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PREAMBLE

This is an agreement made and entered into the 6th day of December 2005, between the San Bernardino Community College District, hereinafter referred to as DISTRICT, and California School Employees Association and its San Bernardino Community College District Chapter #291, hereinafter referred to as ASSOCIATION. Reference to the PARTIES shall include both the DISTRICT and the ASSOCIATION.

Unless specifically addressed in this Agreement all provisions of the current collective bargaining agreement shall remain in full force and effect.

ARTICLE 1: RECOGNITION

- 1.1 The DISTRICT recognizes the ASSOCIATION as the exclusive representative for all classified employees except those positions identified in Appendix A.
- 1.2 Personal services contracting for all services currently or customarily performed by classified school employees to achieve cost savings is permissible, unless otherwise prohibited, when all the following conditions are met:
 - 1.2.1 The governing board or contracting agency clearly demonstrates that the proposed contract will result in actual overall cost savings to the DISTRICT provided that:
 - a. In comparing costs, there shall be included the DISTRICT'S additional cost of providing the same service as proposed by a contractor. These additional costs shall include the salaries and benefits of additional staff that would be needed and the cost of additional space, equipment, and materials needed to perform the function.
 - b. In comparing costs, there shall not be included the DISTRICT'S indirect overhead costs unless these costs can be attributed solely to the function in question and would not exist if that function was not performed by the DISTRICT. Indirect overhead costs shall mean the pro rata share of existing administrative salaries and benefits, rent, equipment costs, utilities and materials.
 - c. In comparing costs, there shall be included in the cost of a contractor providing a service any continuing DISTRICT costs that would be directly associated with the contracted function. These continuing DISTRICT costs shall include, but not be limited to, those for inspection, supervision, and monitoring.
 - 1.2.2. Proposals to contract out work shall not be approved solely on the basis that savings will result from lower contractor pay rates or benefits. Proposals to contract out work shall be eligible for approval if the contractor's wages are at the industry's level and do not undercut DISTRICT pay rates.
 - 1.2.3. The contract does not cause the displacement of DISTRICT employees. The term "displacement" includes layoff, demotion, involuntary transfer to a new classification, involuntary transfer to a new location requiring a change of residence, and time base reductions. Displacement does not include changes in shifts or days off, nor does it include reassignment to other positions within the same classification and general location or employment with the contractor, so long as wages and benefits are comparable to those paid by the school DISTRICT.
 - 1.2.4 The savings shall be large enough to ensure that they will not be eliminated by private sector and DISTRICT cost fluctuations that could normally be expected during the contracting period.

- 1.2.5 The amount of savings clearly justifies the size and duration of the contracting agreement.
- 1.2.6 The contract is awarded through a publicized, competitive bidding process.
- 1.2.7 The contract includes specific provisions pertaining to the qualifications of the staff that will perform the work under the contract, as well as assurance that the contractor's hiring practices meet applicable nondiscrimination standards.
- 1.2.8 The potential for future economic risk to the DISTRICT from potential contractor rate increases is minimal.
- 1.2.9 The contract is with a firm. A "firm" means a corporation, limited liability corporation, partnership, nonprofit organization, or sole proprietorship.
- 1.2.10 The potential economic advantage of contracting is not outweighed by the public's interest in having a particular function performed directly by the DISTRICT.

A. Notwithstanding any other provision of this CHAPTER, personal services contracting shall also be permissible when any of the following conditions can be met:

1. The contract is for new DISTRICT functions and the Legislature has specifically mandated or authorized the performance of the work by independent contractors.
2. The services contracted are not available within DISTRICT, cannot be performed satisfactorily by DISTRICT employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the DISTRICT.
3. The services are incidental to a contract for the purchase or lease of real or personal property. Contracts under this criterion, known as "service agreements" shall include, but not be limited to, agreements to service or maintain office equipment or computers that are leased or rented.
4. The policy, administrative, or legal goals and purposes of the DISTRICT cannot be accomplished through the utilization of persons selected pursuant to the regular or ordinary hiring process. Contracts are permissible under this criterion to protect against a conflict of interest or to ensure independent and unbiased findings in cases where there is a clear need for a different, outside perspective. These contracts shall include, but not be limited to, obtaining expert witnesses in litigation.
5. The nature of work is such that the criteria for emergency appointments apply. "Emergency appointment" means an appointment made for a period not to exceed 60 working days either during an actual emergency to prevent the stoppage of public business or because of the limited duration of the work. The method of selection and the qualification standards for an emergency employee shall be determined by the DISTRICT. The frequency of appointment, length of employment, and the circumstances appropriate for the appointment of firms or individuals under emergency appointments shall be restricted so as to prevent the use of emergency appointments to circumvent the regular or ordinary hiring process.
6. The contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the DISTRICT in the location where the services are to be performed.

7. The services are of such an urgent, temporary, or occasional nature that the delay incumbent in their implementation under the DISTRICT'S regular or ordinary hiring process would frustrate their very purpose.

B. This section shall apply to personal service contracts entered into after January 1, 2003. This section shall not apply to the renewal of personal services contracts subsequent to January 1, 2003, where the contract was entered into before January 1, 2003, irrespective of whether the contract is renewed or rebid with the existing contractor or with a new contractor.

ARTICLE 2: MANAGEMENT RIGHTS

- 2.1 It is understood and agreed that the DISTRICT retains all of its powers and authority to direct, manage, and control its operation as specified by and to the full extent of the law, except as specified in this Agreement.
- 2.2 Included in, but not limited to, those duties and powers are the exclusive right to: determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; classify and reclassify; determine the number and kinds of personnel required; maintain the efficiency of DISTRICT operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; determine the level of safety standards to comply with Federal and State requirements; and contract out work not customarily and routinely performed by bargaining unit members or where expressly forbidden by law. The DISTRICT also retains the right to hire, classify, evaluate, promote, layoff, terminate, and discipline employees.
- 2.3 The DISTRICT retains its right to amend, modify, or rescind policies and practices set forth in this Agreement in cases of emergency and to determine when an emergency exists. For the purpose of this Article, the term "emergency" shall mean a situation which could not have been reasonably foreseen and which when not acted upon might incur loss of life or limb or serious damage to property such as a natural disaster, conflagration, epidemic, or work stoppage.
- 2.4 The exercise of these powers, rights, authority, duties, and responsibilities shall be directed by the DISTRICT; 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 by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the laws of the State of California.
- 2.5 The ASSOCIATION, on behalf of its members and employees, agrees that it will not cause, encourage, participate in, or support any strike, boycotting, or work stoppage, or refuse to render services or to work at any time during the term of this Agreement. In the event of a violation of this section by the ASSOCIATION and/or the employees, the DISTRICT may, in addition to other remedies, discipline such employees up to and including discharge. Employees shall not be entitled to any benefits or wages whatsoever while they are engaged in a strike, work stoppage or other interruption of work.

ARTICLE 3: NO DISCRIMINATION

- 3.1 It is understood and agreed that neither the DISTRICT nor the ASSOCIATION shall lawfully discriminate against any unit member because of rights guaranteed by the Educational Employment Relations Act. Such discrimination is subject to unfair practice procedures and shall not be grievable under Article 17 of this Agreement.

ARTICLE 4: DUES AND ORGANIZATIONAL SECURITY

4.1 Provisions

- 4.1.2 It is the mutual intention of the parties that the provisions of this Article protect the rights of individual unit members without restricting the ASSOCIATION'S rights to require every bargaining unit member to pay a share of the cost of collective bargaining activities.
- 4.1.3 All employees in the bargaining unit who do not maintain membership in good standing in the ASSOCIATION are required to pay service fees to the ASSOCIATION, in amounts that do not exceed the periodic dues of the ASSOCIATION, for the duration of this agreement.
 - 4.1.3.1 It is the express intention of the parties that the service fee obligation outlined herein constitutes a condition of continued employment with the DISTRICT.
- 4.1.4 No unit member shall be obligated to pay dues or service fees to the ASSOCIATION until the first of the month following 30 calendar days after the unit member first comes into the bargaining unit.

4.2 Dues and Service Fee Deductions

- 4.2.1 The ASSOCIATION has the sole and exclusive right to have employee organization membership dues and service fees deducted by the DISTRICT for unit members.
- 4.2.2 The DISTRICT shall deduct, in accordance with the ASSOCIATION dues and service fee schedule, dues, service fees or, with the ASSOCIATION'S approval, payments to charity in lieu of service fees from the wages of all unit members. Nothing contained herein shall prohibit a unit member from paying either dues or service fees directly to the ASSOCIATION.
- 4.2.3 The DISTRICT shall, without charge, pay to the ASSOCIATION within 15 days of the deduction all sums so deducted, except that the DISTRICT shall pay to the designated charity sums deducted in lieu of service fees from the wages of unit members who request for religious exemption have been approved by the ASSOCIATION pursuant to this agreement.
- 4.2.4. Along with each monthly payment to the ASSOCIATION, the DISTRICT shall without charge, furnish the ASSOCIATION with an alphabetical list of all unit members, identifying them by name, social security number, months per year in paid status and annual salary, and indicating the amount deducted, if any, and whether such deduction is for dues, service fees or charitable contributions.
- 4.2.5 The DISTRICT shall immediately notify the ASSOCIATION CHAPTER President or designee if any member of the bargaining unit revokes a dues, service fee, or payment in lieu of service fee deduction authorization.
- 4.2.6 The DISTRICT shall deduct and pay to the ASSOCIATION service fees for each bargaining unit member who is not an ASSOCIATION member in good standing and who is obligated to pay such fees, pursuant to this agreement, unless the ASSOCIATION notifies the DISTRICT the unit member is paying such fees directly to the ASSOCIATION. A payroll deduction authorization form shall not be required for such deduction.

4.3 Religious Exemption

- 4.3.1 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or paying service fees to employee organizations shall not be required to join, maintain membership in, or pay service fees to the ASSOCIATION as a condition of employment. However, such unit member shall be required, in lieu of a service fee required by this agreement, to pay sums equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:
- a. United Way
 - b. SBVC Foundation
 - c. CHC Foundation
 - d. Or mutually agreed to by the ASSOCIATION, Employer and bargaining unit member.
- 4.3.2 Any unit member claiming this religious exemption must file a written request for exemption with the ASSOCIATION. If the request is granted, the unit member shall, as a condition of continued exemption from the requirement of paying services fees to the ASSOCIATION furnish the ASSOCIATION with copies of receipts from the charity selected, as proof that such payments have been made, or shall authorize payroll deduction of such payments.

ARTICLE 5: RIGHTS OF ASSOCIATION AND MEMBERS

- 5.1 Nothing in this Agreement shall be construed to deny or restrict any unit member's rights provided under the Education Employment Relations Act or other applicable State Laws and regulations. The PARTIES recognize the right of unit members to join and participate in the legal activities of the ASSOCIATION, and the alternative right of unit members not to join the ASSOCIATION and participate in such activities.
- 5.2 The ASSOCIATION shall have the following rights in addition to any rights contained in other portions of this Agreement pursuant to the following:
- 5.2.1 **ACCESS TO EMPLOYEE WORK AREA.** A reasonable number of ASSOCIATION representatives shall have the right of access to areas which employees work during non-duty hours, such as lunch and rest periods, provided there is no undue interference with DISTRICT operations.
 - 5.2.2 **COMMUNICATION WITH MEMBERS.** The ASSOCIATION may use institutional bulletin boards, mailboxes, and other means of communication subject to reasonable regulations by the DISTRICT. Prior to posting on bulletin boards, a copy of the communication shall be furnished to the DISTRICT. All terms to be posted shall bear the date of posting and the name and authorization of the ASSOCIATION and shall be removed by the ASSOCIATION when applicability ceases.
 - 5.2.3 **USE OF DISTRICT FACILITIES.** The ASSOCIATION has the right to use designated DISTRICT equipment, facilities, and buildings during non-duty hours, provided that advance permission is secured from a President or the Chancellor and all costs of materials are borne by the ASSOCIATION.
 - 5.2.4 **PRESIDENTIAL PAID RELEASE TIME:** The President of the ASSOCIATION or designee shall be granted two hundred forty (240) hours of paid release time per school year to be used for ASSOCIATION business. The President of the ASSOCIATION will be allowed to designate bargaining unit members other than the President to use portions of this allocation.

a. A written request must be submitted to the DISTRICT at least five (5) days in advance, when possible, prior to such release.

b. Any hours beyond the two hundred forty (240) require approval of the DISTRICT.

5.2.4.1 **ANNUAL CONFERENCE DELEGATE PAID RELEASE TIME:** The ASSOCIATION shall have the right to paid release time for ASSOCIATION CHAPTER delegates to attend the ASSOCIATION annual conference. The actual number of delegates is based on the official CSEA guidelines as printed by the state office of the California School Employees Association, not to exceed seven (7) delegates.

5.2.4.2 **STATE-LEVEL OFFICER PAID RELEASE TIME:** The ASSOCIATION may use up to eighty (80) hours of paid release time per school year for attendance at state-level activities. This shall apply only to duly elected/appointed state-level officers who are members of the CHAPTER.

a. The ASSOCIATION will furnish the DISTRICT with a list of elected/appointed state-level officers who are members of this CHAPTER within thirty (30) calendar days of the election/appointment.

b. The ASSOCIATION President shall submit an official notice of ASSOCIATION-related absence in writing to the DISTRICT at least five (5) working days, when possible, prior to such release time.

c. Any hours beyond eighty (80) hours requires approval of the DISTRICT.

5.2.5 **COPIES OF THE CONTRACT.** The DISTRICT agrees to provide copies of this Agreement to all unit members after the execution of re-opener and successor contract agreements. At the completion of each negotiation period the DISTRICT and ASSOCIATION will agree on a date when contract copies will be distributed. All new employees shall be provided a copy of this agreement by the DISTRICT at the time of employment.

5.2.6 **FINANCIAL INFORMATION.** Upon request by the ASSOCIATION, the DISTRICT shall make available to the ASSOCIATION all public documents relating to finances which are relevant to the representation of the bargaining unit, including the CCFS 311, after adoption by the Board of Trustees.

5.2.7 **BOARD AGENDA.** The DISTRICT shall provide the ASSOCIATION with copies of the agendas prior to meetings of the Board of Trustees.

5.2.8 **RELEASE TIME FOR GRIEVANCE PROCESSING.** Reasonable paid time shall be used by the ASSOCIATION for grievance investigation or preparation. An authorized ASSOCIATION officer or representative shall be released from his/her regular work duties, with pay, when grievance resolution meetings are scheduled during regular working hours.

5.2.9 **RELEASE TIME FOR NEGOTIATION PROCESSING.** The ASSOCIATION shall have the right to designate five (5) employees who shall be given reasonable time without loss of compensation to prepare for and participate in matters of employer-employee relations. No more than one person from a single department shall be appointed to the negotiating team

ARTICLE 6: HOURS OF WORK AND OVERTIME

6.1 **WORKWEEK/WORKDAY.** The regular workweek of unit members shall be forty (40) hours and the regular workday eight (8) hours, exclusive of lunch. These provisions do not restrict the extension of a regular workday or workweek on an overtime basis when such is necessary to

carry on the business of the DISTRICT. The DISTRICT may establish a workday of less than eight (8) hours or a workweek of less than forty (40) hours for all or any of its classified positions. The DISTRICT may establish a ten (10) hour per day, forty (40) hour, four-day consecutive workweek for unit members in accordance with the provisions of Article 6.1.1. Each position in the unit shall have a regular minimum number of assigned hours per day, days per week, and months per year. The DISTRICT shall establish the specific hours of employment, including the beginning and ending times, for unit members at each work site.

The DISTRICT may change a unit member's shift, beginning and ending times, provided that it gives the unit member fifteen (15) calendar days' notice, except in emergency circumstances. At the unit member's request, the unit member, ASSOCIATION and the DISTRICT agree to meet to discuss the reason for the proposed change. The reason for the proposed change shall not be arbitrary or capricious.

6.1.1. **10 HOUR – 4 DAY WORKWEEK.** The DISTRICT and the ASSOCIATION agree that the DISTRICT reserves the right to determine those employees that will remain on the eight-hour, five-day workweek.

The DISTRICT will notify the ASSOCIATION in writing by February 1 of its intent to have the four-day, ten-hour workweek during the summer months. The ASSOCIATION shall notify the DISTRICT in writing within ten working days of its intent to negotiate the beginning and ending dates.

6.1.1.1. **WORKWEEK/WORKDAY.** The regular workweek shall not exceed forty (40) hours for four (4) consecutive days. The traditional workweek shall be Monday through Thursday; the non-traditional workweek shall be four (4) consecutive days starting any other day other than a Monday. The DISTRICT reserves the right to determine the four (4) consecutive workdays of any employee affected by this Agreement.

6.1.1.2. The administrative chain of command reserves the right to determine the beginning and the ending of the shift as well as the lunch break for those employees who work the four-day ten-hour workweek.

6.1.1.3. Employees working less than forty (40) hours per week on a regular basis, five days per week will be assigned the same number of hours per week in a four-day period; however, their assignment rights to the position will continue to be based on the total hours per week.

6.1.1.4. An employee that is assigned to work an eight (8) hour, five (5) day workweek will not be allowed to switch to the ten-hour, four-day week. However, an employee who is currently working an eight-hour, five-day workweek on the campuses will be allowed to continue in their eight-hour, five-day workweek in their present work station and take Fridays as comp time, vacation days or be assigned to work elsewhere.

6.1.1.5. All time reported on the Permanent Employee Work Report for the months of June, July and August are to be reported in hours.

6.1.1.6. **REST PERIODS.** For each ten (10) hour shift, a unit member shall be entitled to two (2) twenty (20) minute paid breaks.

6.1.1.7. **OVERTIME HOURS.** Except as otherwise provided herein all overtime hours as defined in this section shall be compensated at a rate of pay equal to one and one-half (1½) times the employee's regular rate of pay for all work authorized by the appropriate supervisor. Overtime is defined to include any time worked in excess of ten (10) hours in any one (1) day, or in excess of forty (40) hours in a calendar week.

- 6.1.2 **9-HOUR PER DAY, 80-HOUR PER 2 WEEK WORK SCHEDULE.** The DISTRICT may establish a 9-hour per day, 80 hour per 2-workweek schedule in accordance with Education Code 88039.
- 6.2 For the purpose of computing the number of hours worked, time during which the unit member is excused from work because of holidays, sick leave, vacation, compensated time off, or other paid leaves of absence, shall be considered as time worked by the unit member; however, provisions of the Fair Labors Standards Act (hereinafter FLSA) may be applied.
- 6.3 The hours of service of cafeteria employees shall be set by the Director of Food Services and may vary depending upon the needs of the DISTRICT, within the framework of the regularly assigned minimum number of hours, and shall be posted no later than the preceding Thursday for the following week.
- 6.4 **LUNCH PERIODS.** Unit members on duty for four (4) consecutive hours or more shall be entitled to a duty-free lunch period. All unit members who are assigned a daily work schedule of six (6) hours or more shall be required to take a lunch period, unless it is mutually agreed otherwise. The lunch period shall not be less than thirty (30) minutes nor more than sixty (60) minutes and the DISTRICT shall schedule lunch at or about the midpoint of a full-time unit member's workday.
- 6.5 **REST PERIODS.** Unit members whose regular work schedule is between three (3) and six (6) hours per day shall receive one 15-minute rest period per day. Unit members whose regular work schedule is in excess of six (6) hours shall receive two 15-minute rest periods per day. The rest periods shall be designated by the immediate supervisor as near the midpoint of each pre-lunch and post-lunch work period as practicable, to accommodate the needs and efficiency of the DISTRICT. Unit members whose regular work schedule is three (3) hours or less shall not be afforded a rest period. Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay.
- 6.6 **OVERTIME**
- 6.6.1 Overtime includes any time required to be worked in excess of eight (8) hours in any one workday, except in the case of a work schedule calling for four (4) ten (10) hour days in a forty (40) hour, four (4) day consecutive workweek as provided in Section 6.1, or any time in excess of forty (40) hours in any seven (7) consecutive day work period or calendar week. The DISTRICT may provide either compensation or compensatory time off at a rate equal to one and one-half (1-1/2) times the regular rate of pay for unit member directed by the DISTRICT to perform overtime work. The DISTRICT will advise the unit member with the reason why compensation or compensatory time off is given. This decision shall not be arbitrary or capricious. Provisions for compensatory time off shall be governed by Section 6.7 below.
- 6.6.2 The workweek for any unit member having an average workday of four (4) hours or more during the week shall consist of no more than five (5) consecutive working days. Such unit member shall be compensated for any work directed by the DISTRICT to be performed on the sixth (6th) and seventh (7th) day following the commencement of the workweek at a rate equal to one and one-half (1 ½) times the regular rate of pay of the unit member. Any unit member having an average workday of less than four (4) hours per day during a workweek shall, for any work required to be performed on the seventh (7th) day following the commencement of his/her workweek, be compensated at a rate equal to one and one-half (1 ½) times the regular rate of pay of such unit member.
- 6.6.3 The authorization of any overtime shall rest with the DISTRICT management and any and all overtime must receive prior approval from the immediate supervisor. Unit members shall not be paid for unauthorized overtime. Where the assignment of overtime would constitute an undue hardship on the unit member and the unit member

objects, the supervisor shall attempt to identify other qualified unit members desirous of working overtime before directing such unit member to work overtime.

Scheduling of a unit member by their supervisor, that puts the unit member in overtime status, shall constitute authorization of that overtime.

- 6.6.4 All overtime earned under the FLSA must be paid within the bargaining unit member's current pay period. All overtime earned under the FLSA is defined as anytime in excess of forty (40) hours in any seven (7) consecutive day work period or calendar week.
- 6.6.5 For purposes of calculating the regular rate of pay, provisions of the FLSA shall be applied. The calculation of the regular rate of pay for overtime purposes shall include the monthly rate of pay as determined under Section 7.1 plus one-twelfth (1/12) of any earned long service recognition pursuant to Article XI.

6.7 **COMPENSATORY TIME OFF**

- 6.7.1 Absent emergency circumstances, the DISTRICT shall give the unit member "advanced" notice of the decision to grant compensation or compensatory time off. The DISTRICT will advise the unit member with the reason why compensation or compensatory time off is given. This decision shall not be arbitrary or capricious.
- 6.7.2 All overtime for which compensatory time is granted must be reported monthly to the payroll office on the regular classified report form. The DISTRICT shall total the number of hours of compensatory time off for each unit member on or about September 1 of a given year. The DISTRICT shall pay unit members in cash for all accumulated compensatory time accruing on this date. Such payment is to be based on the unit member's rate of pay at the time compensatory time off was earned.
- 6.7.3 Compensatory time off shall be granted at the appropriate rate of overtime.
- 6.7.4 The unit member request for compensatory time off must be answered by his/her immediate supervisor within 10 days of his/her request.

6.8 **OVERTIME EXEMPTIONS**

- 6.8.1 The DISTRICT may exempt from overtime compensation and compensatory time off those classifications which are subject to fluctuations in daily working hours not susceptible to administrative control, including, but not limited to, college police, public information assistants and recreation employees.
- 6.8.2 This exemption is to be considered separate and apart from the provisions in 6.6 but shall not be applied to hours worked in excess of forty (40) hours in a calendar week.
- 6.8.3 The DISTRICT may exempt from overtime compensation those classifications defined as exempt under the FLSA.
- 6.9 **OVERTIME DISTRIBUTION.** Overtime work shall be assigned as equally as is practical among qualified unit members in the same classification taking into consideration the nature of the work to be performed and the needs of the DISTRICT. This work will be offered to unit members in the following order:
 - a. At the site where the work is located.
 - b. Throughout the DISTRICT.

ARTICLE 7: PAY AND ALLOWANCES

- 7.1 **RATE OF PAY.** The total compensation package for 2004-05 shall include a salary increase of 4.0% over the 2003-04 classified salary schedule effective July 1, 2004. (Appendix C). The total compensation package for 2005-06 shall include a salary increase of 4.23% over the 2004-05 classified salary schedule effective July 1, 2005. (Appendix D). Effective July 1, 2006, the District will adjust the classified salary schedule by applying a 4.06% COLA across-the-board salary increase to the entire salary schedule.
- 7.2 **SHIFT DIFFERENTIAL.** The DISTRICT shall pay a shift differential at the rate of one and one-half (1½) percent of a unit member's regular salary for twilight shift, two and one-half (2 ½) percent of the unit member's regular salary for swing and split shifts, and five (5) percent of the regular salary for graveyard shift.
- 7.2.1 **TWILIGHT SHIFT.** The regular assigned working hours or at least three (3) days of the normal five (5) day workweek go beyond 5:30 p.m. Alternate work schedules such as 4/10 and 9/80 are excluded from receiving a twilight differential.
- 7.2.2 **SWING SHIFT.** The regular assigned working hours, on at least three (3) days of the normal five (5) day workweek, go beyond 7:30 p.m.
- 7.2.3 **GRAVEYARD.** The regular assigned working hours, on at least three (3) days of the normal five (5) day workweek, go beyond 3:00 a.m.
- 7.2.4 **SPLIT SHIFT.** The regular assigned working hours are split by a break of two (2) or more hours on at least three (3) days of the normal five (5) day workweek.
- 7.2.5 The DISTRICT shall pay a shift differential at the rate of five (5) percent of the unit member's regular rate of pay for concurrently working a SPLIT SHIFT and a SWING SHIFT in accordance with the provisions of both Sections 7.2.2 and 7.2.4 above.
- 7.2.6 The DISTRICT shall pay a shift differential at the rate of seven and one-half (7 ½) percent of the unit member's regular rate of pay for concurrently working a SPLIT SHIFT and a GRAVEYARD SHIFT in accordance with the provisions of both Sections 7.2.3 and 7.2.4 above.
- 7.3. **STIPENDS.** Bilingual stipend of \$50.00 per month for each foreign language an employee is required to verbally translate.
- 7.3.1 Those classifications and/or positions requiring the use of a second language(s) will be established on an as needed/limited basis.
- 7.3.2 The District will notify the Association when a job classification and/or position will receive the bilingual stipend.
- 7.3.3 The bilingual stipend will be for verbal translation only of a foreign language.
- 7.3.4 No employee will be required to translate and/or interpret written material. This would require additional negotiation with CSEA to establish the appropriate rate of pay.
- 7.4 **PAYCHECKS.** All payroll warrants of unit members within the unit shall be itemized to include all deductions, subject to payroll procedures of the County Superintendent of Schools.
- 7.5 **FREQUENCY.** All unit members shall be paid once per month payable on the last working day of the month. The DISTRICT shall not be responsible for delays or errors caused by

instrumentalities beyond its control, including the Office of the County Superintendent of Schools or the U.S. Mail.

7.6 **SPECIAL PAYMENTS.** Any payroll adjustment due a unit member as a result of working out of class, re-computation of hours, or other reasons other than procedural errors shall be made by a supplemental check issued not later than the next regular pay period.

7.6.1 **PAYROLL ERRORS.** Whenever it is determined, an error has been made in the wages of an employee, the party identifying the error shall notify the other party in writing as soon as possible. Following such notification, the error shall be corrected within five workdays. In the event of an underpayment to the employee, the DISTRICT will provide the employee with a statement of the correction and payment within five workdays.

In the event of an overpayment to the employee, the employee will be given a reasonable opportunity to meet with DISTRICT representatives to discuss the error. In the event that the DISTRICT and the employee do not mutually agree to a repayment schedule, the DISTRICT will deduct a portion of the employee's wages (not to exceed 10% of the monthly net salary) in subsequent months until the DISTRICT is fully reimbursed. An exception to the 10% deduction restriction shall be made when the employee's employment in the DISTRICT is in the process of being or has been terminated or the full 10% deduction would cause undue hardship on the employee.

7.7 **PROMOTION.** Unit members granted a promotion shall be given a five percent (5%) salary increase over their present salary and shall be placed on the step of the range of their new classification which most nearly corresponds to the five percent (5%) increase but not less than such increase. If, however, the five percent (5%) increase exceeds Step E on the range of the new classification, the unit member shall be placed on Step E. The anniversary date for all unit members granted a promotion shall be the effective date of promotion. If a unit member is eligible for a step increase in their old classification within ninety (90) days of the effective date of the promotion, such step increase shall be used for purposes of computing five percent (5%) promotional salary increase.

7.7.1 **INITIAL PLACEMENT PROMOTED EMPLOYEES:** A promoted employee's previous experience may warrant a higher placement, which in no case exceeds Step C unless the provisions of Article 7.6 apply. Employees placed on Step A of the salary schedule will be advanced to Step B on the first of the month following six (6) complete months of service. Employees who are initially placed on any step other than Step A will be advanced to the next step on the first of the month following twelve (12) complete months of service. All advancements thereafter will be on a yearly basis.

7.7.2 **INITIAL PLACEMENT NEW EMPLOYEES:** New employees are placed on Step A of the salary schedule unless previous experience warrants a higher placement, which in no case exceeds Step C. Employees placed on Step A of the salary schedule will be advanced to Step B on the first of the month following six (6) complete months of service. Employees who are initially placed on any step other than Step A will be advanced to the next step on the first of the month following twelve (12) complete months of service. All advancements thereafter will be on a yearly basis.

7.8 **MILEAGE.** Unit members authorized to use their vehicles on DISTRICT business shall be reimbursed for all miles required by the DISTRICT to be driven in the performance of assigned duties at a rate established by Board Policy for all DISTRICT employees.

7.9 **FOOD ALLOWANCE.** All unit members employed in the cafeteria shall be entitled to one (1) full meal during the working day for the price of 55 cents, and a beverage and light snack at no cost during the morning and afternoon breaks.

- 7.10 **MINIMUM CALL BACK TIME.** Any unit member called back from off campus to perform services outside his regular hours shall receive a minimum compensation of three (3) hours for such services. This section shall not apply where such services are performed immediately preceding or succeeding the unit member's regular hours.
- 7.11 **WORKING OUT OF CLASS.** Any unit member required to work out of classification for five (5) or more working days within a fifteen (15) calendar day period shall have his/her salary adjusted upward beginning with the first working day in the higher classification. A unit member required to work out of class shall receive five percent (5%) salary increase unless the increase exceeds Step E of the higher classification, in which case the unit member shall be paid at Step E. Working out of class assignments shall be limited to six months unless the period is extended by mutual agreement by the DISTRICT and the ASSOCIATION.
- 7.12 **MEALS AND LODGING REIMBURSEMENT.** The DISTRICT shall reimburse unit members for the reasonable cost of meals and lodging in accordance with Board Policy, where the unit member is on authorized DISTRICT business requiring him/her to spend the night away from home.
- 7.13 **IN-SERVICE TRAINING.** The DISTRICT shall continue to support and provide an in-service training program. An ad hoc advisory committee established by the DISTRICT and including ASSOCIATION representatives shall continue to study training needs and recommend in-service programs. DISTRICT approved in-service training shall take place during regular working hours at no loss of pay or benefits to employees.
- 7.14 The salary of a unit member taking a voluntary demotion shall be Step E of the new range unless Step E results in a salary increase over the unit member's old classification. In such case, the unit member shall be placed on the highest step in the new classification which would not result in a salary increase over the unit member's old classification.
- 7.15 The DISTRICT agrees to initiate tax-deferred status for PERS for all bargaining unit members in the PERS Retirement System.
- 7.16 **ENROLLMENT FEES. EMPLOYEE.** The DISTRICT shall reimburse permanent bargaining unit members employed at least twenty hours per week with one year of service for credit courses, excluding community service courses, successfully completed with a grade of "C" or better at either of the two DISTRICT campuses provided all of the following conditions are satisfied:
- 7.16.1 All classes must be taken outside of the regular scheduled working hours of the employee.
- 7.16.2 Only those classes offered by either of the two DISTRICT campuses shall qualify for fee reimbursement.
- 7.16.3 To qualify for enrollment fee reimbursement, an employee must present verification of successful completion of the course and out-of-pocket expense for enrollment fee(s) only.
- 7.16.4 Enrollment fee reimbursement shall be limited to the current enrollment fee per semester for each employee.
- 7.16.5 All courses for which a classified employee seeks tuition reimbursement must have prior approval by their immediate supervisor and the Chancellor. If the request by the immediate supervisor is denied, it may be appealed to the President/Vice Chancellor, Fiscal Services.

7.16.6 **REIMBURSEMENT.** Classified employees on the classified employee salary schedule shall be eligible for 80% tuition cost reimbursement for courses completed outside of the DISTRICT with a grade of "C" or better which pertain to their classified position. Such reimbursement shall be actual costs not to exceed 18 semester units of coursework per year. However, no tuition cost paid by the DISTRICT is to exceed on a per unit basis cost of similar coursework at the University of California.

Only full-time classified employees who have completed their probationary period as a classified employee shall be eligible for this benefit.

All courses for which a classified employee seeks tuition reimbursement must have prior approval by their line manager and the Chancellor. If the request by the line manager is denied, it may be appealed to the President/Vice Chancellor, Fiscal Services.

7.17 **ENROLLMENT FEES. BENEFIT ELIGIBLE DEPENDENTS.** The DISTRICT shall reimburse benefit eligible dependents of bargaining unit members employed at least twenty hours per week with one year of service for credit courses, excluding community service courses, successfully completed with a grade of "C" or better at either of the two DISTRICT campuses provided all of the following conditions are satisfied:

7.17.1 Only those classes offered by either of the two DISTRICT campuses shall qualify for fee reimbursement.

7.17.2 To qualify for enrollment fee reimbursement, the employee or benefit eligible dependent must present verification of successful completion of the course and out-of-pocket expense for enrollment fee(s) only.

7.17.3 Enrollment fee reimbursement shall be limited to the current enrollment fee(s) per semester for each employee and their eligible dependents.

7.17.4 Definition of Benefit Eligible Dependent includes a spouse, registered domestic partner or child. (1) Child up to age 19; (2) Child between age 19-25 if they attend school full-time (9+ units) or are more than 50% financially dependent and are not married and reside with parent or are away at college. (3) Disabled children over age 19.

7.18 During the term of this Agreement the parties agree to meet annually to review the annual allocation of \$75,000 to determine if adjustments are needed.

7.19 **GOLD CARD.** When a unit member retires from the DISTRICT with at least fifteen years of service, he/she shall receive the existing DISTRICT "Gold Card" package available at the time of retirement. The "Gold Card" package permits the retiree to enjoy certain free privileges in the DISTRICT at the colleges.

7.20 **ON CALL.** "On Call" is not overtime and is defined as requiring a unit member to significantly restrict off work activities such as remaining at home or within a specific distance from the worksite.

Unit members required in writing and in advance to be on call by telephone, pager, fax or cellular phone shall be compensated for the time they are on call. A unit member without advance written authorization shall not be compensated. On call periods in excess of eight (8) hours require the advance written approval of the College President, the Chancellor or designee.

Compensation shall be awarded on a straight time, hour-for-hour basis in minimum half-hour increments. The unit member's work hours may be adjusted to account for on call time or may be carried as compensatory time off with supervisor's approval.

A unit member placed on call who does not respond to calls within 15 minutes shall not be compensated. Lack of response without reasonable justification may be subject to discipline.

Unit members not subject to restrictions as described above may be called for consultation or advice without compensation.

Unit members actually called back to work shall be compensated per Article 7.9 minimum call back time.

ARTICLE 8: EMPLOYEE EXPENSES AND MATERIALS

- 8.1 **UNIFORMS.** The DISTRICT shall pay the full cost of the purchase, lease, or rental of uniforms, equipment, identification badges, emblems, and cards required by the DISTRICT to be worn or used by unit members.
- 8.2 **PHYSICAL EXAMINATIONS.** The DISTRICT shall reimburse unit members for the cost, if any, of a physical examination required as a condition of continued employment under Section 88021 of the Education Code.

ARTICLE 9: LAYOFF AND REEMPLOYMENT

- 9.1 **NOTICE OF LAYOFF.** Upon the decision of the Board of Trustees to reduce the number of bargaining unit employee(s) in the classified service of the DISTRICT, the DISTRICT shall send written notice of layoff to the affected employee(s) and the ASSOCIATION not less than forty-five (45) days prior to the effective date of layoff. This notice of layoff shall be sent by certified mail, return receipt requested, or delivered in person to the affected bargaining unit employee(s) by the DISTRICT. Affected bargaining unit employee(s) shall be informed of the reason for layoff, his/her displacement rights, if any, and reemployment rights with copies of the letters provided to the ASSOCIATION.
- 9.2 **ORDER OF LAYOFF**
- 9.2.1 The DISTRICT shall determine the specific positions to be discontinued.
- 9.2.2 The order of layoff of unit employees shall be determined by length of service. The employee, who has been employed the shortest time in the affected classification, including time employed in a higher classification, shall be laid off first.
- 9.2.3 For purposes of this section, "length of service" means date of employment in the regular classified service. Seniority within a classification shall be calculated by length of service within a classification, plus higher classification(s) in which the employee is serving or has served. For the purpose of this section, a higher classification is any classification in a higher salary range. A unit member who is voluntarily transferred laterally to a new classification shall retain seniority in the prior classification. A unit member who is voluntarily transferred laterally and/or voluntarily demoted to a new classification shall accrue seniority in the new classification.
- 9.3 **BUMPING RIGHTS.** Bargaining unit employees who are subject to layoff shall exercise bumping rights into an equal or lower classification in which the employee has served based on seniority.
- 9.4 **OPTIONAL TRANSFER IN LIEU OF LAYOFF.** Bargaining unit employees upon mutual agreement may be transferred to vacant positions provided they are qualified or can be trained to fill the vacancy.
- 9.5 **LAYOFF IN LIEU OF BUMPING.** A unit member may elect layoff in lieu of bumping rights and maintain his/her reemployment rights under this Agreement.

- 9.6 **EQUAL SENIORITY.** If two (2) or more unit employees subject to layoff have equal seniority within the classification, priority shall be given to the unit employee with the greater overall DISTRICT seniority; if that be equal, determination shall be made by lot.
- 9.7 **REEMPLOYMENT PROCEDURES.**
- 9.7.1 A unit employee who is laid off shall be placed on a thirty-nine (39) month reemployment list. The unit employee shall be required to maintain his/her current address on file with the Human Resources Office.
- 9.7.2 If, during a unit employee's eligibility period for reemployment, a classification becomes vacant to which the employee has a return privilege, the DISTRICT shall send written notice offering reemployment by certified mail, return receipt requested, or telegram to the last known address of such unit employee(s). A copy of this written notice shall be sent to the ASSOCIATION.
- 9.7.3 A unit employee who receives such notice of reemployment and fails to respond in writing within ten (10) working days shall be deemed to have rejected the offer of reemployment.
- 9.7.4 If the unit employee in a layoff status accepts the position being offered, the unit employee shall have up to thirty (30) calendar days from the postmark date of the notice to report to work. This does not preclude a unit employee from returning to work in fewer than thirty (30) calendar days. Failure to report to work within the thirty calendar days shall be considered a rejection of the offer of reemployment.
- 9.7.5 A unit member rejecting an offer of reemployment under the conditions set forth under 7.8.3 or 7.8.4 above, on three (3) occasions shall have his/her name permanently removed from the reemployment list. This does not include offers of reemployment that do not restore the employee to the level of pay and status previously held at the time of layoff.
- 9.7.6 A unit member reemployed after being laid off shall be fully restored to his/her classification with all rights to permanent status. Service credit and benefits shall not accrue during the period of layoff.
- 9.8 **VOLUNTARY DEMOTION OR VOLUNTARY REDUCTION OF HOURS.** Unit employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the employee's option, returned to a position in their former classification or to a position with increased assigned time as vacancies become available, and with no time limit, except that they shall be ranked in accordance with their seniority on any valid reemployment list. The salary of a unit member taking a voluntary demotion shall be the lesser of his/her old salary or Step E of the new range.
- 9.9 **SENIORITY ROSTER.** The DISTRICT shall maintain an updated seniority roster indicating each employee's classification seniority and hire date seniority. Such rosters shall be available to the ASSOCIATION annually in December or prior to layoff.
- 9.10 **REEMPLOYMENT.** Unit employees shall be reemployed in the highest rated job classification available in accordance with their classification seniority. Unit members, in order to be appointed to a lower position, must be qualified for that position. Unit employees who accept a position lower than their highest classification shall retain their original thirty-nine (39) month rights to the higher paid position.
- 9.11 The PARTIES agree to meet and negotiate the impact of such layoff on those matters within the scope of representation.

ARTICLE 10: HEALTH & WELFARE BENEFITS

10.1 **HEALTH & WELFARE BENEFITS.** The DISTRICT shall provide a health, dental, vision, life insurance, and employee assistance program for each unit member who works twenty (20) or more hours per week on a regular basis. Individual unit members may select among plans provided by the DISTRICT, but the DISTRICT shall choose the health care providers. During the term of this agreement, the DISTRICT may change plans or carriers and the DISTRICT will meet with the bargaining unit to review proposed plan changes prior to any agreement with carriers on plan changes.

The DISTRICT shall provide to each unit member and their eligible family members the above medical, dental, vision, life insurance, and employee assistance program during the period of this Agreement at a total cost to the DISTRICT not to exceed \$6000.00 per year. During fiscal year 2004-2005 the dollar amount provided by the DISTRICT shall provide a one-time augmentation of \$1780.00 per eligible CSEA unit member effective July 1, 2004. During fiscal year 2005-2006 the District will augment the dollar amount provided for the purchase of health and welfare benefits up to \$2,115.60 per eligible CSEA unit member effective July 1, 2005. This dollar maximum is consistent with the amount provided to all other units and/or groups within the DISTRICT. The District will permanently increase the cap per eligible bargaining unit member to \$7,000 and provide a one-year augmentation (2006-2007) of up to \$1700.00. This would provide a District-paid benefit of up to \$8700.00 per bargaining unit member for the 2006-2007 fiscal year.

In any plan year in which the cost to the DISTRICT is less than the above maximums the difference between the actual cost to the DISTRICT and the unit members shall be identified by the DISTRICT and applied in future years toward any increase in the premium otherwise absorbed by the unit members.

During academic year 2001-2002 only, the DISTRICT shall reimburse up to \$300.00 per unit member to cover the additional cost of co-pays for office visits and prescriptions for the Kaiser plan only.

10.2 **HEALTH AND WELFARE COMMITTEE.** The DISTRICT will establish a standing health and welfare committee. The ASSOCIATION will designate three (3) of the members on the committee. The purpose of this committee is to monitor costs and recommend changes. The committee's recommendations are nonbinding on the bargaining unit.

ARTICLE 11: LONG SERVICE RECOGNITION

11.1 **RATE.** \$200 will be added to the amount of annual stipend for each year of service on the current Long Service Recognition Schedule. The new amounts shall be effective April 1, 1997.

<u>Years of Service With the DISTRICT</u>	<u>Completed # of Years of Employment with the DISTRICT</u>	<u>Amount of Stipend</u>
6-11	5-10	\$500
12-16	11-15	\$650
17-21	16-20	\$800
22-26	21-25	\$950
27-31	26-30	\$1100
32-36	31-35	\$1250
37 and over	36 and over	\$1400

11.2 **INITIAL PAYMENT.** The first long service payment will be made in December of the first year following five (5) complete years of employment.

11.3 **PAYMENT.** The amount of long service pay will be available to the unit members no later than December 15, and only to those actually employed on November 30, except upon retirement in

which case the long service payment will be in proportion to the fraction of the year worked. Payment will be by a check separate from the unit member's monthly paycheck. A "separate check fee" charge, up to two dollars (\$2.00) per check will be paid by the DISTRICT. If the fee is over two dollars (\$2.00) the unit member will pay the additional cost, not to exceed two dollars (\$2.00). If the total "separate check fee" is over four dollars (\$4.00), this section will be renegotiated. The payment will be taxed at the long service recognition amount.

- 11.4 **ELIGIBILITY.** In order to be eligible for long service pay, a unit member must qualify for inclusion in the retirement program, i.e. must be employed half time or more.

ARTICLE 12: HOLIDAYS

- 12.1 The DISTRICT agrees to provide paid scheduled holidays:

	<u>2005-2006</u>	<u>2006-2007</u>
Independence Day	July 4	July 4
Labor Day	September 5	September 4
Veteran's Day	November 11	November 10
Thanksgiving Day	November 24	November 23
Friday following Thanksgiving Day	November 25	November 24
Winter Break	Dec 26-30	Dec 25-29
New Year's Day	January 2	January 1
Dr. Martin Luther King Jr. Day	January 16	January 15
Lincoln's Day	February 10	February 16
Washington's Day	February 20	February 19
Memorial Day	May 29	May 28

Winter Break was established to incorporate: Day in lieu of shopping day, fall semester recess period, and day in lieu of Admissions Day.

Employee's birthday to be added as an additional holiday to the schedule. The day must be taken on a day within the month that the birthday falls; otherwise the holiday will be forfeited.

Regular unit members who are not normally assigned to duty during the holidays of December 25 and January 1 shall be paid for those (2) holidays, and any additional holidays during the Fall Semester recess period provided that they were in paid status during the workday of their normal assignment immediately preceding or succeeding the holiday period.

- 12.2 **LESS THAN FIVE (5) WORKWEEK.** Unit members who work less than a five (5) day week shall receive their normal pay for any of the above scheduled holidays provided it falls on a normal workday. If said holiday falls on other than the normal workday, the unit member shall receive holiday pay or time off equivalent to the total regularly scheduled weekly hours divided by five (5) provided he/she is in paid status on the day immediately preceding or succeeding the holiday. Said holiday time off shall be scheduled with approval of the immediate supervisor.
- 12.3 **ADDITIONAL HOLIDAYS.** Unit members shall be entitled to such additional holidays, other than those in Article 12.1, as are mandated by the United States President, the Governor, or the Governing Board under Section 88203 of the Education Code.
- 12.4 **HOLIDAY COMPENSATION.** A unit member required to work on any holiday shall be paid compensation, or granted compensatory time off, at the rate of one and one-half (1½) times his regular pay in addition to the regular pay received for the holiday.
- 12.5 **HOLIDAY ELIGIBILITY.** A unit member must be in paid status on the working day immediately preceding or succeeding the holiday in order to be eligible to receive holiday pay.

ARTICLE 13: EVALUATION PROCEDURE

- 13.1 The term "evaluation" as used in Section 2 through 8 of this Article means a formal written evaluation on the appropriate form prescribed by the DISTRICT. (Appendix B)
- 13.2 The DISTRICT shall evaluate all unit members on permanent status once every two years during the month of April, except in emergency circumstances. The annual evaluation for employees obtaining permanent status prior to January 1, will be conducted in the current school year. The annual evaluation for employees obtaining permanent status subsequent to January 1, will be conducted in the following school year.
- 13.3 **EVALUATION PROCEDURE.** Unit members on probationary status shall be evaluated no less than two (2) times during the probationary period on or about the third (3rd) and the seventh (7th) month from the initial date of hire. The probationary period for unit members shall be nine (9) months from the date of hire or appointment to a new classification.
- 13.4 The evaluator shall be the unit member's immediate supervisor, unless otherwise designated by the DISTRICT. However, the evaluator will never be an outside contractor, vendor or consultant.
- 13.5 The evaluation shall be signed by the evaluator and the unit member being evaluated. The unit member's signature signifies only that the unit member has read the document, has been given a copy, and has been given the opportunity of attaching a written response which shall become part of the permanent record. Unit members have five (5) working days to file a written response to his/her evaluation.
- 13.6 No evaluation of a unit member shall be placed in the unit member's personnel file without an opportunity for discussion between the unit member and the evaluator. A negative evaluation shall include specific recommendations for improvement. The unit member shall have the right to review any evaluation during working hours provided that such reviews are limited to a reasonable period or periods of time.
- 13.7 The DISTRICT retains its prerogative to make additional evaluations as it deems necessary.
- 13.8 The substance of any evaluation, including the observations, opinions, and conclusions of the evaluator, shall not be subject to the grievance procedure. The evaluation procedure as provided hereinabove shall be grievable.

ARTICLE 14: LEAVES

- 14.1 **BEREAVEMENT LEAVE.** Unit members shall be entitled to a paid leave of absence, not to exceed three (3) days, or five (5) days if travel out-of-state or a round trip of over 500 miles is required, on account of the death of any member of his/her immediate family. Member of the immediate family means mother, father, grandparent, or grandchild of the unit member or the spouse of the unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, or sister-in-law of the unit member or any relative living in the immediate household of the unit member.
- 14.2 **JUDICIAL LEAVE.** Unit members called for mandatory jury duty, or as a subpoenaed witness as an employee of the DISTRICT, or as a litigant on behalf of the DISTRICT, during working hours, shall be entitled to paid leave in the amount of the difference between the unit member's regular earnings and the amount of fees received as a juror, subpoenaed witness as an employee of the DISTRICT, or litigant on behalf of the DISTRICT, excluding allowances for meals, mileage, or parking.
- 14.2.1 A unit member's jury duty hours plus the hours from court to work plus any workday shift assignment for that day should not exceed nor be less than the unit member's regularly

assigned number of work hours for that day. The DISTRICT shall assess any unusual work shift on an individual basis, taking into consideration what is reasonable under the circumstances giving due respect to the needs of the DISTRICT and the health and welfare of the unit member.

- 14.2.2 Unit members called for jury duty, or as a subpoenaed witness as an employee of the DISTRICT, or as a litigant on behalf of the DISTRICT, shall give the DISTRICT at least twenty-four (24) hours advance notice. The DISTRICT will require unit members absent on jury duty, or as a subpoenaed witness as an employee of the DISTRICT, or as a litigant on behalf of the DISTRICT, to submit verification from the court indicating the reporting and release times.
- 14.3 **MILITARY LEAVE.** A unit member shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave. Request for such military leave shall be made in writing and verified by a copy of the military orders requiring military duty.
- 14.4 **SICK LEAVE.** Members of the bargaining unit employed by the DISTRICT five (5) days per week with full pay for a fiscal year shall be entitled to twelve (12) days leave of absence for illness or injury, exclusive of days they are not required to render to the DISTRICT. Day, as used in this Article, means the employee's regularly assigned workday, exclusive of overtime.
- 14.4.1 Members of the bargaining unit, employed five (5) days a week, who are employed for less than a full fiscal year are entitled that proportion of twelve (12) days leave of absence for illness or injury as the number of months he/she is employed bears to twelve (12). Members of the bargaining unit employed less than five (5) days per week or forty (40) hours per week shall be entitled, for a fiscal year of service, to that proportion of twelve (12) days leave of absence for illness or injury as the number of days or hours he/she is employed per week bears to five (5) days or forty (40) hours.
- 14.4.2 Pay for any day of such absence shall be the same as the pay which would have been received had the unit member served during the day of illness.
- 14.4.3 At the beginning of each fiscal year, the full amount of sick leave granted under this section shall be credited to each unit member. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new unit member of the DISTRICT shall not be eligible to take more than six (6) days, or the proportionate amount to which they may be eligible under this section, until the first day of the calendar month after completion of six (6) months of active service with the DISTRICT.
- 14.4.4 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 a condition of illness. Eligible employees are entitled to receive compensation at their regular rate of pay charged against credited sick leave for the workdays missed during the period of disability, provided that the DISTRICT receives a medical status report from the attending physician.
- 14.4.5 If a member of the bargaining unit does not take the full amount of leave allowed in any year, the amount not taken shall be accumulated from year to year.
- 14.4.6 Members of the bargaining unit absent due to surgery, serious injury or illness for more than five (5) consecutive assigned workdays shall be required to submit a medical release from a physician to their immediate supervisor prior to being permitted to return to work. A member absent for more than five (5) workdays shall notify the DISTRICT of his/her approximate return date.

- 14.4.7 Members of the bargaining unit may be required to submit to medical examinations, at the DISTRICT'S expense, at the discretion of the DISTRICT.
- 14.4.8 A unit member who has been employed by some other school DISTRICT for a period of one (1) calendar year or more, and who terminates such employment for the sole purpose of accepting a position in this DISTRICT and has not been terminated by an action initiated by the employer for cause, and who subsequently accepts within one (1) year of such termination, a position with the DISTRICT, shall upon request have transferred with him/her all of the unused accumulated sick leave.
- 14.4.9 The DISTRICT may cancel all sick leave rights or accumulations when a unit member severs all official employment connection with the DISTRICT and all accumulated sick leave may be transferred pursuant to the provisions in Section 88202 of the Education Code. A unit member who has any sick leave benefits earned but unused on the date of retirement may have those converted to retirement credit if appropriate in accordance with applicable law.
- Upon retirement, if sick leave cannot be used for retirement credit, sick leave will be converted to vacation days as follows:
- a. A ratio of five sick days (40 hours) to 1 vacation day (8 hours). Unit members working less than full-time shall be pro-rated accordingly.
 - b. Only days earned while employed for the SBCCD are eligible for conversion benefits.
 - c. Only employees who have rendered five years or more of unbroken service to the SBCCD are eligible for conversion benefits.
 - d. The maximum number of vacation days which may be converted shall not exceed the number of days the retiring unit member earns annually under the provisions of Article 18, Section 18.1.2.
- 14.4.10 After exhaustion of all paid sick leave, accumulated compensating time, vacation or other available paid leave, the amount deducted from a member's salary shall not exceed the sum which is actually paid a substitute employee employed to fill his/her position during his/her absence up to five (5) months from the first day of absence. The five (5) month period shall commence on the first day of absence.
- 14.4.11 Unit members who have given forty-eight (48) hours notice and have been released for a doctor or dental appointment have the option to work an extended day or to utilize sick leave. The additional hours constituting an extended day shall be equal to the period of time that the employee was absent, but not in no event shall exceed two (2) hours.
- 14.4.12 Sick leave shall be taken in increments of not less than one-quarter hour.
- 14.4.13 A unit member shall contact his/her immediate supervisor, or their designee, as soon as the need to be absent is known or at the beginning of the work shift. This does not apply where the unit member cannot reasonably provide the notification. The unit member shall inform his/her immediate supervisor, or their designee as to the expected date of return.
- 14.4.14 The DISTRICT may require a unit member to provide to the DISTRICT written verification of illness or injury by a licensed physician for any absence that exceeds five (5) workdays for which entitlement to sick leave is claimed under this Article and reported on the employee absence form. The verification shall include a statement that the unit member is able to perform his/her duties without restriction. The verification shall also include the date upon which the member is released to full duties.

The DISTRICT may require that any unit member be examined by a medical doctor of the DISTRICT'S choice and at the DISTRICT'S expense in any case where the DISTRICT has evidence that sick leave may be being used for any purpose other than illness or injury.

14.4.15 **SICK LEAVE STATUS REPORT.** All unit members will be issued an individual status report on accrued sick leave quarterly.

14.5 **INDUSTRIAL ACCIDENT AND ILLNESS LEAVE.** Unit members shall be entitled to industrial accident and illness leave in accordance with current education code and the following provisions.

14.5.1 A unit member suffering an injury or illness arising out of, and in the course of his/her employment, shall be entitled to a leave of sixty (60) 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 a fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.

14.5.2 Payment for wages on any day shall not, when added to an award granted the unit member under the Worker's Compensation laws of this State, exceed the normal wage for the day. During all paid leaves of absence, whether industrial accident leave as provided in this section, sick leave, vacation, compensated time off or other available leave provided by law or the action of the Board of Trustees, the unit member may endorse to the DISTRICT wage loss benefit checks received under the Worker's Compensation laws of this State. In the absence of such endorsement, the DISTRICT shall pay the difference between the wage loss benefit check and any entitlement the employee may have.

14.5.3 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation or other paid leave will then be used. If however, a unit member is still receiving Worker's Compensation benefits at the time of the exhaustion of benefits under this Section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave, which, when added to the Worker's Compensation award, provides for a day's pay at the regular rate of pay.

14.5.4 When all available leaves of absence, paid or unpaid, have been exhausted, the unit member shall be placed on a reemployment list for a period of thirty-nine (39) months.

14.5.5 Leave under this Section shall commence on the first day of absence. The DISTRICT may select the examining physician and require a physician's report as verification of illness or injury due to industrial accident or illness.

14.5.6 Any unit member receiving benefits as a result of this Section shall, during periods of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the State.

14.5.7 In order to be eligible for leave under this Section, a unit member must have served as an employee of the DISTRICT continually for a period of nine (9) months.

14.6 **PERSONAL LEAVE.** Any days of leave of absence for illness or injury under Section 14.4 of this Agreement may be used by a unit member, at his/her election in cases of personal necessity, including, but not limited to any of the following:

a. Death of a member of his/her immediate family.

- b. Accident involving his/her person or property, or the person or property of a member of his/her immediate family.
- c. Appearance in court as a litigant, party or witness under subpoena or any order made with jurisdiction. If the unit member receives payment for this appearance such payment will be forfeited to the DISTRICT.
- d. A serious illness of a member of the family.
- e. Such other reasons approved by the DISTRICT.

No earned leave in excess of seven (7) days may be used in any school year for leave under this Section. Except in emergency situations, all requests for such leave of absence shall be submitted to the immediate supervisor prior to the absence explaining the specific nature of the personal necessity leave. Under no circumstances shall leave be available for purposes of recreation of any kind, engaging in other employment of any kind, including director or indirect self-employment, social events, vacation, any concerted refusal to work, pursuit of other business, financial or economic interests of the employee, or any illegal activity. Approval for leave under this Section remains within the discretion of the DISTRICT. For purposes of this Section, members of the immediate family means the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law of the employee, or any relative living in the immediate household of the employee.

14.7 **UNAUTHORIZED LEAVE.** Any unit member absent without being on approved leave shall have deducted from his/her salary the appropriate amount covering such period. The DISTRICT reserves the right to take any appropriate disciplinary action against such unit member. Failure to notify the DISTRICT of the anticipated absence prior to the commencement of the unit member's shift may constitute unauthorized leave.

14.8 **BREAK IN SERVICE.** No absence under any paid leave provisions of this Article shall be considered as a break in service for any unit member who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence.

14.9 **ADDITIONAL LEAVE.** The DISTRICT may grant, in addition to the leaves set forth hereinabove, such additional leaves of absence, with or without pay, for such purposes and periods of time as it deems advisable.

14.10 **AUTHORIZED LEAVE VERIFICATION.** Prior or subsequent to approval of any paid leave, the DISTRICT may require a unit member to furnish a doctor's certificate, affidavit or other documentation, on forms prescribed by the DISTRICT, as verification of illness or other reason for authorized leave. Verification may be required when the DISTRICT has reason to question the validity or any request for approved leave.

14.11 **PARENTAL LEAVE AND FAMILY CARE.** Family/Medical Leave Act Benefits are available to classified employees as entitled under current state and federal law. Upon request, the DISTRICT shall provide the employee a copy of their rights and benefits under the Family Medical Leave Act.

14.11.1 After one year of full-time service, the SBCCD will allow the use of paid sick leave for parental leave up to a period of twelve weeks for an employee, within the first six months following the birth or adoption of a child. Upon exhaustion of sick leave, an employee may utilize difference in pay up to completion of the twelve-week period. During this leave, the DISTRICT will continue benefit coverage, sick leave and seniority will accrue, and pension contributions will be made by both DISTRICT and employee.

14.11.2 After one year of full-time service, the SBCCD will allow the use of paid sick leave for family care leave for care of disabled or seriously ill children, spouses, parents, self or other members of the immediate family as defined below for a period of up to twelve

weeks. Upon exhaustion of sick leave, an employee may utilize difference in pay up to completion of the twelve-week period. During this leave, the DISTRICT will continue benefit coverage, sick leave and seniority will accrue, and pension contributions will be made by both DISTRICT and employee.

14.11.3 Sections 14.11.1 or 14.11.2 individually or in combination may not exceed a total of twelve (12) weeks in any one-year period.

14.11.4 It is understood leave under this section whether paid or unpaid will count towards the twelve week period.

14.11.5 For purposes of this article, members of the immediate family means the mother, father, grandmother, grandfather or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law of the employee or any other individual whose legal residence is in the immediate household of the employee.

14.12 Catastrophic Illness Leave

The purpose of this program is to permit employees with a catastrophic injury or illness to solicit individual donations of sick leave and/or vacation and/or comp time leave from fellow employees.

All requests submitted to the Vice Chancellor of Human Resources are handled with confidentiality and upheld throughout the process. The District will make every effort to protect the identity and privacy of the catastrophic illness leave recipient.

14.12.1 Definition of Catastrophic Leave: The intent of this program is to provide additional financial protection to unit members during a period of prolonged illness/injury or hospitalization, which, for purposes of this Article is defined as an illness or injury which incapacitates the employee or a member of his/her family for an extended period of at least forty-five (45) or more calendar days and/or is, according to competent medical evidence, likely to incapacitate the employee or family member or be characterized as terminal.

A catastrophic leave donation request may be initiated immediately, using the process defined below, at the moment the need is known. However, Catastrophic Leave will not begin until all leaves have been exhausted as defined in this article.

For purposes of this Section, "family" means the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law of the employee, or any relative living in the immediate household of the employee.

14.12.2 Donee Requirements

The employee is a regular, non-probationary bargaining unit member.

The employee exhausts all accrued paid leave credits, including sick leave, vacation and comp time.

Must be incapacitated/absent for an extended period of time.

The incapacity/absence must take place on regularly assigned time. For example in the case of 10 or 11-month employee only assigned time will be considered.

The employee may use donated time in partial day increments.

An initial request shall not normally exceed sixty (60) days. A unit member may request an additional sixty (60) days by filing an additional request.

The request for donated leave credits is made in writing to Human Resources by the Donee. A fellow employee, Supervisor, family member, Human Resources, or the Donee's medical provider may request Catastrophic Leave benefits on behalf of the Donee.

The request for donated leave credits must be accompanied by written statement from the medical provider, which verifies catastrophic illness or injury as defined above of the employee or the employee's immediate family member.

Must use all donated leave within a twelve (12) consecutive month period following the donations. If the employee returns to work and has a reoccurrence of the same or related catastrophic injury or illness, after using any accrued vacation or sick leave, previously donated leave days may be used if the time remains available, within the same twelve (12) month period.

Pledged donated leaves can be used only for the specified catastrophic injury or illness. A different catastrophic injury or illness must be handled as a separate second incident.

The Vice Chancellor of Human Resources shall evaluate all requests for catastrophic leave and shall have authority for granting leave in accordance with this Article. Human Resources will notify District employees in writing of the need for donations of catastrophic leave credits and collect all signed pledge forms. Human Resources will notify Payroll of donated hours. Payroll will deduct donated hours from the donor and credit donated hours to the recipient. Human Resources and Payroll will keep a record of all donated leave credits.

If an employee's request for catastrophic leave is denied, the employee or employee's agent or Association may request a review of the reason(s) for denial. If the denial is upheld the employee or Association may appeal the decision the Chancellor. If the denial is upheld, at the Chancellor level, the decision is not subject to the grievance process.

The maximum amount of time in which donated leave credits may be used shall be twelve (12) consecutive months.

14.12.3 Donation of Leave Credits

Unit members may donate leave credits to an eligible classified, confidential, management or academic employee under the following conditions:

Donors may volunteer no more than 50% of their accrued sick and/or vacation and/or comp time. must have accrued no less than 120 hours of leave credits

Employees wishing to donate catastrophic leave credits must donate credits in writing on a signed, District authorized pledge form, distributed by Human Resources

The minimum amount of donated leave credits shall be eight (8) hours initially, and in one-hour increments thereafter.

The donor understands that donation of catastrophic leave credits is voluntary
Donations may be made by eligible classified, confidential, management or academic employee.

Leave donations are irrevocable. Once you donate, it is gone forever. Unused leave credits will not be credited back to the donor.

Donated leave is charged on an hour-for-hour basis of the donee or the donor.

Employees voluntarily participating in this program shall hold the District and CSEA harmless for any and all disputes arising out of this provision.

14.12.4 Termination of Catastrophic Illness Leave

Catastrophic leave ends when:

- The need for leave no longer exists, due to change in health status
- The 12-month eligibility period expires
- The recipient terminates employment with the District

ARTICLE 15: VACANCIES, TRANSFERS, VOLUNTARY DEMOTIONS, CLOSED PROMOTIONS

- 15.1 **POSTING OF VACANCIES.** Notice of all job vacancies within the bargaining unit shall be posted on bulletin boards at currently designated posting locations. Closed transfer and closed promotional notices shall be sent out to all unit members in a timely manner.
- 15.1.1 The job vacancy notice shall remain posted for a period of ten (10) full working days, during which time unit members may file for the vacancy.
- 15.1.2 **NOTICE CONTENTS.** The job vacancy notice shall include: the job title, a brief description of the position and duties, the minimum qualifications required for the position, the assigned job site, the number of hours per week, and months per year assigned to the position, the salary range, and the deadline for filing to fill the vacancy.
- 15.1.3 **FILING.** Any unit member may file for the vacancy by submitting written notice to the Human Resources Office within the filing period. Any unit member on leave or vacation may authorize his/her job representative to file on the unit member's behalf.
- 15.1.4 **NOTIFICATION.** Unit members who apply for transfer, voluntary demotions, or closed promotions shall be notified in writing whether they were or were not selected.
- 15.2 **INVOLUNTARY TRANSFERS.** Transfer of bargaining unit members may be initiated by the administration at any time whenever such transfer is in the best interest of the DISTRICT as determined by the administration. The unit member transferred shall be given seven (7) days notice, absent emergency circumstance. If requested by the unit member, a conference will be held between the appropriate administrator and the unit member in order to discuss the reasons for the transfer. A transfer under this section shall be considered permanent. Therefore, no additional probationary period shall be required.
- 15.3 **VOLUNTARY TRANSFERS.** For purposes of this section the term transfer shall mean a lateral movement within the job classification from one work position or station to another work position or station in the DISTRICT.
- 15.3.1 Permanent unit members are eligible to apply for a voluntary transfer if he/she is presently within the same classification, has previously served in that classification in the DISTRICT, or is applying for a voluntary demotion.
- 15.3.2 Requests from regular unit members seeking transfers shall be considered by the selecting administrator. Considerations shall include hire date, seniority within the present classification of the employee, skills, abilities, job performance, suitability, and requirements of the vacant position.
- 15.3.3 Where the application(s) for voluntary transfer, voluntary demotion, and closed promotion is not granted, the vacancy will be announced publicly.
- 15.3.4 A mutual transfer may be accomplished between two (2) unit members of classifications in which both are qualified. A mutual transfer must be made upon agreements of both supervisors and with the concurrence of the President(s) and/or Chancellor.
- 15.3.5 An approved transfer resulting from the request of a unit member shall be considered

permanent. Therefore, no additional probationary period shall be required.

15.3.6 **VOLUNTARY DEMOTIONS.** A permanent unit member transferring within the classification or taking a voluntary demotion shall retain his/her old anniversary date and seniority rights. Unit members requesting a voluntary demotion to a lower classification shall be given preference over other applicants with equal or lesser qualifications.

If the position from which a unit member took a demotional transfer is again vacant, that unit member will be given preference over other applicants with equal or lesser qualifications in filling the former position. This section shall be superseded by the provisions in Article IX, Layoff and Reemployment when applicable.

15.4 **CLOSED PROMOTIONAL.** Any unit member may apply concurrently on a closed promotional basis for any position announced under the voluntary transfer policy. Such application will not be considered until voluntary transfer and voluntary demotion applicants have been reviewed. A selection process, as required under affirmative action guidelines, as outlined in Section 53021 of the California Code of Regulations and Education Code 87100, will be used to address any closed promotional requests.

15.5 **MEDICAL TRANSFERS.** The DISTRICT may assign a unit member to another position in cases where the unit member is medically unable to assume his/her regular duties.

15.6 **SUBSTITUTE EMPLOYEES.** The DISTRICT may employ a substitute employee pursuant to Education Code 88003 to replace any classified employee who is temporarily absent from duty.

If the DISTRICT is engaged in recruiting a permanent employee to fill a vacancy in any classified position, the Governing Board may fill the vacancy through such employment for not more than sixty (60) calendar days.

ARTICLE 16: PERSONNEL

16.1 **CLASSIFICATION.** The DISTRICT may create new classifications and fix duties, responsibilities, and assignments for such classifications, or reclassify or abolish positions as long as any such action is not inconsistent with other provisions in this Article or Agreement. Except by mutual agreement, the DISTRICT shall notify the ASSOCIATION in writing ten (10) working days prior to the board calendaring of an agenda item of any new classification or the abolition of a classification. Upon receipt by the ASSOCIATION of the DISTRICT'S written notice, the ASSOCIATION shall notify the DISTRICT in writing within ten (10) working days, its intent to negotiate the classification, titles, or abolition of the classification.

16.2 **PERSONNEL FILES.** The personnel file of each unit member shall be maintained at a single location determined by the DISTRICT. No disciplinary action based upon written materials shall be taken against a unit member unless such written materials are included in the unit member's personnel file.

16.2.1 Any supervisor or other administrator who writes and places into the personnel file a written evaluation, other than the regular employee evaluation as defined in Article 13, or memorandum relating to a unit member's job performance shall sign and date such evaluation memorandum. The unit member shall be provided with copies of any derogatory written material five (5) workdays before it is placed in the personnel file. During this five-day period, the unit member shall be given an opportunity during normal working hours to initial and date the material and to prepare a written response to such material. The written response shall be attached to the material.

16.2.2 Unit members may review material in their personnel files which serve as a basis for affecting the status of their employment, except the following material shall not be available for inspection: (1) Ratings, reports, or records which were obtained prior to

employment of the unit member: (2) Material prepared by identifiable examination committee members; or (3) Materials obtained in connection with a promotional examination.

16.2.3 Unit members shall have the right to inspect the contents of their personnel files upon request, provided the request is made at a time when such person is not actually required to render services to the DISTRICT.

16.2.4 The DISTRICT shall maintain a log within each unit member's personnel file indicating the persons (other than employees in the Human Resources Office) who have examined the file and the date of such examination. The log and the unit member's personnel file shall also be available to the appropriate CSEA representative with written authorization of the unit member where disciplinary action is pending against, or a grievance has been filed by the unit member. Such examination by the employee or CSEA representative shall conform to the parameters set forth under Section 16.2.2.

16.2.5 Upon written authorization of the unit member, an ASSOCIATION representative may review the unit member's permanent personnel file. An ASSOCIATION representative may accompany any unit member in the review of that member's file.

ARTICLE 17: GRIEVANCE PROCEDURE

17.1 A "grievance" is a formal written allegation, on the prescribed DISTRICT form, by a unit member alleging a violation of this Agreement.

17.2 A "grievant" is a unit member, unit members, or the ASSOCIATION.

17.3 A "day" is any day in which the central administrative office of the San Bernardino Community College DISTRICT is open for business.

17.4 The "immediate supervisor" is the lowest level supervisor having immediate jurisdiction over the grievant and who has been designated to adjust grievances.

17.5 **INFORMAL LEVEL.** A unit member's grievance must be submitted orally in an informal conference with the unit member's immediate supervisor within twenty (20) days after the act or omission giving rise to the grievance, or twenty (20) days after the unit member, through the exercise of reasonable diligence, should have had knowledge of the act or omission that gave rise to the grievance. At the time of the conference, the unit member may be accompanied by another unit member.

17.6 **FORMAL LEVEL – STEP 1.** If the alleged grievance is not resolved at the informal conference the grievant must, within five (5) days after the informal conference, present his/her grievance in writing to his/her immediate supervisor. This statement shall be a clear, concise statement of the grievance, the decision rendered at the informal conference and the specific sections of the Agreement allegedly violated, misapplied, misinterpreted and the specific remedy sought. A grievance may include more than one (1) unit member provided the issue is the same.

The supervisor shall communicate his/her decision to the unit member in writing within five (5) days after receipt of the written grievance.

17.7 **STEP 2.** In the event the grievant is not satisfied with the decision rendered by the supervisor, he/she may appeal the decision to the Chancellor or his/her designee within five (5) days after receipt of the supervisor's decision. This statement must include a copy of the original grievance, the decision rendered by the immediate supervisor, and the reason for the appeal. The Chancellor, or his/her designee, will communicate a decision in writing within ten (10) days after receipt of the appeal.

17.8 **STEP 3.** If the grievant is not satisfied with the decision of the Chancellor or his/her designee, the grievant may (with the approval of the ASSOCIATION) within five (5) days, submit a request in writing to the Chancellor for advisory arbitration of the dispute.

17.8.1 The ASSOCIATION and the DISTRICT shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request the State Conciliation Service to supply a list of five (5) names. Each PARTY shall alternately strike a name from the list until only one name remains. The remaining person shall be the arbitrator. The order of the striking shall be determined by lot.

17.8.2 The fees and expenses of the arbitrator shall be borne equally between the DISTRICT and the ASSOCIATION. All other expenses shall be borne by the party incurring them. The arbitrator shall, as soon as possible, hear evidence and render an advisory recommendation on the issue(s) submitted. If the PARTIES cannot agree upon a submission agreement, the arbitrator shall determine the issue(s) by referring to the written grievance and the answer thereto at each step.

17.8.3 The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement or the written policies, rules, regulations and procedures of the DISTRICT.

17.8.4 The arbitrator shall submit his/her findings not later than twenty (20) days from the date of the close of the hearings or from the date the final statements and proofs are submitted to him/her. The arbitrator's findings of fact will be in writing and set forth his/her reasoning and recommendations on the issue(s) submitted.

17.9 **FINAL DECISION.** In the event that either party is not satisfied with the recommendation or recommendations of the arbitrator, he/she may appeal the decision in writing within ten (10) days to the Board of Trustees.

The Board alone has the power to render a final and binding determination of a grievance. The recommendation of the arbitrator shall only be advisory and if, upon review, the Board of Trustees determines that it is unable to render a final determination on the record, it may reopen the record for the taking of additional evidence.

17.10 **REPRESENTATION.** A unit member shall have the right to present grievances in accordance with these procedures with or without the intervention of the ASSOCIATION.

17.11 **ASSOCIATION NOTIFICATION.** In any instance where the ASSOCIATION is not represented in a grievance, the ASSOCIATION shall be notified of the intended disposition of the grievance ten (10) days prior to final action by the DISTRICT. The ASSOCIATION may respond in writing within the ten (10) day period.

17.12 **WAIVER.** The failure of the grievant to act within the prescribed time limits stated in this Article will act as a waiver of the grievance.

17.13 **DENIAL AND APPEAL.** The failure of the DISTRICT to issue a decision within the time limit at any step shall be deemed a denial and permit the grievant to proceed to the next step.

17.14 **SEPARATE GRIEVANCE FILE.** All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file. Such materials may be placed in a unit member's personnel file in cases where the document, communication or record may be relevant to a disciplinary matter.

17.15 **STATUS OF PARTIES PENDING OUTCOME.** As to matters related to the procedures of this Section, the DISTRICT'S action shall remain in effect pending the final outcome of the grievance.

ARTICLE 18: VACATIONS

- 18.1 **ACCUMULATION:** Unit members shall accrue annual vacation at the regular rate of pay earned at the time the vacation is commenced as follows:
- 18.1.1 The first day of the month following the date of initial employment is considered the day and month in determining vacation entitlement.
- 18.1.2 Full time unit members shall earn vacation at the rate of eight (8) hours per month during the first four (4) years of employment, at the rate of ten (10) hours per month beginning with the fifth year through the tenth year, at the rate of twelve (12) hours per month beginning with the eleventh year through the fifteenth year, and at the rate of fourteen (14) hours per month beginning with the sixteenth year of employment. Unit member working less than full-time shall earn vacation on a pro rata basis of the above. (See 18.10 for calculation.)
- A total of one additional vacation day will be earned effective with the 20th year of service.
A total of one additional vacation day will be earned effective with the 25th year of service.
- 18.2 **PARTIAL MONTHS.** Vacation earned by full time unit members for partial months worked will be prorated. Except for partial month of initial employment, vacation earned by full time unit members for a partial month worked will be prorated as follows:
- | | |
|-------------------|-------------------------------|
| Less than 1 week | 25% of a month's entitlement |
| 1 week to 2 weeks | 50% of a month's entitlement |
| More than 2 weeks | 100% of a month's entitlement |
- 18.3 **INITIAL SIX MONTHS:** Earned vacation shall not become a vested right and available to be taken until completion of the initial six (6) months of employment.
- 18.4 **RESIGNATION AND RETIREMENT.** Upon termination, a unit member shall be entitled to all unused vacation pay earned and accumulated up to the time of termination. A full time unit member who has worked a full year but resigns effective June 30 must take earned vacation time during the last working days in June.
- 18.5 **CONSECUTIVE FISCAL YEAR.** Vacations earned in two (2) different fiscal years may be combined and taken at one time if it does not exceed the maximum vacation entitlement of the most recent complete fiscal year. There must be a period of at least two (2) months of actual performance on the job between vacations that were earned in two (2) fiscal years, unless otherwise approved by the DISTRICT.
- 18.6 **VACATION SCHEDULING.** All earned vacation must be taken prior to December 31 of the year following the fiscal year in which it was earned.
- 18.7 **PRIOR APPROVAL.** All vacations must be approved in advance by the unit member's immediate supervisor and shall be taken at a time which is least disruptive of DISTRICT operations. A unit member's request for vacation must be responded to and answered by the immediate supervisor within ten (10) days of its receipt.
- 18.8 **UNAUTHORIZED ABSENCE.** Any unit member absent without being on approved vacation leave shall have deducted from his/her salary the appropriate amount covering such period. The DISTRICT reserves the right to take any appropriate disciplinary action against such unit member, including termination.
- 18.9 **VACATION INTERRUPTION.** A permanent unit member may interrupt or terminate his regular vacation leave in case of illness, and use sick leave before continuing regular leave or returning to work, subject to the following requirements:

18.9.1 The unit member must notify the DISTRICT Human Resources Office and/or his/her supervisor of the interruption or termination of his/her vacation prior to use of sick leave.

18.9.2 The DISTRICT Human Resources Office and/or the supervisor shall notify the unit member if he/she may continue his/her vacation leave, after use of sick leave, or if he/she must report to his/her normally assigned work.

18.9.3 Upon returning to the regularly assigned work, the unit member must furnish a doctor's medical certificate verifying the illness or injury which interrupted or terminated his/her vacation.

18.10 **VACATION ACCRUAL FORMULA.** Vacation for unit members shall be computed on an hourly basis, 173 hours being equal to one full-month of employment.

Months Worked	0-4 Years	5-10 Years	11-15 Years	16-19 Years	20 Years	25 Yrs & Over
173 Hours	8 hrs	10 hrs	12 hrs	14 hrs	14 ² / ₃	15 ¹ / ₃
346	16	20	24	28	29 ¹ / ₃	30 ² / ₃
519	24	30	36	42	44	46
692	32	40	48	56	58 ² / ₃	61 ¹ / ₃
865	40	50	60	70	73 ¹ / ₃	76 ² / ₃
1038	48	60	72	84	88	92
1211	56	70	84	98	102 ² / ₃	107 ¹ / ₃
1384	64	80	96	112	117 ¹ / ₃	122 ² / ₃
1557	72	90	108	126	132	136
1730	80	100	120	140	146 ² / ₃	153 ¹ / ₃
1903	88	110	132	154	161 ¹ / ₃	168 ² / ₃
2076	96	120	144	168	176	184

18.10.1 Vacations earned for partial months shall be as follows:
 Less than 40 hours 25% of a month's entitlement
 40 hours to 80 hours 50% of a month's entitlement
 80 hours or more 100% of a month's entitlement

18.10.2 Vacation benefits earned must be taken before December 31 of the fiscal year following that in which they were earned.

18.11 **VACATION PAY.** Vacation pay shall be based upon the unit member's salary at the time the vacation is taken.

18.12 **VACATION PAY UPON TERMINATION.** Upon termination a unit member shall be entitled to all unused vacation pay earned and accumulated up to the time of termination.

18.13 **STATUS REPORT ON VACATION.** All unit members will be issued an individual status report of vacation entitlement quarterly.

ARTICLE 19: HEALTH SERVICE, CONTINUATION AFTER RETIREMENT

19.1 **HEALTH COVERAGE AFTER RETIREMENT.** Any unit member who chooses early retirement or disability will continue to be eligible, if permitted by the carrier, to participate in one of the existing hospitalization/medical plan benefits pursuant to the provisions of Article 10, until age 65, subject to the following conditions.

19.2 **DISABILITY RETIREMENT.** To be eligible for health coverage while on Public Employee Retirement System disability retirement under this Article, the unit member shall have completed a minimum of five (5) continuous years service with the DISTRICT.

19.2.1 If the retiree is also on social security disability retirement, such medical coverage shall cease when the retiree becomes eligible for Medicare. A retiree on social security disability retirement is eligible for Parts A & B of Medicare two years after they are accepted for social security disability retirement. The DISTRICT medical coverage under this Article will cease as of that date and all Medicare premiums are the responsibility of the retiree.

19.3 **SERVICE RETIREMENT.** To be eligible for early service retirement under this Article, the unit member must either:

- a. Have attained the age of sixty (60) before terminating employment and have completed a minimum of ten (10) years continuous service with the DISTRICT or
- b. Have attained the age of fifty-five (55) before terminating employment and have completed a minimum of twenty (20) years continuous service with the DISTRICT.

19.3.1 The unit member must be an employee of the DISTRICT immediately preceding retirement and must retire under the Public Employee Retirement System.

19.4 Notwithstanding the foregoing, the following provisions apply to both service and disability health benefits:

- a. Medical coverage terminates on the death of the retiree.
- b. The retiree has the responsibility to notify the Human Resources Office of any change of address by certified mail.
- c. The retiree must annually truthfully respond to a status questionnaire from the Human Resources Office within forty-five (45) days of mailing. Failure to do so may result in termination of these benefits.
- d. Retirees covered under this Article may change from one DISTRICT offered medical plan to another by notifying the DISTRICT Human Resources Office prior to the end of the open enrollment period. Open enrollment periods may vary from year to year. Please contact the Human Resources Office to verify period.

ARTICLE 20: SEVERABILITY

20.1 If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE 21: EFFECT OF AGREEMENT

21.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over DISTRICT practices and procedures and over State Laws to the extent permitted by State law, and that in the absence of specific provisions in this Agreement, such practices and procedures are discretionary with the DISTRICT.

ARTICLE 22: SAFETY

22.1 **UNSAFE/UNSANITARY CONDITION.** Employees shall notify their immediate supervisor in writing concerning an unsafe or unsanitary condition in the DISTRICT directly affecting their physical welfare. The immediate supervisor shall acknowledge receipt of the written condition by initialing and dating the original request. Such initials acknowledge receipt only. Their immediate supervisor shall investigate said reported unsafe or unsanitary condition and advise

the employee of any findings and suggested corrective action within (5) working days of the receipt of the written request.

22.2 **SAFETY COMMITTEE.** The District shall allow for unit member representation on any committee appointed by the DISTRICT for the purpose of investigating, developing and promulgating safety programs which significantly affect unit members.

22.3 **PHYSICAL THREAT OR ASSAULT BATTERY.** Unit members shall immediately report to their supervisors all threats of physical harm or cases of assault and/or battery suffered by them in connection with their employment. Any student who has caused, attempted to cause, or threatened to cause physical injury to a bargaining unit member shall be suspended in accordance with Board Policy 5500, Standards of Student Conduct and Disciplinary Procedures. When requested by employee, the supervisor shall inform the affected unit member within five (5) days of the action taken.

ARTICLE 23: COMPLETION OF MEET AND NEGOTIATION

23.1 **TERM** The DISTRICT and ASSOCIATION agree to a three-year Agreement beginning with July 1, 2004 and ending on June 30, 2007. The DISTRICT further agrees that the agreement shall remain in full force and effect until completion of a binding successor agreement is reached by the parties or until exhaustion of the statutory PERB procedures involved in resolving contract negotiation disputes including impasse and fact-finding procedures.

23.2 **YEAR TWO REOPENERS/2005-2006 SCHOOL YEAR.** Both parties agree to open for negotiations Article 6: Hours & Overtime, Article 7: Pay & Allowances, Article 10: Health & Welfare Benefits, Article 11: Long Service Recognition, Article 14: Leaves, Article 15: Vacancies, Transfers, Voluntary Demotions, Closed Promotions, Article 17: Grievance Procedure, Article 18: Vacations, and Article 19: Health Service, Continuation After Retirement. Additionally, each party may open one new or additional article for negotiations.

23.3 **YEAR THREE REOPENERS/2006-2007.** Both parties agree to open for negotiations Article 6: Hours & Overtime, Article 7: Pay and Allowances and Article 10: Health and Welfare Benefits, Article 14: Leaves, Article 15: Vacancies, Transfers, Voluntary Demotions, Closed Promotions, Article 17: Grievance Procedure, Article 18: Vacations and Article 19: Health Service, Continuation After Retirement.

23.4 Both the DISTRICT and the CSEA bargaining teams shall recommend to their respective parties ratification of the tentative agreement reached on December 6, 2005.

This Agreement has been ratified by CSEA on: December 21, 2005

For the Association

Tina Gimple, CSEA President

This Agreement has been ratified by the Board on: January 12, 2006

For the Board:

Mary Sampson, President

APPENDIX A

THE APPROPRIATE UNIT:

Shall INCLUDE: All classified employees of the San Bernardino Community College DISTRICT

Shall EXCLUDE: All management, supervisory, and confidential employees as follows:

Administrative Assistant II
Assistant Director, Financial Aid
Asst Director, Institute for Training & Development
Bookstore Manager, CHC
Bookstore Manager, SBVC
Business Manager
Cafeteria/Snack Bar Manager
Chancellor
Chief Engineer, KVCR TV
College President
Custodial Supervisor
Dean
Development & Planning Supervisor, KVCR-TV/FM
Director & General Manager, KVCR-TV/FM
Director, Admissions & Records
Director, Computing & Information Services, SBCCD
Director, Distributed Education & Technology Services
Director, Financial Aid
Director, Fiscal Services
Director, Human Resources
Director, Professional Development Center
Director, Research & Planning
Director, Transportation
Director, Weekend Express & Mountain Communities
Director, Workforce Readiness Training/CAL WORKS
DISTRICT Director, Marketing & Public Affairs
Executive Administrative Assistant
Executive Director, Facilities, Planning & Administrative Services
Executive Director, Governmental Affairs
Grounds Supervisor
Human Resources Analyst
Human Resources Technician
Initiative Director, Applied Competitive Technology
Library Circulation Supervisor
Maintenance & Grounds Supervisor
Maintenance & Operations Coordinator
Maintenance Supervisor
Police Supervisor
Printing Operations Supervisor
Project Manager, PDC
Public Relations Officer
Risk Management and Benefits Analyst
Station Manager, KVCR-TV
Supervising Senior Accountant
Tool Room Supervisor
Vice Chancellor
Vice President
and substitute employees, short-term employees and student employee and any other management and supervisory position created during the term of this agreement.

APPENDIX B
EMPLOYEE PERFORMANCE REPORT

Employee _____ Social Security # _____
Last First

Classification Title _____

Department/Division _____

Evaluation Period: From _____ To _____ District Date of Hire _____
Month/Year Month/Year

This is designed to provide employees with information concerning job performance and personal development, and supply supervisors with a tool to assist in the objective appraisal of performance results and characteristics and to identify and address development needs.

PERFORMANCE RATING INSTRUCTIONS

- 5 – Exceptional performance with little or no room for improvement.
- 4 – Exceeds competent performance.
- 3 – Competent performance.
- 2 – Less than competent performance, room for improvement clearly exists.
- 1 – Significantly less than competent performance, major improvement required.
- N/A – No opportunity to observe and/or not pertinent to current duties and responsibilities.

Enter for each category below; the number which best describes the employee's performance.

KNOWLEDGE OF WORK:

Understanding of duties and procedures – job knowledge
Comments: _____

WORK QUANTITY:

Amount of work performed
Comments: _____

WORK QUALITY:

Accuracy, neatness, thoroughness
Comments: _____

WORK PLANNING:

Ability to layout or plan work, carry through and complete
Comments: _____

APPENDIX C
San Bernardino Community College District
Classified Salary Schedule
2004-05

Range	Classification	Step A	Step B	Step C	Step D	Step E
15		1,734	1,820	1,912	2,006	2,107
		10.00	10.50	11.03	11.57	12.16
		20,808	21,840	22,944	24,072	25,284
16	Food Service Worker	1,777	1,866	1,958	2,057	2,160
		10.25	10.77	11.30	11.87	12.46
		21,324	22,392	23,496	24,684	25,920
17	Art Assistant	1,821	1,913	2,007	2,108	2,214
	Bookstore Cust. Svc. Asst.	10.51	11.04	11.58	12.16	12.77
		21,852	22,956	24,084	25,296	26,568
18	Clerical Assistant I	1,867	1,959	2,058	2,161	2,269
	Food Service Specialist	10.77	11.30	11.87	12.47	13.09
	Head Cook	22,404	23,508	24,696	25,932	27,228
19	Child Development Aide	1,914	2,009	2,109	2,215	2,325
	Child Development Assistant	11.04	11.59	12.17	12.78	13.41
	Storekeeper I	22,968	24,108	25,308	26,580	27,900
20		1,961	2,059	2,162	2,270	2,384
		11.31	11.88	12.47	13.10	13.75
		23,532	24,708	25,944	27,240	28,608
21	Bookstore Assistant I	2,010	2,111	2,216	2,328	2,443
	Student Services Tech I	11.60	12.18	12.78	13.43	14.09
		24,120	25,332	26,592	27,936	29,316

22	Clerical Assistant II	2,060	2,163	2,271	2,385	2,505
	Library Media Clerk	11.88	12.48	13.10	13.76	14.45
	Mail Clerk	24,720	25,956	27,252	28,620	30,060
	Office Assistant					
	Switchboard Operator Tool Room Specialist I					

23	Custodian I	2,112	2,217	2,329	2,445	2,568
	Custodian/Delivery Driver	12.18	12.79	13.44	14.11	14.82
	Golf Course/Tennis Crt. Attendant	25,344	26,604	27,948	29,340	30,816
	Learning Resources Asst. Storekeeper II					

24	Campus Security Officer	2,165	2,273	2,387	2,507	2,631
		12.49	13.11	13.77	14.46	15.18
		25,980	27,276	28,644	30,084	31,572

25	Account Clerk I	2,219	2,330	2,446	2,569	2,698
	Bookstore Assistant II	12.80	13.44	14.11	14.82	15.57
	Marketing Tech Photo/Sports	26,628	27,960	29,352	30,828	32,376
	PE Equipment Specialist					
	Teaching Assistant Tool Room Specialist II					

26	A/R/R Clerk I	2,274	2,388	2,507	2,632	2,764
	Courier/Custodian	13.12	13.78	14.46	15.18	15.95
	Custodian II	27,288	28,656	30,084	31,584	33,168
	Grounds Caretaker					

27	Job Placement Specialist	2,331	2,448	2,570	2,699	2,834
	Secretary I	13.45	14.12	14.83	15.57	16.35
	Student Services Tech II	27,972	29,376	30,840	32,388	34,008

28	A/R/R Clerk II	2,389	2,510	2,634	2,766	2,904
	Bookstore Assistant III	13.78	14.48	15.20	15.96	16.75
	Library Tech I	28,668	30,120	31,608	33,192	34,848
	Producer, Radio					

29	Account Clerk II	2,450	2,572	2,701	2,836	2,978
	Assessment Technician	14.13	14.84	15.58	16.36	17.18
	Book Buyer	29,400	30,864	32,412	34,032	35,736
	Financial Aide Specialist I Purchasing Assistant					

30	Audiovisual Specialist I	2,511	2,635	2,767	2,906	3,051
	Lead Grounds Caretaker	14.49	15.20	15.96	16.77	17.60
	Payroll Accountant	30,132	31,620	33,204	34,872	36,612
	Printer/Reprod. Equip Operator					

31	A/R/R Clerk III	2,573	2,702	2,837	2,979	3,128
	College Outreach	14.84	15.59	16.37	17.19	18.05
	Library Tech II	30,876	32,424	34,044	35,748	37,536
	Secretary II Tutorial Coordinator					

32	Audiovisual Specialist II	2,638	2,770	2,909	3,053	3,206
	Computer Technician	15.22	15.98	16.78	17.61	18.50
	Instructional User Liaison	31,656	33,240	34,908	36,636	38,472
	Financial Aide Specialist II Program Assistant					

33	Accountant	2,704	2,839	2,981	3,130	3,286
	Asst. Bookstore Manager	15.60	16.38	17.20	18.06	18.96
	Graphics Specialist	32,448	34,068	35,772	37,560	39,432
	Job Developer					
	Lab Technician					
	Physics Equipment Tech Senior Account Clerk					

34	Athletic Trainer	2,771	2,910	3,056	3,208	3,369
	Audiovisual Specialist III	15.99	16.79	17.63	18.51	19.44
	Development Associate	33,252	34,920	36,672	38,496	40,428
	Instructional Media Technician					
	Maintenance Person					
	Printing Operation Specialist					
	Purchasing Agent					
	Warehouse Technician					

35	Secretary III	2,840	2,983	3,131	3,288	3,453
		16.38	17.21	18.06	18.97	19.92
		34,080	35,796	37,572	39,456	41,436

36	A & R Coordinator	2,912	3,057	3,210	3,371	3,539
	College Police Officer	16.80	17.64	18.52	19.45	20.42
	Financial Aid Coordinator	34,944	36,684	38,520	40,452	42,468

37	Instructional Assessment Tech.	2,984	3,134	3,291	3,455	3,628
	Planetarium Specialist	17.22	18.08	18.99	19.93	20.93
	Theater Tech	35,808	37,608	39,492	41,460	43,536

38	Broadcast Technician	3,059	3,213	3,373	3,541	3,719
	HVAC Technician	17.65	18.54	19.46	20.43	21.46
	Lead Maintenance Person	36,708	38,556	40,476	42,492	44,628

39	Administrative Assistant I	3,136	3,293	3,457	3,630	3,812
	Payroll Specialist	18.09	19.00	19.94	20.94	21.99
	Project Analyst	37,632	39,516	41,484	43,560	45,744
	Senior Accountant					

40	Police Corporal	3,214	3,375	3,543	3,721	3,906
	Programmer	18.54	19.47	20.44	21.47	22.53
	Production Continuity Coord, TV	38,568	40,500	42,516	44,652	46,872
	Public Information Officer Schedule Catalog Data Spec. Telecommunications Tech.					
41	Interpreting Services Specialist	3,295	3,459	3,632	3,814	4,004
		19.01	19.96	20.95	22.00	23.10
		39,540	41,508	43,584	45,768	48,048
42	Senior Producer, Radio Telecommunications Engineer	3,377	3,545	3,723	3,909	4,104
		19.48	20.45	21.48	22.55	23.68
		40,524	42,540	44,676	46,908	49,248
43	Departmental Network Spec. Outreach & Recruitment Tech.	3,461	3,634	3,816	4,006	4,207
		19.97	20.97	22.02	23.11	24.27
		41,532	43,608	45,792	48,072	50,484
44	Coord., Arts & Lectures Coord., Outside Comm. KVCR	3,547	3,725	3,911	4,107	4,312
		20.46	21.49	22.56	23.69	24.88
		42,564	44,700	46,932	49,284	51,744
45	Coord., Program Opns KVCR	3,636	3,818	4,009	4,210	4,420
		20.98	22.03	23.13	24.29	25.50
		43,632	45,816	48,108	50,520	53,040
46		3,727	3,914	4,109	4,315	4,531
		21.50	22.58	23.71	24.89	26.14
		44,724	46,968	49,308	51,780	54,372

47	Chief Engineer, Radio	3,820	4,011	4,212	4,423	4,644
	Producer/Director, TV	22.04	23.14	24.30	25.52	26.79
		45,840	48,132	50,544	53,076	55,728

48	Community Education Spec.	3,916	4,111	4,317	4,533	4,759
	Corporate Training Spec.	22.59	23.72	24.91	26.15	27.46
	Economic Develop. Liaison	46,992	49,332	51,804	54,396	57,108
	Food Safety Trainer					
	Internal Auditor					
	Professional Dev. Prog. Spec. Systems Analyst					

49		4,013	4,215	4,425	4,647	4,879
		23.15	24.32	25.53	26.81	28.15
		48,156	50,580	53,100	55,764	58,548

50	Development Director, KVCR	4,114	4,320	4,535	4,762	5,000
	Enterprise Network Specialist	23.73	24.92	26.16	27.47	28.85
	Program Coordinator, PDC	49,368	51,840	54,420	57,144	60,000

51		4,217	4,428	4,650	4,880	5,126
		24.33	25.55	26.83	28.15	29.57
		50,604	53,136	55,800	58,560	61,512

52		4,322	4,539	4,765	5,003	5,253
		24.93	26.19	27.49	28.86	30.31
		51,864	54,468	57,180	60,036	63,036

53	Senior Programmer Analyst	4,430	4,652	4,885	5,129	5,385
		25.56	26.84	28.18	29.59	31.07
		53,160	55,824	58,620	61,548	64,620

54		4,541	4,767	5,006	5,256	5,519
		26.20	27.50	28.88	30.32	31.84
		54,492	57,204	60,072	63,072	66,228

55		4,654	4,887	5,131	5,387	5,657
		26.85	28.19	29.60	31.08	32.64
		55,848	58,644	61,572	64,644	67,884

56		4,770	5,010	5,260	5,522	5,799
		27.52	28.90	30.35	31.86	33.46
		57,240	60,120	63,120	66,264	69,588

Effective: July 1, 2004
Board Approved: May 27, 2004

Revised: February 10,
2005

San Bernardino Community College District
Child Development Salary Schedule

221 Day Schedule - 12 Payroll Checks

Range	Classification	Step A	Step B	Step C	Step D	Step E
27	Child Development Specialist (formerly Asst. Child Care Teacher)	2,331 13.45	2,448 14.12	2,570 14.83	2,699 15.57	2,834 16.35
31	Lead Child Development Teacher	2,573 14.84	2,702 15.59	2,837 16.37	2,979 17.19	3,128 18.05

200 Day Schedule - 11 Payroll Checks

Range	Classification	Step A	Step B	Step C	Step D	Step E
27	Child Development Specialist (formerly Asst. Child Care Teacher)	2,331 13.45	2,448 14.12	2,570 14.83	2,699 15.57	2,834 16.35
31	Lead Child Development Teacher	2,573 14.84	2,702 15.59	2,837 16.37	2,979 17.19	3,128 18.05

Effective: July 1, 2004
Board Approved: May 27, 2004

**Appendix D 2005-2006
Classified Salary Schedule**

Range	Classification	Step A	Step B	Step C	Step D	Step E
15		1,807	1,897	1,993	2,091	2,196
		10.43	10.94	11.50	12.06	12.67
		21,684	22,764	23,916	25,092	26,352
16	Food Service Worker	1,852	1,945	2,041	2,144	2,251
		10.68	11.22	11.78	12.37	12.99
		22,224	23,340	24,492	25,728	27,012
17	Art Assistant	1,898	1,994	2,092	2,197	2,308
	Bookstore Cust. Svc. Asst.	10.95	11.50	12.07	12.68	13.32
		22,776	23,928	25,104	26,364	27,696
18	Clerical Assistant I	1,946	2,042	2,145	2,252	2,365
	Food Service Specialist	11.23	11.78	12.38	12.99	13.64
	Head Cook	23,352	24,504	25,740	27,024	28,380
19	Child Development Aide	1,995	2,094	2,198	2,309	2,423
	Child Development Assistant	11.51	12.08	12.68	13.32	13.98
	Storekeeper I	23,940	25,128	26,376	27,708	29,076
20		2,044	2,146	2,253	2,366	2,485
		11.79	12.38	13.00	13.65	14.34
		24,528	25,752	27,036	28,392	29,820
21	Bookstore Assistant I	2,095	2,200	2,310	2,426	2,546
	Student Services Tech I	12.09	12.69	13.33	14.00	14.69
		25,140	26,400	27,720	29,112	30,552

22	Clerical Assistant II	2,147	2,254	2,367	2,486	2,611
	Library Media Clerk	12.39	13.00	13.66	14.34	15.06
	Mail Clerk	25,764	27,048	28,404	29,832	31,332
	Office Assistant					
	Switchboard Operator Tool Room Specialist I					

23	Custodian I	2,201	2,311	2,428	2,548	2,677
	Custodian/Delivery Driver	12.70	13.33	14.01	14.70	15.44
	Golf Course/Tennis Crt. Attendant	26,412	27,732	29,136	30,576	32,124
	Learning Resources Asst. Storekeeper II					

24	Campus Security Officer	2,257	2,369	2,488	2,613	2,742
		13.02	13.67	14.35	15.08	15.82
		27,084	28,428	29,856	31,356	32,904

25	Account Clerk I	2,313	2,429	2,549	2,678	2,812
	Bookstore Assistant II	13.34	14.01	14.71	15.45	16.22
	Marketing Tech Photo/Sports	27,756	29,148	30,588	32,136	33,744
	PE Equipment Specialist					
	Teaching Assistant Tool Room Specialist II					

26	A/R/R Clerk I	2,370	2,489	2,613	2,743	2,881
	Courier/Custodian	13.67	14.36	15.08	15.83	16.62
	Custodian II	28,440	29,868	31,356	32,916	34,572
	Grounds Caretaker					

27	Campus Center Specialist	2,430	2,552	2,679	2,813	2,954
	Job Placement Specialist	14.02	14.72	15.46	16.23	17.04
	Secretary I	29,160	30,624	32,148	33,756	35,448
	Student Services Tech II					

28	A/R/R Clerk II	2,490	2,616	2,745	2,883	3,027
	Bookstore Assistant III	14.37	15.09	15.84	16.63	17.46
	Library Tech I	29,880	31,392	32,940	34,596	36,324
	Producer, Radio					

29	Account Clerk II	2,554	2,681	2,815	2,956	3,104
	Assessment Technician	14.73	15.47	16.24	17.05	17.91
	Book Buyer	30,648	32,172	33,780	35,472	37,248
	Financial Aide Specialist I					
	Purchasing Assistant					

30	Audiovisual Specialist I	2,617	2,746	2,884	3,029	3,180
	Lead Grounds Caretaker	15.10	15.84	16.64	17.48	18.35
	Payroll Accountant	31,404	32,952	34,608	36,348	38,160
	Printer/Reprod. Equip Operator					

31	A/R/R Clerk III	2,682	2,816	2,957	3,105	3,260
	College Outreach	15.47	16.25	17.06	17.91	18.81
	Library Tech II	32,184	33,792	35,484	37,260	39,120
	Secretary II					
	Tutorial Coordinator					

32	Audiovisual Specialist II	2,750	2,887	3,032	3,182	3,342
	Computer Technician	15.87	16.66	17.49	18.36	19.28
	Instructional User Liaison	33,000	34,644	36,384	38,184	40,104
	Financial Aide Specialist II					
	Program Assistant					

33	Accountant	2,818	2,959	3,107	3,262	3,425
	Asst. Bookstore Manager	16.26	17.07	17.93	18.82	19.76
	Graphics Specialist	33,816	35,508	37,284	39,144	41,100
	Job Developer					
	Lab Technician					
	Physics Equipment Tech					
	Senior Account Clerk					

34	Athletic Trainer	2,888	3,033	3,185	3,344	3,512
	Audiovisual Specialist III	16.66	17.50	18.38	19.29	20.26
	Development Associate	34,656	36,396	38,220	40,128	42,144
	Instructional Media Technician					
	Maintenance Person					
	Printing Operation Specialist					
	Purchasing Agent					
	Warehouse Technician					

35	Secretary III	2,960	3,109	3,263	3,427	3,599
		17.08	17.94	18.83	19.77	20.76
		35,520	37,308	39,156	41,124	43,188

36	A & R Coordinator	3,035	3,186	3,346	3,514	3,689
	College Police Officer	17.51	18.38	19.30	20.27	21.28
	Financial Aid Coordinator	36,420	38,232	40,152	42,168	44,268

37	Instructional Assessment Tech.	3,110	3,267	3,430	3,601	3,781
	Planetarium Specialist	17.94	18.85	19.79	20.78	21.81
	Theater Tech	37,320	39,204	41,160	43,212	45,372

38	Broadcast Technician	3,188	3,349	3,516	3,691	3,876
	HVAC Technician	18.39	19.32	20.28	21.29	22.36
	Lead Maintenance Person	38,256	40,188	42,192	44,292	46,512

39	Administrative Assistant I	3,269	3,432	3,603	3,784	3,973
	Payroll Specialist	18.86	19.80	20.79	21.83	22.92
	Project Analyst Senior Accountant	39,228	41,184	43,236	45,408	47,676

40	Police Corporal	3,350	3,518	3,693	3,878	4,071
	Programmer	19.33	20.30	21.31	22.37	23.49
	Production Continuity Coord, TV Public Information Officer Schedule Catalog Data Spec. Telecommunications Tech.	40,200	42,216	44,316	46,536	48,852

41	Interpreting Services Specialist	3,434	3,605	3,786	3,975	4,173
		19.81	20.80	21.84	22.93	24.08
		41,208	43,260	45,432	47,700	50,076

42	Senior Producer, Radio	3,520	3,695	3,880	4,074	4,278
	Telecommunications Engineer	20.31	21.32	22.38	23.50	24.68
		42,240	44,340	46,560	48,888	51,336

43	Departmental Network Spec.	3,607	3,788	3,977	4,175	4,385
	Outreach & Recruitment Tech.	20.81	21.85	22.94	24.09	25.30
		43,284	45,456	47,724	50,100	52,620

44	Coord., Arts & Lectures	3,697	3,883	4,076	4,281	4,494
	Coord., Outside Comm. KVCR	21.33	22.40	23.52	24.70	25.93
		44,364	46,596	48,912	51,372	53,928

45	Coord., Program Opns KVCR	3,790	3,980	4,179	4,388	4,607
		21.87	22.96	24.11	25.32	26.58
		45,480	47,760	50,148	52,656	55,284

46		3,885	4,080	4,283	4,498	4,723
		22.41	23.54	24.71	25.95	27.25
		46,620	48,960	51,396	53,976	56,676

47	Chief Engineer, Radio Producer/Director, TV	3,982	4,181	4,390	4,610	4,840
		22.97	24.12	25.33	26.60	27.92
		47,784	50,172	52,680	55,320	58,080

48	Community Education Spec.	4,082	4,285	4,500	4,725	4,960
	Corporate Training Spec.	23.55	24.72	25.96	27.26	28.62
	Economic Develop. Liaison	48,984	51,420	54,000	56,700	59,520
	Food Safety Trainer					
	Internal Auditor					
	Professional Dev. Prog. Spec.					
Systems Analyst						

49		4,183	4,393	4,612	4,844	5,085
		24.13	25.34	26.61	27.95	29.34
		50,196	52,716	55,344	58,128	61,020

50	Development Director, KVCR Enterprise Network Specialist Program Coordinator, PDC	4,288	4,503	4,727	4,963	5,212
		24.74	25.98	27.27	28.63	30.07
		51,456	54,036	56,724	59,556	62,544

51		4,395	4,615	4,847	5,086	5,343
		25.36	26.63	27.96	29.34	30.83
		52,740	55,380	58,164	61,032	64,116

52		4,505	4,731	4,967	5,215	5,475
		25.99	27.29	28.66	30.09	31.59
		54,060	56,772	59,604	62,580	65,700

53	Senior Programmer Analyst	4,617	4,849	5,092	5,346	5,613
		26.64	27.98	29.38	30.84	32.38
		55,404	58,188	61,104	64,152	67,356

54		4,733	4,969	5,218	5,478	5,752
		27.31	28.67	30.10	31.60	33.18
		56,796	59,628	62,616	65,736	69,024

55		4,851	5,094	5,348	5,615	5,896
		27.99	29.39	30.85	32.39	34.02
		58,212	61,128	64,176	67,380	70,752

56		4,972	5,222	5,482	5,756	6,044
		28.68	30.13	31.63	33.21	34.87
		59,664	62,664	65,784	69,072	72,528

Effective: July 1, 2005
Board Approved: July 14, 2005

San Bernardino Community College District Child Development Salary Schedule

221 Day Schedule - 12 Payroll Checks

Range	Classification	Step A	Step B	Step C	Step D	Step E
27	Child Development Specialist (formerly Asst. Child Care Teacher)	2,430	2,552	2,679	2,813	2,954
		14.02	14.72	15.46	16.23	17.04

31	Lead Child Development Teacher	2,682	2,816	2,957	3,105	3,260
		15.47	16.25	17.06	17.91	18.81

200 Day Schedule - 11 Payroll Checks

Range	Classification	Step A	Step B	Step C	Step D	Step E
27	Child Development Specialist (formerly Asst. Child Care Teacher)	2,430	2,552	2,679	2,813	2,954
		14.02	14.72	15.46	16.23	17.04

31	Lead Child Development Teacher	2,682	2,816	2,957	3,105	3,260
		15.47	16.25	17.06	17.91	18.81

Appendix E -San Bernardino Community College District
2006-2007 Classified Salary Schedule

Range	Classification	Step A	Step B	Step C	Step D	Step E
15		1,880	1,974	2,073	2,177	2,286
		10.85	11.39	11.96	12.56	13.19
		22,560	23,688	24,876	26,124	27,432
16	Food Service Worker	1,927	2,023	2,124	2,230	2,342
		11.12	11.67	12.25	12.87	13.51
		23,124	24,276	25,488	26,760	28,104
17	Art Assistant	1,975	2,074	2,178	2,287	2,401
	Bookstore Cust. Svc. Asst.	11.39	11.97	12.57	13.19	13.85
		23,700	24,888	26,136	27,444	28,812
18	Clerical Assistant I	2,025	2,126	2,232	2,344	2,461
	Food Service Specialist	11.68	12.27	12.88	13.52	14.20
	Head Cook	24,300	25,512	26,784	28,128	29,532
19	Child Development Aide	2,076	2,180	2,289	2,403	2,523
	Child Development Assistant	11.98	12.58	13.21	13.86	14.56
	Storekeeper I	24,912	26,160	27,468	28,836	30,276
20		2,127	2,233	2,345	2,462	2,585
		12.27	12.88	13.53	14.20	14.91
		25,524	26,796	28,140	29,544	31,020
21	Bookstore Assistant I	2,180	2,289	2,403	2,523	2,649
	Student Services Tech I	12.58	13.21	13.86	14.56	15.28
		26,160	27,468	28,836	30,276	31,788
22	Clerical Assistant II	2,234	2,346	2,463	2,586	2,715

	Library Media Clerk	12.89	13.53	14.21	14.92	15.66
	Mail Clerk Office Assistant Switchboard Operator Tool Room Specialist I	26,808	28,152	29,556	31,032	32,580

23	Custodian I	2,290	2,405	2,525	2,651	2,784
	Custodian/Delivery Driver	13.21	13.88	14.57	15.29	16.06
	Golf Course/Tennis Crt. Attendant Learning Resources Asst. Storekeeper II	27,480	28,860	30,300	31,812	33,408

24	Campus Security Officer	2,349	2,466	2,589	2,718	2,854
		13.55	14.23	14.94	15.68	16.47
		28,188	29,592	31,068	32,616	34,248

25	Account Clerk I	2,407	2,527	2,653	2,786	2,925
	Bookstore Assistant II	13.89	14.58	15.31	16.07	16.88
	Marketing Tech Photo/Sports PE Equipment Specialist Teaching Assistant Tool Room Specialist II	28,884	30,324	31,836	33,432	35,100

26	A/R/R Clerk I	2,466	2,589	2,718	2,854	2,997
	Courier/Custodian	14.23	14.94	15.68	16.47	17.29
	Custodian II Grounds Caretaker	29,592	31,068	32,616	34,248	35,964

27	Campus Center Specialist	2,529	2,655	2,788	2,927	3,073
	Job Placement Specialist	14.59	15.32	16.08	16.89	17.73
	Secretary I Student Services Tech II	30,348	31,860	33,456	35,124	36,876

28	A/R/R Clerk II	2,591	2,721	2,857	3,000	3,150
	Bookstore Assistant III	14.95	15.70	16.48	17.31	18.17

	Library Tech I Producer, Radio	31,092	32,652	34,284	36,000	37,800
29	Account Clerk II	2,658	2,791	2,931	3,078	3,232
	Assessment Technician	15.33	16.10	16.91	17.76	18.65
	Book Buyer	31,896	33,492	35,172	36,936	38,784
	Financial Aide Specialist I Purchasing Assistant					
30	Audiovisual Specialist I	2,723	2,859	3,002	3,152	3,310
	Lead Grounds Caretaker	15.71	16.49	17.32	18.18	19.10
	Payroll Accountant	32,676	34,308	36,024	37,824	39,720
	Printer/Reprod. Equip Operator					
31	A/R/R Clerk III	2,791	2,931	3,078	3,232	3,394
	College Outreach	16.10	16.91	17.76	18.65	19.58
	Library Tech II	33,492	35,172	36,936	38,784	40,728
	Secretary II Tutorial Coordinator					
32	Audiovisual Specialist II	2,862	3,005	3,155	3,313	3,479
	Computer Technician	16.51	17.34	18.20	19.11	20.07
	Instructional User Liaison	34,344	36,060	37,860	39,756	41,748
	Financial Aide Specialist II Program Assistant					
33	Accountant	2,932	3,079	3,233	3,395	3,565
	Asst. Bookstore Manager	16.92	17.76	18.65	19.59	20.57
	Graphics Specialist	35,184	36,948	38,796	40,740	42,780
	Job Developer					
	Lab Technician					
	Physics Equipment Tech Senior Account Clerk					
34	Athletic Trainer	3,005	3,155	3,313	3,479	3,653
	Audiovisual Specialist III	17.34	18.20	19.11	20.07	21.08
	Development Associate Instructional Media Technician	36,060	37,860	39,756	41,748	43,836

	Maintenance Person Printing Operation Specialist Purchasing Agent Warehouse Technician					
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35	Secretary III	3,080	3,234	3,396	3,566	3,744
		17.77	18.66	19.59	20.57	21.60
		36,960	38,808	40,752	42,792	44,928

36	A & R Coordinator	3,158	3,316	3,482	3,656	3,839
	College Police Officer	18.22	19.13	20.09	21.09	22.15
	Financial Aid Coordinator	37,896	39,792	41,784	43,872	46,068
	Financial Aid Outreach Coord.					

37	Instructional Assessment Tech.	3,236	3,398	3,568	3,746	3,933
	Planetarium Specialist	18.67	19.60	20.58	21.61	22.69
	Theater Tech	38,832	40,776	42,816	44,952	47,196

38	Broadcast Technician	3,317	3,483	3,657	3,840	4,032
	HVAC Technician	19.14	20.09	21.10	22.15	23.26
	Lead Maintenance Person	39,804	41,796	43,884	46,080	48,384
	A & R Evaluator					

39	Administrative Assistant I	3,402	3,572	3,751	3,939	4,136
	Payroll Specialist	19.63	20.61	21.64	22.73	23.86
	Project Analyst	40,824	42,864	45,012	47,268	49,632
	Senior Accountant					

40	Police Corporal	3,486	3,660	3,843	4,035	4,237
	Programmer	20.11	21.12	22.17	23.28	24.44
	Production Continuity Coord, TV	41,832	43,920	46,116	48,420	50,844
	Public Information Officer					
	Schedule Catalog Data Spec.					
	Telecommunications Tech.					

41	Interpreting Services Specialist	3,573	3,752	3,940	4,137	4,344
		20.61	21.65	22.73	23.87	25.06
		42,876	45,024	47,280	49,644	52,128

42	Senior Producer, Radio	3,663	3,846	4,038	4,240	4,452
	Telecommunications Engineer	21.13	22.19	23.30	24.46	25.68
		43,956	46,152	48,456	50,880	53,424

43	Departmental Network Spec.	3,753	3,941	4,138	4,345	4,562
	Outreach & Recruitment Tech.	21.65	22.74	23.87	25.07	26.32
		45,036	47,292	49,656	52,140	54,744

44	Coord., Arts & Lectures	3,847	4,039	4,241	4,453	4,676
	Coord., Outside Comm. KVCR	22.19	23.30	24.47	25.69	26.98
		46,164	48,468	50,892	53,436	56,112

45	Coord., Program Opns KVCR	3,944	4,141	4,348	4,565	4,793
		22.75	23.89	25.08	26.34	27.65
		47,328	49,692	52,176	54,780	57,516

46	Research Assistant	4,043	4,245	4,457	4,680	4,914
		23.33	24.49	25.71	27.00	28.35
		48,516	50,940	53,484	56,160	58,968

47	Chief Engineer, Radio	4,144	4,351	4,569	4,797	5,037
	Producer/Director, TV	23.91	25.10	26.36	27.68	29.06
		49,728	52,212	54,828	57,564	60,444

48	Community Education Spec.	4,248	4,460	4,683	4,917	5,163
	Corporate Training Spec.	24.51	25.73	27.02	28.37	29.79
	Economic Develop. Liaison	50,976	53,520	56,196	59,004	61,956
	Food Safety Trainer					
	Internal Auditor					
	Professional Dev. Prog. Spec.					

	Systems Analyst					
49		4,353	4,571	4,800	5,040	5,292
		25.11	26.37	27.69	29.08	30.53
		52,236	54,852	57,600	60,480	63,504
50	Development Director, KVCR	4,462	4,685	4,919	5,165	5,423
	Enterprise Network Specialist	25.74	27.03	28.38	29.80	31.29
	Program Coordinator, PDC	53,544	56,220	59,028	61,980	65,076
51	Web Developer	4,573	4,802	5,042	5,294	5,559
		26.38	27.70	29.09	30.54	32.07
		54,876	57,624	60,504	63,528	66,708
52		4,688	4,922	5,168	5,426	5,697
		27.05	28.40	29.82	31.30	32.87
		56,256	59,064	62,016	65,112	68,364
53	Senior Programmer Analyst	4,804	5,044	5,296	5,561	5,839
		27.72	29.10	30.55	32.08	33.69
		57,648	60,528	63,552	66,732	70,068
54		4,925	5,171	5,430	5,702	5,987
		28.41	29.83	31.33	32.90	34.54
		59,100	62,052	65,160	68,424	71,844
55		5,048	5,300	5,565	5,843	6,135
		29.12	30.58	32.11	33.71	35.39
		60,576	63,600	66,780	70,116	73,620
56		5,174	5,433	5,705	5,990	6,290
		29.85	31.34	32.91	34.56	36.29
		62,088	65,196	68,460	71,880	75,480

All new employees are placed on Step A of the salary schedule unless previous experience warrants a higher placement, which in no case exceeds Step C. Employees placed on Step A of the salary schedule will be advanced to Step B on the first of the month following six (6) consecutive months of service. Employees who are initially placed on any step other than Step A will be advanced to the next step on the first of the month following twelve (12) complete months of service. All advancements thereafter will be on a yearly basis.

**San Bernardino Community College District
2006-2007 Child Development Salary Schedule**

200 (11 Payroll Checks) and 221 (12 Payroll Checks) Day Schedule

Range	Classification	Step A	Step B	Step C	Step D	Step E
27	Child Development Specialist	2,529.00 17.17	2,655.00 18.02	2,788.00 18.92	2,927.00 19.87	3,073.00 20.86
31	Lead Child Development Teacher	2,791.00 18.94	2,931.00 19.89	3,078.00 20.88	3,232.00 21.92	3,394.00 23.02

All new employees are placed on Step A of the salary schedule unless previous experience warrants a higher placement, which in no case exceeds Step C.

Employees placed on Step A of the salary schedule will be advanced to Step B on the first of the month following six (6) consecutive months of service. Employees who are initially placed on any step other than

Step A will be advanced to the next step on the first of the month following twelve (12) complete months of service. All advancements thereafter will be on a yearly basis.

APPENDIX F
San Bernardino Community College District
 Course Approval and Reimbursement Form
 Enrollment Fees Employee-Outside District
 Article 7.16.6

Employee Name: _____ Social Security Number: _____

Classification: _____ Department: _____ Site: _____

Course Approval & Tuition Reimbursement

Classified employees on the classified employee salary schedule shall be eligible for 80% tuition cost reimbursement for courses completed outside of the DISTRICT with a grade of "C" or better which pertain to their classified position. Such reimbursement shall be actual costs not to exceed 18 semester units of coursework per year. However, no tuition cost paid by the DISTRICT is to exceed on a per unit basis cost of similar coursework at the University of California.

Only full-time classified employees who have completed their probationary period as a classified employee shall be eligible for this benefit.

All courses for which a classified employee seeks tuition reimbursement must have prior approval by their immediate supervisor and the Chancellor. If the request by the immediate supervisor is denied, it may be appealed to the President/Vice Chancellor, Fiscal Services.

COLLEGE / UNIVERSITY	COURSE	UNITS	TERM/DATES	TUITION COST
TOTAL TUITION COST				

I REQUEST PRIOR APPROVAL FOR TUITION REIMBURSEMENT FOR THE COURSE(S) LISTED ABOVE. THE COURSE(S) PERTAIN TO MY CLASSIFIED POSITION IN THE FOLLOWING WAY:

_____ I have attached proof of successful completion with a grade of "C" or better.

Employee Signature

Date

APPROVED **DENIED**

Immediate Supervisor Signature

Date

APPROVED **DENIED**

Chancellor Signature

Date

Reimbursement Request

I request that my tuition for the approved courses listed above be reimbursed. I have attached verification of successful completion of the course with a grade of "C" or better.

Employee Signature

Date

San Bernardino Community College District
Enrollment Fee Reimbursement - CSEA Bargaining Unit Member
Crafton Hills College/San Bernardino Valley College Courses
 Article 7.16

Employee Name: _____ Social Security Number _____

Classification: _____ Department: _____ Site: _____

Enrollment Fee Reimbursement

The DISTRICT shall reimburse permanent bargaining unit members employed at least twenty hours per week for credit courses, excluding community service courses, successfully completed with a grade of "C" or better at either of the two DISTRICT campuses provided all of the following conditions are satisfied:

- All classes must be taken outside of the regular scheduled working hours of the employee.
- Only those classes offered by either of the two DISTRICT campuses shall qualify for fee(s) reimbursement.
- To qualify for enrollment fee(s) reimbursement, an employee must present verification of successful completion of the course and out-of-pocket expense for enrollment fee(s) only.
- Enrollment fee reimbursement shall be limited to the current enrollment fee per semester for each employee.

Ref./Course #	COURSE	UNITS	TERM/DATES	College CHC/SBVC	Enrollment Fees
TOTAL					

I request that my enrollment fee(s) for the courses listed above be reimbursed. I am a permanent bargaining unit member employed by the District at least 20 hours per week. All classes were taken outside of my regular scheduled working hours. I have attached verification of the successful completion of the course with a grade of "C" or better and out-of-pocket expenses for enrollment fee(s) only.

Employee Signature

Date

APPROVED **DENIED**

Immediate Supervisor Signature

Date

APPROVED **DENIED**

Chancellor Signature

Date

San Bernardino Community College District
Enrollment Fee Reimbursement - CSEA Benefit Eligible Dependent
Crafton Hills College/San Bernardino Valley College Courses
 Article 7.17

Benefit Eligible Dependent Name: _____ School ID#: _____

District Employee Name: _____

Enrollment Fee Reimbursement

The DISTRICT shall reimburse benefit eligible dependents of permanent bargaining unit members employed at least twenty hours per week with one year of service for credit courses, excluding community service courses, successfully completed with a grade of "C" or better at either of the two DISTRICT campuses provided all of the following conditions are satisfied:

- Only those classes offered by either of the two DISTRICT campuses shall qualify for fee reimbursement.
- To qualify for enrollment fee reimbursement, the employee or benefit eligible dependent must present verification of successful completion of the course and out-of-pocket expense for enrollment fee(s) only.
- Enrollment fee reimbursement shall be limited to the current enrollment fee per semester for each benefit eligible dependent.

Ref./Course #	COURSE	UNITS	TERM/DATES	College CHC/SBVC	Enrollment Fees
TOTAL					

I request that my enrollment fee(s) for the courses listed above be reimbursed. I am a benefit eligible dependent of a permanent bargaining unit member employed by the district at least 20 hours per week. I have attached verification of the successfully completed course with a grade of "C" or better and out-of-pocket expenses for enrollment fee(s) only.

Benefit Eligible Dependent or Employee Signature

Date

APPROVED **DENIED**

Chancellor Signature

Date

APPENDIX H

**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
SCRIBE'S WAIVER**

In the event of any inadvertent omission or commission by the

scribe of the contract,

the original signed agreement shall prevail.