



**AGREEMENT**

**MT. SAN ANTONIO**

**COMMUNITY COLLEGE DISTRICT**

**AND**

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION**

**CHAPTER 262**

**FOR**

**JULY 1, 2017 - JUNE 30, 2020**

**Year 2 of 3**

**PREAMBLE**

The following Agreement between the District and CSEA 262 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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1 **ARTICLE 1: AGREEMENT**

2  
3 This is an Agreement made and entered into between Mt. San Antonio Community College District, 1100  
4 North Grand Avenue, Walnut, California, 91789, hereinafter referred to as the "District" and California  
5 School Employees Association, and its Mt. San Antonio College Chapter 262, 1100 North Grand Avenue,  
6 Walnut, California, 91789, hereinafter referred to as CSEA 262. Reference to the "parties" shall include both  
7 the District and CSEA 262.  
8



1 **ARTICLE 2: TERMS OF THE AGREEMENT**

2  
3 02.01 This Agreement shall be effective July 1, 2017, and shall remain in full force and effect through  
4 June 30, 2020. The terms and conditions of the current Agreement will remain in force until  
5 the ratification of a successor agreement.  
6

7 02.02 Reopeners shall be limited to salary and health and welfare contribution in the year  
8 immediately after ratification of a new three-year successor agreement. In subsequent years,  
9 either party shall submit in writing opener proposals by the last working day in October.  
10 Reopeners shall be limited to three topics for each party plus salaries and health and welfare,  
11 unless mutually agreed.  
12

13 02.03 Either party shall submit in writing initial proposals for the Successor Agreement by the last  
14 working day in October.  
15

16 02.04 Negotiations shall begin no later than the third week of January unless an alternate date is  
17 mutually agreed upon by both CSEA 262 and the District.  
18

19 02.05 By written mutual agreement, the regular contract negotiation period may be closed and the  
20 resulting amended contract may proceed to ratification with no more than two issues identified  
21 as subject to continuing negotiations. Any resulting agreement on such issues would be  
22 enacted as a Memorandum of Understanding rather than achieved by reopening the existing  
23 contract. See section 02.07.  
24

25 02.06 Notwithstanding the provisions of this Agreement, if any subsequent agreement with another  
26 employee group provides a higher percentage of total compensation (Salary and Health and  
27 Welfare contribution), the District and CSEA 262 shall meet within no more than ninety (90)  
28 days of ratification by the Board of Trustees to review the particulars of any such agreement.  
29 If necessary, the parties shall reopen the Salary and Health and Welfare provisions in order to  
30 provide an equivalent settlement. By mutual agreement, a portion of the dollar value of the  
31 proportional compensation may be utilized for other unit member compensation or benefits.  
32

33 02.07 Memoranda of Understanding (MOUs) shall be used to create written mutual agreement on  
34 matters subject to negotiations:  
35

36 02.07.01 during periods outside the regular contractual negotiation period with the  
37 expectation that such agreements would be considered for incorporation into the  
38 contract at the next round of negotiations;  
39

40 02.07.02 during regular negotiations to address temporary conditions or pilot possible  
41 solutions to issues under negotiation;  
42

43 02.07.03 with the specification of either a sunset date or conditions under which the MOU  
44 would expire; and  
45

46 02.07.04 with the understanding that all MOUs are subject to the CSEA 610 process.  
47

48 02.08 Side Letters shall be used:  
49

50 02.08.01 to clarify some of the terms or sections of the main contract;  
51

52 02.08.02 to amend the contract for specific, limited circumstances not addressed in the  
53 contract;  
54

- 1 02.08.03 only when reciprocal benefit is articulated and is a condition of approval;  
2  
3 02.08.04 with the specification of either a sunset date or conditions under which the side  
4 letter would expire;  
5  
6 02.08.05 subject to mutual written agreement, witnessed and filed with both Human  
7 Resources and CSEA; and  
8  
9 02.08.06 with the understanding that all Side Letters are subject to the CSEA 610 process.

10 **ARTICLE 3: RECOGNITION AND BARGAINING UNIT**

11  
12 03.01 Recognition:

13  
14 The District hereby recognizes that CSEA 262 is the exclusive bargaining representative for all  
15 classified unit members holding positions in classifications shown in Appendix A.  
16

17 03.02 Bargaining Unit:

18  
19 03.02.01 Excluded from the CSEA 262 bargaining unit are positions designated by the District  
20 as Confidential, Management, Supervisory, Faculty, Professional Experts, Substitutes,  
21 Short-Term (Hourly), and CSEA 651. (EC Section 88003)  
22

23 03.02.02 The District agrees to notify CSEA 262 when any new classification is created prior to  
24 the District taking any action.  
25

26 03.02.03 Notification shall include a description of the classification created, the salary range  
27 for the classification, and indicate whether the new classification is a part of the CSEA  
28 262 bargaining unit or excluded therefrom.  
29

30 03.02.04 CSEA 262 may, within fifteen (15) work days of such notification, contest the District's  
31 placement of the newly created classification.  
32

33 03.02.05 If CSEA 262 contests the placement of the classification, the parties shall meet toward  
34 the goal of achieving agreement.  
35

36 03.02.06 Whether the parties reach agreement or fail to reach agreement, the District shall  
37 have the right to establish the classification(s); however, the matter may be  
38 submitted to PERB for determination as to whether the classification should be  
39 included within the CSEA 262 bargaining unit.  
40

## **ARTICLE 4: ORGANIZATIONAL RIGHTS**

Nothing in this Agreement shall be construed to deny or restrict the rights of CSEA 262 as prescribed under Government Code Section 3543.1 to the extent such rights are administered in the following manner.

04.01 Work Calendar: CSEA 262 shall have the right to negotiate the work calendar for its unit members, including professional development days, holidays, and other negotiated non-working days.

04.02 Access of CSEA 262 to Unit Member Work Areas: A reasonable number of CSEA 262 representatives shall have the right of access to areas in which unit member's work, so long as the CSEA 262 representative do not interfere with work of a unit member. The representative shall notify 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 262 representative shall have the right to talk to unit members outside the work area during work breaks, meal breaks, or before and after work hours without prior notification to the unit member's immediate manager.

04.03 Use of Bulletin Boards: CSEA 262 may use bulletin boards in each designated area for each building of the campus and any other appropriate place that may be designated by the Chapter President or designee. At the time of posting, a copy of the communication shall be provided to the College President and the Vice President, Human Resources. All postings must be in compliance with District Rules and Regulations. All items to be posted by CSEA 262 shall bear the date of posting, and the name and authorization of CSEA 262, and shall be removed by CSEA 262 when applicability ceases.

04.04 Use of College Mailboxes: Communications authorized by CSEA 262 shall bear the date of the communication and name of CSEA 262 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 the Vice President, Human Resources. All such communications must be in compliance with District Rules and Regulations.

04.05 Use of College Electronic Resources: CSEA 262 shall be permitted the use of college electronic resources, including but not limited to campus-wide e-mail.

04.06 Use of District Building Facilities: CSEA 262 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.

04.07 Use of Office Space: The District shall provide CSEA 262 with office space on campus from which to carry out its normal operations.

04.08 Release Time for Negotiations: CSEA 262 shall have the right to designate up to seven (7) unit members to participate in collective bargaining contract negotiation sessions. Negotiations shall be conducted at times agreeable to both parties. CSEA 262 negotiating team members shall notify their immediate managers of their participation and, as soon as available, provide a schedule of dates and times of sessions.

04.09 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

- 1 responsible for any travel expenses related to the committee appointment.
- 2
- 3 04.10 Release Time for CSEA Statewide Elected Office: CSEA 262 and the District shall comply with the
- 4 provisions of California Education Code Section 88210 or its successor. The unit member shall
- 5 notify their immediate manager, vice president, and the Vice President, Human Resources of their
- 6 election.
- 7
- 8 Fiscal Services shall submit an invoice to the State CSEA office for reimbursement pursuant to
- 9 California Education Code Section 88210 or its successor.
- 10
- 11 04.11 Release Time for Annual Conference: The District shall allow paid release time for attendance at
- 12 the CSEA Annual Conference for the actual days of the conference, not to exceed five (5) days on
- 13 the basis of two (2) delegates for the first one hundred fifty (150) members and one (1)
- 14 additional delegate for each additional one hundred (100) members of CSEA 262.
- 15
- 16 Release time for conference delegates shall be subject to the immediate manager's approval, and
- 17 each delegate shall submit a request for release time in writing to their immediate manager for
- 18 approval no later than thirty (30) days prior to the date of the conference.
- 19
- 20 04.12 Release Time for Job Stewards: Job stewards, as designated by CSEA 262, shall have release
- 21 time representing members, including but not limited to investigations and/or interviews
- 22 regarding representation matters, grievance, disciplinary, and evaluation appeal meetings. CSEA
- 23 262 shall notify the Vice President, Human Resources, in writing, the names of the designated job
- 24 stewards when elected or appointed and when a change is made.
- 25
- 26 04.13 Release Time for CSEA 262/District Business: The CSEA 262 Chapter President, or designee,
- 27 shall have release time as deemed necessary to handle necessary union/district business in
- 28 matters under the scope of representation, as prescribed under the Educational Employment
- 29 Relations Act (EERA). All release time shall be coordinated with the Vice President of Human
- 30 Resources and the immediate manager.
- 31
- 32 04.14 Release Time for Professional Organizations: A unit member who is appointed or elected to a
- 33 work-related organization shall submit a written request for paid release time along with the
- 34 official notice from the organization to the unit member's immediate manager. Paid release time
- 35 will be subject to the approval of the unit member's immediate manager and their vice president
- 36 with notification to the Vice President, Human Resources. The District shall not be responsible for
- 37 any travel expenses related to the organizational appointment or election.
- 38
- 39 04.15 Release Time for Chapter Meetings: The District shall allow one (1) hour of paid release time per
- 40 member, per meeting, per month for Chapter Meetings. Should additional meetings be necessary
- 41 to ratify a negotiated agreement, the District shall provide on (1) hour of paid release time per
- 42 member, per meeting for such ratification. Upon request of the Vice President of Human
- 43 Resources, CSEA will verify a member's attendance.
- 44
- 45 04.16 Release Time for Executive Board Meetings: The District shall allow three (3) hours of paid
- 46 release time or compensatory time for up to nine (9) Executive Board Members per month for
- 47 Executive Board meetings. Upon request of the Vice President of Human Resources, CSEA will
- 48 verify a member's attendance. CSEA 262 representatives shall notify the District and their
- 49 immediate managers of their participation and, as soon as available, provide a schedule of dates
- 50 and time of meetings. If meeting times change, managers will be informed, with at least five (5)
- 51 workdays' notice.
- 52
- 53 04.17 Release Time for CSEA 262 New Employee Orientation: CSEA 262 shall have the right to conduct
- 54 an orientation session for newly hired unit members to inform them about CSEA, including but

not limited to CSEA structure, activities, membership, and the collective bargaining agreement. The CSEA 262 President or designee may request release time of thirty (30) minutes for each unit member for this purpose in a timely manner, usually within the first thirty (30) days after start of employment. The request shall be made to the unit member's immediate manager and the 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 unit member(s), who shall be on paid time.

04.18 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.

04.19 Committees: If the District forms a committee, including ad hoc and advisory committees, asking for representation from the Bargaining Units, CSEA 262, 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 262 representatives shall notify their immediate managers of their participation and, as soon as available, provide a schedule of dates and time of meetings. CSEA 262 has the right to appoint representatives to committees, including ad hoc and advisory groups, that are charged with policies and procedures that affect unit members.

04.20 Release Time for Needs Improvement Plans: Participation for unit members in trainings, workshops, or activities to meet the specifications of a Needs Improvement Plan shall be approved by the unit member's immediate manager, subject to operational unit needs.

04.21 Distribution of the Agreement: Within sixty (60) days of the conclusion of negotiations, the District shall provide a draft of the Agreement to CSEA 262 for review. Within thirty (30) days of execution of this Agreement, the District shall provide, without charge, a copy of this Agreement to each bargaining unit employee and each District manager. The District shall also provide the Chapter President with an electronic copy of the executed Agreement. The District shall provide each new bargaining unit member and each new District manager with a copy of this Agreement at the time of employment. The District shall provide each new bargaining unit member a CSEA information packet. CSEA 262 shall provide the District with said packet.

04.22 CSEA 262 Professional Development Fund: The District shall provide CSEA 262 an annual allocation of fourteen thousand dollars (\$14,000.00) for the purpose of professional development.

CSEA 262's allocation may be used for conferences, workshops, seminars and other staff development activities selected and approved by CSEA 262. A "Travel and Conference" form shall be submitted to the unit member's immediate manager and the Vice President, Human Resources for prior approval. Travel expenses shall be reimbursed by the District in accordance with District rules and regulations.

If approved by the Vice President, Human Resources, funds from the CSEA 262's allocation may be used for the purchase of equipment, such as a computers and other related equipment. In addition, supplies related to CSEA 262's operational needs may also be purchased from this fund. All requests for the purchase of such items shall be submitted in writing by the CSEA 262 Chapter President or designee.

04.23 Protection of Classified Work:

04.23.01 The purpose of this section is twofold: first, to define the rights of CSEA 262 to information that protects its rights under California Education Code 88001 and

88003 to represent District employees doing classified work; second, to establish mechanisms to maximize the assignment of work to classified unit members while maintaining appropriate flexibility in the use of short-term hourly employees, student assistants, professional experts, and contracted work.

04.23.02 CSEA 262 has the right to regular reports, not less than quarterly and covering the most recent five (5) fiscal years, listing District employees not represented by an exclusive bargaining agent or part of the management or confidential staff. The elements of the report shall include:

- Unique ID
- Name of Employee
- Original Hire Date
- Title
- Fiscal Year
- Type (Short-Term Hourly, Professional Expert, Student Assistant, or Work Study Student Assistant)
- Total Hours
- Hourly Rate
- Organization Code and Name
- Description of Special Funding Source, If Applicable

04.23.03 CSEA 262 has the right to the District definition of "classification," as defined in Education Code 88001(a), for each category of short-term hourly employees.

04.23.04 CSEA 262 has the right to the District definition of "classification," as defined in Education Code 88001(a), for each category of student assistant, not to include work-study student assistants, as defined in Education Code 88003.

04.23.05 CSEA 262 has the right to meet and confer with the District regarding short-term hourly employees, student assistants, or professional experts whose duties may fall outside of permissible service, as defined in Education Code 88001(a) and 88003.

04.23.06 CSEA 262 has the right to recommend to the District specific categories of classified employees that meet the flexible work needs of the District while reducing the use of short-term hourly employees, student assistants, and professional experts. The District and CSEA 262 will collaborate on guidelines that describe each of these categories and best practices for their use. Those categories include, but are not limited to the following:

04.23.06.01 Pools of classified unit members who may be assigned to units to meet the variable needs of the District within specified job categories.

04.23.06.02 Temporary increase in hours of less than full-time unit members in the job categories in need of short-term work.

04.23.06.03 Creation of new job classifications at an assistive level where excessive use of student assistants is evident.

04.23.06.04 Pools of substitute employees where patterns of vacancies are evident.

- 1 04.23.07 In reviewing the data provided as described in 04.23.02 and exercising the right  
2 specified in 04.23.06, CSEA 262 has the right meet and confer with the District  
3 when:  
4
- 5 04.23.07.01 The use of short term hourly employees in a given classification  
6 regularly exceeds 1000 annual hours of service.  
7
- 8 04.23.07.02 The use of short-term hourly employees in a given classification  
9 in a given area of assignment regularly exceeds 20 hours per  
10 week over a period of at least six continuous months.  
11
- 12 04.23.07.03 The use of student assistants in a given area of assignment  
13 regularly exceeds 20 hours per week over a period of at least  
14 ten continuous months.  
15
- 16 04.23.08 CSEA 262 has the right to request a copy of the Short-Term Temporary  
17 Employment Form and the Professional Expert Request Form for Board of  
18 Trustee hiring actions. Requests shall be in writing and shall include a  
19 justification for the request that is pertinent and specific to each individual hiring  
20 action. The period to receive such forms shall be between the submission and  
21 publication deadlines for agenda items.  
22
- 23 04.23.09 CSEA 262 has the right to request a summary of the assistive work done by  
24 student assistants in a given classification in a given area of assignment.  
25 Requests shall be in writing and shall include a justification for the request that is  
26 pertinent and specific to each such classification and assignment. The District  
27 may refuse such requests for inadequate justification or excessive numbers of  
28 requests.  
29
- 30 04.23.10 CSEA 262 has the right to meet and confer with the District on the following  
31 options where needed contracted or additional work is included in job  
32 descriptions of existing classifications:  
33
- 34 04.23.10.01 At the option of the unit member in that job classification,  
35 provide an overtime assignment.  
36
- 37 04.23.10.02 Offer additional hours to less than full-time unit members or  
38 extend the term of ten- or eleven-month unit members in that  
39 job classification. Both CSEA 262 and the District understand  
40 that, if the work is temporary, such lack of work may lead to a  
41 reduction-in-force.  
42
- 43 04.23.10.03 Add a part-time permanent position in that job classification; the  
44 fixed term of such positions may be as short as six months. Both  
45 CSEA 262 and the District understand that, if the work is  
46 temporary, such lack of work may lead to a reduction-in-force.  
47
- 48 04.23.11 CSEA 262 has the right to meet and confer with the District on the following  
49 options where needed contracted work is not included in job descriptions of  
50 existing classifications and is not continuing work:  
51
- 52 04.23.11.01 Create a new job classification that meets the needs of the  
53 District. Existing CSEA 262 unit members may serve as  
54 substitutes in that position during the active search to fill the

position. Both CSEA 262 and the District understand that, if the work is temporary, such lack of work may lead to a reduction-in-force.

04.23.11.02 Pursuant to Article 3, revise an existing job classification to meet the needs of the District.

04.23.12 CSEA 262 and the District agree to collaborate during the twelve months following the ratification of this article to implement each of its provisions.

Disputes concerning this Article are not subject to the grievance procedure provided in this Agreement, with the exception of Sections 04.09, 04.14, 04.20, and 04.21.



1 **ARTICLE 5: MANAGEMENT RIGHTS**

2  
3 05.01 Except as otherwise expressly provided in a specific provision of this Agreement, the District  
4 retains all of its powers and authority to exclusively direct, manage, and control District  
5 operations, including but not limited to:

6  
7 05.01.01 Determine managerial policy, the function, nature, standards, and extent of District  
8 services and programs, its overall budget, utilization of technology, and  
9 organizational structure.

10  
11 05.01.02 Maintain and improve the efficiency and effectiveness of operations.

12  
13 05.01.03 Determine the overall methods, processes, means, or personnel by which  
14 operations are to be conducted.

15  
16 05.01.04 Hire, direct, supervise, evaluate, transfer, assign, schedule, promote, layoff,  
17 discipline – demote, suspend, terminate for just cause – or retain bargaining unit  
18 members. These rights are limited only by specific provisions of this Agreement.

19  
20 05.01.05 Determine the adequacy of the work force.

21  
22 05.01.06 Establish and enforce consistent rules of conduct.

23  
24 05.01.07 Maintain safety standards and programs.

25  
26 05.01.08 Take actions to carry out the duties and mission of the District.

27  
28 05.02 No action taken by the District with respect to a management right shall preclude the right of  
29 the exclusive representative from negotiating matters which are mandatory subjects of  
30 bargaining. Provisions of this article shall not be subject to the grievance or arbitration  
31 procedures unless they violate an express written provision of this Agreement.  
32

1 **ARTICLE 6: DUES AND PAYROLL DEDUCTIONS**

- 2
- 3 06.01 Nothing in this Agreement shall be construed as limiting the authorization by a unit member to
- 4 direct the District, in accordance with Government Code Section 3543.1(d), to deduct from salary
- 5 the amount of dues and pay to the Chapter and/or the state organization the established
- 6 amount.
- 7
- 8 06.02 In accordance with Government Code Section 3546, the District shall deduct CSEA 262 State
- 9 dues and/or fair share payments from the wages of all unit members.
- 10
- 11 06.03 The District shall deduct CSEA 262 chapter dues and/or Victory Club deductions as requested
- 12 from the wages of all unit members who submit to the District the Application for Membership
- 13 and Salary Deduction Authorization form as provided by CSEA. Authorization existing at the time
- 14 of this Agreement need not be re-solicited.
- 15
- 16 06.04 Such written chapter dues deduction authorization shall remain in effect for the duration of this
- 17 Agreement. A unit member may revoke a chapter dues authorization within twenty (20)
- 18 workdays following expiration of the current contract. The District shall, within twenty (20)
- 19 workdays, notify the CSEA 262 President if any member revokes a chapter dues authorization.
- 20
- 21 06.05 Upon written authorization from a unit member, the District shall deduct from the salary of any
- 22 unit member and make proper remittance for not more than two tax-sheltered annuities, two
- 23 credit union deductions, and other health and welfare benefits from the District-approved list of
- 24 benefits, or any other health and welfare plans mutually approved by the District and CSEA 262.
- 25
- 26 06.06 Upon written authorization from a unit member, the District shall deduct from District
- 27 contributions and make proper remittance for not more than two tax-sheltered annuities, other
- 28 health and welfare benefits from the District-approved list of benefits or any other health and
- 29 welfare plans mutually approved by the District and CSEA 262.
- 30
- 31 06.07 In accordance with Government Code Section 3546.3, any employee in the bargaining unit who is
- 32 a member of a religious body whose traditional tenets or teachings include objections to joining
- 33 or financially supporting unit member organizations shall not be required to join, maintain
- 34 membership in, or financially support the association as a condition of employment.
- 35
- 36 06.08 Any unit member claiming this religious exemption must file a written request for exemption with
- 37 CSEA. Requests shall be sent to the CSEA Deputy Chief Counsel at 2045 Lundy Avenue, San
- 38 Jose, CA 95131 (800.632.2128). If the exemption is granted, the unit member shall, as a
- 39 condition of continued exemption from the requirements of paying service fees to CSEA, furnish
- 40 CSEA with copies of receipts from the charity selected. Receipts must be submitted to the CSEA
- 41 Deputy Chief Counsel quarterly or annually by September 30<sup>th</sup> if paid in a lump sum.
- 42
- 43 06.09 Upon approval of the exemption, in lieu of a service fee, the unit member shall pay sums equal to
- 44 the service fee to a nonreligious, non-labor organization charitable fund, exempt from taxation
- 45 under Section 501(c)(3) of Title 26 of the Internal Revenue Code. The unit member shall pay
- 46 this sum to one of the following organizations: The Mt. SAC Classified Senate Student
- 47 Scholarship fund, the Mt. SAC Foundation, or the Mt. SAC United Way Campaign.
- 48
- 49 06.10 CSEA 262 agrees to defend and hold harmless the District, its officers, unit members, and agents
- 50 with respect to any claims or actions arising out of dues deduction, processing dues, or
- 51 representation (service) fees.
- 52

1 **ARTICLE 7: INFORMATION**

2  
3 07.01 District Budget:

4  
5 The District shall provide to the CSEA 262 Chapter President two (2) copies of the District's  
6 Tentative and Adopted Budget(s).  
7

8 07.02 Membership List:

9  
10 The District shall provide to the CSEA 262 Chapter President two (2) copies of the monthly  
11 membership list of all bargaining unit members.  
12

13 07.03 Roster:

14  
15 The District shall provide to the CSEA 262 Chapter President a complete "hire date roster" of all  
16 bargaining unit members, upon request. The roster will show hire date with the District and hire  
17 date in the current classification.  
18

19 07.04 Distribution of Job Information:

20  
21 Upon initial employment and with every change in classification, each affected bargaining unit  
22 member shall receive a copy of the applicable job description; the unit member's monthly salary  
23 and hourly rates; anticipated end-of-probation date and date of first step-increase; the assigned  
24 work site; the assigned work shift; the hours of work per day, the days of work per week, and  
25 the months of work per year; and the name of the immediate manager. The District shall  
26 provide to the CSEA 262 Chapter President a copy of this notification for each new bargaining  
27 unit member.  
28

29 Notes:

- 30  
31 07.01 Provided by Fiscal Services  
32 07.02 Provided by Payroll/Benefits  
33 07.03 Provided by Human Resources  
34 07.04 Provided by Human Resources  
35

**ARTICLE 8: SALARIES**

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

2017-18 Contract Year – 2.22% on salary schedule

2018-19 Contract Year – 2.71% on salary schedule effective July 1, 2018, and 1.29% on salary schedule effective January 1, 2019 with a commitment to select a mutually agreed upon third party healthcare administrator that meets or exceeds the mutually agreed upon criteria used to select a vendor for the effective 2020 medical benefit year.

2019-20 Contract Year – to be negotiated through reopeners

08.02 New Classifications: In creation of a new classification to the bargaining unit, the District shall prepare and submit to CSEA 262 the description and salary range for any classification determined to be within the unit. CSEA 262 may, within fifteen (15) working 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.

08.03 Promotion: Any 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 percent (5%) increase as a result of that promotion, except that the unit member may be placed on the last step of the appropriate range if that is the maximum allowable for that class.

08.04 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. 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 5% or more, the unit member's anniversary date shall be one (1) year from the date of implementation. If the increase is less than 5%, the unit member's anniversary date shall remain the same as it was before the reclassification.

08.05 Pay Grade: Placement of newly hired, transferred, or promoted unit members into a job classification with multiple pay grades shall be determined based on identified objective criteria, shall be performed immediately subsequent to assuming job duties, and shall be retroactive to the date of hire, transfer, or promotion. Criteria for pay grades shall be included in the approved job description. Unit members will be placed into the appropriate pay grade, which will be calculated at a 2% increase to base pay per pay grade. Placement of newly hired, transferred, or promoted unit members shall also be evaluated for Special Compensation identified in CCR Title 2 §571(a)(4) and approved in accordance with Article 17.03 for a pay grade for a particular assignment that routinely and consistently utilizes that skill in performance of the duties in that job classification.

08.06 Longevity: The District provides longevity pay, which is calculated as a percentage of the unit member's base monthly salary and becomes effective on the first day of the month of the unit member's longevity date, as follows:

after 10 years	3.5% above base salary
after 15 years	an additional 5.0% (compounded as 8.68% above base salary)
after 20 years	an additional 3.5% (compounded as 12.48% above base salary)
after 25 years	an additional 3.5% (compounded as 16.42% above base salary)
after 30 years	an additional 3.5% (compounded as 20.49% above base salary)

1 The longevity dates above are calculated based on a unit member's adjusted service date. The  
2 adjusted service date is defined as the first day of the month in which a newly hired unit member  
3 has been in paid status for ten (10) working days. Adjusted service dates may be recalculated  
4 when a unit member separates from, and is later reemployed by, the District (see AP 7366 –  
5 Reinstatement for criterial).  
6

**ARTICLE 9: HEALTH AND WELFARE BENEFITS**

09.01 Unit Members Assigned to a 50% or more FTE Position: The District will provide life, hospital, medical, dental, and vision insurance plans as follows:

**2018-19 Contract Year - PERS MAJOR MEDICAL HEALTH PLANS**

**2019-20 Contract year - Mutually agreed upon third party healthcare administrator that meets or exceeds the mutually agreed upon criteria used to select a vendor for the effective 2020 benefit calendar year.**

**VISION SERVICE PLAN (VSP)**

**DeltaCare USA DHMO and  
DELTA DENTAL PPO**

**METROPOLITAN LIFE INSURANCE COMPANY - \$75,000**

09.01.1 Eligibility: Unit members who work fifty percent (50%) or more of a full-time one hundred percent (100%) position shall enroll in the District Benefit Program as listed in Section 09.01.03 above. Unit members who work less than fifty percent (50%) of a full-time position are excluded from the provisions of this Article. Unit members who have worked a minimum of one day, prorated proportional to their assignment, in the month shall be eligible to receive their District Contribution pursuant to 09.01.3. Newly hired unit members are eligible to receive their health insurance benefits the first day of the following month of their date of hire. Unit members must be enrolled in health insurance benefits in order to receive the District contribution.

09.01.2 The annual District contribution for each eligible full-time unit member shall be as follows:

2017-18 Contract Year: \$10,946

2018-19 Contract Year:

Single Party Tier PERS Major Medical Health Plans, Dental, Vision, and Life	\$10,946*
Two-Party Tier PERS Major Medical Health Plans, Dental, Vision, and Life	\$12,341*
Family Tier PERS Major Medical Health Plans, Dental, Vision, and Life	\$14,905*

**\*If a unit member's total premiums cost less than \$10,946, they will receive the difference between the cost of their premiums and \$10,946 as cash back. If a unit member's total premiums cost more than \$10,946, they will not receive cash back.**

2019-20 Contract Year: to be negotiated

09.01.2.1 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.

09.01.3 Unit members who work fifty percent (50%) or more of a full-time one hundred percent (100%) position shall receive a prorated benefit contribution proportional to a full-time assignment.

09.01.4 Unit members who select an insurance plan that costs less than the total District contribution may place such excess into a disability income protection plan, life

- insurance plan, or other District-approved options as qualified under the Internal Revenue Code Section 125 Plan implemented by the District.
- 09.01.5 Unit members who select an insurance plan that costs more than the total District contribution will be required to pay any amount in excess of the established District employee benefit contribution.
- 09.01.6 Opt-Out Continuance for Unit Members: Full-time health benefit eligible unit members, who ~~can prove other comparable group health care coverage, may elect to opt-out of the District provided coverage and receive "cash-in-lieu" of medical benefits prior to January 1, 2019, 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. By participating in the "cash-in-lieu" opt-out program, the unit members shall sign an affirmation that neither they nor their dependents will participate in the Affordable Care Act (ACA) marketplace coverage. Unit members who continue participation in the "cash-in-lieu" program shall be paid a maximum of \$7,141 per year; this contribution must be used to purchase dental, vision, and life insurance. Any excess District contribution ~~may be used for any purpose and~~ 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 Section 125 or during an open enrollment period elections. 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.
- 09.01.7 Opt-Out Discontinuance: Unit members may not opt-out of medical benefits coverage after January 1, 2019. Unit members who become benefit eligible on or after January 1, 2019, and those not participating in the opt-out program prior to January 1, 2019, shall not be eligible for the "cash in lieu" opt-out program specified in section 09.01.6. All health benefit eligible unit members employed on or after January 1, 2019, shall comply with the enrollment and participation requirements of the medical plan provided by the District.
- 09.01.8 Reopener Trigger: Notwithstanding other provisions of this Agreement, changes in law, regulations, government directives, and/or District contracts affecting the implementation of provisions of this article will be the basis for reopening this article by either party.
- 09.02 Unit Members with an assignment less than 50% FTE: Unit members who are actively enrolled in a Covered California Qualified High Deductible Health Plan as certified by the District shall receive a District contribution of \$500 per contract year into a District certified Health Savings Account. Eligible unit members must meet all criteria and follow all procedures required by the District to receive this benefit. The use of funds in the unit member's Health Savings Account are subject to all current laws and regulations compliance with which is the responsibility of the unit member.
- 09.03 Eligible Retirees: The following sections are for unit members that have retired from a 50% or more FTE position.
- 09.03.1 Retirees - Applicable to Unit Members Hired Before January 1, 1996, into a Probationary or Permanent Position:
- 09.03.1.1 Unit members who are eligible to retire with five (5) years or more of service credit with CalPERS or STRS and their spouses or registered

- 1 domestic partners of record shall continue to receive hospital and  
2 medical benefits during their lifetime, as provided by the District.  
3
- 4 09.03.1.2 Dissolution of a marriage or of a registered domestic partnership  
5 disqualifies coverage for the spouse or registered domestic partner of  
6 record as of the date of such dissolution. If the retiree remarries, the  
7 new spouse or registered domestic partner of record becomes eligible for  
8 benefits.  
9
- 10 09.03.1.3 Retirees who are personally not eligible for Medicare, and whose  
11 spouses or registered domestic partners of record are not eligible for  
12 Medicare, will continue to receive the hospital and medical insurance  
13 programs provided and paid by the District.  
14
- 15 09.03.1.4 When retirees or their spouses or registered domestic partners of record  
16 become eligible for Medicare, the eligible person must apply for  
17 Medicare Part A and Part B. The District will continue to pay the full cost  
18 of the hospital and medical insurance supplemental programs as  
19 provided by the District for the retiree and spouse or registered  
20 domestic partner of record. Medicare Part B shall be paid by the  
21 enrollees.  
22
- 23 09.03.1.5 Eligible dependent(s) shall be permitted to remain in the group plan at  
24 the retiree's expense. When the dependent(s) become eligible for  
25 Medicare, the dependent(s) must apply for Medicare Part A and Part B.  
26
- 27 09.03.2 Retirees - Applicable to Unit Members Hired on or After January 1, 1996, and Before  
28 March 1, 2006, into a Probationary or Permanent Position:  
29
- 30 09.03.2.1 The District shall continue to pay one hundred percent (100%) of the  
31 single-party rate for hospital and medical benefits for unit members who  
32 are eligible for benefits and have served the District for ten (10) years or  
33 more.  
34
- 35 09.03.2.2 Retirees who are personally not eligible for Medicare will continue to  
36 receive the hospital and medical insurance programs provided by the  
37 District.  
38
- 39 09.03.2.3 When retirees become eligible for Medicare, they must apply for Medicare  
40 Part A and Part B. The District will continue to pay one hundred percent  
41 (100%) of the single-party rate of the hospital and medical insurance  
42 supplemental programs provided by the District. Medicare Part B shall be  
43 paid by the enrollees.  
44
- 45 09.03.2.4 Eligible dependent(s) shall be permitted to remain in the group plan at the  
46 retiree's expense. When the dependent(s) become eligible for Medicare,  
47 the dependent(s) must apply for Medicare Part A and Part B.  
48
- 49 09.03.3 Retirees – Applicable to Unit Members Hired on or After March 1, 2006, into a  
50 Probationary or Permanent Position:  
51
- 52 09.03.3.1 The District shall continue to pay one hundred percent (100%) of the  
53 single-party rate for hospital and medical benefits for unit members who  
54 are eligible for benefits and have served the District the equivalent of ten



1 (10) years or more of full-time one hundred percent (100%) credited  
2 service.

3  
4 09.03.3.2 Retirees who are personally not eligible for Medicare will continue to  
5 receive the hospital and medical insurance programs provided by the  
6 District.

7  
8 09.03.3.3 When retirees become eligible for Medicare, they must apply for Medicare  
9 Part A and Part B. The District will continue to pay one hundred percent  
10 (100%) of the single-party rate of the hospital and medical insurance  
11 supplemental programs provided by the District. Medicare Part B shall be  
12 paid by the enrollees.

13  
14 09.03.3.4 Eligible dependent(s) shall be permitted to remain in the group plan at the  
15 retiree's expense. When the dependent(s) become eligible for Medicare,  
16 the dependent(s) must apply for Medicare Part A and Part B.

17  
18 09.04 Disclaimer: The parties agree that the District shall not be held responsible for conditions  
19 imposed by regulatory agencies or insurance carriers that are beyond the control of the District.  
20

1 **ARTICLE 10: HOURS OF WORK AND RELATED MATTERS**

2  
3 10.01 Work Schedules:

4  
5 10.01.1 The workweek shall be consistent with Education Code Sections 88026, 88030, and  
6 88040.

7  
8 10.01.2 In accordance with Section 88035 of the Education Code, probationary and  
9 permanent part-time classified unit members shall be entitled to sick leave and all  
10 other benefits granted full-time classified unit members on a prorated basis.

11  
12 10.01.3 This Article shall not restrict the extension of the regular workday or workweek on an  
13 overtime basis when such is necessary to carry on the business of the District, except  
14 as provided for in Section 10.05 of this Article.

15  
16 10.01.4 The length of the workday shall be designated by the District for each classified  
17 assignment in accordance with Education Code Sections 88026 and 88040. Each  
18 bargaining unit member shall be assigned a fixed, regular, and ascertainable minimum  
19 number of hours.

20  
21 10.01.4.1 Permanent Changes: Work schedules for unit members will be assigned  
22 as required to meet the operational needs of the District in accordance  
23 with Government Code Section 3543.2. The District will consult with the  
24 unit member in advance of any permanent change in the unit member's  
25 schedule. The District shall provide the unit member and CSEA with a  
26 thirty (30) day written notice of changes in the unit member's schedule.  
27 Work schedules will not be changed for circumventing overtime rights or  
28 shift differentials as defined in this agreement.

29  
30 Unit members may request a permanent change to their work schedules,  
31 subject to approval by the immediate manager.

32  
33 10.01.4.2 Temporary Changes: Temporary changes to work schedules for unit  
34 members may be made to accommodate extenuating circumstances or  
35 emergent operational needs of the District. The District will consult with  
36 the unit member in advance of any temporary change in the unit  
37 member's schedule. The District shall provide the unit member with a  
38 seven (7) day written notice of changes in the unit member's schedule.  
39 The seven (7) day notice may be waived upon mutual agreement of the  
40 manager and the unit member.

41  
42 Unit members may request a temporary change to their work schedules,  
43 subject to the approval by the immediate manager

44  
45 10.01.4.3 Alternative schedules may be established upon request of an employee  
46 and subject to the approval of the immediate manager. Such schedules  
47 may include but are not limited to 4/10, 9/80, and temporary flexible  
48 scheduling to allow unit members to attend professional growth training as  
49 outlined in Article 20. Hours of absence due to sick, vacation, holidays  
50 (including floating holidays), and bereavement shall be deducted  
51 consistent with the unit member's assigned workday. Unit members who  
52 work less than a full-time (100%) assignment shall deduct hour's prorated  
53 proportional to their assignment.  
54

- 1 10.02 Adjustment of Assigned Time: Any unit member in the bargaining unit who works an average of  
2 thirty (30) minutes or more per day in excess of their regular part-time assignment for a period of  
3 twenty (20) consecutive working days or more shall have their regular assignment adjusted  
4 upward to reflect the longer hours, effective with the next pay period.
- 5  
6 10.03 Lunch Periods: All unit members covered by this Agreement shall be entitled to an uninterrupted  
7 lunch period after the unit member has been on duty for four (4) hours. The length of time for  
8 such lunch period shall be for a period of no longer than one (1) hour or less than one-half (1/2)  
9 hour and shall be scheduled for full-time employees at or about the midpoint of each work shift.  
10 Lunch periods and rest periods cannot be combined to shorten the workday.
- 11  
12 10.04 Rest Periods:
- 13  
14 10.04.1 All bargaining unit members shall be granted rest periods which, insofar as  
15 practicable, shall be in the middle of each work period at a rate of fifteen (15)  
16 minutes per four (4) hours worked or major fraction thereof. Lunch periods and rest  
17 periods cannot be combined to shorten the workday.
- 18  
19 10.04.2 Specific periods may be designated only when the operations of the District  
20 require someone to be present at the unit member's work site at all times. Such  
21 times shall be mutually agreed upon between unit members and their immediate  
22 manager.
- 23  
24 10.04.3 Rest periods of no more than thirty (30) minutes for extended day or special work  
25 shifts shall be scheduled by the immediate manager. Unit members assigned to a  
26 4/10 schedule shall be entitled to two (2), twenty (20) minute rest periods.
- 27  
28 10.04.4 Rest periods are a part of the regular workday and shall be compensated at the  
29 regular rate of pay for the unit member.
- 30  
31 10.05 Overtime:
- 32  
33 10.05.1 Unit members shall not work overtime without their immediate manager's prior  
34 approval.
- 35  
36 10.05.1.1 Unit members will sign their acknowledgement of this policy and a record  
37 will be retained in Human Resources.
- 38  
39 10.05.1.2 Unit members may request approval for overtime work in writing in paper  
40 form, via email, or through text message. Approval by the immediate  
41 manager or other appropriate administrator must be provided in advance  
42 in writing.
- 43  
44 10.05.1.3 All unit members will report hours worked, including approved overtime,  
45 monthly on the District approved time sheet.
- 46  
47 10.05.1.4 Emergency situations do not require prior approval for unit member  
48 overtime to be compensable. Emergency status of any such situation will  
49 be based on evidence provided to the College President or designee.  
50 Every attempt should be made by the unit member to notify their  
51 immediate manager or other appropriate administrator for prior approval.
- 52  
53 Nothing in this subsection shall abrogate unit members' rights under relevant laws  
54 and regulations as interpreted by applicable case law.

- 10.05.2 When practical, overtime shall be offered by the unit manager first to unit members in the same classification and same work unit who have worked the fewest number of overtime hours in the last twelve months. When overtime hours are equal among the unit members, preference shall be offered by seniority based on initial full-time hire date.
- For overtime assignments on a scheduled holiday shift, the overtime assignment shall be offered to those employees regularly assigned to that shift.
- 10.05.3 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 and one-half (1 1/2) the regular rate of pay of the unit members 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 in any one (1) day or on any one (1) shift. Full-time employees working on an alternative work schedule will be paid overtime for all hours worked in excess of the required workday or workweek of forty (40) hours.
- 10.05.4 The workweek shall consist of not more than five (5) consecutive working days for any unit member having an average of four (4) hours or more during the workweek. All hours worked beyond the workweek of five (5) consecutive days shall be compensated at the overtime rate commencing on the sixth (6) and seventh (7) consecutive day of work.
- 10.05.5 Unit members having an average workday of less than four (4) hours during a workweek shall be compensated at the overtime rate commencing on the seventh (7) consecutive day of work (Ed. Code § 88030).
- 10.05.6 For the purpose of computing the number of hours worked, all time during which a unit member is in paid status shall be construed as hours worked. Overtime shall be paid to the nearest one-quarter (1/4) hour increment.
- 10.05.7 Any unit member shall have the right to reject any offer or request for overtime or call back, on call, or call-in time, except that the least senior qualified unit member in the classification shall be required to work overtime.
- 10.06 Split Shift Differential: Unit members whose assigned shift contains one (1) or more periods of unpaid time whose total exceed two (2) hours shall be paid a shift differential premium of five percent (5%) above the regular rate of pay for all hours worked.
- 10.07 Shift Differential:
- 10.07.1 Unit members assigned to a five (5) day workweek, other than Monday through Friday, shall receive an additional three percent (3%) of their base salary, including longevity pay. Unit members regularly assigned to a night work schedule where one-half (1/2) or more of their weekly hours are assigned from 11:00 p.m. to 7:00 a.m. shall receive an additional five percent (5%) of their base salary, including longevity pay. Those employees regularly assigned to a night work schedule where one-half (1/2) or more of their total weekly hours are assigned after 4:00 p.m. shall receive an additional three percent (3%) of their base salary, including longevity pay.
- 10.07.2 Unit members who receive a shift differential premium on the basis of their shift shall suffer no reduction in pay, including differential, when assigned temporarily to a day shift.

10.08 Compensatory Time Off:

10.08.1 Unit members may request to earn compensatory time-off in lieu of cash compensation for overtime work. Such requests shall be made to the immediate manager at the time the overtime is assigned. Compensatory time-off shall be accrued at the appropriate rate of overtime hours.

10.08.2 Compensatory time shall be taken at a time mutually acceptable to the unit member and the District or compensated by the District within twelve (12) months of the date on which it was earned. Unit members shall not accumulate more than forty-five (45) hours at any one-time.

10.08.3 Unit members shall submit compensatory time off requests in writing to their immediate manager and Vice President for approval prior to taking the compensatory leave. The immediate manager or Vice President shall reply to requests in a timely manner.

10.09 Minimum Call-In Time: Unit members called in to work on a day when they are not scheduled to work shall receive a minimum of four (4) hours pay at the appropriate rate of pay under this Agreement.

10.10 Callback Time: Unit members called back to work after completion of their 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. Callback shall be defined as an emergency request to return to work.

10.11 Telephone Support During Non-Working Hours: Notwithstanding any other sections of this agreement, any unit member who is called outside their regularly scheduled work hours to perform work which the unit member is able to perform without returning 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.

10.12 Use of Personal Telephones: Unit members shall not be required or expected to use their personal telephones for work-related matters.

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

10.13.1 The workweek shall be defined as Monday through Thursday.

10.13.1.1 The workweek for Public Safety Officers shall be an exception, but this Article shall apply in all other regards.

10.13.1.2 Other departments may be exempt from the schedule by mutual agreement.

10.13.2 The workday shall be defined as ten (10) hours per day.

10.13.2.1 Under this schedule, forty (40) hours per week of compensation apply for full-time permanent employees. As such, this agreement does not reduce CalPERS retirement credit.

- 10.13.2.2 Those unit members assigned to a position of less than one hundred percent (100%) shall work their regular number of hours per week.
- 10.13.3 Outside agencies utilizing a campus, facility that is not supported by the central plant will be required to fund the total cost of usage, including District personnel.
- 10.13.4 The District may grant unit members' requests for time off unless doing so interferes with the operations of the department or College. Time off requests shall be submitted in writing to and approved in advance by the unit members' immediate manager. If no written response is received within five (5) working days, the request will be considered approved.
- 10.13.5 Unit members may request, of their immediate manager, an alternative or flexible schedule. If the manager and the unit member are unable to mutually agree, the manager or unit member shall notify the President/CEO. The President/CEO shall then schedule a meeting with CSEA as soon as practicable to negotiate a mutually agreeable schedule.
- 10.13.6 Overtime assignments shall be made consistent with the provisions outlined in Article 10: Hours of Work and Related Matters.
- 10.13.7 The unit member's lunch period will be scheduled in accordance with the provisions of the Collective Bargaining Agreement outlined in Article 10: Hours of Work and Related Matters, which allows a minimum of one-half (1/2) hour uninterrupted lunch period and two (2) 20-minute rest periods.
- 10.13.8 The District will communicate the implementation of the Summer Schedule internally and externally via various modes of communication, i.e., District listservs, website, and memos, which will be jointly developed by the District and CSEA 262.
- 10.13.9 Unit members will return to the regular work schedule they were previously assigned at the conclusion of the Summer Schedule.
- 10.13.10 Summer Schedule Leave for 100% assigned unit members: During the eight (8) week period specified above, the ten (10) hour days will consist of nine (9) work hours and one (1) hour of paid or unpaid leave.
- 10.13.11 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.
- 10.13.11.1 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.
- 10.13.11.2.1 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.
- 10.13.11.2 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.

- 1           10.13.12   For those 100% assigned unit members who work only a portion of the Summer  
2                   Schedule, the total of paid or unpaid leave is equal to one (1) hour for each day  
3                   worked. For these unit members, District provided Summer Schedule Leave will be  
4                   one-half (1/2) of this calculated number of paid leave hours. For example, a 100%  
5                   assigned unit member who only works the first two weeks of the Summer Schedule  
6                   would need eight (8) hours of paid or unpaid leave of which four (4) would be  
7                   District provided Summer Schedule Leave and the remaining four (4) hours would  
8                   be the responsibility of the unit member using any options under 10.13.11.2. If  
9                   one-half (1/2) of the calculated paid leave hours results in a fraction, the Summer  
10                  Schedule Leave provided by the District will be rounded up to the next whole hour.  
11                  For example, an employee needing nine (9) hours of paid or unpaid leave would be  
12                  provided with five (5) hours Summer Leave and the remaining four (4) hours  
13                  would be the responsibility of the unit member using any options under  
14                  10.13.11.2.
- 15           10.13.13   With management approval, as per Article 10.01.4.3, an employee may work 10  
16                   hours a day. In such cases, the employee would neither receive District provided  
17                   Summer Schedule Leave nor be required to take paid or unpaid leave.  
18  
19

1 **ARTICLE 11: HOLIDAYS**

2  
3 11.01 Right to Negotiate Holidays: Upon entering into negotiations regarding holidays with any other  
4 bargaining unit, the District shall open negotiations on said holidays with CSEA, Chapter 262.

5  
6 11.02 Scheduled Holidays: The District agrees to provide all unit members with twenty (20) paid  
7 holidays as specified in Appendix G.  
8

9 11.03 Additional Holidays: Every day declared by the President or Governor of this state as a public  
10 fast, mourning, thanksgiving, or holiday, or any declared holiday by the governing board of the  
11 District under Education Code Section 79022 or Education Code Section 1318 or their successors  
12 shall be a paid holiday for all unit members.  
13

14 11.03.1 Fourth of July: When the July Fourth holiday falls on a Friday or Saturday, the  
15 holiday will result in ten (10) additional floating holiday hours, pro-rated for less  
16 than one hundred percent (100%) employees. When the July Fourth holiday falls  
17 on a Sunday, the holiday shall be observed on the Monday following the holiday. In  
18 these two situations, the historic holiday of July 4<sup>th</sup> will also be compensated at the  
19 holiday pay rate as specified in 11.04.2. These floating holiday hours are subject to  
20 the same provisions specified in 11.05. Unit members hired after the July Fourth  
21 holiday shall not be entitled to these additional floating holiday hours for the  
22 contract year.  
23

24 11.03.2 Calendar Coordination: The District agrees to convene a meeting early each fall  
25 semester of all parties having an interest in the annual District Calendar, specifically  
26 the Academic Calendar and the CSEA 262 and 651 Work Calendars. The purpose of  
27 this meeting shall be to exchange information and discuss issues related to both the  
28 Academic Calendar and the Work Calendars.  
29

30 11.03.3 Winter Intersession: In circumstances in which the first day of instruction of winter  
31 intersession is preceded by a weekday holiday, the District and CSEA 262 will  
32 mutually agree to designate job classifications and assignments essential to  
33 preparation for the beginning of winter intersession and thus will be called in to  
34 work on that holiday. Those unit members so designated shall be compensated as  
35 specified in Article 11.04.2.  
36

37 11.03.4 Holiday Work Assignments: When the observed holiday is not the historic holiday,  
38 no employee shall be required to work both days. Assignments to work on the  
39 holiday will be on a seniority or rotation basis, mutually agreed to by the District  
40 and CSEA.  
41

42 11.03.5 Christmas and New Year's Days: When December 25<sup>th</sup> and January 1<sup>st</sup> fall on a  
43 Saturday or Sunday, the hours worked on those days will be compensated at the  
44 holiday pay rate as specified in 11.04.2. When a unit member is normally scheduled  
45 to work those Saturday or Sunday dates, they will only receive their regular salary  
46 rate plus 50% of that rate. The total effective rate for those days will be the  
47 overtime rate (150%). This also applies to the July 4<sup>th</sup> contract language (11.03.1).  
48

49 11.04 Holiday Eligibility:  
50

51 11.04.1 Except as otherwise provided in this Article, unit members who are not normally  
52 assigned to duty during the school holidays of New Year's Day and Winter Recess  
53 shall be paid for these holidays provided they were in paid status during any portion  
54 of the working day of their normal assignment immediately preceding or succeeding



- 1 the holiday period.
- 2
- 3 11.04.2 Holidays with pay shall be granted to unit members who are in paid status on the
- 4 days immediately preceding or following the holiday. Any work performed on a
- 5 holiday is considered overtime.
- 6
- 7 11.04.3 Unit members employed full-time, one-hundred percent (100%), shall be granted
- 8 holidays at the rate of eight (8) hours per holiday. Part-time unit members shall be
- 9 granted holidays with pay on a prorated basis equivalent to a full-time one hundred
- 10 percent (100%) assignment.
- 11
- 12 11.05 Floating Holidays:
- 13
- 14 11.05.1 Unit members shall be granted twenty (20) floating holiday hours that shall be used
- 15 at any time within the contract year and may be used in quarter-hour increments.
- 16
- 17 11.05.2 The floating holiday hours must be used in the period in which they are granted and
- 18 do not accumulate if left unused.
- 19
- 20 11.05.3 Floating holiday hours must be requested in writing and must be approved in advance
- 21 by the unit member's immediate manager. If no response is received within five (5)
- 22 working days, the request will be considered approved.
- 23
- 24 11.05.4 If the immediate manager denies the unit member's initial request for use of a
- 25 floating holiday hours, a reason for the denial must be given in writing within five (5)
- 26 working days of the request. If denied, the immediate manager and the unit member
- 27 shall mutually agree to an alternative date.
- 28
- 29 11.05.5 Less than full-time one hundred percent (100%) unit members, shall earn pro-rata
- 30 floating holiday hours based on the percentage of employment. When a unit
- 31 member changes employment percentages during the fiscal year, the District
- 32 and CSEA will confer about the request from the employee and mutually
- 33 agree on a fair and equitable solution, which shall not be precedent setting.
- 34
- 35 11.06 In Lieu of Holidays:
- 36
- 37 11.06.1 When a scheduled holiday falls on a unit member's non-working day, the unit member
- 38 will be provided with a substitute holiday to be taken within five (5) working days
- 39 before or after the scheduled holiday as approved by the unit member's immediate
- 40 manager.
- 41
- 42 11.06.2 When a unit member works on a scheduled holiday, the unit member will be paid the
- 43 rate specified in 11.04.2, unless the unit member request a substitute holiday to be
- 44 taken within five (5) working days before or after the scheduled holiday as approved
- 45 by the unit member's immediate manager.
- 46
- 47 11.07 Holiday Work Schedules:
- 48
- 49 11.07.1 Full-time unit members working an alternate work schedule shall be provided an
- 50 opportunity to temporarily return to a standard, five (5) day per week, eight (8) hour
- 51 per day work schedule, with immediate manager approval, to accommodate weeks
- 52 with holidays.
- 53
- 54 11.07.2 Part-time unit members shall be provided an opportunity to temporarily adjust their

1 work schedules, with immediate manager approval, to accommodate weeks with  
2 holidays, so long as their workday does not exceed eight (8) hours.  
3

**ARTICLE 12: VACATION**

12.01 Paid Vacation: All unit members shall earn paid vacation time under the provisions of this Article.

12.02 Vacation Eligibility:

12.02.1 To be eligible to earn vacation, unit members must be in paid status during the month equal to fifty percent (50%) or more of the total hours required by the assignment.

12.02.2 Probationary unit members shall be eligible to accrue and use vacation during their initial six (6) months of employment. However, vacation shall not be deemed earned until completion of the initial six (6) months of employment. Upon separation of employment, the District shall deduct from a probationary unit member's final pay the full amount of salary, which was paid for any unearned days of vacation taken. (EC Section 88197)

12.03 Vacation Accrual: Vacation time shall be earned and accrued in hours based on the unit member's longevity date on a monthly basis according to the following schedule:

6 months through 5 years	8 hours (Refer to 12.02.2) (12 days)
Beginning 6 years through 8 years	10.67 hours (16 days)
Beginning 9 years through 13 years	13.34 hours (20 days)
Beginning 14 years through 19 years	14.67 hours (22 days)
Beginning 20 years and on	16 hours (24 days)

12.03.1 Unit members who work less than twelve (12) months shall accrue vacation hours based on the equivalent number of months in paid status.

12.03.2 Unit members who work less than a full-time one hundred percent (100%) assignment shall accrue vacation hour's prorated proportional to their assignment.

12.03.3 The maximum number of hours a unit member may accrue at any time shall be equal to twice the number of hours the unit member earns in any one fiscal year as provided in Section 12.03 of this Article. To ensure that the unit member does not exceed the maximum allowed accrual, the unit member will meet with the manager to discuss a mutually agreeable time for the unit member's vacation. If a mutually agreeable time causes the unit member's vacation maximum to be exceeded, the manager and the employee will document a plan to bring the vacation hours below the maximum by the end of the fiscal year, with the unit member continuing to accrue vacation until the plan is implemented. The documented plan will be sent to the Payroll Department and a copy to the Chapter President. This article does not supersede Article 12.03.4.

12.03.4 Should a unit member's vacation hours reach beyond the maximum allowed accrual, the excess hours shall accrue as sick leave not to exceed forty-eight (48) hours per fiscal year.

12.03.5 The District will provide a report to the Chapter President on a monthly basis identifying unit members who are within two (2) months of reaching their maximum accrual of vacation.

12.04 Holidays (During Vacation): When a holiday falls during the scheduled vacation of any unit member, the day shall not be charged as a vacation day.

1 12.05 Vacation Scheduling:

2  
3 12.05.1 Unit members shall submit vacation requests in writing to their immediate manager  
4 and Vice President for approval prior to taking the vacation leave. The immediate  
5 manager or Vice President shall reply to requests in a timely manner, typically within  
6 ten (10) working days.

7  
8 12.05.2 Vacations shall be scheduled at times requested by unit members so far as possible  
9 within the District's work requirements.

10  
11 12.05.3 If there is any conflict between unit members who are working on the same or similar  
12 job duties as to when vacations shall be taken, the vacations shall be rotated as  
13 equally as is practical among unit members within each department.

14  
15 12.06 Vacation Interruption:

16  
17 12.06.1 Unit members may interrupt or terminate vacation leave and begin another type of  
18 paid leave without returning to active service. (EC Section 88200)

19  
20 12.06.2 Unit members who interrupt or terminate vacation leave shall provide the District with  
21 adequate notice and relevant supporting information.  
22 (EC Section 88197)

23  
24 12.07 Separation or Termination of Employment:

25  
26 12.07.1 Unit members shall receive a lump-sum payment for all unused earned and accrued  
27 vacation hours at the time of separation from service. The lump sum payment shall  
28 not exceed twice the number of hours the unit member earns in any one fiscal year.

29  
30 12.07.2 Unit members who have not completed their initial six (6) months of employment are  
31 not entitled to compensation for accrued vacation.  
32 (EC Section 88197)  
33

## ARTICLE 13: LEAVES OF ABSENCE AND RELATED MATTERS

13.01 Bereavement Leave: Unit members shall be entitled to a maximum of five (5) days leave of absence, or seven (7) days leave of absence if travel of more than two hundred (200) miles one way is required, without loss of salary, on account of the death of any member of their immediate family. Immediate family shall include the following for the employee: mother, father, grandmother, grandfather, grandchild, step-parent, step-child, step-sibling, great-grandparent, great-grandchild, spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, cousin, registered domestic partner, or any other member of the immediate household. For the spouse/registered domestic partner of the employee: mother, father, grandmother, grandfather, grandchild, stepparent, stepchild, stepsibling, great-grandparent, great-grandchild, aunt, uncle, niece, nephew, or cousin. Such leave shall not be charged against sick leave.

Unit members employed full-time, one-hundred percent (100%), shall be entitled to bereavement leave at the rate of eight (8) hours per day. Part-time unit members shall be entitled to bereavement leave on a prorated basis equivalent to a full-time one-hundred percent (100%) assignment.

The District may require a unit member to submit documentation that verifies the use of any bereavement leave.

13.02 Court Leave: In accordance with Education Code Section 87035, an employee 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 employee. A copy of any official order to appear must be submitted to verify the absence.

13.03 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. In the case of jury duty, an official court form signed by the court clerk verifying the days and hours of duty rendered must be submitted. Where a fee is payable, other than mileage reimbursement, the amount of such fee shall be signed over to the District. The unit member shall receive their regular salary due for the period of absence.

13.03.1 Notification: Upon receipt of notification of jury duty obligation to be served during work hours on days of assigned service, the unit member shall notify their immediate manager as soon as possible.

13.03.2 Reporting to Work: Unit members who are required to call during the workday for possible jury duty service shall report to work. Upon notification of jury duty service, the unit member shall immediately notify their immediate manager. Unit members who are required to report for jury duty service do not have to report to work on that day.

Unit members, including those who are working a 9/80 or a 4/10 work schedule shall work the traditional day shift Monday through Friday (8 hours per day) in weeks of jury duty service.

13.03.3 Return to Service: Upon return to work unit members must provide the immediate manager proof of jury duty attendance by presentation of a certification signed by the court clerk or other authorized officer of the court.

13.04 Military Leave: Military leave shall be granted to unit members who volunteer or are conscripted

for duty with the armed forces of the United States. Such leave shall be granted in accordance with provisions of law. Such absence shall not affect in any way the classification of unit members providing they have been unit members of the District for a period of not less than one (1) year immediately prior to the date upon which the leave of absence begins. Compensation shall be in accordance with the California Military and Veterans Code.

Unit members summoned to military service shall notify their immediate manager as soon as possible. Unit members on active service shall notify the immediate manager of their anticipated return date from active service. Changes to this date shall be communicated to their immediate manager as soon as possible.

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

13.05.1 If a unit member does not take the full amount of sick leave allowed during the year, the amount not taken shall be accumulated from year to year.

13.05.2 Sick leave may be used for absence due to personal illness, injury, or quarantine. Essential treatments, examinations for diagnostic purposes, and other absences definitely related to a unit member's health may be allowed as sick leave.

13.05.3 If a unit member is absent due to an injury that is reimbursed by State Workers' Compensation, there shall be no deduction made from their accumulated sick leave credit. During the period of their absence, they shall receive their normal salary reduced by the amount they receive from the State Workers' Compensation Fund for a period not to exceed sixty (60) working days.

13.05.4 Sick leave credit shall be earned on the basis of one (1) day per calendar month providing the hours of service rendered during the month are equal to fifty percent (50%) or more of the total hours required by the assignment.

13.05.5 Transfer of accumulated sick leave from another district shall be allowed for classified unit members in accordance with the provisions of Education Code Section 88202. Unit members shall request, in writing to the District, the transfer of the total number of days of unused sick leave they had accumulated in their former district.

13.05.6 A signed statement on a time sheet from a unit member, stating illness as a reason for absence, shall normally be satisfactory proof of the proper use of sick leave; however, a statement by a licensed physician or licensed practitioner may be required.

13.05.7 A unit member who has been absent due to illness, injury, or quarantine for more than five (5) consecutive working days shall submit to their immediate manager a signed statement from a licensed physician or licensed practitioner indicating that they are able to resume their District responsibilities.

13.05.8 A unit member shall contact their immediate manager as soon as the need to be absent is known. Contact shall be made each day thereafter, no later than the start of the normal working hours for the unit member, unless there is an anticipated duration of the absence. When the anticipated duration of the absences is known, the unit member shall inform their immediate manager of their absence once, on the first day of the absence.

- 1 13.05.9 A unit member may donate eight (8) hours or more of sick leave to another district  
2 employee.  
3
- 4 13.06 Family Illness Leave: Under the provisions of the California Labor Code Section 233, during each  
5 calendar year, a unit member may use earned and available sick leave up to fifty percent (50%)  
6 of their annual accrual rate of sick leave to attend to the illness of a child, parent, spouse, or  
7 registered domestic partner of record.  
8
- 9 13.06.1 Full-time one hundred percent (100%) unit members who work twelve (12) months  
10 per year are entitled to forty-eight (48) hours of family illness leave. Unit members  
11 who work less than full-time one hundred percent (100%) or work fewer than twelve  
12 (12) months per year are entitled to a pro-rata share of family illness leave hours.  
13
- 14 13.06.2 In the event a unit member is absent from work due to illness of a family member,  
15 the unit member shall make every effort to notify the unit member's immediate  
16 manager as soon as possible, but no later than the usual time the unit member would  
17 be required to report for duty.  
18
- 19 13.06.3 A unit member who is absent due to illness of a family member shall report the  
20 absence as Family Illness Leave on the monthly timesheet. The District may request  
21 substantiation of any claim for Family Illness Leave.  
22
- 23 13.06.4 The District shall not deny a unit member the right to use sick leave for the above-  
24 stated purpose and shall not subject the unit member to any disciplinary action for  
25 exercising or attempting to exercise the right to use sick leave.  
26
- 27 13.07 Family Medical Leave Act: It is the intent of the District to comply with the Family Medical Leave  
28 Act of 1993. The District shall grant up to twelve (12) workweeks of unpaid leave to eligible  
29 employees during any twelve (12) month period for one or more of the following reasons:  
30
- 31 ▪ The birth and care of a new born child of the unit member;
  - 32
  - 33 ▪ Placement with the unit member of a son or daughter for adoption or foster care;
  - 34
  - 35 ▪ To care for an immediate family member (spouse, child, or parent) with a serious health  
36 condition;
  - 37
  - 38 ▪ To take medical leave when the unit member is unable to work because of a serious health  
39 condition; or
  - 40
  - 41 ▪ For qualifying exigencies arising out of the fact that the unit member's spouse, son,  
42 daughter, or parent is on active duty or called to active duty status as a member of the  
43 National Guard or Reserves in support of a contingency operation.  
44
- 45 13.07.1 If FMLA is designated, a unit member has the option, but is not required, to  
46 use accrued leave credit. Prior to utilizing the extended sick leave benefit, all  
47 sick leave must be exhausted (see section 13.09.)  
48
- 49 13.07.2 Prior to returning from personal medical leave; the unit member must file a  
50 doctor's certificate with the Office of Human Resources verifying the unit  
51 member's good health and ability to resume the duties of the position.  
52
- 53 13.07.3 Return From Leave: A unit member must give notification of at least fifteen  
54 (15) calendar days prior to the expiration of the leave that they are returning

1 to active service. The unit member shall be reinstated to the same or an  
2 equivalent job with the same pay, benefits, and terms and conditions of  
3 employment upon their return from FMLA-protected leave. If the leave  
4 extends beyond the end of the FMLA entitlement, the unit member does not  
5 have return rights under FMLA.  
6

7 13.08 Industrial Accident or Illness: In accordance with Education Code Section 88192, classified unit  
8 members shall be eligible for the following leave of absence benefits for industrial accident or  
9 illness:  
10

11 13.08.1 The maximum allowable paid leave shall be sixty (60) working days in a fiscal year for  
12 any single accident.  
13

14 13.08.2 Allowable leave shall not be cumulative from year to year.  
15

16 13.08.3 Industrial accident or illness leave shall commence on the first day of absence.  
17

18 13.08.4 Payment for wages lost on any day shall not, when added to an award granted the  
19 unit member under the Workers' Compensation laws of this state, exceed the normal  
20 wage for the day.  
21

22 13.08.5 Industrial Accident leave will be reduced by one (1) day for each day of authorized  
23 absence regardless of a compensation award made under Workers' Compensation.  
24

25 13.08.6 When an industrial accident or illness occurs at a time when the full sixty (60) days  
26 will overlap into the next fiscal year, the unit member shall be entitled to only that  
27 amount remaining at the end of the fiscal year, in which the injury or illness occurred,  
28 for the same illness or injury.  
29

30 13.08.7 The industrial accident or illness leave of absence is to be used in lieu of entitlement  
31 acquired under Education Code Section 88191. When entitlement to industrial  
32 accident or illness has been exhausted, entitlement to other sick leave will then be  
33 used, but, if a unit member is receiving Workers' Compensation, they shall be entitled  
34 to use only so much of their accumulated or available sick leave, accumulated  
35 compensatory time, vacation, or other available leave which, when added to the  
36 Workers' Compensation award, to provide for a full day's wage or salary. Reduction  
37 of entitlement to leave shall be made only in accordance with this section.  
38

39 13.08.8 Break in Service: Periods of leave of absence paid or unpaid under this Article, shall  
40 not be considered to be a break in service of the unit member. Benefits accruing  
41 under the provisions of this agreement shall continue to accrue under paid absence  
42 only.  
43

44 13.08.9 During all paid leaves of absence, whether industrial accident leave as provided in this  
45 section, sick leave, vacation, compensated time off, or other available leave provided  
46 by law or the action of the governing board, the unit member shall endorse to the  
47 District wage loss benefit checks received under the Workers' Compensation laws of  
48 this State. The District, in turn, shall issue the unit members appropriate warrants for  
49 payment of wages or salary and shall deduct normal retirement and other authorized  
50 contributions.  
51

52 13.08.10 When all available leaves of absence, paid or unpaid, have been exhausted and if unit  
53 members are not medically able to assume the duties of their position, they shall, if  
54 not placed in another position, be placed on a reemployment list for a period of thirty-



1 nine (39) months. When available, during the thirty-nine (39) month period, they  
2 shall be employed in a vacant position in the class of their previous assignment over  
3 all other available candidates except for reemployment list established because of lack  
4 of work or lack of funds, in which case, they shall be listed in accordance with  
5 appropriate seniority regulations.  
6

7 13.08.11 Any unit member receiving benefits as a result of this section shall, during periods of  
8 injury or illness, remain within the State of California unless the governing board  
9 authorizes travel outside the State.  
10

11 13.08.12 A unit member who has been placed on a reemployment list, as provided herein, who  
12 has been medically released for return to duty, and who fails to accept the  
13 appropriate assignment shall be dismissed.  
14

15 13.09 Extended Sick Leave Benefit: In accordance with Education Code Section 88196, a regular  
16 classified unit member shall be credited once each fiscal year with a total of one hundred (100)  
17 working days of paid sick leave, such days to be compensated at fifty percent (50%) of the unit  
18 member's regular salary. Each fiscal year shall be considered a new period and subsequent one  
19 hundred (100) half-paid days of sick leave shall be applied, but shall not be cumulative from year  
20 to year. The paid sick leave under this section shall be used only after all other sick leave  
21 entitlement has been exhausted and shall be exclusive of any other paid leave, holidays, or  
22 vacation time to which the unit member may be entitled.  
23

24 13.10 Catastrophic Leave:  
25

26 13.10.1 General Provisions: The Catastrophic Leave Program (Program) shall provide all unit  
27 members the opportunity to voluntarily donate eligible leave credits to the  
28 Catastrophic Leave Bank (Bank) and to apply for catastrophic leave credits, in  
29 accordance with Education Code Section 87045.  
30

31 13.10.1.1 Catastrophic leave credits shall be available to eligible unit members who  
32 are incapacitated for an extended period of time, or whose family member  
33 becomes incapacitated for an extended period of time, requiring the unit  
34 member to take an extended period of time off from work and creates a  
35 financial hardship because the unit member has exhausted all leave  
36 credits.  
37

38 13.10.1.2 Unit members who apply for and receive catastrophic leave credits shall  
39 remain in "paid status" and continue to receive their salary, medical  
40 benefits, and all other benefits during the catastrophic leave period.  
41

42 13.10.1.3 CSEA 262 leadership shall send campus-wide requests to all unit members  
43 for donations to the Catastrophic Leave Bank.  
44

45 13.10.1.4 Catastrophic leave must be requested and shall be granted in increments  
46 of up to 480 hours (60) work days, prorated for those working less than a  
47 full-time (100%) assignment.  
48

49 13.10.1.5 A unit member's donation, catastrophic leave application, and all  
50 accompanying documentation shall remain confidential.  
51

52 13.10.1.6 The District shall create a Catastrophic Leave Committee (Committee).  
53 The Committee shall consist of a five (5) member panel that will review all  
54 unit member applications for catastrophic leave. The Committee shall

1 consist of two (2) representatives appointed by the President of CSEA,  
2 Chapter 262 and two (2) representatives appointed by the Vice President  
3 of Human Resources or designee, and one (1) other member as mutually  
4 agreed by the District and CSEA 262. A quorum will be met if one (1)  
5 designee from each of the above named groups is present for a total of  
6 three (3) committee members.  
7

8 This Committee shall meet at least semi-annually and conduct a program  
9 review at least once per fiscal year. The review will include, but is not  
10 limited to, the following:  
11

- 12 ▪ Bank balance;
- 13
- 14 ▪ Donation and approval process;
- 15
- 16 ▪ Catastrophic leave activity;
- 17
- 18 ▪ Committee membership appointments;
- 19
- 20 ▪ Applicable Federal and State mandates.  
21

22 The results of the review will be reported back to the Vice President of  
23 Human Resources and the President of CSEA, Chapter 262.  
24

25 13.10.2 Definitions:  
26

27 13.10.2.1 The Catastrophic Leave Bank (Bank) is the repository for donated eligible  
28 leave credits. Payroll will maintain a current balance of leave credits in  
29 the Catastrophic Leave Bank.  
30

31 13.10.2.2 Eligible leave credits mean vacation leave and sick leave accrued by the  
32 donating employee.  
33

34 13.10.2.3 For purposes of catastrophic leave, "family member" is defined in Article  
35 13.01 Bereavement Leave.  
36

37 13.10.2.4 A "Catastrophic Illness" or "Injury" means an illness or injury that is  
38 expected to incapacitate the unit member for an extended period of time  
39 or that incapacitates a member of the unit member's family which  
40 requires the unit member to take time off from work for an extended  
41 period of time to care for that family member, and taking extended time  
42 off creates a financial hardship for the unit member because he/she has  
43 exhausted all of his/her sick leave and other paid time off.  
44

45 13.10.3 Eligibility for Catastrophic Leave:  
46

47 13.10.3.1 Unit members, including those still on probation, who have been  
48 employed by the District for a minimum of six (6) months shall be eligible  
49 for catastrophic leave when all other eligibility requirements are met.  
50

51 13.10.3.2 Unit members who are receiving Worker's Compensation benefits (i.e. 60  
52 days Industrial Accident/Illness Leave or Total Temporary Disability) are  
53 not eligible for catastrophic leave.  
54

- 13.10.3.3 Unit members shall be eligible for catastrophic leave when they have suffered a catastrophic illness or injury as stated in 13.10.2.4.
- 13.10.3.4 Unit members shall be eligible for catastrophic leave so long as there is sufficient leave credits in the Catastrophic Leave Bank.
- 13.10.3.5 Unit members shall be eligible for catastrophic leave once they have exhausted all fully paid leave credits (sick leave, vacation, comp. time, floating holidays, etc.). During the period of catastrophic leave, any accrued paid leave will be used when earned and will not count against the number of granted days of catastrophic leave.
- 13.10.3.6 The unit member must return to work before being eligible for a subsequent catastrophic leave grant.
- 13.10.3.7 No criteria other than that which is listed in Section 13.10.3 above shall be used to determine eligibility.
- 13.10.4 Donation Process:
- 13.10.4.1 Any District employee may donate eligible leave credits to the Bank by completing the Catastrophic Leave Donation Request form.
- 13.10.4.2 Donors must donate a minimum of eight (8) hours of eligible leave credits to the Catastrophic Leave Bank.
- 13.10.4.2.1 Donors may designate donated leave credits for a specific unit member who has been approved for catastrophic leave.
- 13.10.4.2.2 Any donated leave credits designated for a specific unit member, if not used in their entirety, shall subsequently become available for future catastrophic leave recipients. Donations are irrevocable and no portion shall be returned.
- 13.10.4.3 The donor shall forward the Catastrophic Leave Donation Request form to Payroll to verify the unit member has sufficient leave to make the donation. Once verified, Payroll shall deduct the donated leave credits from the unit member's leave balance.
- 13.10.4.4 If the unit member is not able to make the donation, Payroll shall return the form to the unit member within ten (10) working days, providing the specific reason why the unit member was not able to make the donation.
- 13.10.5 Application Process:
- 13.10.5.1 Unit members requesting catastrophic leave shall complete the Catastrophic Leave Application form. When a unit member is unable to complete the Catastrophic Leave Application form, a designee (spouse, registered domestic partner, CSEA 262 Chapter President, etc.) may complete the form. The unit member or designee shall include a signed and dated statement from a licensed physician verifying that a serious illness or injury will require prolonged treatment of either the unit member or a family member.

- 1 13.10.5.2 The applicant or designee shall then submit the Catastrophic Leave  
2 Application form and any included documentation to Human Resources a  
3 minimum of ten (10) working days prior to the start date of the  
4 requested leave when possible or as soon as possible if circumstances  
5 prevent earlier submission.  
6  
7 13.10.5.3 Human Resources will confirm with Payroll the date when the unit  
8 member requesting catastrophic leave will exhaust all fully paid leave  
9 credits (sick leave, vacation, comp time, floating holidays, etc.).  
10  
11 13.10.5.4 Human Resources shall check the application for completeness, and, if  
12 complete, date and time stamp the application, which will signify the  
13 official receipt of the application.  
14  
15 13.10.5.5 If the application form is incomplete, within five (5) working days,  
16 Human Resources shall speak directly with the applicant or designee to  
17 explain what information is missing and direct the applicant or designee  
18 to provide the necessary information to complete the application.  
19  
20 13.10.5.6 Once the Catastrophic Leave Application form is deemed complete,  
21 within five (5) working days, Human Resources shall contact the  
22 Committee members to schedule a review date and time of the  
23 application. If an urgent request is received, the Committee shall meet  
24 immediately to review and process the application.  
25  
26 13.10.6 Application Review Process:  
27  
28 13.10.6.1 The Committee shall review each completed application for Catastrophic  
29 Leave.  
30  
31 13.10.6.2 The Committee shall determine whether an applicant meets the eligibility  
32 requirements.  
33  
34 13.10.6.3 The Committee shall make the determination as to whether the medical  
35 evidence provided is sufficient and shall request further information if  
36 needed.  
37  
38 13.10.6.4 The Committee shall approve or deny the application after the review.  
39  
40 13.10.6.5 Human Resources shall notify the applicant or designee of the  
41 Committee's decision within five (5) working days.  
42  
43 13.11 Personal Necessity Leave:  
44  
45 13.11.1 Acknowledging the provisions of 13.11.3, unit members may use, in accordance with  
46 Education Code Section 88207, accumulated sick leave in cases of personal necessity  
47 incrementally for any reason, including, but not limited to the following:  
48  
49 13.11.1.1 Death of a member of the immediate family, when leave is  
50 required beyond that provided by Bereavement Leave, Section  
51 13.01 of this Article. Immediate family shall be defined under  
52 Bereavement Leave in this Article.  
53  
54 13.11.1.2 Attendance at the funeral of a relative or close personal friend of

1 the unit member.

2  
3 13.11.1.3 Appearance in any court or before any administrative tribunal as a  
4 litigant, party, or witness under subpoena or any other order  
5 made with jurisdiction.

6  
7 13.11.1.4 An illness or injury to a member of the unit member's immediate  
8 family, which is serious in nature and under the circumstances the  
9 unit member cannot be expected to disregard, and which requires  
10 the attention of the unit member during their assigned hours of  
11 service. Immediate family shall be as defined under Bereavement  
12 Leave of this Article.

13  
14 13.11.1.5 The birth of a child making it necessary for a unit member who is  
15 either the father or grandparent of the child, to be absent from  
16 their position during their assigned hours of service.

17  
18 13.11.1.6 Imminent danger to the home of the unit member when the  
19 danger requires the attention of the unit member during their  
20 assigned hours of service. Such danger must be occasioned by  
21 flood, fire, earthquake, or be of other similar serious nature, and  
22 under the circumstances cannot reasonably be disregarded by the  
23 unit member.

24  
25 13.11.1.7 Participation in lawful meetings, activities, or observances, where  
26 unit members conscientiously believe that their participation  
27 therein is necessary and requires their absence from duty. Such  
28 leave shall not be used to conduct business which is related to  
29 matters of employee/employer relations or unit member  
30 organization business.

31  
32 13.11.1.8 Accidents involving their person or property, or the person or  
33 property of a member of their immediate family. Immediate family  
34 is defined under Bereavement Leave.

35  
36 13.11.1.9 The adoption of a child making it necessary for the father/mother  
37 to be absent from their position during their assigned hours of  
38 service.

39  
40 13.11.1.10 Transportation problems or unforeseen traffic delays requiring the  
41 unit member to be absent from their position any part of their  
42 assigned working hours.

43  
44 13.11.1.11 Other circumstances that meet the criteria in 13.11.3 by mutual  
45 agreement between the unit member and their supervising  
46 manager.

47  
48 13.11.2 The following limits and conditions are placed upon the use of cumulative sick  
49 leave for Personal Necessity Leave:

50  
51 13.11.2.1 The total number of days allowed in one (1) contract year shall not  
52 exceed twelve (12) days.

53  
54 13.11.2.2 The days allowed shall be deducted from and may not exceed the

number of full days' sick leave, which the unit member has earned.

13.11.2.3 Unit members employed full-time, one-hundred percent (100%), shall be entitled to Personal Necessity Leave at the rate of eight (8) hours per day. Part-time unit members shall be entitled to Personal Necessity Leave on a prorated basis equivalent to a full-time one-hundred percent (100%) assignment.

13.11.2.4 Payment for personal necessity leave shall be made only upon certification by the appropriate manager. An immediate manager's signature on a time sheet or approval of an electronic time sheet shall constitute certification by said supervisor that the absence was due to a situation designated within the meaning of Section 13.11.1 of this Article.

A notice of intent to use this leave shall be submitted in advance whenever possible.

13.11.3 Under no circumstances shall leave be available for purposes of personal convenience, or for the extension of a holiday or a vacation period, or to seek other employment, or for matters, which can be taken care of outside the work hours, or for recreational activities.

13.12 Retrain and/or Study: Unpaid leave of absence for retraining and/or studying may be granted to any unit member.

1 **ARTICLE 14: TRANSFERS AND RELATED MATTERS**

2  
3 14.01 Definition of Transfer: A transfer is defined as a voluntary or temporary change in department or  
4 immediate manager within the same related or different classification at the same salary range.

5  
6 14.02 Posting of Vacancy Notices:

7  
8 14.02.1 When a newly created position or an existing position becomes vacant, the vacancy  
9 notices shall be distributed to all worksites within a minimum of seven (7) working  
10 days prior to public posting to allow for transfers.

11  
12 14.02.2 Any unit member on leave during the period of the distribution, who would be  
13 affected by a lateral transfer opportunity, shall be notified on the distribution date, if  
14 requested by the unit member prior to going on leave. The unit member is  
15 responsible for notifying the District of the preferred method of communication.

16  
17 14.03 Increase in Percentage of Employment:

18  
19 14.03.1 The District may increase the percentage of employment of a position within a  
20 classification, which is less than one hundred percent (100%).

21  
22 14.03.2 Unit members within the same classification in a department shall be considered for  
23 the increase in percentage of employment as determined by their immediate  
24 manager. If the skills and qualifications are equal, the selection shall be determined  
25 by seniority.

26  
27 14.03.3 As with any other change in working conditions, an increase in percentage of  
28 employment of a position is subject to negotiation.

29  
30 14.04 Voluntary Lateral Transfers:

31  
32 14.04.1 Any unit member in the bargaining unit may apply for transfer to a new vacant  
33 position by filing written notice with the Office of Human Resources.

34  
35 14.04.2 When a new position is created or an existing position becomes vacant, the District  
36 shall first offer the opportunity to transfer to unit members serving in the same job  
37 classification in the District.

38  
39 14.04.3 Unit members who request a transfer shall be given consideration for the transfer  
40 based upon, but not limited to, seniority, job performance, qualifications, and the  
41 needs of the District. The supervisor will make the final selection.

42  
43 14.04.4 This subsection addresses circumstances for which a voluntary transfer may  
44 address an issue that has not been resolved through other means specified  
45 within this agreement. Either the President/CEO of the District or the President  
46 of CSEA 262 may propose that such a situation exists that might best be  
47 remedied under this subsection. Such a proposal shall be in writing and specify  
48 only the affected employee and a brief description of the situation. Within ten  
49 (10) working days of the receipt of this request, the parties, or their designees,  
50 shall meet to consider the option of a mutually beneficial voluntary transfer of  
51 the employee. The period of consideration shall not exceed sixty (60) days  
52 during which both parties agree to expeditious dialog. Any existing or pending  
53 disciplinary action shall be suspended during this process. Both parties commit  
54 to confidentiality of all involved. Nothing disclosed during this process

shall be used in a disciplinary process and no entry into the affected employee's personnel file shall be made. All existing Board Policies and Procedures and statutory and regulatory requirements will be followed. If both parties and the affected employee agree to a voluntary transfer, that action will be subject to approval by the Board of Trustees at the next regularly scheduled Board meeting. A voluntary transfer under this subsection does not require a vacant position and may be either a lateral transfer or a transfer into a position for which the affected employee meets minimum job qualifications as specified in the current job description. A transfer under this subsection will require an evaluation within six months after which the regular intervals of evaluation will resume.

14.05 Short-Term Transfers (Out of-Class Assignments): The manager shall contact the Vice President of Human Resources or his/her designee before a unit member is temporarily transferred to a position of equal or higher salary range, which may include an increase in percent of employment, in order to substitute for a unit member, or to assist in a special work assignment. These changes in assignment may be made for up to six (6) months upon mutual written agreement between the CSEA 262 President and the Vice President of Human Resources or his/her designee. After six (6) months, the unit member will be returned to their regular assignment, unless otherwise extended by mutual agreement.

14.05.1 Unit members in the department shall be considered for the short-term assignment based on necessary skills and qualification, as determined by the immediate manager. The supervisor will make the final decision.

14.05.2 During a short-term transfer, the unit member will receive the rate of pay and benefits of the temporary classification. If the transfer is to a classification at a higher salary range, a minimum 5% salary increase shall be granted. If the transfer is to a classification at a lower salary range, the salary shall remain at the current range and step.

14.05.3 A unit member shall have the right to refuse an offer or request for short-term transfer.

14.06 No Adverse Effect Due to Transfer: Transfers shall not adversely affect the unit members' range and step placement on the Classified Salary Schedule, their anniversary date nor accumulated benefits. Unit members are transferred to another class, their seniority in that class shall begin on the date of transfer.



1 **ARTICLE 15: PERSONNEL FILES**

2  
3 15.01 Personnel Files:

4  
5 15.01.1 Except for grievance procedure files, there shall be only one (1) personnel file for  
6 each employee in the bargaining unit and it shall be maintained at the District Office  
7 of Human Resources.  
8

9 15.01.2 The following information or documents may be placed in the official personnel file:  
10  
11 a. Job description for the position held;  
12 b. Offer of employment;  
13 c. Employee history log;  
14 d. Status changes (records of personnel actions);  
15 e. Selection records (requisition, employment application, resume);  
16 f. Performance evaluations;  
17 g. Documentation of significant events, including but not limited to letters of  
18 commendation, and awards;  
19 h. Separation records;  
20 i. IRS Form W-4 (the Employee's Withholding Allowance Certificate);  
21 j. Forms relating to employee benefits;  
22 k. Forms providing next of kin and emergency contacts;  
23 l. Records of training program attendance;  
24 m. Warnings and/or other disciplinary actions;  
25 n. Any contracts, written agreements, receipts, or acknowledgments between the  
26 employee and the District.  
27

28 15.01.3 A separate file should be maintained for the following information/ documents.  
29  
30 a. Pre-employment reference checks (the employee is not allowed to see this  
31 information, according to the California Labor Code)  
32 b. Legal action information, including EEO complaints  
33 c. Medical information (including pre-employment physical reports, injury reports,  
34 doctor's memos, workers' compensation information)  
35 d. Grievance records  
36

37 15.01.4 As an alternate to maintaining a separate file, the above documents may be filed in  
38 a separate jacket or folder within the official personnel file. In this case, the jacket  
39 or folder must be marked to indicate the information within is not part of the official  
40 personnel file, and is to be removed by authorized human resources personnel prior  
41 to the employee's examination of the file.  
42

43 15.01.5 Employees shall be provided with copies of all negative written material before it is  
44 placed in the employee's personnel file. The employee shall be given a minimum of  
45 ten (10) working days to prepare a written response to such material. The written  
46 response shall be attached to the material. All written negative statements entered  
47 into a personnel file shall be signed and dated by the person making the statement  
48 and shall be removed from the employee's personnel file one year after the date  
49 they have been entered unless under subpoena by an authorized court.  
50

51 15.01.6 Any person who places written material or drafts of written material for placement  
52 in an employee's file shall sign the material and signify the date on which such  
53 material was drafted. Unsigned, written material shall not be placed in the  
54 personnel file nor used in any disciplinary proceedings or evaluations.

1 15.01.7 An employee shall have the right at any time during regular business hours, when  
2 any authorized human resources staff member is present, without loss of pay, to  
3 examine copies of any material from the employee's personnel file with the  
4 exception of material that includes ratings, reports, or records which were obtained  
5 prior to the employment of the employee involved.  
6

7 15.01.8 All personnel files shall be kept in confidence and shall be available for inspection  
8 only to other employees of the District when actually necessary in the proper  
9 administration of the District's affairs or the supervision of the employee. The  
10 District shall keep a log of persons who have examined a personnel file, as well as  
11 the date such examinations were made, except routine clerical transactions. The log  
12 and the employee's personnel file shall be available for examination by the  
13 employee or their CSEA representative with the employee's written authorization for  
14 each instance. The log shall be maintained in the employee's personnel file.  
15

1 **ARTICLE 16: EVALUATIONS**

2  
3 16.01 Performance Evaluations: Timely and effective performance evaluations acknowledge the unit  
4 member's value to the College and provide a framework for positive discussion with unit  
5 members regarding their contributions to the College, professional development, and  
6 recognition of specific contributions to accomplishing the College's mission and goals. Timely  
7 and effective performance evaluations ensure that unit members and managers engage in  
8 regular conversations regarding the job performance and provide opportunities for  
9 encouraging improvement. Regular performance evaluation of all unit members provides the  
10 institution with the opportunity to ensure the effectiveness of its human resources in  
11 alignment with accreditation standards. Successful performance management is an ongoing  
12 and continuous process involving interactive and open communication between the evaluator  
13 and the unit member whose performance is being evaluated. The performance management  
14 process continues throughout the year with regular communication and feedback between the  
15 evaluator and unit member. Doing so encourages a higher level of performance and ensures  
16 compliance with collective bargaining agreement requirements, accreditation standards, and  
17 campus practices concerning preparation and delivery of written performance evaluations as  
18 regular intervals. (See Appendix C: Classified Employee Evaluation Form.) The performance  
19 evaluation procedures are as follows:

20  
21 16.01.1 Evaluations shall be performed by the evaluator, who is a manager designated  
22 by the District, and shall only focus on the unit member's job performance.

23  
24 16.01.2 Permanent Status Unit Members Are Evaluated On An Annual Basis: A  
25 permanent status unit member's evaluation shall cover the unit member's job  
26 performance for the last twelve (12) month period defined by the unit  
27 member's appointment date. Probationary unit members are evaluated after  
28 two (2) months and five (5) months. Probationary evaluations shall be  
29 completed prior to the end of the probationary period.

30  
31 16.01.3 Evaluators should engage in ongoing communication with the unit member  
32 regarding performance issues.

33  
34 16.01.4 Performance evaluations for those unit members working out-of-class shall not  
35 be based solely on the specific job duties of the out-of-class position.

36  
37 16.01.5 No evaluation shall be made based upon hearsay statements.

38  
39 16.01.6 No evaluation of any unit member shall be placed in any personnel file without  
40 an opportunity for discussion between the unit member and the evaluator.

41  
42 16.01.7 Upon request, CSEA 262 will be provided with a list of the unit member-  
43 evaluator relationships of its members.

44  
45 16.02 Performance Evaluation Meeting: Performance evaluations shall be considered confidential.  
46 The evaluator shall not belong to the classified bargaining unit.

47  
48 16.02.1 Unit members will be given no less than two (2) working days of notice prior to  
49 any scheduled evaluation meeting with the evaluator.

50  
51 16.02.2 Unit members will be provided with a copy of their completed evaluation a  
52 minimum of two (2) working days prior to the evaluation meeting. This  
53 provides the unit member an opportunity to review the evaluation and identify  
54 any areas of concern, which may then be discussed with the evaluator during

- 1 the performance evaluation meeting.
- 2
- 3 16.02.3 The unit member and evaluator shall sign one (1) copy of the performance
- 4 evaluation form at the end of their meeting. The unit member's signature
- 5 acknowledges receipt of the evaluation. Signing the performance evaluation
- 6 form does not constitute the unit member's agreement with the performance
- 7 evaluation. The evaluator shall provide the unit member with a copy of the
- 8 evaluation.
- 9
- 10 16.02.4 Evaluators shall forward the completed performance evaluation form to Human
- 11 Resources within five (5) working days of the evaluation meeting.
- 12
- 13 16.03 Professional Growth Plans are recommended as an effective practice as part of the unit
- 14 member's evaluation. The purpose of a Professional Growth Plan is to encourage the
- 15 continuous quality improvement of both the work of the unit member and the work of the
- 16 unit. There is no presumption of deficiency as the unit member already meets or exceeds
- 17 expectations. Activities are intended to strengthen current performance capabilities or to
- 18 enhance skills and abilities for the unit member to exceed expectations. Elements of the
- 19 plan may be generated by either the unit member or the evaluator and are mutually
- 20 agreed upon. The Professional Growth Plan constitutes a commitment by the evaluator to
- 21 support and provide resources for planned activities of the unit member and a
- 22 commitment by the unit member to participate in the planned activities and use the
- 23 results to improve both individual performance and that of the unit. Professional Growth
- 24 Plans are also reviewed and approved by the evaluator's superior who also assumes a
- 25 commitment to support the plan.
- 26
- 27 16.04 Negative Performance Evaluations:
- 28
- 29 16.04.1 The unit member shall have the right to review and respond to any negative
- 30 evaluation in accordance with Article 15.01.5 Personnel Files, except that the
- 31 unit member shall be given a minimum of fifteen (15) working days to attach a
- 32 written response. The unit member has the right to union representation
- 33 during this process.
- 34
- 35 16.04.2 A unit member may review the judgment and recommendations of their
- 36 evaluator with the next highest manager or the Vice President of Human
- 37 Resources or their designee who shall provide the unit member with a response
- 38 within fifteen (15) working days or as mutually agreed.
- 39
- 40 16.04.3 Performance criterion marked as "needs improvement" on the evaluation will
- 41 require the development of a Needs Improvement Plan.
- 42
- 43 16.04.4 The Needs Improvement Plan will consist of specific recommendations for
- 44 improvements, specific observable outcomes to meet expectations, a timeline of
- 45 sixty (60) days, within the annual assignment period and excluding leave days,
- 46 in which to improve, and provisions for assisting the unit member in
- 47 implementing any recommendations made. This Needs Improvement Plan shall
- 48 be created by the evaluator in consultation with the evaluator's superior,
- 49 Human Resources, and CSEA 262, prior to issuance to the unit member.
- 50 16.04.5 At the conclusion of the sixty (60) day Needs Improvement period, the
- 51 evaluation process shall be repeated on deficient criteria. If the evaluator finds
- 52 that all deficiencies have been adequately remediated, no further action is
- 53 needed, and the evaluation will proceed to conclusion. If performance criterion
- 54 of "needs improvement" remain, the Needs Improvement Plan process will be

1 repeated with remediation specified for existing deficiencies.

2  
3 16.04.6 At the conclusion of the second sixty (60) day Needs Improvement Plan period,  
4 the evaluation process will again be repeated on deficient criteria. A finding of  
5 full remediation concludes the process. However, a finding of remaining  
6 deficiencies may constitute the basis for discipline.  
7

8 16.05 Standards and Training for Performance Evaluations and Rating Elements: Training for  
9 unit members on the performance evaluation process will be developed and presented by  
10 the District and CSEA 262 and be made available online at the District's expense.  
11

12 16.06 Grieving an Evaluation: A unit member may file an appeal through the established  
13 grievance procedures only on the grounds that the evaluation procedures specified in this  
14 Article have not been followed in the preparation of their evaluation.  
15

16 16.07 Term of Employment and Supervision: Upon election as a classified unit member, the person  
17 shall serve as a probationary unit member for a period of six (6) months of service following the  
18 date of his or her employment. The probationary period can be extended up to six (6) months  
19 by mutual written agreement between the District and CSEA, Chapter 262. The intent of the  
20 extension is to assist the unit member to obtain permanent employment.  
21

22 16.08 Nothing in this Article shall preclude the District from applying discipline as authorized by Board  
23 Policy and Administrative Procedure nor should it abridge the rights of the unit members  
24 regarding discipline as specified in Article 24.  
25  
26

## ARTICLE 17: CLASSIFICATION PROCEDURES

The intent of this Article is to assure that:

1. Unit members perform duties within the scope outline 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.

### 17.01 Definitions

17.01.1 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 position. Ed. Code Section 88001(f). As used in Section 17.02 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.

17.01.2 Type 2 – Pay Grade Change or Special Compensation: Each job classification within the CSEA 262 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 those 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 17, Section 17.03 and Article 8, Section 8.05, which also describes the process for creating such higher Salary Schedule pay grades. When recency is a component of the skill qualification for the pay grade, a lapse of that recency 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.

17.01.3 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 17.06 of this Article and in Article 8 Section 8.02.

17.02 Type 1 – Reclassification

- 17.02.1 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 262 on a semi-annual basis.
- 17.02.2 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.
- 17.02.3 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.
- 17.02.4 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.
- 17.02.4.1 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 then (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.
- 17.02.4.2 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.
- 17.02.4.3 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.

17.03 Type 2 – Pay Grade and Special Compensation

- 17.03.1 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 262 on a semi-annual basis.
- 17.03.2 Pay Grade: Criteria for establishing a pay grade within a job classification shall include all of the following:

- 17.03.2.1 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).
- 17.03.2.2 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 17.03.03. Unit members are responsible for continuing to meet criteria established for the pay grade granted.
- 17.03.2.3 All members of a job classification who meet the objective criteria shall receive approved pay grade compensation with the exception of those eligible for Special Compensation as described in 17.03.3.
- 17.03.3 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.
- 17.03.4 Placement of newly hired, transferred, or promoted unit members into a job classification with pay grades will be determined immediately subsequent to assuming job duties and will be retroactive to the date of hire. Special compensation shall continue during the period of time the District continues to need that skill.
- 17.03.5 A request for a pay grade or special compensation 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.
- 17.03.5.1 Requests shall be submitted on a Pay Grade or Special Compensation Request Form (Appendix D-2).
- 17.03.5.2 Requests must be submitted to Human Resources by the end of the first working week of each month. Pay grade requests will be considered by the Classification Study Committee and special compensation requests will be considered by the Reclassification Committee no later than the next scheduled meeting.
- 17.03.5.3 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 Pay Grade or Special Compensation Request Form shall do so no later than five (5) working days from the date the unit member signed the Request Form.
- 17.03.5.4 Human Resources shall forward the request to the appropriate Committee for review at their next scheduled meeting. A copy of the



1 date and time stamped form will be sent to the unit member.

2  
3 17.03.6 Approved pay grades and special compensation shall be subject to applicable laws  
4 and/or negotiations, including but not limited to provisions regarding retreat rights  
5 to former positions, changes in salary range, and/or other working conditions.  
6

7 17.03.7 The dollar amount of special compensation is negotiable. The dollar amount of an  
8 additional pay grade is referenced in Article 8: Salaries, Section 8.05.  
9

10 17.04 Committee Process  
11

12 17.04.1 The committee will be composed of three (3) representatives appointed by the Vice  
13 President of Human Resources and three (3) CSEA 262 members appointed by the  
14 Chapter President. A Human Resources staff member will serve on the Committee  
15 as a non-voting member. Both CSEA 262 and the District will appoint a minimum of  
16 three (3) alternates to serve as needed. Representatives from each group will serve  
17 terms starting in different years to produce staggered terms. Terms on the  
18 Reclassification Committee will be three (3) years and members may be reappointed  
19 for one (1) additional term. The Reclassification Committee will be responsible for  
20 classification Type 1 and 2 (special compensation).  
21

22 17.04.2 The CSEA Chapter President and Vice President of Human Resources or designees  
23 will notify each other of their committee members and alternates no later than the  
24 last working day of June.  
25

26 17.04.3 All committee members, including alternates, must be trained. The District and  
27 CSEA 262 shall mutually agree upon training, the training organization, and  
28 methodology. The cost of training will be funded by the District.  
29

30 17.04.4 All committee members must be in attendance for the committee to make a  
31 recommendation. An alternate may replace a committee member to achieve equal  
32 representation.  
33

34 17.05 Reclassification Request Review Process  
35

36 17.05.1 The Reclassification Committee will interview the unit member and the immediate  
37 manager. The Committee may request to interview subject matter experts (three  
38 (3) maximum) and/or appropriate manager as designated by the District prior to  
39 making a recommendation. The committee may request additional supporting  
40 documentation or work products as needed. The committee will have access to  
41 additional information such as, but not limited to, personnel files.  
42

43 17.05.2 The Reclassification Committee shall render a recommendation no later than ninety  
44 (90) working days after the Reclassification Committee first meets to review the  
45 reclassification request.  
46

47 17.05.3 The Reclassification Committee shall forward its recommendation and rationale to  
48 Human Resources. The Committee may recommend:  
49

- 50 1. Approval of the Reclassification Request, or
- 51 2. Special Compensation, or
- 52 3. Forwarding the request as a Type 3 classification study item, or
- 53 4. Denial of the request, or
- 54 5. Creation of a job description for a new classification.

- 17.05.3.1 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.
- 17.05.3.2 If the Reclassification Committee recommends the unit member should receive special compensation, the request shall be forwarded to Human Resources.
- 17.05.3.3 The Reclassification Committee may recommend the entire classification be forwarded to the Classification Study Committee for review in the next regularly scheduled classification study.
- 17.05.3.4 If the request is denied, Human Resources will notify the unit member of the denial and rationale.
- 17.05.3.5 If a job description in a new classification is recommended, the request will be forwarded to the Classification Study Committee.
- 17.05.4 When a recommendation has been submitted, Human Resources shall notify the applicants and the CSEA 262 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 17.09 to request reconsideration of the committee's recommendation.
- 17.06 Type 3 – Classification Study
  1. Regular cycle of review, or
  2. Referral from the Reclassification Committee as a result of the analysis of Type 1 request, or
  3. Request from a unit member and/or a manager.- 17.06.1 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 262 on a semi-annual basis.
- 17.06.2 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.
- 17.06.3 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.
- 17.06.4 Requests shall be submitted on a Classification Request Form (Appendix D-1).
  - 17.06.4.1 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.
  - 17.06.4.2 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.

17.06.4.3 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 17.07.

## 17.07 Classification Study Process

17.07.1 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 17.05.3.3 and individual requests for review under 17.06.4 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.

17.07.2 The Committee will be composed of three (3) representatives appointed by the Vice President of Human Resources and three (3) CSEA 262 members appointed by the CSEA 262 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 262 will be ongoing. The final person from each group will be drawn from the same or a similar classification being reviewed. Both CSEA 262 and the District will appoint a minimum of three (3) alternates to serve as needed for Representatives from each group will serve terms 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).

17.07.3 All committee members, including alternates, must be trained. The District and CSEA 262 shall mutually agree upon training, the training organization, and methodology. The cost of training will be funded by the District.

17.07.4 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.

17.07.5 The Classification Study Committee shall review all individuals within each classification that are recommended to be changed/updated.

17.07.6 The Classification Committee shall forward its recommendation and rationale to Human Resources. The Committee may recommend:

1. Existing job descriptions should be revised, or
2. A new job classification should be established, or
3. Creation of a new pay grade and placement of the unit member in the new or

- existing pay grade, or
4. Denial of the request to change the existing job description, or
  5. Denial of the request to create a new job classification.
- 17.07.6.1. If the Classification Committee recommends that the existing job description should be revised, they will make revisions and forward to HR, which will trigger 17.07.7.
- 17.07.6.2 If the Classification Committee recommends that a new classification should be established, the request shall be forwarded to Human Resources.
- 17.07.6.3 If the Classification Committee recommends the classification should have an additional paygrade, the request shall be forwarded to Human Resources to meet and confer with CSEA 262 to modify the job description and add the pay grade to the salary schedule.
- 17.07.6.4 The Classification Committee recommends no change to the existing job description.
- 17.07.6.5 The Classification Committee recommends no change to create a new job classification.
- 17.07.7 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 8 Section 8.02 will apply here.
- 17.07.8 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.
- 17.08 Reconsideration Process
- 17.08.1 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 17.05.4 of this Article. Requests for reconsideration must address one or both of the following:
- a. The rationale provided by the committee based on evidence submitted, or
  - b. New evidence.
- 17.08.2 Requests shall be submitted on a Reconsideration Request Form (Appendix D-3).
- 17.08.3 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 (Appendix D-1).

1 17.09 Changes in Compensation

2  
3 17.09.1 If a salary increase is approved by the Board of Trustees, for classification Type 1  
4 and Type 2, then the salary increase shall be retroactive to the date Human  
5 Resources received the Classification Request Form or Pay Grade or Special  
6 Compensation Form (Appendix D-1/D-2).  
7

8 17.09.2 If the Compensation Analysis determines the salary schedule is less than a unit  
9 member's current salary, the unit member shall be Y-rated and no salary increases  
10 shall be received until the salary schedule "aligns" with the unit member's newly  
11 assigned salary schedule.  
12

13 17.09.3 In the case of a reclassification to a higher class, if the increase in pay is 5% or  
14 more, the unit member's anniversary date shall be one (1) year from the date of  
15 implementation. If the increase is less than 5%, the unit member's anniversary  
16 date shall remain the same as it was before the reclassification (see Article 8,  
17 Section 8.04).  
18

19 17.10 The process as outlined in the Article is subject to grievance (see Article 18), not the outcome.

20  
21 17.11 Completed forms associated with this Article shall be retained by the District in the unit  
22 member's personnel file for not less than 7 years.  
23  
24  
25

1 **ARTICLE 18: GRIEVANCE PROCEDURE**

2  
3 18.01 Purpose:

4  
5 The purpose of these procedures is to secure, at the lowest possible administrative level,  
6 equitable solutions to the problems which may from time to time arise affecting the welfare or  
7 working conditions of unit members.  
8

9 18.02 Definitions:

10  
11 18.02.1 A grievance is a claim by a grievant that there has been a violation, misinterpretation, or  
12 misapplication of a provision of this agreement.  
13

14 18.02.2 A grievant is a unit member or an authorized CSEA 262 representative.  
15

16 18.03 General Provisions:

17  
18 18.03.1 Actions to challenge or change the policies of the District as set forth in the Board  
19 Rules and Regulations or Administrative Regulations and Procedures must be  
20 undertaken under separate legal processes and not in conflict with the provisions of  
21 this Agreement. Other matters for which a specific method of review is provided by  
22 law, by the Board Rules and Regulations, or by the Administrative Regulations and  
23 Procedures of the District are not within the scope of this procedure.  
24

25 18.03.2 Until final disposition of the grievance, the grievant is required to conform to the  
26 direction of his or her immediate manager.  
27

28 18.03.3 Each party involved in a grievance shall act quickly so that the grievance may be  
29 resolved promptly. Each party agrees to complete action within the time limits  
30 contained in the grievance procedure; however, with the written consent of the  
31 parties to the grievance, the time limitation for any level may be extended. Any  
32 grievance not advanced to the next level within the time limits established for that  
33 level shall bar the grievant from any further right to pursue that grievance and the  
34 grievance shall be deemed resolved with the decision rendered at the previous level  
35 (including "Level One"). Failure on the part of an administrator to answer within the  
36 time limits set forth for any level will entitle the unit member to proceed to the next  
37 level (including "Level One").  
38

39 18.03.4 Time limits provided in each level shall begin at the expiration of the previous time  
40 limit or the day following receipt of written decision by the parties in interest.  
41

42 18.03.5 Grievance meetings shall be scheduled at a time mutually acceptable to the District  
43 and the grievant at times that shall not adversely affect the normal duties of any  
44 personnel and services of the District, except that the grievant shall be allowed  
45 release time to attend grievance procedures.  
46

47 18.03.6 In order to encourage a professional and harmonious disposition of unit members'  
48 grievances, it is agreed that from the time a grievance is filed until it is processed  
49 through Level Four, or decided to the mutual satisfaction of the grievant and the  
50 District, neither party shall inform the general public of either the details of the  
51 grievance or evidence regarding the grievance.  
52

53 18.03.7 All meetings and hearings under this procedure shall be closed to all persons other  
54 than the parties in interest, their representatives, and witnesses as necessary.

- 1 18.03.8 All procedural documents, communications, and records dealing with the processing  
2 of a grievance will be filed in a separate grievance file maintained by the District, and  
3 will not be kept in the personnel file of any of the participants. The grievance file  
4 shall be available for inspection only by the grievant, or with the grievant's written  
5 authorization, his/her CSEA 262 representative and those management, supervisory,  
6 and confidential employees directly involved in the grievance procedure.  
7
- 8 18.03.9 The grievant shall fill out the grievance form (see Appendix E) being as specific as  
9 possible. Changes made to Appendix E must be mutually agreed to by both CSEA  
10 262 and the District.  
11
- 12 18.03.10 The grievant shall have the right to union representation at all levels of the grievance  
13 procedure. Nothing contained herein will be construed as limiting the right of a  
14 grievant from having a grievance adjusted without intervention of CSEA 262,  
15 provided that such adjustment is not inconsistent with the terms of this Agreement  
16 and that CSEA 262 has been given a copy of the grievance and given an opportunity  
17 to respond prior to its implementation.  
18
- 19 18.03.11 No reprisals of any kind will be taken by the Board, the President of the College, CSEA  
20 262, or by any member or representative of the Administration of the College, against  
21 any aggrieved person, any member of CSEA 262, or any other participant in the  
22 grievance procedure by reason of such participation.  
23
- 24 18.03.12 The District and CSEA 262 shall pay their own expenses incurred in the grievance  
25 procedure. Parties shall equally share the expenses of the committee chairperson if  
26 such becomes necessary. Each party shall be responsible for compensating its own  
27 representatives and witnesses. If a party desires that a record of the testimony be  
28 made from the tape recording of the hearing of the Grievance Committee, it may  
29 cause such a record to be made at its own expense provided, however, if the other  
30 party or parties request copies of such record, the cost shall be divided equally.  
31
- 32 18.03.13 The grievant must be present at each level of the grievance procedure. Either party  
33 may be represented by a party of their choice beginning at Level One of the grievance  
34 procedure.  
35
- 36 18.03.14 If a grievance arises from action or inaction by the Board of Trustees, the aggrieved  
37 person shall submit such grievance in writing directly to the President of the College,  
38 the President of the Board, and may optionally notify CSEA 262. The processing of  
39 such grievance shall be commenced at Level Three.  
40
- 41 18.03.15 Adjustment of any grievance described herein shall not be inconsistent with the  
42 specific provision(s) of this Agreement.  
43
- 44 18.03.16 Nothing contained in the grievance procedure shall be construed to deny the District,  
45 the Board, the President, CSEA 262, or any unit member the rights guaranteed to  
46 them under state or federal law.  
47
- 48 18.03.17 Any grievance occurring during the period between the termination date of this  
49 Agreement and the effective date of a new Agreement shall not be processed. Any  
50 grievance which arose prior to the effective date of this Agreement shall not be  
51 processed. Notwithstanding the expiration of this Agreement, any grievance claim  
52 initiated within the term of this Agreement may be processed through the grievance  
53 procedure until resolution.  
54

- 1 18.03.18 A grievance may be withdrawn by the grievant at any time and at any step of this  
2 procedure provided, however, that same grievance shall not be filed a second time by  
3 the same party for the same incident.  
4
- 5 18.03.19 For the purpose of this grievance procedure, working days are defined as those days  
6 of normal business of the District's central office.  
7
- 8 18.03.20 In settlement of any grievance resulting in retroactive adjustment, such adjustment  
9 shall be limited to the date of signing of this Agreement.  
10
- 11 18.03.21 The Vice President, Human Resources, or designee shall administer the provisions of  
12 this Article.  
13
- 14 18.04 Procedures:  
15
- 16 18.04.1 Level One:  
17
- 18 18.04.1.1 The grievant must complete the grievance form and submit it to the  
19 immediate manager. The grievance form shall include the  
20 specific provisions of this agreement violated, the date such violations  
21 occurred, the circumstances involved, and the specific remedy sought.  
22
- 23 18.04.1.2 Within ten (10) work days of the receipt of the grievance form, the  
24 manager shall meet with the grievant to resolve the matter.  
25
- 26 18.04.1.3 Within ten (10) work days of the meeting, the immediate manager shall  
27 give his or her written response to the grievant with a copy to Human  
28 Resources and to CSEA 262.  
29
- 30 18.04.1.4 Prior to implementation, CSEA 262 shall be given an opportunity  
31 to respond within ten (10) work days of receipt.  
32
- 33 18.04.2 Level Two:  
34
- 35 18.04.2.1 If the grievant is not satisfied with the disposition on the grievance at  
36 Level One, the grievant shall have ten (10) work days after receiving the  
37 written response from Level One to submit a Level Two, written grievance  
38 to the Office of Human Resources.  
39
- 40 18.04.2.2 The Office of Human Resources shall promptly forward the formal  
41 grievance to the next highest manager with authority to act and provide  
42 the name of the same to the grievant and CSEA 262.  
43
- 44 18.04.2.3 Within ten (10) work days after receiving the Level Two grievance, said  
45 manager shall meet with the parties and provide a written response to the  
46 grievant, CSEA 262, and to the appropriate Vice President.  
47
- 48 18.04.3 Level Three:  
49
- 50 18.04.3.1 If the grievant is not satisfied with the disposition of the grievance at Level  
51 Two, the grievant shall have ten (10) work days after receiving the written  
52 response from Level Two to submit the Level Three grievance to the Vice  
53 President of the manager who presided at Level Two or their designee.  
54



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

18.04.3.3 Within ten (10) work days after receiving the formal grievance at this level, said Vice President or their designee shall meet with all parties and provide a written response to the grievant and CSEA 262.

18.05 Arbitration:

18.05.1 If the grievant is not satisfied with the results of Level Three, the grievant shall, within ten (10) work days after the written response received in Level Three, file a written request to the Vice President of Human Resources to proceed to arbitration.

18.05.2 Selection of an Arbitrator: As soon as possible and in any event not later than ten (10) working days after the District received the written notice of the grievant's desire to arbitrate, the District and CSEA shall attempt to agree upon an arbitrator. An arbitrator shall be selected from a list furnished by the California State Mediation and Conciliation Services by alternate striking of names until one name remains. The party who strikes the first name shall be determined by lot and the names shall be ranked in order of preference. If the arbitrator selected is unavailable for hearing within sixty (60) calendar days, the District and CSEA shall select an arbitrator next in order from the preference list. The arbitrator shall cause the hearing to be recorded.

18.05.3 The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation, misinterpretation or misapplication of the provisions of this Agreement in the respect alleged in the grievance. The decision of the arbitrator shall be based solely upon the evidence and arguments presented by the respective parties in the presence of each other, and upon arguments presented in briefs.

18.05.4 The function and purpose of the arbitrator is to determine disputed interpretation of the terms of the Agreement, or to determine disputed facts upon which the application of the Agreement depends. Past practice of the parties in interpreting or applying terms of this Agreement may be relevant evidence, but shall not be used to effect a modification of the written terms or the Agreement.

18.05.5 The arbitrator's decision shall, unless extended by mutual written agreement of the parties, be rendered within forty-five (45) calendar days after the date of final submission. All fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall bear the expenses of the presentation of its own case.

18.06 Arbitrator's Decision, Board Review:

18.06.1 The decision of the arbitrator within the limits herein prescribed shall be in the form of a recommendation to the Board of Trustees.

18.06.2 If grievant files a request to the Board to undertake review of the arbitrator's decision within ten (10) working days of its issuance, the Board shall then undertake review of the entire hearings record and briefs. The Board may also, if deems it appropriate, permit oral arguments by representatives of the parties, but only in the presence of one another. In such case, the Board shall render a decision on the matter within forty-five (45) calendar days after receiving the arbitrator's decision. If the Board

1  
2  
3

does not render a decision within the time specified, it shall be deemed to have adopted the decision reached through arbitration.

1 **ARTICLE 19: LAYOFF**

2  
3 19.01 CSEA 262 and the District agree to meet and negotiate the impacts and effects of proposed  
4 layoffs upon the classified unit members.

5  
6 No probationary or permanent classified unit member shall be considered for layoff until all non-  
7 permanent, non-academic employees have been terminated except for those short-term  
8 employees who are performing a service that shall not exceed sixty (60) working days and that  
9 shall not be continued at the end of such service.

10  
11 General Provisions:

12  
13 Classified unit members shall be subject to layoff for lack of work and/or lack of funds.  
14 Whenever a classified unit member is laid off, the order of layoff within the class shall be  
15 determined by length of service. Unit members who have been employed the shortest time in  
16 the class, plus higher classes, shall be laid off first. Reemployment shall be in the reverse order  
17 of layoff.

18  
19 CSEA Chapter 262 and the District agree to meet and negotiate the impacts and effects of layoffs  
20 on a case by case basis. Subsequent to Board action to eliminate a position that would  
21 potentially trigger a layoff, within one week of receipt of notification, the District and CSEA 262  
22 shall immediately enter into negotiations. If after thirty (30) days of receipt of notification no  
23 agreement is reached, sixty (60) day notice shall be issued and negotiations shall continue  
24 regarding impacts and effects of the layoff. Standards for such layoffs will follow 19.02.4, unless  
25 modified by mutual agreement, during the negotiation period. Subsequent to the conclusion of  
26 these negotiations, the District will notify those affected of their layoff as specified in 19.02.1.

27  
28 It is the intent of the District and CSEA 262 in implementing this Article to meet the operational  
29 needs of the District related to lack of work and/or lack of funds and to meet the needs of the  
30 unit members potentially subject to layoff. Further it is the intent of the District and CSEA 262  
31 during negotiations of the impacts and effects of layoff to explore all options to meet both of  
32 these needs.

33  
34 19.02 Notification of Layoff:

35  
36 19.02.1 If unit members hired under specially funded programs are to be laid off at the end  
37 of the school year, such unit members shall be given written notice of dates of layoff,  
38 informed of displacement rights, if any, and re-employment rights. A layoff notice  
39 shall be given not less than sixty (60) days prior to the effective date.

40  
41 19.02.2 When as a result of elimination, service being performed by any department,  
42 classified unit members who shall be subject to layoff shall be given written notice of  
43 layoff not less than sixty (60) days prior, before the effective date of their layoff.

44  
45 19.02.3 Nothing in these rules shall preclude a layoff for lack of funds or lack of work in the  
46 event that the Board of Trustees determines that layoff is necessary.

47  
48 19.02.4 Written notice of layoff shall be sent by certified mail or delivered in person to the  
49 affected unit members. A copy of the notice and seniority list shall be provided to  
50 the CSEA, Chapter 262 President no less than thirty (30) days prior to publishing of  
51 the board agenda.

52  
53 19.02.5 A classified unit member may not be laid off if a short-term employee is retained to  
54 render a service that the classified unit member is qualified to render. No permanent

or probationary unit member shall be laid off from any position while student workers, provisional, hourly or limited term employees are retained that supplants a unit member's work.

19.02.6 Notice of Layoff shall include the following:

- An up to date list of all classifications in which the unit member has seniority;
- Effective date of the layoff;
- Unit member's bumping and reemployment rights;
- Name and classification of the unit member designated for layoff with a reference to unemployment benefits; and
- The unit member's fringe benefits rights, as referenced in Article 8, and other legal benefits specified by law, such as COBRA;
- Any other terms and conditions negotiated under 19.02.

19.02.7 Failure to serve proper notice shall require the issuance of a new sixty (60) day notice.

19.02.8 Unit members who have bumping rights must provide written notification of their intention to exercise their rights to the District within ten (10) days after notification of their options or they will forfeit their bumping rights and be placed on the preferential reemployment list.

19.02.9 Notification of Reemployment: Any unit member who is laid off or retired in lieu of layoff, and is subsequently eligible for re-employment, shall be notified through certified mail, by the District, as to the date of the opening at their last known address to the District. The unit member must respond in writing within ten (10) working days of issuance of the letter to be deemed to have declined the offer.

19.03 Computation of Seniority:

19.03.1 Seniority is determined by hire date into a regular classified position. No seniority shall be earned during periods of separation from the service of the District except during Military Leave, and unpaid industrial injury/illness leave.

19.03.2 Paid service performed prior to entering into a probationary status in the classified service shall not be credited toward seniority.

19.03.3 All service in the classification, plus higher classifications, shall count toward seniority in the previous classification. Seniority in the higher classification shall begin on the start date of the higher classification.

19.03.4 A permanent unit member laid off and subsequently reinstated within thirty-nine (39) months shall retain the seniority earned prior to the layoff.

19.03.5 In the event two (2) or more unit members in the same classification have the same hire date, seniority shall be determined by a drawing of numbers conducted by the Vice President of Human Resources and CSEA 262 Chapter President.

1 19.04 Bumping Rights and Procedures:

2  
3 The term "bumping" as used in this section is used to describe when one unit member displaces  
4 another unit member from a position based upon seniority.

5  
6 Unit members notified of layoff from their present position may bump into the same or previously  
7 held classification in which they hold seniority greater than an incumbent. Unit members subject  
8 to layoff may bump into a position with a higher classification only if they have established  
9 permanency in that position and have greater seniority than the person being bumped. The right  
10 to bump must be exercised within ten (10) days of notice of layoff.

11  
12 Unless otherwise negotiated by the District and CSEA 262, the following shall apply:

13  
14 19.04.1 The right to bump any incumbent in the same class shall not be allowed if there is a  
15 vacant position in the unit member's current class to which they shall be assigned.

16  
17 19.04.2 If no vacancy exists in the same class, then the affected unit member will be offered  
18 the least senior occupied position in the same class by seniority, regardless of the  
19 number of work days or months per year of either position. Unit members displaced  
20 because of bumping process shall, in succession, be granted, by seniority the same  
21 bumping rights.

22  
23 19.04.3 Bumping into a lower class shall be considered a voluntary demotion and salary  
24 placement shall be at the step which most nearly corresponds to, but does not  
25 exceed, the unit member's current salary placement.

26  
27 19.04.4 In all cases, unit members exercising their bumping rights must possess the skills  
28 and be able to perform the duties required of the class into which they bump. Unit  
29 members who do not meet the qualifications for the classification may bump into a  
30 classification in which they have previously served and has sufficient seniority to  
31 bump, or the unit member may apply for vacant positions.

32  
33 19.05 Retirement in Lieu of Layoff:

34  
35 Any unit member subject to layoff and who elected service retirement from the California Public  
36 Employees' Retirement System (CalPERS) be placed on the thirty-nine (39) month reemployment  
37 list. The District shall notify the CalPERS Board of Administration of the fact that retirement was  
38 due to layoff for lack of work or of funds. If the unit member is subsequently subject to  
39 reemployment and accepts, in writing, the appropriate vacant position, the District shall maintain  
40 the vacancy until the CalPERS Board of Administration has properly processed their request for  
41 reinstatement from retirement.

42  
43 19.06 Reemployment Procedures:

44  
45 Any regular unit member who must be laid off after exercising all rights guaranteed under this  
46 article shall have their name placed on a preferential reemployment list by class and in order of  
47 seniority. Such unit member shall be reemployed in preference to new applicants for positions in  
48 which they meet minimum qualifications for a period of thirty-nine (39) months from their layoff  
49 date. As vacancies occur, reemployment shall be offered to the unit member with the greatest  
50 seniority.

51  
52 19.06.1 If a unit member is laid off and reemployed within thirty-nine (39) months of the  
53 layoff, then all unused sick leave accumulated prior to the effective date of the layoff  
54 shall be credited back to the unit member's records.

- 1 19.06.2 If the unit member is reemployed within thirty-nine (39) months of the date of the  
2 layoff, the unit member shall retain vacation longevity that they held prior to the  
3 layoff.  
4
- 5 19.06.3 If the unit member is laid off and is subsequently employed in an equal or lower  
6 classification within thirty-nine (39) months of the date of layoff, the unit member  
7 will be placed on the step from which they left and shall not serve an additional  
8 probationary period.  
9
- 10 19.06.4 When a vacancy occurs in a class for which a reemployment list has been  
11 established, the most senior unit member in the classification on the reemployment  
12 list shall be notified by certified mail of the vacancy. An attempt shall be made prior  
13 to sending the mail notice to contact the unit member by telephone.  
14
- 15 A unit member on the reemployment list shall have five (5) calendar days following  
16 service of the certified notice of reemployment to either accept or reject the offer. If  
17 the unit member rejects the offer or fails to respond, the unit member shall remain  
18 on the list, and thereby be entitled to two (2) additional offers of reemployment. If  
19 the unit member accepts the initial offer, they are to report to work within five (5)  
20 calendar days of service of the notice. If the unit member fails to comply with these  
21 prescribed limits, such failure shall constitute rejection of the District's offer.  
22
- 23 A unit member may decline three (3) offers of reemployment in their former class.  
24 After the third refusal, no additional offers need be made and the unit member shall  
25 be considered unavailable for the duration of the preferential reemployment list.  
26
- 27 19.06.5 Unit members are responsible for immediately notifying the District, in writing, of any  
28 change of official mailing address. Any failure to do so which, in turn, causes a  
29 failure of notice to the unit member shall be the responsibility of the unit member,  
30 and shall not entitle the unit member to additional consideration.  
31

1 **ARTICLE 20: PERSONAL/PROFESSIONAL GROWTH**

2  
3 20.01 Higher Education Benefits: A unit member may earn each of the following benefits once each  
4 contract year:

5  
6 20.01.1 \$300 for completing three (3) semester, or four (4) quarter units and \$50 for each  
7 additional unit of lower division credit at any school accredited by one of the six  
8 regional accrediting associations of schools and colleges; or

9  
10 20.01.2 \$500 for obtaining any job-related licenses and/or certificates at any school accredited  
11 by one of the six regional accrediting associations of schools and colleges or an  
12 industry-recognized credential; or

13  
14 20.01.3 \$750 for completing three (3) semester, or four (4) quarter units and \$100 for each  
15 additional unit of upper division or graduate units at any school accredited by the six  
16 regional accrediting associations of schools and colleges.

17  
18 20.01.4 Degrees Earned or Conferred: An additional one-time benefit will be granted for  
19 degrees earned or conferred. The one-time benefit will be \$1,000 for an Associate  
20 Degree; \$1,500 for a Bachelor's Degree and \$2,000 for a Master's Degree or  
21 higher.

22  
23 20.01.5 Higher Education Benefits Guideline: The unit member must complete the units during  
24 the fiscal year in which the benefit will be earned and submit a transcript or grade  
25 report as proof of satisfactory completion. The District may require an official  
26 transcript, if it deems necessary. The units must be earned on the member's own  
27 time, and related costs, i.e., books, registration, assorted fees, will not be paid by the  
28 District. Applicable units must earn a grade of "C" or better. See Appendix F:  
29 Application for Personal/Professional Growth Benefit form.

30  
31 20.02 Professional Growth Benefit: Professional growth activities, such as formal workshops, seminars, or  
32 other training directly related to the unit member's job, may be counted toward earning the lower  
33 division benefit referenced in 20.01.1. These activities must be attended during the unit member's  
34 non-working time, except while utilizing authorized paid leave time as provided for in Section 20.03.  
35 Sixteen (16) hours of documented staff development will equate to one lower division semester  
36 unit. Activity hours may be combined with college units to earn the benefit, but are not required to  
37 be earned within the twelve (12) month period as mentioned in 20.01. See Appendix G,  
38 Application for Release Time During Work Hours to Attend Professional Growth Activity form.

39  
40 20.02.1 The Classified Professional Development Committee (CPDC) will be responsible for  
41 certifying appropriately job-related ongoing on-campus professional development  
42 activities and hours that equate to the lower division semester units mentioned in  
43 20.01. Such certification will establish these appropriate activities as generally job-  
44 related for all unit members and thus eligible for the Professional Growth Benefit.

45  
46 20.02.2 Unit members who are granted flexible scheduling time as outlined in 20.03 to attend  
47 training that is on campus and job-related are eligible to earn the Professional Growth  
48 Benefit.

49  
50 20.02.3 Unit members who have a manager-approved Performance Improvement Plan are  
51 eligible to earn the Professional Growth Benefit while receiving training prescribed  
52 under the Plan.  
53  
54

1   20.03   Professional Growth Leave:

2  
3       20.03.1   The District may grant, with management approval, release time or a flexible  
4                   schedule, as referenced in Article 10.01.4.3, to unit members who request to attend:

5  
6                   20.03.1.1   Classes or training related to the unit member's current job classification.

7  
8                               Unit members are required to obtain approval from their immediate  
9                               manager by submitting an Application for Release Time During Work  
10                              Hours to Attend Professional Growth Activity form (Appendix G) to their  
11                              manager a minimum of fourteen (14) days prior to the start of the  
12                              workshop.

13  
14                             The immediate manager shall reply to this request in a timely manner  
15                             sufficient to allow the member to attend the workshop.

16  
17                             If the request is denied, the immediate manager shall provide a written  
18                             reason on the Professional Growth Workshop Form. Such reasons must  
19                             be related to the operation of the unit in which the unit member serves  
20                             or is not related to the unit member's job classification.

21  
22                   20.03.1.2   Workshop(s) that relate to a unit member's job classification.

23  
24                   20.03.1.3   Activities sponsored by Professional and Organizational Development that  
25                               enhance skills and abilities of unit members.

26  
27       20.03.2   The District may require professional development or training in the following areas  
28                   for which release time will be made available. It is the District's responsibility to  
29                   schedule such activities.

30  
31                   20.03.2.1   Professional development, training, and/or certification that directly  
32                               pertains to a unit member's responsibility as a disaster service worker.

33  
34                   20.03.2.2   Professional development, training, and/or certification that is mandated  
35                               by an agency for a specific Mt. SAC job classification. For example,  
36                               teachers in the Child Development Center are required to hold valid  
37                               permits issued by the Commission on Teacher Credentialing. Specifics for  
38                               Public Safety unit members can be found in Article 25.

39  
40                   20.03.2.3   Professional development or training to meet the requirements of the  
41                               District's Equal Employment Opportunity Program and Title 5 regulations,  
42                               and to carry out the duties that are required of the EEO Representative  
43                               during the hiring process.

44  
45   20.04   New Classified Professional Orientation and Seminars:

46  
47       20.04.1   A focused orientation for new employees will be provided by Human Resources  
48                   developed in collaboration with CSEA 262 and other relevant departments within the  
49                   first thirty (30) days of employment.

50  
51       20.04.2   New Classified Professional Seminars will be developed and presented by Professional  
52                   and Organizational Development in collaboration with CSEA 262, and employees shall  
53                   be provided a copy of the District's Classified Professional Guide.

54       20.04.3   A minimum of two (2) all-day New Classified Professional Orientations and Seminars



will be developed and presented by Professional and Organizational Development in collaboration with CSEA 262 each fiscal year.

.1 With notification to their manager, new classified unit members shall be given release time to attend one of the New Classified Professional Orientations and Seminars.

20.05 Classified Professional Development Activities:

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

20.05.2 Additional topic-based, partial day format workshops will be provided throughout the fiscal year. All seminars and workshops will be at the District's expense. All workshops developed for classified employees shall be developed by Professional and Organizational Development with input from the Classified Professional Development Committee. Any union-related professional development workshops will be developed by CSEA 262.

20.05.3 An annual classified retreat will be funded by the District in the amount of \$30,000 with the outcomes and scope determined by mutual agreement of the District and CSEA 262, including the extent of the participation of CSEA 651 and Confidential employees. Participation is subject to the provisions of this Article. In the event the funds are not fully exhausted by retreat costs, the remaining funds will be used to provide skill reinforcement for the participants during the following year.

20.06 Release Time for Workshop Presenters: Unit members who meet certain qualifications are eligible for release time to provide instruction at professional development workshops or trainings. Release time would be twice the length of the training, which would include prep time. The Classified Professional Development Committee will ensure that presenters meet qualifications for general professional development and CSEA 262 for union-related professional development. The schedule for the preparatory release time will be mutually agreed between the presenter and the immediate manager.

20.07 Classified Professional Reference Guide:

20.07.1 The Classified Professional Reference Guide will be developed by the District in collaboration with CSEA 262 and will be made available online.

20.07.2 The District shall make available, without charge, a copy of the Classified Professional Reference Guide to each unit member.

20.07.3 The Classified Professional Reference Guide shall be revised periodically and made available.

1 **ARTICLE 21: HEALTH AND SAFETY**

2  
3 21.01 Compliance: The District will strive to maintain a safe working environment and take prompt  
4 corrective action to eradicate all know cases of toxins, hazards, harassment, threats, and  
5 violence.  
6

7 21.02 Health and Safety Committee: Two (2) members of CSEA 262 shall be appointed to the District  
8 Health and Safety Committee.  
9

10 21.03 Release Time: The bargaining unit members of the committee shall be allowed release time to  
11 carry out obligations under Section 21.02.  
12

13 21.04 Non-Discrimination: No unit member shall be in any way discriminated against as a result of  
14 reporting any condition believed to be a violation of Section 21.01.  
15

16 21.05 Rest Facilities: The District shall make available adequate lunchroom, restroom, and lavatory  
17 facilities for unit member use.  
18

19 21.06 Safety Equipment: Should the employment duties of a unit member in the bargaining unit in the  
20 estimation of OSHA require use of any equipment or gear to ensure the safety of the unit  
21 member or others, the District agrees to furnish such equipment or gear.  
22

23 21.07 Reporting Responsibility: In the course of performing their normally assigned work, unit  
24 members will be alert to observe unsafe practices, equipment and conditions in their immediate  
25 area which represent health hazards and will report such conditions to their immediate manager.  
26

27 Unit members shall report all accidents immediately to their immediate managers. Reports shall  
28 be submitted on forms provided by the District. All injuries should be reported immediately. In  
29 cases of injuries requiring medical attention, report forms provided by the District shall be  
30 submitted within twenty-four (24) hours.  
31

32 21.08 Declared Emergencies:

33  
34 21.08.1 Unit members, as public employees, are disaster service workers subject to such  
35 disaster service activities as may be assigned to them by their supervisor or by law.  
36

37 21.08.2 As disaster service workers, unit members who are on campus during such a time as  
38 a local or state emergency has been declared may be asked to perform jobs other  
39 than their usual duties for periods of time exceeding their normal working hours.  
40

1 **ARTICLE 22: SAVINGS PROVISIONS**

2  
3 22.01 If, during the life of this Agreement, there exists any applicable law or any applicable rule,  
4 regulation, or order issued by governmental authority other than the District which shall render  
5 invalid or restrain compliance with or enforcement of any section, subsection, sentence, clause,  
6 or phrase of this Agreement, such section, subsection, sentence, clause, or phrase shall be  
7 immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or  
8 order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not  
9 invalidate any remaining portions which shall continue in full force and effect.

10  
11 22.02 In the event of suspension or invalidation of any section, subsection, sentence, clause, or phrase  
12 of this Agreement, the parties shall, upon request of either party, meet and negotiate within  
13 twenty-two (22) working days after such determination for the purpose of arriving at a mutually  
14 satisfactory replacement.

15  
16 22.03 If any provision of this Agreement is in conflict with Federal Executive Orders 11246 and 11375,  
17 as amended, Title VII of the Civil Rights Act of 1964, Title IX of the 1972 Higher Education  
18 Amendments, and federal regulations pertaining thereto, or any state programs, the provisions of  
19 such orders, laws, federal regulations, and rules shall prevail. All other provisions or applications  
20 of this Agreement shall remain in full force and effect.  
21

1 **ARTICLE 23: EFFECT OF AGREEMENT**

2  
3 23.01 The Agreement expressed herein, in writing, constitutes the entire Agreement between the  
4 parties and no oral statement shall add to or supersede any of its provisions.

5  
6 23.02 The parties acknowledge that during the bargaining which preceded this Agreement, each had  
7 the right and opportunity to make demands and proposals with respect to any subject or matter  
8 not removed by law from the area of bargaining and that the understanding and agreements  
9 arrived at by the parties, after the exercise of that right, and opportunity, are set forth in this  
10 Agreement. Therefore, the District and CSEA 262, for the life of this Agreement, each voluntarily  
11 and unqualifiedly waive the right, and each agrees that the other shall not be obligated to  
12 bargain with respect to any subject or matter referred to, or covered in this Agreement, or with  
13 respect to any subject or matter not specifically referred to, or not settled, during bargaining  
14 even though such subject or matter may not have been within the knowledge or contemplation  
15 of either or both of the parties at the time they negotiated or signed this Agreement. Such  
16 matters shall not be subject to the grievance procedure.

17  
18 23.03 All terms and conditions of employment not covered by this Agreement shall continue to be  
19 subject to the District's direction and control. There are no provisions in this Agreement that  
20 shall be deemed to limit or curtail the District in any way in the exercise of its rights, powers, and  
21 authority which the District had prior to the date this Agreement was entered into unless and only  
22 to the extent that the provisions of this Agreement specifically curtail or limit such rights, powers,  
23 and authority.  
24

1     **ARTICLE 24: DISCIPLINE**

2

3     24.01     The District and CSEA Chapter 262 hereby create a task force to establish a Guide to Good

4               Practices in Pre-Disciplinary and Disciplinary Processes in accordance with the principles of

5               progressive discipline and the application of this Agreement, Board Policies, Administrative

6               Procedures, Education Code, Government Code, other applicable statutes, and case law. The

7               Guide will specifically address definitions of terms and processes, the procedures to be used for

8               Skelly hearings and Evidentiary hearings, and processes for mutual agreement for non-binding

9               arbitration.

10

11    24.02     A unit member shall be entitled to representation during any pre-disciplinary or

12               disciplinary meeting.

13

14

1 **ARTICLE 25: POLICE AND CAMPUS SAFETY**

2  
3 25.01 Uniforms and Equipment: The College will provide uniforms and equipment, and maintenance of  
4 those items, for all unit members required to wear them in the manner, quantity, and frequency  
5 as determined by the Chief of Police. The purchase of shoes and/or boots will be the  
6 responsibility of the employee.

7  
8 The style and color of uniforms for the respective job classifications will be determined by the  
9 Chief of Police or designee. Specifications on uniform appearance and authorized equipment can  
10 be found in the Department policy manual.

11  
12 Authorized unit members shall only use firearms that are issued or approved by the Department  
13 and have been thoroughly inspected. Except in an emergency or as directed by Board Policy and  
14 a supervisor, no firearm shall be carried by a unit member who has not qualified with that firearm  
15 at an authorized department range.

16  
17 Unless authorized by Board Policy and the written authorization of the Chief or Deputy Chief of  
18 Police, all other weapons not provided by the Department are prohibited for use by unit members  
19 in the performance of their official duties.

20  
21 The Department will provide a secure locker for the storage of uniforms and equipment.

22  
23 25.02 Training: The College shall provide unit members with job-related mandatory safety training to  
24 safely and effectively perform their assigned duties and for mandated training to remain qualified  
25 and/or certified to meet requirements specified in their respective job descriptions. Unit  
26 members shall be released to attend these trainings, which shall be provided during their normal  
27 working hours. Those who work evening shifts shall receive appropriate compensation for  
28 receiving this training if they are required to attend a training that is not during their normal  
29 working hours.

30  
31 25.03 Court On-Call: When a unit member is assigned court on-call duty outside of their normal shift,  
32 the unit member shall be informed in writing, in advance whenever practicable, of the dates and  
33 inclusive hours of such assignment. The unit member shall be compensated at one-fourth (1/4)  
34 of their basic hourly rate for the entire period of such assignment with a minimum of one (1)  
35 hours' pay.

36  
37 Court on-call duty requires that unit member so assigned: (1) to be reachable by telephone or  
38 other communication device; (2) to be able to report to work in a reasonable time; and (3) to  
39 refrain from activities which might impair their ability to perform assigned duties.  
40  
41

1	<b>APPENDICES</b>	
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APPENDIX A (7/1/18)  
SALARY SCHEDULE ASSIGNMENTS FOR  
CLASSIFIED EMPLOYEES – CSEA, CHAPTER 262, UNIT A

<b>CLASSIFICATION</b>	<b>RANGE</b>	<b>CLASSIFICATION</b>	<b>RANGE</b>
Accommodations Specialist	81	Educational Technology Coordinator	124
Accompanist/Librarian	(90) 88	Employment Specialist	81
Account Clerk I, II, III	69, 79, 88	EOPS Outreach Specialist	53
Administrative Noncredit Curriculum Specialist	104	EOPS Tutorial/Peer Counselor Supervisor	53
Administrative Secretary	88	Equipment Technician – Electronics	95
Admissions & Records Clerk I, II, III	59, 69, 81	ESL Learning Resources Technician	62
Admissions & Records Computer Technician	79	ESL Outreach Specialist	53
Admissions & Records Systems Analyst	124	ESL Instructional Support Assistant	45
Admissions & Registration Clerk	45	Exercise Science/Health Supervisor	112
Alternate Media Technician	62	Facilities Specialist	81
Assistant Curriculum Specialist	70	Financial Aid Specialist	81
Athletic Eligibility Specialist	88	Financial Aid Technician	81
Athletic Trainer	(110) 105	Financial Aid Systems Programmer	124
Benefits Specialist	88	Financial Aid Systems Analyst	124
Budget & Accounting Technician	95	Grants Specialist	95
Buyer	79	Graphics Designer	98
Caseworker	71	Graphics Technician	81
Caseworker/Intervention Specialist	71	Help Desk Coordinator	88
Child Development Workforce Initiative Grant Specialist	79	Help Desk/Network Support Technician	79
Clerical Assistant	52	High School Outreach Coordinator	105
Clerical Specialist	69	High School Proctor	45
College Information Systems Support Specialist	95	Information Technology Specialist: Academic Applications & Portal Content	124
Computer Facilities Assistant	79	International Student Services Specialist	69
Computer Facilities Supervisor	107	Interpreter Specialist	96
Computer Operator	79	Job Developer	(93) 88
Computer Services Coordinator	114	KSAK Operations Coordinator	95
Computer Support Specialist	114	Laboratory Technician – Art	79
Coordinator, Budget and Accounting	105	Laboratory Technician – Astronomy	79
Coordinator, CalWORKs	109	Laboratory Technician – Biological Sciences	79
Coordinator, Health Careers Resource Center	112	Laboratory Technician – Business & Computer Information	79
Coordinator, Marketing & Communication	124	Laboratory Technician – Chemistry	79
Coordinator, Online Learning Support Center	124	Laboratory Technician – DSP&S	79
Coordinator, Professional & Organizational Development	124	Laboratory Technician – Earth Sciences	79
Coordinator, Special Projects-Technology & Health	118	Laboratory Technician – Math Activities Resource Center	79
Coordinator, Student Veterans Services & Scholarships	109	Laboratory Technician – Math & Computer Sciences	79
Curriculum Specialist	112	Laboratory Technician – Natural Sciences	79
Database Administrator	140	Laboratory Technician – Photography	79
Data Communications Technician	(113) 107	Laboratory Technician – Physical Science & Engineering	79
Driver – DSP&S	45	Laboratory Technician – Radio	79
DSP&S Computer Technician	88	Laboratory Technician – Registered Vet Technician	79
Early Child Development Specialist I, II	79, 88	Laboratory Technician - Theater	79
Educational Advisor	(103) 95	Laboratory Technician – Welding	79
Educational Research Assessment Analyst	107	Laboratory Technician II, Biological Sciences	86



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CLASSIFIED EMPLOYEES – CSEA, CHAPTER 262, UNIT A

<b>CLASSIFICATION</b>	<b>RANGE</b>	<b>CLASSIFICATION</b>	<b>RANGE</b>
Lead Admissions and Registration Clerk	59	Receptionist/Clerical Assistant	59
Lead Computer Operator	96	Registered Nurse Practitioner	126
Lead International Students Specialist	81	Registration Specialist	88
Lead Printing Operations	95	Research Analyst	107
Lead Printing Services	98	Research Assistant	96
Lead Technician, Broadcast & Audio	114	Risk Management Specialist	88
Lead Technician, Data Communications	124	Scholarship Program Specialist	88
Lead Technician, Telecommunications & Networking	114	Secretary	81
Learning Assistance Resource Center (LARC) Support Specialist	86	Senior Buyer	88
Learning Lab Assistant I, II	62,72	Senior Graphic Designer	114
Learning Lab Coordinator	88	Senior Help Desk/Network Support Technician	95
Learning Resources Computer Technician	88	Senior Interpreter	88
Learning Resources Technician	62	Senior Research Analyst	124
Library Page	01	Senior Systems Analyst/Programmer	124
Library Technician I, II, III	52, 71, 79	Senior Systems Integrator	130
Mail Room Operator	62	Senior Systems Programmer	126
Matriculation Supervisor, (ESL Non-Credit)	112	Senior Tool Keeper	81
Media Services Coordinator	88	Skills Lab Technician	79
Medical Assistant	77	Small Business Development Center Assistant	93
Mentor Coordinator	71	Specialist: Contract Services – CalWORK's	81
Mid-Range Systems Programmer	124	Specialist, ESL Instructional Support	87
Network Administrator	124	Specialist: Job Placement, DSP&S (Temp.)	103
Network Support Specialist	107	Staff Nurse	(113) 105
Office Assistant	45	Student Account Technician	68
Office Supervisor, ESL	79	Student Accounts Clerk	45
Office Supervisor, SBDC	79	Student Account Technician	68
Office Supervisor, RHORC	79	Student Activities Coordinator	105
Office Supervisor, Welcome Back Program	105	Student Relations Specialist	81
Parent Education Preschool Assistant	23	Student Services Outreach Specialist	59
Parking Officer	71	Student Services Program Specialist	79
Parking/Security Technician	77	Student Specialist	79
PE/Athletic Technician I, II	60, 63	Supervisor, Admissions & Records	112
Performing Arts Services Coordinator	88	Supervisor, Emeritus Program	112
Printing Services Specialist	69	Supervisor, ESL	112
Printing Services Technician I, II	70, 73	Supervisor, Financial Aid	112
Project Administrator	126	Supervisor, Health Occupations & Resources Lab	112
Project/Program Specialist	79	Supervisor, High School Program	112
Project/Program Coordinator	95	Supervisor, Language Learning Center	112
Publications Technician	81	Supervisor, VESL	112
Public Information Assistant	81	Supplemental Instruction Program Specialist	95
Public Information Specialist	88	Systems Analyst/Programmer	114
Public Safety Officer	88	Systems Programmer	124
Purchasing Specialist	95	Teaching Assistant	79

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SALARY SCHEDULE ASSIGNMENTS FOR  
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<b>CLASSIFICATION</b>	<b>RANGE</b>	<b>CLASSIFICATION</b>	<b>RANGE</b>
Teaching/Learning Technology Specialist	124	Transfer Specialist	95
Technician, Audio Visual Repair	88	Tutorial Services Assistant I	45
Technician I and III, Event Services	68, 89	Tutorial Services Assistant II	52
Technician, Performing Arts Operations	108	Tutorial Services Specialist	88
Technician, Performing Arts (Master Electrician)	108	Upward Bound Academic Specialist	95
Technician, Performing Arts (Stage Mgr Master Carpenter)	108	Veterans Service Specialist	78
Technician, Telecommunications & Networking	107	Vocational Outreach Specialist	105
Telephone Operator, Receptionist	53	Webmaster	114
Television Production Specialist	79	Web Designer	88
Test Administration Assistant	77	Web Developer	79
Test Administration Clerk	62	Web Support Specialist	114
Training & Applications Specialist	105		

MT. SAN ANTONIO COLLEGE  
APPENDIX B  
SALARY SCHEDULE FOR CLASSIFIED EMPLOYEES  
CSEA, CHAPTER 262, UNIT A  
Effective July 1, 2018 – June 30, 2019

<b>Range</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Range</b>
<b>1</b>	1989.99	2089.50	2193.96	2303.68	2418.85	2539.78	<b>1</b>
<b>2</b>	2009.89	2110.37	2215.90	2326.70	2443.02	2565.16	<b>2</b>
<b>3</b>	2030.00	2131.49	2238.08	2349.96	2467.47	2590.84	<b>3</b>
<b>4</b>	2050.31	2152.81	2260.44	2373.46	2492.13	2616.73	<b>4</b>
<b>5</b>	2070.81	2174.35	2283.06	2397.20	2517.06	2642.91	<b>5</b>
<b>6</b>	2091.50	2196.08	2305.91	2421.18	2542.24	2669.36	<b>6</b>
<b>7</b>	2112.42	2218.05	2328.93	2445.40	2567.66	2696.04	<b>7</b>
<b>8</b>	2133.54	2240.20	2352.25	2469.85	2593.35	2723.01	<b>8</b>
<b>9</b>	2154.66	2262.63	2375.77	2494.54	2619.30	2750.25	<b>9</b>
<b>10</b>	2176.44	2285.26	2399.53	2519.52	2645.47	2777.77	<b>10</b>
<b>11</b>	2198.20	2308.12	2423.52	2544.71	2671.94	2805.56	<b>11</b>
<b>12</b>	2220.17	2331.19	2447.75	2570.14	2698.64	2833.57	<b>12</b>
<b>13</b>	2242.40	2354.52	2472.26	2595.86	2725.64	2861.92	<b>13</b>
<b>14</b>	2264.82	2378.06	2496.96	2621.81	2752.89	2890.56	<b>14</b>
<b>15</b>	2287.45	2401.84	2521.91	2648.02	2780.41	2919.44	<b>15</b>
<b>16</b>	2310.35	2425.85	2547.16	2674.50	2808.23	2948.66	<b>16</b>
<b>17</b>	2333.43	2450.08	2572.62	2701.26	2836.33	2978.12	<b>17</b>
<b>18</b>	2356.78	2474.63	2598.34	2728.26	2864.65	3007.89	<b>18</b>
<b>19</b>	2380.35	2499.36	2624.32	2755.53	2893.32	3037.98	<b>19</b>
<b>20</b>	2404.13	2524.33	2650.56	2783.10	2922.23	3068.36	<b>20</b>
<b>21</b>	2428.18	2549.58	2677.05	2810.92	2951.46	3099.02	<b>21</b>
<b>22</b>	2452.46	2575.08	2703.83	2839.04	2980.98	3130.03	<b>22</b>
<b>23</b>	2477.00	2600.85	2730.87	2867.43	3010.81	3161.35	<b>23</b>
<b>24</b>	2501.77	2626.84	2758.20	2896.11	3040.92	3193.00	<b>24</b>
<b>25</b>	2526.78	2653.11	2785.78	2925.05	3071.31	3224.87	<b>25</b>
<b>26</b>	2552.05	2679.65	2813.65	2954.32	3102.04	3257.14	<b>26</b>
<b>27</b>	2577.57	2706.45	2841.76	2983.86	3133.04	3289.69	<b>27</b>
<b>28</b>	2603.35	2733.49	2870.18	3013.67	3164.37	3322.56	<b>28</b>
<b>29</b>	2629.39	2760.83	2898.89	3043.82	3196.01	3355.83	<b>29</b>
<b>30</b>	2655.67	2788.46	2927.87	3074.24	3227.96	3389.37	<b>30</b>
<b>31</b>	2682.22	2816.34	2957.17	3105.00	3260.24	3423.27	<b>31</b>
<b>32</b>	2709.04	2844.50	2986.72	3136.07	3292.86	3457.51	<b>32</b>
<b>33</b>	2736.15	2872.95	3016.58	3167.42	3325.80	3492.08	<b>33</b>
<b>34</b>	2763.50	2901.67	3046.76	3199.11	3359.06	3527.04	<b>34</b>
<b>35</b>	2791.15	2930.70	3077.24	3231.09	3392.67	3562.30	<b>35</b>
<b>36</b>	2819.07	2960.01	3108.00	3263.41	3426.59	3597.90	<b>36</b>
<b>37</b>	2847.23	2989.59	3139.07	3296.02	3460.83	3633.88	<b>37</b>
<b>38</b>	2875.71	3019.48	3170.49	3329.00	3495.44	3670.21	<b>38</b>
<b>39</b>	2904.46	3049.70	3202.19	3362.28	3530.40	3706.92	<b>39</b>
<b>40</b>	2933.53	3080.21	3234.21	3395.92	3565.71	3744.00	<b>40</b>
<b>41</b>	2962.85	3110.98	3266.53	3429.87	3601.36	3781.42	<b>41</b>
<b>42</b>	2992.46	3142.11	3299.22	3464.18	3637.39	3819.26	<b>42</b>
<b>43</b>	3022.41	3173.51	3332.21	3498.82	3673.77	3857.44	<b>43</b>
<b>44</b>	3052.62	3205.24	3365.52	3533.80	3710.52	3896.04	<b>44</b>
<b>45</b>	3083.15	3237.31	3399.17	3569.12	3747.58	3934.96	<b>45</b>

MT. SAN ANTONIO COLLEGE  
APPENDIX B  
SALARY SCHEDULE FOR CLASSIFIED EMPLOYEES  
CSEA, CHAPTER 262, UNIT A  
Effective July 1, 2018 – June 30, 2019

<b>Range</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Range</b>
<b>46</b>	3,113.98	3,269.68	3,433.15	3,604.83	3,785.07	3,974.33	<b>46</b>
<b>47</b>	3,145.14	3,302.40	3,467.51	3,640.89	3,822.93	4,014.07	<b>47</b>
<b>48</b>	3,176.57	3,335.40	3,502.17	3,677.29	3,861.15	4,054.21	<b>48</b>
<b>49</b>	3,208.33	3,368.74	3,537.20	3,714.05	3,899.75	4,094.74	<b>49</b>
<b>50</b>	3,240.42	3,402.43	3,572.57	3,751.20	3,938.74	4,135.67	<b>50</b>
<b>51</b>	3,272.84	3,436.47	3,608.29	3,788.72	3,978.15	4,177.07	<b>51</b>
<b>52</b>	3,305.56	3,470.85	3,644.36	3,826.60	4,017.90	4,218.82	<b>52</b>
<b>53</b>	3,338.59	3,505.54	3,680.81	3,864.88	4,058.10	4,261.00	<b>53</b>
<b>54</b>	3,372.02	3,540.60	3,717.63	3,903.52	4,098.68	4,303.60	<b>54</b>
<b>55</b>	3,405.71	3,576.01	3,754.82	3,942.57	4,139.67	4,346.66	<b>55</b>
<b>56</b>	3,439.78	3,611.76	3,792.36	3,981.98	4,181.09	4,390.14	<b>56</b>
<b>57</b>	3,474.16	3,647.88	3,830.29	4,021.79	4,222.88	4,434.02	<b>57</b>
<b>58</b>	3,508.93	3,684.36	3,868.58	4,062.01	4,265.12	4,478.36	<b>58</b>
<b>59</b>	3,544.02	3,721.22	3,907.28	4,102.63	4,307.78	4,523.19	<b>59</b>
<b>60</b>	3,579.45	3,758.44	3,946.32	4,143.66	4,350.84	4,568.39	<b>60</b>
<b>61</b>	3,615.26	3,796.02	3,985.83	4,185.14	4,394.37	4,614.07	<b>61</b>
<b>62</b>	3,651.42	3,833.97	4,025.69	4,226.97	4,438.31	4,660.23	<b>62</b>
<b>63</b>	3,687.92	3,872.34	4,065.95	4,269.25	4,482.70	4,706.84	<b>63</b>
<b>64</b>	3,724.81	3,911.04	4,106.62	4,311.93	4,527.54	4,753.91	<b>64</b>
<b>65</b>	3,762.06	3,950.16	4,147.68	4,355.05	4,572.80	4,801.45	<b>65</b>
<b>66</b>	3,799.69	3,989.67	4,189.16	4,398.61	4,618.54	4,849.48	<b>66</b>
<b>67</b>	3,837.69	4,029.56	4,231.05	4,442.60	4,664.72	4,897.97	<b>67</b>
<b>68</b>	3,876.06	4,069.86	4,273.36	4,487.04	4,711.38	4,946.93	<b>68</b>
<b>69</b>	3,914.81	4,110.57	4,316.10	4,531.90	4,758.49	4,996.40	<b>69</b>
<b>70</b>	3,953.96	4,151.68	4,359.25	4,577.22	4,806.08	5,046.38	<b>70</b>
<b>71</b>	3,993.51	4,193.18	4,402.85	4,622.99	4,854.14	5,096.82	<b>71</b>
<b>72</b>	4,033.45	4,235.12	4,446.88	4,669.25	4,902.68	5,147.81	<b>72</b>
<b>73</b>	4,073.79	4,277.50	4,491.36	4,715.94	4,951.72	5,199.30	<b>73</b>
<b>74</b>	4,114.52	4,320.26	4,536.27	4,763.11	5,001.26	5,251.30	<b>74</b>
<b>75</b>	4,155.68	4,363.46	4,581.65	4,810.71	5,051.25	5,303.81	<b>75</b>
<b>76</b>	4,197.23	4,407.09	4,627.45	4,858.81	5,101.76	5,356.84	<b>76</b>
<b>77</b>	4,239.22	4,451.16	4,673.73	4,907.41	5,152.77	5,410.42	<b>77</b>
<b>78</b>	4,281.60	4,495.67	4,720.46	4,956.48	5,204.31	5,464.52	<b>78</b>
<b>79</b>	4,324.43	4,540.64	4,767.65	5,006.06	5,256.37	5,519.18	<b>79</b>
<b>80</b>	4,367.66	4,586.03	4,815.34	5,056.10	5,308.91	5,574.38	<b>80</b>
<b>81</b>	4,411.33	4,631.90	4,863.51	5,106.68	5,362.01	5,630.09	<b>81</b>
<b>82</b>	4,455.45	4,678.22	4,912.13	5,157.73	5,415.62	5,686.41	<b>82</b>
<b>83</b>	4,499.99	4,725.01	4,961.26	5,209.31	5,469.78	5,743.25	<b>83</b>
<b>84</b>	4,545.01	4,772.24	5,010.88	5,261.40	5,524.46	5,800.69	<b>84</b>
<b>85</b>	4,590.45	4,819.96	5,060.99	5,314.02	5,579.72	5,858.73	<b>85</b>
<b>86</b>	4,636.36	4,868.18	5,111.59	5,367.18	5,635.52	5,917.30	<b>86</b>
<b>87</b>	4,682.75	4,916.86	5,162.72	5,420.85	5,691.88	5,976.47	<b>87</b>
<b>88</b>	4,729.56	4,966.03	5,214.33	5,475.05	5,748.81	6,036.25	<b>88</b>
<b>89</b>	4,776.84	5,015.69	5,266.48	5,529.79	5,806.29	6,096.58	<b>89</b>
<b>90</b>	4,824.62	5,065.84	5,319.14	5,585.11	5,864.36	6,157.60	<b>90</b>

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APPENDIX B  
SALARY SCHEDULE FOR CLASSIFIED EMPLOYEES  
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Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Range
<b>91</b>	4,872.87	5,116.52	5,372.33	5,640.98	5,923.02	6,219.18	<b>91</b>
<b>92</b>	4,921.60	5,167.69	5,426.05	5,697.37	5,982.23	6,281.33	<b>92</b>
<b>93</b>	4,970.80	5,219.35	5,480.32	5,754.35	6,042.05	6,344.16	<b>93</b>
<b>94</b>	5,020.53	5,271.56	5,535.13	5,811.88	6,102.45	6,407.61	<b>94</b>
<b>95</b>	5,070.73	5,324.27	5,590.47	5,870.00	6,163.50	6,471.69	<b>95</b>
<b>96</b>	5,121.44	5,377.51	5,646.39	5,928.71	6,225.14	6,536.39	<b>96</b>
<b>97</b>	5,172.67	5,431.28	5,702.84	5,988.02	6,287.42	6,601.77	<b>97</b>
<b>98</b>	5,224.38	5,485.59	5,759.86	6,047.86	6,350.28	6,667.78	<b>98</b>
<b>99</b>	5,276.62	5,540.44	5,817.47	6,108.33	6,413.77	6,734.44	<b>99</b>
<b>100</b>	5,329.38	5,595.84	5,875.66	6,169.43	6,477.90	6,801.79	<b>100</b>
<b>101</b>	5,382.66	5,651.81	5,934.40	6,231.11	6,542.67	6,869.80	<b>101</b>
<b>102</b>	5,436.51	5,708.32	5,993.74	6,293.42	6,608.10	6,938.50	<b>102</b>
<b>103</b>	5,490.87	5,765.43	6,053.68	6,356.38	6,674.17	7,007.89	<b>103</b>
<b>104</b>	5,545.77	5,823.04	6,114.21	6,419.92	6,740.93	7,077.98	<b>104</b>
<b>105</b>	5,601.23	5,881.30	6,175.35	6,484.11	6,808.35	7,148.75	<b>105</b>
<b>106</b>	5,657.24	5,940.12	6,237.11	6,548.95	6,876.42	7,220.24	<b>106</b>
<b>107</b>	5,713.81	5,999.51	6,299.48	6,614.46	6,945.17	7,292.44	<b>107</b>
<b>108</b>	5,770.94	6,059.50	6,362.49	6,680.61	7,014.61	7,365.37	<b>108</b>
<b>109</b>	5,828.66	6,120.10	6,426.11	6,747.42	7,084.77	7,439.02	<b>109</b>
<b>110</b>	5,886.95	6,181.28	6,490.38	6,814.89	7,155.64	7,513.41	<b>110</b>
<b>111</b>	5,945.84	6,243.10	6,555.27	6,883.03	7,227.17	7,588.54	<b>111</b>
<b>112</b>	6,005.28	6,305.55	6,620.82	6,951.88	7,299.45	7,664.43	<b>112</b>
<b>113</b>	6,065.34	6,368.60	6,687.03	7,021.37	7,372.45	7,741.07	<b>113</b>
<b>114</b>	6,126.00	6,432.30	6,753.90	7,091.60	7,446.18	7,818.48	<b>114</b>
<b>115</b>	6,187.25	6,496.61	6,821.44	7,162.50	7,520.64	7,896.68	<b>115</b>
<b>116</b>	6,249.12	6,561.56	6,889.65	7,234.13	7,595.84	7,975.62	<b>116</b>
<b>117</b>	6,311.60	6,627.18	6,958.53	7,306.46	7,671.80	8,055.38	<b>117</b>
<b>118</b>	6,374.72	6,693.45	7,028.13	7,379.54	7,748.51	8,135.93	<b>118</b>
<b>119</b>	6,438.45	6,760.37	7,098.41	7,453.34	7,826.01	8,217.31	<b>119</b>
<b>120</b>	6,502.86	6,827.98	7,169.40	7,527.87	7,904.26	8,299.47	<b>120</b>
<b>121</b>	6,567.87	6,896.28	7,241.08	7,603.14	7,983.29	8,382.48	<b>121</b>
<b>122</b>	6,633.56	6,965.21	7,313.49	7,679.17	8,063.12	8,466.28	<b>122</b>
<b>123</b>	6,699.89	7,034.87	7,386.61	7,755.96	8,143.77	8,550.95	<b>123</b>
<b>124</b>	6,766.87	7,105.23	7,460.48	7,833.51	8,225.17	8,636.44	<b>124</b>
<b>125</b>	6,834.55	7,176.28	7,535.09	7,911.84	8,307.45	8,722.82	<b>125</b>
<b>126</b>	6,902.91	7,248.04	7,610.45	7,990.95	8,390.50	8,810.04	<b>126</b>
<b>127</b>	6,971.92	7,320.54	7,686.54	8,070.88	8,474.42	8,898.15	<b>127</b>
<b>128</b>	7,041.64	7,393.73	7,763.42	8,151.58	8,559.16	8,987.12	<b>128</b>
<b>129</b>	7,112.07	7,467.66	7,841.06	8,233.11	8,644.73	9,076.98	<b>129</b>
<b>130</b>	7,183.19	7,542.35	7,919.46	8,315.44	8,731.20	9,167.78	<b>130</b>
<b>131</b>	7,255.02	7,617.76	7,998.65	8,398.59	8,818.51	9,259.44	<b>131</b>
<b>132</b>	7,327.57	7,693.94	8,078.65	8,482.58	8,906.67	9,352.04	<b>132</b>
<b>133</b>	7,400.86	7,770.88	8,159.43	8,567.42	8,995.76	9,445.57	<b>133</b>
<b>134</b>	7,474.84	7,848.59	8,241.02	8,653.08	9,085.72	9,540.02	<b>134</b>
<b>135</b>	7,549.59	7,927.08	8,323.43	8,739.64	9,176.59	9,635.39	<b>135</b>

MT. SAN ANTONIO COLLEGE  
APPENDIX B  
SALARY SCHEDULE FOR CLASSIFIED EMPLOYEES  
CSEA, CHAPTER 262, UNIT A  
Effective July 1, 2018 – June 30, 2019

<b>Range</b>	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	<b>Range</b>
<b>136</b>	7,625.09	8,006.34	8,406.65	8,827.02	9,268.33	9,731.76	<b>136</b>
<b>137</b>	7,701.32	8,086.41	8,490.73	8,915.29	9,361.01	9,829.08	<b>137</b>
<b>138</b>	7,778.35	8,167.28	8,575.64	9,004.43	9,454.65	9,927.37	<b>138</b>
<b>139</b>	7,856.12	8,248.95	8,661.38	9,094.48	9,549.19	10,026.64	<b>139</b>
<b>140</b>	7,934.69	8,331.42	8,748.00	9,185.44	9,644.67	10,126.93	<b>140</b>
<b>141</b>	8,014.03	8,414.73	8,835.48	9,277.25	9,741.11	10,228.16	<b>141</b>
<b>142</b>	8,094.17	8,498.89	8,923.83	9,370.03	9,838.52	10,330.46	<b>142</b>
<b>143</b>	8,175.12	8,583.87	9,013.07	9,463.72	9,936.91	10,433.74	<b>143</b>
<b>144</b>	8,256.86	8,669.71	9,103.20	9,558.36	10,036.28	10,538.10	<b>144</b>



## Appendix B-2 Special Compensation Categories

Pursuant to California Code of Regulations §571 the following is a list of special compensation categories for which unit members may request special compensation pay as outlined in Article 17. This list serves as a sample of special compensation categories which may apply to unit members. The work forming the basis for the request must not be part of the duties and essential functions of the assigned job classification. As other CCR §571 categories are added, these will be added to this Appendix.

### GENERAL CATEGORIES

**Audio Visual Premium** - Compensation to miscellaneous employees who are routinely and consistently responsible for operating audio visual equipment.

**Bilingual Premium** - Compensation to employees who are routinely and consistently assigned to positions requiring communication skills in languages other than English. The stipend amount shall be **for each qualifying language** \$50 per month of assignment, separate from base salary.

Level **Type** 1: Conversational **only** – information communicated verbally in real-time conversation. **\$50 per month of assignment**

Level **Type** 2: **Conversational and** written – business communication ordinarily carried out by written memo or letter. **\$75 per month of assignment**

Level 3: Translation – standard published College documents necessary for communication with those who speak and read a language other than English

The following languages are currently recognized as qualifying under this category:

- ASL (American Sign Language)
- Spanish
- Mandarin
- Arabic
- Japanese
- Farsi
- Vietnamese
- Tagalog
- Korean
- Samoan
- Tongan
- Hindi

**Computer Operations Premium** - Compensation to employees who have special knowledge of computer processes and applications. This applies to those unit members who have been required to learn, and maintain elevated knowledge of, a campus hardware and/or software system not specified in their job description.

**Severely Disabled Premium** - Compensation to school instructional aides who are routinely and consistently assigned to work with severely disabled students.

**Training Premium** - Compensation to employees who are routinely and consistently assigned to train

employees. Employees who receive this premium are designated by the district as trainers for operationally necessary skills such as emergency operations, campus software packages, etc.

**Height Premium** - Compensation to employees who are routinely and consistently required to work on ladders or mechanical devices at heights over 40 feet.

**School Yard Premium** - Compensation to part-time school district employees who are routinely and consistently assigned to supervise students during recreation in the child development center.

**Safety Officer Training/Coordinator Premium** - Compensation to employees who are routinely and consistently assigned to instruct personnel in safety procedures.

**Uniform Allowance** – The District shall report the monetary value for the purchase and maintenance of required clothing (uniforms) to the California Public Employees' Retirement System (CalPERS) as special compensation in accordance with CCR § 571(a)(5). Clothing items which are a ready substitute for personal attire a unit member would otherwise have to acquire and maintain shall be included in the monetary value. Clothing items that are solely for personal health and safety are excluded from the monetary value reported. Uniform allowances are not reportable for new members of CalPERS as defined by Government Code § 7522.04(f). Unit members and the District shall be responsible for paying CalPERS contributions on the reported monetary value of uniforms. Monthly monetary value (uniform allowance) by classification:

Public Safety Officer \$80

Parking Officer \$80

New Public Safety Classifications (Dispatcher and Public Safety Officer II) \$80

#### PUBLIC SAFETY CATEGORIES

**Police Administrative Officer** - Compensation to rank and file police officers, county peace officers, and school police or security officers who are routinely and consistently assigned to police administration to provide support for the police chief and command staff in the operation of the police department.

**Police Investigator Premium** - Compensation to rank and file local police officers, county peace officers, and school police or security officers who are routinely and consistently assigned to analyze crimes or investigative accidents.

**Rangemaster Premium** - Compensation to local police officers, county peace officers, and school police or security officers who are routinely and consistently assigned to supervise the target range facilities and all related activities.





## Appendix C Classified Employee Evaluation Form

Employee Name	Banner ID: A _____	
Classification Title		
Department		
*Evaluation Period	2 Month Probationary <input type="checkbox"/> 5 Month Probationary <input type="checkbox"/> Annual <input type="checkbox"/> From: _____ To: _____	

\*The time period covered by an annual evaluation is not to exceed a twelve (12) month period. Probationary evaluations are to be issued immediately after completion of the second month and the fifth month. The probationary period ends six months from the appointment date, unless otherwise extended.

### Section 1: Instructions to Evaluators

#### Purpose

**Timely and effective performance evaluations acknowledge employee's value to the College and provide a framework for positive discussion with employees regarding their contributions to the College, professional development, and recognition of specific contributions to accomplishing the College's mission and goals.** Timely and effective performance evaluations ensure that employees and managers engage in regular conversations regarding the job performance and provide opportunities for encouraging improvement. Regular performance evaluation of all staff provides the institution with the opportunity to ensure the effectiveness of its human resources in alignment with accreditation standards. Successful performance management is ongoing and continuous process involving interactive and open communication between the evaluator and the staff member whose performance is being evaluated. The performance management process continues throughout the year with regular communication and feedback between the evaluator and staff member. Doing so encourages a higher level of performance and ensures compliance with collective bargaining agreement requirements, accreditation standards, and campus practices concerning preparation and delivery of written performance evaluations at regular intervals.

#### Completing the Form

**This evaluation form is only for use with employees who occupy classified positions only.** The evaluation must be conducted in accordance with the applicable Collective Bargaining Agreement (CBA). Please review the applicable CBA prior to completing the form and consult with Human Resources regarding any questions prior to completing the form. **The performance evaluations reflects the evaluator's assessment of the employee's performance of duties and responsibilities with the accomplishment of goals that are consistent with the scope of work described within the employee's assigned job classification description.** Completed and signed evaluations are to be routed to Human Resources for placement in the personnel file. The evaluation must be developed by the employee's immediate manager (a non-bargaining unit employee) and must be reviewed and signed by the employee's next level manager (if applicable) before it is shared with the employee.

**Annual evaluations** are conducted for **permanent employees**. The evaluation period for non-probationary employees is the preceding one year period, beginning at the time of appointment. The employee's first year evaluation will cover the first six months of the probationary period as well as the six month period following the end of the probationary period. **Probationary evaluations** are conducted and issued immediately after the completion of the **second month** and the **fifth month** of the six month probationary period. The fifth month

evaluation may reference any improvement or other issues identified in the prior probationary evaluation. The objective of the fifth month evaluation is to provide an opportunity for assessment before the probationary period ends. Please contact Human Resources immediately if there are any concerns regarding the performance of a probationary employee.

### **Assigning Ratings for Performance Elements**

**The evaluation ratings for the individual Performance Elements and for the Summary Rating are based upon the evaluator's observation and assessment of the employee's performance of work described within the assigned job description.** Ratings fall within the following descriptions: **Meets Expectations (ME)** is commendable standard and represents that employee consistently meets all or most of the evaluator's expectations in the rating element; the **Partially Meets Expectations (PE)** rating is for those aspects of performance which require some additional training and development or for performance in certain areas that is not consistent; the **Exceeds Expectations (XE)** rating reflects work that is regularly beyond expectations; and the **Needs Improvement (NI)** rating should be assigned when performance continually does not meet performance expectations.

Not all of the Performance Elements will apply to every job and some may be left blank with a notation of "N/A," or applicable. **Lead work and coordination** rating elements are applicable only to those employees who fall into classifications having these responsibilities.

### **Providing Comments for Performance Elements and the Summary Rating**

Ratings in individual performance elements that are other than ME should be justified with supporting comments in each area. Consult Human Resources before assigning an overall rating of NI, as it may also be appropriate for employees receiving this rating to receive a Performance Improvement Plan (PIP) identifying specific goals, objectives, and timelines for improvement and resources to assist in development must also be identified. Comments for improvement and development may also be applicable when an individual or a summary rating in ME or higher. Comments provided under the Summary Rating section may refer to other areas of the evaluation. It is not necessary to duplicate comments already provided on the evaluation in this section. This section may also be used for any additional comments that are related to the performance evaluation.

### **Completing the Goals Section (Optional)**

This section may be used to outline goals for achievement over the next performance evaluation period. Individual employee performance goals must be aligned with the job classification description and should be shared and discussed with the employee prior to being included on the evaluation; goals listed shall reflect action sections from the current evaluation. Performance goals should be Specific, Measurable, Achievable, Relevant, and Time-bound (SMART). Please consult with Human Resources regarding the development of SMART goals.

**DO NOT MODIFY OR ADD ADDITIONAL RATINGS OR CREATE FRACTIONAL RATINGS**

**Section 2: Performance Elements and Individual Ratings**

Circle the appropriate rating for each rating element below.

- XE = Meets and Regularly Exceeds Expectations;
- ME = Meets Expectations;
- PE = Partially Meets Expectations;
- NI = Needs Improvement;
- NA = Not Applicable (The Evaluation Factor is not relevant to the position).

1	Quality of Work	XE	ME	PE	NI	NA
Demonstrates accuracy and thoroughness; displays commitment to excellence; applies feedback to improve performance; monitors own work to ensure quality.						

Comments: Include information upon which evaluation is based. Use separate page if more space is needed.


Action: Indicate recommendations for improvement in this area, including timeframe for completion.


2	Quantity of Work	XE	ME	PE	NI	NA
Completes work in a timely manner; use time effectively and produces results (is productive).						

Comments: Include information upon which evaluation is based. Use separate page if more space is needed.


Action: Indicate recommendations for improvement in this area, including timeframe for completion.


3	Attendance	XE	ME	PE	NI	NA
Attends work regularly and observes work hours. Do not refer to approved medical absences and approved release time for participation in shared governance committee and/or union activities.						

Comments: Include information upon which evaluation is based. Use separate page if more space is needed.

Action: Indicate recommendations for employee to improve in this area, including timeframe for completion.

4	Professional Interactions	XE	ME	PE	NI	NA
Establishes and maintains effective work relations, offers assistance and support to co-workers. Creates a positive learning and working environment for all members of the campus community. This includes awareness and understanding of diversity.						

Comments: Include information upon which evaluation is based. Use separate page if more space is needed.
Action: Indicate recommendations for improvement in this area, including timeframe for completion.

5	Initiative	XE	ME	PE	NI	NA
Understands and accepts new situations; performs well with minimal instruction; makes sound decisions in the absence of detailed instructions or direct supervision; keeps supervisor informed of status of assigned work.						

Comments: Include information upon which evaluation is based. Use separate page if more space is needed.
Action: Indicate recommendations for improvement in this area, including timeframe for completion.

6	Lead Work and Coordination (if applicable)	XE	ME	PE	NI	NA
Fulfills coordinator and/or lead responsibilities through scheduling employees' work, monitoring the accomplishments of day to day work in accordance with established goals and objectives, and reporting any attendance and/or other concerns to the manager in a timely manner.						

Comments: Include information upon which evaluation is based. Use separate page if more space is needed.

Action: Indicate recommendations for improvement in this area, including timeframe for completion.

### Section 3: Summary Rating & Additional Comments

7	Overall Performance for the Evaluation Period	XE	ME	PE	NI	NA
The Summary Rating is an overall assessment of the job performance over the evaluation. The overall summary is not necessarily a mathematical average of the rating elements achieved on the individual rating elements listed above.						

Comments: Include information upon which the summary rating is based. Use separate page if more space is needed. This section may also be used for any additional comments that are related to the performance evaluation.
Action: Indicate recommendations for improvement in this area, including timeframe for completion.

### Section 4: Goals Section (Optional)

This section may be used to outline goals for achievement over the next performance evaluation period. Individual employee performance goals must be aligned with the job classification description and should be shared and discussed with the employee prior to being included on the evaluation; goals listed shall reflect action sections from the current evaluation. Performance goals should be Specific, Measurable, Achievable, Relevant, and Time-bound (SMART). Please consult with Human Resources regarding the development of SMART goals.


### Section 5: Signatures

Evaluator's Signature	Date:
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Next Level Manager's Signature	Date:
Employee's Signature	Date:

Note: Signing this evaluation form does not necessarily constitute agreement with the evaluation. Employees have the right to attach a written response to this evaluation form within 15 working days if desired.



## 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 262 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 262 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 262 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 262 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 17: Classification Procedures gives direction on how to proceed with such a process.

Out-of-Class Assignments: Education Code §88000<sup>1</sup> 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

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<sup>1</sup> Ed Code §88000 related to Out-of-Class Assignments

- (b) If, during a college year, it is necessary to assign a regular classified employee to perform an assignment or service in addition to his or her regular assignment, a community college district shall pay the classified employee on a pro rata basis for the additional assignment or service, not less than the compensation and benefits that are applicable to the classification of the additional assignment or service during the regular college year, unless the community college district has negotiated a contract that allows for a lesser pay scale. A community college district shall inform a classified employee of the compensation and benefits of the additional assignment or service before the employee commences the additional assignment or service.
- (d)(2) A classified employee, for services performed as provided in this subdivision, shall receive, on a pro rata basis, not less than the compensation and benefits that are applicable to the classification of the additional assignment or service during the regular academic year.

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 14.05 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 262 and the District. See Section 14.05 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<sup>2</sup> 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.

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<sup>2</sup> Ed Code §88010. Five day limitation for work not reasonably related to the job description  
Classified employees shall not be required to perform duties that are not fixed and prescribed for the position by the governing board in accordance with Section 88009, unless the duties reasonably relate to those fixed for the position by the board, for any period of time that exceeds five working days within a 15-calendar-day period except as authorized herein.

An employee may be required to perform duties inconsistent with those assigned to the position by the governing board for a period of more than five working days if his or her salary is adjusted upward for the entire period he or she is required to work out of classification and in amounts that will reasonably reflect the duties required to be performed outside his or her normal assigned duties.

Notwithstanding this section, a personnel commission and governing board, or a governing board in a nonmerit system district, by written rule, may provide for an upward salary adjustment for any classified employee required to work out of classification for any period of time less than that required herein.

It is the intent of this section to permit community college districts to temporarily work employees outside of their normal duties but in so doing to require that some additional compensation be provided the employee during such temporary assignments.





## 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 17.02 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 8.02 and Section 17.06.

### 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: <http://www.mtsac.edu/hr/jobclassifications/csea262.html>
- ☐ 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)	Step & Range (Appendix B)	Time in Current Classification Years                      Months
Immediate Manager	Phone Ext.	Immediate Manager Title (Dean, Director, Manager, etc.)

Ib. Position Resources
<p><b>Information Sources:</b> List major sources of information, documents, manuals, etc. required or used for this position. This could include Board Policy, Administrative Procedures, Education Code, etc.</p>
<p><b>Specialized Equipment:</b> List any machinery, motorized equipment, special vehicles, tools, computers, etc. that are required or used for this position.</p>
<p><b>Extraordinary Working Conditions:</b> Describe any special working conditions that affect this position, such as working with hazardous material, infectious diseases, exposure to extreme weather conditions, etc.</p>

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 262 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
	<input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Other Since: _____	<input type="checkbox"/> Verbal <input type="checkbox"/> Written  By: _____
	<input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Other Since: _____	<input type="checkbox"/> Verbal <input type="checkbox"/> Written  By: _____
	<input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Other Since: _____	<input type="checkbox"/> Verbal <input type="checkbox"/> Written  By: _____
	<input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Other Since: _____	<input type="checkbox"/> Verbal <input type="checkbox"/> Written  By: _____

	<input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Other Since: _____	<input type="checkbox"/> Verbal <input type="checkbox"/> Written  By: _____
	<input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Other Since: _____	<input type="checkbox"/> Verbal <input type="checkbox"/> Written  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 262 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 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

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

\_\_\_\_\_  
Date

## VI. District President/CEO (or designee) & CSEA 262 Chapter President (or designee) Initial Review

Comments:

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
CSEA 262 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 262 Chapter President (or designee) Final Review

Comments:

President/CEO Signature

Date

CSEA 262 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 262 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 17, Section 17.03 and Article 8, Section 8.05 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 <http://www.mtsac.edu/hr/forms.html>
- ☐ My job description and Pay Grades from <http://www.mtsac.edu/hr/jobdescriptions.html>
- ☐ 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: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

### 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)	Step & Range (Appendix B)	Time in Current Classification Years                      Months
Immediate Manager Name	Phone Ext.	Immediate Manager Title (Dean, Director, Manager, etc.)

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.	
<b>Which Special Compensation category work does the unit member perform?</b>	
<b>How routinely and consistently does the unit member perform the work believed to warrant Special Compensation:</b>	
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: ☐ Employee ☐ 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. 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

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

\_\_\_\_\_  
Date

## VI. 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

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

\_\_\_\_\_  
Date

If you do not agree with information on this Special Compensation Request I New Pay Grade, state what you disagree with and explain below why you disagree. Attach a separate explanation clarifying the issue(s) of concern if necessary.

When a recommendation has been returned by the Committee, Human Resources shall notify the applicants and the CSEA 262 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 \_\_\_\_\_

**VII. District President/CEO (or designee) & CSEA 262 Chapter President (or designee) Initial Review**

Comments:

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
CSEA 262 Chapter President Signature

\_\_\_\_\_  
Date

**VIII. Committee Recommendation and Rationale**

☐ This request should be forwarded to Human Resources for Special Compensation.

☐ This request should be reviewed to establish a new Pay Grade per Article 17.03.21 and the unit member ☐ meets ☐ does not meet criteria for a Pay Grade change.

☐ This request does not meet eligibility requirements and unit member should remain as is.

Rationale establishing the basis on which the above determination has been made:

\_\_\_\_\_  
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 and:

☐ Payroll for Special Compensation – **or** – ☐ Payroll for Pay Grade change shall be processed for Job Analysis review.

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

\_\_\_\_\_  
Date

## X. District President/CEO (or designee) & CSEA 262 Chapter President (or designee) Final Review

Comments:

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
CSEA 262 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 17, Section 17.08. This request must be submitted within ten (10) working days of your receiving the notification of the committee's recommendation as acquired in Article 17, Section 17.05.4. Requests for reconsideration must address one or both of the following:

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

### Reconsideration Request type:

Reclassification Committee

☐ Reclassification

☐ Special Compensation

Classification Study Committee

☐ Classification Study

☐ 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 ☐ Approved ☐ Denied


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

District Committee Co-Chair's Signature

Date

CSEA Committee Co-Chair's Signature

Date

	<h2>Appendix E Grievance Form</h2> <p>CSEA Chapter 262 Collective Bargaining Agreement, Article 18.02.1: A grievance is a claim by a grievant that there has been a violation, misinterpretation, or misapplication of a provision in this Agreement.</p>

Filing Date:

Level 1 ☐

Level 2 ☐

Level 3 ☐

Arbitration ☐

Date of alleged violation:

Name of Grievant (print):

Ext.:

Classification / Department :

Supervisor:

Ext.:

Article(s) Violated:

Date Grievance Occurred (or date you became aware of):

Briefly explain the nature of the alleged violation (use a separate sheet if necessary):

Briefly explain requested remedy (use separate sheet if necessary):

Grievants Signature: \_\_\_\_\_

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

CSEA Representative: \_\_\_\_\_

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

A copy of the District's decision should be forwarded to the above named CSEA Representative.  
District's Decision:



## Appendix F

### Application for Personal/Professional Growth Benefit – CSEA 262

Name: \_\_\_\_\_

Department \_\_\_\_\_ Employee No. \_\_\_\_\_

College/Institution Attended \_\_\_\_\_ Benefit Year \_\_\_\_\_

I hereby apply for the following benefit (check appropriate box):

**NOTE:** These benefit payments are subject to payroll deductions.

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

#### A.

- ☐ \$300 for completing three (3) semester or four (4) quarter units and an additional \$50 for every one (1) semester or one (1) quarter) of lower division credit at a school accredited by one (1) of the following six (6) regional accrediting associations of schools and colleges.
- ☐ \$500 for obtaining any job-related licenses and/or certificates at any school accredited by one of the six regional accrediting associations of schools and colleges or an industry-recognized credential.
- ☐ \$750 for completing three (3) semester or four (4) quarter units and an additional \$100 for every one (1) semester or one (1) quarter unit of upper division or graduate credit at a school accredited by one (1) of the following six (6) regional accrediting associations of schools and colleges.

New England Association of Schools and Colleges (NEASC), North Central Association Commission on Accreditation and School Improvement (NCA), Middle States Association of Schools and Colleges (MSA), Southern Association of Schools and Colleges (SACS), Western Association of Schools and Colleges (WASC), and Northwest Association of Schools and Colleges (NWCCU).

#### B.

- ☐ One-time benefit for degree earned:  
\_\_\_\_\_ Associate's - \$1,000 \_\_\_\_\_ Bachelor's - \$1,500 \_\_\_\_\_ Master's or higher - \$2,000

I certify that:

I have attached an official transcript or verification of attendance in hours at staff development activities and/or off-campus workshops as proof of satisfactory completion. Sixteen (16) hours equates to one (1) lower division semester unit.

The units were completed during the contract benefit year indicated above.

The units/hours were earned on my own time at no District expense.

I earned a grade of "C" or better on the applicable units.

I understand that an application for the Personal/Professional Growth Benefit may only be submitted one (1) time in any contract year and that any units completed in that year but not listed on this form will not be eligible for this benefit once it is submitted.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vice President (Managers only)

\_\_\_\_\_  
Date



**MT. SAN ANTONIO COLLEGE**

**APPENDIX G**

**APPLICATION FOR RELEASE TIME DURING WORK HOURS  
TO ATTEND PROFESSIONAL GROWTH ACTIVITY**

*This form is used to request release time during work hours to attend workshops, seminars, and training related to a unit member's current job classification per Article 20.03 Personal/Professional Growth of the Agreement. Immediate manager approval is not necessary for activities outside of work hours. Unit members must submit this form to their immediate manager a minimum of fourteen (14) days prior to the start of the activity. The immediate manager will respond in a timely manner sufficient to provide the opportunity for unit member to attend the activity.*

_____	_____	_____
Unit Member	Employee ID	Job Title

_____	_____	_____
Workshop Title	CPDC Cert. # (if applicable)	Workshop Date

_____	_____	_____
Workshop Location	Workshop Start/End Times	Number of Hours

Requested by:      ☐ Unit Member                      ☐ Manager                      ☐ District

Briefly explain how attending this workshop will improve your skills in your current job classification

_____	_____	_____
Unit Member Signature	Date Submitted	Immediate Manager's Name

Requested is:      ☐ Approved                      ☐ Denied (provide reason below)\*

Request was denied for the following reason(s):

_____	_____
Immediate Manager's Signature	Date Responded

*\*Per Article 20.03.1 in the Agreement between CSEA 262 and the District: If the request is denied, the immediate manager shall provide a written reason on the Professional Growth Workshop Form. Such reasons must be related to the operation of the unit in which the unit member serves or is not related to the unit member's job classification.*

Attach information for this workshop that will assist with the determination of job relatedness (i.e., workshop/seminar description or POD description).

**Return completed form to Human Resources, Building 4, Room 1460 to be filed in the unit member's personnel file.**

## APPENDIX H

### HOLIDAYS FOR CLASSIFIED EMPLOYEES – CSEA 262

<b>HOLIDAY</b>	<b>2017-18</b>	<b>2018-19</b>	<b>2019-20</b>
Independence Day	Tuesday, July 4	Wednesday, July 4	Thursday, July 4
Labor Day	Monday, September 4	Monday, September 3	Monday, September 2
Veteran's Day	Friday, November 10	Monday, November 12	Monday, November 11
Thanksgiving Day	Thursday, November 23	Thursday, November 22	Thursday, November 28
Day After Thanksgiving	Friday, November 24	Friday, November 23	Friday, November 29
Winter Recess	Thursday, December 21	Friday, December 21	Monday, December 23
Winter Recess	Friday, December 22	Monday, December 24	Tuesday, December 24
Winter Recess	Monday, December 25	Tuesday, December 25	Wednesday, December 25
Winter Recess	Tuesday, December 26	Wednesday, December 26	Thursday, December 26
Winter Recess	Wednesday, December 27	Thursday, December 27	Friday, December 27
Winter Recess	Thursday, December 28	Friday, December 28	Monday, December 30
Winter Recess	Friday, December 29	Monday, December 31	Tuesday, December 31
Winter Recess	Monday, January 1	Tuesday, January 1	Wednesday, January 1
Martin Luther King, Jr. Day	Monday, January 15	Monday, January 21	Monday, January 20
Lincoln's Birthday	Friday, February 16	Friday, February 15	Friday, February 14
Washington's Birthday	Monday, February 19	Monday, February 18	Monday, February 17
Cesar Chavez Day	Friday, March 30	Monday, April 1	Tuesday, March 31
Memorial Day	Monday, May 28	Monday, May 27	Monday, May 25
Floating Holiday	20 Hours	20 Hours	20 Hours
<b>Total</b>	<b>18 Days + 20 Hours</b>	<b>18 Days + 20 Hours</b>	<b>18 Days + 20 Hours</b>

## APPENDIX I

### INDEX

1. **Adjusted Service Date** – Referenced in Article: 08.05
2. **Anniversary Date** – Referenced in Articles: 08.04, 14.06, 17.09.3
3. **Appeal** – Referenced in Articles: 04.12, 16.05
4. **Appointment Date** – Referenced in Appendix C
5. **Arbitration** – Referenced in Articles: 5B, 18.05, 18.05.1, 18.06.2, 24.01, Appendix E Grievance Form
6. **Arbitrator** – Referenced in Articles: 18.05.2-18.05.5, 18.06, 18.06.1, 18.06.2
7. **Bereavement Leave** – Referenced in Articles: 13.01, 13.10.2.3, 13.11.1.1, 13.11.1.4, 13.11.1.8
8. **Catastrophic Illness or Injury** – Referenced in Articles: 13.10.2.4, 13.10.3.3, Appendix M-2
9. **Catastrophic Leave Bank (Bank)** – Referenced in Articles: 13.10.1, 13.10.1.3, 13.10.2.1, 13.10.3.4, 13.10.4.2, Appendix K, Appendix M
10. **Classification** – Referenced in Articles: 03.01, 03.02.02-03.02.06, 04.22.03, 04.22.04, 04.22.06.03, 04.22.07.01, 04.22.07.02, 04.22.09, 04.22.10, 04.22.10.01-04.22.10.03, 04.22.11, 04.22.11.01, 04.22.11.02, 07.03, 07.04, 08.02, 08.05, 10.05.7, 11.03.3, 13.04, 14.01, 14.03.1, 14.03.2, 14.04.2, 14.05.2, 16.07, Article 17, 17.3, 17.01.1-17.01.3, 17.02.1, 17.02.3, 17.02.4.1, 17.03.2, 17.03.2.2, 17.03.2.3, 17.03.3, 17.03.4, 17.03.5.2, 17.04.1, 17.05.3.3, 17.05.3.3, 17.05.3.5, 17.06, 17.06.1, 17.06.3, 17.06.4, 17.06.4.2, 17.06.4.3, 17.07, 17.01.1, 17.07.2, 17.07.5, 17.07.6, 17.07.6.2, 17.07.6.5, 17.07.6.5.1-17.06.6.5.5, 17.07.7, 17.08.3, 17.09.1, 19.02.6, 19.03.3, 19.03.5, 19.04, 19.04.4, 19.06.3, 19.06.4, 20.03.1.1, 20.03.1.2, 20.03.2.2, Appendices D, Appendix A, Appendix B-2, Appendix C
11. **Classification Procedure – Type 1 – Reclassification** – Referenced in Articles: 17.0101, 17.02.1, 17.02.3, 17.02.4, 17.02.4.2, 17.02.4.3, 17.03.5.2, 17.04.1, 17.05.1-17.05.3, 17.05.3.1-17.05.3.3, 17.06, 17.06.4.2, 17.01.1, 17.09.3, and Appendix D-1, Appendix D-3.
12. **Classification Procedure – Type 2 – Pay Grade Changes or Special Compensation** – Referenced in Articles: 17.0102, 17.0301, 17.03.2.1-17.03.2.3, 17.03.3, 17.03.5, 17.03.5.1, 17.03.5.3, 17.03.6, 17.03.7, 17.04.1, 17.05.2, 17.05.3.2, Appendix B-2, Appendix D-2, Appendix D-3.
13. **Classification Procedure – Type 3 – Classification Study** – Referenced in Articles: Referenced in Articles: 17.01.3, 17.03.5.2, 17.05.3, 17.05.3.3, 17.05.3.5, 17.06.1, 17.06.3, 17.06.4.3, 17.07.5, 17.07.7, Appendix D-1, Appendix D-2, Appendix D-3.
14. **Compensatory (Comp.) Time Off** – Referenced in Articles: 13.10.3.5, 13.10.5.3, 10.08, 10.08.1, 10.08.2, 10.08.3
15. **Disciplinary Action** – Referenced in Articles: 13.0604., 14.04.4, 15.01.2.
16. **Eligible Leave** – Referenced in Articles: 13.10.1, 13.10.2.2, 13.10.4.1, 13.10.4.2, Appendix M-2, Appendix M.

17. **Family Illness Leave** – Referenced in Articles: 13.06, 13.06.1, 13.06.3.
18. **Family Medical Leave Act** – Referenced in Article: 13.07.
19. **Fiscal Year** – Referenced in Articles: 04.22.02, 13.03.3, 12.03.4, 12.07.1, 13.05, 13.08.1, 13.08.6, 13.09, 13.10.1.6, 20.01.5, 20.04.3, 20.05.2, Appendix I-1, Appendix J, Appendix K.
20. **Floating Holidays** – Referenced in Articles: 10.01.4.3, 10.13.11.1.2, 11.05, 11.05.1-11.05.5, 13.10.3.5, 13.10.5.3, Appendix J.
21. **Grievance** – Referenced in Articles: 04.12, 5.B, 15.01.1, 15.01.3, 16.05, 17.10, 18, 18.02.1, 18.03.2, 18.03.3, 18.03.5, 18.03.6, 18.03.8, 18.03.20, 18.04.1.1, 18.04.1.2, 18.04.2.1, 18.04.2.2, 18.04.2.3, 18.04.3.1, 18.04.3.2, 18.04.3.3, 18.05.3, 23.02, Appendices D, Appendix E.
22. **Grievant** – Referenced in Articles: 18.02.1, 18.02.2, 18.03.2, 18.03.3, 18.03.5, 18.03.6, 18.03.8, 18.03.9, 18.03.10, 18.03.13, 18.03.18, 18.04.1.1, 18.04.1.2, 18.04.1.3, 18.04.2.1, 18.04.2.2, 18.04.2.3, 18.04.3.1, 18.04.3.3, 18.05.1, 18.05.2, 18.06.2, Appendix E.
23. **Immediate Manager** – Referenced in Articles: 13.11.2, 14.01, 10.13.5, 13.03.2, 13.04, 13.05.7, 13.05.8, Appendix C.
24. **Incumbent** – Referenced in Articles 17.01.1, 19.04, 19.04.1, Appendix D-1.
25. **Industrial Accident or Industrial Illness** – Referenced in Articles: 13.08, 13.08.3, 13.08.5, 13.08.6, 13.08.7, 13.08.9, 13.10.3.2, Article 13.
26. **Jury Duty Leave** – Referenced In Articles: 13, 13.03.
27. **Length of Service** – Referenced in Article: 19.01.
28. **Longevity Date** – Referenced in Articles: 08.05, 12.03.
29. **Minimum Qualifications** – Referenced in Articles: 17.02, 19.06, and Appendix D-2.
30. **Part-time Unit Member** – Referenced in Articles: 08.06, 11.04.3, 13.11.2.1.
31. **Original Hire Date** – Referenced in Article: 04.02.22
32. **Personal Necessity Leave** – Referenced in Articles: 13, 13.11, 13.11.2, 13.11.3.
33. **Permanent Employee** – Referenced in Article: 10.13.2.1 and Appendix C.
34. **Probationary Employee** – Referenced in Article: 16.06 and Appendix C.
35. **Professional Expert** – Referenced in Articles: 03.02.01, 04.22.01, 04.22.02, 04.22.05, 04.22.06, 04.22.08.
36. **PERB** – Referenced in Article: 03.02.06 and Appendix I-2.
37. **CalPERS** – Referenced in Articles: 09.01.6, 09.03.1.1, 10.13.2.1, Appendix B-2, and Appendix D-2.
38. **Release Time** – Referenced in Articles: 04.08, 04.09, 04.10, 04.11, 04.12, 04.13, 04.14, 04.15, 04.16, 04.17, 04.18, 04.19, 18.03.5, 20.02, 20.03.1, 20.03.1.1, 20.03.2, 20.04.3.1, 20.06, 21.03, Appendix G, Appendix C, Appendix I-4.

39. **Salary Schedule** – Referenced in Articles: 24-A, 24-B, 08.01, 14.06, 17.01.2, 17.07.6.3, 17.09.2, Appendix A, Appendix B, and Appendix D-2.
40. **Seniority** – Referenced in Articles: 19.03, 19.03.1, 19.03.2, 19.03.3, 19.03.4, 19.03.5, 19.04, 19.04.2, 19.04.4, 19.06, 11.03.4, 13.08.10, 14.03.2, 14.04.3, 14.06, 19.02.4, 19.02.6, and Appendix D.
41. **Seniority Date** – Referenced in Article 19.03.
42. **Short-Term Employee** – Referenced in Article: 19.02.5.
43. **Sick Leave** – Referenced in Articles: 13.05, 13.09, 10.01.2, 12.03.4, 13.01, 13.05, 13.05.1, 13.05.2, 13.05.3, 13.05.4, 13.05.5, 13.05.6, 13.05.9, 13.06, 13.06.4, 13.07.1, 13.08.7, 13.08.9, 13.09, 13.10.2.2, 13.10.2.4, 13.10.3.5, 13.10.5.3, 13.11.1, 13.11.2, 19.06.1, Appendix M, and Appendix M-2.
44. **STRS** – Referenced in Article 09.03.1.
45. **Substitute Employee** – Referenced in Articles: 10.13.10, 10.13.11.1, 10.13.12, and 10.13.13.
46. **Summer Schedule Leave** – Referenced in Articles: 10.13.10, 10.13.11.1, 10.13.12, and 10.13.13.
47. **Unit Member** – Referenced in Articles: 03.01, 04.02, 04.09, 04.10, 04.14, 04.17, 04.19-04.22, 04.22.01, 04.22.06.1, 04.22.06.02, 04.22.10.01, 04.22.10.02, 04.22.11.01, Article 5: A-4, 06.01-06.10, 07.02-07.04, 08.01, 08.03-08.06, 09.01, 09.01.1-09.01.6, 09.02, 09.03, 09.03.1, 09.03.1.1, 09.03.2, 09.03.2.1, 09.03.3, 09.03.3.1, 10.01.2, 10.01.4, 10.01.4.1, 10.01.4.2, 10.01.4.3, 10.04.1-10.04.4, 10.05.1-10.05.7, 10.07.1, 10.07.2, 10.08.1, 10.08.2, 10.08.3, 10.09, 10.10, 10.11, 10.12, 10.13.4, 10.13.5, 10.13.7, 10.13.9, 10.13.10, 10.13.11, 10.13.11.2.2, 10.13.12, 11.03.3, 11.04.1, 11.04.2, 11.04.3, 11.05.1, 11.05.3, 11.05.4, 11.05.5, 10.13.2.2, 10.07, 10.02, 11.02-11.05, 12.01-12.07, 12.02.1, 12.02.2, 12.03.1, 12.03.2, 12.03.3, 12.03.4, 12.03.5, 12.05.1, 12.05.2, 12.05.3, 12.06.1, 12.06.2, 12.07.1, 12.07.2, 13.01-13.12, 13.03.1, 13.03.2, 13.03.3, 13.05.1, 13.05.2, 13.05.3, 13.05.5, 13.05.6, 13.05.7, 13.05.8, 13.05.9, 13.06.1, 13.06.2, 13.06.3, 13.06.4, 13.07.1, 13.07.2, 13.07.3, 13.08.4, 13.08.6, 13.08.7, 13.08.8, 13.08.9, 13.08.10, 13.08.11, 13.08.12, 13.10.1.1, 13.10.1.2, 13.10.1.3, 13.10.1.5, 13.10.1.6, 13.10.2.4, 13.10.3.1, 13.10.3.2, 13.10.3.3, 13.10.3.4, 13.10.3.5, 13.10.3.6, 13.10.4.2.1, 13.10.4.3, 13.10.4.4, 13.10.5.1, 13.11.1, 13.11.1.4, 13.11.1.5, 13.11.1.6, 13.11.1.7, 13.11.1.11, 13.11.2.1, 14.02.2, 14.03.2, 14.04.1, 14.04.2, 14.04.3, 14.05, 14.05.1, 14.05.2, 14.05.3, 14.06, 16.01.3, 16.03.1, 16.03.2, 16.04, 17.01.1, 17.01.2, 17.02.2, 17.02.3, 17.02.4, 17.02.4.1, 17.03.2.2, 17.03.3, 17.03.4, 17.03.5, 17.03.5.3, 17.03.5.4, 17.04.1, 17.05.3.2, 17.06.3, 17.06.2, 17.06.3, 17.06.4.1, 17.06.4.2, 17.05.3.2, 17.07.6.3, 17.07.2, 17.08.1, 17.08.3, 17.09.2, 17.03.2, 18.01, 18.02.2, 18.03.3, 18.03.6, 18.03.16, 19.01, 19.02.1, 19.02.2, 19.02.4, 19.02.5, 19.02.6, 19.02.8, 19.02.9, 19.03.4, 19.03.5, 19.04, 19.04.1, 19.04.2, 19.04.3, 19.04.4, 19.05, 19.06, 19.06.1, 19.06.2, 19.06.3, 19.06.4, 19.06.4, 20.01, 20.01.5, 20.02, 20.02.1, 20.02.2, 20.02.3, 20.03.1, 20.03.1.1, 20.03.1.2, 20.03.1.3, 20.03.2.1, 20.03.2.2, and Article 17: 1-6.
48. **Unit Member Representation** – Referenced in Articles: 04.12, 04.13, 04.19, 06.10, 16.03.2, 17.02.3, 17.07.4, 18.03.10, and 24.02.

## **APPENDIX J**

### **DEFINITIONS**

1. Fiscal Year – July 1 (of one year) through June 30 (of the next year).
2. PERB – Public Employee Relations Board.
3. PERS – Public Employee Retirement System.
4. Release Time – Release time from regular assignment to perform other duties.

## APPENDIX K

### VACATION UTILIZATION PLAN

*This purpose of this form is to document the plan to bring an employee's vacation balance below the maximum allowed. Article 12.03.3 states that in order to ensure a unit member's vacation balance does not exceed the maximum allowed, the unit member shall meet with the manager to discuss a mutually agreeable time to take vacation. If the mutually agreeable time causes the unit member's vacation maximum to be exceeded, the manager and the unit member will document a plan to bring the vacation balance below the maximum by the end of the fiscal year. **Approval of this plan will allow the unit member to continue to accrue vacation until the plan has been implemented.***

*This form shall be signed by both the unit member and the supervisor responsible for granting the unit member's vacation. The completed form shall be sent to the Payroll Department.*

\_\_\_\_\_  
Unit Member Name                      Employee ID                      Job Title

\_\_\_\_\_  
Supervisor Name                      Supervisor Title

Vacation Balance: \_\_\_\_\_ as of \_\_\_\_\_ Monthly Accrual: \_\_\_\_\_ Max: \_\_\_\_\_  
Hours                      Date                      Hours                      Hours

In the space provided below, clearly describe the mutually agreeable plan that will bring the unit member's vacation balance below the maximum allowed by the end of the fiscal year (June 30<sup>th</sup>).

☐ I would like to donate \_\_\_\_\_ hours from my vacation leave to the Catastrophic Leave Bank.

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

\_\_\_\_\_  
Supervisor                      Signature                      Date

**Return completed form to the Payroll Department, Building 4, Room 1370**

Payroll Use Only: ☐ Original for Employee File  
☐ Copy for CSEA 262 Chapter President

*Revised 4/29/15*

## EMPLOYEE WORK SCHEDULE/DESIGNATION/CHANGE FORM



## **APPENDIX M**

### **CSEA 262 CATASTROPHIC LEAVE DONATION REQUEST**

*Use this form to donate eligible leave credits to the CSEA 262 Catastrophic Leave Bank. Per Article 13.10.2.2, eligible leave credits mean vacation leave and sick leave accrued by the donating employee. Donors must donate a minimum of eight (8) hours of eligible leave credits per Article 13.10.4.2. Donors may designate donated leave credits for a specific unit member who has been approved for CSEA 262 catastrophic leave per Article 13.10.4.2.1.*

#### **Donor Information**

CSEA 262 ☐ CSEA 651 ☐ Faculty ☐ Confidential ☐ Supervisory ☐ Management ☐

\_\_\_\_\_  
Employee Name Employee ID Job Title

*By signing this agreement, I authorize the District to transfer \_\_\_\_\_ hours of eligible leave credits from my available vacation leave balance and \_\_\_\_\_ hours of eligible leave credits from my available sick leave balance to the CSEA 262 Catastrophic Leave Bank.*

*In addition, I wish to designate \_\_\_\_\_ as the recipient of this donation. (optional)  
(must be CSEA 262 unit member)*

*I acknowledge that this donation is completely voluntary and I understand that this transfer is irrevocable. Any unused designated leave credits will not be returned to me and will become available for future CSEA 262 catastrophic leave recipients.*

\_\_\_\_\_  
Employee Signature Date

**Submit completed and signed form to the Payroll Department,  
Building 4, Room 1370**

#### **Payroll Certification**

This donation request has been:

☐ Accepted The employee's donation of \_\_\_\_\_ hours of vacation leave and \_\_\_\_\_ hours of sick leave has been deducted and transferred to the CSEA 262 Catastrophic Leave Bank.

☐ Rejected The employee's donation could not be processed for the following reason(s): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Processed By (Print Name) Signature Date

#### **Payroll Use Only:**

☐ Original to Employee File  
☐ Copy to Employee

*Revised 6/30/15*

## **APPENDIX M-2**

### **CATASTROPHIC LEAVE APPLICATION**

*A "Catastrophic Illness" or "Injury" means an illness or injury that is expected to incapacitate the unit member for an extended period of time, or that incapacitates a member of the unit member's family which requires the unit member to take time off from work for an extended period of time to care for that family member, and taking extended time off creates a financial hardship for the unit member because he/she has exhausted all of his/her sick leave and other paid time off.*

***Applications must be submitted to the Human Resources Department a minimum of ten (10) working days prior to the start date of the requested leave or as soon as possible if circumstances prevent earlier submission. Employees must include a signed and dated statement from a licensed physician verifying that a serious illness or injury will require prolonged treatment of either the unit member or a family member.***

☐ Classified 262

Employee Name: \_\_\_\_\_

Employee ID Number: \_\_\_\_\_

Department \_\_\_\_\_

Position Title \_\_\_\_\_

Work Phone \_\_\_\_\_

Home/Cell Phone \_\_\_\_\_

I wish to request \_\_\_\_\_ hours of catastrophic leave. (Please attach explanation for requesting leave)

Estimated duration of absence: From \_\_\_\_\_ To \_\_\_\_\_

I estimate that I will exhaust all of my fully paid accrued leaves on \_\_\_\_\_

***Payroll verification: All fully paid leave credits exhausted on \_\_\_\_\_***

*In accordance with Education Code Section 87045 verification required:*

Eligible leave credits may be donated to an employee for a catastrophic illness or injury if all of the following requirements are met:

1. The employee who is, or whose family member is, suffering from a catastrophic illness or injury requests that eligible leave credits be donated and provides verification of catastrophic illness or injury as required by the governing board of the community college district in which he/she is employed.
2. The governing board of the community college district determines that the employee is unable to work due to the employee's or his/her family member's catastrophic illness or injury.
3. The employee has exhausted all fully paid leave credits.

***Human Resources/Catastrophic Leave Program Committee Use Only***

Date request for leave received \_\_\_\_\_ Date reviewed by Committee \_\_\_\_\_

☐ Request approved # of hours \_\_\_\_\_

☐ Request denied

Comments: \_\_\_\_\_

\_\_\_\_\_  
Employee Group Representative


\_\_\_\_\_  
Director, Equal Employment Opportunity (EEO) Programs

### SIGNATURE PAGE

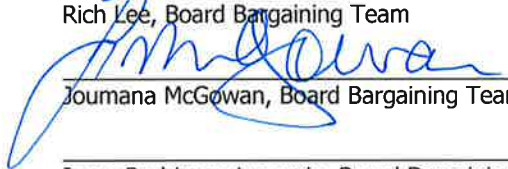
The Mt. San Antonio Community College District and the California School Employees Association, Chapter 262 entered into a comprehensive Agreement for the period July 1, 2018 through June 30, 2019. The parties hereby jointly agree to modify such Agreement for the purpose of establishing a successor Agreement for the period July 1, 2017 through June 30, 2020. The parties hereby jointly agree to the modifications which are incorporated into this Agreement.

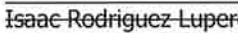
IN WITNESS THEREOF the parties execute this Agreement on the 19th day of August, 2019, to become effective on the first day of July, 2018.

FOR BOARD OF TRUSTEES:

  
Abe Ali, Board Lead Negotiator

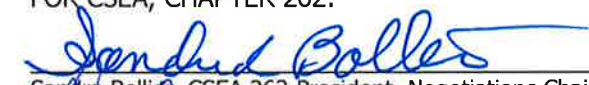
  
Rich Lee, Board Bargaining Team


  
Joumana McGowan, Board Bargaining Team

  
Isaac Rodriguez-Lupercio, Board Bargaining Team

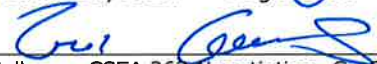
  
Sokha Song, Board Bargaining Team

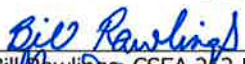
FOR CSEA, CHAPTER 262:


  
Sandra Bollier, CSEA 262 President, Negotiations Chair

  
Marlene Espina, CSEA 262 Negotiations Co-Chair

  
Mark Fernandez, CSEA 262 Negotiations Co-Chair

  
Zak Gallegos, CSEA 262 Negotiations Co-Chair

  
Bill Rawlings, CSEA 262 Negotiations Team

  
Robert Stubbe, CSEA 262 Negotiations Team

  
Brittney Coleman, Labor Representative

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