

**AGREEMENT BETWEEN  
REDWOODS COMMUNITY COLLEGE DISTRICT  
AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
COLLEGE OF THE REDWOODS CHAPTER 509**

Effective July 1, 2006 through June 30, 2009.

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## **PREAMBLE**

This Agreement is made and entered into by and between Redwoods Community College District, hereinafter referred to as "District" and the California School Employees Association and its College of the Redwoods Chapter 509 or its successors, hereinafter referred to as "CSEA." CSEA is the exclusive bargaining representative for a unit composed of all members of the classified service of the District, except for Management, Supervisory and Confidential employees, hereinafter referred to as "employees." All references to annual, annually, etc., shall mean July 1 of any year through June 30 of the following year unless otherwise stipulated.

**ARTICLE I**  
**CHECK OFF AND ORGANIZATIONAL SECURITY**

- 1.1 Pursuant to Government Code section 3546, the District agrees to deduct regular monthly CSEA membership dues and service fees from employee's wages in amounts stated by CSEA. Such amount may be modified during the term of this Agreement in accordance with CSEA state and chapter constitution. The total deducted amount shall be transmitted to CSEA as soon after each pay period as possible.
- 1.2 Fair Share Service Fee Procedures - The District will provide all newly-hired employees with information on the employee's obligations and options under the fair share service fee system of Government Code section 3546. CSEA is responsible for providing the District with information packets to be distributed to the employees. If CSEA fails to provide the packets to the District, the District is relieved of its obligation until they are provided. Newly-hired employees, including persons entering the bargaining unit from non-unit District employment, must notify the District either directly or through CSEA of their status choice under the fair share service fee system (CSEA member, service fee payer, or religious exception), prior to the regular payroll cutoff date in the month following the month during which the employee served his/her first day of paid service. If the employee fails to provide this notification in a timely manner, the District will deduct service fees from the employee's wages beginning with the month following the month in which the employee served his/her first day of paid service. This money will be paid to CSEA in the same manner as other employees' dues and service fees.
- 1.3 Religious Exception Conditions - Any employee who claims and qualifies for a religious exception from payment of service fees under the provisions of Government Code section 3546.3 may make a donation to 1) Humboldt Fund of the Humboldt Area Foundation, 2) American Cancer Society, or 3) College of the Redwoods Employee Scholarship Fund, in lieu of paying service fees to CSEA. Any employee claiming and qualified for this exception must donate an amount equal to the full annual service fees to the charity chosen from among the three listed above. The employee may choose to make the donation in one lump sum or it may be paid in equally prorated payroll deductions. If the lump sum option is selected, the employee must provide CSEA and the District with acceptable documentary proof of payment to the charity selected not later than October 31 of each fiscal year. If the employee fails to provide timely and satisfactory proof of payment as described above, the District will, upon written notification from CSEA, begin deducting service fees from the employee's wages until such time as proof of payment satisfactory to both CSEA and the District has been provided by the employee.

**ARTICLE II**  
**EVALUATION AND PERSONNEL FILES**

- 2.1 The District agrees to require all material placed in an employee's personnel file be initialed and dated by the person placing the material in the file. A copy of all materials placed in the file will be sent to the employee involved. All file documents shall be maintained in one jacket. Official letters of commendation or other official documents of recognition pertaining to the employee's employment shall be made a permanent part of the employee's file.
- 2.2 Employees may inspect their personnel file upon request, provided the request is made at a time when such person is not actually required to render services for the District. Those materials which the law permits the District to maintain as confidential and not subject to inspection of the employee or his/her representatives shall not be subject to the inspection provided for herein.
- 2.3 Information of a derogatory nature shall not be placed in a personnel file unless and until the employee is given written notice and an opportunity to review and comment thereon. Any employee shall have the right to enter and have his/her own comments attached to any such derogatory information. If the employee reviews and prepares comments to the derogatory information within ten working days of receipt of the notice from the District, the review and comment preparations shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction. If the employee chooses not to review and prepare comments until after the ten day period expires, then the review and preparation must be done during off-duty hours.
- 2.4 All newly hired employees and all employees upon promotion shall receive at least two performance evaluations by the immediate supervisor, one each during the second and fifth month of the probationary period. All permanent employees shall receive one annual performance evaluation by the immediate supervisor on or about the employee's anniversary date. Whenever an employee is rated by more than one supervisor, all supervisors of the employee will sign the rating form.

The parties understand and agree that this schedule of evaluations is a minimum schedule. Additional evaluations may be made by the District and shall be made when requested by an employee. An evaluation requested by an employee shall be accomplished within thirty days, but an employee may not initiate such an evaluation more frequently than twice between annual evaluations. Whenever an employee is evaluated under normal circumstances by another bargaining unit member, that evaluator shall initial the evaluation and the immediate supervisor who is not a member of the bargaining unit shall sign the evaluation. The immediate supervisor who has the responsibility to sign the evaluation may change the ratings, but the fact that a rating is changed shall be noted on the

evaluation document. Written comments will be given for "problem" and "needs improvement" ratings.

- 2.4.1 The qualitative ratings on an evaluation shall be subject to the grievance procedure in this Agreement, except that no such grievance shall be subject to advisory arbitration.
- 2.5 The probationary period for all classified employees shall be one hundred thirty working days, excluding any and all paid or unpaid leaves of absence. However, in no case shall a probationary period exceed one calendar year. The probationary period for an employee may be extended beyond 130 working days by the mutual written agreement of the District and CSEA.

**ARTICLE III**  
**ORGANIZATIONAL RIGHTS**

- 3.1 The CSEA shall have the right to contact employees, use official College bulletin boards and mailboxes, including electronic mail, distribute employee organizational materials, and use College facilities for organizational meetings subject to reasonable District procedures regulating time, place, and manner of such activities. The District will provide CSEA with a clearly identified mailbox for the receipt of materials. CSEA's use of electronic mail for internal union business is restricted to times when the sending employee is not on duty.
- 3.2 Subject to the subject matter restrictions contained in Article II, herein, the CSEA shall have the right to review an employee's personnel file when accompanied by the employee or upon presentation of a written authorization signed and dated by the employee. The timing of such review may be controlled by the District so as to permit the normal functioning of District offices. Whenever possible, the employee should be present during the file review.
- 3.3 At the request of CSEA, the District agrees to reconcile annually the seniority status of employees. CSEA shall assist the District as requested by the District in such reconciliation.
- 3.4 Once each month during the life of the Agreement, all employees shall be granted one hour release time to attend regular monthly CSEA chapter meetings, which shall normally be held from noon until 1:00 p.m. or 5 to 6 p.m. or during the College Hour. CSEA shall provide a roster of those employees in attendance at each meeting. Any employee taking the described released time shall utilize said time only for attendance at the chapter meeting. Failure to do so shall constitute absence without leave, and the employee's salary shall be docked for the period of absence.
- 3.5 Within thirty days after execution of this Agreement, the District shall deliver to CSEA one copy for each employee and an additional twenty copies. Any employee entering the bargaining unit after execution of this Agreement shall be provided a copy of the Agreement by the District at the time of employment.
- 3.5.1 Copies of any written changes agreed to by the parties shall be provided and paid for in the same manner as the agreement itself.
- 3.6 CSEA shall have the right to conduct a one-hour agreement orientation session for all employees at a time during the academic year as mutually agreed upon by the parties. All employees, except those whose presence on the job, in the opinion of the District, is critical to the continued operation of the College, shall be granted one hour of released time to attend this session. The orientation session shall be held between the hours of 9:00 a.m. and 5:00 p.m. on a weekday during the specified period.

3.7 Reasonable released time not to exceed 24 total hours shall be granted to members of the CSEA bargaining team to hold an Agreement Orientation Meeting and an Agreement Ratification Meeting for employees at the Del Norte and Mendocino campuses of the District. The timing of such released time shall be at the discretion of the District. Section 3.6 of this Agreement shall apply to the Agreement Orientation Meeting.

3.8 Released time:  
Specified CSEA representatives shall have the right to receive reasonable amounts of released time (time off without loss of compensation) when meeting and negotiating with the District, and for the processing of grievances. CSEA will identify no more than five members for the negotiating committee. No more than ten members may be designated as stewards to represent bargaining unit members in the processing of grievances. The CSEA Chief Steward will prepare a monthly report of all stewards' released time taken. Dates, number of minutes of released time taken, and the purpose of released time will be recorded in this report and it shall be submitted before the eighteenth of the following month by the CSEA Chief Steward to the Vice President, Chief Human Resources/Equal Employment Officer, and to the stewards' immediate supervisors. To the degree possible, stewards shall confine informal meetings with employees to periods of time when neither employee is on duty.

3.8.1 Each steward shall request released time, as far in advance of the need as possible, before leaving the work station to perform CSEA business. In the event the immediate supervisor is not available for this decision, such request may be made to the Vice President, Chief Human Resources/Equal Employment Officer, or designee. The immediate supervisor may deny requested released time to a negotiating committee member or steward if the employee's absence from work at the time of the specific negotiating session or grievance activity would seriously interfere with the District's business. The District and CSEA recognize that effective resolution of unanticipated crisis situations may involve some interruption of District business.

3.8.2 CSEA and the Vice President, Chief Human Resources/Equal Employment Officer, agree to determine additional released time for authorized CSEA representative activities. Additional activities include but are not limited to: regular problem solving meetings with the Vice President, Chief Human Resources/Equal Employment Officer; CSEA representatives to District committees; delegates to CSEA's annual conference; new hire orientation with CSEA representative, and a CSEA representative to attend Board of Trustees meetings. The CSEA Chapter President shall keep the Vice President, Chief Human Resources/Equal Employment Officer, informed of the identity of CSEA's current elected

and appointed officers, job stewards, and members of the negotiating committee.

- 3.8.3 A CSEA representative, from among those designated as qualified and authorized, shall be released from duty to participate in new-hire orientation. Such release time shall be in thirty (30) minute increments. The immediate supervisor may deny the release time if it would seriously interfere with District business.

**ARTICLE IV**  
**HOURS AND OVERTIME**

- 4.1 Workweek: The workweek for employees shall consist of five consecutive days, eight hours of work (excluding lunch periods) per day for all employees. Each position shall be assigned a fixed, regular, and ascertainable minimum number of daily hours and annual days of employment. This article shall not restrict the District's right to extend the regular work day or work week on an overtime basis when, in the opinion of the District, such is necessary to carry on the business of the District. The District retains the right to employ and assign employees to less than full time work assignments.
- 4.1.1 The District has the right to seek voluntary adjustments of employees' work schedules (the hours in each day and the days of the week, not the total number of hours), directly with the employees on a non-coercive basis, without the intervention of CSEA. CSEA will accept such adjustments, voluntarily agreed upon by the employees involved, without protest.
- 4.1.2 In the event voluntary agreement on proposed adjustments cannot be achieved between the District and the affected employees, the issue shall be subject to negotiations between the District and CSEA. If negotiations on the issue are not successful, the statutory impasse procedure will be utilized.
- 4.2 Flex schedule: Flex hours may be allowed in individual cases where it can be demonstrated that the best interests of the District will continue to be met in accommodating such a schedule.
- 4.2.1 Flex hours can be four ten-hour days or other combinations such as four nine-hour days and one four-hour day. Once a flex hour schedule has been approved, that will be the employee's work schedule until such time that another change is implemented. An employee may not work more than ten hours in any one day without being in an overtime situation.
- 4.2.2 When a holiday falls on a scheduled workday, holiday pay equal to that which would be earned for 20% of the employee's average weekly hours will be received. If the 20% factor does not cover all the hours the employee is scheduled to work that day, the employee may either work the additional hours (not to exceed ten hours in any one day) or take some form of leave.
- 4.2.3 When a holiday falls on a day on which the employee is not scheduled to work, the employee shall be entitled to take holiday time off on the workday preceding or succeeding the holiday, as agreed upon by the

employee and the immediate supervisor. The amount of holiday time off shall be 20% of the employee's regular weekly hours.

- 4.2.4 Requests for a flex hour schedule must be submitted on a "Request for Flex Schedule" form. After receiving the appropriate supervisorial/administrative recommendations and approvals, the request will be submitted to the Human Resources office for action. Appeals to flex schedule decisions may be made by submitting a request in writing to the Senior Staff.
- 4.2.5 A request for a modification or termination of a flex hour schedule may be initiated by either the employee or his/her supervisor following the above procedures.
- 4.3 Lunch periods: All full-time employees shall be entitled to an uninterrupted, uncompensated, lunch period of not less than one half hour nor more than one hour, which period shall be scheduled, for full-time employees, at or about the midpoint of each work shift.
- 4.4 Rest periods: All employees shall be granted a compensated rest period of fifteen minutes per one-half shift (four hours) as part of the regular workday, which, insofar as possible, shall be in the middle of each half shift. The District shall have the right, however, to schedule rest periods at reasonable times other than the middle of the half shift based upon the needs of the District. If not taken as scheduled, rest periods are forfeited unless the District has rescheduled the rest period.
  - 4.4.1 Employees who work a regular District-approved four-day ten-hour work schedule will receive twenty minutes per rest period.
- 4.5 Overtime/Compensatory time off:
  - 4.5.1 Supervisors should notify employees of the need for overtime work as early in the workday as possible. Employees should notify supervisors of the apparent need for overtime work as early in the workday as possible.
  - 4.5.2 Employees are not required to perform overtime work. However, both the employee and the supervisor must show judgment in this regard. The employee should base his/her decision on whether or not to work overtime on a balance between the District's need to have overtime work performed, and the value of the employee's other commitments during that time period. Overtime work should not be refused for frivolous reasons. Refusal to work overtime should not be a basis for a less than satisfactory employee evaluation. If there is no appropriate volunteer, the District may require an employee to work overtime in any situation that, if ignored, could cause serious harm to persons, property, or program.

- 4.5.3 The District shall have the option of paying for overtime worked, or allowing compensatory time off in lieu of payment. During a campus closure authorized by the President, an employee has the option to receive payment for the time worked or compensatory time off. If compensatory time off is chosen, the employee shall schedule with their supervisor when the compensatory time off is to be taken. Scheduling shall be accomplished through the leave request system.
- 4.5.4 Compensatory time off for overtime worked may be accumulated for up to twelve calendar months. The total which can be accumulated in accordance with the Fair Labor Standards Act is 160 hours. Overtime worked when this maximum amount is accumulated, or accrued, and unused (as a balance on the compensatory time off record), will be paid for in accordance with existing payment practice.
- 4.5.5 Employees shall not work overtime without the knowledge and advance approval of the supervisor. Employees shall be compensated for overtime work performed with the knowledge of the supervisor.
- 4.5.6 Except as may be otherwise provided for herein, all overtime hours shall be compensated at a rate equal to time and one-half the regular rate of pay of the employee for all work performed in accordance with Section 4.5. Overtime is defined to include any time required to be worked in excess of eight hours in one day and in excess of forty hours in any calendar week.
- a. All hours worked beyond the workweek of five consecutive days shall be compensated at the overtime rate commencing on the sixth consecutive day of the workweek.
  - b. All hours worked on holidays designated by this agreement shall be compensated at two and one-half times the regular rate of pay. For employees whose workweek is other than Monday through Friday, holiday schedules may be adjusted by mutual agreement of the District and the employee to provide long weekends without the District incurring the burden of holiday overtime pay.
  - c. Any paid holiday shall be considered a day worked.
- 4.5.7 Overtime equal distribution: Overtime shall be distributed and rotated as equally as possible among employees within the job classifications appropriate to the nature of the work to be performed.
- 4.6 Shift differential: Any employee whose regularly assigned work shift commences between 12:00 noon and 6:00 a.m. the following day shall be paid a shift differential premium of 3.0 percent above the employee's regular rate of pay for all hours worked.

- 4.7 Stand-by time: All stand-by time shall be considered as hours worked under this Agreement.
- 4.8 Minimum call-in time: Any employee called in to work on a day when the employee is not regularly scheduled to work shall receive a minimum of two hours pay at the appropriate overtime rate of pay under this Agreement, irrespective of the actual time required to be worked.
- 4.9 Call back time: Any employee called back to work after completion of the regular assignment or called in to work prior to the assigned starting time shall be compensated for at least two hours of work done at the overtime rate, irrespective of the actual time less than that required to be worked.
- 4.10 Adjustment of assigned time: Any employee who works thirty minutes or more per day in excess of his/her regular part-time assignment for a period of twenty consecutive working days or more shall have his/her regular assignment adjusted upward to reflect the longer hours, effective with the next pay period.
- 4.11 Released time for training: The first fifteen employees per semester who apply as provided below and are approved by the District for released time as provided herein shall be entitled to up to three units released time per week at College of the Redwoods for the following purposes and under the following conditions (in appropriate circumstances the Vice President, Chief Human Resources/Equal Employment Officer may waive these maximums):
- 4.11.1 A class may be taken at College of the Redwoods directly related to the employee's current work or related to other existing classified employment, or related to work which will be done in the future at the College by classified employees. Fees for such classes, up to six units per fiscal year, shall be waived.
- 4.11.2 The application for such released time must be submitted for review and approved by the Vice President, Chief Human Resources/Equal Employment Officer after review of and recommendation on the application by the employee's immediate supervisor. The application form shall be developed by the Vice President, Chief Human Resources/Equal Employment Officer and shall include, among other things, areas for the employee to provide information concerning his/her preparation for the course, objectives for taking the course, and how the course would be of value to the employee and to the District.
- 4.11.3 If approved for the released time, the employee must attend the required classes as reliably as other students. Any grades on course work or examinations lower than "C" shall authorize the District to require the employee to drop the course and forfeit any future released time. Grades shall be available to the District for review.

4.11.4 A Distance Learning course offered from College of the Redwoods or other institutions shall be eligible for filing a release request by the employee, following all procedures outlined in section 4.11. A Distance Learning course must be viewed, attended and processed on the District campus or branch campus site. Release time will not be granted for course work completed off of any District premises.

**ARTICLE V**  
**PAY**

- 5.1 Regular rate of pay: The regular rate of pay for each position shall be in accordance with the rates established for each class as provided in Appendix B, attached hereto and incorporated herein by this reference.
- 5.1.1 Effective July 1, 2006, the salary schedule shall be increased by 3%.
- 5.1.2 Effective July 1, 2007, the salary schedule shall be increased by 5%.
- 5.1.3 Effective July 1, 2008, the salary schedule shall be increased by 3% or the percentage included in the previous fiscal year's 2007-2008 State Budget Act as the cost-of-living (COLA) for community colleges unrestricted programs (whichever is higher) subject to the following conditions. In the event that the COLA (referenced above) is higher than 3.00% and the cost of NCSMIG Medical Plan F1 exceeds \$811 per month per full-time employee for 2008-09, the funds available from the COLA in excess of 3.00% and up to 3.50% (up to 0.5% total) will be used to pay the bargaining unit's share of the monthly cost in excess of \$811. The balance of the COLA percentage of funds shall be applied to the classified salary schedule. If the cost of Medical plan F1 exceeds \$811 per month and the COLA is 3.00% or less, then the District shall pay the full cost of F-1 for 2008-09. If the COLA exceeds 3.00% and the 0.5% (the portion between 3.00 and 3.50%) of the COLA does not pay the full cost of the 2008-2009 medical plan above \$811 per month, then the District shall pay the remaining cost.
- 5.2 Initial Salary Placement: In an effort to compensate new classified employees for relevant previous employment experience, the Vice President, Chief Human Resources/Equal Employment Officer is authorized to determine an initial salary placement not higher than step 3 of the salary schedule located in Appendix B of this agreement.
- 5.3 Paychecks: All regular paychecks shall be itemized to the extent permitted by the processing agencies and to the extent mutually agreed upon by the District and CSEA.
- 5.4 Step advancement: For the term of this Agreement, each bargaining unit employee, whether newly hired or promotional, shall be advanced to the next higher salary step on July 1 following completion of three calendar months of service in the new class and shall be advanced one additional step each July 1, until the final step in the salary range is attained.
- 5.5 Frequency: All employees shall be paid once per month on the last working day of the month for all regularly assigned hours. Any employee on leave of absence

may request that his/her paycheck be mailed to him/her; and upon receipt of a pre-addressed, stamped envelope, the District shall mail the paycheck as requested.

- 5.6 Payroll error: Any payroll error resulting in insufficient payment for an employee shall be corrected and a supplemental check issued as quickly as possible through the process required. Any payroll error resulting in an overpayment to an employee shall be corrected by the District through deduction of the overpayment from the next paycheck (after discovery of the overpayment). In the event deduction of the full overpayment from one paycheck would decrease the net pay in that paycheck in excess of twenty percent, the full overpayment shall be recovered by the District through equal deductions from the next six months' paychecks.
- 5.7 Reimbursement of District: The District may deduct from any final paycheck of an employee being separated from employment from the District any salary advances such as unearned sick leave, vacation, or compensatory time off which have been advanced to the employee. The District may also deduct from the final paycheck of the employee the reasonable cost of District property not returned in good condition to the District prior to separation.
- 5.8 Mileage: Any employee required to use his/her vehicle on District business shall be reimbursed at the current maximum IRS deductible rate. Employees called in or called back to work under Section 4.8 or 4.9 of this Agreement shall be paid a flat rate of \$8.00 for mileage on each such occasion.
- 5.9 Special payments: Any payroll adjustment due to an employee as a result of working out of class, computation of hours, or other reasons other than procedural errors shall be made and supplemental pay issued at the earliest administratively convenient date.
- 5.10 Lost checks: Any paycheck for an employee which is lost after receipt or which is not delivered within five days of mailing, if mailed, shall be replaced as quickly as can be arranged by the processing agencies provided the employee complies with District practices concerning replacement of such a check.
- 5.11 Promotion: Any employee receiving a promotion within the bargaining unit shall be moved to the step of the new range which is closest to a five percent increase in salary, but which provides not less than a four percent increase.
- 5.12 Out of class pay/temporary promotion: Any employee who is temporarily assigned all or a significant portion of the duties of a higher class for a period of five or more working days within a fifteen calendar day period shall receive increased compensation for all actual days during which this service is performed, in amounts proportionate to the duties provided. Upon determining that out of class pay is appropriate, the District shall determine the amount of out

of class pay to be paid to the employee. If CSEA disagrees with the amount chosen, the amount shall be subject to negotiations between the District and CSEA. In all cases out of class pay must be at least 5% greater than the employee's regular rate of pay.

- 5.13 Compensation during required training: Employees required by the District to attend in-service, staff development, or other types of training programs, shall be granted released time for all hours of the programs. Travel time to and from the training program, to the degree it is greater than the employee's normal travel time to work and home again, shall be treated as compensable time. Mealtimes during training and during travel to and from training shall not be treated as compensable hours. If the total compensable time on any day is greater than eight hours, the District shall have the option of compensating the employee for the excess at the appropriate overtime rate, or as compensatory time off. If such a training program is held at a location other than the campus or work site where the person is normally employed, the member shall receive reimbursement for mileage, food, and lodging expenses necessarily incurred by attendance at the program. Such reimbursement shall be at the rate normally paid by the District for such expenses.
- 5.14 Compensation during non-required training: Employees permitted by the District to attend in-service or staff development training programs may be granted released time or the use of leaves of absence during attendance at the program in amounts mutually agreed on by the District and the employee.
- 5.15 CSEA shall have the right to consult with the District on in-service or staff development training programs during the life of this Agreement. Employees may request participation in in-service training programs related to their employment functions.

**ARTICLE VI**  
**EMPLOYEE EXPENSES AND MATERIALS**

- 6.1 Uniforms: The District shall pay the full cost of the purchase, lease, rental, cleaning, and maintenance of rental uniforms, equipment, identification badges, emblems, and cards required by the District to be worn or used by employees.
- 6.2 Tools: The District agrees to provide all tools, equipment, and supplies reasonably necessary for employees to perform their assigned duties.
- 6.2.1 Notwithstanding the above paragraph, an employee may bring his/her tools or equipment for use in the course of employment. The employee must notify the District in advance and receive consent to bring such tools and equipment on campus. All tools and equipment must remain on campus unless and until the employee notifies the immediate supervisor in writing of the date such tools and equipment will be taken off campus for, and returned on campus from, personal use, including a clear description of the tools removed and returned. For such tools and equipment, the District agrees to provide a safe storage place and agrees to pay for any loss or damage. The District has no liability unless all of these provisions are complied with.
- 6.3 Safety equipment: Should the employment duties of an employee reasonably require the use of equipment to ensure the safety of the employee, upon prior approval by the District, the District shall, at its option, either furnish such equipment or reimburse the employee for the full cost of procuring such.
- 6.4 Medical examinations: Whenever the District requires a medical examination to be taken by an employee at the direction of an authorized District administrator; or when an employee is required by law to take a medical examination for continuance in employment, the District shall at its option, provide the required medical examination, or cause it to be provided. The District shall reimburse the employee or pay any charges incurred by the employee for the required medical examination.
- 6.4.1 Tuberculin clearance: If tuberculin patch tests are available on the Eureka campus, such tests shall be made available to employees at the Eureka campus at no charge to the employee. In the event that a Eureka campus employee elects to obtain a tuberculin patch test at a licensed medical services provider off the Eureka campus, the District shall not pay for the test. If the District arranges to pay for a required chest x-ray or any other form of medical examination from a particular medical service provider, the employee, regardless of the site of employment, shall use that provider for the examination without charge to the employee, or the employee may elect to be examined by another licensed medical service provider but at his/her own expense.

- 6.5 Personal vehicles: When employees are required to drive their own vehicles while on District business and are involved in an accident, they are required by law to use their own liability policy for coverage. The District liability policy will be used only after the employee's policy limits have been exceeded. The District does not cover, nor is it responsible for, comprehensive or collision coverage to the employee's vehicle.
- 6.6 Fingerprinting: The District agrees to reimburse all newly hired employees for the cost of fingerprinting required upon employment by the District. If the District provides fingerprinting service on the Eureka campus and a Eureka campus employee elects to be fingerprinted at a place other than the Eureka campus, the District shall not reimburse the employee for any cost of fingerprinting.
- 6.7 Parking: Employees of the District shall be entitled to parking privileges at no cost to the employee.

**ARTICLE VII**  
**HEALTH AND WELFARE BENEFITS**

- 7.1 The District agrees to maintain the following group benefits for employees for the term of this Agreement:
- 7.1.1 Medical coverage – North Coast Schools Medical Insurance Group (NCSMIG) Prudent Buyer Plan F1 – Employee, spouse or domestic partner and dependents effective July 1, 2006 and each consecutive July 1<sup>st</sup> for the term of this agreement. Effective July 1, 2009 any increases to the cost of medical plan F1 shall be split 50/50 between the District and unit members, unless the parties have reached an agreement to the contrary.
  - 7.1.2 Dental coverage - NCSMIG Delta Dental Program XII - Employee, spouse or domestic partner and dependents for the term of the contract.
  - 7.1.3 Salary Continuance Insurance, 30 day waiting period, \$3,000 maximum monthly benefits - Employee only
  - 7.1.4 Vision Service Plan, Plan C - Employee, spouse or domestic partner and dependents for the term of the contract.

The District reserves the right to propose alternative group benefits during the life of this Agreement.

- 7.2 During the term of this Agreement the District agrees to provide full premium contributions for the above group benefits subject to the following conditions. A copy of the actual policies is available for review from the Human Resources office.
- 7.3 All employees whose regular assignment is 1,640 hours/year or more shall receive full benefits twelve months per year in accordance with this article. Employees whose regular assignment is less than 1,640 hours/year shall receive benefits twelve months per year, but the District shall contribute only that portion of premium costs as the employee's regular hours per year bear to 1640 hours. Employees whose regular assignment is less than 820 hours per year are eligible to participate in benefits, but the employees are responsible for paying 100% of the premium costs for the benefits. Retired employees shall be eligible as group members at the retired employee's expense as restricted by Board policy.
- 7.4 Retiree Benefits: Employees who were hired prior to January 1, 1995, who take service or disability retirement under the Public Employees Retirement System, who have completed ten or more calendar years of service with the District, and who are fifty-five years of age or older, shall continue to be enrolled in, and continue to receive District-paid contributions towards medical, dental, and vision

group benefits provided by this Article through the month during which the employee attains age sixty-five. Part time employees receiving a pro-rata portion of District-paid contributions toward these coverages at time of retirement shall continue to receive their pro-rata District contribution for the term of this benefit, so long as the employee provides his/her portion of the contribution to the District in advance. Availability of this benefit is conditional upon its being offered by the provider and the North Coast Schools Medical Insurance Group (NCSMIG).

- 7.4.1 Employees who are hired on or after January 1, 1995, who take service or disability retirement under the Public Employees Retirement System (PERS), who have completed ten or more calendar years of service with the District, and who are fifty-five years of age or older, shall be entitled to District-paid medical, dental, and vision group benefits provided by this Article for a maximum period of seventy-two months (six years). The seventy-two month period of eligibility for this benefit may be activated at any time during an eligibility window which begins at age fifty-five and ends on attainment of age sixty-five. In no case will the District-paid benefits continue beyond age sixty-five. This benefit must be taken over one continuous period of time. Part-time employees receiving a pro-rata portion of District contributions toward these coverages at the time of retirement shall continue to receive their pro-rata District-paid contribution for the term of this benefit, so long as the employee provides his/her portion of the contribution to the District in advance. Availability of this benefit is conditional upon its being offered by the provider and NCSMIG.
- 7.4.2 Any unit member hired on or after July 1, 2006, shall not receive district paid premiums for retiree health and welfare benefits. Benefits may be purchased at retiree's own expense.

**ARTICLE VIII**  
**HOLIDAYS**

8.1 Holidays shall be granted to all employees in accordance with the following schedule:

January 1  
Dr. Martin Luther King, Jr., Day  
Lincoln's Day or alternate  
President's Day  
Memorial Day  
July 4  
Admissions Day or alternate  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Day before Christmas  
December 25  
Winter Closure Holiday

See Appendix D for specific dates of holidays for the terms of the Agreement.

8.1.1 When a holiday listed falls on a Sunday, the following Monday will be observed in lieu of the holiday; when a holiday listed falls on a Saturday, the preceding Friday shall be observed in lieu of the holiday.

8.2 Additional holidays: The District shall provide as additional paid holidays only those additional paid holidays required by law.

8.3 Holiday Work: All employees required to work on paid holidays shall receive payment for each holiday hour worked as wages or as compensatory time off, at the option of the District. An employee who is scheduled to work on a holiday may request to have an in lieu holiday scheduled on another day. The District has discretion in approving or denying such requests.

8.4 Holiday eligibility: Except as otherwise provided in this article, a continuing employee must be in paid status on any portion of the working day immediately preceding or succeeding the holiday in order to be paid for the holiday.

8.4.1 Employees who are not normally assigned to duty during the school holidays of the day before Christmas, Christmas, or New Year's Day shall be paid for those holidays provided they were in a paid status during any portion of the normal working day of their assignment preceding or succeeding the holiday period.

- 8.5 Winter Closure Holiday Schedule: The District and CSEA agree to reduce unnecessary operational costs by closing the District's campuses for one week each winter during the term of this agreement. That week the five weekdays will be observed as paid holidays, including 1) the Admissions Day alternate, 2) Day before Christmas, 3) December 25<sup>th</sup>, 4) Winter Closure Holiday, and 5) Lincoln's Day alternate. The Lincoln's Day alternate holiday is the normal February holiday rolled forward two months and observed the preceding December.
- 8.6 Holiday hours will be computed as follows:
- 8.6.1 Employees hired to work 2080 full-time annual hourly limit will accrue Holiday leave at the percent of one eight-hour day to which their annual hours bears to 2080 not to exceed 8 hours for each holiday.
  - 8.6.2 Employees hired to work 1800 full-time annual hourly limit will accrue Holiday leave at the percent of one eight hour day to which their annual hours bears to 1800 not to exceed 8 hours for each holiday.
  - 8.6.3 Employees hired to work 1640 full-time annual hourly limit will accrue Holiday leave at the percent of one eight hour day to which their annual hours bears to 1640 not to exceed 8 hours for each holiday.

**ARTICLE IX**  
**VACATION PLAN**

- 9.1 Eligibility: All employees shall earn paid vacation at their regular rate of pay under this article. Vacation benefits are earned on a fiscal year basis, upon completion of the employee's probationary period.
- 9.2 Vacation Accrual: Employees will receive an annual accrual of vacation leave based upon their annual hours as bears to the full-time twelve month annual hours (2080). The annual accrual will be added to the employee's account in monthly increments. Employees hired in positions designated as 12 month positions will receive 1/12<sup>th</sup> of their annual vacation leave amount at the beginning of each month. Employees in other positions will receive 1/10<sup>th</sup> of their annual vacation leave at the beginning of the months of August through May, or 1/11<sup>th</sup> of their annual vacation leave at the beginning of the months of August through June depending upon the relationship of annual hours to 2080.
- 9.3 Vacation credit and compensation: Vacation accrual rates will be based upon the following maximum annual hours:

First through 3 <sup>rd</sup> year	80 hours
4 <sup>th</sup> through 9 <sup>th</sup> year	120 hours
10 <sup>th</sup> year and beyond	160 hours

- 9.3.1 Pay for vacation leave shall be the same as if the employee had worked that day.
- 9.4 Vacation time may be accumulated to a maximum number of hours that would be earned in a two-year work period. No vacation will be earned by the employee at any time when the employee has already accumulated that amount which the employee could have accumulated in the preceding two years. Thereafter vacation shall be earned only when accumulated vacation time is less than that amount. When an employee is terminated for any reason, he/she shall be entitled to vacation pay earned and accumulated up to the effective date of the termination. The maximum vacation pay under this provision shall be that which the employee could have accumulated in the preceding two years.
- 9.4.1 Employees may carry over earned vacation, after one year of employment as shown in the chart below:

<u>Years of Service</u>	<u>Hours Earned</u>	<u>Maximum Number to be Carried Over to Next Year</u>
1 <sup>st</sup>	80	80
2 <sup>nd</sup>	80	160
3 <sup>rd</sup>	80	160
4 <sup>th</sup>	120	200

5 <sup>th</sup>	120	240
6 <sup>th</sup>	120	240
7 <sup>th</sup>	120	240
8 <sup>th</sup>	120	240
9 <sup>th</sup>	120	240
10 <sup>th</sup>	160	280
11 <sup>th</sup>	160	320

- 9.4.2 An employee who terminates for any reason must work at least one-half of the available working days of that month in order to receive accrual for that month.
- 9.5 Vacation postponement: If, for any reason, an employee is denied a scheduled vacation, the employee shall suffer no reduction in the paid vacation due him/her.
- 9.6 Vacation scheduling: Vacations shall be scheduled at times requested by employees so far as possible within the District's work requirements. While the District will make reasonable efforts to approve vacation requests that are convenient for the employee, it reserves the right to disapprove requests based on District's operational needs. The time during which employees will be granted vacation will be at the discretion of their immediate supervisor, who will refer the request to the appropriate administrator for final action and approval. Regarding the approval of vacation, CSEA and employees understand that the needs of the District will govern the scheduling of employee vacations. In the event that more than one employee within a department requests vacation at the same time and operational necessity in the determination of the District precludes the approval of those requests, the employee with the greatest hire date seniority with the District shall be granted the vacation period requested, and progressively so. The above sentence is intended to apply when all employees in an office/department/division are requested or required to submit vacation requests at roughly the same time. Exception may be made for an employee who has scheduled vacation time with the immediate supervisor well in advance of the group, and when the dates requested are beyond the employees' control, such as shipboard cruise, foreign tour package, or major family event which is time specific, or which may result in loss of employees' deposit if vacation is rescheduled.
- 9.7 Holidays: When a holiday falls during the scheduled vacation of any employee, the day shall be recognized as a holiday and shall not be charged against vacation accrual.
- 9.8 Interruption of vacation: An employee may, at the District's option, be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement without a return to active service provided the employee supplies notice and supportive information regarding the basis for such interruption or termination.

## ARTICLE X LEAVES

- 10.1 Bereavement leave: Absence due to death in the immediate family of the employee not to exceed three days (five days if travel in excess of 350 miles one way, or out of state) shall be granted without loss of pay.
- 10.1.1 Definition of immediate family members - Members of the immediate family as used here means mother, father, step-mother, step-father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, step-son, son-in-law, daughter, step-daughter, daughter-in-law, brother, brother-in-law, sister, or sister-in-law of the employee, domestic partner, or employee's parent's domestic partner or any person living in the immediate household of the employee. This definition applies throughout this article.
- 10.2 Jury duty: Employees called for jury duty or to serve as a witness when subpoenaed shall receive their regular salary during the required period of absence from duty. When an employee whose regularly assigned shift commences at or after 4:00 p.m. is required to serve more than four hours jury duty, he/she shall be released from work for the entire shift with pay.
- 10.3 Military leave: Military leave will be compensated as provided for in the military and veterans code. A copy of orders duly endorsed by the military authority involved must be provided to the Human Resources office prior to the commencement of the compensated leave.
- 10.4 Sick leave: Employees will verify an absence when required by the District.
- 10.4.1 Absence will be reported by the employee each day to the immediate supervisor one hour before the usual reporting time if at all possible but not later than fifteen minutes after the usual reporting time except in an emergency. The employee will keep his/her supervisor informed daily as to when he/she expects to return. If the employee provides the District with written notification from a licensed medical practitioner that he/she will be absent for longer than 5 working days, the employee need not report daily until after the initially reported duration of absences has expired.
- 10.4.2 Employees are entitled to use accrued sick leave for purposes of plasma and platelet donations (apheresis).
- 10.4.3 Computation of sick leave allowance: Every classified employee will be entitled to leave of absence for illness or injury with full pay to be computed as follows:

- 10.4.4 Employees hired to work 2080 full-time annual hourly limit will accrue sick leave at the percent of one eight-hour day to which their annual hours bears to 2080. Accruals will occur over twelve months not to exceed 96 hours per fiscal year.
- 10.4.5 Employees hired to work 1800 full-time annual hourly limit will accrue sick leave at the percent of one eight hour day to which their annual hours bears to 1800. Accruals will occur over eleven months not to exceed 88 hours per fiscal year.
- 10.4.6 Employees hired to work 1640 full-time annual hourly limit will accrue sick leave at the percent of one eight hour day to which their annual hours bears to 1640. Accruals will occur over ten months not to exceed 80 hours per fiscal year.
- 10.4.7 A new employee will not be eligible to take more than the accrued amount for each month worked until the first day of the calendar month after completion of six months of service with the District.
- 10.4.8 Unused sick leave shall be accumulated from year to year without limitation.
- 10.4.9 Transfer of sick leave: Any employee may transfer unused sick leave to this District from another school district provided:
- a. He/she was an employee of the former district for at least one calendar year.
  - b. His/her employment at that district was terminated for reasons other than action initiated by the employer for cause.
  - c. The termination from the former district was within one calendar year of the request to have such unused sick leave transferred.
- 10.4.10 Pay for any day of such absence shall be the same as the pay that should have been received had the employee served during the day of illness.
- 10.4.11 Temporary disability leave (maternity): Employees of the District shall be provided leave of absence from duty when absence is caused from pregnancy, miscarriage, childbirth, and recovery there from. The length of the leave of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and the employee's medical advisor. Employees shall notify their immediate supervisor four weeks in advance of the anticipated maternity leave, excepting emergency situations.

- 10.4.12 Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment by the District.
- 10.4.13 The employee shall provide the Human Resources office with a statement from the attending medical advisor verifying the need for such disability leave prior to the requested leave date. An extension of such leave must be supported by a statement of need by the attending medical advisor. The employee shall return to work following a statement of release by said medical advisor.
- 10.4.14 An employee may convert unused sick leave to retirement credit in accordance with Government Code 20963 or its successor if the employee is filing a request for retirement.
- 10.4.15 Employees who exhaust all paid leave while on sick leave have rights as detailed in Education Code # 88195 or its successor. (See Appendix E.)
- 10.5 Use of Sick Leave During Illnesses of Specified Family Members: Employees may use their current and accrued sick leave to attend to an illness of an immediate family member as defined in section 10.1.5. Each calendar year the amount of such leave shall not exceed 50% of the annual sick leave (i.e. full time 12 month employee = 6 days; full time 10 month unit member = 5 days.) Such leave is in addition to that provided under Personal Necessity (10.7).
- 10.6 Substitute differential: When an employee is absent from his/her duties on account of illness or accident for a period of five months or less, whether or not the absence arises out of or in the course of employment of the employee, the amount deducted from the salary due him/her for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill his/her position during his/her absence.
- 10.7 Personal necessity: A maximum of seven days of absence earned for sick leave may be used per year by the employee, at his/her election, in cases of personal necessity on the following basis:
- 10.7.1 Death of immediate family member beyond that available on bereavement leave.
- 10.7.2 Accident involving the person or property of the employee or a member of his or her immediate family.
- 10.7.3 Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.

10.7.4 Subject to prior notification to and approval by the Vice President, Chief Human Resources/Equal Employment Officer, any matter of compelling personal concern to the employee which cannot lightly be disregarded, including birth of a child for male members.

In cases of personal necessity leave, the employee shall give his/her supervisor as much prior notice as is possible under the circumstance.

10.8 Industrial accident or illness leave: In addition to any other benefits that an employee may be entitled to under the Workers' Compensation laws of this state, permanent employees shall be entitled to the following benefits: A permanent employee suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a leave of not more than sixty working days in any one fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the illness or injury occurred.

10.8.1 Payment for wages lost on any day shall not, when added to an award granted the employee under the Workers' Compensation laws of this state, exceed the normal wage for the day.

10.8.2 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation, or other paid leave may then be used. If, however, an employee is still receiving temporary disability payments under the Workers' Compensation laws of this state at the end of the exhaustion of benefits under this section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave, which when added to the Workers' Compensation awards, provides for a day's pay at the regular rate of pay.

10.8.3 Any time an employee on industrial accident or illness leave is able to return to work, he/she shall be reinstated in his/her position without loss of pay or benefits.

10.8.4 Employees who exhaust all paid leave while on industrial accident or illness leave have rights as detailed in Education Code # 88192 or its successor. (See Appendix F.)

10.9 General leave: When no other leaves are available, a leave of absence may be granted to an employee on a paid or unpaid basis at any time upon any terms acceptable to the District and an employee. Employees' requests for educational leave shall receive serious consideration and a written response from the District.

- 10.10 Personal business leave: Each employee shall be entitled to two days of non-cumulative paid leave annually for purposes of conducting personal business, with prior approval of the immediate supervisor.
- 10.11 Family and medical leave: Employees who have one year of continuous service are entitled to up to twelve weeks of unpaid leave of absence in a one year period for
- a. Birth of the employee's child or placement of a child with the employee for adoption or for foster care;
  - b. To care for a parent, child, or spouse with a serious health condition, or;
  - c. For the employee's own serious health condition, including pregnancy and prenatal care.

Employees who receive District-paid health insurance will continue to receive it during periods of leave. Eligibility for leave and requirements for advance notification to the District when a leave is necessary are controlled by the provisions of federal and state law. In the event of conflict between the controlling statutes and/or the provisions of this Agreement, the provision which provides the greater benefit to the employee, shall prevail. The employee is required to use all accumulated paid leave available before unpaid leave begins, including medical leave if the leave is being requested due to the employee's own illness. If the employee fails to return from leave or fails to complete a period of employment following his/her return that is at least as long as the leave was, the District will require the employee to reimburse the District for the premiums that were paid.

- 10.12 Break in service: No absence under any paid leave provisions of this article shall be considered as a break in service for any employee who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence.
- 10.13 Catastrophic leave – The Catastrophic Leave Bank is designed to provide an extension of available sick leave for all employees receiving accrued sick leave.
- 10.13.1 Each employee may voluntarily participate in the District's Catastrophic Leave Bank. Only those who participate will be eligible to withdraw leave time from the bank.
  - 10.13.2 Those currently enrolled will have one month to enroll from the date the plan is approved by the Board of Trustees and will be active participants upon enrollment. New employees will decide upon employment, but will not be active participants until the completion of six months of employment. Thereafter, employees may enroll only during the open enrollment period February of each year.

- 10.13.3 To enroll, an employee must:
- a. Have a minimum of 8 days of accrued leave
  - b. Make an initial donation of three days of sick leave and an annual subsequent donation of a minimum of one day of sick leave.
- 10.13.4 To be removed from the list of participants, an employee must file a written request with Human Resources. Previously donated leave will remain in the Catastrophic Leave Bank.
- 10.13.5 Donated days shall comprise the Catastrophic Leave Bank. The Vice President, Chief Human Resources/Equal Employment Officer shall review the balance of the Leave Bank annually and advise the Board of Trustees as to whether the level of donations is sufficient. Recommendations by the Director may include, but not be limited to the following:
- a. Approve additional one-time donations from the participants.
  - b. Approve a one-time suspension of the required annual employee donation.
- 10.13.6 Participants are eligible to apply for catastrophic leave. Catastrophic illness or injury is a severe illness or injury which is expected to incapacitate the employee for an extended period of time and which creates a financial hardship because the employee has exhausted all of his/her accumulated paid leave time of any and all description. Note: An employee's job related illness or injury subject to worker's compensation coverage under any District-supported long- or short-term disability coverage, with the exception of the first thirty (30) day waiting period, shall not be eligible for this catastrophic leave provision.
- 10.13.7 An employee is eligible to use the Catastrophic Leave Bank when the following conditions are met:
- a. The employee requesting use of the leave is a participant of the bank.
  - b. The employee has submitted a written request that includes a physician's verification.
  - c. The employee will not receive payment for the time absent due to the illness or injury from either worker's compensation or short/long-term District-sponsored disability coverage.
  - d. The employee has exhausted all balances in all paid leave categories.
  - e. The employee has not withdrawn more than 20 days from the Catastrophic Leave Bank within the previous 12 months or more than 40 days during a lifetime.
  - f. There is sufficient leave in the bank.

- 10.13.8 The Vice President, Chief Human Resources/Equal Employment Officer will provide payroll with authorization to pay employees from accumulated Catastrophic Leave Bank.
- 10.13.9 The employee shall be considered to be in a paid status while drawing from the Catastrophic Leave Bank; however, any and all leave that would be earned by the employee during the period of support for the Catastrophic Leave Bank will be applied to the leave and will not carry forward.
- 10.14 Parental Involvement Leave: An employee who is the parent, legal guardian or custodial grandparent of one or more students in grades K through 12 enrolled in any school may take not more than forty (40) hours off work each school year to participate in activities at the child's school. No more than eight (8) hours of leave may be taken in any calendar month. The employee is responsible for giving the District reasonable advance notice of leave to be taken. The employee may utilize vacation, compensatory time off, personal necessity leave or personal business leave during the periods of absence, or the leave may be taken on an unpaid basis if paid leave is unavailable. If requested by the District, the employee shall provide documentary proof that the time off was spent at the child's school. If both parents of the child are District employees, the forty (40) hour and eight (8) hour leave limits identified above serve as the combined total available to both parents.

**ARTICLE XI**  
**REASSIGNMENTS AND TRANSFERS**

- 11.1 Whenever an existing position becomes vacant, the District may abolish the position, modify the position, reduce the hours of position, or combine the position with another position or positions, subject only to any District obligation to bargain the salary of a reclassified position.
- 11.2 The District reserves the right to use the vacant position to achieve attrition by use of reassignment. If the District makes such a determination, however, it shall proceed in accordance with this subsection.
- 11.2.1 The District will identify the equivalent position or positions that it desires to eliminate. The incumbent(s) in those positions and CSEA will be notified of the District's intention. Any other employees who would be involved in a multiple reassignment will also be notified.
- 11.2.2 The District will meet with each of the affected employee(s) to discuss reassignment and to assure the suitability of the new assignment. At the request of the employee(s), a CSEA observer will be present. If training is needed to properly prepare the employee for the new duties, the training will be identified and arrangements made.
- 11.2.3 The Vice President, Chief Human Resources/Equal Employment Officer will make the necessary reassignments and monitor any training that is arranged. If the District determines that a limited inside selection process is appropriate, the Vice President, Chief Human Resources/Equal Employment Officer will determine the scope of the applicant eligibility.
- 11.3 Posting Requirement: Subject to the provisions of 11.1, when a position becomes vacant through the dismissal, demotion, death, abandonment, promotion, resignation, transfer or retirement of an employee, or action by the District to create a new position, the vacancy shall be posted at all District worksites within ten (10) calendar days of establishment of the vacancy. The vacancy shall remain posted for not less than six (6) working days prior to being filled. The District may publicly advertise the vacancy concurrently with internal posting. This shall not restrict the District's ability to employ a substitute pending the filling of the vacancy, so long as the District actively seeks to fill the vacancy. One or more substitutes may temporarily be used to fill the position for a combined total not to exceed sixty (60) calendar days.
- 11.3.1 Posting Information: All vacancy postings shall include the class title of the position, the daily, weekly, and/or annual hours of employment, the assigned worksite, and the entry level pay rate assigned the position.
- 11.3.2 Application Requirement: Any employee may apply for the vacancy by submitting a written application to the Human Resources Office within the

posting period. An employee on leave of absence may have his/her application submitted by CSEA. The District shall give all employees serious consideration for transfer to vacant positions for which they apply in a timely fashion.

11.3.3 An employee selected as an interviewee for the vacancy shall be granted released time to participate in the interview, provided said interview is held on the employee's home campus.

11.4 In-Class Transfers and Cross-Class Transfers: All in-class and cross-class transfer requests are subject to provisions 11.1. and 11.2

11.5 Transfer review sequence: The review and determination regarding all in-class transfer(s) shall be completed prior to review and determination of any cross-class transfer request(s) submitted to the District.

11.6 Application Process: Any permanent employee interested in serving in a vacancy may apply for transfer to a vacant position in writing within six working days of the vacancy being posted internally by the District. All transfer applicants shall be subject to the following minimum requirements:

- a. Employee shall submit in writing to Human Resources an interest statement addressing job related reasons for approving the transfer.
- b. Employee has served a minimum of 2 years in his/her classification.
- c. Employee has not had an overall rating of "needs improvement" in the job performance evaluations filed in the previous two years of employment.

If two or more permanent employees serving in the same class in which the vacancy exists satisfy the above requirements, the employee with the earliest first date of paid service as a regular classified employee with the District shall receive the transfer.

11.6.1 Transfer Screening Committee: A Screening Committee shall be convened with the following representation: Immediate Supervisor, one other employee with knowledge of the position or indirect interest in the selection, and one additional appointment by the Human Resources and Equal Employment Officer/designee shall be made if greater diversity of the committee is necessary.

11.6.2 Transfer Screening Committee Duties: The committee must review all transfer requests within 15 working days from the position being posted by the District. The Transfer Screening Committee shall use a consensus model for approving a transfer request. Determination(s) regarding all in-class transfers shall be completed first. An interview may be utilized by the committee prior to making any determination. If the Screening Committee

cannot reach consensus, then the position shall be announced to the public at large, and the District's normal recruitment process shall proceed. The employee making a request for transfer shall receive an interview along with all applicants qualified for the interview.

- 11.7 Involuntary transfer: If no employee qualified for transfer under section 11.4 applies and is selected for transfer, the District shall have the right to hire from outside the District or implement an involuntary transfer. If all other pertinent factors are considered equal, the employee selected for involuntary transfer shall be the least senior among those employees possessing the requisite qualifications for the position. However, no employee may be involuntarily transferred to a work site that is more than 60 miles from his/her current work site. An employee who is to be involuntarily transferred shall be notified of the pending transfer not less than five workdays in advance of its effective date. CSEA shall be consulted concerning the District's selection for involuntary transfer prior to any announcement of the selection. A temporary involuntary transfer may be made without complying with the above pending final selection of the person to be hired or transferred to the position.
- 11.8 Medical transfers: The District may give alternate work, when the same is available, to an employee who has become medically unable to satisfactorily perform his/her regular job class duties. The alternate work assignment may constitute promotion, demotion, or lateral transfer to a related class, but it shall be accomplished only by mutual agreement with CSEA and with the employee's concurrence.
- 11.9 Expenses during temporary assignments: Any employee required to work at a different work site on temporary assignment shall be compensated for mileage, meals, and lodging expenses appropriate to the nature and duration of the assignment in accordance with District policy.
- 11.10 Unsuccessful Applicants: Upon written request from an unsuccessful employee applicant, the District will inform the employee why he/she did not receive the transfer.
- 11.11 Salary Placement upon Transfer: An employee receiving a promotional transfer shall be placed at the lowest step of the higher range which provides for an increase in salary. An employee receiving a lateral or demotional transfer shall be placed at the same salary step in the new range (if any), as placed at prior to the transfer. A transfer does not interrupt the employee's normal step progression.
- 11.12 Promotional Due Process: A permanent employee who receives a cross-class transfer, and who is required by the District to serve a probationary period in the new class, shall be afforded the due process rights of a permanent employee in

the event of disciplinary action. If the employee does not successfully complete the probationary period, he/she shall be restored to a position in the former class equal to the position from which transferred. This may involve the concurrent reversion of another employee who filed the vacancy created by the cross-class transfer.

- 11.13 Reassignments: Employees may from time-to-time be impacted by reorganizations of all or a part of the District's operations. When any reorganization results in the physical relocation (reassignment) of an employee's position, the employee shall move along with the position to the new worksite or work station, and shall suffer no reduction in hours of employment, wages or benefits as a result of the reorganization. A Disciplinary Reassignment, as defined in EC#88001(e), which deprives an employee of a classification or incident of classification in which he/she has permanence may be implemented only under District policy and relevant law.
- 11.13 Job Site Transfer: No employee shall be temporarily assigned to work in a work location other than the employee's normal worksite for a period in excess of three calendar months without the revocable written consent of the employee.
- 11.14 Swaps: Occasionally, two or more employees holding identical positions (same class, same annual hours of employment), at the same or different worksites decide they would like to permanently switch positions. Written employee requests for swaps are subject to the written approval of the District and CSEA.

**ARTICLE XII**  
**CLASSIFICATION AND RECLASSIFICATION OF POSITIONS**

12.1 Definitions:

12.1.1 **Allocation**: Assigning a specific rate of pay (salary range) to a newly created job class. Part of the classification process.

12.1.2 **Class**: A group of positions sufficiently similar in duties, responsibilities, working conditions, and required skills that they can be included in one class description, with the same class title, and be paid the same rate of pay (salary range).

12.1.3 **Classification**: The process of job analysis and documentation by which newly-created positions are defined and delineated in a formal class description, and allocated to a specific rate of pay (salary range). The classification system currently in use includes the following concepts:

12.1.3.1 **Broadband**: A structure that encompasses numerous occupational groups at a comparable organization level.

12.1.3.2 **Career Band**: An organizational format based on broadbands using competency or skill zones that relate to career/job development.

12.1.3.3 **Classification Allocation Factors**: The factors or criteria used to analyze individual positions and assign them to an appropriate class and skill level are: mental requirements, physical requirements, human relations, work environment, and accountability.

12.1.3.4 **Classification Method of Job Evaluation**: A job evaluation method which compares jobs on a whole job basis through a predefined set of definitions. Job content facts are compared to the definitions, producing a numerical value that becomes the basis for determining the salary grade (salary range) assigned to the class.

12.1.3.5 **Classification Review**: A process by which the District initiates a review of current class(es) which may effect one or more than one employee serving in that class. Analysis of current classes and external labor market institutions may be considered in this process.

12.1.3.6 **Job Ladder**: A progression of classes that require common skills, qualifications, and working conditions, often distinguished by years of service in the position, increased complexity of assignments and increased impact to the District's operation. (Numerical levels (examples:

Administrative Office Assistant I, II, and III) commonly identify components of a Job Ladder.

12.1.3.7 **Salary Grade:** A salary grade is a numerical value that represents a finite range on the salary schedule (salary range).

- 12.1.4 **Class Description:** That document, commonly called a job description, which defines and delineates the duties, responsibilities, required skills, training, and education applicable to incumbents in a class.
- 12.1.5 **Position:** A collection of tasks performed by one individual at one work station, which may be as narrow as a desk (example: Receptionist), or as broad as District-wide (example: Maintenance).
- 12.1.6 **Promotion:** A transfer in which an employee vacates a position in one class to assume a different position in a class with a higher rate of pay (salary range).
- 12.1.7 **Reallocation:** Assigning a different rate of pay (salary range) to an existing position or class of positions, either in conjunction with a reclassification, or as a result of a negotiated agreement between the District and CSEA.
- 12.1.8 **Reassignment:** The process of physically relocating an employee, along with his/her position, from one work station and/or work site to another, in response to a reorganization of all or a part of the District's operation.
- 12.1.9 **Reclassification:** The process of job analysis and documentation by which existing positions are re-defined and delineated in an amended class description, in response to changes over time in the duties, responsibilities, working conditions, and skills required of the incumbents. Reclassified positions may be reallocated to a higher or equal rate of pay (salary range) as justified by the degree of change.
- 12.1.10 **Swaps:** A situation where no vacancy exists, in which two or more employees holding equal positions agree to switch assignments.
- 12.1.11 **Transfer:** The process by which an employee vacates a position in order to assume a different position in the same, or a different class.
- 12.1.12 **Y-rate:** An agreement negotiated by the District and CSEA by which an employee who is placed in a class with a lower rate of pay (salary range), continues to receive the specific hourly/monthly rate of pay he/she received in the higher class until such time as the pay rate of the lower class exceeds that rate.

- 12.2 Placement of new Classification: The class description and salary placement of a new classification shall be negotiated between the District and CSEA.
- 12.3 Reclassification requests: During the month of January, employees may submit reclassification requests to the Human Resources office  
Eligibility for applying for reclassification - The eligibility requirements for reclassification shall be:
- a. The employee has served in the classification for at least two years.
  - b. The application materials were received in Human Resources by the specified deadline.
  - c. The applicant did not apply for the same reclassification in the previous year (unless a significant change in duties such as reorganization, new service offered by the department or assignment of duties of an abolished position has occurred since the previous request was submitted.)

During the month of February a reclassification committee will be convened to review the applications and make a recommendation to the President/Superintendent or designee. The committee will consist of two classified employees (appointed by the CSEA), two management employees (appointed by the President/Superintendent or designee), the Human Resources Technician, and the Vice President, Chief Human Resources/Equal Employment Officer (to serve as Chairperson of the Committee). The Committee shall issue its recommendation no later than May 1. The reclassification committee is charged with utilizing a job measurement system that will assess the reclassification applicant. If the Committee agrees that the employee is performing job duties at a higher classification than the employee is currently placed, there are several possible courses of action that could result:

- 12.3.1 An administrative recommendation may be made to the Board of Trustees to reclassify the position from one existing classification to another higher compensated existing classification. The cost of the upgrade would be included in the budgetary process with the effective date of the reclassification to be July 1 of that year.
- 12.3.2 An administrative directive to the supervisor of the employee and to the employee that the individual is to perform only those duties at their present classification, and not to perform those duties that would cause the job classification to change.
- 12.4 Incumbent rights: When a position or positions or an entire class of positions is reclassified to a higher class, the incumbents in the positions shall be entitled to serve in the new positions and shall be reallocated to the higher class.
- 12.5 Negotiable issues: The District retains the right to conduct a classification review. If the District wishes to modify any existing classification, CSEA has the

right to negotiate any proposed shifting of duties between classifications and also the salary grade of the amended classification.

**ARTICLE XIII**  
**GRIEVANCE PROCEDURE**

- 13.1 It is the intent of the parties to equitably resolve grievances at the lowest possible administrative level and to encourage as informal and confidential an atmosphere as is possible in the resolution of grievances.
- 13.2 Definitions:
- 13.2.1 **Grievance:** A grievance is defined as any complaint of an employee, employees, or CSEA involving the interpretation, application, or alleged violation of the specific terms of this Agreement.
- 13.2.2 **Day:** A day is any weekday, excluding weekends, when the District administrative offices are open for business.
- 13.2.3 **Grievant:** A grievant is CSEA or any employee, who believes that he/she has been adversely affected by an alleged violation, misinterpretation, or misapplication of the specific terms of this Agreement.
- 13.3 Procedure: Prior to filing a formal written grievance at Level One, the grievant shall meet with the immediate supervisor and attempt to resolve the problem informally. The grievance form is available in the Human Resources Office and from CSEA stewards. (Appendix G)
- 13.3.1 **Level One:** A grievant shall first submit a Level One grievance to the immediate supervisor within thirty days after the occurrence or the event creating the grievance. Failure to file the grievance within this time period shall be deemed a waiver of the grievance by the grievant. The immediate supervisor shall arrange for a prompt examination of the facts to reach a satisfactory adjustment. Every effort will be made at this level to effect an acceptable solution. If the grievance is not satisfactorily adjusted within five days from the submission of the grievance, the grievant may proceed to Level Two.
- 13.3.2 **Level Two:** To initiate a Level Two grievance or to appeal a decision at Level One, the grievant shall file a Level Two grievance with the Vice President, Chief Human Resources/Equal Employment Officer. A meeting shall take place within six days after the request is filed. At the meeting the facts shall be reviewed and every effort made to reach an acceptable solution. The Vice President, Chief Human Resources/Equal Employment Officer shall submit his/her response to the grievant or the Job Steward, if one is involved, within six days after the meeting.

At Level Two, the Vice President, Chief Human Resources/Equal Employment Officer may, for valid reasons, take an extension of time to

render a decision. Such reasons may include, but not be limited to, the number of grievances filed, illness, vacation, or business trips. The Vice President, Chief Human Resources/Equal Employment Officer shall notify the grievant or Job Steward of the extension and the reasons therefore.

- 13.3.3 **Level Three**: If the grievant is dissatisfied with the decision at Level Two, he/she may appeal the decision to CSEA for advisory arbitration of the grievance, (except as provided in 2.4.1) or to the Board of Trustees.

If the employee elects to appeal to the Board of Trustees rather than to CSEA, the decision of the Board of Trustees shall be the final decision of the District.

- a. Upon the receipt of an appeal for advisory arbitration from the grievant, CSEA shall decide whether to invoke advisory arbitration, and shall notify the grievant and the Level Two administrator in writing of the decision. In the event that CSEA declines to invoke advisory arbitration, the grievant may appeal the grievance to the Board of Trustees.

Within six days of a decision to invoke advisory arbitration, the District and CSEA shall jointly submit a request to the California State Mediation and Conciliation Service for a list of official arbitrators. Upon receipt of the list, if the District and CSEA do not agree upon one of the arbitrators, the District and CSEA shall alternately strike names from the list until the arbitrator is selected. The order of striking shall be determined by lot. The conduct of the arbitration shall be governed by the arbitrator. The arbitrator shall render an advisory decision and award on the grievance, which shall be served on the District and CSEA prior to being publicly introduced and read at the regular meeting of the Board next following receipt of the decision and award. The Board of Trustees shall take appropriate action on the advisory decision and award not later than at the regular meeting of the Board of Trustees next following that meeting at which the decision and award is introduced and read.

The costs of arbitration shall be borne equally by the District and CSEA, with the exception that any adjustment necessary due to the cancellation and rescheduling of a scheduled day of arbitration hearing shall be determined by the arbitrator.

- b. When the Level Three appeal is directed to the Board of Trustees, within thirty-two days of receipt of the appeal from the grievant, the Board shall conduct a hearing on the grievance. At the hearing, the grievant shall have a full opportunity to present facts relevant to his/her grievance.

The Board of Trustees shall issue a decision on the grievance not later than the regular meeting of the Board next following the hearing of the grievance.

- 13.4 General provisions: If at any level of the procedure, the grievant fails without good cause to request a meeting within a period of six days or if the grievant otherwise fails without good cause to meet a deadline or to comply with the procedure, the grievance shall be considered resolved.
- 13.4.1 Employee-processed grievances: An employee covered by this Agreement may present a grievance directly and have such grievance adjusted without intervention by CSEA as long as the adjustment is not inconsistent with the terms of this Agreement. Prior to any resolution of any such grievance, CSEA shall be provided a copy of the grievance and the proposed resolution for review. CSEA shall be given an opportunity to file a written response to the proposed resolution.
- 13.5 Grievance participants: The District shall make available in connection with a grievance procedure any District employees whose appearance is requested by the grievant or CSEA. Any employee required to appear in connection with this article shall suffer no loss of pay. Overtime pay shall not be paid for participating in a grievance. Should the District, in its opinion, have cause to believe that the grievant or CSEA is requesting an excessive number of employee participants, the District and the grievant or CSEA shall meet to resolve the District concerns and the parties shall agree upon the number of employee participants to be called on behalf of the grievant or CSEA.
- 13.6 Separate grievance file: All materials concerning an employee's grievance shall be kept in a file separate from the employee's personnel file.
- 13.7 Group grievances: If the grievance involves employees with different immediate supervisors, the grievance may be filed at Level Two.
- 13.8 Released time: The grievant shall be entitled to reasonable amounts of released time to prepare and write grievances during his/her regularly scheduled hours of work. Should the grievant request assistance from CSEA in the processing of the grievance, the CSEA Job Steward and not the grievant shall be granted reasonable amounts of released time for processing the grievance.
- 13.9 Authority: At the formal levels of this grievance procedure, Job Stewards shall have the authority to act on behalf of grievants with their prior written consent. CSEA shall keep the District currently informed of the identity and sphere of responsibility of Job Stewards.

**ARTICLE XIV**  
**MANAGEMENT RIGHTS**

- 14.1 It is agreed and understood that the District, through its Board, retains and reserves all the customary and usual rights, powers, functions, and authority that are conferred upon it by the laws and the Constitution of the State of California, and of the United States, including, but not necessarily limited to the right:

To the executive management, organizational, and administrative control of the District and its properties and facilities, and the activities of its employees.

To direct the work of its employees, determine the time and hours of operation of the District, determine the kinds and levels of services to be provided, and the methods and means of providing those services, including entering into lawfully permissible contracts with private vendors for services. Subject to the mandatory bargaining requirements of EERA.

Subject to the provisions of law, to hire all employees; to determine the qualifications of personnel to be hired; to assign, promote, and discipline employees.

To establish educational policies, goals, and objectives; to ensure the rights and educational opportunities of students; to determine staffing patterns and the numbers and kinds of personnel required in order to maintain the efficiency of District operations; and

To build, move, or modify facilities, establish budget procedures and determine budgetary allocation of items not within the scope of representation; determine the methods of raising revenue; and take any reasonably necessary action in the event of an emergency, which is defined as a situation or occurrence of a serious nature developing suddenly, unexpectedly, resulting in a relatively temporary change in circumstances and demanding immediate action.

The District, through its Board, retains the right to amend, modify, or rescind Board policies and/or administrative regulations as is necessary to effectuate the intention of this article, to the extent that such amendment, modification, or rescission is not inconsistent with the terms of this Agreement.

The exercise of the foregoing rights, powers, and authority by the Board; the adoption of policies, rules, regulations, and practices in furtherance thereof; and the use of judgment and discretion in connection therewith shall be limited only to the specified terms of this Agreement and law, and then only to the extent such terms are in conformance with the Constitution and laws of the State of California and the Constitution and laws of the United States.

- 14.2 Contracting out: The District agrees it will notify the CSEA Chapter President, or in the President's absence, the Vice President, in writing in the event the District is considering contracting out any bargaining unit work. CSEA will respond within five working days of receipt of notification from the District as to whether or not it desires to negotiate. When CSEA requests to bargain, the District will not contract the work until the bargaining obligation is satisfied. Once a demand to negotiate is issued, CSEA shall meet with the District within a reasonable period of time.

The District may contract out work without prior notification or bargaining due to an emergency situation as emergency is defined in Article XIV of this Agreement. Within five working days of contracting out work due to an emergency, the District will notify the CSEA Chapter President in writing that it has done so and state the facts upon which the District determined that an emergency existed.

The District may also contract out non-recurring work of a limited duration, not to exceed five days, upon the completion of which the service required or similar services will not be extended or needed on a continuing basis. However, if such work will reduce the salary or working hours to which an employee is entitled, or if such action will reduce the amount of work available to employees on a reemployment list, then the District shall give CSEA prior notice and an opportunity to bargain as provided in the first paragraph of 14.2. Prior to contracting out work as described in this paragraph, the District, in any event, shall notify the CSEA Chapter President in writing, describing the work and the reasons why the District considers it to be of a non-recurring nature.

- 14.3 Use of student employees: A student employee is an employee who has first responsibility as a student, and who holds a job by virtue of the federal work-study program, the District work-study program, and certain special projects such as E.O.P.S., D.S.S., and other specially funded work. Such student employees are not members of the bargaining unit.

The District retains the right to utilize such students in any position in the College limited only by the provisions of this Agreement:

14.3.1 General, unrestricted fund expenses for such employment will be limited to that contained in the 1990-91 budget, improved annually by the percentage increase for cost-of-living provided in the State apportionment formula. The 1990-91 base was predicated on current wage levels. Should those wage levels increase by virtue of an improvement in the minimum wage or other means, the base will be recalculated to reflect the improvement.

14.3.2 Use of student employees will not be increased in the following circumstances:

- a. In positions that have been eliminated by layoff or reduced in hours for a period of 39 months from the date of layoff;
- b. In positions that have been eliminated by attrition due to the acceptance by the incumbent of an economic incentive to resign or retire for a period of one year following the date of termination, unless the specific terms of such an agreement provides otherwise;
- c. In positions that have been eliminated by transfer of a bargaining unit member to another position (not attrition), reclassification, or demotion of a bargaining unit member for one year following the date of transfer, reclassification, or demotion.

14.3.3 If the District becomes eligible for additional federal work-study funds, and the increased level of funding requires additional District general fund match, the District and CSEA will meet to find a way to achieve the additional funding on behalf of students.

**ARTICLE XV**  
**LAYOFF AND REEMPLOYMENT**

- 15.1 Reason for layoff: Layoff shall occur only for lack of work or lack of funds. The District may at any time propose a reduction in hours or work year in lieu of layoff for any employee and CSEA shall respond to any such proposal with finality within thirty days of receiving the proposal.
- 15.2 Notice of layoff: The District shall notify in writing any employee(s) subject to layoff and CSEA of the proposed layoff not less than thirty calendar days prior to the effective date of the layoff. CSEA shall have the right to consult with the District during the thirty-day period to review the proposed layoff and determine that the manner and order of layoff and the exercise of bumping rights have been in accordance with the provisions of this article. Layoff notices shall specify the reason for layoff and shall identify by name and classification the employee(s) whose layoff is anticipated.
- 15.2.1 Notice of anticipated layoff: The District shall notify all possibly affected employees and CSEA of anticipated layoffs. CSEA shall endeavor to resolve seniority and bumping options with affected employees, and assist the employees in notifying the District of the employees' decisions, in advance of the issuance of final layoff notices. Any notice of anticipated layoff to affected employees shall be in writing and shall require each such employee to notify the District in writing, within ten days of receiving such notice, of his/her decision regarding exercise of bumping rights provided by this Agreement.
- 15.3 Order of layoff: Any layoff shall be effected within a class. The order of layoff shall be determined by seniority within that class plus higher classes within the District. Higher class means a class with the same or higher salary placement. An employee with the least seniority within the class plus higher classes shall be laid off first, either directly or effectively through the exercise of bumping rights by more senior employees. Seniority shall be based on the number of non-overtime hours an employee has been in paid status in the class plus higher classes, or seniority determined under Section 15.8, succeeding.
- 15.4 Bumping rights: An employee to be laid off from his/her position may elect to bump the most junior employee in the class who works the same number of non-overtime hours. If there is no such employee, bumping shall be to the position held by the most junior employee in the class who works fewer hours, but most nearly equal to those of the affected employee. If there is no such position, bumping shall be into a lower class where the employee has accrued seniority through prior service in the class, if any. Bumping in the lower class(es) shall follow the same progression established above for the class from which the employee is to be laid off.

Seniority in the lower class shall be determined by seniority in that class plus higher classes. The employee shall have the right to continue bumping into lower classes in which he/she has accrued seniority in order to avoid separation from employment. Employees who exercise bumping rights retain all of their reemployment rights to the class and hours from which originally laid off. Employees who are bumped by more senior employees shall be free to exercise their bumping rights in order of seniority.

Bumping may involve positions at different work locations. An employee shall not be obligated to bump if the bumping would result in assignment at a work location more than 60 miles from the employee's current work site. An employee who elects not to bump into a position at a work location more than 60 miles from his/her current work site shall not be considered to have waived an employment offer.

- 15.5 Vacant position: Any vacant position in a class shall be deemed to be the most junior employee in the class, and shall be bumped into without advertising the vacancy. However, an employee may not bump into a vacant position in the original class with a greater number of non-overtime hours, or into a vacant position in a lower class with a greater number of hours if it would result in an increase in wages considering the lower rate of pay.
- 15.6 Salary when bumping: An employee who bumps into a lower class shall continue to be compensated at the employee's last regular salary range and step he/she received prior to bumping until:
- a. Two calendar years have elapsed since he/she bumped into the lower position,
  - or
  - b. the monthly salary of the lower position exceeds the current monthly salary.

If at the end of the two-year period the salary of the lower position is still less than the Y-rated salary, the employee's salary shall drop to the lower position's salary. The employee's initial step placement shall be continued and step advancement in the lower class shall be the same as if the employee continued to serve in the class from which laid off.

- 15.7 Layoff in lieu of bumping: A laid off employee who elects separation from employment rather than exercise bumping rights retains all reemployment rights.
- 15.8 Equal seniority: If two or more employees subject to layoff possess equal class seniority, precedence shall be determined by the earliest first date of paid service as a regular classified employee with the District. If hire date seniority is equal, precedence shall be determined by lot.

- 15.9 Reemployment rights: Laid off employees are eligible for reemployment in the class and to the hours from which laid off for a period of thirty-nine months, and shall be reemployed in the reverse order of layoff. Their reemployment shall take precedence over any other type of employment. Acceptance, refusal to accept, or failure to accept a reemployment offer to a position with lower class status or shorter hours than that from which laid off or more than 60 miles from his/her current work site shall not diminish an employee's reemployment rights. Refusal or failure to accept a reemployment offer to a position of the same class status and equal or greater hours than that from which laid off and which is 60 miles or less from his/her current work site shall constitute a forfeiture of the employee's reemployment rights. Laid off employees shall have the right to apply for other positions within the District as if they were in active status. Any right to promotional or transfer precedence granted active employees by this Agreement shall be extended in like manner to laid off employees on reemployment lists. Employees who elect voluntary demotions or voluntary reductions in regular, non-overtime hours of employment as layoff in lieu of separation from employment shall, at the employee's option, be returned to positions in their former classes and to positions with increased hours as positions become available, and with no time limit, except that they shall be ranked on a reemployment list in accordance with their seniority.
- 15.10 Employment of laid off employees: Employees in laid off status shall preferentially be offered any substitute or short-term positions created by the District for which they would be qualified by virtue of their pre-layoff class work, which occur during their term on an active reemployment list. If more than one such qualified employee is in laid off status, the most senior shall first be offered the substitute or short-term position, and progressively so in decreasing order of seniority. A laid off permanent employee accepting substitute or short-term employment shall not receive fringe benefits, but shall be compensated at the employee's last regular salary range and step.
- 15.11 Retirement in lieu of layoff: Any eligible employee may elect to accept a service retirement in lieu of layoff, voluntary demotion, or reduction in assigned time. Such employee shall, not less than ten days prior to the effective date of the proposed layoff, provide written notification to the District to this effect. The District shall assist the employee in effecting retirement through the Public Employees' Retirement System. The employee shall then be placed on a thirty-nine month reemployment list as would any laid off employee. However, the employee's eligibility for reemployment shall be governed by the applicable statutes within the Government Code, and the regulations of the Public Employees' Retirement System. The District agrees that when an eligible retiree responds positively and in a timely fashion under Section 15.13 to an offer of reemployment, the retiree shall be granted the time necessary for terminating retired status and returning to active service. An eligible retiree who declines to accept an offer of reemployment to a position equal in class and hours to that from which retired shall be removed from the reemployment list and thereafter be

considered permanently retired. Any election to accept service retirement after being placed on a reemployment list shall be considered retirement in lieu of layoff under this section.

15.12 Seniority roster: The District agrees to establish a seniority roster for all affected classes prior to any layoff. CSEA shall be entitled to receive a copy of said roster each time layoffs are to occur.

15.13 Reemployment notice: Whenever a reemployment list is in effect for a class, the District shall be responsible for providing written notification of appropriate openings to employees on said list by placing said notice in the U.S. mail, postage prepaid, to the last known address of the employee. CSEA shall concurrently be provided a copy of each notice.

15.14 Employee response: Employees on reemployment lists who desire to return to active status with the District shall be responsible for notifying the District in writing to this effect within fifteen days after a notice of appropriate opening is mailed to the employee. An employee accepting reemployment shall report to work not later than thirty days after the date of intended reemployment as announced by the District, unless such date be forty-five days or more after the date the District mails the notice of opening to the employee. In the latter event, the employee shall report to work on the date of intended reemployment.

If a laid off employee is sent notice of a vacancy in a new position or an existing position in a class other than the class from which the employee was laid off and he/she fails to respond to the District either affirmatively or negatively as to his/her interest in applying for the position within fifteen days after notice of such position is mailed to the employee's last address of record with the college, the District shall not thereafter be required to notify the employee of vacancies in any class other than the class from which the employee was laid off.

15.15 Insurance benefits during layoff: An employee who is to be separated from employment through layoff and who has served not less than five full academic/calendar years of service with the District shall continue to be enrolled in, and shall continue to receive District contributions for, health and welfare insurance benefits provided by this Agreement for a period of two calendar months following the month of separation from employment. This benefit shall be extended to three months for an employee with not less than seven years service.

15.16 Combined classes: Employees serving in a combined class, the component classes of which include the same duties as do two or more other classes, shall accrue seniority in the two component classes at a ratio of 50/50 unless otherwise agreed by the parties prior to the final notice of layoff being given.

- 15.17 Severance compensation: An employee who is to be fully separated from employment through layoff shall receive severance compensation from the District in the amount of one calendar month's wages (21.66 work days) for each 10 years of employment with the District. This compensation shall be provided to the employee on the last workday preceding layoff or as soon thereafter as administratively possible.
- 15.18 Final paycheck: Any employee being laid off shall be paid in full at the end of his/her shift on the last day of his/her employment.

**ARTICLE XVI**  
**DISCIPLINARY ACTION**

- 16.1 Exclusive procedure: Discipline may be imposed upon permanent employees only in accordance with the procedures of this Article and applicable law.
- 16.2 General provisions: Discipline may be imposed upon employees only for just cause, in accordance with the specific grounds for discipline contained in this Article, and applicable statutes. Disciplinary action includes any action that deprives an employee of any classification or incident of classification and includes dismissal, demotion, suspension, reduction in class or pay grade, or reassignment without the employee's written voluntary consent. Excluded from this definition are District organizational reassignments which do not negatively affect an employee's status.

Letters of reprimand are not considered to be discipline

It is the intent of the parties that discipline be applied progressively, to afford employees the opportunity to correct deficient work practices or conduct. Toward that end, documentation of these practices or conduct is usually a necessary preliminary to disciplinary action. However, this requirement does not restrict the District from imposing discipline for single serious violations without previous documentation.

No charges shall be drawn, and no discipline imposed, for causes alleged to have occurred before the employee became permanent, or more than two (2) years preceding the date of the disciplinary notice.

An employee shall have the right to representation of his/her choice at all stages of a disciplinary proceeding, including pre-disciplinary interviews and investigations and any informal conferences that occur.

The allegations, contents and outcomes of disciplinary actions are not grievable. However, alleged procedural violations which could not reasonably have been known prior to and/or occur at the hearing level are subject to processing through the grievance procedure of this agreement.

- 16.3 Disciplinary procedure: When the District determines that sufficient cause exists for disciplinary action to be taken against an employee, the District shall serve formal written notice to that effect upon the employee. This notice shall be presented to the employee by personal delivery, or by being placed in the U.S. Mail, postage prepaid, addressed to the employee's most recent address of record.

The notice of proposed disciplinary action shall state the specific charges against the employee, citing the names, dates, times, locations and circumstances of

alleged acts or omissions upon which recommended discipline is based. If it is alleged the employee has committed any of the grounds for discipline contained in this Article, the grounds shall be set forth in the notice.

Included with the notice shall be a paper, the signing and return of which by the employee shall constitute a denial of all charges and a demand for a hearing on the charges. The employee shall have not less than five (5) working days from receipt of the notice in which to return the paper to the District.

The employee shall be afforded an informal (Skelly) conference on the charges with administrator(s) who have the authority to amend or withdraw the charges, whether or not the employee demands a formal hearing on the charges. The purpose of this meeting is to answer any questions that might exist and to afford the employee an opportunity to explain matters from his/her perspective, if the employee desires to do so. It is appropriate for the charges to be amended or withdrawn following this conference, if justified by the information exchanged at the conference. This conference also affords the opportunity for a negotiated settlement of the charges if the District and the employee are able to reach such an agreement.

If the employee demands a hearing on the charges, the District shall obtain the services of a hearing officer from the Office of Administrative Hearings or from the Board of Trustees to conduct the hearing. The hearing shall be held at the convenience of the hearing officer. The technical rules of evidence shall not apply. The hearing shall be closed to the public unless the employee requests that hearing be open to the public.

The employee shall have the right to present evidence, witnesses and testimony on his/her behalf at the hearing, and the right to cross-examine District witnesses. The burden of proof remains with the District, and the standard to be met is preponderance of the evidence.

The hearing officer shall issue a written proposed decision following conclusion of the hearing, which shall be provided to the District and the employee. In this decision the hearing officer shall issue a proposed ruling on each charge and specification individually, and on the charges as a whole. The decision shall contain a recommendation for discipline, if any, as found appropriate by the hearing officer. The hearing officer's decision may sustain or reject the charges in whole or in part.

The Board of Trustees shall act upon the hearing officer's recommendations at the first regular or special meeting of the Board following receipt of the decision for which the matter can be placed on the agenda. If the Board imposes discipline on the employee, the effective dates of discipline shall be indicated. If the charges are not sustained, the employee shall be reinstated to his/her

position without prejudice, and the disciplinary charges and documentation shall be removed from the employee's personnel file.

- 16.4 Emergency suspension: CSEA and the District recognize that emergency situations can arise involving the health and safety of students, staff and the public, and the security of District property. If an employee's continued presence on District property would lead to a clear and present danger to the lives, safety or health of students, employees or the public, or a serious risk to the security of District property, the District may immediately suspend an employee with pay. During the first day of any such suspension, the District shall provide the employee with written notice of the cause for the suspension. If the suspension involves disciplinary potential, the District shall promptly provide the suspended employee with the required notice and written charges. No suspension without pay may occur for any employee except as a result of the formal hearing process contained herein, or if an employee does not deny charges and demand a hearing in a timely fashion.
- 16.5 Disciplinary settlement: A proposed disciplinary action may be settled at any time following service of the required notice on an employee, on any terms acceptable to the District and the employee. The terms of all such settlements shall be reduced to writing. An employee offered a disciplinary settlement by the District shall be granted a maximum of five calendar days to have the matter reviewed by a chosen representative before making a decision. Once signed and executed, a settlement becomes a permanent part of the employee's personnel file.
- 16.6 Grounds for disciplinary action: In addition to matters otherwise chargeable under statute, discipline may be imposed for, but not limited to, the following reasons:
- Incompetence or inefficiency in the performance of assigned duties.
  - Insubordination, including but not limited to refusal to perform assigned work.
  - Discourteous, offensive or abusive language or conduct toward other employees, students or the public.
  - Dishonesty.
  - Possession or consumption of alcoholic beverages on school property, or reporting to work while under the influence of alcohol.
  - Possession or use of controlled substances on school property without a prescription, or reporting to work while under the influence of controlled substances.
  - Repeated unexcused absences or tardiness.

Abuse of leave privileges.

Absence without notification.

Falsifying any information supplied to the District, including information on applications, employment records, or any other District records.

Physical or mental inability to perform assigned duties.

Refusal to take a medical examination required by the District.

Offering anything of value, or offering any service in exchange for special treatment in connection with the employee's job, or the acceptance of anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.

Conviction of a sex offense as defined in Education Code Section 44010.

Persistent violation or refusal to comply with safety rules established by the District, or by any government agency with jurisdiction.

Abandonment of position, requiring a minimum of three consecutive days of non-appearance for work without notification.

Failure to maintain any formal licensing or certification required for the employee's position.

Intentional or negligent abuse, misuse or damage to District property.

Exhibition of violent or physically threatening behavior toward other employees, students or the public.

**ARTICLE XVII**  
**SEVERABILITY**

- 17.1 Savings clause: If during the life of this Agreement there exists any applicable statute; any applicable rule, or regulation; any order issued by governmental authority other than the District or final decision of PERB or state court other than at trial level, which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect thereunder so long as such law, rule, regulation, order, or decision shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions, which shall continue in full force and effect.
- 17.2 Replacement for severed provision: In the event of suspension or invalidation of any Article or Section of this Agreement, the parties agree to meet and negotiate within thirty days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

**ARTICLE XVIII**  
**COMPLETION OF MEET AND NEGOTIATION**

- 18.1 Any individual contract between the Board and an individual employee within the representational unit of this agreement heretofore executed shall be subject to and made subject to and consistent with the terms of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- 18.2 This Agreement shall supersede any rules, regulations, or practices of the Board that are contrary to or inconsistent with its terms. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the Board.
- 18.3 During the term of this Agreement, both parties waive and relinquish the right to meet and negotiate and agree that neither shall be obligated to meet and negotiate respecting any subject or matter whether referred to or covered in this Agreement or not, even though such subjects or matters may not have been within the knowledge or contemplation of either or both the District or CSEA at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters may have been proposed and later withdrawn.
- 18.4 This Agreement shall constitute the full and complete commitment between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- 18.5 The parties recognize that District compliance with the reasonable accommodation requirements of the Americans with Disabilities Act may from time to time conflict with the provisions of this Agreement. The parties agree that any accommodation(s) proposed by the District which impacts the provisions of this Agreement are mandatory subjects of bargaining. The parties agree to promptly meet and negotiate on these issues on a case-by-case basis, with the goal of achieving the necessary accommodation(s) while at the same time preserving the integrity of this Agreement. Agreed-upon accommodations necessary to address individual needs shall not be deemed precedent setting for future cases, nor shall they be cited as past practices in the grievance/arbitration process. The confidentiality of all requests for accommodation will be protected by all the parties.

**ARTICLE XIX**  
**DURATION**

- 19.1 This Agreement shall be effective July 1, 2006 and shall continue in full force and effect through June 30, 2009.

**Approved by Board of Trustees – July 11, 2006**

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Kathleen E. Crabill, President/Superintendent

**Ratified by California School Employees Association,  
College of the Redwoods Chapter 509,  
June 19, 2006**

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Tom Cossey, CSEA President

**APPENDIX A**  
**ACKNOWLEDGEMENT**

The District hereby acknowledges CSEA as the exclusive bargaining representative for all classified employees holding those positions as described in this Appendix A.

**CLASSIFIED JOB CLASSIFICATIONS**

<b>By Salary Grade</b>		<b>By Position Title (Alpha)</b>	
Reprographics Technician	107	Academic Advisor, Special Programs	116
Library Clerk	108	Account Clerk I	111
Nutrition Associate	108	Account Clerk II	113
Administrative Office Assistant I	109	Account Clerk III - Accounts Payable	115
Admissions Assistant I	109	Account Clerk III - General Ledger	115
Financial Aid Specialist I	109	Account Clerk IV - General Ledger	117
Administrative Office Assistant II	110	Administrative Office Assistant I	109
Athletic Equipment Assistant	110	Administrative Office Assistant II	110
Bookstore Assistant I	110	Administrative Office Assistant III	113
Custodian I	110	Administrative Office Coordinator	119
Disabled Student Services Assistant	110	Administrative Secretary I	112
ECE Assistant	110	Administrative Secretary II	115
Library Assistant	110	Admissions Assistant I	109
Mobility Assistant	110	Admissions Assistant II	112
Shipping & Receiving Clerk	110	Admissions Assistant III	114
Account Clerk I	111	Applications Analyst	122
Human Resources Assistant	111	Applications Analyst, Sr.	124
Payroll Clerk I	111	Athletic Equipment Assistant	110
Student Services Specialist I	111	Bookstore Assistant I	110
Administrative Secretary I	112	Bookstore Assistant II	112
Admissions Assistant II	112	Career Center Specialist	115
Bookstore Assistant II	112	Communications Technology Specialist I	117
Custodian II	112	Communications Technology Specialist II	120
Financial Aid Specialist II	112	Counseling Assistant I	114
Gardener I	112	Counseling Assistant II	116
Instructional Support Specialist I	112	Counseling Assistant III	118
Library Technician	112	Custodian I	110
Public Safety Officer	112	Custodian II	112
Storekeeper	112	Disabled Students Program Specialist	118
Warehouse/Mailroom Clerk	112	Disabled Student Services Assistant	110
Account Clerk II	113	ECE Assistant	110
Administrative Office Assistant III	113	ECE Associate	113
ECE Associate	113	ECE Specialist	116
Graphics Assistant	113	Electronics Systems Specialist I	117
Student Services Specialist II	113	Electronics Systems Specialist II	120
Instructional Support Specialist II	114	Financial Aid Outreach Specialist	116
Admissions Assistant III	114	Financial Aid Processing Specialist	116
Counseling Assistant I	114	Financial Aid Specialist I	109
Instructional Support Specialist II - DSP&S	114	Financial Aid Specialist II	112
Instructional Support Specialist II - Learning Ctr.	114	Financial Aid Specialist III	116
Locksmith Warehouse	114	Gardener I	112

Maintenance Specialist I	114	Gardener II	115
Press Operator	114	Graphic Artist	115
Retirement Specialist	114	Graphics Assistant	113
Account Clerk III - Accounts Payable	115	Human Resources Assistant	111
Account Clerk III - General Ledger	115	Instructional Support Specialist I	112
Administrative Secretary II	115	Instructional Support Specialist II	114
Career Center Specialist	115	Instructional Support Specialist II - DSP&S	114
Gardener II	115	Instructional Support Specialist II - Learning Ctr.	114
Graphic Artist	115	Instructional Support Specialist III	116
Lead Cashier	115	Instructional Support Specialist III - DSP&S	116
		Instructional Support Specialist III - Industrial Arts	116
Research and Publications Specialist	115	Instructional Support Specialist III - Lab Tech	116
Student Services Specialist III	115	Instructional Support Specialist III - Learning Ctr.	116
Student Services Specialist III - Admissions	115	Lead Cashier	115
Systems Operator I	115	Library Assistant	110
Transcript Evaluator	115	Library Clerk	108
Academic Advisor, Special Programs	116	Library Technician	112
Counseling Assistant II	116	Locksmith Warehouse	114
ECE Specialist	116	Maintenance Specialist I	114
Financial Aid Outreach Specialist	116	Maintenance Specialist II	116
Financial Aid Processing Specialist	116	Maintenance Specialist II - Painter	116
Financial Aid Specialist III	116	Maintenance Specialist III - HD Mechanic	119
Instructional Support Specialist III	116	Maintenance Specialist III - Master Carpenter	119
Instructional Support Specialist III - DSP&S	116		
Instructional Support Specialist III - Industrial Arts	116	Maintenance Specialist III - Waste Water	119
Instructional Support Specialist III - Lab Tech	116	Maintenance Specialist III - Mech. Syst.	119
Instructional Support Specialist III - Learning Ctr.	116	Maintenance Specialist III - Plumber	119
Maintenance Specialist II	116	Maintenance Specialist IV - Electrician	120
Maintenance Specialist II - Painter	116	Mobility Assistant	110
Payroll Technician	116	Network Administrator	125
Student Services Specialist IV	116	Nutrition Associate	108
Account Clerk IV - General Ledger	117	Payroll Clerk I	111
Communications Technology Specialist I	117	Payroll Technician	116
Electronics Systems Specialist I	117	Press Operator	114
Technology Specialist I	117	Public Safety Officer	112
Counseling Assistant III	118	Purchasing Specialist	120
Disabled Students Program Specialist	118	Reprographics Technician	107
Systems Operator II	118	Research Analyst	122
Administrative Office Coordinator	119	Research and Publications Specialist	115
Maintenance Specialist III - HD Mechanic	119	Retirement Specialist	114
Maintenance Specialist III - Master Carpenter	119	Shipping & Receiving Clerk	110
Maintenance Specialist III - Waste Water	119	Storekeeper	112
Maintenance Specialist III - Mech. Syst.	119	Student Services Specialist I	111
Maintenance Specialist III - Plumber	119	Student Services Specialist II	113
Communications Technology Specialist II	120	Student Services Specialist III	115
Electronics Systems Specialist II	120	Student Services Specialist III - Admissions	115
Maintenance Specialist IV - Electrician	120	Student Services Specialist IV	116

Purchasing Specialist	120	Systems Operator I	115
Technology Specialist II	120	Systems Operator II	118
Website Developer	121	Technology Specialist I	117
Applications Analyst	122	Technology Specialist II	120
Research Analyst	122	Transcript Evaluator	115
Applications Analyst, Sr.	124	Warehouse/Mailroom Clerk	112
Network Administrator	125	Website Developer	121

**Not Available Online**

**Not Available Online**

**APPENDIX C**  
**CSEA DUES AND SERVICE FEE SCHEDULE**

CSEA dues/service fees are payable at the rate of 1.5% of the first \$2,450 of monthly gross salary (exclusive of overtime) for all members, but with a maximum dues "cap" of \$367.50/year.

Chapter dues are an additional \$2.50 per month for a maximum of ten months per year.

**APPENDIX D  
HOLIDAY SCHEDULE**

	2006	2007	2008	2009
New Years Day		Jan 1 (Mon)	Jan 1 (Tues)	Jan 1 (Thurs)
Martin Luther King, Jr. Day		Jan 15 (Mon)	Jan 21 (Mon)	Jan 19 (Mon)
Lincoln's Day Alternate		Dec 29, 2006 (Fri)	Dec 28, 2007 (Fri)	Dec 26, 2008 (Fri)
President's Day		Feb 19 (Mon)	Feb 18 (Mon)	Feb 16 (Mon)
Memorial Day		May 28 (Mon)	May 26 (Mon)	May 25 (Mon)
Independence Day	July 4 (Tues)	July 4 (Wed)	July 4 (Fri)	July 3 (Fri)
Labor Day	Sept 4 (Mon)	Sept 3 (Mon)	Sept 1 (Mon)	Sept 7 (Mon)
Veteran's Day	Nov 10 (Fri)	Nov 12 (Mon)	Nov 11 (Tues)	Nov 11 (Wed)
Thanksgiving Day	Nov 23 (Thur)	Nov 22 (Thur)	Nov 27 (Thur)	Nov 26 (Thur)
Day after Thanksgiving	Nov 24 (Fri)	Nov 23 (Fri)	Nov 28 (Fri)	Nov 27 (Fri)
Winter Closure Holiday	Dec 27 (Wed)	Dec 26 (Wed)	Dec 22 (Mon)	Dec 22 (Tue)
Admissions Day or Alternate	Dec 28 (Thurs)	Dec 27 (Thurs)	Dec 23 (Tues)	Dec 23 (Wed)
Day before Christmas	Dec 26 (Tues)	Dec 24 (Mon)	Dec 24 (Wed)	Dec 24 (Thur)
Christmas Day	Dec 25 (Mon)	Dec 25 (Tues)	Dec 25 (Thur)	Dec 25 (Fri)

**APPENDIX E**  
**CALIFORNIA EDUCATION CODE**

88195. A permanent employee of the classified service who has exhausted all entitlement to sick leave, vacation, compensatory overtime, or other available paid leave and who is absent because of non-industrial accident or illness may be granted additional leave, paid or unpaid, not to exceed six months. The board may renew the leave of absence, paid or unpaid, for two additional six-month periods or lesser leave periods that it may provide but not to exceed a total of 18 months.

An employee, upon ability to resume the duties of a position within the class to which he or she was assigned, may do so at any time during the leaves of absence granted under this section and time lost shall not be considered a break in service. The employee shall be restored to a position within the class to which he or she was assigned and, if at all possible, to his or her position with all the rights, benefits and burdens of a permanent employee.

If, at the conclusion of all leaves of absence, paid or unpaid, the employee is still unable to assume the duties of his or her position, the employee shall be placed on a reemployment list for a period of 39 months.

At any time during the prescribed 39 months that the employee is able to assume the duties of his or her position, the employee shall be reemployed in the first vacancy in the classification of his or her previous assignment. The employee's reemployment shall take preference over all other applicants except for those laid off for lack of work or funds under Section 88117 in which case the employee shall be ranked according to his or her proper seniority. Upon resumption of the employee's duties, the break in service will be disregarded and the employee shall be fully restored as a permanent employee.

This section shall apply to districts that have adopted the merit system in the same manner and effect as if it were a part of Article 3 (commencing with Section 88060).

## **CALIFORNIA EDUCATION CODE**

88192... When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of the person's position, the person, if not placed in another position, shall be placed on a reemployment list for a period of 39 months. When available, during the 39-month period, the person shall be employed in a vacant position in the class of the person's previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case the person shall be listed in accordance with appropriate seniority regulations...

**APPENDIX G  
GRIEVANCE FORM**

-All portions of this section must be completed by the grievant -

Grievant's Name _____	Classification _____	Worksite _____
Statement of Grievance _____		
_____		
_____		
_____		
_____		
_____		
_____		
Date of Alleged Grievance _____ Specific Contract Provision(s) Alleged to have been Violated		
_____		
Remedy Sought _____		
_____		
_____		
Grievant's Signature _____ Date _____		

**IMMEDIATE SUPERVISOR'S RESPONSE TO GRIEVANCE**

To Grievant _____
Your Grievance is ___ Approved ___ Denied
Immediate Supervisor's Reasoning _____
_____
_____
_____
Recommendations for Avoidance of Future Problems _____
_____

\_\_\_\_\_  
\_\_\_\_\_  
Immediate Supervisor's Signature \_\_\_\_\_ Date \_\_\_\_\_

**- Attach additional pages if needed -**

**APPEAL TO VICE PRESIDENT, CHIEF HUMAN RESOURCES/EQUAL EMPLOYMENT OFFICER**

I appeal my supervisor's response to my grievance for the following reasons: \_\_\_\_\_

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

Grievant's Signature \_\_\_\_\_ Date \_\_\_\_\_

**3.8. VICE PRESIDENT, CHIEF HUMAN RESOURCES/EQUAL EMPLOYMENT OFFICER RESPONSE TO GRIEVANCE**

To Grievant \_\_\_\_\_

Your Grievance is \_\_\_ Approved \_\_\_ Denied

Director's Reasoning \_\_\_\_\_

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

Director's Signature \_\_\_\_\_ Date \_\_\_\_\_

**APPEAL TO CSEA FOR ARBITRATION OF GRIEVANCE**

I request that CSEA submit my grievance to arbitration for the following reasons: \_\_\_\_\_

\_\_\_\_\_

Grievant's Signature _____ Date _____

<b>CSEA'S DECISION ON ARBITRATION</b>
To Grievant _____ and Vice President, Chief Human Resources/Equal Employment Officer. CSEA has decided to:
___ submit ___ not submit this grievance to arbitration. Our reasoning is _____
CSEA Chapter President's Signature _____ Date _____

## **APPENDIX H** **SAFETY**

**District Responsibility:** The District and CSEA agree that compliance with health, safety and sanitation laws and regulations is a District responsibility. The parties' intent is to work cooperatively toward meeting that responsibility.

**Safe Employment:** The District will not require employees to perform unsafe acts, use unsafe equipment, or perform their duties in an unsafe environment.

**Safety Notice:** Employees are responsible for submitting written notice of perceived unhealthy, unsafe and/or unsanitary conditions to their immediate supervisors as soon as the problem becomes apparent. The notice must identify the unsafe condition and the employee's recommendation for correction, if the employee has one to recommend.

**Response to Safety Notice:** The immediate supervisor will provide a written response, including the remedial action taken or recommended (if any), within forty-eight (48) hours of receiving the complaint.

**Disputes:** In the event there is a dispute as to the existence of an unhealthy, unsafe and/or unsanitary condition, or if the employee believes the immediate supervisor's response is inadequate, the employee may request in writing that the District Safety Committee meet immediately to adjudicate the dispute. The request shall be submitted to the Vice President, Chief Human Resources Officer/EEO and the CSEA Chapter President.

**Safety Committee:** The safety committee shall be composed of two members appointed by the District and two members appointed by CSEA. The safety committee shall investigate safety complaints within forty-eight (48) hours of receipt, and shall respond to the employee in writing within an additional twenty-four (24) hours following completion of the investigation. The safety committee is authorized to seek professional advice as needed. Activities of the safety committee shall be compensable hours for committee members appointed by CSEA.