

COLLECTIVE BARGAINING AGREEMENT

CSEA Chapter 291
San Bernardino Community College District
July 1, 2020 - June 30, 2023



California School
Employees Association

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The San Bernardino Community College District complies with all state and federal rules and regulations and does not discriminate on the basis of race, color, national origin, gender, or disability. This holds true for all DISTRICT employment and opportunities. Harassment of any unit member/student with regard to race, color, national origin, gender, or disability is strictly prohibited. Inquiries regarding compliance and/or grievance procedures may be directed to the DISTRICT's Title IX Officer and/or Section 504/ADA Coordinator. The Title IX Officer and/or Section 504/ADA Coordinator is the Vice Chancellor of Human Resources, or designee, The Office of Human Resources, 550 E. Hospitality Lane, Suite 200, San Bernardino, CA 92408, (909) 388-6950.

PREAMBLE

This is an Agreement made and entered into on the 1st day of July 2020, between the San Bernardino Community College District, hereinafter referred to as DISTRICT, and California School Employees Association and its 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 **ACKNOWLEDGMENT.** The DISTRICT recognizes the ASSOCIATION as the exclusive representative for all classified unit members except those positions identified in **Appendix A**, of this Agreement.
- 1.2 The DISTRICT agrees to adhere to Education Code Section 88003.1 and the ASSOCIATION retains the right to negotiate. The ASSOCIATION will be provided evidence that all conditions are met:
- 1.2.1 The Board of Trustees 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 unit members. 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 the 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 company, 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:
 - i. The contract is for new DISTRICT functions and the legislature has specifically mandated or authorized the performance of the work by independent contractors.
 - ii. The services contracted are not available within the DISTRICT, cannot be performed satisfactorily by DISTRICT unit members, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the DISTRICT.

- iii. 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.
- iv. 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.
- v. 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 sixty (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.
- vi. 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.
- vii. 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.
- viii. 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 kind and levels of services to be provided and methods and means of providing them (see **Article 1**);
 - Establish the educational policies, goals, and objectives;
 - Ensure the rights and educational opportunities of students;
 - Determine staffing patterns;
 - Determine the number and kind of personnel required;
 - Direct the work of unit members;
 - Maintain the efficiency of DISTRICT operations;
 - Determine the curriculum;
 - Build, move or modify buildings and facilities;
 - Establish budget procedures and determine budgetary allocation;
 - Determine methods of raising revenue; and
 - Determine the level of safety standards to comply with Federal and State requirements.

The DISTRICT also retains the right to hire, classify/reclassify, evaluate, promote, lay off, terminate, and discipline unit members.

- 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 that could not have been reasonably foreseen and which when not acted upon might incur a 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 unit members, 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 unit members, the DISTRICT may, in addition to other remedies, discipline such unit members up to and including discharge. Unit members 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 unlawfully 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 18 of this Agreement.
- 3.2 **NON-DISCRIMINATION.** The DISTRICT and the ASSOCIATION agree to adhere to a policy of non-discrimination and to comply with all Federal and State laws, regulations, and mandates. To that end, no unit member shall be appointed, reduced, removed, or in any way favored or discriminated against because of their protected status as defined in the DISTRICT's Non-Discrimination policy.

ARTICLE 4: DUES AND ORGANIZATIONAL SECURITY

4.1 DUES DEDUCTIONS.

- 4.1.1 The ASSOCIATION has the sole and exclusive right to have unit member organization membership dues deducted by the DISTRICT for unit members.
- 4.1.2 **Payroll Deductions.** Upon written notification by the ASSOCIATION, the DISTRICT shall deduct the amount of ASSOCIATION dues, in accordance with the ASSOCIATION dues schedule, from the wages or salary of bargaining unit members and pay such dues to the ASSOCIATION. Any changes in the ASSOCIATION's base dues percentages or amounts will be submitted to the DISTRICT, in writing, thirty (30) days prior to the effective date of such changes. The ASSOCIATION shall also send the DISTRICT a copy of the notification of the increase that has been sent to all bargaining unit members.
- 4.1.3 The DISTRICT shall, without charge, pay to the ASSOCIATION within fifteen (15) days of the deduction, all sums so deducted.
- 4.1.3.1 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.
- 4.1.4 **New Employee Orientation and Bargaining Unit Data / AB 119 MOU.** The DISTRICT and ASSOCIATION have agreed to an MOU implementing the provisions of AB 119, which is enclosed herein as **Appendix I** (MOUs) to this Collective Bargaining Agreement. The PARTIES AB 119 MOU includes provisions concerning employee orientation procedures and the regular provisions to the ASSOCIATION of classified bargaining unit data. The date, time, and place of any new employee orientation meeting shall not be disclosed to anyone other than DISTRICT employees, the ASSOCIATION representative, or any vendor contracted to provide a service at the orientation.
- 4.1.5 **Questions Regarding CSEA Membership or CSEA Dues.** The DISTRICT shall refer all unit member questions about CSEA membership or CSEA dues to the ASSOCIATION Chapter President. The DISTRICT shall rely upon written notification from the ASSOCIATION prior to processing any dues revocation request. The ASSOCIATION shall not unreasonably delay providing notice to the DISTRICT of any change in the employee's membership status.

- 4.2 **INDEMNIFICATION.** The ASSOCIATION agree(s) to indemnify and hold harmless the DISTRICT against any and all liabilities, claims, or actions which may be brought against the DISTRICT, the DISTRICT's Board of Trustees individually or collectively, or the DISTRICT's officers, unit members and/or agents, for any claims made by a unit member arising out of or in connection with this Article, including claims made due to payroll deductions made in reliance on information provided by the ASSOCIATION to the DISTRICT to cancel or change membership dues authorization, including reimbursement for all costs, expenses, fees and judgments incurred by the DISTRICT in providing an effective defense against all lawsuits or other legal proceedings, arising out of and in connection with this Article. The ASSOCIATION shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried, or appealed.
- 4.3 **OUT-OF-PAY STATUS.** The provision of **Section 4.1** shall not apply during periods when a unit member is in out-of-pay status for more than thirty (30) days. If a unit member is subsequently compensated for time originally or previously identified as out-of-pay status, the unit member's appropriate and regular representational dues or fees for this time shall be deducted and paid to the ASSOCIATION.

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 Educational 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 unit members 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 the appropriate site administrator and all costs of materials are borne by the ASSOCIATION, unless waived by the Chancellor/or designee.

The DISTRICT will provide the Chapter with permanent designated office space to conduct ASSOCIATION business at each DISTRICT site.

5.2.4 **Copies of the Contract.** The DISTRICT agrees to provide an electronic version and paper copies of this Agreement to all unit members after the execution of re-opener and successor contract agreements. The DISTRICT will furnish the ASSOCIATION with hard copies, by request. At the completion of each negotiation period, the DISTRICT and ASSOCIATION will agree on a date when contract copies will be distributed. All new unit members shall be provided a copy of this Agreement by the DISTRICT at the time of employment.

5.2.5 **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.

5.2.6 **Assignment Information.** The DISTRICT shall make available within ten (10) working days of the start of Fall and Spring semester, and Summer term or upon initial employment of new unit members all public documents relating to work schedules. Including but not limited to first and last name of the unit member, job title, department, immediate supervisor (first and last name and job title), workdays of the workweek, and beginning and end time of work shift.

a. All information requested will be provided through an excel file.

5.2.7 **Board Agenda.** The DISTRICT shall provide the ASSOCIATION President with a printed copy of the Board Book as well as copies of the agenda prior to the meetings of the Board of Trustees.

5.2.8 **PAID RELEASE TIME.**

5.2.8.1 **Presidential Paid Release Time.** The President of the ASSOCIATION or designee shall be granted six-hundred and fifty (650) hours of paid release time per fiscal 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. The DISTRICT shall provide the ASSOCIATION the following release time to unit members:

a. The Chapter President shall inform the Vice-Chancellor, Human Resources, or their designee, by email at least five (5) days in advance, when possible, prior to the release date and time.

b. Any hours beyond the six-hundred and fifty (650) hours require approval of the DISTRICT.

c. Any hours used by unit members as Presidential Paid Release Time shall be noted as "PRT" on the unit member's work report.

The ASSOCIATION shall be granted one (1) hour of release time per semester to meet with all bargaining unit members to conduct the business of the ASSOCIATION. The meetings may be scheduled during the workday as long as there is a two (2) week advance notice provided to the DISTRICT.

5.2.8.2 **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.

- a. The Chapter President shall inform the Vice-Chancellor, Human Resources, or their designee, by email at least fifteen (15) days in advance, when possible, prior to the release date and time.
- b. Any hours used by unit members as Annual Conference Paid Release Time shall be noted as “ACRT” on the unit member’s work report.

5.2.8.3 **State-Level Committee Paid Release Time.** The ASSOCIATION may use up to eighty (80) hours of paid release time per fiscal year for attendance at state-level activities. This shall apply only to duly appointed state-level committee members who are members of the CHAPTER.

- a. The ASSOCIATION will furnish the DISTRICT with a list of appointed state-level committee members who are members of this CHAPTER within thirty (30) calendar days of the appointment.
- b. Authorized committee members shall submit an official notice of ASSOCIATION- related absence in writing to the DISTRICT at least five (5) working days, when possible, prior to the release date and time.
- c. Any hours beyond eighty (80) hours requires approval of the DISTRICT.
- d. Any hours used by unit members as State-Level Office Paid Release Time shall be noted as “SRT” on the unit member’s work report.

5.2.8.4 **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 their regular work duties, with pay, when grievance resolution meetings are scheduled during regular working hours.

- a. The Chapter President or designee shall notify the Vice-Chancellor, Human Resources, or their designee of authorized Stewards who may request release time.
- b. Any hours used by unit members as Release Time for Grievance Processing shall be noted as “CRT” on the unit member’s work report.

- c. For record-keeping purposes and so that coverage can be provided, unit members shall inform their immediate supervisor by email at least five (5) days in advance, when possible, prior to the release date and time.

5.2.8.5 Release Time for Negotiations Processing. The ASSOCIATION shall have the right to designate five (5) unit members who shall be given reasonable time without loss of compensation to prepare for and participate in matters of employer-employee relations. In addition, each ASSOCIATION negotiations team member will receive reasonable time for travel to and from the negotiations site and shall receive five (5) hours per week to work on proposals and/or counterproposals, not to include travel and scheduled break times. Additional time may be requested through the Vice-Chancellor of Human Resources. No more than one (1) person from a single department shall be appointed to the negotiating team. The Chapter President may designate additional unit members under this provision for the ASSOCIATION ratification processes for tentative agreements agreed to with the DISTRICT.

- a. Any hours used by unit members as Release Time for Negotiations Processing shall be noted as “CRT” on the unit member’s work report.
- b. Unit members shall inform their immediate supervisors by email at least five (5) days in advance, when possible, prior to the release date and time.

5.2.8.6 Release Time for New Hire Employee Orientation. Reasonable paid release time shall be used by the ASSOCIATION for the purpose of preparing and presenting information on CSEA membership at new hire employee orientations. When possible, an ASSOCIATION representative will be designated by the Chapter President to attend the DISTRICT scheduled orientation to be conducted.

- a. Any hours used by unit members as Release Time for New Hire Employee Orientation shall be noted as “NEO” on the unit member’s work report.
- b. Unit members shall inform their immediate supervisors by email at least five (5) days in advance, when possible, prior to the release date and time.

ARTICLE 6: HOURS OF WORK & OVERTIME

- 6.1 **WORK YEAR.** The standard work year for full-time unit members shall be two-hundred and sixty (260) working days. Any year that exceeds the standard two-hundred and sixty (260) working days (e.g. 261 or 262), the DISTRICT will calendar the additional day(s) as non-contract day(s) before or after the Winter Recess period outlined in **Article 12**. During such years, the DISTRICT will provide notification to the ASSOCIATION on or before July 1st of the fiscal year affected.
- 6.2 **WORKWEEK.** The regular recurring seven (7) day workweek shall be Monday through Sunday. The regular workweek for full-time unit members shall be forty (40) hours on five (5) consecutive days Monday through Friday and the regular workday of 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 ten (10) hour per day, four (4) consecutive days, forty (40) hours per workweek (4/10 workweek) for unit members in accordance with the provisions of **Section 6.5**.
- 6.3 **WORKDAY.** Each position in the unit shall be assigned a minimum number of assigned hours per day, days per workweek, and days per year. 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 shall establish the specific hours of employment upon hire, including the beginning and ending times, for unit members at each work site.
- 6.4 **PERMANENT CHANGES TO WORK SCHEDULE.** The DISTRICT may change a unit member's permanent work schedule, beginning and ending times, provided that it gives the unit member and the ASSOCIATION twenty-one (21) calendar days' notice, except in emergency circumstances (see **Article 2.3**). 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. The immediate supervisor will complete a Schedule Change Request Form (**Appendix B**) and submit it to the Office of Human Resources. Any changes to a permanent schedule shall be mutually agreed upon by the DISTRICT and ASSOCIATION.
- 6.5 **ALTERNATIVE WORK SCHEDULE.** The DISTRICT shall notify the ASSOCIATION in writing of the intent to establish an alternate work schedule in accordance with Education Code Section 88040.
- 6.5.1 **Summer Workweek.** It is the intent for all unit members to participate in the 4/10 schedule during the summer.

- a. The DISTRICT will notify the ASSOCIATION in writing by February 1st, of its intent to have the 4/10 workweek during the summer months. The ASSOCIATION shall notify the DISTRICT in writing within ten (10) working days of its intent to negotiate the beginning and ending dates, and such negotiations shall be completed no later than March 1st.
- b. Should there be a business need to exclude a department(s) from participating in the alternate 4/10 work schedule, the DISTRICT and the ASSOCIATION will meet to discuss the DISTRICT's proposal as early as possible.

6.6 For the purpose of computing the number of hours worked, the time during which the unit member is excused from work because of holidays, sick leave, vacation, compensatory time off, or other paid leaves of absence, shall be considered as time worked by the unit member; provisions of the Fair Labor Standards Act (hereinafter FLSA) shall be applied.

6.7 **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. The lunch period shall not be less than thirty (30) minutes nor more than sixty (60) minutes and the immediate supervisor shall schedule the lunch period at or about the midpoint of a full-time unit member's work schedule. Lunch periods and rest periods cannot be combined to shorten the workday.

6.8 **REST PERIODS.** Unit members whose regular work schedule is between three (3) and six (6) hours per day shall receive one (1) fifteen (15) minute rest period per day. Unit members whose regular work schedule is in excess of six (6) hours shall receive two (2) fifteen (15) minute rest periods per day. For each ten (10) hour shift, a unit member shall be entitled to two (2) twenty (20) minute paid breaks. 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 duty-free, a part of the regular workday, and shall be compensated at the regular rate of pay. Lunch periods and rest periods cannot be combined to shorten the workday.

6.9 **OVERTIME.** Overtime includes any time required to be worked in excess of eight (8) hours in any one (1) workday, or any time required to be worked in excess of ten (10) hours in any one (1) workday during a 4/10 work schedule, or any time in excess of forty (40) hours in any seven (7) consecutive day work period or calendar week. The unit member reserves the right to determine the type of compensation received.

6.9.1 The DISTRICT shall provide either compensation or compensatory time off as determined by the unit member at a rate equal to one and one-half (1.5) times the regular rate of pay for the unit member. 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 6.9.**

6.9.2 The workweek for any unit member having an average workday of four (4) hours or more during the workweek shall consist of no more than five (5) consecutive working days. Unit members shall be compensated for any work directed by the DISTRICT to be performed on the sixth (6th) and seventh (7th) day at a rate equal to one and one-half (1.5) 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, be compensated at a rate equal to one and one-half (1.5) times the regular rate of pay of such unit member.

6.9.3 The authorization of any overtime shall rest with the DISTRICT management and any and all overtime must be received prior approval from the immediate supervisor. Unit members who repeatedly work unauthorized overtime and have been counseled may be subject to progressive discipline in **Article 17**.

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

6.9.4 All approved overtime hours must be reported monthly to the payroll office on the DISTRICT overtime timesheet form. All overtime earned must be paid no later than the next available pay cycle. Overtime shall be paid to the nearest one-quarter (1/4) hour increment.

6.9.5 The calculation of the regular rate of pay for overtime purposes shall include the monthly rate of pay as determined under **Article 7.1** plus one-twelfth (1/12) of any earned long service recognition pursuant to **Article 11**.

6.10 **OVERTIME DISTRIBUTION.** Overtime work shall be assigned as equally as is practical among qualified unit members in the same classification and department, taking into consideration the nature of the work to be performed and the needs of the DISTRICT. Assignment of overtime shall not be arbitrary or capricious.

6.10.1 When there are two (2) or more unit members in the same classification and department, overtime shall be offered in the following order of priority:

a. On a rotational basis, based on seniority, determined by hire date, among those unit members in the same classification and department who normally perform the work involved.

b. When no unit member elects to work overtime, assignment shall be based on inverse order of seniority.

6.10.2 Where the assignment of overtime would constitute an undue hardship on the unit member and the unit member objects, the immediate supervisor shall attempt to identify other qualified unit members desirous of working overtime before directing such unit member to work overtime.

6.11 **COMPENSATORY TIME OFF.** Unit members may elect to earn compensatory time off in lieu of cash compensation for overtime work. The unit member will notify their immediate supervisor of their election at the time the overtime is assigned. The unit member reserves the right to determine the type of compensation received.

6.11.1 All overtime for which compensatory time is granted must be reported monthly to the payroll office on the Classified Contract Comp Timesheet. Compensatory time off shall be granted at the rate of one and one-half (1.5) times the number of overtime hours worked.

6.11.2 The DISTRICT shall total the number of hours of compensatory time off for each unit member on or about September 1st of a given year. The DISTRICT shall pay unit members in cash for all accumulated compensatory time accrued as of this date. Such payment is to be based on the unit member's rate of pay at the time compensatory time off was earned.

6.11.3 Unit members who request compensatory time off shall do so by submitting a compensatory time off request form to their immediate supervisor for approval and shall be taken at a time which is least disruptive to DISTRICT operations. A unit member's request for compensatory time off must be responded to and answered by the immediate supervisor within forty-eight (48) hours of its receipt. Every effort will be made by the DISTRICT to accommodate a unit member's request to take compensatory time.

ARTICLE 7: PAY AND ALLOWANCES

7.1 **RATE OF PAY.** The DISTRICT will increase the Classified Salary Schedule approved by the Board of Trustees as follows:

- a. Effective July 1, 2019, the current five (5) step salary schedule (A through E) will be increased by an additional one (1) step to a six (6) step salary schedule (A through F) as follows:
 - i. Five (5) percent between steps A through E. Three (3) percent between steps E through F and two and a half (2.5) percent between ranges;
 - ii. Ranges 16 and 17 will be removed; and
 - iii. All step increases will be given to the unit members on their anniversary date with the DISTRICT.
- b. For the fiscal year 2021-2022, the DISTRICT will provide all current unit members in paid status as of the date of notice to the DISTRICT of the ASSOCIATION Policy 610 approval, a one (1) time off-salary schedule payment totaling four thousand dollars (\$4,000) payment shall be received no later than two (2) pay cycles following the notice.
- c. Effective July 1, 2022, the salary schedule will increase by five percent (5) percent for all unit members. The increase shall not in any way prevent the ASSOCIATION or the DISTRICT from re-opening **Article 7: Pay and Allowances** for the 2022-2023 year as outlined in **Article 25: Completion of Meet and Negotiations**.

7.2 **SHIFT DIFFERENTIAL.**

- 7.2.1 **Sunrise Shift.** The regular assigned working hours on at least one (1) day of the normal five (5) day workweek begins at 5:00 a.m. or earlier. Alternate work schedules such as 4/10 are excluded from receiving a sunrise differential. The DISTRICT shall pay a shift differential at the rate of one and a half (1.5) percent of a unit member's daily rate for a sunrise shift.
- 7.2.2 **Twilight Shift.** The regular assigned working hours on at least one (1) day of the normal five (5) day workweek go beyond 6:00 p.m. Alternate work schedules such as 4/10 are excluded from receiving a twilight differential. The DISTRICT shall pay a shift differential at the rate of one and a half (1.5) percent of a unit member's daily rate for a twilight shift.

- 7.2.3 **Swing Shift.** The regular assigned working hours, on at least one (1) day of the normal five (5) day workweek, begins at 11:00 a.m. or later and goes beyond 7:30 p.m. The DISTRICT shall pay a shift differential at the rate of two and a half (2.5) percent of the unit member's daily rate for a swing shift.
- 7.2.4 **Graveyard Shift.** The regular assigned working hours, on at least one (1) day of the normal five (5) day workweek begins at 7:00 p.m. or later and goes beyond 3:00 a.m. The DISTRICT shall pay a shift differential at the rate of five (5) percent of the daily rate for a graveyard shift.
- 7.2.5 **Split Shift.** The regular assigned working hours are split by a break of two (2) or more hours on at least one (1) day of the normal five (5) day workweek. The DISTRICT shall pay a shift differential at the rate of two and a half (2.5) percent of the unit member's daily rate for a split shift.
- 7.2.6 **Split Shift and Swing Shift.** Unit members must be concurrently working a split shift and a swing shift in accordance with the provisions of a split shift and a swing shift. The DISTRICT shall pay a shift differential at the rate of five (5) percent of the unit member's daily rate for a split shift and swing shift.
- 7.2.7 **Split Shift and Graveyard Shift.** Unit members must be concurrently working a split shift and a graveyard shift in accordance with the provisions of a split shift and a graveyard shift. The DISTRICT shall pay a shift differential at the rate of seven and a half (7.5) percent of the unit member's daily rate for a split shift and graveyard shift.
- 7.3 **STIPENDS.** Stipends will be paid for services and/or skills a unit member provides the DISTRICT as listed below.
- 7.3.1 The DISTRICT will pay a bilingual stipend of \$50.00 per month for each foreign language a unit member is required to verbally translate, including American Sign Language (ASL). Stipend payments shall be retroactive to the month after successfully passing the examination.
- 7.3.2 The DISTRICT and the ASSOCIATION will mutually agree upon the locations and the unit member(s) within the DISTRICT sites for sixty (60) eligible members to receive the bilingual stipend. The DISTRICT reserves the right to determine the competency examination method that determines a member's ability to verbally translate and the examination's content for each stipend skill set.

- 7.3.2.1 **Bilingual Unit Members.** Unit members who desire to receive the bilingual stipend shall notify the DISTRICT of their intent to take the competency examination prescribed by the DISTRICT. The examination shall be offered annually in March. Those unit members achieving a score of eighty (80) percent or higher shall be placed in an eligibility pool. The eligibility pool list of up to sixty (60) unit members, will be provided to the ASSOCIATION during April of each year. Once a unit member has been placed in the eligibility pool, they shall remain eligible for the remainder of their employment with the DISTRICT without further examinations required.
- 7.3.2.2 In the event that more than one individual is qualified within a designated area, the criteria for assignment will be:
- a. Needs of the department;
 - b. Proximity of the area(s) of service within the department designated by the DISTRICT;
 - c. Shift availability; and
 - d. Initial date of hire with the DISTRICT in the classified bargaining unit.
- 7.3.2.3 Once identified, such unit member(s) shall receive the stipend for a minimum of two (2) years unless they notify the DISTRICT and ASSOCIATION in writing that they choose to discontinue such service. Thereafter, the stipend will no longer be paid beginning with the first available payroll period after notification.
- 7.3.2.4 The DISTRICT shall offer the stipend to the next unit member in the eligibility pool based on the criteria listed in Section 7.3.2.2 above assuming there are other unit members in the eligibility pool. Such practice will continue bi-annually thereafter. However, after the two (2) year period this clause does not preclude or limit unit members in any given area/department to receive this stipend for more than two (2) years to meet departmental needs.
- 7.3.2.5 Unit member(s) receiving the stipend shall continue to receive the stipend even if they are administratively transferred to a different assignment/location due to reorganization during the two (2) year period.

7.3.2.6 As the bilingual stipend is a negotiated benefit available to unit members in the classified unit, eligible unit member(s) shall be offered the opportunity to provide such service and be paid the stipend prior to permitting and/or requiring any other DISTRICT employee or volunteer outside the unit to provide such service regardless of whether such DISTRICT employee or volunteer receives additional compensation or not.

7.3.3 **Bi-Literate Unit Member.** The DISTRICT will pay a bi-literate stipend of \$50.00 per month for each foreign language a unit member is required to translate or interpret written material.

7.3.3.1 Unit members who desire to receive the bi-literate stipend shall notify the DISTRICT of their intent to take the competency examination prescribed by the DISTRICT. The examination shall be offered annually in March. The eligibility pool list of up to sixty (60) unit members, will be provided to the ASSOCIATION during April of each year. Those unit members achieving a score of eighty (80) percent or higher shall be placed on the list. Once a unit member has been placed on the list, they shall remain on the list for the remainder of their employment with the DISTRICT without further examinations required.

7.3.3.2 Once identified, such unit member(s) shall receive the stipend for a minimum of two (2) years unless they notify the DISTRICT and ASSOCIATION in writing that they choose to discontinue such service. Thereafter, the stipend will no longer be paid beginning with the first available payroll period after notification.

7.3.3.3 The DISTRICT shall negotiate with the ASSOCIATION which job classifications will receive the bi-literate stipend in April immediately after testing.

7.3.3.4 The DISTRICT and the ASSOCIATION will mutually agree upon the locations within the DISTRICT sites to receive the bi-literate stipend. The DISTRICT reserves the right to determine the competency examination method that reflects unit member's ability to translate/interpret and/or compose written material and the examination's content used to identify unit members who qualify for the stipend.

7.3.3.5 As the bi-literate stipend is a negotiated benefit available to unit members in the classified unit, eligible unit members shall be offered the opportunity to provide such service and be paid the stipend prior to permitting and/or requiring any other DISTRICT employee or volunteer outside the unit to provide such service regardless of whether such DISTRICT employee or volunteer receives additional compensation or not.

7.3.4 **STAFF DEVELOPMENT / PROFESSIONAL GROWTH STIPEND.**

7.3.4.1 The staff development and professional growth programs are designed to encourage unit members to continue educational and professional development and to promote activities which will assist unit members in acquiring knowledge and skills necessary to maintain and improve job performance. The DISTRICT will promote opportunities for unit members to reach maximum levels of professional potential and provide training in specific technical knowledge and job-related skills.

7.3.4.1.1 All funding designated by the State of California specifically for Classified Professional Development shall be negotiated with the ASSOCIATION for the use of the funding. Funding sources include but not limited to:

- a. Classified School Employee Professional Development Block Grant Program
- b. Professional Development Funds from the Funding Allocation Formula.

7.3.4.2 The DISTRICT and the ASSOCIATION shall ensure that an advisory committee is established pursuant to AB 2558 and composed of unit member representatives and shall include an appointed CSEA representative. Once the DISTRICT's development program is developed, upon request of either the DISTRICT or the ASSOCIATION, the PARTIES will meet to negotiate impact and effects.

7.3.4.3 To recognize and celebrate the accomplishments of classifieds contribution to the DISTRICT, the parties agree to the following:

- a. The DISTRICT will allocate one (1) week but no more than seven (7) days as Classified Week (CSEW) during the months of May or June and two (2) days; one (1) day in the month of August and one (1) day in the Month of January as In Service Day;

- b. To encourage participation by all classified members the immediate supervisor and classified unit member will mutually agree to adjust the members work schedule to allow for participation in the above events; and
- c. All pay differentials that the unit member receives will not be altered by this schedule change.

7.4 **ENROLLMENT REIMBURSEMENT FEES FOR UNIT MEMBERS.** The DISTRICT shall reimburse permanent unit members employed at least twenty (20) hours per workweek with one (1) year of service for credit courses, excluding community service courses, successfully completed with a grade of “C” or better at either of the two (2) DISTRICT campuses provided all of the following conditions are satisfied:

- 7.4.1 All classes must be taken outside of the regular scheduled working hours of the unit member.
- 7.4.2 Only those classes offered by either of the two (2) DISTRICT campuses shall qualify for fee reimbursement.
- 7.4.3 To qualify for enrollment fee reimbursement, a unit member must present verification of successful completion of the course and out-of-pocket expense for enrollment fee(s) only.
- 7.4.4 Enrollment fee reimbursement shall be limited to the current enrollment fee per semester for each unit member.
- 7.4.5 All courses for which a unit member seeks tuition reimbursement must have prior approval by their immediate supervisor and then the Chancellor’s designee. If the request is denied, it may be appealed to the Chancellor. Forms can be found in **Appendix C** and on the DISTRICT website.
- 7.4.6 **Reimbursement.** Unit members on the classified unit member salary schedule shall be eligible for eighty (80) percent 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 twenty-four (24) semester / thirty-six (36) quarter units of coursework per year. However, no tuition cost paid by the DISTRICT is to exceed on a per unit basis cost of similar course work at the University of California.

Only full-time unit members who have completed their probationary period shall be eligible for this benefit.

All courses for which a unit member seeks tuition reimbursement must have prior approval by their immediate supervisor and the Chancellor’s designee. If the request to the immediate supervisor is denied, it may be appealed to the Chancellor’s designee.

- 7.5 **ENROLLMENT REIMBURSEMENT FEES FOR BENEFIT ELIGIBLE DEPENDENTS.** The DISTRICT shall reimburse benefit eligible dependents of unit members employed at least twenty hours (20) per workweek 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 (2) DISTRICT campuses provided all of the following conditions are satisfied:
- 7.5.1 Only those classes offered by either of the two (2) DISTRICT campuses shall qualify for fee reimbursement.
 - 7.5.2 To qualify for enrollment fee reimbursement, the unit member or benefit eligible dependent must present verification of successful completion of the course and out-of-pocket expense for enrollment fee(s) only.
 - 7.5.3 Enrollment fee reimbursement shall be limited to the current enrollment fee(s) per semester for each unit member and their eligible dependents.
 - 7.5.4 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 fifty (50) percent financially dependent and are not married and reside with parent or are away at college; and (3) Disabled children over age 19.
 - 7.5.5 During the term of this Agreement the parties agree to meet annually to review the annual allocation of \$75,000 for unit members to determine if adjustments are needed.
- 7.6 **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.
- 7.7 **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.
- 7.8 **SPECIAL PAYMENTS.** Any payroll adjustment due to 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.

7.8.1 **Payroll Errors.** Payroll error includes any adjustment which affects the unit member's net pay. Whenever it is determined an error has been made in the wages of a unit member, 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 (5) workdays. In the event of an underpayment to the unit member, the DISTRICT will provide the unit member with a statement of the correction and payment within five (5) workdays.

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

In the event of any underpayment for which a correction must be made shall not be for more than (3) three years.

7.9 **PROMOTION.** Unit members granted a promotion shall be given a five (5) percent 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 (5) percent increase but not less than such increase. If, however, the five (5) percent increase exceeds **Step F** on the range of the new classification, the unit member shall be placed on **Step F**. 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 a five (5) percent promotional salary increase.

7.9.1 **Initial Placement of Promoted Unit Members.** A promoted unit member's previous experience may warrant a higher placement, which in no case exceeds Step C unless the provisions of **Section 7.9** apply. Unit members 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. Unit members 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.

- 7.9.2 **Initial Placement of New Unit Members.** New unit members are placed on Step A of the salary schedule unless previous experience warrants a higher placement, which in no case exceeds Step C. Unit members 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. Unit members 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.
- 7.10 **MINIMUM CALL-BACK TIME.** Any unit member called back from off-campus to perform services outside their 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 outside of their classification performing work outside the scope of their job duties for five (5) or more working days within a fifteen (15) calendar day period shall have their salary adjusted upward beginning with the first working day in the higher classification. A unit member required to work out-of-class shall receive a five (5) percent salary increase. Working out of class assignments shall be limited to six (6) months unless the period is extended by mutual agreement by the DISTRICT and the ASSOCIATION.
- 7.11.1 Unit members required to work out of classification not within the bargaining unit shall have their salary adjusted to the rate of pay of the position that is not within the bargaining unit if it exceeds their current salary range. The DISTRICT and the ASSOCIATION shall meet and negotiate the effects.
- 7.12 **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 unit members. This shall also include ASSOCIATION provided trainings and workshops provided during classified appreciation week, days and calendared flex days.
- 7.13 **STEP PLACEMENT AFTER VOLUNTARY DEMOTION.** The salary of a unit member taking a voluntary demotion shall be Step F of the new range unless Step F 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 (see **Article 15.2**).
- 7.14 **TAX DEFERRED STATUS FOR CONTRIBUTIONS.** The DISTRICT agrees to initiate tax-deferred status for PERS for all bargaining unit members in the PERS Retirement System.

ARTICLE 8: UNIT MEMBER 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 Education Code Section 88021.
- 8.3 **PARKING.** The DISTRICT will waive parking fees at all of their sites/facilities for CSEA unit members.
- 8.4 **MILEAGE.** Unit members who are pre-authorized in writing by the DISTRICT'S Office of Human Resources 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.
- 8.5 **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 fifty-five (55) cents, and a beverage and light snack at no cost during the morning and afternoon breaks.
- 8.6 **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 them to spend the night away from home.

ARTICLE 9: LAYOFF AND REEMPLOYMENT

9.1 LAYOFF.

9.1.1 **Reason for Layoff.** Pursuant to Education Code Section 88127, classified employees shall be subject to layoff for lack of work or lack of funds as determined by the DISTRICT. Education Code Section 88017 provides that layoff may result when a specially funded program expires.

9.1.2 **Notice of Layoff for General Funded Programs.** The DISTRICT shall send written notice of layoff following the decision of the Board of Trustees adoption of the layoff to the affected unit member(s) and the ASSOCIATION no later than March 15th, that a unit member's services will not be required for the ensuing year due to lack of work or lack of funds. This written notice of layoff shall be sent by certified mail, return receipt requested, electronic mail, or delivered in-person to the affected unit member(s) by the DISTRICT. Affected unit member(s) shall be informed of the reason for layoff, their displacement rights, if any, statement of seniority, and reemployment rights with copies of the letters provided to the ASSOCIATION. The DISTRICT shall request additional documentation from the unit member to assist with the job placement analysis.

9.1.3 **Notice of Layoff for Specially Funded Programs.** When, as a result of the expiration of a specially funded program, classified positions must be eliminated at the end of any school year, and unit members will be subject to layoff for lack of funds, the unit member to be laid off at the end of the school year shall be given written notice on or before April 29th informing them of their layoff effective at the end of the school year. However, if the termination date of any specially funded program is other than June 30th, the notice shall be given not less than sixty (60) days prior to the effective date of their layoff. This written notice of layoff shall be sent by certified mail, return receipt requested, electronic mail, or delivered in person to the affected unit member(s) by the DISTRICT. Affected unit member(s) shall be informed of the reason for layoff, their displacement rights, if any, statement of seniority, and reemployment rights with copies of the letters provided to the ASSOCIATION. The DISTRICT shall request additional documentation from the unit member to assist with the job placement analysis.

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 member(s) within the classification shall be determined by length of service. The unit member, 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 unit member 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 SENIORITY.

9.3.1 **Computation of Seniority.** Seniority is based on length of continued service with the DISTRICT as a classified unit member. For the purposes of this Article, “length of service” shall be based upon the unit member’s original hire date in the classified service. Seniority is accumulated in any classification in which the unit member holds regular paid status.

9.3.1.1 Seniority is not earned during periods of separation from the service of the DISTRICT.

9.3.2 Seniority shall be accumulated during absences due to illnesses, layoffs, unpaid leave, military leave, industrial injury/illness leave or leaves of absence as long as such seniority is not terminated in accordance with other provisions of this Agreement.

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

9.3.4. A unit member transferred from one class to another, or reclassified to a higher class, shall retain their seniority in the former class; seniority in the new class shall begin accumulating on the date of transfer.

9.3.5 **Equal Seniority.** If two (2) or more unit members subject to layoff have equal seniority within the classification, priority shall be given to the unit member with the greater overall DISTRICT seniority; if that be equal, determination shall be made within the first six (6) months of hire date by a drawing of numbers conducted by the Office of Human Resources in the presence of the ASSOCIATION Chapter President or their designee.

9.3.6 **Seniority Roster.** The DISTRICT shall maintain an updated seniority roster indicating each unit member's classification seniority and hire date seniority. Such rosters shall be available to the ASSOCIATION annually in December or prior to layoff.

9.4 **RIGHTS IN LIEU OF LAYOFF.**

9.4.1 **Bumping Rights.** Unit members notified of layoff from their present position may bump into the same or previously held classification in which they hold seniority greater than an incumbent. Unit members subject to layoff may bump into a position with a higher classification only if they successfully complete probation in that position and have greater seniority than the unit member being bumped.

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

9.4.2 **Optional Transfer in Lieu of Layoff.** Unit members, upon mutual agreement, may be transferred to vacant positions provided they meet minimum qualifications.

a. Unit members will serve a probationary period of six (6) months for a classification not previously held and shall receive job-specific training.

9.4.3 **Voluntary Demotion of Voluntary Reduction of Hours.** Unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the unit member's option, returned to a position in their former classification or to a position with increased assigned time as vacancies become available, for up to sixty-three (63) months. Unit members shall be offered the option to return to the position with the increase in hours based on their higher seniority as established on the reemployment list.

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

b. Unit members will serve a probationary period of six (6) months for a classification not previously held and shall receive job-specific training.

9.4.4 **Layoff in Lieu of Bumping.** Unit members may elect layoff in lieu of bumping rights and maintain their reemployment rights under this Agreement.

9.5 **REEMPLOYMENT RIGHTS.**

9.5.1 A unit member who is laid off shall be placed on a thirty-nine (39) month reemployment list.

- 9.5.1.1 A unit member who takes a voluntary demotion (e.g. bump into a lower classification) or reduction in hours shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to twenty-four (24) months on the reemployment list provided that tests of fitness under which they qualified for appointment to the class still apply.
- 9.5.2 If, during a unit member's eligibility period for reemployment, a classification becomes vacant to which the unit member has a return privilege, the DISTRICT shall send written notice offering reemployment by certified mail, return receipt requested, to the last known address of such unit member(s). A copy of this written notice shall be sent to the ASSOCIATION. The unit member shall be required to maintain their current mailing address on file with the Office of Human Resources.
- 9.5.3 A unit member 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 re-employment.
- 9.5.4 If the unit member in a layoff status accepts the position being offered, the unit member 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 member from returning to work in fewer than thirty (30) calendar days. Failure to report to work within the thirty (30) calendar days shall be considered a rejection of the offer of re-employment.
- 9.5.5 Unit members rejecting an offer of reemployment under the conditions set forth under **Section 9.5.3** or **Section 9.5.4** above, on three (3) occasions shall have their name permanently removed from the reemployment list. This does not include offers of reemployment that do not restore the unit members to the level of pay and status previously held at the time of layoff.
- 9.5.6 Unit members reemployed after being laid off shall be fully restored to their classification with all rights to permanent status. Service credit and benefits shall not accrue during the period of layoff.
- 9.5.7 Unit members placed on the thirty-nine (39) month or sixty-three (63) month reemployment list shall be reemployed in the highest-rated job classification available in accordance with their classification seniority. In order to be appointed to a lower position, the unit member must meet the minimum qualifications. Unit members who accept a position lower than their highest classification shall retain their original thirty-nine (39) month rights to the higher paid position.
- 9.6 The PARTIES agree to meet and negotiate the effects 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 to each unit member and their eligible family members, health and welfare benefits. Health and welfare benefits are defined as medical, dental, vision, chiropractic, life insurance, and Employee Assistance Program (EAP).

Individual unit members may select among plans as outlined in **Appendix H (Health and Welfare Benefits Package)**.

During the life of the Agreement the DISTRICT shall fully fund the least expensive medical/dental/vision/chiropractic/life insurance/EAP package for each unit member who works twenty (20) or more hours per workweek on a regular basis. Individual unit members who elect to enroll in more expensive health and welfare packages shall be responsible for the difference in cost between the least expensive medical package and the package selected by the individual through payroll deductions.

The DISTRICT and the ASSOCIATION must agree to any proposed changes in benefits and/or plans. In addition, the ASSOCIATION retains the right to negotiate the out-of-pocket cost to unit members.

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

10.3 **"OPT OUT" OPTION (MEDICAL ONLY).** Individual unit members who provide proof of other medical coverage may decline enrollment in a medical plan with the DISTRICT based on the following:

- a. This option is available on a first-come, first-serve basis;
- b. No more than ten (10) percent of members of any plan may elect this option;
- c. An annual amount of \$3,000 shall be paid to members who opt out of medical coverage. This will be paid in twelve (12) equal payments;
- d. Any member who elects this option shall not be eligible for medical coverage until the next open enrollment period unless a qualifying event occurs; and
- e. Any savings generated under this Section shall be used to help offset current/future insurance costs for the DISTRICT and unit members.

10.4 **FINANCIAL HARDSHIP CLAUSE.** Notwithstanding other provisions of the Collective Bargaining Agreement regarding re-opener language, the DISTRICT and the ASSOCIATION agree to re-open this Article during the term of this Agreement in the event of a financial hardship as declared by the DISTRICT or the ASSOCIATION. The DISTRICT and/or the ASSOCIATION will notify the other in writing and provide the supporting documentation to show impending hardship. Upon receipt of this information, the DISTRICT and the ASSOCIATION agree to schedule negotiations within ten (10) working days. The DISTRICT and the ASSOCIATION agree that the DISTRICT's contribution per unit member per medical/dental/vision/chiropractic/life insurance/Employee Assistant Program (EAP) package will at no time decrease below the amount equivalent to the least expensive medical/dental/vision/chiropractic/life insurance/Employee Assistant Program (EAP) package at the time the DISTRICT claims financial hardship.

ARTICLE 11: LONG SERVICE RECOGNITION

Completed Years of Service with the DISTRICT	Amount of Stipend
5 - 10	\$650
11 - 15	\$800
16 - 20	\$950
21 - 25	\$1100
26 - 30	\$1250
31 - 35	\$1400
36 and over	\$1550

- 11.1 **INITIAL PAYMENT.** The first long service recognition payment will be made the following monthly pay cycle after the completion of five (5) consecutive years of employment.
- a. Unit members will begin receiving their monthly longevity stipend upon implementation beginning December 2022.
- 11.2 **PAYMENT.** Long service recognition will be paid on the unit member's monthly paycheck.
- 11.3 **ELIGIBILITY.** In order to be eligible for long service pay, a unit member must qualify for inclusion in the retirement program. Unit members whose DISTRICT employment contract is less than fifty (50) percent shall be eligible to receive the same percentage of the Long Service Stipend as the percentage of their DISTRICT employment contract.

ARTICLE 12: HOLIDAYS

12.1 **HOLIDAYS.** The DISTRICT shall provide for the following scheduled paid holidays:

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Friday following Thanksgiving

Winter Break (Six days from December 24th - December 31st) *

New Year's Day

Dr. Martin Luther King Jr. Day

Lincoln's Day

Washington's Day

Memorial Day

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

Prior to January 1, 2011, the unit member's birthday is to be included as an additional holiday. The day must be taken on a day within the month that the birthday falls; otherwise, this holiday will be forfeited.

Effective January 1, 2011, the unit member's birthday is to be included as an additional holiday. The day must be scheduled with prior reasonable notification for a date within that calendar year, and must be mutually agreed upon between the unit member and the supervisor.

Effective January 1, 2019, the unit members will be given one (1) floating holiday in lieu of the Saturday after Thanksgiving. The days must be scheduled with prior reasonable notification for a date within the calendar year and must be mutually agreed upon between the unit member and the immediate supervisor.

12.2 **LESS THAN FIVE (5) DAY WORKWEEK.** Unit members who work less than a five (5) day workweek 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 they are 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 Section 12.1 as are mandated by the United States President, the Governor, or the Board of Trustees under Education Code Section 88203.
- 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 a half (1.5) times their regular pay in addition to the regular pay received for the holiday.
- 12.5 **HOLIDAY ELIGIBILITY.** A unit member must be in paid status during the workday 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 **Sections 13.2** through **13.8** of this Article means a formal written evaluation on the appropriate form prescribed by the DISTRICT (**Appendix D**).
- 13.2 The DISTRICT shall evaluate all unit members on permanent status once every two (2) years during the month of April, except in emergency circumstances. The annual evaluation for unit members obtaining permanent status prior to January 1st, will be conducted in the current school year. The annual evaluation for unit members obtaining permanent status subsequent to January 1st, will be conducted in the following school year.
- 13.3 Unit members on probationary status shall be evaluated no less than two (2) times during the probationary period on or about the second (2nd) and the fourth (4th) month from the initial date of hire. The probationary period for unit members shall be six (6) 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 shall only be San Bernardino Community College District management.
- 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 thirty (30) calendar days to file a written response to their evaluation with the Office of Human Resources.
- 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 rating of 1 or 2 shall include an Employee Development Plan. The immediate supervisor shall identify improvements needed and how the unit member may improve their performance. The immediate supervisor shall provide a written development plan including coaching and training, as needed, to address the identified deficiencies specified in **Appendix D** (Employee Performance Report). The unit member’s performance must be reviewed within ninety (90) days to document the unit member’s progress, including any recommendations for continued success.
- 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.

- 13.9 An official file of evaluation reports shall be maintained in the DISTRICT's Office of Human Resources. The unit member shall have the right to review any evaluation during working hours. Evaluation reports shall not be used in disciplinary action against a unit member if the evaluation report was dated two (2) years preceding the aforementioned disciplinary action or was dated during a permanent unit member's probationary period.

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 out-of-state travel or a trip of over two-hundred and fifty (250) miles is required, on account of the death of any member of their immediate family. A member of the immediate family means mother, father, grandparent, or grandchild of the unit member or the spouse/registered domestic partner of the unit member, and the spouse/registered domestic partner, 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. Bereavement Leave shall be recorded on the unit member's work report. Leave taken pursuant to this Section does not need to be used consecutively. If a unit member requires more time than allocated for bereavement leave, a unit member may use other applicable leave(s) to extend their bereavement leave.
- 14.2 **JUDICIAL LEAVE.** 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, during working hours, shall be entitled to paid leave in accordance with Education Code 87035 & 87036, excluding allowances for meals, mileage, or parking. Absences due to judicial leave shall be recorded on the member's work report.
- 14.2.1 The unit member's regularly assigned number of work hours that day should not exceed nor be less than the unit member's regularly assigned number of work hours for that day, which includes travel time from court to work. 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 shall notice their immediate supervisor as soon as possible upon receipt of the summons. 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. Absences due to military leave shall be recorded on the unit member's work report.
- 14.3.1 Unit members shall be granted Military Leave in accordance with the provisions of the California Education Code and of the Military and Veterans Code.

14.3.2 Compensation shall be in accordance with the provisions of the California Military and Veterans Code.

14.4 **SICK LEAVE.** Unit members with a full-time assignment shall accrue sick leave, a total of twelve (12) days per year in accordance with Education Code, beginning with the first (1st) month in which the unit member begins work in the DISTRICT. The accrual rate shall be proportional for assignments other than full-time. Such leaves can be taken for illness or injury, exclusive of days the unit member is not required to render service to the DISTRICT. Day, as used in this Article, means the unit member's regularly assigned workday, exclusive of overtime. Absences due to sick leave shall be recorded on the unit member's work report.

14.4.1 Members of the unit employed less than five (5) days per workweek 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 employed per workweek 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 unit members 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 Office of Human Resources receives a medical status report from a verified health care provider.

14.4.5 Family Illness Leave. In Accordance with California Labor Code 233 a unit member may use earned and available sick leave up to fifty (50) percent of their annual accrual rate of sick leave for an illness of a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling. Absences due to family illness leave shall be recorded on the unit member's work report.

14.4.6 If a unit member does not take the full amount of sick leave allowed in any year, the amount remaining shall be accumulated from year to year.

- 14.4.7 A unit member 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 the Office of Human Resources prior to being permitted to return to work. A unit member who is absent for more than five (5) workdays shall notify the Office of Human Resources of their approximate return date.
- 14.4.8 A unit member may be required to submit to medical examinations, at the DISTRICT'S expense and discretion.
- 14.4.9 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.
- 14.4.10 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 Education Code Section 88202. 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 (5) sick days (forty (40) hours) to one (1) vacation day (eight (8) hours). Unit members working less than full time shall be prorated accordingly.
- b. Only days earned while employed by the DISTRICT are eligible for conversion benefits.
- c. Only unit members who have rendered five (5) years or more of unbroken service to for DISTRICT 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 19, Article 19.3**.

14.4.11 A unit member shall be credited once a fiscal year with the total of not less than one-hundred (100) working days of paid sick leave, excluding sick days under **Section 14.4**. Such days of paid sick leave in addition to those days of sick leave under **Section 14.4** shall be compensated at fifty (50) percent of the unit member's regular salary. Such additional days shall be exclusive of any other paid leaves, holidays, vacation or compensatory time to which the unit member may be entitled. The one-hundred (100) working days of extended sick leave shall be allocated on July 1st of each fiscal year; the fifty (50) percent (half pay) extended sick days will be utilized only after all accrued regular full-pay sick leave is exhausted. Any remaining fifty (50) percent half pay extended sick leave will not carry forward to the next fiscal year. At the conclusion of the one-hundred (100) working days of fifty (50) percent half pay extended sick leave the unit member may elect to use any other available leaves.

14.4.12 **Makeup Time for Medical or Dental Appointments.** Unit members who have given at least forty-eight (48) hours' notice and have a scheduled medical or dental appointment, during working hours, have the option to work an extended workday or to utilize sick leave. Leave under this Section is subject to the following provisions:

- a. A unit member may not work in excess of eleven (11) hours of work in any one workday or forty (40) hours in the workweek to make up for the time. The additional hours constituting an extended workday shall be equal to the period of time that the unit member was absent, but not in no event shall makeup time exceed two (2) hours per workweek;
- b. A unit member needs to provide a signed written request to their immediate supervisor for each occasion that they want to make up time. The unit member and the supervisor shall mutually agree on the time to be made up. All requests will be approved by the supervisor in writing and must be submitted to the DISTRICT;
- c. Time missed must be made up within the same workweek in which the absence occurred; and
- d. If performed in the same workweek in which the work time was lost, may not be counted towards computing the total number of hours worked in a day for purposes of the overtime requirements, except for hours in excess of eleven (11) hours of work in one (1) day or 40 hours of work in one workweek (California Labor Code 513).

14.4.13 Sick leave shall be taken in increments of not less than one-quarter (1/4) hour.

14.4.14 A unit member shall contact their 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 their immediate supervisor, or their designee, as to the expected date of return. Required documentation shall be submitted to the Office of Human Resources. Absences extending more than five (5) workdays are subject to the provisions in Section 14.4.15.

14.4.15 The DISTRICT may require a unit member to provide to the Office of Human Resources 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 unit members work report. The verification may include a statement that the unit member is able to perform their duties with or without restrictions. The verification shall also include the date upon which the unit member is released back to work.

14.4.16 **Sick Leave Status Report.** All unit members shall have access to view their individual status report online.

14.4.17 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 **INDUSTRIAL ACCIDENT AND ILLNESS LEAVE.** Absences due to Industrial leave shall be recorded on the unit member's work report. 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 their 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 unit member 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, they shall be entitled to use only so much of their 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, and if the unit member is not medically able to assume the duties of their position, they shall, if not placed in another position, 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 Board of Trustees 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 NECESSITY LEAVE.** Absences due to personal necessity leave shall be recorded on the unit member's work report. A unit member may, at the unit member's election, use any days of absence for illness or injury earned pursuant to Section 14.4 in cases of personal necessity, including any of the following:

- a. Death of a member of the unit member's immediate family when additional leave is required beyond that provided in Section 14.1 of this Article.
- b. Accident involving the person or property, or the person or property of a member of their immediate family.
- c. Appearance in court as a litigant, party or witness under subpoena or any order made with justification. 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 reason 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. Under no circumstances shall leave be available for purposes of recreation of any kind, engaging in other employment of any kind, including direct or indirect self-employment, social events, vacation, any concerted refusal to work, pursuit of other business, financial or economic interests of the unit member, or any illegal activity. For purposes of this Section, members of the immediate family means the mother, father, grandmother, grandfather, or a grandchild of the unit member or of the spouse/registered domestic partner of the unit member, and the spouse/registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother in-law, sister, sister-in-law of the unit member, or any relative living in the immediate household of the unit member.

The unit member shall notify their immediate supervisor in advance of taking such leave unless an emergency makes such notice impossible.

- 14.7 **UNAUTHORIZED LEAVE.** Absences due to unauthorized leave shall be recorded on the unit member's work report. Any unit member absent without being on approved leave shall have deducted from their 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 provision of this Article shall be considered as a break in service for any unit member who is in paid status and shall count toward salary step advancement, unit member accruals, and seniority accrual.
- 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 AND MEDICAL LEAVE.** Absences due to parental leave and family care and medical leave should be recorded on the unit member's work report.
- 14.11.1 **Parental Leave / Bonding.** The DISTRICT will allow the use of paid sick leave for parental leave bonding up to a period of twelve (12) workweeks within the first year following the birth or adoption of a child. A unit member shall not be provided more than one twelve (12) workweek period for parental/bonding leave during any twelve (12) month period.

- a. The unit member must have served as an employee of the DISTRICT for a period of one (1) year, however, the unit member is not required to have 1,250 hours of service during the previous twelve (12) month period in order to take parental/bonding leave.
- b. If a unit member exhausts all available sick leave, including all accumulated sick leave, and continues to be absent from their duties on account of parental leave, the unit member shall be compensated at no less than fifty (50) percent of the unit member's regular salary for the remaining portion of the twelve (12) workweek period of parental leave.
- c. 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 unit members.
- d. Intermittent leave: A unit member may request to use parental leave on an intermittent basis with a duration of no less than two (2) weeks increments. However, the DISTRICT must grant a request for a leave of less than two (2) weeks' duration on any two (2) occasions.
- e. Parental leave will run concurrently with applicable state and federal leave laws.

14.11.2 **Family and Medical Leave.** Unit members are entitled to family care and medical leave for a total of up twelve (12) weeks in a one (1) year (12 months) period as set forth in applicable federal and state law for the purpose of a birth of a child, an adoption, placement of a foster child, to care for a seriously ill family member, or because of a unit member's own serious health condition.

- a. A unit member must have served as an employee of the DISTRICT for a period of at least one (1) year and has at least 1,250 hours of service for the DISTRICT during the twelve (12) month period immediately preceding the leave.
- b. **Sections 14.11.1** or **14.11.2** individually or in combination may not exceed a total of twelve (12) weeks in any twelve (12) month period.
- c. Upon exhaustion of sick leave, a unit member may utilize difference in pay up to completion of the twelve (12) week period.
- d. 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 unit member.
- e. For purposes of this Section, a family member is defined as a unit member's child, parent or spouse/domestic partner.

- f. Family care and medical leave will run concurrently with applicable state and federal leave laws.

14.12 **FAMILY SCHOOL PARTNERSHIP LEAVE.** In accordance with Labor Code 230.8 a unit member who is a parent, guardian, stepparent, foster parent, or grandparent of, or a person who stands in loco parentis to a child or children in kindergarten or grades one (1) to twelve (12), inclusive, or attending a licensed child care provider, may take off up to forty (40) hours each year, not exceeding eight (8) hours in any calendar month of the year, to participate in activities of the school or licensed child care provider of any of their children. The unit member shall notify their immediate supervisor in advance of taking such leave. Absences due to participation in school activities of children shall be recorded on the unit member's work report.

14.12.1 If more than one parent of a child is employed by the DISTRICT at the same worksite, the entitlement under **Section 14.14** of a planned absence as to that child applies, at any one time, only to the parent who first gives notice to the employer.

14.12.2 Unit members may utilize existing vacation, personal leave, or compensatory time off for the purposes of the planned absence.

14.13.3 A unit member, if requested by the DISTRICT, shall provide documentation from the school or licensed child care provider as proof that they engaged in child-related activities permitted in **Section 14.12** on a specific date and at a particular time. Documentation means whatever written verification of parental participation the school or licensed child care provider deems appropriate and reasonable.

14.13 **STATE AND FEDERAL LEAVE LAWS.** Family Medical Leave Act (FMLA), California Family Rights Act (CFRA), and Pregnancy Disability Leave (PDL) benefits are available to classified unit members as entitled under current state and federal law. Upon request, the DISTRICT shall provide the unit member a copy of their rights and benefits. All Federal and State Leave benefits will be calculated for eligibility and use on a twelve (12) month basis.

- a. In cases of non-pregnancy related illness, applicable state and federal leave laws will run concurrently with Sick Leave if the unit member meets the eligibility requirements.
- b. In cases of pregnancy related illness, applicable state and federal leave laws will run concurrently with Sick Leave if the unit member meets the eligibility requirements.

- 14.14 **CATASTROPHIC ILLNESS LEAVE.** The purpose of this program is to permit unit members with a catastrophic injury or illness to solicit individual donations of sick leave and/or vacation and/or comp time leave from fellow unit members.

All requests submitted to the Office 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.

- 14.14.1 **Definition of Catastrophic Leave.** The intent of this program is to permit unit members to donate eligible leave credits to a unit member when that unit member or a member of their family suffers from a catastrophic illness or injury. For purposes of this Article a catastrophic illness or injury is defined as one which is expected to incapacitate the unit member or a member of their family for an extended period of at least forty-five (45) or more calendar days, and taking extended time off work creates a financial hardship for the unit member because they have exhausted all of their sick leave and other paid time off.

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. The maximum amount of time for which donated leave credits may be used, but not to exceed use for a maximum period of twelve (12) consecutive months.

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

- 14.14.2 **Recipient Requirements.**

The recipient:

- a. Is a regular, non-probationary bargaining unit member who has exhausted all accrued paid leave credits, including sick leave, vacation and comp time;
- b. Must use any paid leave credits that they continue to accrue on a monthly basis prior to using received paid leave pursuant to this Section;
- c. Is incapacitated/absent for an extended period of time no less than forty-five (45) calendar days;

- d. Is incapacitated during assigned time. For example, in the case of 10 or 11-month employee only assigned time will be considered;
- e. May use donated time in partial day increments;
- f. May initially request not more than sixty (60) days. A unit member may request an additional sixty (60) days by filing an additional request;
- g. Recipient must fill out the Catastrophic Leave Request Form. A fellow unit member, supervisor, family member, the Office of Human Resources, or the recipient's medical provider may request Catastrophic Leave benefits on behalf of the recipient;
- h. Must include with the Catastrophic Leave Request Form, a written statement from the medical provider, which verifies catastrophic illness or injury of the recipient or the Recipient's immediate family member as defined in Section 14.14.1; and
- i. Must use all donated leave within a twelve (12) consecutive month period following the donations. If the recipient 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 time remains available, within the same twelve (12) month period.

The Office of Human Resources shall evaluate all requests for catastrophic leave and shall have authority for granting leave in accordance with this Article. 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. If the DISTRICT has reasonable cause to believe there is abuse of the catastrophic leave policy by a unit member, the DISTRICT may require additional medical verification from a physician selected by the DISTRICT at the DISTRICT's expense.

The Office of Human Resources will notify DISTRICT employees in writing of the need for donations of catastrophic leave credits and collect all signed Catastrophic Donation Forms. The Office of Human Resources will notify Payroll of donated hours. Payroll will deduct donated hours from the donor and credit donated hours to the recipient. The Office of Human Resources and the Payroll Department will keep a record of all donated leave credits.

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

14.14.3 Donor Requirements.

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

- a. Donors may volunteer no more than fifty (50) percent of their accrued sick and/or vacation and/or comp time. Donors must have accrued no less than one-hundred and twenty (120) hours of leave credits prior to donation;
- b. Unit members wishing to donate catastrophic leave credits must donate credits in writing on a signed, Catastrophic Donation Form, distributed by the Office of Human Resources;
- c. The minimum amount of donated leave credits shall be eight (8) hours initially, and in one-hour increments thereafter;
- d. The donor understands that donation of catastrophic leave credits is voluntary;
- e. Donations may be made by eligible classified, confidential, management or academic employees;
- f. All transfers of eligible leave credit are irrevocable. Unused leave credits will not be credited back to the donor; and
- g. Donated leave is charged on an hour-for-hour basis.

ARTICLE 15: VACANCIES, TRANSFERS, VOLUNTARY DEMOTIONS, IN HOUSE OR PROMOTIONAL ONLY RECRUITMENTS

15.1 **DEFINITION OF A VACANCY.** For the purpose of this Article, a vacancy is defined as a newly created position or an existing position that is vacant and will be in active recruitment.

15.1.1 **Posting of Vacancies.** Notice of all job vacancies within the bargaining unit shall be emailed to all unit members and posted on the DISTRICT employment bulletin boards at currently designated posting locations. The job vacancy notice shall remain posted for a period of ten (10) full working days.

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 workweek, and months per year assigned to the position, the salary range, and the deadline for filing to fill the vacancy.

15.1.3 **Filing.** Permanent unit members shall file for the vacancy by submitting written notice to the Office of Human Resources within the filing period. Any unit member on leave or vacation may authorize their job representative to file on the unit member's behalf.

15.1.4 **Notification.** Permanent unit members who file for voluntary demotions, transfer, or "In House or Promotional Only", shall be notified in writing by the Office of Human Resources, of the receipt of the request.

All requests shall be reviewed in order of; voluntary demotion, transfer, and In-House or Promotional Only.

15.2 **VOLUNTARY DEMOTIONS.** A permanent unit member accepting a voluntary demotion shall retain their old anniversary date seniority rights. Unit members requesting a voluntary demotion to a lower classification shall be given preference over other applicants with equal or lesser qualifications. The decision should not be arbitrary or capricious.

If the position from which a unit member took a voluntary demotion 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 9, Layoff and Reemployment when applicable** (see **Article 7.13**).

15.3 **TRANSFERS.** For purposes of this Section the term transfer shall mean a member initiated lateral movement within the job classification from one (1) work position or station to another work position or station in the DISTRICT.

- 15.3.1 When a new position is created or an existing position becomes vacant, the DISTRICT shall offer the opportunity to transfer to permanent unit members serving in the same job classification in the DISTRICT, prior to an external recruitment posting.
- 15.3.2 Requests from permanent unit members seeking transfers shall be considered by the immediate supervisor.

Considerations for transfers shall include hire date, seniority within the present classification of the unit member, information gathered during the meeting, and most recent evaluation. All members will be provided an opportunity to meet with the immediate supervisor and the ASSOCIATION president or designee. Designees shall be appointed by the ASSOCIATION from the approved diversity monitor list provided by the Office of Human Resources. The Office of Human Resources will review all questions prior to the meeting. The decision to accept or deny a transfer shall not be arbitrary or capricious and shall only be made using the defined criteria above. In the event of a denial, the immediate supervisor will provide a written detailed justification to the unit member within seven (7) working days of the meeting. The substance of the justification shall not be subject to the grievance procedure. The transfer procedure as provided hereinabove shall be grievable.

- 15.3.3 In the event no request for transfer is submitted, the vacancy will continue through the promotional process as outlined in **Article 15.4**.
- 15.3.4 A mutual transfer may be accomplished between two (2) unit members of the same 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.

15.4 **“IN-HOUSE OR PROMOTIONAL ONLY” RECRUITMENTS.** “In-House or Promotional Only” recruitment shall only be used:

- a. When position is being filled on an interim basis for the minimum time necessary to allow for full and open recruitment which shall not exceed two (2) years.
- b. When there is a reorganization that does not result in a net increase in the number of unit members.
- c. When there is a transfer. For the purposes of this Section, a transfer is defined as one or more lateral transfers when there is no net increase in the number of unit members.

- 15.4.1 Any permanent unit member may request an interim “In House or Promotional Only” opportunity. Such requests will not be considered until voluntary demotion and transfer requests have been reviewed. A selection process, as outlined in Education Code Section 87100 and California Code of Regulations Section 53021, will be used to address any “In House or Promotional Only” requests.
- 15.4.2 The Office of Human Resources shall review all requests for “In-House or Promotional Only”. Members must meet the minimum qualifications for the position. The Office of Human Resources will provide managers and the ASSOCIATION with a list of qualified members who have requested this opportunity. All qualified members will be offered an opportunity to meet with the manager. If no unit member(s) request the opportunity, managers may select a substitute once the recruitment has started.
- 15.4.3 Unit members that are not determined to be qualified will be provided written detailed justification within seven (7) working days of the decision from the Office of Human Resources. All qualified members not selected will be provided written detailed justification within seven (7) working days of the decision from the manager. The substance of the justification shall not be subject to the grievance procedure. The “In-House or Promotional Only” procedure as provided hereinabove shall be grievable.
- 15.4.4 The ASSOCIATION and unit member shall receive documentation of the temporary work assignment.
- 15.4.5 Documentation of the temporary work assignment shall be placed in the unit member’s personnel file.
- 15.4.6 The vacancy that is incurred because of an in-house or promotional recruitment shall either be filled using another in-house temporary assignment or a substitute employee until the incumbent returns to their assignment or is permanently filled.
- 15.4.7 The rate of pay for in-house promotional assignments shall be the rate of pay of the interim assignment that results in a five (5) percent increase for the member. If the five (5) percent increase exceeds the highest step of the interim assignment, the unit member shall be paid at the highest step. In-house or promotional assignments shall be limited to two (2) years unless the period is extended by mutual agreement by the DISTRICT and the ASSOCIATION.

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 their regular duties.

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

If the DISTRICT is engaged in recruiting a permanent employee to fill a vacancy in any classified position, the Board of Trustees may fill the vacancy through such employment for not more than sixty (60) calendar days unless the period is extended by mutual agreement by the DISTRICT and the ASSOCIATION.

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.

16.1.1 The DISTRICT will notify the ASSOCIATION in writing within five (5) working days, notice of reorganization of classified position(s) at the colleges or district sites. Upon receipt by the ASSOCIATION of the DISTRICT'S written notice, the ASSOCIATION shall notify the DISTRICT in writing within five (5) working days its intent to negotiate effects of such reorganization.

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 **Derogatory Material.** Unit members shall receive copies of all derogatory material placed in their personnel file and shall be given an opportunity of reviewing the material and submitting a written response before it is placed in the personnel file. The unit member shall be given a thirty (30) calendar day period during normal working hours to initial and date the material and to prepare a written response to such material. The written response shall be sent by the unit member to the Office of Human Resources. The DISTRICT shall be responsible for attaching the response to the derogatory material and placing both in the personnel file.

Any material of a derogatory nature contained in a personnel file shall be signed by the preparer and the unit member in question. If the unit member refuses to sign the document their refusal shall be noted on the document. In the event material of a derogatory nature is found, upon inspection of a personnel file, which has not been signed by the unit member or does not include a notation that the unit member refused to sign the material, then the material shall be removed from the file immediately.

16.2.2 **Right to Inspect.** Unit members shall have the right to inspect the contents of their personnel files upon written request, provided the written request is made at a time when such person is not actually required to render services to the DISTRICT. The following materials shall not be available for inspection: (1) Ratings, reports, or records which were obtained prior to employment of the unit member; (2) Materials prepared by identifiable examination committee members; or (3) Materials obtained in connection with a promotional examination. Advance appointments for the inspection of a personnel file may be required and scheduled with a DISTRICT representative.

16.2.2.1 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.

16.2.3 **Log of Inspection.** The DISTRICT shall maintain a log within each unit member's personnel file indicating the persons (other than employees in the Office of 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 ASSOCIATION 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 unit member or ASSOCIATION representative shall conform to the parameters set forth under **Section 16.2.2.**

16.2.4 **Sealing of Derogatory Material.** All derogatory materials shall remain in the personnel file for a period of two (2) years. Upon the written request of the unit member, derogatory material that is more than two (2) years old shall be placed in a separate sealed envelope to be retained in the back of the personnel file. The Office of Human Resources shall remove the sealed envelope from the personnel file during the file review and replaced once the review is concluded. These documents contained in the sealed envelope shall not be presented, used or disclosed: 1) except with the specific written consent of the unit member for the derogatory material to be reviewed, 2) upon the filing of any action or proceeding by the unit member against the DISTRICT or its agents or unit members (including but not limited to a grievance or other complaint or appeal), and/or 3) upon court order or as otherwise compelled by law.

16.3 **RECLASSIFICATION.** "Reclassification" shall mean the upgrading of a position to a higher Classification as a result of the gradual increase of the duties being performed by the incumbent in that position.

16.3.1 **Reclassification Request.**

16.3.1.1 Step 1. A request shall be submitted on an online accessible and fillable Reclassification Request Form (**Appendix E**). This form can be obtained from the Office of Human Resources or the DISTRICT's website.

16.3.1.2 Step 2. Upon completion of the appropriate form, the unit member will submit the Reclassification Request to the Office of Human Resources.

16.3.1.3 Step 3. The Office of Human Resources shall date stamp a copy of all forms submitted and will provide a copy to the unit member and the ASSOCIATION.

16.3.2 The ASSOCIATION or the DISTRICT may propose a reclassification for any position at any time during the life of the Collective Bargaining Agreement. A reclassification request may be initiated by the DISTRICT, ASSOCIATION, unit member or their immediate supervisor.

16.3.3 **Reclassification Review Process.**

The reclassification process will be collaborative process between the ASSOCIATION and the DISTRICT. The ASSOCIATION and DISTRICT negotiation teams will meet monthly to review reclassification requests.

16.3.3.1 The ASSOCIATION and DISTRICT negotiations teams will review all completed reclassification requests. The criteria for a review shall be a significant, consistent, and ongoing increase in job content, (e.g., required knowledge, skills, abilities, responsibility, and accountability). The review evaluates job content only, not the person, and is not based on job performance, length of service, or other characteristics related to the unit member in the position.

Increased workload and normal increases in skills, experience, proficiency, and adaptation to new technologies consistent with the duties of the classification in a position are not the basis for a reclassification review (See **Section 16.5**).

16.3.3.2 Step 1 Reclassification requests must be submitted to the Office of Human Resources by the end of the first working week of the month.

- 16.3.3.3 Step 2 Upon receipt of the request, the Office of Human Resources will date stamp the request prior to forwarding a copy to the unit member's immediate supervisor. The ASSOCIATION and the unit member shall receive a date stamped copy immediately.
- 16.3.3.4 Step 3 The immediate supervisor will provide their comments to the Office of Human Resources within fifteen (15) working days. The ASSOCIATION and the unit member shall receive a date stamped copy immediately.
- 16.3.3.5 Step 4 Reclassification requests shall be reviewed by the ASSOCIATION and DISTRICT negotiation teams at their next scheduled meeting. A decision shall be rendered within forty-five (45) days of submission.
- a. If the job duties that the incumbent is performing are not found in an existing job description, then an updated draft job description or when appropriate a new classification, will be provided by the DISTRICT and shall be subject to the negotiations process between the ASSOCIATION and DISTRICT. This process shall be completed within forty-five (45) days of the decision.
- 16.3.3.6 Step 5 The ASSOCIATION and DISTRICT negotiation teams will evaluate each request for classification review based on the information submitted by the unit member on the Reclassification Request Form.
- a. If requested, a unit member shall have a meeting scheduled with the committee.
- 16.3.3.7 Step 6 The Office of Human Resources will notify the unit member(s) and the ASSOCIATION of the decision in writing within ten (10) working days at the conclusion of the meeting. If the request is denied, the Office of Human Resources will notify the unit member of the denial and rationale.
- 16.3.3.8 Step 7 Reconsideration/Appeal Process. The unit member has the right to appeal in writing to the Chancellor within fifteen (15) working days after being informed of the decision. The Chancellor shall notify the unit member and the negotiation teams in writing within twenty (20) working days of their decision which shall be final.

16.3.3.9 Step 8 Final determinations shall be documented in the form of a memorandum of understanding and shall be subject to both parties' ratification processes as required. All approved reclassifications shall be submitted for board approval no later than the next available board meeting.

16.3.4 **Incumbent Rights.** When a position is reclassified, the incumbent in the position shall be entitled to serve in the new position.

16.3.5 **Salary of Position Reclassification.** The salary of a unit member in a position that is reclassified shall be determined as follows:

- a. If a position is reclassified to a classification having the same salary range (reclassification - lateral), the salary and anniversary date of the unit member shall not change.
- b. If a position is reclassified to a classification having a higher salary range (reclassification-upward), the unit member shall be placed on the appropriate salary range of their new classification, which would result in no less than a five (5) percent increase over the current salary, except if the new placement is at highest Step. The anniversary date of the unit member shall not change.

16.3.6 The effective date of an approved reclassification shall be the date the application was stamp received by the Office of Human Resources.

16.4 **PLACEMENT IN THE CLASSIFICATION AND RANGE.**

16.4.1 Every unit member shall be placed in a classification and range in the classified service.

16.5 **WORKLOAD ANALYSIS.** The ASSOCIATION, the unit member, or the unit member's immediate supervisor may request a workload analysis to evaluate the workload of a unit member. The written request shall be submitted to the Office of Human Resources. This analysis is separate from the reclassification process and may be requested at any time throughout the year.

16.5.1 The written results of the workload analysis will be provided to the unit member and the ASSOCIATION. The results will contain methods of analysis and data used to analyze the workload.

16.6 **CLASSIFICATION AND COMPENSATION STUDY PROCESS.**

16.6.1 The DISTRICT and the ASSOCIATION shall review each classification within the unit at least once within a three (3) year period. The parties mutually agree that all reclassification requests will be placed on hold and will be processed at the completion of the study or within one (1) year from submission.

16.6.2 The DISTRICT and the ASSOCIATION shall mutually agree on the compensation and classification study process. The study should take no longer than one (1) year to complete unless both parties mutually agree to extend the time period.

16.6.3 Salary range adjustments shall be negotiated.

16.7 **CLASSIFICATION AND RECLASSIFICATION REQUIREMENTS.**

16.6.1 Position classification and reclassification shall be subject to mutual agreement between the DISTRICT and the ASSOCIATION.

16.8 Either party may propose a reclassification for any position at any time during the life of the Agreement.

ARTICLE 17: PROGRESSIVE DISCIPLINE

17.1 **PROGRESSIVE DISCIPLINE.** Is a series of disciplinary actions, corrective in nature and is not intended to be punitive, to provide unit members the opportunity to improve job performance and comply with policies and procedures. This process enables immediate supervisors to assist unit members in meeting performance standards and adhering to established policies and procedures. Progressive discipline shall be administered in an objective, consistent, reasonable, and confidential manner.

17.1.1 **Time Period for Bringing Disciplinary Action.** No disciplinary action shall be taken for any cause that arose prior to the unit member's becoming permanent, or for any cause that arose more than two (2) years preceding the date of the filing of the notice of cause, unless the cause was concealed or not disclosed by the unit member when it could be reasonably assumed that the unit member should have disclosed the facts to the employing district.

17.2 **RIGHT OF REPRESENTATION.** A unit member has the right to representation in any meeting in which the unit member reasonably believes that the meeting may result in discipline against the unit member.

17.3 **DISCIPLINE PROCESS.** Prior to imposing formal disciplinary action upon a unit member, the immediate supervisor will have an informal discussion to address the identified deficiencies. Progressive discipline shall be followed commencing with step one (1). Exceptions to progressive discipline include serious cases of cause as defined in **Article 17.14**. Discipline includes, but is not limited to, (1) performance improvement conference, (2) written warning, (3) written reprimand, (4) suspension without pay, and (5) termination.

A "day" is any day in which the Office of the Human Resources Department of San Bernardino Community College District is normally open for business to the public.

17.3.1 **Step 1 - Performance Improvement Conference.** A unit member's immediate supervisor shall notify the unit member of the deficiencies in their job performance that has been observed. The supervisor shall identify improvements needed and how the unit member may improve their performance. The immediate supervisor shall provide a written improvement plan including previous discussions or counseling, coaching and training, as needed, to address the identified deficiencies. The unit member's performance must be reviewed within sixty (60) days to document the unit member's progress, including any recommendations for continued success. Documentation of the coaching shall not be placed in the unit member's personnel file, but may be used as supporting documentation in later steps.

- 17.3.2 **Step 2 - Written Warning.** If deficiencies identified in Step 1 have not improved, the unit member shall receive a written warning. The immediate supervisor shall prepare and deliver the written warning in-person to the unit member during a scheduled disciplinary meeting. Copies of the written warning shall be sent to the unit member and the ASSOCIATION Chapter President or designee. The written warning shall consist of the unit member's specific deficiencies and/or incidents of the unit member's deficient performance, and specific direction for improvement. The written warning shall not include incidents or deficiencies that were not discussed in the Step 1. Documentation of the written warning shall be placed in the unit member's personnel file.
- 17.3.3 **Step 3 - Written Reprimand.** If deficiencies identified in Step 2 have not improved, the unit member's immediate supervisor shall prepare and deliver the written reprimand to the unit member during a scheduled in-person disciplinary meeting. Copies of the written reprimand shall be sent to the unit member and the ASSOCIATION Chapter President or designee. The written reprimand shall outline specific deficiencies and/or incidents of the unit member's performance and specific direction for improvement. Attached to written reprimand shall be a copy of the written improvement plan including previous discussions, or counseling, and coaching and training, related to the identified deficiencies, and the letter of written warning. The written reprimand shall not include any incidents or deficiencies that were not included in the Step 2. Unit member's will be provided thirty (30) working days to respond prior to placing the written reprimand in the personnel file.
- 17.3.4 **Step 4 - Suspension.** If deficiencies identified in Step 3 have not improved, the immediate supervisor may make a recommendation to the Vice Chancellor of Human Resources or designee that the unit member's deficient performance may warrant a suspension without pay for a period not to exceed five (5) days, as deemed appropriate. Copies of the recommendation shall be sent to the unit member and the ASSOCIATION Chapter President or designee and placed in the unit members' personnel file. A notice of the suspension shall be prepared and delivered to the unit member during a scheduled disciplinary meeting and subject to the disciplinary procedures within **Section 17.5**.
- 17.3.5 **Step 5 - Further Action.** If deficiencies identified in Step 5 have not improved after the above procedures have been followed, the Vice-Chancellor of Human Resources or designee may recommend further disciplinary action be taken against the unit member. Additional discipline may include: demotion, suspension, reduction in hours, transfer or reassignment without the unit member's voluntary consent, written reprimand, or termination. Copies of the notice of proposed discipline shall be sent to the unit member and the ASSOCIATION Chapter President or designee. The notice of proposed discipline for further action shall be prepared and delivered to the unit member during a scheduled disciplinary meeting and subject to the disciplinary procedures within Section 17.5. The notice of proposed discipline for further action shall be placed in the unit members' personnel file.

17.4 **CAUSE FOR DISCIPLINARY ACTION.** Cause is defined as those acts, omissions, or behaviors which are detrimental to the operations of the DISTRICT and/or its major instructional, student and administrative divisions, or which impair the DISTRICT's mission, purpose or objectives.

The term "cause" for disciplinary actions that occur outside the progressive discipline steps in the forgoing portions of **Article 17** include:

- Unexcused absence without leave.
- Abuse or misuse of sick leave.
- Documented pattern of excessive absenteeism.
- Repeated unexcused absence or tardiness.
- Carelessness or negligence in the care and/or use of DISTRICT property.
- Discourteous offensive, or abusive conduct or language toward other unit members, students, or the public.
- Dishonesty.
- Personal conduct of an unlawful nature or other conduct which a reasonable person would know may have adverse impact on the DISTRICT.
- Conviction of any felony or any crime involving moral turpitude.
- Conviction of a sex offense as define in Education Code.
- Conviction of a narcotics offense as defined in Education Code.
- Drinking alcoholic beverages on the job, or reporting to work while intoxicated.
- Use of narcotics on the job or reporting to work under the influence. The use of drugs under and consistent with the directions of a physician which does not impair the performance of a classified unit member is not prohibited.
- Intentionally falsifying any information supplied to the DISTRICT, including, but not limited to, information supplied on application forms, employment records, or any other DISTRICT records.
- Negligent or intentional violation of any law concerning the DISTRICT.
- Engaging during required work time in political activity not authorized by law.
- Persistent violation or refusal to obey all rules and regulations made applicable to public schools by the Board of Trustees or by any appropriate federal, state or local governmental agency.
- Offering of anything of value or offering any service in exchange for special treatment in connection with the classified unit member's assigned duties, or the accepting of value or any service in exchange for granting any special treatment to another unit member or to any member of the public.
- Advocacy of overthrow of federal, state or local government by force, violence or other unlawful means.
- Working overtime without authorization.

- The refusal of any officer or unit member of the DISTRICT to testify under oath before any court, grand jury, or administrative officer having jurisdiction over any then pending cause of inquiry in which the DISTRICT is involved. Violation of this provision may constitute of itself sufficient ground for the immediate discharge of such officer or unit member.
- Improper or unauthorized use of DISTRICT property.
- Refusal to subscribe to any oath or affirmation, which is required by law in connection with DISTRICT employment.
- Any willful act of conduct undertaken in bad faith, either during or outside of duty hours which is of such a nature that it causes discredit to the DISTRICT, the unit member's department, or division.
- Fraud in securing employment or making a false statement on an application for employment.
- Willful disobedience and insubordination.
- Abandonment of position (unexcused absence of three (3) consecutive days or more).
- Acceptance from any source of a reward, gift, or other form of remuneration in addition to regular compensation to a unit member for the performance of their official duties.
- Willful violation of policies, procedures, and other rules which may be prescribed by the DISTRICT, college(s), or departments.
- Incompetence, i.e., inability to comply with the minimum standard of a unit member's position for a significant period of time.
- Inefficiency or inexcusable neglect of duty, i.e., failure to perform duties required of a unit member in the position.
- Advocacy of overthrow of federal, state or local government by force, violence or other unlawful means.

17.5 **NOTICE OF INTENT TO DISCIPLINE.** When disciplinary action is proposed, the DISTRICT shall provide the ASSOCIATION and unit member a "Notice of Proposed Discipline" in writing and be served in person or by certified mail and regular mail, to include electronic service (i.e. email) if we are unable to serve the discipline in person. The Notice will set forth the cause of the action the specific acts or omissions upon which the proposed discipline is based and copies of all statements or documents upon which the DISTRICT relied on assessing the degree of proposed discipline. The notice should be in compliance with the provisions of Education Code Sections 88013 and 88016.

17.5.1 **Due Process.** When disciplinary action is being proposed against a unit member the DISTRICT must comply with the procedural due process requirements before it may deprive a unit member their property right and/or interest. Due process mandates that at a minimum a unit member must be provided with the following pre-disciplinary safeguards:

- a. notice of the proposed action;
- b. cause for the action;
- c. a statement of the charges signed by the Vice Chancellor of Human Resources or designee setting forth in clear and understandable language the specific act(s), error(s), or omission(s) giving rise to the charges;
- d. a copy of all materials including statements on which the DISTRICT relied upon preparing the notice of intent to discipline;
- e. copies of any sections of this contract, Education Code, board policy, rules, regulations, or laws which are alleged to have been violated;
- f. notice of the right to respond to the charges either verbally or in writing prior to imposed discipline;
- g. the right to representation at all phases of the disciplinary process; and
- h. statement of the unit member's right to hearing(s).

17.6 **DISCOVERY.** The unit member and the ASSOCIATION Chapter President or designee shall have the right to inspect and receive copies of any documents or other materials in the possession or under the control of the DISTRICT which are relevant to the disciplinary action proposed, at times and places reasonable for the unit member and the DISTRICT.

17.7 **BURDEN OF PROOF.** When disciplinary action is to be imposed on the unit member, the burden of proof shall rest with the DISTRICT.

17.8 **PAID ADMINISTRATIVE LEAVE.** The Vice-Chancellor of Human Resources or designee may upon written notice place a unit member on Paid Administrative Leave when investigating allegations of misconduct, wrongdoing, illegal acts, or for the safety or for the protection of the public, DISTRICT, or individual. The unit member shall remain on paid administrative leave while the investigation is being conducted, a decision is rendered and subsequent action is taken. All of the aforementioned shall be conducted in a timely and expeditious manner. Paid Administrative Leave shall mean that the unit member shall not report to work, but shall receive all pay and benefits and shall be accessible to the DISTRICT during all scheduled working hours.

17.9 **COMPULSORY LEAVE.** A unit member charged with the commission of any sex offense as defined in, but not limited to, Education Code Section 87010, or with the commission of any narcotics offense as defined in, but not limited to, Education Code Section 87011, may be placed on compulsory leave of absence pending a final disposition of such charges. Paid Administrative Leave shall mean that the unit member shall not report to work, but shall receive all pay and benefits and shall be accessible to the DISTRICT during all scheduled working hours.

17.10 **RIGHT TO A PRE-DISCIPLINARY MEETING (SKELLY CONFERENCE).** The “notice of proposed discipline” shall inform the unit member of their right to request a pre-disciplinary meeting (Skelly Conference) prior to the imposition of the discipline. The unit member will be provided a copy in person, or by certified mail and regular mail, to include electronic service (i.e. email) if we are unable to serve the discipline in person, and will sign acknowledging receipt of the Notice of Proposed Discipline. Such request for a “pre-disciplinary meeting” (Skelly Conference) must be made in writing within five (5) days from receipt of the Notice of Proposed Discipline and must be actually received by the Vice-Chancellor of Human Resources or designee no later than five (5) days after the notice is delivered. If a unit member requests a “pre-disciplinary meeting” (Skelly Conference). In the event of the unit member’s timely request of a pre-disciplinary meeting (Skelly Conference), such a meeting shall be held no sooner than (5) days but within a reasonable period of time of upon the unit member’s request. At such a meeting the unit member shall be granted a reasonable opportunity, either in person or in writing, to make any representations the unit member believes are relevant to the case and put forth any information as to why the intended action should not proceed.

If a pre-disciplinary hearing is held, the DISTRICT shall provide the ASSOCIATION and unit member with a written notification of the Skelly Officer’s recommendation to either continue, amend, reduce, or dismiss the proposed discipline within ten (10) days.

17.11 **RIGHT TO AN EVIDENTIARY HEARING.** The “Notice of Proposed Discipline” shall inform the unit member of their right to request an evidentiary hearing after a decision is provided resulting from the pre-disciplinary meeting (Skelly Conference). Unit members’ have the right, upon request, to an evidentiary hearing before the disciplinary action is final. Such request for an evidentiary hearing must be made in writing within five (5) days from receipt of the Notice to Request an Evidentiary Hearing. If the unit member desires a hearing, Notice to Request an Evidentiary Hearing must be received by the Vice-Chancellor of Human Resources or designee no later than five (5) days after notice is delivered. If the unit member requests an evidentiary hearing within the five (5) day period, at such hearing the unit member will be provided an opportunity to present oral and/or documentary evidence, confront and cross-examine witnesses and to be represented by a representative of their choice. No evidentiary hearing shall be held unless written notice is delivered to the Vice-Chancellor of Human Resources or designee within five (5) days of the date this notice is served on the unit member.

Failure to file a timely request for an evidentiary hearing waives the unity members’ right to an evidentiary hearing and no hearing will be held.

17.12 **MEMBER'S RIGHT DURING AN EVIDENTIARY HEARING.**

- a. **Evidentiary Hearing.** All evidentiary hearings shall be conducted by a neutral hearing officer who shall be mutually agreed upon within twenty (20) days by the DISTRICT and ASSOCIATION. In the event the parties are unable to reach an agreement on the hearing officer within twenty (20) days from the date of the request for the hearing, a request for a list of five (5) qualified hearing officers will be submitted to the California Mediation and Conciliation Service by the DISTRICT. The Hearing Officer will be selected from the aforementioned list by alternate strike off. The first strike off will be determined by chance then each party will strike one name from the list until only one name remains. The remaining hearing officer will conduct the hearing. The hearing shall be conducted under rules of procedure established by the hearing officer which are consistent with the law. Both the DISTRICT and ASSOCIATION shall have the right to call witnesses, introduce evidence, cross examine any witness, and make motions or objections to the proceedings. All hearings shall be closed to the public unless the affected unit member specifically requests that the hearing be open to the public.
- b. **Witnesses and Evidence.** The hearing officer shall have the authority to compel the production of such witnesses and evidence as may be necessary to ensure that the unit member's due process rights are protected. The technical rules of evidence shall not apply. Hearsay evidence may be submitted to support direct evidence, but may not be sufficient standing alone to support a finding.
- c. Following the Evidentiary Hearing, the Hearing Officer shall render their findings, and decision, which shall be served on both parties. The Hearing Officer's decision is a recommendation only and is not binding.
- d. Unit members have the right to an evidentiary hearing before a neutral hearing officer; however, the Board of Trustee's determination of the sufficiency of the cause of disciplinary action shall be conclusive.
- e. **Costs.** The cost of the hearing and hearing officer will be borne by the DISTRICT.

ARTICLE 18: GRIEVANCE PROCEDURE

- 18.1 A “grievance” is a formal written allegation, on the prescribed DISTRICT form, by a unit member alleging a violation of this Agreement.
- 18.2 A “grievant” is a unit member, unit members, or the ASSOCIATION.
- 18.3 A “day” is any day in which the central administrative office of the San Bernardino Community College DISTRICT is open for business.
- 18.4 The “immediate supervisor” is the lowest level supervisor having immediate jurisdiction over the grievant and who has been designated to adjust grievances.
- 18.5 **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 have gave rise to the grievance. At the time of the conference, the unit member may be accompanied by another unit member.
- 18.6 **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 their grievance in writing to their immediate supervisor (Appendix F). 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 their decision to the unit member in writing within five (5) days after receipt of the written grievance.
- 18.7 **STEP 2.** In the event the grievant is not satisfied with the decision rendered by the supervisor, they may appeal the decision to the Chancellor or their 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 their designee, will communicate a decision in writing within ten (10) days after receipt of the appeal.
- 18.8 **STEP 3.** If the grievant is not satisfied with the decision of the Chancellor or their designee, the grievant may (with the approval of the ASSOCIATION) within thirty (30) days, submit a request in writing to the Chancellor for binding arbitration of the dispute.

- 18.8.1 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 (1) name remains. The remaining person shall be the arbitrator. The order of the striking shall be determined by lot.
- 18.8.2 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 a decision on the issue(s) submitted that shall be binding on the grievant, the ASSOCIATION and the DISTRICT. 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.
- 18.8.3 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.
- 18.8.4 The Arbitrator shall submit their 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 them. The arbitrator's findings of fact will be in writing and set forth their reasoning and decision on the issue(s) submitted.
- 18.9 **REPRESENTATION.** A unit member shall have the right to present grievances in accordance with these procedures with or without the intervention of the ASSOCIATION.
- 18.10 **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.
- 18.11 **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.
- 18.12 **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.
- 18.13 **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.
- 18.14 **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 19: VACATIONS

19.1 **PAID VACATION.** All unit members shall earn paid vacation time under the provisions of this Article.

19.2 **VACATION ELIGIBILITY.**

19.2.1 The first day of the month following the date of initial employment is considered the day and month in determining vacation entitlement.

19.2.2 Probationary unit members shall be eligible to accrue vacation, but earned vacation shall not become a vested right until completion of the initial six (6) months of paid status with the DISTRICT.

19.3 **INCREMENTS.**

19.3.1 Vacation shall be taken in increments of not less than one-quarter (1/4) hour.

19.4 **VACATION ACCRUAL FORMULA.**

19.4.1 Vacation for unit members shall be computed on an hourly basis, one hundred and seventy-three (173) hours being equal to one (1) full-month of employment. Unit members who work less than twelve (12) months per year and/or forty (40) hours per workweek shall earn vacation on a pro-rated basis per their classified assignment.

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

Zero (0) months through four (4) years, eight and sixty-seventh hours (8.67) per month (Thirteen (13) vacation days per year)
Beginning five (5) years through ten (10) years, ten and sixty-seventh hours (10.67) per month (Sixteen (16) vacation days per year)
Beginning eleven (11) years through fifteen (15) years, twelve and sixty-seventh hours (12.67) per month (Nineteen (19) vacation days per year)
Beginning sixteen (16) years, fourteen and sixty-seventh hours (14.67) per month (Twenty-two (22) vacation days per year)
One (1) additional vacation day will be earned effective with the 20th year of service
One (1) additional vacation day will be earned effective with the 25th year of service

19.4.3 **Partial Months.** Vacation earned for partial months worked shall be 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

19.5 **PART TIME WORKER VACATION ACCRUAL.**

19.51 Unit members working less than full time shall earn vacation on a pro rata basis of the amounts shown in Article 19.4.2.

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

19.6 **VACATION CAP.** Unit members anticipated to have more than four-hundred and eighty (480) hours of accumulated vacation at the end of the fiscal year will be required to reduce their balance to less than four hundred and eighty (480) hours. Unit members shall meet with their immediate supervisor to schedule time off. In any case where the DISTRICT and the unit member agree that vacation will not be taken in the foregoing manner, the unit member shall receive cash compensation at the unit member's regular rate of pay. The DISTRICT shall pay unit members in cash for all accumulated vacation hours accrued over the cap as of September 1st of the given year.

19.6.1 **Vacation Payout Implementation.** Effective July 1, 2023, any unit member with an excess of four hundred and eighty (480) hours of vacation will be paid out of those hours exceeding the four hundred and eighty (480) hours. The unit member shall receive cash compensation at the unit member's regular rate of pay and payout will be made available no later than October 15th.

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

19.8 **STATUS REPORT ON VACATION.**

19.8.1 All unit members shall have access to view their individual status report online. The report shall be updated quarterly

19.9 **HOLIDAYS (During Vacation).**

19.9.1 When a holiday falls during the scheduled vacation of any unit member, the day shall not be charged as a vacation day.

19.10 **VACATION SCHEDULING.**

19.10.1 Vacations shall be scheduled at times requested by unit members so far as possible within the DISTRICT's work requirements. If there is any conflict between unit members who are working on the same or similar job duties as to when vacations shall be taken, the vacations shall be rotated as equally as is practical among unit members within each department on a seniority basis.

19.11 **PRIOR APPROVAL.**

19.11.1 Unit members who request vacation shall do so by submitting a vacation request form to their immediate supervisor for approval at least five (5) working days, prior to the first day of the requested vacation 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 forty-eight (48) hours days of its receipt. If the immediate supervisor or designee does not respond by that time, the request is considered approved. If the request is denied, a reason for denial in writing shall be provided to the unit member. This decision shall not be arbitrary or capricious and every effort will be made by the DISTRICT to accommodate a unit member's request to take vacation.

19.12 **CONSECUTIVE FISCAL YEAR.**

19.12.1 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.

19.13 **UNAUTHORIZED ABSENCE.**

19.13.1 Any unit member absent without being on approved vacation leave shall have deducted from their salary the appropriate amount covering such period. The DISTRICT reserves the right to take any appropriate disciplinary action against such unit member, including termination.

19.14 **VACATION INTERRUPTION.**

19.14.1 A permanent unit member may interrupt or terminate their vacation in case of illness or injury, and use sick leave before continuing vacation or returning to work, subject to the following requirements:

19.14.2 The unit member must notify their immediate supervisor of the interruption or termination of their vacation prior to use of sick leave.

19.14.3 The immediate supervisor shall notify the unit member if they may continue their vacation, after use of sick leave, or if they must report to their normally assigned work.

19.14.4 Upon returning to the regularly assigned work, the unit member must furnish a written verification of the illness or injury by a licensed medical provider verifying the basis for such interruption or termination which interrupted or terminated their vacation.

19.15 **SEPARATION OR TERMINATION OF EMPLOYMENT.**

19.15.1 **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, except unit members who have not completed six (6) months of employment in the bargaining unit shall not be entitled to such compensation.

19.16 **VACATION PAYOUT.** A permanent unit member may request in writing to cash out their accrued vacation. This request must be received by the DISTRICT to be paid on their next pay cycle.

ARTICLE 20: HEALTH SERVICE, CONTINUATION AFTER RETIREMENT

- 20.1 **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**, with the least expensive hospitalization/medical plan paid by the DISTRICT until age 65. Retirees shall be responsible for any additional cost in the event they select a more expensive hospitalization/medical plan. Coverage after retirement is subject to the following conditions.
- 20.2 **DISABILITY RETIREMENT.** To be eligible for health coverage while on Public Employees' Retirement System disability retirement under this Article, the unit member shall have completed a minimum of five (5) continuous years' service with the DISTRICT.
- 20.2.1 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 (2) 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.
- 20.3 **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.
- 20.3.1 The unit member must be an employee of the DISTRICT immediately preceding retirement and must retire under the Public Employees' Retirement System or the State Teachers Retirement System.

- 20.4 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 Office of Human Resources Office of any change of address by certified mail.
 - c. The retiree must annually truthfully respond to a status questionnaire from the Office of 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 (1) DISTRICT offered medical plan to another by notifying the DISTRICT's Office of Human Resources Office prior to the end of the open enrollment period. Open enrollment periods may vary from year to year. Please contact the Office of Human Resources to verify period.

ARTICLE 21: SEVERABILITY

- 21.1 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 22: EFFECT OF AGREEMENT

- 22.1 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 23: SAFETY

- 23.1 **UNSAFE / UNSANITARY CONDITION.** Unit members 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 shall notify the unit member of any findings and suggested corrective action within five (5) working days of the receipt of the written request.
- 23.2 **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.
- 23.3 **THREATS OR ASSAULT BATTERY.** Unit members shall immediately report to their supervisors all cases of intimidation, bullying, threats and or acts of verbal/physical harm; of assault and/or battery suffered by them in connection with their employment. In the event any of the aforementioned listed are committed by a DISTRICT management employee the unit member may report it directly to the Office of Human Resources for investigating. The DISTRICT shall inform the affected unit member in writing within fifteen (15) working days of the findings.

Any student who has caused, attempted to cause, or threatened to cause physical injury to a unit member shall be disciplined in accordance with DISTRICT Board Policy that addresses standards of student conduct and disciplinary procedures. When requested by a unit member, the supervisor shall inform the affected unit member within fifteen (15) days of the action taken.

ARTICLE 24: CLASSIFIED STAFF TEACHING PART-TIME

- 24.1 **MINIMUM QUALIFICATIONS AND ASSIGNMENT.** Unit members desiring to teach part-time must meet “Minimum Qualifications for Faculty and Administrators in California Community Colleges” as adopted by the California Community Colleges Board of Governors.
- 24.1.1 Unit members are required to go through established recruitment processes for adjunct faculty.
- 24.1.2 Adjunct faculty assignments must be scheduled outside the assigned work hours of the unit member’s classified position.
- 24.1.3 Adjunct faculty assignments shall not cause the reduction in hours of the unit member’s classified position.
- 24.1.4 Adjunct instructional faculty assignments are limited to no more than one (1) class throughout the DISTRICT per academic semester.
- 24.1.5 Adjunct non-instructional faculty assignments are limited to no more than ten (10) hours throughout the DISTRICT per workweek.
- 24.1.6 Unit members shall not be allowed to provide instructional services on a voluntary basis.
- 24.2 **COMPENSATION.** For unit members whose adjunct faculty assignment causes the unit member to work beyond forty (40) hours per workweek, the overtime rate shall be calculated in accordance with the weighted blended rate method per Fair Labor Standards Act (FLSA). If the weighted blended overtime rate of pay for the adjunct faculty assignment is less than the appropriate faculty hourly rate, the unit member shall be paid the appropriate faculty hourly rate for the assignment.

ARTICLE 25: COMPLETION OF MEET AND NEGOTIATION

25.1 **TERM.** The DISTRICT and ASSOCIATION agree to a three-year Agreement beginning with July 1, 2020 and ending on June 30, 2023. 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.

For 2022-2023, The ASSOCIATION reserves the right to re-open **Article 7** for negotiations on salary increases, both parties agree to open **Article 10 Health & Welfare**. In addition, each party may reopen up to two (2) other Articles each year.

This Agreement has been ratified by CSEA on November 27, 2022.

ASSOCIATION:

Cassandra Thomas
Cassandra Thomas, President CSEA #291

Yendis Battle
Yendis Battle, Team Member

Brandice Mello
Brandice Mello, Team Member

David Stevenson
David Stevenson, Team Member

Ernest Guillen
Ernest Guillen, Team Member

Noah Snyder
Noah Snyder, CSEA Labor relations
Representative

DISTRICT:

Kristina Hannon
Kristina Hannon, Vice
Chancellor of Human Resources
& Police Services

Karla Bonnet
Karla Bonnet, Interim Associate
Director of Human Resources

Tiffany Guevara
Tiffany Guevara, Interim
Associate Director of Human
Resources

Marty Milligan
Marty Milligan, Director of
Student Accessibility Services

April Dale
April Dale, Director of Admissions &
Records

CSEA COLLECTIVE BARGAINING AGREEMENT APPENDICES

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 Officer to the Chancellor
Assistant Director
Assistant Manager, Workforce Development
Associate Dean
Associate Vice Chancellor
Chancellor
Chief of Police
Chief Technology Officer
College President
Dean / Director / Administrator / Manager / Supervisor
Executive Administrative Assistant
Executive Director
Executive Vice Chancellor
Human Resources Analyst
Human Resources Coordinator
Human Resources Generalist
Police Lieutenant
Police Officer
Police Sergeant
Senior District Director
Senior Executive Administrative Assistant
Senior Staff Assistant
Vice Chancellor
Vice President

And substitute employees, short-term employees, professional expert employees and student employees and any other management, supervisory, and confidential positions created during the term of this Agreement.



APPENDIX B

SCHEDULE CHANGE REQUEST FORM

Employee: _____

Position: _____

Site: _____ **Department:** _____

Current schedule:

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday

New schedule:

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday

Desired effective date: _____

Date notice provided to employee: _____

Justification:

Manager signature: _____

Date: _____

6.4 The DISTRICT may change a unit member’s permanent work schedule, beginning and ending times, provided that it gives the unit member and the ASSOCIATION twenty-one (21) calendar days’ notice, except in emergency circumstances (per Article 2.3). 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. The immediate supervisor will complete a Schedule Change Request Form and submit it to the Office of Human Resources. Any changes to a permanent schedule shall be mutually agreed upon by the DISTRICT and ASSOCIATION.

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.

Copy to HR
Copy to Employee

APPENDIX C

Tuition/Enrollment Reimbursement Forms

As a classified employee of the District, you have two (2) education benefits:

1. Enrollment fee reimbursement for courses offered at San Bernardino Valley College and Crafton Hills College. This benefit applies to you and your dependents. Dependents include:
 - Spouse or registered domestic partner
 - Child up to age 19
 - Child is between 19 and 25 attending school full-time (9+ units) or are more than 50% financially dependent, unmarried and reside with parent or are away at college.
 - Disabled children over age 19

This benefit has the following restrictions:

- Employee must have completed your probationary period and a year of service
- Employee courses must be taken outside of working hours
- Reimbursement is for enrollment fees only (cost for all units enrolled)
- Can only be used for credit courses
- Must earn a grade of “C” or better
- No prior approval required

To use this benefit, please do the following:

- Once you have completed your probationary period, register for courses, and pay the enrollment fees
- You or your dependent take the course and pass with a “C” or better
- Complete the appropriate **Enrollment Fee Reimbursement** form (found on the following pages, there is one for the employee and another one for dependents) and provide proof of payment of fees and successful completion of courses
- Get reimbursed for enrollment fees

2. 80% Tuition cost reimbursement for courses completed outside of the District. This benefit can be used at any educational institution and has the following restrictions:
 - For the employee only after completing probationary period and a year of service
 - Reimbursement is based on the cost of the University of California (UC) system. This means that you can take courses at any institution and be reimbursed up to what it would have cost at the UC
 - Must earn a grade of “C” or better
 - Must have management approval before course begins (use the Course Approval Form on the next page)

To use this benefit, please do the following:

- Once you have completed your probationary period, complete the **Course Approval** Form on the next page and have it approved by your supervisor and Chancellor
- Once approved, take the course and pass with a “C” or better
- Complete the **Tuition Reimbursement** form (found on the following pages) and provide proof of payment of fees and successful completion of courses
- Get reimbursed up to 80% of your tuition

San Bernardino Community College District
 Enrollment Fee Reimbursement Form- CSEA Bargaining Unit Member
 Crafton Hills College/San Bernardino Valley College Courses
 Article 7.4

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 and 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:

- 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

APPENDIX C

San Bernardino Community College District
 Enrollment Fee Reimbursement Form - CSEA Benefit Eligible Dependent
 Crafton Hills College/San Bernardino Valley College Courses
 Article 7.5

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

San Bernardino Community College District

Course Approval Form for Tuition Reimbursement

Outside District – CSEA Bargaining Unit Member

Article 7.4.6

Employee Name: _____ Last four (4) Social Security Number: _____

Classification: _____ Department: _____ Site: _____

Course Approval

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 24 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 and a year of service as a classified employee shall be eligible for this benefit.

All outside 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	TERMS/DATES	TUITION COST
TOTAL TUITION COST:				

THESE COURSE(S) PERTAIN TO MY CLASSIFIED POSITION IN THE FOLLOWING WAY:

I REQUEST PRIOR APPROVAL FOR TUITION REIMBURSEMENT FOR THE COURSE(S) LISTED ABOVE

Employee Signature

Date

APPROVED **DENIED**

Immediate Supervisor Signature

Date

APPROVED **DENIED**

Chancellor Signature

Date

APPENDIX C

San Bernardino Community College District
 Tuition Reimbursement Form - Outside District
 CSEA Bargaining Unit Member
 Article 7.4.6

Employee Name: _____ Last four (4) Social Security Number: _____

Classification: _____ Department: _____ Site: _____

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 24 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 and a year of service as a classified employee shall be eligible for this benefit.

All outside 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	TERMS/DATES	TUITION COST
TOTAL TUITION COST:				

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

APPROVED **DENIED**

Immediate Supervisor Signature

Date



APPENDIX D

EMPLOYEE PERFORMANCE REPORT

Employee Name: _____ Position Title: _____

Department: _____ Supervisor: _____

Evaluation Period: From _____ To: _____
Month/Year Month/Year

Probationary Evaluation: First <input type="checkbox"/> Second <input type="checkbox"/>	<input type="checkbox"/> Bi-Annual Evaluation Due by April 30	<input type="checkbox"/> Additional Evaluation
--	--	--

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 and characteristics and to identify and address developmental 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.
**If a 2 or 1 rating is given, specific recommendations for improvement must be provided by the evaluator.*

MEASURES OF PERFORMANCE

MEASURE	RATING	COMMENTS
<i>Knowledge of Work:</i> Understanding of duties and procedures – job knowledge		
<i>Work Quantity:</i> Amount of work performed		
<i>Work Quality:</i> Accuracy, neatness, thoroughness		

APPENDIX D

Continued

MEASURE	RATING	COMMENTS
<i>Work Planning:</i> Ability to layout or plan work, carry through and complete		
<i>Attendance:</i> Punctual, observe work hours and rest periods		
<i>Cooperation:</i> Willing and able to work effectively with others		
<i>Dependability:</i> Can be relied upon consistently		

OTHER:

Describe

OTHER:

Describe

OTHER:

Describe

SUMMARY (Short Summary Statement Required):

Provide an overall assessment of the employee's performance during the evaluation period, and specify major strengths and areas needing improvement.

Continued

EMPLOYEE DEVELOPMENT: CURRENT POSITION

DEVELOPMENT AREA	DEVELOPMENT ACTIVITY	SCHEDULED DATE
Indicate the result or characteristic area (s) needing improvement for current job responsibilities.	Indicate training, special assignments, project, job rotation, etc.	

EMPLOYEE DEVELOPMENT: CAREER ADVANCEMENT

DEVELOPMENT AREA	DEVELOPMENT ACTIVITY
Indicate the result or characteristic area (s) needing improvement for enhancing opportunities for career development.	Indicate training, special assignments, project, job rotation, etc.

COMMENTS BY EMPLOYEE (if desired):

My signature verifies that I have seen and discussed this report of performance with my supervisor, but it does not necessarily mean that I agree with the rating. I understand that I have the right to file a written response to this evaluation to be included in my personnel file within thirty (30) calendar days of the date of this report.

EMPLOYEE'S SIGNATURE _____ DATE _____

MANAGER'S SIGNATURE _____ DATE _____

OFFICE OF HUMAN RESOURCES _____ DATE _____

APPENDIX E



Request for Consideration of Position Reclassification Procedures

Reclassification is the upgrading of a position to a higher classification because of the gradual increase of the duties being performed in the position. All contract language on this process can be found in Article 16.3. A request to consider position reclassification can be submitted at any time and will be reviewed monthly in a collaborative process between the Association (CSEA) and the District.

- Step 1:** Reclassification request must be submitted to the Office of Human Resources (HR) utilizing this form.
- Step 2:** Upon receipt of the request, HR will date stamp the request prior to forwarding a copy to the unit member's immediate supervisor. CSEA and the unit member shall receive a date stamped copy immediately.
- Step 3:** The immediate supervisor will provide their comments to HR within fifteen (15) working days. CSEA and the unit member shall receive a date stamped copy immediately.
- Step 4:** Reclassification review by the Negotiation Teams shall occur at the next scheduled negotiations meeting and a decision shall be rendered within 45 days of submission. If it is found that duties performed are not found in any job description, an appropriate job description will be negotiated within 45 days of the decision.
- Step 5:** If requested, a unit member shall have a personal interview with the Negotiating Teams to clarify and add to any information in the reclassification request form.
- Step 6:** Human Resources will notify the unit member(s) of the negotiated decision in writing within ten (10) working days at the conclusion of the meeting. If the request is denied, HR will notify the unit member of the denial and the rationale.
- Step 7:** Reconsideration/Appeal Process: The unit member has the right to appeal in writing to the Chancellor within fifteen (15) working days of the negotiated decision. The Chancellor shall notify the unit member and the Reclassification Committee in writing within thirty (30) working days of their decision, which shall be final.
- Step 8:** All approved reclassification requests shall be captured in a Memorandum of Understanding (MOU) and submitted for Board Agenda for the next scheduled Board meeting.

Incumbent Rights: When a position is reclassified, the incumbent in the position shall be entitled to serve in the position.

Salary of Position Reclassification: The salary of a unit member in a position that is reclassified shall be determined as follows:

- A. If a position is reclassified to a classification having the same salary range (reclassification – lateral), the salary and anniversary date of the unit member shall not change.
- B. If a position is reclassified to a classification having a higher salary range (reclassification – upward), the unit member shall be placed on the appropriate salary range of their new classification which would result in no less than a five (5%) percent increase over the current salary, except if the new placement is at the highest step. The anniversary date of the unit member shall not change.

The effective date of the reclassification shall be the date the application was stamped received by the DISTRICT.

The District and CSEA may propose a reclassification for any position at any time during the life of the Agreement.

Request for Consideration of Position Reclassification Form

This form is designed to assist you in describing your position. Please fill out this form completely. If a question does not apply to your position, please write "N/A" for that item. Thank you for your cooperation.

Received by Human Resources on: _____
 Supervisory Comments Received by HR on: _____
 Reviewed by Reclassification Committee on: _____
 Received by the Chancellor on: _____

SECTION 1

1. Name: _____
2. Department/Division: _____
3. Business Telephone Number: _____
4. Position's Classification Title: _____
5. How long have you been in this classification: _____
6. Name of immediate Supervisor: _____
7. Title of Immediate Supervisor: _____

SECTION 2: WORK ACTIVITIES LIST: Please describe the major parts of what you do on your job. List only the major functions, separately, in order of importance. Provide a description of each of those duties. Indicate the approximate percentage of total working time you spend on each major work activity and the frequency such as **daily (D)**, **weekly (W)**, **monthly (M)**, or **annually (Y)**. Please indicate which duties are not currently part of your job description and the length of time you have been performing each of those duties.

	Duty	Frequency: D/W/M/Y	Outside of Current Job Description (Y/N)	If Outside of Job Description, How Long Performed
1				years months
2				years months
3				years months
4				years months
5				years months
6				years months
7				years months
8				years months
9				years months
10				years months

APPENDIX E

11				years
				months
12				years
				months

** If you need additional space, please use supplemental sheet and check this box*

SECTION 3: EQUIPMENT, TOOLS AND MATERIALS: What machinery, vehicles, or motorized equipment do you use in your work, and how often do you use each (daily, weekly, etc.)?

	List of Equipment, Tools, and Materials	Frequency: D/W/M/Y
1		
2		
3		
4		
5		

** If you need additional space, please use supplemental sheet and check this box*

SECTION 4: PHYSICAL REQUIREMENTS

Are there any special or unusual physical skills or effort required on your job?

Do you require any special accommodations to perform your job?

SECTION 5: PROBLEM-SOLVING INSTRUCTIONS

How are instructions provided: Orally In Writing Computer E-mail

How specific or general are these are these instructions? Please explain:

How are priorities and/or deadlines decided for your position?

What occasions are there (if any) when instructions are not provided?

At what stage and by whom (job title) are your assignments normally reviewed?

How can you and your supervisor determine the quality of your work?

How often do you meet with your supervisor, and for what purpose?

SECTION 6: TRAINING AND EXPERIENCE

Please indicate the length and type of formal and/or on-the-job training that is essential before an average person could perform your job successfully? ____ years ____ months

Please indicate the number of years (or months) and type of prior job experience that is essential before an average person could perform your job successfully.

	Type of Experience	Number of Years/Months
1		____ years ____ months
2		____ years ____ months
3		____ years ____ months

** If you need additional space, please use supplemental sheet and check this box*

What license(s), certification, registration, or related regulatory requirements are there for your job?

SECTION 7: AUTHORITY & ACCOUNTABILITY

What kinds of actions, documents, plans, or functions **require** your authorization?

What kinds of significant decisions are you authorized to make **without** clearing them through your supervisor?

What work decision **require** clearance from your supervisors? Please give examples.

What are the most difficulty/important decisions you make? Describe their impact on your organizational unit, other employees, students, members of the public and/or the community.

SECTION 8: INTERACTION WITH OTHERS

To do your job effectively, what people are you required to interact with, **other than** your immediate supervisor and co-workers?

Within your organization, please indicate the job titles and departments of the employees with whom you regularly work.

Outside of your organization, indicate the nature of your contacts with members of the community, students, other government agencies, vendors, contractors, etc.

SECTION 9: LANGUAGE REQUIREMENTS

Does your job require that you converse in a language other than English? If so, please indicate what language(s), level of proficiency, how often, for what purpose.

Language(s): Level of Proficiency: Frequency: Purpose:

SECTION 10: CHANGES TO POSITION

Duties Deleted: During the past two years, what duties have been removed from your position? Please explain.

Other Changes: List other changes that have taken place in your position, such as the level of supervision exercised or received, policy or procedural changes, new tools or equipment, new processes, etc.

Are there any positions in your agency or other agencies whose duties and responsibilities appear to be equal to your job?

How long have you performed the current duties assigned to your position? ____ years ____ months

APPENDIX E

SECTION 11: SUPERVISORY AND SUPPLEMENTAL QUESTIONNAIRE: *To be completed only by individuals who supervise other employees.*

SUPERVISION & SPAN OF CONTROL: Please indicate the job titles and names of the employees who report directly to you, and not through a subordinate supervisor.

Please indicate the job titles, and number of positions for each, that report to your direct subordinates.

SUPERVISORY RESPONSIBILITIES: Does your position have the authority to take any of the following actions? If not, does your supervisor rely mainly on your recommendation to make the decision?

<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> If no, relies mainly on your recommendation	Hire employees
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> If no, relies mainly on your recommendation	Promote employees
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> If no, relies mainly on your recommendation	Transfer employees
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> If no, relies mainly on your recommendation	Prepare work schedule
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> If no, relies mainly on your recommendation	Assign/review work
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> If no, relies mainly on your recommendation	Train employees
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> If no, relies mainly on your recommendation	Assign/approve overtime
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> If no, relies mainly on your recommendation	Assign/approve comp time
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> If no, relies mainly on your recommendation	Prepare performance appraisals
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> If no, relies mainly on your recommendation	Approve sick/vacation leave
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> If no, relies mainly on your recommendation	Recall employees to work in emergencies
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> If no, relies mainly on your recommendation	Award pay increases
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> If no, relies mainly on your recommendation	Discipline employees
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> If no, relies mainly on your recommendation	Suspend employees
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> If no, relies mainly on your recommendation	Terminate employees

I certify that I have read the instructions, that the entries made above are my own and to the best of my knowledge are accurate and complete.

OPTIONAL: I would like to request for a personal interview with the Reclassification Committee. Yes No

Employee Signature: _____ **Date:** _____

SECTION 2: SUPPLEMENTAL SHEET

SECTION 2: WORK ACTIVITIES LIST: Please describe the major parts of what you do on your job. List only the major functions, separately, in order of importance. Provide a description of each of those duties. Indicate the approximate percentage of total working time you spend on each major work activity and the frequency such as **daily (D)**, **weekly (W)**, **monthly (M)**, or **annually (Y)**. Please indicate which duties are not currently part of your job description and the length of time you have been performing each of those duties.

	Duty	Frequency: D/W/M/Y	Outside of Current Job Description (Y/N)	If Outside of Job Description, How Long Performed
13				years months
14				years months
15				years months
16				years months
17				years months
18				years months
19				years months
20				years months
21				years months
22				years months
23				years months
24				years months
25				years months

SECTION 3: SUPPLEMENTAL SHEET

SECTION 3: EQUIPMENT, TOOLS AND MATERIALS: What machinery, vehicles, or motorized equipment do you use in your work, and how often do you use each (daily, weekly, etc.)?

	List of Equipment, Tools, and Materials	Frequency: D/W/M/Y
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

SECTION 6: SUPPLEMENTAL SHEET

SECTION 6: TRAINING AND EXPERIENCE

Please indicate the number of years (or months) and type of prior job experience that is essential before an average person could perform your job successfully.

	Type of Experience	Number of Years/Months
1		____ years ____ months
2		____ years ____ months
3		____ years ____ months
4		____ years ____ months
5		____ years ____ months
6		____ years ____ months
7		____ years ____ months
8		____ years ____ months
9		____ years ____ months
10		____ years ____ months
11		____ years ____ months
12		____ years ____ months
13		____ years ____ months
14		____ years ____ months

APPENDIX E



IMMEDIATE SUPERVISOR'S STATEMENT

(To be completed by employee's immediate supervisor)

Please attach a copy of agency/division organizational chart with this questionnaire.

1. Is this a newly budgeted position? Yes No If so, please indicate the date of approval: _____
2. Has the volume of work changed significantly? Yes No If yes, please explain:
3. If duties have been deleted, what are they, and to which position(s)/classification(s) have they been assigned?
4. If new duties have been added, what are they, and which position(s)/classification(s) performed them previously?
5. What classification do you recommend for this position?
6. Aside from the above, are there other reasons (not compensation) why the current classification is no longer appropriate for this position? Yes No Please explain:
7. Are there other positions whose duties and responsibilities appear to be equivalent?
8. Are the changes in the position's duties/responsibilities due to reorganization? If so, please describe:
9. What is the next lower and higher classification in the normal career progression for this job?
Lower: _____ Higher: _____
10. What is the normal training period for new employees to reach full performance? _____ years _____ months
11. Please provide other relevant information (other than compensation factors) to justify or clarify the reason for requesting the reclassification/re-evaluation study of this position.

SUPERVISOR'S REVIEW FOR ACCURACY: I have reviewed and discussed the contents of this position description with the employee. Except for the items noted below, I find the questionnaire accurate and complete.

IMMEDIATE SUPERVISOR'S COMMENTS:

Immediate Supervisor Signature: _____ **Date:** _____

Vice President Signature: _____ **Date:** _____



APPENDIX F

GRIEVANCE FORM STEP 1

Received: _____
Date: ____ Time: ____
Grievance #: _____

TO: _____
 Name of Immediate Supervisor Title

FROM: _____
 Name of Grievant Work Location

- Date event took place:**
- Date of informal conference:**
- Concise statement of the grievances (including name, dates, places, time, circumstances, etc.):**

4. What specific provision of the Collective Bargaining Agreement is alleged to have been violated/misapplied?

Page/Document: Article: Sub Paragraph(s):

5. Decision rendered at the informal conference:

6. Reason(s) why this decision is unacceptable, and the specific remedy sought:

7. _____
 Name of Conferee, if any:

8. _____
 Date Signed _____

 Signature of Grievant(s)

Upon receipt of this form, under Article 18.6 Formal Level 1 the immediate supervisor shall communicate a decision to the employee in writing within five (5) days after receipt of this written grievance. In the event the grievant is not satisfied with the decision by the immediate supervisor they may appeal the decision to the Chancellor under Article 18.7, Step 2.

Copies to go to: Immediate Supervisor Director of Human Resources CSEA Association

APPENDIX G
Classified Salary Schedule
Board Approved 12/09/2022

Effective: 07/01/22
 ***Revision Effective 08/01/17
 (See footer notes)
 [p.14]

RANGE	POSITION	STEP					
		A	B	C	D	E	F
18		\$ 16.37	\$ 17.19	\$ 18.04	\$ 18.96	\$ 19.88	\$ 20.48
19	▪ Bookstore Customer Service Assistant	\$ 16.79	\$ 17.63	\$ 18.49	\$ 19.44	\$ 20.40	\$ 21.01
20	▪ Food Service Worker I	\$ 17.19	\$ 18.05	\$ 18.96	\$ 19.89	\$ 20.90	\$ 21.53
21	▪ Child Development Assistant	\$ 17.63	\$ 18.49	\$ 19.44	\$ 20.40	\$ 21.40	\$ 22.04
22		\$ 18.05	\$ 18.96	\$ 19.89	\$ 20.90	\$ 21.96	\$ 22.62
23	▪ Courier	\$ 18.50	\$ 19.44	\$ 20.41	\$ 21.42	\$ 22.50	\$ 23.17
24		\$ 18.98	\$ 19.94	\$ 20.94	\$ 21.99	\$ 23.09	\$ 23.78
25	▪ Lead Food Service Worker *	\$ 19.45	\$ 20.43	\$ 21.46	\$ 22.52	\$ 23.67	\$ 24.38
26	▪ P.E. & Athletic Equipment Specialist ▪ Sport Information Specialist ▪ Tool Room Specialist	\$ 19.94	\$ 20.94	\$ 21.99	\$ 23.07	\$ 24.22	\$ 24.95
27	▪ Bookstore Assistant ▪ Custodian ▪ Library Media Clerk ▪ Mail Clerk	\$ 20.44	\$ 21.48	\$ 22.52	\$ 23.68	\$ 24.84	\$ 25.59
28	▪ Aquatic Center Pool Attendant	\$ 20.95	\$ 22.00	\$ 23.10	\$ 24.24	\$ 25.45	\$ 26.22
29	▪ Administrative Clerk ▪ CDC Food Service Specialist	\$ 21.50	\$ 22.56	\$ 23.69	\$ 24.86	\$ 26.12	\$ 26.91
30	▪ Grounds Caretaker ▪ Student Services Technician I	\$ 22.01	\$ 23.12	\$ 24.27	\$ 25.48	\$ 26.76	\$ 27.56
31	▪ Book Buyer ▪ Lead Custodian * ▪ Payroll Assistant ▪ Purchasing Technician	\$ 22.56	\$ 23.69	\$ 24.86	\$ 26.12	\$ 27.43	\$ 28.25
32		\$ 23.13	\$ 24.29	\$ 25.52	\$ 26.79	\$ 28.12	\$ 28.96
33	▪ Administrative Assistant I ▪ Admissions and Records Technician ▪ College Security Officer ▪ Printing Operations Specialist	\$ 23.71	\$ 24.86	\$ 26.15	\$ 27.44	\$ 28.80	\$ 29.66
34	▪ Account Technician ▪ Grant Technician ▪ Library Technical Assistant I ▪ Maintenance Worker ▪ Student Services Technician II ▪ Warehouse Technician	\$ 24.29	\$ 25.52	\$ 26.79	\$ 28.12	\$ 29.54	\$ 30.42
35	▪ Assistant Bookstore Manager ▪ Child Development Teacher ▪ Lead Grounds Caretaker *	\$ 24.89	\$ 26.16	\$ 27.45	\$ 28.81	\$ 30.25	\$ 31.15
36	▪ Development Assistant	\$ 25.54	\$ 26.80	\$ 28.15	\$ 29.56	\$ 31.03	\$ 31.96
37	▪ Administrative Assistant II ▪ Library Technical Assistant II *	\$ 26.17	\$ 27.47	\$ 28.83	\$ 30.27	\$ 31.79	\$ 32.75
38	▪ Admissions and Records Specialist ▪ Broadcast Operator** ▪ Technology Support Technician ▪ Evidence and Records Technician ▪ Financial Aid Technician ▪ Senior Student Service Technician *	\$ 26.81	\$ 28.16	\$ 29.57	\$ 31.04	\$ 32.59	\$ 33.57

* Lead, Advanced, or Senior Level Classification

** Under Review

*** Only new positions, updated titles and range placements as designated by the 2021 Classification Study are retroactive to 08/01/17 effective date.

**Classified Salary Schedule
 Board Approved 12/09/2022**

RANGE	POSITION	STEP					
		A	B	C	D	E	F
39	▪ Lab Assistant I - Aeronautics	\$ 27.50	\$ 28.86	\$ 30.32	\$ 31.83	\$ 33.44	\$ 34.45
	▪ Lab Assistant I - Electricity/Electronics						
	▪ Lab Assistant I - Emergency Medical Services (EMS)						
	▪ Lead Child Development Teacher *						
	▪ Payroll Technician						
	▪ Senior Printing Operations Specialist *						
40	▪ Financial Aid Specialist	\$ 28.18	\$ 29.60	\$ 31.06	\$ 32.61	\$ 34.25	\$ 35.28
	▪ Broadcast Technician						
41	▪ Administrative Assistant III	\$ 28.88	\$ 30.32	\$ 31.84	\$ 33.44	\$ 35.09	\$ 36.14
	▪ Job Developer						
	▪ Purchasing Agent						
	▪ Student Activities Specialist						
42	▪ Academic Support Specialist	\$ 29.62	\$ 31.10	\$ 32.66	\$ 34.28	\$ 35.99	\$ 37.08
	▪ Accountant						
	▪ Admissions and Record Coordinator *						
	▪ Admissions and Record Evaluator						
	▪ HVAC/R Technician						
	▪ Lab Assistant II - Allied Health						
	▪ Lab Assistant II - Art						
	▪ Lab Assistant II - Culinary Arts						
	▪ Lab Assistant II - Multimedia						
	▪ Maintenance Technician						
	▪ Producer, Radio						
	▪ Research Data Specialist						
	▪ Schedule/ Catalog Data Specialist						
▪ Traffic Coordinator, TV							
▪ Veterans Services Coordinator							
43	▪ Curriculum Coordinator	\$ 30.35	\$ 31.86	\$ 33.45	\$ 35.12	\$ 36.88	\$ 37.98
	▪ Senior Payroll Technician*						
44	▪ Athletic Trainer	\$ 31.11	\$ 32.67	\$ 34.28	\$ 35.99	\$ 37.81	\$ 38.94
	▪ Graphic Specialist						
	▪ Planetarium Production & Presentation Coordinator						
	▪ Project Analyst						
	▪ Senior Producer, Radio**						
	▪ Telecommunications Engineer**						
▪ User Liaison							
45	▪ Administrative Coordinator *	\$ 31.89	\$ 33.48	\$ 35.16	\$ 36.90	\$ 38.78	\$ 39.94
	▪ Development Coordinator						
	▪ EOPS Coordinator						
	▪ Financial Aid Coordinator *						
	▪ Institutional Advancement Coordinator						
	▪ Interpreting Services Specialist						

* Lead, Advanced, or Senior Level Classification

** Under Review

*** Only new positions, updated titles and range placements as designated by the 2021 Classification Study are retroactive to 08/01/17 effective date.

APPENDIX G

**Classified Salary Schedule
 Board Approved 12/09/2022**

RANGE	POSITION	STEP					
		A	B	C	D	E	F
46	<ul style="list-style-type: none"> ▪ Basic Needs Coordinator ▪ Coordinator, Outreach and Relations with Schools ▪ Distance Education Systems Administrator ▪ Environmental Health & Safety Specialist ▪ Senior Accountant * ▪ Student Services Coordinator 	\$ 32.69	\$ 34.32	\$ 36.03	\$ 37.84	\$ 39.72	\$ 40.91
47	<ul style="list-style-type: none"> ▪ Admissions & Records Lead Evaluator * ▪ Lab Technician I - Biological Sciences ▪ Lab Technician I - Computer Information ▪ Lab Technician I - Geo-Science & Anthropology ▪ Lab Technician I - Physics/Astronomy ▪ Lead Maintenance Technician * 	\$ 33.50	\$ 35.18	\$ 36.94	\$ 38.80	\$ 40.73	\$ 41.95
48	<ul style="list-style-type: none"> ▪ Alternative Media and Assistive Technology Specialist ▪ Program/Content Coordinator, KVCR 	\$ 34.35	\$ 36.05	\$ 37.85	\$ 39.77	\$ 41.75	\$ 43.00
49		\$ 35.19	\$ 36.94	\$ 38.81	\$ 40.75	\$ 42.78	\$ 44.06
50	<ul style="list-style-type: none"> ▪ Marketing & Communications Coordinator - KVCR/FNX ▪ Laboratory Technician II - Anatomy & Physiology ▪ Laboratory Technician II - Microbiology ▪ Producer/Director, TV ▪ Program Coordinator ATTC** ▪ RF/ Microwave Engineer, Radio** ▪ Senior Theatre Arts Technical Support Specialist * ▪ Technology Support Specialist 	\$ 36.07	\$ 37.86	\$ 39.78	\$ 41.76	\$ 43.85	\$ 45.16
51		\$ 36.96	\$ 38.82	\$ 40.77	\$ 42.81	\$ 44.95	\$ 46.29
52	<ul style="list-style-type: none"> ▪ Laboratory Technician III - Chemistry ▪ Telecommunications Specialist 	\$ 37.88	\$ 39.80	\$ 41.80	\$ 43.87	\$ 46.06	\$ 47.45
53	<ul style="list-style-type: none"> ▪ Contracts and Liability Specialist ▪ Data Analyst 	\$ 38.84	\$ 40.78	\$ 42.82	\$ 44.97	\$ 47.22	\$ 48.64
54	<ul style="list-style-type: none"> ▪ Budget Analyst ▪ Instructional Technology Specialist ▪ Research Analyst ▪ Web Developer 	\$ 39.82	\$ 41.81	\$ 43.88	\$ 46.08	\$ 48.38	\$ 49.83
55		\$ 40.80	\$ 42.84	\$ 44.99	\$ 47.25	\$ 49.61	\$ 51.10
56		\$ 41.83	\$ 43.90	\$ 46.11	\$ 48.42	\$ 50.83	\$ 52.35
57	<ul style="list-style-type: none"> ▪ Systems Analyst 	\$ 42.87	\$ 45.01	\$ 47.27	\$ 49.63	\$ 52.12	\$ 53.69
58		\$ 43.95	\$ 46.15	\$ 48.46	\$ 50.86	\$ 53.39	\$ 55.00
59		\$ 45.05	\$ 47.29	\$ 49.65	\$ 52.14	\$ 54.75	\$ 56.39
60		\$ 46.17	\$ 48.47	\$ 50.88	\$ 53.45	\$ 56.12	\$ 57.80
61		\$ 47.31	\$ 49.70	\$ 52.17	\$ 54.78	\$ 57.52	\$ 59.24
62		\$ 48.51	\$ 50.94	\$ 53.48	\$ 56.14	\$ 58.96	\$ 60.72
63	<ul style="list-style-type: none"> ▪ Senior Programmer/Analyst * ▪ Senior Research and Planning Analyst * ▪ Senior Technology Support Specialist * ▪ Senior Web Developer * 	\$ 50.02	\$ 52.53	\$ 55.16	\$ 57.91	\$ 60.82	\$ 62.64

* Lead, Advanced, or Senior Level Classification

** Under Review

*** Only new positions, updated titles and range placements as designated by the 2021 Classification Study are retroactive to 08/01/17 effective date.

Effective: 07/01/22
***Revision Effective 08/01/17
(See footer notes)
[p.4/4]

**Classified Salary Schedule
Board Approved 12/09/2022**

RANGE	POSITION	STEP					
		A	B	C	D	E	F
64		\$ 51.27	\$ 53.82	\$ 56.53	\$ 59.36	\$ 62.32	\$ 64.19
65		\$ 52.55	\$ 55.18	\$ 57.95	\$ 60.83	\$ 63.87	\$ 65.78
66		\$ 53.85	\$ 56.55	\$ 59.38	\$ 62.35	\$ 65.47	\$ 67.43

* Lead, Advanced, or Senior Level Classification

** Under Review

*** Only new positions, updated titles and range placements as designated by the 2021 Classification Study are retroactive to 08/01/17 effective date.

APPENDIX H

HMO Plans Features	Anthem Blue Cross		Kaiser Permanente	
	California Care (Full Network)	Select (Limited Network)	\$10	\$30
Primacy Doctor & Specialist visits	\$10 copay	\$10 copay	\$10 copay	\$30 copay
MDLive consultation	100%	100%	n/a	n/a
Out-of-Pocket Maximum (Individual / Family)	\$1,000 / \$2,000	\$1,000 / \$2,000	\$1,500 / \$3,000	\$1,500 / \$3,000
Lifetime Plan Maximum	Unlimited			
Annual Physical Exams with Preventive Tests	100%	100%	100%	100%
Diagnostic X-Ray and Lab Tests	100%	100%	100%	100%
Advanced Diagnostic Imaging	\$100 copay/test	\$100 copay/test	100%	100%
Semi-Private Room & Board; including Services and Supplies	100%	100%	100%	100%
Prenatal and Post-natal Care	\$10 copay	\$10 copay	100%	100%
Surgical Services (Outpatient Facility)	100%	100%	\$10 / procedure	\$30 / procedure
Emergency Services (Emergency Room)	\$100 copay waived if admitted	\$100 copay waived if admitted	\$100 copay waived if admitted	\$100 copay waived if admitted
Ambulance (Air/Ground)	\$100 copay/trip	\$100 copay/trip	\$50 copay / trip	\$50 copay / trip
Urgent Care Facility	\$10 copay	\$10 copay	\$10 copay	\$30 copay
Mental Health Benefits				
Inpatient Care	100%	100%	100%	100%
Outpatient Care (routine)	\$10 copay	\$10 copay	\$10 copay / individual visit \$5 copay / group	\$30 copay / individual visit \$15 copay / group
Substance Abuse				
Inpatient Hospitalization	100%	100%	100%	100%
Outpatient Services (routine)	\$10 copay	\$10 copay	\$10 copay / individual visit \$5 copay / group	\$30 copay / individual visit \$5 copay / group
Durable Medical Equipment	100%	100%	100%	100%
Hearing				
Exam				
Aid(s)	50% coinsurance	50% coinsurance	Amount in Excess of \$2,000/Aid/36 months	Amount in Excess of \$2,000/Aid/36 months

HMO Plans Features <i>(Continued)</i>	Anthem Blue Cross		Kaiser Permanente	
	California Care (Full Network)	Select (Limited Network)	\$10	\$30
Chiropractic & Acupuncture Services	\$10 copay 30 visits / cal year; Combined with Acupuncture through ASH	\$10 copay 30 visits / cal year; Combined with Acupuncture through ASH	\$10 copay limited to 30 visits/year Combined with Acupuncture through ASH	\$10 copay limited to 30 visits/year Combined with Acupuncture through ASH
Prescription Drugs				
Retail (up to 30 days)				
Out-of-Pocket Maximum (Individual / Family)	\$2,500 / \$3,500	\$2,500 / \$3,500	N/A	N/A
Generic or Tier 1	\$9 copay/ Free at Costco*	\$9 copay/ Free at Costco*	\$10 copay	\$10 copay
Brand or Tier 2	\$35 copay	\$35 copay	\$10 copay	\$30 copay
Specialty Drugs (through Navitus)	\$35 copay [#]	\$35 copay [#]	\$10 copay	\$30 copay
Mail Order (90-day Supply with Anthem BC and up to 100 days with Kaiser)				
Generic or Tier 1	Free through Costco*	Free through Costco*	\$10 copay	\$10 copay
Brand or Tier 2	\$90 copay	\$90 copay	\$10 copay	\$30 copay

* Some narcotic pain and cough medications are not included in the Costco Free Generic or 90-day supply programs.

Specialty drugs are only available through Navitus pharmacy. Maximum 30 day supply

Walgreen is not part of SISC/Anthem pharmacy network

APPENDIX H

PPO Plans Features	Anthem Blue Cross PPO 100-A		Anthem Blue Cross PPO 90-C	
	In-Network Provider	Non-Network Provider	In-Network Provider	Non-Network Provider
Annual Deductible (4th QTR carryover)	\$0 single/ \$0 family	N/A	\$200 single/ \$500 family	
Coinsurance	0% coinsurance	Varies based on service	90% coinsurance	Varies based on service
Primary Care (PCP)/Specialist visit	\$10 copay (1st 3 visits \$0 for PCP only)	See footnote 1	\$20 copay (1st 3 visits \$0 for PCP only)	See footnote 1
MDLive Consultation	\$0 copay	Not Covered	\$0 copay	Not Covered
Out-of-Pocket Maximum	\$1,000 Individual / \$3,000 Family	No Limit	\$1,000 Individual / \$3,000 Family	No Limit
Lifetime Plan Maximum	Unlimited		Unlimited	
Diagnostic X-Ray and Lab Test	100%	Not Covered	90%	Not Covered
Advanced Diagnostic Imaging	100%	Limited to \$800 maximum per test	90%	Limited to \$800 maximum per test
Semi-Private Room & Board; including Services and Supplies	100%	See footnote 1	90%	See footnote 1
Pregnancy & Maternity Care (<i>Pre-Natal Care</i>)	\$10 copay	See footnote 1	\$20 copay	See footnote 1
Outpatient Facility Services	100%; - exceptions to certain procedures apply ²	See footnote 1 - Ambulatory Center is limited to \$350 maximum per day	90%; - exceptions to certain procedures apply ²	See footnote 1 - Ambulatory Center is limited to \$350 maximum per day
Emergency Services (<i>Emergency Room</i>)	\$100 copay (waived if admitted)		\$100 copay + 10% coinsurance (waived if admitted)	
Ambulance (Air or Ground)	\$100 copay per trip	Covered as in-network for true emergency	\$100 copay + 10% per trip	Covered as in-network for true emergency
Durable Medical Equipment	100%	Not Covered	90%	Not Covered
Chiropractic Services	100% (subject to medical necessity)	Not Covered	90% (subject to medical necessity)	Not Covered
Acupuncture	100% (limited to 12 visits/cal year) combined with non-network	50% of maximum allowed amount (limited to 12 visits/cal year) combined with network	90% (limited to 12 visits/cal year and combined with non-network)	50% of maximum allowed amount (limited to 12 visits/cal year) combined with network
Hearing Aid	Limited to \$700/24 months	Not Covered	Limited to \$700/24 months	Not Covered
Prescription Drugs				
Out-of-Pocket Maximum	\$2,500 Individual / \$3,500 Family	N/A	\$2,500 Individual / \$3,500 Family	N/A
Retail (up to 30 days)				
Generic or Tier 1	\$9 copay/Free at Costco*	Not Covered	\$9 copay/Free at Costco*	Not Covered
Brand or Tier 2	\$35 copay	Not Covered	\$35 copay	Not Covered
Specialty Drugs (through Navitus)	\$35 copay [#]	Not Covered	\$35 copay [#]	Not Covered
Mail Order (90-day Supply)				
Generic or Tier 1	Free at Costco*	Not Covered	Free at Costco*	Not Covered
Brand or Tier 2	\$90 copay	Not covered	\$90 copay	Not covered

Dental Plans Features	DeltaCare Dental (HMO)	Delta Dental (PPO)	
		In-Network	Out-of-Network
Annual Deductible (Individual / Family)	\$0 / \$0	\$0 / \$0	\$50 / \$150
Waived for Preventive	N/A	N/A	Yes
Annual Plan Maximum	Unlimited	\$2,000 / person	
Orthodontia Lifetime Maximum	Various copays apply	\$2,000 / person	
Covered Services			
Diagnostic and Preventive Services	100%	100%	80%
Basic Services	Various copays apply	90%	80%
Endodontics	Various copays apply	90%	80%
Periodontics	Various copays apply	90%	80%
Major Services	Various copays apply	80%	50%
Orthodontia Services Adult	Various copays apply	50%	50%
Dependent Children	Various copays apply	50%	50%
Dental Implants	N/A N/A	\$2,000 / person 50%	50%

APPENDIX H

<i>Plan Features</i>	EyeMed	
	In-Network	Out-of-Network
Copay (<i>Exam</i>)	\$10 copay	Covered up to \$40 allowance
Frequency:		
Eye Exam	Once every 12 months	Once every 12 months
Lenses	Once every 12 months	Once every 12 months
Frames	Once every 12 months	Once every 12 months
Contacts	Once every 12 months (in lieu of lenses and frames)	Once every 12 months (in lieu of lenses and frames)
Lenses:		
Single Vision	100%	Covered up to \$35 allowance
Bifocal	100%	Covered up to \$49 allowance
Trifocal	100%	Covered up to \$74 allowance
Standard Progressive	100%	Covered up to \$60 allowance
Contact Lenses:		
Non-elective	100%	Covered up to \$210 allowance
Elective	Covered up to \$200 plus 15% off remaining balance in lieu of lenses and frames	Covered up to \$160 in lieu of lenses and frames
Frames	Covered up to \$300 from participating provider	Covered up to \$150 allowance

APPENDIX I

Memorandum of Understanding (MOU) between the San Bernardino Community College District and CSEA

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MEMORANDUM OF UNDERSTANDING
By and Between
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
And
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT CHAPTER #291

June 27, 2022

Terms and Conditions: This Memorandum of Understanding is entered into by and between the San Bernardino Community College District (hereinafter, "District") and the California School Employees Association, and its Chapter #291, (hereinafter "Association"), collectively referred to as "the Parties".

Health and welfare benefits for eligible unit members are outlined in Appendix J (Health and Welfare Benefit plans) of the 2020-2023 Collective Bargaining Agreement shall be as follows (unit member rates effective October 1, 2022 – September 30, 2023).

For the year 2022-2023, the benefits for benefit-eligible unit members shall be as follows:

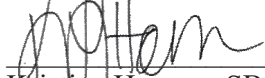
*All employee contributions are deducted on a 10thly basis.

- a. **Medical Plans Offered to Include a Choice of Six (6) Medical Plans:**
 - Anthem Blue Cross Select Network HMO Premier (No Additional Cost Option)
 - Anthem Blue Cross Full Network HMO Premier (*+\$86.40)
 - Anthem Blue PPO Low (*+\$270.00)
 - Anthem Blue PPO (*+\$475.20)
 - Kaiser Low HMO \$30 Co-Pay (*+\$90.00)
 - Kaiser High HMO \$10 Co-Pay (*+\$242.40)
- b. **Dental Plans Offered to Include a Choice of Two (2) Dental Plans:**
 - DeltaCare USA (No Additional Cost Option)
 - Delta Dental PPO (*+\$60.58)
- c. **Vision Plan Offered:**
 - EyeMed (No Additional Cost)
- d. **Chiropractic:**
 - Anthem Blue Cross (Cost Dependent on Chosen Plan)
 - Kaiser (Cost Dependent on Chosen Plan)
- e. **Basic Life, Voluntary Life & Accidental Death, and Dismemberment (AD&D):**
 - Prudential Basic Life and Basic AD&D (No Additional Cost Option)
 - Prudential Voluntary Life and Voluntary AD&D (*Additional Cost Option)
- f. **Employee Assistance Program (EAP):**
 - Anthem Blue Cross through SISC (No Additional Cost)

In the event that there are any unforeseen changes to Article 10 or Appendix J (Health and Welfare Benefits Plan) of the Collective Bargaining Agreement, CSEA and the District reserve the right to reopen this MOU. This MOU is effective October 1, 2022 – September 30, 2023 (Benefit Plan Year) and is subject to CSEA 610 and the District approval and ratification processes.

This agreement is subject to all approvals required by the CSEA 610 policy and the District.

For the District



Kristina Hannon, SBCCD
Vice-Chancellor, Human Resources &
Police Services

For CSEA



Cassandra Thomas, President CSEA #291



Brandice Mello, Team Member



Ernest Guillen, Team Member



Yendis Battle, Team Member



David Stevenson, Team Member



Noah Snyder, CSEA LRR

MEMORANDUM OF UNDERSTANDING
By and Between
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
And
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT CHAPTER #291

June 7, 2022

Terms and Conditions: This Memorandum of Understanding is entered into by and between the San Bernardino Community College District (hereinafter, "District") and the California School Employees Association, and its Chapter #291, (hereinafter "Association").

To preserve the continuity of the District's operations and to protect the health and safety of District employees, students, and the communities the District serves, the District and the Association agree as follows regarding the effects of the District Board of Trustees' decision to mandate the COVID-19 vaccine.

A. Effective Date of COVID-19 Vaccine Mandate

The San Bernardino Community College District Board of Trustees took action on Board Resolution #2021-09-23-FPC-01 approving and directing the Chancellor to implement a vaccine mandate for the District community including the CSEA classified unit members.

B. Compliance with the COVID-19 Vaccination Mandate

1. Effective January 7, 2022, all unit members must be fully vaccinated against the virus that causes COVID-19 in order to be physically present on the District premises or inside a building or office unless the unit member(s) have a District approved exemption on file with the District.
 - Unit members are considered fully vaccinated for COVID-19 after they have received the second dose in a 2-dose series (e.g, Pfizer-BioNtech or Moderna), or after they have received a single dose in a single-dose vaccine (e.g., Johnson and Johnson/Janssen).
2. Unit members will be required to submit verifiable proof of vaccination no later than January 7, 2022. The District will provide a secure and safe online portal by which to upload their proof of vaccination.
3. The District will provide unit members with up to an additional twenty-four (24) hours of sick leave in order to receive the COVID-19 vaccination(s) or to recover from any side effects of the COVID-19 vaccination(s).
4. In the event a unit member is not fully vaccinated, declines to state vaccination status, or fails to provide proof of their COVID-19 vaccination status, they shall be considered "unvaccinated" until the unit member provides proof of vaccination as described herein.
5. The District permits considerations for an exemption to the COVID-19 vaccine mandate to unit

members who are medically unable to be vaccinated, who hold sincerely held religious objections, or who hold personal beliefs as described herein.

C. COVID-19 Vaccination Exemption

Unit members who believe they are eligible for vaccination exemption must submit a request through the District's secure and safe online portal no later than January 5, 2022. Unit members may request an extension to submit a vaccination exemption by contacting the Office of Human Resources prior to the deadline. Unit members who request an exemption must complete the entire process, including but not limited to providing all required documentation, providing any supplemental documents upon request, and obtaining District approval in order to qualify as exempt. Unit members who do not qualify as exempt will be required to obtain the COVID-19 vaccine or will be placed on an unpaid leave of absence as described herein.

Unit members with an approved or pending exemption will be required to undergo weekly COVID-19 testing with evidence of negative test results to enter college campuses, community sites, District offices, and buildings and to continue providing services and support to the District.

D. COVID-19 Testing Program

Unit members with an approved exemption shall provide evidence of a negative COVID-19 test to the District every seven (7) calendar days. The first COVID-19 negative test must be submitted no later than Friday, January 7, 2022. Test results shall be submitted by the unit member prior to returning to work when an unvaccinated unit member is returning from an extended leave of absence or following a District recess (e.g., Thanksgiving, Winter Break, Paid Time Off).

- a. The District shall track COVID-19 test results in the Office of Human Resources, conduct workplace tracing, and report positive COVID cases in accordance with the California Department of Education ("CDE") and California Division of Occupational Safety and Health ("Cal/OSHA") requirements.

The District shall provide on-site COVID-19 testing in accordance with guidelines issued by the San Bernardino County Department of Public Health ("SBCDPH") and the California Department of Public Health ("CDPH"). A saliva COVID-19 testing option shall be available to the unit member upon prior request; the unit member must comply with the testing protocols to be eligible for a saliva test. Unit members shall notify the District of their preferred testing option upon scheduling their appointment. Unit members shall have access to free COVID-19 testing and will be released to participate in this testing without having to utilize paid time off in coordination with their immediate supervisor. Unit members are required to access the District on-site testing before testing elsewhere. Unit members who do not avail themselves to the on-site COVID-19 testing and, instead, access COVID-19 testing elsewhere shall be solely responsible for any costs associated with that off-site testing.

Unit members will be required to notify their immediate supervisor when they undergo on-site COVID-19 testing in order to minimize the impact to the District operations. Should the number of unit members accessing the testing facility becomes so numerous as to cause the testing process to unreasonably interfere with the unit member's duties, the District shall be responsible for creating a schedule for the unit members.

- b. Unvaccinated unit members without an approved exemption are ineligible to participate in the weekly COVID-19 testing program and will be subject to the District’s noncompliance process as described herein.
- c. The District agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect any and all unit members’ personal data collected through the implementation and administration of Board Resolution #2021-09-23-FPC-01 and from unauthorized disclosure or acquisition by an unauthorized person. Specifically, the District agrees to protect a unit member’s personal and vaccine data collected.
- d. In addition, the District shall follow the protocols and protections provided for under the Americans with Disabilities Act (“ADA”) and the California Department of Fair Employment and Housing (“FEHA”) and shall not discuss or release any vaccine information to those who are not in the District administration and who do not otherwise have a need to know. Vaccination status of any unit member shall not be discussed with anyone besides the unit member in question and/or those who otherwise need to know. The District shall not engage in unlawful discrimination in the implementation of this memorandum of understanding.
- e. The District shall not sell unit members aggregated or disaggregated data collected through the implementation and administration of Board Resolution #2021-09-23-FPC-01. Specifically, the District shall not sell aggregated or disaggregated data to: (a) market or advertise to any entity whatsoever; or (b) inform, influence, or enable marketing, advertising, or other commercial efforts by the District for any purpose whatsoever.

E. Noncompliance with the COVID-19 Vaccination Mandate / COVID-19 Testing Program

- 1. Unit members who are not vaccinated and refuse to comply with the District’s vaccination requirements or weekly COVID-19 testing program (approved exemption) shall be subject to disciplinary action up to and including termination. Unit members shall receive their second vaccination of Pfizer or Moderna or the single vaccination of Johnson & Johnson or have an approved exemption on file with the District no later than January 7, 2022.
 - Unit members who do not comply with the District’s vaccination requirements, fail to request an exemption, or fail to participate in the District’s weekly COVID-19 testing program, shall be placed on an unpaid leave of absence for up to five (5) workdays.
 - If the unit member is placed on an unpaid leave of absence for the reasons stated above, and there is a continued refusal to comply with the vaccination requirement or fails to participate in the District’s weekly COVID-19 testing program beyond the end of the five (5) workdays unpaid leave, the unit member shall be subject to disciplinary action up to and including termination of employment.
 - Remote work will not be an option for unit members who are not vaccinated, do not qualify for an exemption, or fail to comply with the District’s weekly COVID-19 testing program.

F. Safety Standards

- a. **Adherence to Applicable Safety Standards:** The District’s operations will adhere to the most

protective applicable official COVID-19 safety standards and/or guidance from the CDE, CDPH, Cal/OSHA, and SBCDPH. The District's operations will also adhere to applicable federal and state statutes and executive orders about COVID-19. The District will clearly communicate and enforce the applicable standards and/or guidance.

- b. **Face Coverings / Personal Protective Equipment ("PPE"):** Unit members will be required to wear protective face coverings indoors, regardless of vaccination status, whenever accessing college campuses, community sites, District offices and buildings, except:
- a. When alone in a room or vehicle; or
 - b. When eating and drinking in authorized areas determined by the District; or
 - c. When an approved accommodation is executed; or
 - d. When job duties or student instructional activities make a face-covering infeasible or create a hazard as determined by the appropriate instructor or District administration.

The District shall provide sufficient PPE to unit members, including face coverings upon request. "Sufficient PPE" may differ depending on the job classification and tasks required of the unit member. The District shall provide adequate facilities including hand washing stations stocked with soap and disposable paper towels.

The Parties understand that the COVID-19 conditions are ever-changing and that circumstances may arise that require the Parties to revisit the terms and agreement set out in the MOU. It is agreed that this MOU will sunset on May 25, 2022.

This Agreement is subject to the procedures required by CSEA Policy 610 and is subject to the grievance procedures outlined in the collective bargaining agreement.

For the District



Kristina Hannon, SBCCD
Vice-Chancellor, Human Resources
and Police Services

For CSEA



Cassandra Thomas, President CSEA #291



Noah Snyder, CSEA LRR



David Stevenson, Team Member



Brandice Mello, Team Member



Ernest Guillen, Team Member



Yendis Battle, Team Member

MEMORANDUM OF UNDERSTANDING
By and Between
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
And
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT CHAPTER #291

July 12, 2021


Terms and Conditions: This Memorandum of Understanding is entered into by and between the San Bernardino Community College District (hereinafter, "District") and the California School Employees Association and its Chapter #291, (hereinafter "Association"), collectively referred to as "the Parties".

The Parties agree to the following regarding the Alternate Work Schedule ("AWS") and Remote Work Schedule ("RWS") for the period of Thursday, December 31, 2020 through Friday, December 31, 2021.

1. The AWS and RWS will be offered due to the unforeseen effects of the California State of emergency (e.g., dependent care, undue hardships). Unit members may initiate a meeting with their immediate supervisor to discuss the option of working an AWS and/or RWS. The adjustment to an AWS and/or RWS will be mutually agreed by the unit member and immediate supervisor. In the case the immediate supervisor and unit members are unable to mutually agree resulting in a denial to an AWS and/or RWS the request shall be brought to the District and Association to discuss the reason for the denied AWS and/or RWS change. All efforts will be made to approve an AWS and/or RWS. If there is an AWS and/or RWS conflict, changes will be done based on permanent hire date among those in the same classification and department who normally perform the work involved.
2. Unit members may participate in the AWS and/or RWS. The AWS and/or RWS workweek will be Monday through Friday unless otherwise agreed by the Parties in an MOU. Unit members will continue to work a forty (40) hour workweek and may utilize the following AWS and/or RWS examples, but not an all-inclusive list;
 - a. Unit member will work a ten-hour, four-day workweek (4/10)
 - b. Unit member will work a nine-hour, eighty hour per 2-workweek (9/80)
 - c. Adjustments to beginning and ending times of the workday
 - d. Split shift (onsite only)
 - e. Hybrid shift (e.g., one (1) day remote and remaining days onsite)
 - f. Partial shift remote and partial shift onsite (e.g., four (4) hours remote and four (4) hours onsite)
 - g. Remote workweek
3. Graveyard shifts will be excluded from any proposals.
4. Holidays will be offered and compensated in accordance with Article 12. Holiday work will be offered by seniority per classification.
5. Unit members shall be notified of their AWS and/or RWS start and end times via electronic notification.
6. The District will provide the Association with the AWS and/or RWS including names, location, and shift times worked at the beginning of the AWS and/or RWS.
7. AWS are excluded from receiving a shift differential in accordance with Article 7.2
8. This MOU will be reevaluated and subject to negotiations at any time.

This agreement is subject to all approvals required by the CSEA 610 policy and the District.

For the District

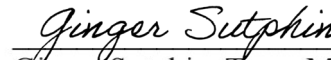


Kristina Hannon, SBCCD
Vice Chancellor, Human Resources &
Police Services

For CSEA



Cassandra Thomas, President CSEA #291




Ginger Sutphin, Team Member



Yendis Battle, Team Member



David Stevenson, Team Member



Myesha Kennedy, CSEA LRR



Abe Fulgham, Team Member

MEMORANDUM OF UNDERSTANDING
By and Between
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
And
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT CHAPTER #291

October 4, 2018

This Memorandum of Understanding (MOU) is made and entered into June 19, 2018 between California School Employees Association and its San Bernardino CCD Chapter 291 (hereinafter referred to as "Association") and San Bernardino Community College District (hereinafter referred to as "District"), collectively ("the parties").

The Association and the District agreed to conduct a Classification Study to review current job descriptions, and where necessary, update all current job descriptions and identify changes.

The Parties have agreed to mutually select a third-party vendor to perform the Classification Study.

The Classification study is in conjunction with the compensation study agreed between the District and the Association on June 1, 2017. The next Classification and Compensation studies will be conducted by a mutually agreed vendor commencing no later than January 1, 2022 in accordance with article 16.5 and will start negotiations no later than January 1, 2021.

The Parties agree the mutually agreed third party vendor will provide the deliverables required within this memorandum.

Deliverables shall include:

- Job Analysis Questionnaires (JAQ's)
- Recommended Job Descriptions

All deliverables shall be in accordance with article 16.5.1 of the CSEA 2017/2020 CBA.

CSEA and its San Bernardino CCD Chapter #291 (the Association) propose the following:

The District will start the study within 30 days of agreeing upon the vendor and receiving board approval, as soon as the vendor is agreed upon but no later than January 1, 2019.

The Parties through an ad hoc committee shall develop a data collecting process for all classifications and review the deliverables provided by and send forth their recommendations to the CSEA Negotiations Committee for the negotiating of the completion and implementation of a Classification Study per Article 16.5 of the collective bargaining agreement. All data recommendations are negotiable by the negotiating teams. The committee makeup of the ad hoc committee shall be mutually agreed upon between the District and the Association.

The goal of the assessment is to place all CSEA classified positions in the median range of the comparable community college districts while providing a progressive career ladder(s).

All classified positions and job families will be reviewed in the classification study as well as for internal alignment.

The following California community college districts will be included in the Classification Study for comparison purposes.

1. Mt San Jacinto CCD^
2. Chaffey CCD^
3. Mt San Antonio CCD^
4. College of the Desert District^
5. Riverside CCD^*
6. Victor Valley College^
7. Palomar CCD

*Multiple college districts

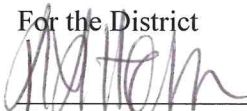
^Original comparative districts

Upon completion and recommendation of the third-party vendor findings the Parties will meet and negotiate the implementation of the findings (salary adjustments, job description changes, etc.) within 120 days of completion of the Classification Study.

All effects to the scope of work that would allow an adjustment in salary will be retroactive August 1 2017.

All job description changes are subject to CSEA Policy 610.

For the District




Kristina Hannon, SBCCD
Executive Director, HR

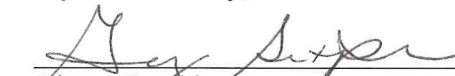
For CSEA



Kevin Palkki, Chief Negotiator



Myesha Kennedy, CSEA LRR



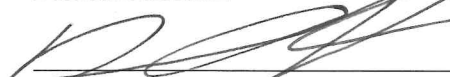
Ginger Sutphin



Stacy Garcia



Fermin Ramirez



David Stevenson

MEMORANDUM OF UNDERSTANDING
By and Between
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
And
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT CHAPTER #291

November 2, 2021

Terms and Conditions: This Memorandum of Understanding is entered into by and between the San Bernardino Community College District (hereinafter, "District") and the California School Employees Association, and its Chapter #291, (hereinafter "Association"), collectively referred to as "the Parties".

On October 4, 2018, The Association and the District agreed to conduct a Classification Study to review current job descriptions, and where necessary, bring the scope, duties and range to current standards while achieving median range. The Parties agreed to mutually select a third-party that completed the initial review of job classifications.

The Parties, through an ad hoc committee developed a data collection process for all classifications and reviewed all deliverables from the third-party agency. The attached job descriptions have been updated to include current competencies, scope of work, supervision statements, and salaries adjusted to median. All effects of the scope of work that allowed an adjustment in salary are retroactive to August 1, 2017.

Personnel Effects

The attached personnel effects capture the increase/change in the scope of work and retroactively applies it to current employees and retirees who were impacted. Those who opted to reclassify during the completion of this study and those who had personnel actions (Promotion/Change in Assignment) are subject to retroactive application to the date of their personnel action (if applicable). All personnel effects will be implemented within six (6) months from the date of notice to the District of the CSEA 610 process approval.

Salary Schedule

The attached salary schedule shows the updated ranges and incorporates classifications that were previously on a separate schedule.

The next classification study will begin no later than January 8, 2024 and will be in accordance with Article 16: Personnel of the collective bargaining agreement.

This agreement is subject to all approvals required by the CSEA 610 policy and the District and is subject to the grievance procedures outlined in the collective bargaining agreement.

For the District

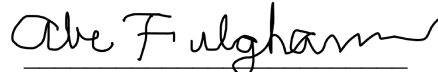


Kristina Hannon, SBCCD
Vice Chancellor, Human Resources &
Police Services

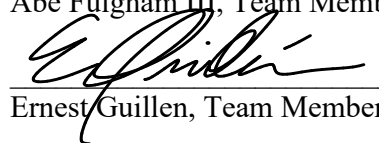
For CSEA



Cassandra Thomas, President CSEA #291



Abe Fulgham III, Team Member



Ernest Guillen, Team Member

Yendis Battle

Yendis Battle, Team Member

David Stevenson

David Stevenson, Team Member

Myesha Kennedy

Myesha Kennedy, CSEA LRR

MEMORANDUM OF UNDERSTANDING
By and Between
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
And
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
CHAPTER 291

June 13, 2017

Terms and Conditions: This Memorandum of Understanding is entered into by and between the San Bernardino Community College District, (hereinafter, "District") and the California School Employees Association and its San Bernardino Community College District Chapter 291 (hereinafter, "Association.").

The District and Association (hereinafter, "Parties") agree in accordance with the 2013/2016 CSEA collective bargaining agreement that Forsberg Consulting of Roseville, California will be contracted to conduct a Compensation Study per CBA Article 16.3.5.2.

The Parties agree that the consultant shall complete the Compensation Study within six (6) months of board approval of the consultant's contract on or before the 2017 August Board Meeting. Upon completion of the Compensation Study, the Parties shall negotiate the effects and implementation of the Compensation Study. The implementation of the Compensation Study shall be effective July 1, 2017. Should Forsberg Consulting of Roseville, California be unavailable for a timely engagement, the Parties shall meet and confer on an alternative consultant. The implementation shall be completed no longer than three (3) months after negotiations of the completed compensation study.

The Parties agree that the following list of classified positions as benchmarks will be included in the Compensation Study. The District may add additional administrator positions, faculty positions, salary schedules, and longevity pay with the contracted party. The additional positions, salary schedules, community college districts and longevity pay shall be separate and shall not interfere with the Association's Compensation Study timelines, results and implementation.

The Parties agree that the Compensation Study shall compare the District's labor market positions to the median of the market data collected from the seven (7) community college districts listed below. The Parties agree that Forsberg Consulting shall make every effort to ensure sufficient comparison points are available for each position based on scope of work. If there is not a matching classification title, Forsberg Consulting shall provide no less than two (2) comparable positions.

The following classifications surveyed shall be:

1. Accountant
2. Administrative Assistant I
3. Administrative Secretary
4. Admissions and Records Coordinator
5. Book Buyer (Bookstore)
6. Budget Analyst
7. Clerical Assistant II
8. College Security Officer
9. Database Administrator
10. Financial Aid Specialist II
11. Grounds Caretaker
12. Laboratory Technician - Chemistry
13. Laboratory Technician - Physics
14. Learning Resources Assistant
15. Library Technical Assistant II
16. Maintenance Technician (Skilled)
17. Payroll Accountants

18. Program Manager (KVCR)
19. Programmer Analyst
20. Research Analyst
21. Secretary I
22. Student Services Technician I
23. Systems Analyst
24. Warehouse Operations Worker

The Parties agree that the following California community college districts will be included in the Compensation Survey.

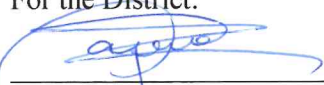
1. Mt San Jacinto CCD^
2. Chaffey CCD^
3. Mt San Antonio CCD^
4. College of the Desert District^
5. Riverside CCD^*
6. Victor Valley College^
7. Palomar CCD^

*Multiple college districts

^Original comparative districts

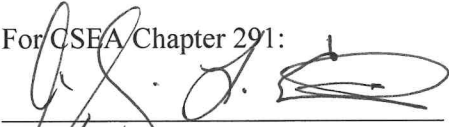
This agreement is subject to all approvals required by CSEA Policy 610 and the District.

For the District:



Amalia Perez
SBCCCD, Human Resources

For CSEA Chapter 291:




Grayling Eaton, Chapter President
Chief Negotiator



Kevin Palkki, Team Member



Stacy Garcia, Team Member



Fermin Ramirez, Team Member



Ginger Sutphin, Team Member



Natalie Dorado
CSEA Labor Relations Representative

MEMORANDUM OF UNDERSTANDING
By and Between
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
And
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT CHAPTER #291

June 19, 2018

Terms and Conditions: This Memorandum of Understanding is entered into by and between the San Bernardino Community College District (hereinafter, "District") and the California School Employees Association, and its Chapter #291, (hereinafter "Association").

CSEA and the District agree that the salary schedule will be adjusted to reflect the following changes made as a result of the implementation of the Compensation Study.

The implementation of the Compensation Study shall be effective July 1, 2017.

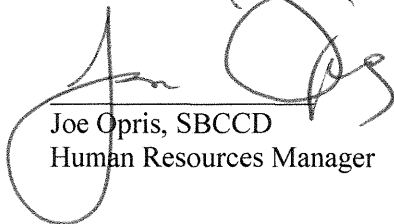
1. Effective July 1, 2017 the parties agree that the 2017-2018 CSEA Bargaining Unit Salary Schedule (shown in the 2017-2020 Classified Collective Bargaining Agreement, Appendix C) shall reflect the following:
 - a. A seven and a half percent (7.5%) increase to the salary schedule;
 - b. All classified employees that were employed by the District during the 2017-2018 fiscal year but have retired or resigned will receive the adjustment up to the departing date; and
 - c. All classified employees will be made whole on the salary schedule (shown in the 2017-2020 Classified Collective Bargaining Agreement, Appendix C).
2. Effective July 1, 2018 the parties agree that the updated CSEA Bargaining Unit Salary Schedule shall be increased by an additional seven and a half percent (7.5%) to the previously adjusted 2017-2018 salary schedule noted in item one (1).

All entitlements to retirement programs and contributions will be included with the salary changes retroactive to July 1, 2017.

CSEA and the District agree that this MOU reflects the implementation of the Compensation Study only and does not waive or replace future salary negotiations in accordance with Article 7.1.

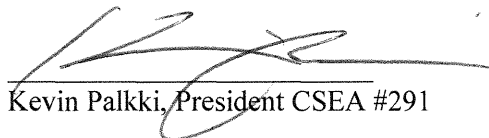
This agreement is subject to all approvals required by the CSEA Policy 610 and the District.

For the District

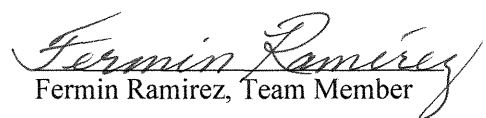


Joe Opris, SBCCD
Human Resources Manager

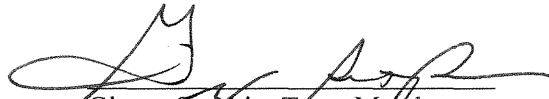
For CSEA



Kevin Palkki, President CSEA #291




Fermin Ramirez, Team Member



Ginger Supphin, Team Member



Stacy Garcia, Team Member



David Stevenson, Team Member



Myesha Kennedy, CSEA LRR

MEMORANDUM OF UNDERSTANDING
By and Between
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
And
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT CHAPTER #291

December 7, 2021

Terms and Conditions: This Memorandum of Understanding is entered into by and between the San Bernardino Community College District (hereinafter, "District") and the California School Employees Association and its Chapter #291, (hereinafter "Association"), collectively referred to as "the Parties".

KVCR


In an effort to align with the District's strategic initiatives and board directives, KVCR will be assessed further and the department will be reorganized. The District will provide the reorganization to the Association to negotiate the effects of the reorganization, no later than March 31, 2022. The reorganization will include final review of the four (4) job classifications that need to be aligned (RF Microwave Engineer, Senior Producer-Radio, Telecommunications Engineer, and Broadcast Operator).

Applied Technology Training Center

The Parties agree that negotiations shall continue on the Program Coordinator - Applied Technology Training Center position.

This agreement is subject to all approvals required by the CSEA 610 policy and the District.

For the District




Kristina Hannon, SBCCD
Vice Chancellor, Human Resources &
Police Services

For CSEA



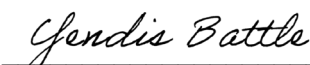
Casey Thomas, President CSEA #291




Abe Fulgham III, Team Member




Ernest Guillen, Team Member



Yendis Battle, Team Member



David Stevenson, Team Member



Noah Snyder, CSEA LRR

Memorandum of Understanding
By And Between
San Bernardino Community College District
And
California School Employees Association and its
San Bernardino CCD Chapter #291

Use of Oracle Financial Reporting System
July 11, 2019

Terms and Conditions: This Memorandum of Understanding is entered into by and between the San Bernardino Community College District (hereinafter, "District") and the California School Employees Association, and its Chapter #291, (hereinafter "Association"), collectively referred to as "the Parties".

All Bargaining unit members shall be provided training during Professional Development days and the New Employee Orientation when initially hired by the District, or as needed.

The intent and purpose of the Oracle system is to ensure the success of the transition from Financial 2000 and the District's goal of becoming financially independent.

The Parties agree that a grace period of two (2) years will be implemented so that all operational errors can be resolved. During this period, no members will be disciplined for any audit exemptions created using Oracle.

No unit member will be evaluated for the use of Oracle during the two (2) years grace period.

The District shall work with fiscal services on identifying additional sources of help to support the campus departments and District Support Services. All work will related to Oracle will be sent to the appropriate areas. The District will work with CSEA on creating appropriate training workshop for classified workers this will be on going for the 2-year grace period and coordinated with Professional Development. Training workshops will start no later than November 2019.

No data in the Oracle reporting system shall be permissible in the disciplinary process or means for disciplinary action.


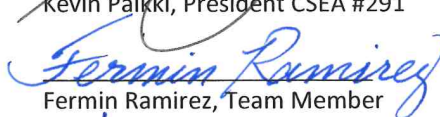
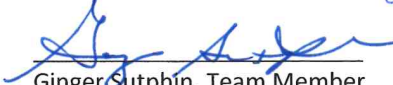

The Parties agree to readdress this MOU no later than July 1st 2021.


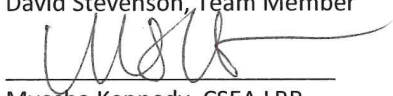
This memorandum of understanding and subject matter shall be subject to the grievance process within the bargaining agreement Article 18: Grievance Procedure.

This agreement is subject to the procedures required by CSEA Policy 610.

For the District

Kristina Hannon, SBCCD
Executive Director, Human Resources

For CSEA

Kevin Palkki, President CSEA #291

Fermin Ramirez, Team Member

Ginger Sutphin, Team Member

Stacy Garcia, Team Member


David Stevenson, Team Member

Myesha Kennedy, CSEA LRR

MEMORANDUM OF UNDERSTANDING
By And Between
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT (DISTRICT)
And
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its CHAPTER #291 (CSEA)

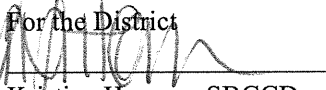
REGARDING DISPATCH CLERK EMPLOYEES
June 11, 2019

This Memorandum of Understanding (MOU) is made and entered between California School Employees Association and its San Bernardino CCD Chapter 291 (hereinafter referred to as "Association") and San Bernardino Community College District (hereinafter referred to as "District"), collectively ("the parties"). This MOU shall be considered a "contract" per 8.1.1 of the agreement between the Contractor (California State San Bernardino) and the District, in addition to the parties' collective bargaining agreement and any other applicable agreements or MOUs between the parties.

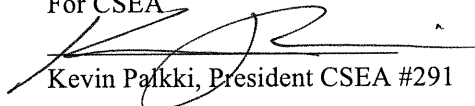
1. On June 11, 2018, the District has entered into a contract with California State University San Bernardino ("CSUSB") to provide 24/7 Dispatch Services 365 days per year for the District Police Department. The outsourcing of these duties resulted in a need to replace the duties and scope of the current Dispatch Clerk position.
2. The District will provide a new job description for all incumbents in the Dispatch Clerk position.
3. For the duration that the contract between the District and California State University San Bernardino, the Dispatch Clerk Classification title and the respective job description shall remain within the CSEA bargaining unit and shall be maintained.
4. If the District decides to terminate the contract with CSUSB, the District agrees to negotiate the effects with the Association.
5. If the District decides to terminate the contract with California State University San Bernardino, the District agrees to negotiate any proposed changes to bargaining unit positions upon termination of the contract with the District. The District shall notify the Association of termination of contract with the California State University San Bernardino within five (5) business days of termination.
6. The Employee shall not be subjected to any additional probationary period and shall maintain their seniority from date of hire with the District.


This agreement is subject to all approvals required by the CSEA 610 policy and the District.


For the District


Kristina Hannon, SBCCD
Executive Director, Human Resources

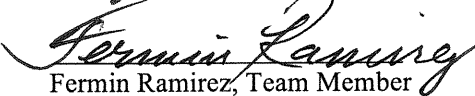
For CSEA


Kevin Palkki, President CSEA #291


Stacy Garcia, Team Member




Ginger Sutphin, Team Member



Fermin Ramirez, Team Member



David Stevenson, Team Member



Myesha Kennedy, CSEA LRR

MEMORANDUM OF UNDERSTANDING
By and Between
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
And
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT CHAPTER #291

April 24, 2019

Terms and Conditions: This Memorandum of Understanding is entered into by and between the San Bernardino Community College District (hereinafter, "District") and the California School Employees Association, and its Chapter #291, (hereinafter "Association"), collectively referred to as "the Parties".

Below is a listing of locations for the bi-literate stipends per location:

- **District Offices**
- **SBVC**
 - President's Office
 - Student Services
 - Administrative Services
 - Instruction Office
 - Child Development Center
- **Crafton**
 - President's Office
 - Student Services
 - Administrative Services
 - Instruction Office
 - Child Development Center

CSEA reserves the right to reopen the agreed upon locations.

This agreement is subject to all approvals required by the CSEA 610 policy and the District.

For the District

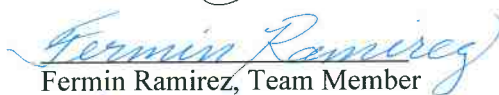


Kristina Hannon, SBCCD
Executive Director, Human Resources


For CSEA



Kevin Palkki, President CSEA #291



Fermin Ramirez, Team Member



Ginger Sutphin, Team Member



Stacy Garcia, Team Member



David Stevenson, Team Member



Myesha Kennedy, CSEA LRR

MEMORANDUM OF UNDERSTANDING
By And Between
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
And
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its
SAN BERNARDINO CCD CHAPTER #291
August 30, 2017

**Use of Video Camera Monitoring and Other Devices
(Video, Audio & Tracking Equipment)**

Terms and Conditions: This Memorandum of Understanding is entered into by and between the San Bernardino Community College District (hereinafter, "District") and the California School Employees Association and its San Bernardino Community College District Chapter 291 (hereinafter, "Association").

All bargaining unit members shall be notified of the presence and use of video, audio and tracking devices on District property.

The intent and purpose of the video monitoring and audio equipment, audio and tracking devices is to enhance the security of District equipment, facilities, students and staff, and respond to crisis situations more effectively.

The District will not use the video equipment, audio and tracking devices to monitor bargaining unit member's performance.

If a serious violation of the law, board policy or a pattern of unsafe behavior is reported, data gathered through video surveillance may be used to confirm or refute any allegations of misconduct, the verified data gathered, may be evidence in the disciplinary process.

If video data is to be used in an employee discipline situation, a bargaining unit member or Association shall be provided copies of video & audio surveillance and/or tracking data. The District shall provide copies of the available data within 72 hours of the request.

This Agreement is subject to the procedures required by CSEA Policy 610.

For the SBCCD District



Amalia Perez, Director of Human Resources

For CSEA, Chapter 291



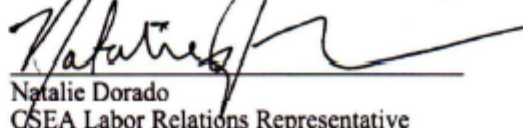
Ginger Supphin, Negotiations Team Member



Kevin Palkki, Negotiations Team Member



Fermin Ramirez, Negotiations Team Member



Natalie Dorado
CSEA Labor Relations Representative
For CSEA, Chapter 291

**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
CHAPTER 291**

This Memorandum of Understanding is entered into by and between the San Bernardino Community College District (hereinafter, "District") and the California School Employees Association, Chapter 291 (hereinafter, Association).

The District and the Association agree that the following requirements on the Laboratory Technician job descriptions will not be in effect, nor will unit members in these classifications be responsible, until such time as the District has implemented a functioning and compliant Chemical Hygiene Plan, Hazardous Materials Waste Disposal Plan and Hazard Communication Plan.

1. Monitors production of, collects, and processes hazardous waste materials and toxic chemicals resulting from lab classes, collects and properly stores biohazard waste.
2. Knowledge of occupational hazards and standard safety practices including methods and techniques used in handling and disposing of hazardous chemicals and bio-hazardous waste.
3. Ability to observe safety procedures and protocols, including those for safe handling and storage of hazardous materials.

This Memorandum of Understanding constitutes the full and complete Agreement regarding the Laboratory Technician job descriptions.

Dated this 5th day of May, 2011.

For the SBCCD District



Bruce Baron
Chancellor

For CSEA, Chapter 291



Colleen Gamboa
President, CSEA Chapter 291



Denise Evans
CSEA Labor Relations Representative

MEMORANDUM OF UNDERSTANDING
By And Between
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
And
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its SAN BERNARDINO
COMMUNITY COLLEGE DISTRICT CHAPTER 291

January 17, 2018

Terms and Conditions: This Memorandum of Understanding is entered into by and between the San Bernardino Community College District (hereinafter, "District") and the California School Employees Association, and its Chapter #291, (hereinafter "Association") collectively referred to as "the Parties".

1. DISTRICT NOTICE TO CSEA OF NEW HIRES

- a. The District shall provide CSEA notice of any newly hired employee, within ten (10) days of date of hire, via an electronic mail. Please include the following information: full legal name, date of hire, classification, and site.

2. EMPLOYEE INFORMATION

- a. "Newly hired employee" or "new hire" means any employee, whether permanent, full time, part time, hired by the District, and who is still employed as of the date of the new employee orientation. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, for purposes of this article only, the "date of hire" is the date upon which the employee's employee status changed such that the employee was placed in the CSEA unit. It shall not include substitute employees who are not in the bargaining unit.
- b. The District shall provide CSEA with contact information on the new hires¹. The information will be provided to CSEA electronically via excel file or a mutually agreeable secure FTP site or service, on the last working day of the month in which they were hired. This contact information shall include the following items, with each field in its own column:

- i. First Name;
- ii. Middle initial;
- iii. Last name;
- iv. Suffix (e.g. Jr., III)
- v. Job Title;
- vi. Department;
- vii. Primary worksite name;
- viii. Work telephone number;
- ix. Work telephone extension;
- x. Home Street address (incl. apartment #)
- xi. City
- xii. State

¹ Subject to any restriction from Government Code section 6254.3 (c)

- xiii. ZIP Code (5 or 9 digits)
- xiv. Home telephone number (10 digits);
- xv. Personal cellular telephone number (10 digits);
- xvi. Personal email address of the employee;
- xvii. Employee ID;
- xviii. Hire date.

This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District.

In the event no one is hired in any particular month, the District shall send an e-mail to CSEA confirming they did not hire any new staff that month.

- c. **Periodic Update of Contact Information:** The District shall provide CSEA with a list of all bargaining unit members' names and contact information on the last working day of September, January, and May. The information will be provided to CSEA electronically via excel or a mutually agreeable secure FTP site or service. This contact information shall also include the following information, with each field listed in its own column:

- i. First Name;
- ii. Middle initial;
- iii. Last name;
- iv. Suffix (e.g. Jr., III)
- v. Job Title;
- vi. Department;
- vii. Primary worksite name;
- viii. Work telephone number;
- ix. Work telephone extension;
- x. Home Street address (incl. apartment #)
- xi. City
- xii. State
- xiii. ZIP Code (5 or 9 digits)
- xiv. Home telephone number (10 digits);
- xv. Personal cellular telephone number (10 digits);
- xvi. Personal email address of the employee;
- xvii. Employee ID;
- xviii. Hire date.

3. NEW EMPLOYEE ORIENTATION

- a. "New employee orientation" means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.
- b. The District shall provide CSEA mandatory access to its new employee orientations. CSEA shall receive not less than ten (10) days' notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable.


- i. In the event the District conducts a group orientation, CSEA shall have one (1) hour of paid release time for two (2) CSEA representatives, including the Chapter President or designee, to conduct the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session.
- ii. In the event the District conducts one-on-one orientations with new employees, CSEA shall have thirty (30) minutes of paid release time for one (1) CSEA representative to conduct the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session.
- c. The District shall include the CSEA membership application and a CSEA provided link for an electronic application, in any new employee orientation packet of District materials provided to any newly hired employee. CSEA shall provide the copies of the CSEA membership applications to the District for distribution.
- d. Unit member will be compensated normal hourly rate for attending orientation session.
- e. During CSEA's orientation session, no District manager or supervisor or non-unit employee shall be present.

4. DURATION OF AGREEMENT

- a. **Term:** This Agreement shall remain in full force and effect from the date this Agreement is signed, through June 30, 2020, and shall be automatically renewed from year to year unless either party serves written notice upon the other between March 1 and April 1, 2019, or any subsequent anniversary date, of its desire to modify the Agreement. If negotiations for a subsequent Agreement continue after June 30, 2020, the provisions of this Agreement shall remain in effect until the negotiation of a new Agreement is completed. In the event an agreement is not reached within sixty (60) days after the demand to negotiation, either party can make a demand for interest arbitration, to the extent applicable.
- b. **Savings Clause:** If during the life of the Agreement there exists any applicable law, rule, regulation or order issued by governmental authority, other than the District, which shall render invalid or restrain compliance with or enforcement of any provision contained within this Agreement, it shall not invalidate any unaffected remaining portion(s). The remaining portion(s) shall continue in full force and effect. Upon written notification by one of the Parties to the other, any portion of the Agreement that is invalidated in accordance with this Article shall be opened for negotiations within thirty (30) days.
- c. **Violations of Agreement:** Any alleged violation, misinterpretation, or misapplication of the terms of this Article shall be subject to the grievance and arbitration provisions of Article 18, except as follows:
 - i. The definition of a grievant: Only CSEA and its chapter #291 can be the grievant, not an employee.
 - ii. CSEA will not hold the District responsible for inaccurate information provided to them by an employee. Inaccurate information provided by an employee shall not be subject to the grievance procedure.


This agreement is subject to all approvals required by the Association and District.

DISTRICT:




Amalia Perez,
Director, Human Resources

ASSOCIATION:



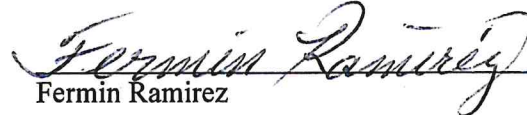
Grayling Eaton,
CSEA Chapter President



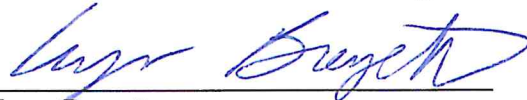
Stacy Garcia



Ginger Sutphin



Fermin Ramirez



Lynn Breyette
CSEA Labor Relations Representative

MEMORANDUM OF UNDERSTANDING
By And Between
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
And
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its
SAN BERNARDINO CCD CHAPTER #291

November 13, 2017

Terms and Conditions: This Memorandum of Understanding is entered into by and between the San Bernardino Community College District (hereinafter, "District") and the California School Employees Association, and its Chapter #291, (hereinafter "Association") collectively referred to as "the Parties".

The Parties have met to discuss the need to extend the work week for specific departments within the San Bernardino Community College District and have agreed the **following provisions apply to those departments** as follows:

1. The following departments shall have the regular workweek of unit members shall be forty (40) hours on five (5) consecutive days Monday through Friday and the regular workday eight (8) hours, exclusive of lunch:
 - A. Police Department
 - B. KVCR
2. The DISTRICT and ASSOCIATION shall negotiate the effects of any additional changes to existing shift hours, length of workdays and days worked per year.
3. The District shall provide supervision, operational services and support needed for unit members required to perform duties on workweeks that includes Saturdays and/or Sundays.
4. Permanent assignment changes, as addressed within this provision, which would include working on a weekend day shall be offered to bargaining unit members in inverse seniority order and in accordance with section 5 below.
5. In order for a current bargaining unit members to be transferred from an assignment that does not require weekend work (Saturday, Sunday, or both) to an assignment that requires weekend work, the District must obtain written consent from the bargaining unit member. The District shall not seek such written consent without first notifying CSEA of the Districts intent to seek such consent and without negotiating with CSEA regarding the decision and effects of such a change in work assignment. Once the District and CSEA have reached a tentative agreement on the decision and effects of a change in work assignment that would include weekend work, the District may seek written consent from the bargaining unit member currently working in the position. If the bargaining unit member does not give written consent to change their assignment to include weekend work, the tentative agreement between the District and CSEA shall become null and void.
 - a. A CSEA representative shall be present when any District representative(s) discuss or attempt to obtain written consent from bargaining unit member regarding the changing of work assignments to include weekend work.
 - b. Consent of the unit members shall be provided to the District on a voluntarily basis and made in the presence of a CSEA representative.
 - c. The signature of a CSEA representative must be present on the written consent submitted by the unit member.

MEMORANDUM OF UNDERSTANDING
By And Between
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
And
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its
SAN BERNARDINO CCD CHAPTER #291

November 13, 2017

6. No unit member shall be assigned to perform services on a Saturday, Sunday, or both, if the unit member objects in writing that the assignment would conflict with his or her religious beliefs or practices.
7. In accordance with Article 12.2, when a holiday falls on Sunday, the following Monday will be observed as the holiday. When a holiday falls on Saturday, the preceding Friday will be observed as the holiday with the exception of Lincoln's birthday which will be observed to coincide with the adopted school schedule. All District sites will be closed on Board approved holidays and no classes will be held on those days.

This Memorandum of Understanding and subject matter shall be subject to the grievance process outlined within Article 18: Grievance Procedure of the collective bargaining agreement between the District and the Association.

This MOU is subject to CSEA and District approval and ratification processes.

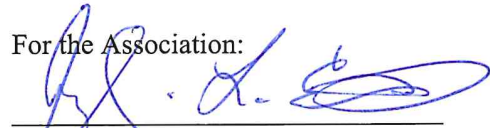
The effective date of this MOU is November 13, 2017.

For the District:




Amalia Perez
SBCCD, Human Resources

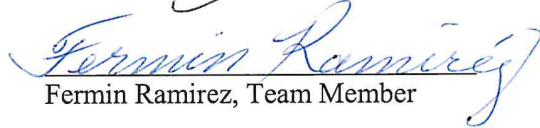
For the Association:



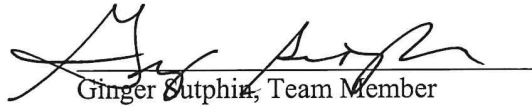
Grayling Eaton, Chief Negotiator




Kevin Palkki, Team Member



Fermin Ramirez, Team Member



Ginger Sutphin, Team Member



Natalie Dorado
CSEA Labor Relations Representative

**LETTER OF UNDERSTANDING
BETWEEN
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
AND THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT CHAPTER 291**

This Letter of Understanding is entered into by and between the San Bernardino Community College District (hereinafter "District") and the California School Employees Association, San Bernardino Community College Chapter 291 (Hereinafter "Association").

WHEREAS, the District and Association recognize that there is a correction on the script for the Memorandum of Understanding on the Child Development Specialist position at Crafton Hills College dated May 12, 2009, as it relates to the current needs of the District to have more staff and the current budget constraints of the District -- in lieu of filling the position at forty (40) hours per week, the position will be split and filled as two (2) nineteen (19) hours per week positions.

NOW, THEREFORE, IT IS AGREED THAT:

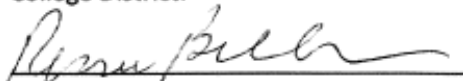
The Memorandum of Understanding dated May 12, 2009 should be scribed to read:

The Child Development Teacher position at Crafton Hills College as it relates to the current needs of the District to have more staff and the current budget constraints of the District -- in lieu of filling the position at forty (40) hours per week, the position will be split and filled as two (2) nineteen (19) hours per week positions.

This Letter of Understanding shall not set precedent in regards to future vacant positions.

Dated this 4 day of September, 2009

For the San Bernardino Community
College District:




Renee Brunelle, Vice Chancellor,
Human Resources & Employee Relations

For CSEA Chapter 291:



Colleen Gamboa
SBCCD CSEA Vice President



Benjamin Gamboa
CSEA Unit Member

APPENDIX J

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.