

**AGREEMENT**

**BETWEEN**

**PASADENA AREA COMMUNITY COLLEGE DISTRICT**

**AND**

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION,**

**AND ITS PASADENA CHAPTER 777**

**JULY 1, 2017 – JUNE 30, 2020**

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## **ARTICLE 1 – AGREEMENT**

1.1 Agreement is made and entered into this 31st day of May 2017 between the PASADENA AREA COMMUNITY COLLEGE DISTRICT (hereinafter referred to as "District") and CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its PASADENA CHAPTER 777 (hereinafter referred to as "CSEA").



## **ARTICLE 2 – RECOGNITION**

- 2.1 The District recognizes the CSEA as an exclusive representative for those classified employees of the District in the classifications listed in Appendix "A" hereto.
- 2.2 The appropriate unit placement of any newly created classification which the CSEA claims should be accredited to the unit, or any existing classification or employees which the District claims should be removed from the unit, shall be discussed between the parties hereto, and if no agreement is reached, the dispute may be submitted to PERB proceedings. Any other adjustments to the unit composition may be made upon mutual written agreement, provided that nothing herein shall preclude the complete elimination of jobs or job classifications for lack of work or lack of funds.

### **ARTICLE 3 – ACCESS**

- 3.1 Official nonemployee representatives of CSEA shall have the right of reasonable access to employees in the unit.
- 3.2 Such access shall not be utilized in a manner that will disturb, disrupt or otherwise interfere with the work of any employee of the District or the education of any students in the District.
- 3.3 Any such representative may be required to provide District management with reasonable advance notice of his/her intended presence at a District facility for the purpose of such access, and appropriate identification and credentials may be required in instances when Management at a work site do not know or have reason to know of such representative's identity and affiliation.
- 3.4 Such representatives may utilize District facilities for group meetings with District employees during such employee's nonworking time. Requests to utilize such facilities shall be made upon forms to be prescribed by the District, and shall be subject to reasonable regulations concerning prior use, user fees, and other such matters as set forth in the California Education Code.

## **ARTICLE 4 - EMPLOYEE AND UNION RIGHT**

4.1 Except as otherwise set forth in the Article, the parties mutually recognize the rights of all employees covered hereby to join and participate in the activities of CSEA, or to have CSEA represent them in their employee relations with the District, or to refuse to join or participate in the activities of CSEA, or any other employee organization. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against because of the exercise of these rights.

### **4.2 Organizational Security**

#### **4.2.1 Agency Shop**

Every unit member shall be required to either join CSEA or pay CSEA a fair share service fee. The amount of the fee shall not exceed the dues that are payable by members of the employee organization, and shall cover the cost of negotiation, contract administration, and other activities of the employee organization that are germane to its functions as the exclusive bargaining representative. Upon notification to the employer by the exclusive representative, the amount of the fee shall be deducted by the employer from the wages or salary of the employee and paid to the employee organization.

### **4.3 Payroll Deductions, Remittance to CSEA**

4.3.1 CSEA shall have the sole and exclusive right to payroll deduction of regular membership dues and fair share service fees at the CSEA established rate.

4.3.2 The District shall put into effect any new or changed payroll deduction for dues or fees no later than the pay period commencing thirty days after such submission.

4.3.3 The District shall put into effect payroll deduction for dues or fees for a new unit member no later than thirty days after the date of hire. There shall be no charge to CSEA for such dues or service fee deductions.

- 4.3.4 With respect to all sums deducted by the District, whether for membership dues or fair share service fees, the District shall remit such monies to CSEA no later than ten days after the payroll deduction has been made, accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to CSEA membership or service fee status, and indicating any changes in personnel from the list previously furnished.
- 4.3.5 Such list shall include the name and home address of each member of the bargaining unit, regardless of when that employee commences employment, so that CSEA can send out required legal notices.
- 4.3.6 Rescission and Reinstatement
- The procedures for rescission and reinstatement of the agency fee provisions of this Article are described in Government Code Section 3456(d).
- 4.3.7 In the event of an election successfully rescinding statutory fair share, organizational security contract provisions of this Article shall be in effect immediately.
- 4.3.8 Advisory Arbitration
- In the event of a dispute between CSEA and the District over enforcement of the District's obligations under this Article, CSEA or the District shall have the right to refer the matter to advisory arbitration, and follow the rules of advisory arbitration as established in Article 16.6, herein. The decision of the arbitrator shall not be final. The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement.
- 4.4 During each fiscal year the District shall grant CSEA 40 hours of release time, useable in one (1) hour increments to be designated as "chargeable release time". Use will be noticed to the user's supervisor prior to use on the District approved form bearing the signature of the CSEA President of his designee.

Additionally, the District shall grant CSEA two hours of release time for the CSEA Safety Committee Chair to prepare for the CSEA Safety Committee meetings. Such release time shall be granted only for each meeting actually held. Maximum release time for a fiscal year shall be twenty-four (24) hours.

- 4.5 CSEA shall have the right to use all District bulletin boards normally used for the posting of notices to employees in the unit. Any such posting shall be on official CSEA letterhead, or otherwise prepared in a manner to indicate that they are authorized and approved by CSEA. CSEA shall have the right to use inter-district mail, employee mailboxes, e-mail, and the incidental or occasional use of Fax machines for the purpose of official communications bearing the CSEA designation. CSEA shall have access to reproduction equipment and/or services subject to CSEA reimbursing the District for any costs incurred.
- 4.6 The District shall release one employee at no loss of pay for up to five days for the purpose of attending the CSEA annual conference.
- 4.7 The District shall release one designated CSEA officer or steward from duty for the purpose of grievance meetings, disciplinary meetings and evaluation appeal meetings as the employee's representative. All release time use shall be noticed to and coordinated with the Vice President, Facilities and Construction Services or his/her designee prior to use on the District approved form. Meetings will be rescheduled to accommodate District needs.
- 4.8 All bargaining unit members shall have the right to adjust their lunch period for the purpose of attending the monthly CSEA meeting. All bargaining unit members shall be released from duty up to one hour for the purpose of attending a contract ratification meeting. These release times and hours adjustments shall be granted only if the meeting falls within the employee's working hours and if the time is consistent with and not conflicting with District needs as determined by scheduling with the Director of Facilities or his designee. All release time in this section shall be accounted for on the District approved form.

4.9 During the term of this Agreement, CSEA will maintain records of the use of chargeable release time under Section 4.4 of this article. The parties will review those records and will review the current amount of CSEA chargeable release time at the end of that year.

4.10 As used herein "working day" means days on which the District Administrative Offices are open for business.

4.11 Contracting Out

4.11.1 The District shall not contract out or assign persons who are not bargaining unit employees any work, including overtime work, or any work normally performed by bargaining unit employees except as permitted pursuant to California Education Code 88003.1

4.12 New Employee Orientation

4.12.1 The District shall provide new employee orientation to all new hires, after School Board approval. CSEA shall have the right to attend and present during the orientation. The employees shall remain on paid time during CSEA's presentation and shall be required to attend CSEA's section.

CSEA shall be provided with a minimum of 30 minutes during the orientation or at the end of orientation. The District shall provide one (1) hour of paid release time for two (2) CSEA representatives, to be chosen by CSEA president or designee. 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.

The District shall include the CSEA membership application in any employee orientation packet of District materials provided to any newly hired employee in the bargaining unit. CSEA shall provide the copies of the CSEA membership packet to the District for distribution.

## ARTICLE 5 - DISTRICT RIGHTS

5.1 Except as limited by the terms of this Agreement and by applicable law, it is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in, but not limited to those duties and powers, are the exclusive right to determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided and the means of providing them; establish its educational policies, goals, and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the kinds and number of personnel required; maintain the efficiency of District operations; determine the curricula; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; take action on any matter in the event of an emergency; and to hire, classify, assign, evaluate, promote, terminate, and for cause, discipline employees.

### 5.2 Reduction in Hours

5.2.1 The District shall have the right to reduce the hours of employees in the bargaining unit by up to four (4) hours per workweek per employee, with a commensurate reduction in pay due to lack of funds or lack of work. The reduction in hours need not be uniform among employees or classification in the bargaining unit. During the term of this Agreement, the District agrees that prior to laying off any employee in a classification, the District will first reduce the hours of employees in that classification by up to four (4) hours per workweek. The District agrees to meet with the Union prior to reducing employee hours.

### 5.3 Examinations and Eligibility Lists

5.3.1 Persons who possess the minimum requirements for the open positions are invited to take the competitive examination. The examinations consist of at least two of the

following parts: evaluation of the application, written test, interview and/or performance demonstration.

When business necessity dictates, a position may be filled on a promotional basis only, with District employees competing for the promotional position.

California Code of Regulations (CCR) Title 5 section 53001 defines business necessity as circumstances where an open recruitment would result in substantial additional financial cost to the District or pose a significant threat to human life or safety. Business necessity requires greater financial cost than does mere business convenience. Business necessity does not exist where there is an alternative that will serve business needs equally well.

#### 5.3.2 Absence for Examinations

5.3.2.1. Employees may take any examination for a position for which they qualify with the District during working hours without loss of pay. However, the supervisor should be notified at least two working days prior to the date of the examination if possible. Time off to take the examination for other organizations may be taken under Personal Necessity Leave.

#### 5.3.3 Eligibility Lists

5.3.3.1 The District shall establish eligibility lists not to exceed six (6) months duration from which vacancies will be staffed. All classifications will use eligibility lists.



## **ARTICLE 6 - PERSONNEL FILES**

- 6.1 The District will make the personnel file of an employee available to the employee for inspection upon written request, pursuant to the California Labor Code and any other applicable provisions of law.

## ARTICLE 7 - PROBATION AND PERFORMANCE EVALUATION

### 7.1 Probationary Employees

7.1.1 The first six (6) months of employment in any classification will be a probationary period, during which time the employee has an opportunity to demonstrate efficient job performance. During the probationary period, the probationary employee's status is at will. A probationary employee may become classified with evaluation of work and progress during the probationary period. A new probationary employee will be evaluated by the supervisor after the first three (3) months of employment and again during the sixth (6) month of employment before the expiration of the probationary period.

Under certain circumstances, the six-month probationary period may be extended upon the recommendation of the supervisor with the written approval of the Vice President of Facilities and Construction Services and the Vice President of Human Resources. An additional evaluation will be made during the eleventh (11) month for one-year probationary periods. An extension of the probationary period is not grievable. Denial of an extension is not grievable. An extension of the probationary period must be approved no less than five working days prior to the expiration of the initial six-month probationary period. The Union will be notified of any extension(s).

7.1.2 Temporary employment time shall be credited toward employee probationary period if the temporary employment exceeds three (3) months of full-time work and the temporary person is hired without a break in service.

7.1.3 An employee who is serving a new probationary period due to transfer to another classification is subject to demotion during the probationary period at the sole discretion of the District without recourse to the grievance or disciplinary procedures of their Agreement.

## 7.2 Permanent Employees

7.2.1 Permanent employees will be evaluated by June 30 each year, on a form developed by the District (Appendix "D" and "D-1") The results of the evaluation are not subject to the grievance procedure. Non-annual evaluations may occur for permanent employees. Evaluations will be reviewed and discussed with each employee. Employees are encouraged to comment in the space provided, or to attach an addendum. Nothing herein shall be deemed to make the contents of any evaluation subject to the provisions of the Grievance Article of this Agreement. Information contained in the employee's formal evaluation instrument shall not be the sole source of negative information used to discipline unit members.

The original evaluation is forwarded to Human Resources to be maintained in the employee's personnel file and a copy shall be provided to the employee. The employee shall have the right to review and respond to any negative evaluation. The employee shall have ten (10) working days to submit a written response to the evaluation, to his/her immediate Supervisor or Human Resources. No additional comments may be added to the evaluation after the 10<sup>th</sup> work day.

## **ARTICLE 8 - SALARY, CAREER ADVANCEMENT, AND CLASSIFICATION**

8.1 Effective for the term of this agreement, the salary schedule applicable to employees covered by this Agreement shall be increased by 2% for 2017-2018 fiscal year, and an on-salary schedule increase equivalent to the COLA for the 2018-2019 fiscal year. If the State does not provide a COLA during the 2018-19 year, both parties agree to reconvene negotiations to address Article 8, Compensation. The District will grant retro actively any additional increase in compensation should another association(s) receive a higher salary increase in either year ("Me Too") for 2017-18 and 2018-19. The term of this agreement Salary Schedule shall be added to Appendix "A" and "A-1".

### **8.2 Promotion-Career Advancement**

8.2.1 All job opportunities are posted on the District's Human Resources webpage. Any employee has the opportunity to compete for higher-level positions if the minimum qualifications of education and experience are possessed. Employees interested in such advancements should arrange to complete the minimum requirements so that they will be prepared for future examinations. When making final appointment decisions, skill and ability being equal, a current permanent employee will be given preference over external applicants. Ties between current employees will be determined by seniority.

### **8.3 Acting Appointments**

8.3.1 Appointments on an "acting" basis may be made in certain emergency situations such as:

8.3.1.1 If an employee is on sick leave for more than five working days or has been granted an unpaid leave of absence, a District employee familiar with the duties of the position may be appointed on an "acting" basis to perform the duties.

8.3.1.2 If an employee is granted an extended leave because of illness or for personal reasons and it is not in the best interest of the department to reassign another

employee on an "acting" basis, a qualified applicant may be appointed on an "acting" basis to serve until the employee returns from the leave of absence.

8.3.1.3 If a position becomes vacant and the distinct nature of the position requires that there should be no interruption in the performance of duties, a qualified applicant may be appointed to that position on an "acting" basis pending the completion of the examination process.

#### 8.4 Transfer

Employees under certain conditions may transfer to a position with the same classification in another department. If an employee wishes to transfer, the matter should be discussed with the Vice President of Human Resources. Supervisors frequently transfer employees to the other comparable work assignments within the department to broaden the employee's knowledge and skills and increase flexibility of staff.

#### 8.5 Pay Days

Pay days are on the 10th and the 25th of each month. The check issued on the 25th is considered an earned salary advance (ESA) toward that month's net earnings. The check issued on the 10th represents the net balance due for the preceding month accompanied by a statement listing voluntary and involuntary deductions. If the 10th or the 25th falls on a Saturday, Sunday, or a holiday, employees are paid on the preceding work day. (Voluntary deductions are not made for the months of July and August.)

#### 8.6 Entering Salaries

Entering salaries depend upon the experience level of the persons being hired, based on the following table:

Less than three years applicable experience	Step A
Three to five years applicable experience	Step B

8.7      Anniversary Date: Step Adjustment

On the first of the month following the initial six months of employment, subject to satisfactory performance evaluation, the employee will receive a salary adjustment of one step above the hiring rate. The first month of employment will be included in the probationary period if the employee was in paid status at least 15 working days. The date of this adjustment is known as the "anniversary date." Step increases occur on this same date each year, subject to favorable performance evaluation, until the employee reaches the maximum step in the salary range.

Ordinarily, an employee advances from the first to the sixth step in 4 ½ years. If an employee advances to a higher position in a higher classification, the salary will be adjusted to the first step in that range or to a salary in the new range which is at least one step above the present salary, whichever is more. If an employee is promoted before reaching the fifth step of the current range, the anniversary date remains unchanged. If an employee has reached the sixth step of the assigned range, a new anniversary date is established which would be twelve (12) months from the date of the promotion.

8.8      Personal/Professional Growth Benefit

Bargaining unit members will be eligible for a Personal/Professional Growth Benefit when three (3) or more semester units are completed at a school accredited by a regional accrediting association. The benefit will consist of \$175.00 for completing three (3) or more semester units of lower-division credit or \$425.00 for completing three (3) or more semester units of upper-division or graduate credit with a grade of "C" or better.

Only one of the above benefits may be earned each year. Application for the Personal/Professional Growth Benefit must be submitted within one (1) semester following the same year that course work is completed. Transcript must accompany application. The form for

claiming this benefit is attached as Appendix “B”.

## ARTICLE 9 - ATTENDANCE ACCOUNTING PROCEDURE

9.1 Attendance for all employees will be accounted for by using the following procedure:

9.1.1 Points will be charged for the following incidents:

<u>Incident</u>	<u>Points Charged</u>
Each day of unexcused absence	1
Each day of unexcused absence connected to any vacation day and/or holiday	2
Tardy more than 5 minutes but 4 hours or less	½
Tardy more than 4 hours	1
Leaving early more than 5 minutes but 4 hours or less	½
Leaving early more than 4 hours	1

9.1.2 Absence is defined as time away from one's work during a scheduled workday. Absence shall be excused for the following reasons:

- (1) Allocated sick leave as defined in Article 17.1
- (2) scheduled or approved vacation
- (3) holiday
- (4) jury duty
- (5) bereavement leave
- (6) injury or illness for which Workers' Compensation benefits are received
- (7) injury or illness for which an employee is hospitalized or continual outpatient treatment directly related to the hospitalized injury or illness.
- (8) authorized compensatory time
- (9) layoff
- (10) authorized leave of absence
- (11) approved Family Medical Leave Act (FMLA) leave, California Family Rights Act (CFRA) leave, and Pregnancy Disability Leave (PDL).



Medical documentation must be submitted to the Office of Human Resources within five (5) days of the employee's return to work.

The first two days of sick leave used in any of the first two years of employment with the District.

9.2 During each fiscal year (July 1 – June 30) one emergency tardiness of more than 10 minutes, but not more than 30 minutes, provided the time missed at the beginning of the work day is made up at the end of that work day, if approved by the supervisor, or personal necessity leave is used for the time the employee was tardy. For purposes of this section, emergency is defined as an unexpected and situation for which a person cannot plan in advance or take prudent action to avoid, such as a traffic accident or emergency on the road, or a sudden illness of a dependent, or a sudden unexpected need for child care.

9.3 For illnesses lasting more than two days:

9.3.1 If the employee returns with verifiable medical documentation for injury or illness, no additional points will be charged.

9.3.2 Verifiable medical documentation must be submitted to Human Resources within five (5) days of the employee's return to work.

9.4 An employee will reduce the number of points he/she has accumulated as follows:

9.4.1 22 consecutive scheduled workdays worked without an incident – employee will receive a reduction of one (1) point.

9.4.2 If an employee's point total is at two or less, 11 consecutive scheduled workdays worked without an incident – employee will receive a reduction of one half (1/2) point.

9.4.3 66 consecutive scheduled workdays worked without an incident - employee will receive 1 bonus point reduction.

9.4.4 The above calculations shall be prorated for alternate workweek.

9.5 Discipline Resulting from Unsatisfactory Attendance

9.5.1 Unsatisfactory attendance will be determined by the Attendance Accounting Procedure described in Section 9.1 above. All employees with less than 15 days or 120 hours of accrued sick leave will be subject to the following progressive discipline process resulting from unsatisfactory attendance:

3 points - Written warning

6 points - Minor suspension, five (5) working days

9 points – Recommendation for major suspension, ten (10) working days

12 points - Recommendation for termination

An employee who has two (2) major suspensions within a two-year period may be recommended for termination.

9.6 Regardless of the number of full-pay sick days maintained by an employee, the District retains the right, following one (1) warning to the employee and five (5) working days' written notification to the employee, to place the employee under the Progressive Discipline Process resulting from unsatisfactory performance when the District determines that such action is warranted by the employee's attendance and tardiness record. The District's determination to place the employee under the Progressive Disciplinary Process shall not be subject to the grievance or disciplinary procedures of this Agreement. If the District thereafter has not removed the employee from the system after one (1) year of continuous service during which the employee has continued to maintain at least eighteen (18) full-pay sick days, the employee may file a grievance to protest continued placement under the system. The District's decision at Step Three of the grievance procedure shall be final and binding.

9.7 The District shall notify all CSEA members that they have the right to allow a copy of any notices issued to the employee under this Article, be sent to the chapter president and/or labor relations representative. Request shall be submitted by marking the appropriate box on form Appendix F.

## **ARTICLE 10 - WORKING HOURS**

### **10.1 Working Hours**

The usual workweek is forty hours, composed of five, eight-hour days, Monday through Friday, or Tuesday through Saturday, usually from 6:00 a.m. to 2:30 p.m. or 6:30 a.m. to 3:00 p.m. There are also part-time assignments with variable working hours. If a position requires that 50% or more of any employee's assigned time must be worked after 4:00 p.m.; or if, at the request of the District, assigned hours are substantially different from the usual regular workweek, the employee is entitled to a shift differential. This differential is included in the employee's gross monthly rate. If an employee is temporarily assigned to a second or third shift, such assignment shall be compensated from the first day.

### **10.2 Alternate Workweek**

The District may establish an eighty-(80) hour, nine-(9) day workweek or a four-(4) day workweek in accordance with Educational Code Sections 88031 and 88039. The District and unit member must each agree to the alternative work schedule. The District or employee may terminate participation in the alternative workweek with the provision of a thirty-(30) day notice.

### **10.3 Time-Clock Procedures**

Employees are expected to be dressed and ready to begin work at the start of their shift. As part of this Agreement, the District and CSEA agree to the terms set forth in the Memorandum of Understanding executed by the parties on August 30, 2012 attached as Appendix F.

### **10.4 Lunch Period**

Each employee in the unit who works a shift of more than five (5) hours shall receive a thirty-minute, duty-free meal period. Such meal period to be scheduled by the employee's supervisor as close as practicable to the middle of the scheduled shift, unless otherwise agreed to by the supervisor and the employee. If an emergency requires that an employee work through his/her

work day without a lunch period, the employee shall be compensated for the missed meal period at the applicable rate.

#### 10.6 Rest Period

Each employee in the unit who is scheduled to work four (4) or more consecutive hours shall receive a paid rest break of twenty (20) minutes approximately midway during each such four-hour period.

#### 10.7 Clean Up Period

Each employee shall receive a reasonable period of time, not to exceed five (5) minutes, for wash-up prior to the meal period and end of shift.

## **ARTICLE 11 - CLASSIFICATION**

### **11.1 Classification**

All positions are classified on the basis of the actual duties performed rather than the person performing the duties. This process of job analysis results in a written "class description" for each position which lists typical duties and the minimum qualifications. The class description provides an objective means of assignment of title and range and furnishes a tangible basis for comparison with similar positions found in other organizations.

### **11.2 Classification Review**

If there are significant changes in the assigned duties and/or responsibilities, the employee may request a review in order to determine whether the position should be reclassified. To do this, a "duties statement" must be completed. This form should be obtained by the supervisor from the Human Resources Office. The employee will be visited at the work site, and the total assignment will be reviewed.

11.2.1 Reclassification procedures commence in February of each year and approved changes are effective July 1, for the succeeding fiscal year. Reclassification will be reviewed by the administration in consultation with the employee (and CSEA). The decisions of the Executive Committee are final. The employee may request a written rationale for denials.

### **11.3 Class Descriptions**

Class descriptions shall be provided to employees upon hire and upon request. Class descriptions shall be dated whenever revised and no revision shall occur without the concurrence of CSEA except as determined by the College Executive Committee in the case of a reclassification.

## ARTICLE 12 - SAFETY

12.1 It is the District's responsibility to provide the employees in the unit with a safe work environment, and it is the responsibility of each employee in the unit to observe all applicable safety rules and regulations.

### 12.2 Facilities Services Safety Committee

12.2.1 The Committee shall be composed of an equal number of employees (not to exceed four), selected by CSEA, and supervisors or managers (not to exceed four) selected by the District. In addition, the Director, Business Services; Supervisor, Office Services; and a Business Representative appointed by CSEA may act as ex-officio members of the Committee. A CSEA member shall serve as Chairperson.

The Safety Committee normally shall meet once each six-(6) weeks or at the call of its chairperson, but in no event on less than five-(5) days' notice unless such meeting is required to deal with a safety emergency. The Committee's function shall be to investigate complaints of unsafe working conditions for members of the unit and to advise the District's Safety Committee and/or the affected employees regarding such conditions and any proposed corrective actions.

12.3 The District shall continue its provision of such safety equipment as was provided prior to the execution of this Agreement.

### 12.4 Industrial Accident

An employee injured on the job must report the injury to his/her supervisor immediately, even though it may not be considered serious. If the injury requires medical attention, the injured employee must fill out an Industrial Accident Report, which may be obtained from the Risk Management Office.

12.4.1 The cost of necessary medical care and hospitalization may be covered by the District

Workers' Compensation Insurance, should the need arise. The employer has the right to specify the doctor or hospital for treatment, unless the employee designated his/her own doctor in advance by submitting the appropriate form to the Office of Risk Management.

12.4.2 Regular employees eligible for workers' compensation who are absent from duty because of illness or injury directly resulting from an industrial accident/illness may be granted a paid industrial accident/illness leave from the fourth day up to and including the last day of such absence, not to exceed sixty (60) working days for the same accident. If an employee is unable to return to work after using all paid industrial accident/illness leave, the employee's absence will be charged against his/her accumulated sick leave.

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

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



## **ARTICLE 13 - DISCIPLINARY PROCEDURE**

13.1 The disciplinary procedure set forth below shall apply to major disciplinary action, including but not limited to, discharge, suspension, demotion or termination taken against permanent, non-probationary employees.

### **13.2 Informal Hearing Prior to Disciplinary Action**

#### **13.2.1 Notice**

Prior to imposing major disciplinary action, the District will provide the employee with a written notice of the proposed action, the specific charges or materials on which the action is based, and the reasons for the proposed action. The written notice will also advise the employee of the right to request a hearing on the proposed action ("Skelly hearing") and will include a Request for Hearing form, which is to be returned by a specified date which shall be no less than five (5) working days after service of the written notice. An employee's failure to return the request for hearing form within the time specified shall constitute a waiver of the right to a hearing before the initial imposition of disciplinary action.

#### **13.2.2 Hearing.**

At the hearing the employee shall be given the right to respond verbally or in writing to a person with authority (Hearing Officer) to make the final decision regarding the proposed disciplinary action or to recommend what final decision should be made. If the employee's response is heard by a person with authority to recommend, the employee's response shall be fully and fairly communicated to the Superintendent-President who makes the decision regarding the proposed action.

#### **13.2.3 Association Representative**

Upon the employee's request, the employee shall have the right to have a CSEA representative present at the hearing. Within ten (10) working days after the employee's response is heard, the employee shall be advised in writing of the hearing officer's decision.

#### 13.2.4 Exception

The only exceptions to this procedure is when the District believes that the employee's conduct creates a danger to the public, students, other employees, or the District, or when the employee may be suspended for the (10) days or less. In these cases, a disciplinary suspension may begin before the employee receives a notice of intent and informal hearing.

#### 13.2.5 Decision

The hearing officer's decision shall be presented to the Superintendent/President who shall present the recommendation to the Board of Trustees with any other pertinent information at its next regular business meeting, subject to the notice requirements of the Brown Act. The employee shall be advised in writing of the District's decision and the effective date.

#### 13.2.6 Right to Formal Hearing

When the employee is advised of the District's decision and its effective date, the employee shall also be advised of his/her right to obtain a formal hearing. If the employee desires such a hearing, the employee must submit a written request within five (5) working days after receiving notification of the District's decision. The employee's request shall be submitted on a form provided by the District to the Office of Human Resources. The formal hearing may, but need not, occur prior to initial imposition of discipline.

### 13.3 Formal Hearing

#### 13.3.1 Selection of Hearing Officer

The review panel shall be conducted by a single hearing officer. The State Mediation and Conciliation Service will be asked to appoint the hearing officer. The hearing officer shall set the time for the hearing on the matter and shall give the employee at least five (5) working days' notice in writing of the date and place of the hearing.

#### 13.3.2 Rights of Parties Before Hearing Officer

The employee shall attend any hearing unless excused by the hearing officer. The employee and the District shall be entitled to the following rights at the hearing:

- (1) To be represented by counsel or any other person at the hearing. The name of the employee's representative shall be given in writing to the Office of Human Resources at least three (3) working days in advance of the scheduled hearing so that a folder of the formal exhibits can be prepared for the representative. The formal exhibits shall consist of notice of proposed action; the employee's initial request for a hearing (if any); the District's written decision; and the employee's request. The folder of formal exhibits shall be given to the employee's representative at least two (2) days before the scheduled hearing.
- (2) To testify under oath.
- (3) To compel the attendance of other employees of the District to testify. To arrange for attendance during working hours, the names of such employees must be provided to the Office of Human Resources no later than three (3) working days before the scheduled hearing
- (4) To cross-examine all witnesses and all employees of the District whose reports are offered in evidence before the hearing officer.
- (5) To impeach any witness.
- (6) To present such affidavits, exhibits, and other evidence as the hearing officer deems pertinent to the inquiry.
- (7) To argue the case.

#### 13.4 Procedure for Hearing Before Hearing Officer

The hearing shall be conducted in the manner most conducive to determination of the truth, and neither the District nor the hearing officer shall be bound by technical rules of evidence. The hearing officer shall determine the relevancy, weight, and credibility of the testimony and evidence. At the hearing officer review panel's discretion, irrelevant and repetitious evidence may be excluded. The burden of proof shall be on the District.

Each party will be permitted an opening statement, with the District or its designated representative opening first. The District and its designated representative shall present its witnesses and evidence to sustain its charges, and the employee will then present witnesses and evidence in defense. Each party will be allowed to cross-examine witnesses.

The hearing officer may exclude witnesses not under examination except the employee and the party attempting to substantiate the charges against the employee and their respective counsel or representative.

#### 13.5 Findings and Recommendations of Hearing Officer

The hearing officer shall issue his or her findings and recommendations within thirty (30) calendar days after the conclusion of the hearing. The hearing officer may sustain or reject any or all of the charges filed against the employee and may recommend modifications of the disciplinary action proposed by the District. The findings and recommendations of the hearing officer shall be served on all parties and their designated representatives.

#### 13.6 Post-Hearing Procedure

The Superintendent-President shall review the findings and recommendations submitted by the hearing officer and make a final recommendation to the Board of Trustees. The Superintendent-President's recommendation may not contain a penalty greater than that proffered in the original charges. The Superintendent-President shall notify the affected employee and his/her designated representative of the Superintendent-President's recommendation no later than five (5) working days prior to the meeting of the Board of Trustees at which the matter will be considered.

An employee wishing to present oral argument to the Board of Trustees concerning the Superintendent-President's recommendation must notify the Superintendent-President at least twenty-four (24) hours prior to the meeting at which the Board of Trustees is scheduled to review the findings and recommendations and render a decision. The Board of Trustees shall make a final decision within thirty (30) calendar days after said meeting. The Board of Trustees shall not impose a penalty greater than that proffered in the original charges. In the event the Board of Trustees makes a final decision to modify or reverse the initial action taken by the District and the discipline has already been imposed, the employee shall be entitled to such make-whole relief as the Board of Trustees deems appropriate. Notice of the Board's decision shall be mailed to the employee and his/her counsel or other representative.

## ARTICLE 14 - GRIEVANCE PROCEDURE

### 14.1 Complaints

A complaint is any misunderstanding or dispute as to the interpretation or application of District policies, rules, and regulations and shall be processed in the same manner as a grievance but without a specific grievance form (Appendix "C") and without the option of advisory arbitration.

### 14.2 Grievance

A grievance is an allegation that a specific Article of this Agreement has been violated by the District. Grievances shall be processed in accordance with the procedure set forth below.

#### 14.2.1 Informal

It is understood and agreed that most problems that might otherwise give rise to grievances can be resolved by an informal, one-on-one discussion between the affected employee and that employee's immediate supervisor, and it is the intent of the parties that the grievance procedure set forth below not be utilized until reasonable attempts have been made, in all appropriate cases, to resolve problems by such informal discussion.

#### 14.2.2 Formal

If informal discussion as set forth above is not successful in resolving any complaint, misunderstanding, or dispute as to the interpretation or application of this Agreement, a formal written grievance may be processed in the following manner:

Step 1 The aggrieved employee may utilize the District's written grievance form to present his/her grievance to his/her immediate supervisor within the (10) working days after he/she first knew or by reasonable diligence should have known of the occurrence giving rise to the grievance. The immediate supervisor shall respond in writing to the written grievance within ten (10) working days after it has been submitted to such supervisor.

Step 2 If the grievant is not satisfied with the reply in Step 1, within the (10) working days after such reply, the grievance may be presented in writing to the Director of Facilities Services. The Director of Facilities Services shall reply in writing ten (10) working days thereafter.

Step 3 If the grievant is not satisfied with the reply in Step 2, the grievant may, within ten (10) working days after the receipt of the written reply, present the written grievance to the Vice

President of Human Resources or designee who shall issue his/her written determination within the (10) working days thereafter.

Step 4 If the grievant is not satisfied with the reply in Step 3, the grievant may, within the (10) working days after the receipt of the written reply, present the written grievance to the Superintendent-President of the College. The Superintendent-President shall issue his/her final written determination within the (10) working days thereafter.

Each of the formal requirements and time limitations stated herein for the processing of grievances shall be strictly adhered to provided, however, that any such limits may be extended by the express written agreement of the parties. If the District's authorized representative fails to answer a grievance within the time limit specified in any step of the grievance procedure, the grievant shall have the right to appeal the grievance immediately to the next step of the grievance procedure. If the grievant fails to appeal the grievance to the next step of the grievance procedure within the time limit specified in any step of the grievance procedure, the grievance shall be deemed waived and terminated.

During any meeting with management for the processing of a grievance and during any hearing on such grievance, an individual grievant may attend without loss of normal compensation or benefits.

#### 14.6 Advisory Arbitration

If the grievant is not satisfied with the Superintendent-President's decision at Level 4, the employee may request CSEA to submit the grievance to advisory arbitration. The parties will split the fees and expenses of the arbitrator. However, in the event that the District overturns an advisory arbitration award made in favor of the employee, the District will pay the entire fees and expenses of the arbitrator.

##### 14.6.1 Selection of Arbitrator

As soon as possible, the parties shall attempt to select a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator within ten (10) days of the request for arbitration, a request for a list of arbitrators may be submitted to the California State Conciliation Service. The conduct of the arbitration hearing shall be governed by the voluntary labor arbitration rules of the American Arbitration Association.

#### 14.6.2 Motions to Dismiss

If the District claims that a grievance should be dismissed because, for example, it falls outside the scope of the procedure, or was filed or processed in an untimely manner, or that the dispute has become moot, or that a party has breached the confidentiality provisions, such a claim shall, at the option of the District, after the Level 4 decision, and without prejudice, be heard and ruled upon: (a) along with the merits of the case by the same arbitrator; or (b) have the claim first submitted to a separate arbitrator to determine whether or not the issue is arbitral; and if so, the grievance shall be returned to Level I of this procedure for further processing. In such instances a suitable stay/continuance between such a ruling and any further proceedings shall be granted as may be reasonably necessary.

#### 14.6.3 Limitation Upon Arbitrator

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

The arbitrator shall not have authority, nor shall he/she consider it his/her function to decide any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction.

The arbitrator shall not render any decision or award merely because in his/her opinion such decision or award is fair or equitable. The arbitrator shall have no power to render an award on any grievance occurring before or after the term of this Agreement. The arbitrator may hear and determine only one (1) grievance at a time unless the District expressly agrees otherwise.

#### 14.6.4 Board Review of Arbitrator's Decision

If the advisory decision of the arbitrator is acceptable to the District, the Superintendent-President shall take any necessary action to implement the decision. If the Superintendent-President fails to implement an advisory award made in favor of the employee, the grievant may appeal, in writing, to the Board of Trustees within ten (10) days of receipt of the advisory award, or within then (10) days of the Superintendent-President's written notification to the parties of his/her action to set aside the advisory decision.

If upon review of the written record the Board of Trustees determines that it is unable to render a

decision on appeals made, it may reopen the record in Executive Session to the parties of interest for the purpose of taking testimony.

The Board shall, in instances of appeals filed pursuant to section 14.6 above, communicate a decision within thirty (30) days after receiving said appeal. The decision of the Board shall be final and binding on the parties.

#### 14.6.5 Failure to Meet Time Limits

If the grievant and Union agree to the District's remedy in accordance with the time limits set forth in this Article, it shall not be subject to Level III review and shall be considered settled on the basis of the decision last made by the District. If the District fails to respond to the grievance in a timely manner at any level, the running of its time limit shall be deemed a denial of the grievance and termination of the level involved, and the grievant may proceed to the next step. Time limits hereunder may be lengthened or shortened in any particular case only by mutual, written agreement. The parties will attempt in good faith to adjust time-limit problems which occur above level I as a result of the summer recess.

#### 14.6.6 Union Representation

The grievant shall be entitled upon request to representation by CSEA at all grievance meetings as provided for in this Article. In situations where CSEA has not been invited to represent the grievant, the District shall not agree to a final resolution of the grievance until CSEA has received a copy of the grievance and the proposed resolution has been given the opportunity to state its views on the matter.

#### 14.6.7 Reasonable Released Time

Grievance meetings normally will be scheduled by the District so as not to conflict with student services. However, if the meeting is expected to be of such duration that it would extend beyond the normal business hours of the District's central office, the District shall provide released time with no loss of pay to one authorized employee representative of CSEA so that the session can be accommodated within such business hours. This shall constitute "reasonable periods of released time" within the meaning of the applicable provisions of the California Government Code.

#### 14.6.8 Confidentiality

In order to encourage a professional and harmonious disposition of unit member's complaints, it is agreed that from the time a grievance is filed until it is processed through arbitration, neither the



grievant, nor CSEA, nor the District shall make public either the grievance or evidence regarding the grievance.

#### 14.6.9 Reprisal

There shall be no reprisal against a unit member for filing a grievance or assisting a grievant in the above procedures.

#### 14.6.10 Grievance Files

The District's records developed for the filing and processing of a grievance shall be maintained separately from the grievant's personnel file.

#### 14.6.11 Notification of Witnesses

The grievant, or CSEA on his/her behalf, shall give the District forty-eight (48) hours' advance written notice of any witnesses that will be reasonably necessary to present testimony on behalf of the grievant at any formal level of this procedure.

## **ARTICLE 15 - SEPARATION OF EMPLOYMENT**

### **15.1 Resignation**

If an employee wishes to resign, a letter of resignation should be sent to Human Resources with a copy to the supervisor at least two weeks before the last day of employment. The letter of resignation should include the following:

- (1) The reason
- (2) The last day of work

### **15.2 Exit Interview**

Employees resigning from the District for any reason should contact the Human Resources Office no later than two weeks before separation from employment.

## ARTICLE 16 - HOLIDAYS

16.1 Holidays for which employees covered by this Agreement may be eligible are:

New Year's Eve

New Year's Day

Martin Luther King, Jr. Day

Lincoln Day

Washington Day

Cesar Chavez Day

Friday of Spring Vacation Week

Memorial Day

Independence Day

Labor Day

\*California Admission Day (Floating Holiday)

Veterans' Day

Thanksgiving Day

The day after Thanksgiving

Christmas Eve Day

Christmas Day

\*Winter Break Day Floating Holiday #1

\*Winter Break Day Floating Holiday #2

\*Winter Break Day Floating Holiday #3

\* Alternative days may be observed for members required to work during this time. In addition, any days designated by the Board of Trustees as holidays in response to either state or nationally declared proclamation will be observed on a one-time basis only.

16.2 When any holiday or alternative observance day falls on a scheduled work day, a regular full-time employee covered by this Agreement shall receive such holiday at his/her full regular rate of pay. Any part-time employee covered by this Agreement may receive prorated holiday pay if such holiday falls on the day of his/her regular work assignment.

16.3 To be eligible for holiday pay, an employee must be in paid status on the last working day before the holiday and the first working day following the holiday.

16.4 If an employee is required to work on a holiday, he/she shall receive his/her regular rate of pay, plus additional compensation at the rate of one and one-half times his/her regular rate of pay for

each hour worked on such holiday.

- 16.5 If, for any academic year during the term of this Agreement, the governing board of the District determines that California Admission Day is to become a scheduled day of instruction on the District's academic calendar, such holiday shall be converted to a floating holiday for employees in the unit. An employee's utilization of such holiday must create at least a three-day weekend within the academic year in which the holiday accrues; is subject to the employee providing his/her supervisor with not less than fourteen (14) days' notice of the anticipated date of such holiday; and is subject to the scheduling needs of the District.

16.6 Substitute Holiday

If an employee works a workweek other than Monday through Friday and as a result loses a holiday to which he/she would otherwise be entitled, the District will provide a substitute holiday of the number of hours to which the employee would have been entitled had the holiday fallen within the employee's normal work schedule. In advance of a scheduled holiday, the supervisor and the employee will determine substitute holiday arrangements for each employee who is eligible for a substitute holiday.

In the case of a holiday that occurs adjacent to a weekend (Saturday or Sunday), the intent is to provide the employee the opportunity for an equivalent length holiday weekend as Monday-Friday employees receive.

Such accrued time must be taken within twelve (12) full months following the earning of the time, and is subject to the operational needs of the District.

16.7 Floating holidays

The three (3) Winter Break Day Floating Holidays shall be used prior to the end of the fiscal year. California Admission day floating holiday must be linked to a weekend.

## ARTICLE 17 – LEAVES

### 17.1 Sick Leave

Employees covered by this Agreement shall accrue paid sick leave at the rate of one (1) day (eight hours) per calendar month, not to exceed the total number of months of the employee's assignment. Employees who work less than a full fiscal year shall earn sick leave on a pro-rated basis. A new employee may be advanced a maximum of six (6) days, or proportionate amount to which he/she is entitled, for use prior to the completion of six (6) months of active service at the discretion of the Vice President of Human Resources.

Unused sick leave shall accrue from year to year. Employees who previously worked for another community college district or county school, shall be entitled to transfer accrued leave from that district.

An employee utilizing paid sick leave may be required to provide such medical proof as management may require to justify the use of such leave.

### 17.2 Additional (Extended) Leave

Classified employees are entitled to additional paid leave for a period of up to 100 days (less the employee's annual sick leave allotment) at a rate of fifty percent (50%) of their regular salary. The employee must exhaust all paid sick leave and provide a medical certification of the need for extended sick leave from his/her medical provider before he/she will be paid under this provision (Ed Code 88196).

When an employee has used all accrued full-pay sick leave, he/she may be eligible for extended sick leave paid at fifty (50) percent of the employee's regular rate of pay. During the fiscal year, extended sick leave is provided up to a maximum of one hundred (100) working days of paid leave, including full-pay sick days. Part-time employees will be afforded these same rights on a pro rata basis for one hundred (100) days. When an employee has used all accrued full-pay sick leave and becomes eligible for extended sick leave, he/she may use accrued vacation or comp time to supplement the extended sick leave pay in order to achieve fully paid days.

An employee, who wishes to use the extended sick leave benefit, shall provide to the Office of Human Resources verifiable medical documentation directly related to the illness or injury which required absence from duty during the period of extended sick leave. Failure to submit medical documentation will subject the employee to discipline for unsatisfactory attendance as determined

by the attendance accounting procedures described in Article 9.1. The District reserves the right to require proof of illness and may refer any claims for extended sick leave benefits to the District physician whose decision as to the employee's eligibility shall be final.

If a verifiable sick leave absence occurs on the working day immediately before and/or after a legal holiday, the legal holiday will not be charged against the sick leave or extended leave.

### 17.3 Responsibility to Report Absences

If an employee is unable to report work for any scheduled shift, it is the employee's responsibility to call the facility department sick-line prior to the start of the shift, no less than 30 minutes before the start of his/her shift to report the absence. If the absence occurs on the work day immediately before and/or after a legal holiday, the legal holiday is not charged against the employee's sick leave accrual.

#### 17.3.1 General Conditions:

Employees who are absent at least five (5) consecutive workdays must provide to the Office of Human Resources a written documentation of illness from the employee's medical provider, which confirms the time off and the employee's ability to resume his/her regular duties as of a specified date. The supervisor may not permit the employee to return to work without the clearance from the Office of Human Resources. Failure to comply with this Article may result in unpaid leave until such clearance is obtained. If an employee exhibits a pattern of excessive absenteeism, the supervisor may require such clearance for shorter periods of time.

Absence required because of the employee's dental or medical appointments may be charged against sick leave.

If the employee has a physician's written statement which defines the period of illness, the employee is relieved of reporting in ill each day, providing that the physician's statement has been received in the Human Resources Office.

### 17.4 Personal Necessity Leave

The District shall provide seven (7) days of unpaid Personal Necessity Leave in accordance with applicable state and federal laws (Labor Code 233 and 234) which may be supplemented by up to a maximum of seven (7) days of the employees accrued paid sick leave each fiscal year for any of the following reasons:

- (1) additional bereavement leave due to the death in the immediate family only (employee's spouse, child, stepchild, parent, sibling, father-in-law, mother-in-law, grandparent, grandchild, son-in-law, daughter-in-law or any relative living in the immediate household of the employee)
- (2) appearance in court or any administrative forum as a litigant, party or witness under subpoena
- (3) to care for an immediate family member (as defined in #1 above)
- (4) the birth of a child to supplement unpaid leave provided by FMLA or CFRA
- (5) imminent danger to the employee's home, such as by flood, fire, or a serious nature under which the employee could not reasonably be expected to disregard.

#### 17.4.1 Utilization

Use of sick leave for personal necessity shall be subject to the following limitations and conditions:

- (1) The total number of days allowed in a fiscal year for such leaves shall not exceed seven (7) days.
- (2) The days used will be deducted from, and may not exceed, the number of full days of accrued sick leave to which the employee is entitled.
- (3) Personal necessity leave shall not be granted during a scheduled vacation or a leave of absence.

Allocation of sick leave shall be made only upon certification that the absence was due to a situation designated as a personal necessity within the meaning of this section.

#### 17.5 Jury Duty or Subpoena Leave

The District shall provide paid time off for jury duty or subpoena leave for an unlimited number of days in accordance with Education Code 87035 and 87036. The District may grant a leave of absence to a classified employee to appear as a witness in court, other than as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee.

The classified employee granted jury duty or subpoena leave, shall be paid up to the amount of the difference between the employee's regular salary earnings and any amount he or she

receives for jury or witness fees.

#### 17.6 Military Leave

Military leave shall be granted to employees who volunteer or are enlisted for duty with the armed forces of the United States. Such leave shall be granted in accordance with provision of the law. Compensation shall be in accordance with the California Military and Veterans Code.

A copy of the employee's military orders must be presented to the Office of Human Resources when requesting leave.

Classified employees who have been employed with the District for at least one (1) year immediately prior to the date on which the military leave of absence begins will receive regular compensation the first thirty (30) calendar days of said leave if this time falls within the employee's usual work period. This includes orders to report for military or veteran's physical examinations and service in the Reserve Corps.

#### 17.7 Bereavement Leave

Any employee is allowed a leave of absence for bereavement leave, not to exceed three (3) consecutive working days, or five (5) consecutive working days if the employee attends a funeral more than 250 miles from the College, on full pay when such absence is occasioned by reason of death in the immediate family (employee's spouse, child, stepchild, parent, sibling, father-in-law, mother-in-law, grandparent, grandchild, son-in-law, daughter-in-law or any relative living in the immediate household of the employee). The District may require the employee to provide proof of eligibility for bereavement leave. Bereavement leave is not applicable when an employee is on unpaid leave of absence or during unscheduled work days for employees on less than twelve-(12) month assignments. Bereavement leave is allowable if bereavement immediately precedes or immediately follows such absence.

Up to one day's time off with pay will be granted for bereavement leave for the death of relatives not listed above or living in the immediate household. Up to one-half day with pay will be granted for bereavement leave for the death of a friend. This leave shall be limited to one time per fiscal year. Additional leave may be granted as outlined under "Personal Necessity Charged Against Sick Leave."

#### 17.8 Unpaid Leave of Absence

The District may grant classified employees an unpaid leave of absence, not to exceed six (6)



months for the following reasons:

- (1) to recuperate from illness or injury (after expiration of sick leave),
- (2) for personal not-for-profit business,
- (3) for extended travel, and
- (4) in accordance with the Family and Medical Leave Act (FMLA), California Family Rights Act (CFRA), and Pregnancy Disability Leave (PDL).

#### 17.9 Personal Absence

If an employee is unable to report for duty on any scheduled work day, it is the employee's obligation to inform the employee's supervisor of such absence within 30 minutes prior to the beginning of his/her scheduled shift via the facility department sick-line. Failure to appear for duty without notifying the supervisor in such time shall be considered an unpaid absence for the time not at work and subject to occurrence points under the attendance accounting procedure. If employee fails to contact his/her supervisor or the Office of Human Resources within three (3) work days, the absence may be considered "job abandonment" and may result in termination of employment.

#### 17.10 Absences for Religious Holidays

The District Employee shall grant leave of absence for religious holidays in accordance with the California Fair Employment and Housing Act.

#### 17.11 Unpaid Pregnancy Disability Leave (PDL)

The District shall provide unpaid Pregnancy Disability Leave in accordance with applicable state (California Family Rights Act – CFRA) and federal (Family and Medical Leave Act - FMLA) laws. The employee may use any accrued and available paid sick leave to supplement the unpaid pregnancy disability leave.

An employee who is disabled and physically unable to work because of pregnancy, childbirth, or a pregnancy-related medical condition shall be entitled to up to four (4) months unpaid Pregnancy Disability Leave. The leave can be taken before or after the birth, during any period the employee's medical provider designates as time off needed due to a pregnancy-related

disability. All leave taken in connection with a specific pregnancy counts toward computation of the four-month period.

The employee may be granted Pregnancy Disability Leave in addition to any leave she may be entitlement under FMLA and CFRA. Pregnancy Disability Leave shall run concurrently with any leave the employee may be entitled under FMLA. The employee may apply for Pregnancy Disability Leave by contacting the Office of Human Resources.

#### 17.12 Parental/Child Rearing Leave

- 17.12.1 Definition of Parental Leave: For the purposes of this Article, “parental leave” is defined as leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.
- 17.12.2 Eligibility for Parental Leave
- 17.12.3 All full-time and part-time employees who have been employed for 12 months with the Employer are entitled to utilize parental leave.
- 17.12.4 Unit members shall be entitled to twelve (12) workweeks of parental leave in any twelve (12) month period.
- 17.12.5 The unit member is entitled to take parental leave in intermittent periods within the 12-month period; however, the aggregate amount of parental leave taken shall not exceed 12 workweeks in the 12-month period.
- 17.12.6 The unit member is entitled to use his or her regular accrued paid sick leave and extended sick leave in taking parental leave, if the employee chooses to do so.
- 17.12.7 The unit member must first use his or her regular accrued paid sick leave, and then, when this accrued leave is exhausted, the employee is entitled to use extended sick leave, for a total of 12 workweeks in any 12-month period. Unit member shall be compensated at no less than 50 percent of the employee’s regular salary for the remaining portion of the 12-workweek period of parental leave.
- 17.12.8 The unit member is also entitled to use his or her accrued vacation or comp time to supplement the extended sick leave pay, in accordance to Article 17.2,

in order to achieve fully paid days after sick leave is exhausted, if the employee chooses to do so.

17.12.9 Paid parental leave under this Article runs concurrently with unpaid parental leave under the California Family Rights Act (CFRA) and the federal Family and Medical Leave Act (FMLA) for a total of 12 workweeks during any 12-month period.

17.12.10 Paid parental leave under this section is in addition to leave taken for disability due to pregnancy, childbirth or related medical condition.

### 17.13 Family and Medical Leave Act

The District is not required to provide employees time off for religious holidays, except those that are board authorized. Employee who observe recognized religious holidays shall be granted time off as an accommodation in accordance with California state law.

Qualified classified employees shall be granted unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave.

#### 17.13.1 FMLA Eligibility

Eligible employees are entitled to up to twelve (12) workweeks of unpaid leave in a 12-month period for:

- (1) the birth of a child and to care for the newborn child within one year of birth;
- (2) the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
- (3) to care for the employee's spouse, child, or parent who has a serious health condition;
- (4) a serious health condition that makes the employee unable to perform the essential functions of his or her job; a "serious health condition" is defined as an injury, illness or hospital stay resulting in an absence of in excess of three (3) consecutive workdays (four (4) or more workdays).
- (5) any qualifying exigency arising out of the fact that the employee's spouse, son,

daughter, or parent is a covered military member on “covered active duty;” OR

- (6) to care for a covered service member with a serious injury or illness if the eligible employee is the service member’s spouse, son, daughter, parent, or next of kin (military caregiver leave).

#### 17.14. California Family Right Act

The District shall comply with the California Family Right Act. Qualified classified employees shall be granted unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave.

##### 17.14.1 CFRA Eligibility

Eligible employees are entitled to up to twelve (12) workweeks of unpaid leave in a 12-month period to:

- (1) to care for or bond with a newborn, adopted or foster child within one year of birth or placement of the child in the employee’s home;
- (2) to care for the employee’s spouse, child, parent, or domestic partner who has a serious health condition; or
- (3) for employees own serious health condition.

#### 17.15 Family Engagement & Kincare Leave

The District shall comply with the California laws governing this subject matter. Classified employees, that are the parent, guardian, or grandparent with custody of one or more children in kindergarten or grades 1 to 12, shall be provided up to forty (40) hours unpaid leave each fiscal year, not to exceed eight (8) hours in any calendar month, to participate in activities of the school or licensed child daycare facility of his/her children. To receive pay for days off under this provision the employee may utilize accrued vacation leave, personal necessity leave, or compensatory time.

The employee shall provide reasonable notice to his/her supervisor, prior to taking the time off for planned absence for activities under this provision. Regardless of the number of children in the employee has, he/she can only take off up to 40 hour per fiscal year.

The employee, if requested by his/her supervisor, shall provide documentation from the school or licensed child daycare facility as proof that he or she participated in school or licensed child daycare facility activities on a specific date and at a particular time.

Employees shall be permitted to use in any calendar year an amount not less than the sick leave that would be accrued during six months at the employee's then current rate of entitlement for the following purposes:

- (1) Diagnosis, care, or treatment of an existing health condition or, or preventative care for, an employee or an employee's family member; or
- (2) For an employee who is a victim of domestic violence, sexual assault or stalking.

#### 17.16 Catastrophic Leave

Employees may participate in the catastrophic leave program, which permits employees to donate accrued vacation or sick leave to the catastrophic leave bank.

An eligible employee who is, or whose family member is, suffering from a catastrophic illness or injury may requests a donation of vacation and/or sick leave from the leave bank by submitting a request and providing verification of the catastrophic injury or illness to the Office of Human Resources for consideration by the Catastrophic Illness or Injury Committee (see Appendix E).

#### 17.17 Industrial Accident or Illness Leave

An employee suffering an injury or illness arising out of and in the course of his/her employment shall be entitled to a leave not exceeding sixty (60) work days in any one fiscal year for the same accident or illness. The leave shall not be accumulated from year to year, and when the leave will overlap a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.

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

The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this Section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If, however, an employee is still receiving temporary disability payments under the Workers' Compensation laws of this state at the time of exhaustion of benefits under this Section, he/she shall be entitled to

use only so much of his/her accumulated and available normal sick leave and vacation leave, which, when added to the Workers' Compensation award, provides for a day's pay at the regular rate of pay.

## **ARTICLE 18 – VACATION**

### **18.1 Annual Vacation Earnings Rate:**

Full-time employees who are covered by this Agreement, and who are in paid status for eleven (11) or more days in each relevant calendar month, shall earn vacation as follows:

One (1) through three (3) years of continuous service: one day per month.

Annual Vacation Rate: 12 days

Four (4) through six (6) years of continuous service: one and one-quarter days per month.

Annual Vacation Rate: 15 days

Seven (7) through ten (10) years of continuous service: one and one-half days per month.

Annual Vacation Rate: 18 days

Eleven (11) or more years of continuous service: one and three-quarter days per month.

Annual Vacation Rate: 21 days

### **18.2 Earning Limit:**

Employees earn vacation according to the Annual Vacation Earnings Rate described in Article 18.1. An individual employee may never accrue more than two (2) times his or her Annual Vacation Earnings Rate.

Part-time employees covered by this Agreement shall earn vacation on a pro rata basis, in such proportion as their regular assignment bears to a full-time assignment.

### **18.3 Vacation Request**

Insofar as practicable and consistent with the needs of the District, vacation shall be granted at times most desired by employees.

Vacation requests shall be granted on a first-come, first-serve basis. If conflicting vacation requests of employees in a department must be reconciled, preference shall be given to the

timely requests of employees having the most continuous service with the District.

Vacation requests for the Winter Break period shall be given preference to those requests from employees who did not have such vacation in the preceding year(s).

Employees may use accrued vacation time in minimum increments of one (1) hour.

Any vacation must be requested at least three (3) working days in advance of the proposed commencing of vacation.

No deduction shall be made from the accrued vacation balance of any employee for holidays occurring during the approved vacation of the employee.

#### 18.4 Long term Vacation Request Response

For vacation request(s) made more than one (1) month in advance, the supervisor/designee shall provide a response within ten (10) work days, barring any special circumstance.



## **ARTICLE 19 - HIGHER JOB CLASSIFICATION PAY**

Any employee in the unit who is required by Management to perform the duties of a higher-unit classification for more than five (5) working days within a fifteen (15) calendar-day period shall receive the extra compensation of the higher classification for each day in which the duties of such higher classification have been performed. Such pay shall be not less than the rate that the employee would receive if he/she had been promoted to such higher classification.

## **ARTICLE 20 - SHIFT DIFFERENTIAL**

### **20.1 Swing, Sunrise and Graveyard**

An employee regularly assigned to the swing shift or to the graveyard shift shall receive a shift differential of 5% above his/her base rate of pay for each day worked on such shift and an additional 1% for the graveyard shift. For new employees as of the date of final ratification by both parties, an employee regularly assigned to the sunrise shift shall receive a shift differential of 3% above his/her base rate of pay for each day worked on such shift.

### **20.2 Sunday Work**

If a position requires that an employee work a regularly assigned schedule which includes an eight-hour shift on Sunday, the employee is entitled to a differential payment of one-step (approximately 5%).

## ARTICLE 21 - OVERTIME AND COMPENSATORY TIME

### 21.1 Overtime

Overtime includes any time the employee is required to work in excess of eight (8) hours in one (1) workday for employees with a regular 40-hour workweek; or in excess of ten (10) hours in one (1) workday for employees with an alternative work schedules of four (4) days per week with a regular 40-hour workweek; or in excess of twelve (12) hours in one (1) workday for employees with an alternative work schedules of four (4) days per week with a regular 48-hour workweek. An employee whose regular work schedule is less than 40-hours, is entitled to be paid for the extra hours at his/her regular rate of pay up to 40-hours work. Hours worked by an employee whose regular schedule is less than 40-hours shall be paid overtime for all hours worked in excess of 40-hours. Supervisors may require an employee to work overtime to complete a task. An employee must request to work any overtime to complete a necessary task, at least two hours before the end of his/her shift or when it becomes apparent that a particular task will not be completed by the end of the employees shift.

Employees shall not work overtime without the verbal or written approval of a supervisor. In the event that an employee is called by non-Facilities Services personnel, such as Campus Police, another manager, or administrator, the employee will have been deemed to have received work authorization. If such a call is received outside of regular work hours, the provisions of Article 22 (Call-Back Pay) shall apply. All employees will provide current and accurate contact information (for contact outside of the workplace) to their supervisor in order that communications can be optimized. Pay for any such overtime work will be the overtime rate which is 1 ½ times the hourly rate of the employee's salary or compensating time of 1 ½ hours off for each additional hour worked.

#### 21.1.1 Overtime Distribution

Overtime shall be offered by seniority on a rotating basis by classification or job family. Any unit member shall have the right to reject any offer or request for overtime or call-back. If no volunteers are found, overtime can be offered department wide, as long as the job doesn't require specialized skills.

### 21.2 Compensatory Time

Compensatory time is accrued at the rate of one and one-half hours for each overtime hour worked. Compensatory time may be earned and used only with prior approval of the employee's

immediate supervisor, or the Director of Facilities Services. Normal use of such time off is to be requested in writing at least three (3) working days in advance, and must be approved by a supervisor. "Emergency" use of compensatory time off (not with three days' advanced notice) shall be requested by the employee as soon as possible, and approval of such time shall be granted at the sole discretion of the Director of Facilities, or his/her designee. Any use of compensatory time shall be subject to the operational needs of the District. Compensatory time must be used within twelve (12) calendar months after the time was earned, or it shall be paid at the applicable overtime rate. Upon termination of employment, the employee will receive payment for all accrued, unused compensatory time calculated based on the employee's regular rate at the time of termination.

## **ARTICLE 22 - CALL-BACK PAY**

A unit member who is called to campus to perform work outside of his/her regular daily work schedule ("call back time") shall be guaranteed a minimum of four (4) hours of work. Call back time that results in overtime shall be paid at the applicable rate.

In the case of time that the unit member is called to work but is performed off campus (such as by remote device), the unit member shall be guaranteed a minimum of one (1) hour of work. These guarantees shall not apply to overtime which is consecutive with the employee's regularly scheduled shift or to cases where the employee did not work his/her regularly scheduled shift preceding the call-back.

## **ARTICLE 23 - SERVICE INCREMENT**

A service increment of one additional salary range will be granted after an employee has completed seven (7) years of continuous service; a second additional salary range will be granted upon completion of ten (10) years of continuous service; a third additional salary range will be granted upon the completion of fifteen (15) years of continuous service; a fourth additional salary range will be granted upon the completion of twenty (20) years of continuous service; a fifth additional salary range will be granted upon the completion of twenty-five (25) years of continuous service; a sixth additional salary range will be granted upon the completion of thirty (30) years of continuous service.

## ARTICLE 24 - DISTRICT-SPONSORED INSURANCE PLANS AND BENEFITS

### 24.1 Agreement Terms

During the term of this Agreement, the District will pay the cost of a comprehensive program including health, dental, vision, and life insurance for employees (on a 75% or more assignment) and their dependents. These plans become effective at once, if the employee starts to work on the first day of the month; otherwise they are effective on the first day of the following month. A change of health-plan is permissible during the annual open-enrollment period in September for an effective date of October 1. Supplemental Term Life Insurance, on the employee only, may be purchased at time of employment or during the annual open-enrollment week in September. Membership in any of these group plans will continue as long as the employee is in paid status.

24.1.1 The maximum dental benefits shall be \$2,000.

24.1.2 The maximum income protection plan will be \$3,000 per month.

24.1.3 "Eligible" as used in this Article shall mean those unit members who have an average assignment of seventy-five (75%) percent or greater during the monthly period of service.

24.1.4 An employee may change his/her health plan during the annual open enrollment period, which is usually the month of September.

24.1.5 When on approved unpaid leave of absence, an employee may continue health and life insurance plans by paying the monthly premiums to the District by personal check by the first (1st) day of the month for which coverage is to continue.

24.1.6 An employee on paid sick leave continues to be covered by the District-sponsored insurance plans. Employees on unpaid sick leave may continue health, dental insurance, and employee assistance program for as long as the District indicates the employee is eligible for reemployment. In order to continue such insurance, the employee must transmit monthly contributions to the District in the manner set forth in paragraph VI above. Continuation of life insurance may be possible. Employees must meet eligibility and payment requirements of the plan.

24.1.7 In lieu of District coverage for an individual's health insurance plan (for those with dual coverage) the District will provide during a ten-(10) month period an amount equal to one-half (1/2) the cost of an individual premium of the District's lowest-cost health plan for each member electing this option provided that:

- (1) This option may be selected only during the open enrollment period for health insurance or at the time of initial employment.
- (2) Requests to change to health insurance coverage from the cash option may be made only during the open enrollment period.
- (3) Cash benefits provided under this plan must comply with Internal Revenue Service Section 125.
- (4) Those choosing this option must submit evidence of coverage and sign a form provided by the Benefits Office in Fiscal Services.
- (5) If this option is chosen, District paid medical insurance coverage will be canceled effective October 1 of the year of the election of this option and will be available again only at the next regular open enrollment period.

24.2 CSEA shall designate a representative to serve on the District Health Benefits Committee.

#### 24.3 Medical/Dental Insurance for Retirees

Eligible retirees may elect to continue coverage under District-sponsored medical and dental plans on the same terms, including District-paid premium contributions, as coverage is offered to full-time employees of the District, through the month in which the retiree reaches age sixty-five (65).

In order to be eligible for this benefit, the retiree must meet the following criteria:

- (1) Must have retired from District employment under the Public Employees' Retirement System (PERS), or the State Teachers' Retirement System (STRS).
- (2) Must be at least fifty-five (55) years of age at the time of retirement.
- (3) Must have completed at least fourteen (14) years of service with the District.
- (4) Must have been eligible to receive District- sponsored medical and dental benefits in his/her last full year of employment.
- (5) Must be eligible for coverage under District's medical and dental plans.

If, following retirement, the retiree ceases to be eligible for receipt of retirement benefits under



PERS or STRS, the benefit described in this Article will also cease.

24.4 Early retirees who have not been employed by the District fourteen (14) years but who have completed a minimum of five (5) years of service may elect to retain group coverage under the District-sponsored medical and dental plans by paying the monthly premiums to the District. Such premiums must be received by the District by the first (1st) day of the month for coverage during that month.

24.5 For retirees who satisfy conditions 1 and 3 of Paragraph B of this Article, and who have attained the age of sixty-five (65), the District will pay \$1,440 annually, intended to help cover the cost of Medicare supplementary insurance.

#### 24.6 Wellness Incentive Program

All employees shall be eligible for the Wellness Incentive Program. For 110 consecutive, scheduled workdays worked with no attendance occurrence, or portion thereof, an employee will be awarded \$150.00. After the award is earned, the 110-day period shall begin to run again.

"Scheduled workday" means a day on which the employee is scheduled to work. It does not include days when the employee is on scheduled or approved vacation, holiday, jury duty, bereavement leave, personal necessity leave, industrial accident or injury leave, layoff or authorized leave of absence. The \$150.00 incentive will be included in the employee's regular salary warrant.

#### 24.7 Computer Loan Program

Eligible employees are all regular monthly employees with PCC for one year and eligible for benefits. The maximum loan amount is \$4,000. There can be only one loan outstanding. The initial loan must be repaid in full before a subsequent loan can be processed. The maximum repayment period is two (2) years. There is no interest charged for this loan. The repayment method is through payroll deduction. A promissory note must be executed by the employee prior to funds being released to the vendor.

## **ARTICLE 25 – UNIFORMS**

Employees are required to wear a uniform during work hours consisting of a specified shirt and pants. The District has purchased uniforms for use by employees during the term of this Agreement. The District shall bear the expense of cleaning and maintenance of uniforms. Employees shall deliver uniforms requiring cleaning to a designated location each week, on a weekday to be designated by the District. Repair or replacement of uniforms damaged in the course of performance of the employee's job duties shall be at the expense of the District. Any damage to a uniform during the course of performance of the employee's job duties shall be immediately reported to the employee's supervisor. An employee may elect to clean his/her own uniforms at his/her own expense and risk.

## **ARTICLE 26 - SENIORITY**

- 26.1 Where the experience, training, ability and qualifications of applicants for open positions in classifications covered by this Agreement are equal, assignment to open positions shall be made on the basis of seniority as defined in Section 25.2 below. The District's determination as to the relative experience, training, ability and qualifications of applicants shall not be subject to the grievance procedure of this Agreement.
- 26.2 Seniority shall be defined as length of continuous service in paid status with the District in classifications covered by this Agreement, dating from the employee's most recent date of hire. A probationary employee shall not accrue seniority during the probationary period, but shall acquire seniority credit retroactively for the probationary period upon satisfactory completion thereof.
- 26.3 An employee who is serving a new probationary period due to transfer to another classification is subject to demotion during the probationary period at the sole discretion of the District without recourse to the grievance or disciplinary procedures of the Agreement.
- 26.4 Following completion of the probationary period, an employee's seniority and employee status may be lost for any of the following reasons:
- (1) Voluntary termination
  - (2) Discharge
  - (3) Absence for two (2) consecutive workdays without notice to the District, except for explanation acceptable to the District
  - (4) Failure or inability to report to work or assume assigned duties upon expiration of an authorized leave of absence
  - (5) Layoff following expiration of the reemployment rights under Section 26.6 of this Agreement

## ARTICLE 27 - EFFECTS OF LAYOFFS AND REEMPLOYMENT

Whenever a classified employee is laid off, the order of layoff within the class shall be determined by the total number of hours worked. The employee who has worked the least number of hours in the class, plus higher classes, shall be laid off first. Reemployment shall be in the reverse order of layoff so that employees with the highest seniority shall be rehired first. Hours worked shall not be interpreted to mean any service performed prior to entering into a probationary status or to any hours worked on overtime.

- 27.1 All employees in an acting capacity shall be laid off first before any probationary employees are laid off.
- 27.2 Any probationary employee who had permanency in another class shall be returned to the class in which permanency was attained, replacing the last hired in that class with less seniority. All probationary employees in a class shall be laid off before any permanent employee in the class is laid off.
- 27.3 The order of layoff of permanent employees shall be the employee with the least number of hours worked in the class, plus higher classes, being laid off first. Subsequent layoffs shall continue in that order.
- 27.4 Employees laid off have displacement rights (which must be calculated for each individual). The first right is to move into a vacant position in the affected class. If there are no vacancies, the next right is to move into the position occupied by the employee with the least seniority in the class. If the person laid off is the least senior in the affected class, that person may displace into a lower class in which he/she had previously served, displacing the least senior in that class.
- 27.5 Absence due to layoff shall be considered as unpaid leave and shall not constitute a break in service.
- 27.6 Reemployment

A reemployment list shall be established and maintained by the District for 39 months. Names of employees laid off from the District shall be placed on the list in reverse order of layoff. Employees on disability leave of absence shall be merged into the list on the basis of the total number of hours accrued at the time they went on leave. Employees who have accepted voluntary reduction in hours or classification shall have an additional 24 months (for a total of 63 months) of reemployment rights.

- 27.6.1 Employees on the reemployment list must be willing to accept reemployment in class within five (5) days after notification of the offer. If the offer is declined, the next person on the list shall be

called. An employee may decline three (3) offers of reemployment. After the third refusal, no additional offers need be made unless the employee requests, in writing, that he/she wishes to be reactivated.

- 27.6.2 Regular employees who have resigned their employment with the District may be eligible for reemployment in any class for which they apply and possess the necessary qualifications. Regular employees who are reemployed within six (6) months of the date of resignation may be eligible for the following:
- 27.6.3 An employee who is reemployed in the same class may be reinstated at the same salary without examination unless the requirements of the position have changed.
- 27.6.4 An employee who is reemployed in a different class may be placed at the appropriate step of the salary range based on the employee's skills, experience, and the requirements of the position.
- 27.65 Following reemployment, vacation may be earned at the rate established during former District employment. The step increase and service increment dates will be adjusted to compensate for the months the employee was not employed. An employee who is re-employed more than six (6) months after resignation will be considered a new employee. An employee who is reemployed following a layoff will not have the layoff considered as a break in service if the employee returns within the statutory period of thirty-nine (39) months from the date of layoff.

## **ARTICLE 28 - CSEA VICTORY CLUB CONTRIBUTIONS**

The District agrees to deduct from the paychecks of employees covered by this Agreement voluntary contributions to the Victory Club, a political action committee fund, in addition to and with CSEA membership dues. CSEA shall provide the District with written payroll deduction authorization signed by the employee and shall notify the District of the amount designated by the contributing employee that is to be deducted from his/her paycheck each month. The District shall transmit along with and in the same transaction as dues, such voluntary contributions on behalf of employees. CSEA shall indemnify and hold harmless the District from any and all loss or liability including reasonable attorney's fees resulting from the District's compliance with the terms of this section.

## ARTICLE 29 - SAVINGS

- 29.1 In the event that any provision of this Agreement shall at any time be declared invalid by the final judgment of any administrative agency or court of competent jurisdiction, such decision shall not invalidate any other provision of this Agreement, and all remaining provisions shall remain in full force and effect.
- 29.2 The terms "District" and "District Management" as utilized in this Agreement shall be deemed to be synonymous, and shall, as appropriate, include the District as an entity, the Board of Trustees, the Superintendent-President, and all other members of District Management, including management at the level of the work site.
- 29.3 The inclusion within this Agreement of any matter not within the scope of representation pursuant to California Government Code Section 3543.2 is without precedent as to any future position by the District concerning the negotiability or non-negotiability of such matter, and the District expressly reserves the right to refuse or negotiate or renegotiate any written agreement on matters determined to not be within the scope of representation pursuant to California Government Code Section 3543.2
- 29.4 The parties agree that it is to their mutual benefit to encourage the resolution of differences through the processes provided by this Agreement. Therefore, it is agreed that CSEA will support this Agreement for its terms and will not appear before any public body or bodies to seek change or improvement in any matter subject to the meet- and-negotiate process, except by mutual, written agreement of the District and CSEA.

## **ARTICLE 30- CONCERTED ACTIVITIES**

- 30.1 CSEA, its agents and the employees it represents agree that there shall be no strike, work stoppage, or any other concerted interference with the operations of the District, or any picketing, or any refusal to enter upon any District premises for any reason whatever during the term of this Agreement.
- 30.2 CSEA, its agents, and the employees represented by it further understand and agree that there shall not be strike, slowdown, stoppage of work, or any acts of any nature, including picketing, that tend to interfere with the operations of the District of any other government agency or body, whether such acts be related to or in sympathy with another group of employees or employee organization wholly within the District.
- 30.3 The inclusion of this Article in this Agreement shall in no way be deemed to preclude or stop the District from seeking any form of legal relief to which it may be entitled during the term of this Agreement or at any other time.
- 30.4 There shall be no responsibility and/or liability on the part of CSEA on account of any violation of any of the foregoing provisions of this Article by any individual member or members in any case where the activity or conduct constituting such violation is not encouraged by CSEA or the CSEA's authorized officer, agent, representative, or employee acting within the scope of his/her authority. CSEA, however, in any such case shall, at the request of the District, do everything within its power to influence the member or members engaging therein to cease and desist there from.
- 30.5 The District agrees that it will not cause a lockout of the employees during the term of this Agreement.
- 30.6 Should differences arise between the District and CSEA or its members as to the meaning and/or application of any of the provisions of this Agreement, there shall be no suspension of work on account of such differences but an earnest effort shall be made to settle such differences in accordance with the terms and provisions of this Agreement.



## **ARTICLE 31 - EFFECTS OF AGREEMENT**

- 31.1 It is the intention of the parties that this Agreement set forth the full and entire understanding of the parties regarding all matters set forth herein, and any prior or existing understanding or agreements by or between the parties, whether formal or informal, and any all existing District rules, regulations, and policies regarding any such matters are hereby superseded and terminated in their entirety as to the employees in the unit.
- 31.2 Unless otherwise specifically provided herein, it is agreed and understood that each party hereto voluntarily waives and unqualifiedly relinquishes its right to meet and negotiate with respect to any subject or matter covered herein, or with respect to any matter not covered herein, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they met and negotiated this Agreement, and even though any such subject or matter was proposed and later withdrawn.
- 31.3 Any Agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not be binding upon the parties unless made and executed in writing by all parties hereto.

## **ARTICLE 32 - TERM**

- 32.1 The term of this Agreement shall commence when the Board of Trustees has completed all action necessary for its implementation. This Agreement shall continue in effect from July 1, 2017 through June 30, 2020.
- 32.2 Negotiations shall begin by delivery by either party to the other a written proposal which shall be placed on the agenda of the Board of Trustee's next regular business meeting in accordance with applicable public notice requirements.
- 32.3 If there is a change in a state or federal statute after the ratification of this Agreement, which results in a direct conflict with any specific and expressed term of this Agreement, either party may request to negotiate a replacement. CSEA and District shall re-open Article 8 for the 2019-20 school year salary compensation.

TENTATIVE AGREEMENT  
*Between the*  
PASADENA AREA COMMUNITY COLLEGE DISTRICT  
*And the*  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
*And its*  
PASADENA CHAPTER 777  
May 31, 2017

This Tentative Agreement (TA) is made and entered into this May 31, 2017, between the Pasadena Area Community College District ("District") and the California School Employees Association and Its Chapter 777 ("Association") collectively ("the parties").

The parties have reached agreement on the following articles under open contract for the 2017-2020 term:

Article 1: Agreement

Article 4: New Employee Orientation; Contracting Out

Article 9: Attendance Accounting Procedure

Article 10: Working Hours

Article 17: Leaves

Article 18.4: Long-term Vacation Request

Article 21: Overtime and Compensatory Time

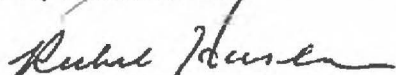
Article 32: Term

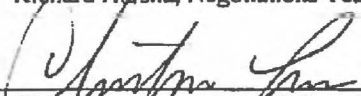
This TA is subject to approval and/or ratification by both parties.

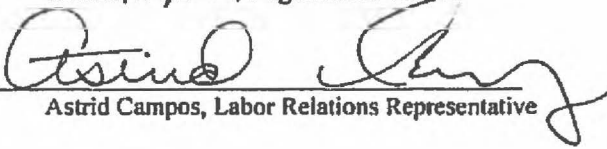
Dated: May 31, 2017

PASADENA CITY COLLEGE - CALIFORNIA SCHOOL  
EMPLOYEES ASSOCIATION (CSEA) AND ITS PASADENA  
CHAPTER 777

By:   
Rudy Perez, President

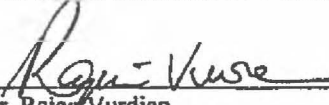
By:   
Richard Harsha, Negotiations Team

By:   
Christopher Lucas, Negotiations Team

By:   
Astrid Campos, Labor Relations Representative

Dated: May 31, 2017

PASADENA AREA COMMUNITY COLLEGE DISTRICT

By:   
Dr. Rajen Vurdien  
Superintendent/President

## **APPENDICES**

Appendix A - Unit Classification and Salary Schedule

Appendix B - Personal/Professional Growth Benefit

Appendix C - Grievance Forms

Appendix D - Evaluation Form

Appendix D-1 – Performance Improvement Plan

Appendix E - Catastrophic Illness Form

Appendix F - Attendance Accounting Notification

Appendix G - Kronos MOU/Time Clock Procedure

Appendix H- Salary and Health Benefits MOU for 2017-2020 (Board Ratified on 9/20/17)



## APPENDIX A – Unit Classification and Salary Schedule

### Pasadena Area Community College District

Unit Classification and Salary Schedule Effective

July 1, 2017

### CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Chapter 777

Range	Classification
47	Air Conditioning Refrigeration & Ventilation Mechanic
52	Air Conditioning, Refrigeration and Ventilation Technician
51	Carpenter
53	Controls Technician and Computer Programmer
32	Custodian
35	Custodian Engineer
52	Electrician
35	Gardener
47	Heating and Ventilation Equipment Mechanic
52	Heating and Ventilation Equipment Technician
55	Heating, Ventilation and Air Conditioning Engineer
41	Irrigation Specialist
36	Laundry Worker/Custodian
36	Lead Custodian
50	Locksmith
53	Low Voltage Electrician/Technician
43	Maintenance Worker
50	Office Machine Mechanic
50	Painter
52	Plumber
35	Power Sweeper Operator
44	Skilled Trades Worker
48	Skilled Trades Worker II
52	Welder-Metal Worker

Range	A	B	C	D	E	F
<b>29</b>	2,914.25	3,059.95	3,212.95	3,373.61	3,541.18	3,719.41
	16.81	17.65	18.54	19.46	20.43	21.46
<b>30</b>	2,987.07	3,136.43	3,293.29	3,457.96	3,630.85	3,812.36
	17.23	18.09	19.00	19.95	20.95	21.99
<b>31</b>	3,059.95	3,212.95	3,373.61	3,542.29	3,719.41	3,905.37
	17.65	18.54	19.46	20.44	21.46	22.53
<b>32</b>	3,136.43	3,293.29	3,457.96	3,630.85	3,812.36	4,002.98
	18.09	19.00	19.95	20.95	21.99	23.09
<b>33</b>	3,212.95	3,373.61	3,542.29	3,719.41	3,905.37	4,100.66
	18.54	19.46	20.44	21.46	22.53	23.66
<b>34</b>	3,293.29	3,457.96	3,630.85	3,812.36	4,002.98	4,203.12
	19.00	19.95	20.95	21.99	23.09	24.25

Range	A	B	C	D	E	F
<b>35</b>	3,373.61	3,542.29	3,719.41	3,905.37	4,100.66	4,305.68
	19.46	20.44	21.46	22.53	23.66	24.84
<b>36</b>	3,457.96	3,630.85	3,812.36	4,002.98	4,203.12	4,413.34
	19.95	20.95	21.99	23.09	24.25	25.46
<b>37</b>	3,542.29	3,719.41	3,905.37	4,100.66	4,305.68	4,520.99
	20.44	21.46	22.53	23.66	24.84	26.08
<b>38</b>	3,630.85	3,812.36	4,002.98	4,203.12	4,413.34	4,633.96
	20.95	21.99	23.09	24.25	25.46	26.73
<b>39</b>	3,719.41	3,905.37	4,100.66	4,305.68	4,520.99	4,747.03
	21.46	22.53	23.66	24.84	26.08	27.39
<b>40</b>	3,812.36	4,002.98	4,203.12	4,413.21	4,633.96	4,865.70
	21.99	23.09	24.25	25.46	26.73	28.07
<b>41</b>	3,905.37	4,100.66	4,305.68	4,520.99	4,747.03	4,984.35
	22.53	23.66	24.84	26.08	27.39	28.76
<b>42</b>	4,002.98	4,002.98	4,002.98	4,002.98	4,002.98	5,108.96
	23.09	23.09	23.09	23.09	23.09	29.47
<b>43</b>	4,100.66	4,305.68	4,520.99	4,747.03	4,984.35	5,233.58
	23.66	24.84	26.08	27.39	28.76	30.19
<b>44</b>	4,203.12	4,413.34	4,633.96	4,865.70	5,108.96	5,364.40
	24.25	25.46	26.73	28.07	29.47	30.95
<b>45</b>	4,305.68	4,520.99	4,747.03	4,984.35	5,233.58	5,495.25
	24.84	26.08	27.39	28.76	30.19	31.70
<b>46</b>	4,413.34	4,633.96	4,865.70	5,108.96	5,364.40	5,632.61
	25.46	26.73	28.07	29.47	30.95	32.50
<b>47</b>	4,520.99	4,747.03	4,984.35	5,233.58	5,495.25	5,770.02
	26.08	27.39	28.76	30.19	31.70	33.29
<b>48</b>	4,633.96	4,865.70	5,108.96	5,364.40	5,632.61	5,914.27
	26.73	28.07	29.47	30.95	32.50	34.12
<b>49</b>	4,747.03	4,984.35	5,233.58	5,495.25	5,770.02	6,058.51
	27.39	28.76	30.19	31.70	33.29	34.95
<b>50</b>	4,865.70	5,108.96	5,364.40	5,632.61	5,914.27	6,210.00
	28.07	29.47	30.95	32.50	34.12	35.83
<b>51</b>	4,984.35	5,233.58	5,495.25	5,770.02	6,058.51	6,361.42
	28.76	30.19	31.70	33.29	34.95	36.70
<b>52</b>	5,108.96	5,364.40	5,632.61	5,914.27	6,210.00	6,520.46
	29.47	30.95	32.50	34.12	35.83	37.62
<b>53</b>	5,233.58	5,495.25	5,770.02	6,058.51	6,361.42	6,679.49
	30.19	31.70	33.29	34.95	36.70	38.54

Range	A	B	C	D	E	F
<b>54</b>	5,364.40	5,632.61	5,914.27	6,210.00	6,520.46	6,846.50
	30.95	32.50	34.12	35.83	37.62	39.50
<b>55</b>	5,495.25	5,770.02	6,058.51	6,361.42	6,679.49	7,013.48
	31.70	33.29	34.95	36.70	38.54	40.46
<b>56</b>	5,632.61	5,914.27	6,210.00	6,520.46	6,846.50	7,188.78
	32.50	34.12	35.83	37.62	39.50	41.47
<b>57</b>	5,770.02	6,058.51	6,361.42	6,679.49	7,013.48	7,364.15
	33.29	34.95	36.70	38.54	40.46	42.49
<b>58</b>	5,914.27	6,210.00	6,520.46	6,846.50	7,188.78	7,548.21
	34.12	35.83	37.62	39.50	41.47	43.55
<b>59</b>	6,057.57	6,361.42	6,679.49	7,013.48	7,364.17	7,732.36
	34.95	36.70	38.54	40.46	42.49	44.61
<b>60</b>	6,210.00	6,520.46	6,846.50	7,188.78	7,548.21	7,925.67
	35.83	37.62	39.50	41.47	43.55	45.73
<b>61</b>	6,361.42	6,679.49	7,013.48	7,364.17	7,732.36	8,118.96
	36.70	38.54	40.46	42.49	44.61	46.84
<b>62</b>	6,520.46	6,846.50	7,188.78	7,548.21	7,925.67	8,321.96
	37.62	39.50	41.47	43.55	45.73	48.01
<b>63</b>	6,679.49	7,013.48	7,364.17	7,732.36	8,118.96	8,524.94
	38.54	40.46	42.49	44.61	46.84	49.18
<b>64</b>	6,846.50	7,188.78	7,548.21	7,925.67	8,321.96	8,738.07
	39.50	41.47	43.55	45.73	48.01	50.41
<b>65</b>	7,013.48	7,364.17	7,732.36	8,118.96	8,524.94	8,951.16
	40.46	42.49	44.61	46.84	49.18	51.64
<b>66</b>	7,188.78	7,548.21	7,925.67	8,321.96	8,738.07	9,174.92
	41.47	43.55	45.73	48.01	50.41	52.93
<b>67</b>	7,364.17	7,732.36	8,118.96	8,524.94	8,951.16	9,398.76
	42.49	44.61	46.84	49.18	51.64	54.22
<b>68</b>	7,548.21	7,925.67	8,321.96	8,739.07	9,174.92	9,633.69
	43.55	45.73	48.01	50.41	52.93	55.58
<b>69</b>	7,732.36	8,118.96	8,524.94	8,951.16	9,398.76	9,868.65
	44.61	46.84	49.18	51.64	54.22	56.93
<b>70</b>	7,925.67	8,321.96	8,738.07	9,174.92	9,633.69	10,115.38
	45.73	48.01	50.41	52.93	55.58	58.36
<b>71</b>	8,118.96	8,524.94	8,951.16	9,398.76	9,868.65	10,362.14
	46.84	49.18	51.64	54.22	56.93	59.78

Range	A	B	C	D	E	F
<b>72</b>	8,321.96	8,738.07	9,174.92	9,633.69	10,115.38	10,621.14
	48.01	50.41	52.93	55.58	58.36	61.28
<b>73</b>	8,524.94	8,951.16	9,398.76	9,868.65	10,362.14	10,880.21
	49.18	51.64	54.22	56.93	59.78	62.77
<b>74</b>	8,738.07	9,174.92	9,633.69	10,115.38	10,621.14	11,152.21
	50.41	52.93	55.58	58.36	61.28	64.34
<b>75</b>	8,951.16	9,398.76	9,868.65	10,362.14	10,880.21	11,424.17
	51.64	54.22	56.93	59.78	62.77	65.91
<b>76</b>	9,174.92	9,633.69	10,115.38	10,621.14	11,152.21	11,709.81
	52.93	55.58	58.36	61.28	64.34	67.56
<b>77</b>	9,398.76	9,868.65	10,362.14	10,880.21	11,424.17	11,995.40
	54.22	56.93	59.78	62.77	65.91	69.20
<b>78</b>	9,633.69	10,115.38	10,621.14	11,152.21	11,709.81	12,295.27
	55.58	58.36	61.28	64.34	67.56	70.93
<b>79</b>	9,868.65	10,362.14	10,880.21	11,424.17	11,995.40	12,595.21
	56.93	59.78	62.77	65.91	69.20	72.66
<b>80</b>	10,115.38	10,621.14	11,152.21	11,709.81	12,295.27	12,910.07
	58.36	61.28	64.34	67.56	70.93	74.48



APPENDIX B

Pasadena Area Community College District

APPLICATION FOR PERSONAL/PROFESSIONAL GROWTH BENEFIT  
CSEA CONTRACT

Name \_\_\_\_\_ Social Security No. \_\_\_\_\_

Department \_\_\_\_\_ Contract Year 20 \_\_\_\_\_

College Attended \_\_\_\_\_

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

**NOTE:** As a benefit, these amounts will be subject to payroll deductions.

\_\_\_\_\_ \$175.00 for completing three (3) or more semester units of lower-division credit at a school accredited by the Western Association of Schools and Colleges

\_\_\_\_\_ \$425.00 for completing three (3) or more semester units of upper-division or graduate credit at a school accredited by the Western Association of Schools and Colleges

I certify that

I have attached a transcript as proof of satisfactory completion. (unofficial copy acceptable)

The units were completed during the current contract year.

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

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

I understand that I may earn only one of the above benefits each contract year.

I understand that an application for the Personal/Professional Growth Benefit must be submitted within one semester following the same year that course work is completed.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

SUBMIT APPLICATION TO THE HUMAN RESOURCES OFFICE (C204)

\*\*\*\*\*

Human Resources

Benefit Amount \_\_\_\_\_

Transcript Verified \_\_\_\_\_

Contract Year Earned \_\_\_\_\_

Approved for Payment \_\_\_\_\_

cc: Fiscal Services  
Employee

**APPENDIX C**

**Pasadena Area Community College District  
California School Employees Association**

**GRIEVANCE REPORT FORM  
STEP 1**

Name of grievant \_\_\_\_\_

Date grievance filed \_\_\_\_\_

Current assignment of grievant \_\_\_\_\_

Specific article(s) and provision(s) of the Agreement allegedly violated, misapplied or misinterpreted by the District: \_\_\_\_\_

Statement of grievance (must be clear and concise indicating all circumstances involved and any decision at the Informal level):

Remedy sought \_\_\_\_\_

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

\_\_\_\_\_  
Grievant's Representative  
(if applicable)

Date received by the immediate supervisor \_\_\_\_\_

Distribution: Grievant; Association

**Pasadena Area Community College District  
California School Employees Association**

**GRIEVANCE REPORT FORM  
RESPONSE AT STEP 1**

Name of grievant \_\_\_\_\_

Date grievance filed \_\_\_\_\_

Name of immediate supervisor \_\_\_\_\_

Decision of immediate supervisor and reason(s) therefore:

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

\_\_\_\_\_  
Date

Distribution: Grievant; Association

**Pasadena Area Community College District  
California School Employees Association**

**GRIEVANCE REPORT FORM  
STEP 2**

Name of grievant \_\_\_\_\_

Date Step 2 filed \_\_\_\_\_

Statement of reasons for appeal of decision to Step 2 (must attach copy of original grievance and copy of decision at Step 1, if any):

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

\_\_\_\_\_  
Grievant's Representative  
(if applicable)

Date received by Superintendent/President or designee \_\_\_\_\_

Distribution: Grievant; Association

**Pasadena Area Community College District  
California School Employees Association**

**GRIEVANCE REPORT FORM  
RESPONSE AT STEP 2**

Name of grievant \_\_\_\_\_

Date Step 2 filed \_\_\_\_\_

Name of appropriate Assistant Superintendent/Dean \_\_\_\_\_

Decision of appropriate Assistant Superintendent/Dean or designee and reason(s) therefore.

\_\_\_\_\_  
Appropriate Assistant Superintendent/Dean or Designee's Signature

\_\_\_\_\_  
Date

Distribution: Grievant; Association

**Pasadena Area Community College District  
California School Employees Association**

**GRIEVANCE REPORT FORM**  
**STEP 3**

Name of grievant \_\_\_\_\_

Date Step 3 filed \_\_\_\_\_

Statement of reasons for appeal of decision to Step 3 (must attach copy of original grievance and copy of decisions at Step 2, if any):

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

\_\_\_\_\_  
Grievant's Representative  
(if applicable)

Date received by Superintendent/President or designee \_\_\_\_\_

Distribution: Grievant; Association

**Pasadena Area Community College District  
California School Employees Association**

**GRIEVANCE REPORT FORM  
RESPONSE AT STEP 3**

Name of grievant \_\_\_\_\_

Date Step 3 filed \_\_\_\_\_

Decision of Superintendent/President or designee and reason(s) therefore:

\_\_\_\_\_  
Superintendent/President's or Designee's Signature

\_\_\_\_\_  
Date

Distribution: Grievant; Association

**Pasadena Area Community College District  
California School Employees Association**

**GRIEVANCE REPORT FORM**  
**STEP 4**

Name of grievant \_\_\_\_\_

Date Step 4 filed \_\_\_\_\_

Statement of reasons for appeal of decision to Step 4 (must attach copy of original grievance and copy of decisions at Step 3, if any):

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

\_\_\_\_\_  
Grievant's Representative  
(if applicable)

\_\_\_\_\_  
Date received by Superintendent/President  
or designee

Distribution: Grievant; Association



**Pasadena Area Community College District  
California School Employees Association**

**GRIEVANCE REPORT FORM**  
**RESPONSE AT STEP 4**

Name of grievant \_\_\_\_\_

Date Step 4 filed \_\_\_\_\_

Decision of Superintendent/President or designee and reason(s) therefore:

\_\_\_\_\_  
Superintendent/President's or Designee's Signature

\_\_\_\_\_  
Date

Distribution: Grievant; Association

# CLASSIFIED EMPLOYEE EVALUATION

## Facilities Services




Employee

Classification

- ☒ Annual  
☐ Unscheduled

☐ 3 mo. ☐ 6 mo. ☐ 10 mo.

**Probationary**

**Due in Human Resources**

**Instructions to the Rater:** When rating each factor, check the column you think most appropriate. Comment on ratings in the "Needs Improvement" or "Exceeds Expectations" columns. If evaluation is probationary, recommend permanency, an extension, or termination under remarks. The completed evaluation **MUST** be discussed with the employee, who may make comments in the section, EMPLOYEE REMARKS. The department head is to review and sign the form in the proper space. After the employee signs the form, this form should be returned to Human Resources to be placed into the employee's file. The department should make one copy for the employee, and one copy to the department file.

CRITERIA		EVALUATION			RATER COMMENTS
		Needs Improvement	Meets Expectations	Exceeds Expectations	
<b>QUANTITY OF WORK</b>					
<b>QUALITY OF WORK</b>	Accuracy				
	Thoroughness				
	Neatness				
<b>WORK HABITS</b>	Acceptance of Assignments				
	Compliance with Instructions				
	Safety Practices				
	Initiative				
<b>ATTENDANCE</b>	Attendance Record				
	Punctuality				
	Work Schedules Observance				
<b>ATTITUDE</b>	Relations with Public				
	Relations with Staff				
	Acceptance of Change				
<b>OUTCOMES ASSESSMENT</b>	If applicable: Assesses outcomes (SLOs, SSOs, unit) and uses assessments to make improvements. Staff that are directly responsible for student learning outcomes use the results of the assessments to improve student learning.				

Additional Rater Remarks

Rater Signature/Date

Department Head Remarks

Department Head Signature/Date

I certify that this evaluation has been discussed with me. I understand that my signature does not necessarily indicate agreement and that I may, within 2 weeks, respond in writing to any evaluation aspect and that this response, in letter form, will be placed in my personnel file, in addition to the evaluation. I also understand that I will receive a copy of this evaluation.

Employee Remarks

Employee Signature/Date



## Appendix D-1

**CLASSIFIED EMPLOYEE EVALUATION  
PERFORMANCE IMPROVEMENT PLAN****Facilities Services**

Employee

Classification

- ☐ Annual  
☒ Unscheduled

☐ 3 mo. ☐ 6 mo. ☐ 10 mo.  
**Probationary**

**Due in Human Resources**

**Instructions to the Rater:** If the employee received a "Needs Improvement" rating, state the nature of the problem, along with concrete steps that the employee needs to take in order to receive a "Meets Expectations" rating.

CRITERIA		IMPROVEMENTS NEEDED
QUANTITY OF WORK	<input type="checkbox"/>	
QUALITY OF WORK	<input type="checkbox"/> Accuracy <input type="checkbox"/> Thoroughness <input type="checkbox"/> Neatness	
WORK HABITS	<input type="checkbox"/> Acceptance of Assignments <input type="checkbox"/> Compliance with Instructions <input type="checkbox"/> Safety Practices <input type="checkbox"/> Initiative	
ATTENDANCE	<input type="checkbox"/> Attendance Record <input type="checkbox"/> Punctuality <input type="checkbox"/> Work Schedules Observance	
ATTITUDE	<input type="checkbox"/> Relations with Public <input type="checkbox"/> Relations with Staff <input type="checkbox"/> Acceptance of Change	

Rater Signature/Date

Department Head Signature/Date

I certify that this evaluation has been discussed with me. I understand that my signature does not necessarily indicate agreement and that I may respond in writing to any evaluation aspect and that this response, in letter form, will be placed in my personnel file, in addition to the evaluation. I further understand that I will receive a copy of this evaluation.

Employee Remarks

Employee Signature/Date

## Appendix E

### Pasadena Area Community College District

#### CATASTROPHIC ILLNESS/INJURY LEAVE DONATION PLAN

##### I. ABOUT THE PLAN

The purpose of this plan is to permit a regular employee, if he or she or a dependent member of his/her immediate household has a catastrophic illness or injury to solicit individual donations of vacation and/or sick leave from fellow regular employees or to request the use of catastrophic leave days from the Leave Bank. Participants must be regular employees and a regular employee is defined as an employee who has probationary or permanent status. The intent is:

- A. to ensure that the regular employee continues to receive medical benefits during the catastrophic illness or injury period, and
- B. to enable the regular employee to continue receiving the regular salary.

Catastrophic leave is not intended to replace other options available to a regular employee or dependent whose illness or injury continues after a year of such leave, except in limited circumstances, as pre-approved under this plan.

##### II. DEFINITIONS/BASIC PRINCIPLES

- A. Catastrophic Illness or Injury: As defined in AB 2114, a catastrophic illness or injury is one that is expected to incapacitate the regular employee or a dependent in his or her household for an extended time off work creates a financial hardship for the regular employee because he or she has exhausted all full-pay sick leave and other paid time off. Examples include life threatening injury or illness, cancer, AIDS, heart surgery, stroke, etc.
- B. CII Committee: The Catastrophic Illness/Injury Committee is comprised of representatives from CTA (1), CSEA (1), ISSU (1), POA (1), Confidential employees (1), and the Management Association (1) and is chaired by a designated member of Human Resources as a nonvoting member. These members will be appointed each academic year and will be available to consider requests within five (5) working days of a request for leave being received.
- C. Call for Donations: A District solicitation for donations of leave to either an individual regular employee or to the Leave Bank.
- D. Duration: Per AB 2114, all donated leave is available for a maximum of twelve (12) months.
- E. Extension: In unusual circumstances and upon request to the CII Committee, an additional one (1) year of leave use may be considered.
- F. Grievances: Nothing in this plan is grievable.
- G. Individual Requests: Regular employees meeting conditions of this plan may ask the Office of Human Resources to solicit donations from eligible, participating employees.
- H. Irrevocability: Once leave is donated, the donor cannot retrieve any portion of the donated leave.
- I. Leave: Vacation or sick leave accrued to the donating employee. A donating employee must retain no fewer than 30 days of sick leave on record (after the donation) to be eligible to

donate sick leave days. There is no limitation on the number of days of vacation leave which a regular employee may donate.

J. Leave Bank: Unused donated days revert to the Leave Bank for use by other catastrophically ill or injured regular employees. Regular employees may also donate days specifically to a Leave Bank, when the District solicits such days. The Leave Bank permits those regular employees who do not wish to request individual donations to use donated leave privately and anonymously.

K. Medical Determinations: AB 2114, requires that the District determine that the regular employee is unable to work due to a catastrophic illness or injury.

L. Medical Verifications: AB 2114 requires medical verification of catastrophic illness or injury from a physician at no cost to the District.

M. Requests: AB 2114 specifies that a regular employee who is suffering from a catastrophic illness or injury or the regular employee's representative (authorized in writing) must request catastrophic leave. Donations cannot be accepted or approved without this request.

### **III. PROCESS FOR REGULAR EMPLOYEES SUFFERING FROM A CATASTROPHIC ILLNESS OR INJURY**

A regular employee requesting catastrophic leave needs to follow this process and meet these guidelines:

A. To be eligible for catastrophic leave a regular employee must have:

1. used all available forms of paid leave (full-pay sick leave or vacation) except for 50% sick leave, and
2. been incapacitated or absent for no fewer than 30 consecutive calendar days.

B. The regular employee submits a letter to a designated member of Human Resources requesting catastrophic leave. Someone authorized in writing by the donee may also file the request. The request must include the following:

1. a statement indicating whether the regular employee wishes to use days in the Leave Bank anonymously or to solicit donations specifically for his/her need,
2. medical verification of the catastrophic illness or injury (the District may require additional medical verification from a physician selected by the District and at the expense of the District), and
3. it is the responsibility of the regular employee or his/her authorized representative to submit sufficient information (as required by this plan) to the CII Committee for approval; insufficient information may be grounds for denial.

C. As required in AB 2114, the District determines that the regular employee is unable to work due to the catastrophic illness or injury.

D. Once that determination is made, a designated member of human resources will chair and convene the CII Committee and submit the request to the Committee with the appropriate information. The Committee will only be provided the name of the requesting regular employee if the requester has authorized that disclosure in writing. The CII Committee will review the request and, if appropriate, approve it. The chair will notify the requesting regular employee in writing of the decision of the CII Committee.

E. Employees may use donated days as half or whole days. Days may be used retroactively. There are two choices for the use of donated days as half-days:

1. half-day (using 50% sick leave) plus half-day donated leave equals full pay
2. half-day donated leave only resulting in full-health benefits coverage and half day (for use after 50% sick leave is exhausted)

- F. Regular employees must use all donated leave within a 12-month period after the leave is credited to them. Leave days will be placed in a special donated leave account for the requesting regular employee for up to one year. After one year of CII Leave, and in unusual circumstances, if a regular employee requests additional leave, he/she follows the process in items 1-3 above. As a part of the medical determination, the District will seek appropriate medical opinion concerning the regular employee's or dependent's anticipated recovery date.
- G. If the regular employee returns to work and has a reoccurrence of the same or related catastrophic illness or injury occurs within one year of the date the employee returned to work, the unused donated days will revert to the District's Leave Bank.
- H. Days donated to a specific individual for a specified catastrophic illness or injury may be used only for that illness or injury. A different catastrophic illness or injury must be handled as a separate or second incident.
- I. Donated sick leave or vacation days are charged on the basis of day-to-day, regardless of the classification and/or salary of either the donee or donor.
- J. When it is anticipated that a regular employee's leave will end in three months or less for an illness or injury of the regular employee, the chair will assist the regular employee with exploring other options, such as a disability allowance from PERS or STRES, and/or a Social Security disability allowance.
- K. NOT COVERED: Stress-related illness, elective surgery, normal pregnancy, Workers' Compensation claims, disabilities resulting from alcoholism or drug addiction unless the drugs are administered by a physician, intentionally self-inflicted injuries, pre-existing physical maladies (unless a pre-existing malady has been in remission or inactive and the employee suffers another episode of the same or similar malady), or normal illness such as colds, flu, allergies, headaches, etc.

#### **IV. LEAVE BANK**

These are the processes and guidelines for the Leave Bank:

- A. Each September 1<sup>st</sup>, or as needed, the District will promote a "call-for-leave donations" for the Leave Bank. Contribution forms for donations will be available at any time in the HR office.
- B. Unused donated days reverting to the Leave Bank or days specifically donated to the Leave Bank make up the Leave Bank.
- C. Requests for Leave Bank days are subject to availability. The District is not responsible for filling requests from the Leave Bank if no days are available.

#### **V. USE OF LEAVE BANK DAYS IN LIEU OF SOLICITING DONATIONS**

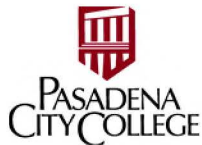
- A. When the District approves a regular employee's request for Catastrophic Leave and the regular employee has asked that the District solicit donations of sick leave and/or vacation days, excess days in the Leave Bank will be used before donations are solicited. This will occur when the Leave Bank contains at least 220 days of unused leave at the time the regular employee requests the solicitation of donations. In such a case, days in the Leave Bank in excess of 220 shall first be used for that employee's Catastrophic Illness/Injury Leave.

B. The use of days from the Leave Bank under these circumstances will not increase the amount of leave to which the regular employee is otherwise entitled under this plan.

C. When the Leave Bank balance is anticipated to fall to 220 days within three weeks, the District will then solicit individual donations for the requesting regular employee if the need for catastrophic leave is anticipated to continue beyond the date the Leave Bank will reach a 220-day balance.

## **VI. REVIEW OF PLAN**

All parties to this plan understand and agree that it will be reviewed at the end of three years from its effective date. If at that time any party does not wish to continue the existing policy after that date, that party will notify the others in writing and the plan will be submitted to the negotiations' process (or meet-and-confer process, as appropriate) for the individual groups and will only continue (with possible modifications) for each group if mutually agreed upon in the negotiations' or meet-and-confer process.



## **FACILITIES SERVICES ATTENDANCE ACCOUNTING NOTIFICATION**

*This notification is sent to advise employees in the CSEA bargaining unit of Attendance Accounting action thresholds, pursuant to the District CSEA contract.*

Today's Date \_\_\_\_\_

Employee Name \_\_\_\_\_ Timekeeper Signature \_\_\_\_\_

Employee has accumulated ☐ 3 points ☐ 5 points ☐ 8 points as of (date) \_\_\_\_\_

I acknowledge receipt of this notification:

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

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

☐ Employee ☐ Director/File ☐ Human Resources ☐ CSEA President

☐ Employee elects to notify CSEA 777 Chapter President of Accounting Points



## Appendix G

**Memorandum of Understanding  
Between Pasadena Community College District  
And California School Employees Association, Pasadena College Chapter # 777  
August 30, 2012**

In addition to the provisions contained in the CSEA Collective Bargaining Agreement, the following procedures shall be implemented.

This MOU is made as a settlement agreement for the Unfair Labor Practice Charge with the State of California Public Employment Relations Board charge LA-CE-5676-E

1. Allow CSEA as the exclusive representative its right to represent its members in all matters relating to wages, hours and working conditions.
2. Afford bargaining unit members the right to be represented by CSEA as the exclusive representative.
3. The Kronos clocks will be returned to the 15 minute pre-shift period for clocking in. This means that the employee may clock in up to 15 minutes before his or her shift but may not start working before the start of the shift. Clocking in up to 15 minutes will not result in any overtime.
4. Unit members may, but are not required to, request vacation on the Kronis devices. Unit members may also may make a vacation request on any network PC or submit a paper request for vacation to his or her supervisor.
5. Training on the Kronos devices will be provided to employees no less than once per quarter. Training will be either refresher type training or training on future enhancements to the time keeping Kronos system .
6. At the conclusion of a pay period, unit members may spend a reasonable amount of time during their regular shift to view the Kronis screen for the purpose of approving their hours. "Reasonable time during their regular shift" means on a single occasion or total time during a pay period. If one or more other employees are using the device, the unit member shall return at a later time. Waiting at or around the device will not be considered part of a reasonable time.
7. Unit members may spend a reasonable amount of time during their regular shift to view the Kronis screen for the purpose of verifying their accrued vacation hours. "Reasonable time during their regular shift" means on a single occasion or total time during a pay period. If one or more other employees are using the device, the unit member shall return at a later time. Waiting at or around the device will not be considered part of a reasonable time.

8. Unit members may also request a paper report their accrued vacation hours from his or her supervisor or from a payroll technician. In this event, the unit member shall not review the report during his or her work time.
9. Time entries will reflect release time when taken. This time will be part of the paper request form that the unit members may use to request a report of accrued vacation hours and will appear as release time on their Kronos records.
10. This MOU resolves the Unfair Labor Practice Charge filed by CSEA with the Public Employment Relations Board, Charge No. LA-CE-5637-E in its entirety.
11. Within 7 days of agreement, District will post copies of this MOU in the Facilities building for a period of not less than 30 days.

Representing Pasadena Community College

John F. Miller *JFM*

Robert B. Miller

Sr. Vice President

Business + College Services

Representing CSEA & Chapter #777

Dan Kline

R. C. Chumley

John Alst CSEA



**MEMORANDUM OF UNDERSTANDING**  
***BETWEEN THE***  
**PASADENA AREA COMMUNITY COLLEGE DISTRICT**  
***And the***  
**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION**  
***And its***  
**PASADENA CHAPTER 777**

This Memorandum of Understanding (MOU) is made and entered into this August 25, 2017, between the Pasadena Area Community College District ("District") and the California School Employees Association and its Pasadena Chapter 777 ("Association") collectively ("the parties").

The parties have negotiated compensation and benefits relative to Articles 8 and 25, respectively. Under a total compensation model, as based on cost savings from the health and benefits proposal and changes conducted during the 2016-17, the salary increases indicated below are a portion of such savings. As such, the parties have agreed to the following effective July 1, 2017 and July 1, 2018 for compensation and effective October 1, 2017, for benefits coverage:

**I. COMPENSATION**

1. An on salary schedule(s) increase equivalent to 2% for 2017-18.
2. An on-salary schedule(s) increase equivalent to the COLA for the 2018-19 year. If the State does not provide a COLA during the 2018-19 year, both parties agree to reconvene negotiations to address Article 8, Compensation.
3. CSEA and District shall re-open Article 8 for the 2019-20 school year salary compensation.
4. The district will grant retro actively any additional increases in compensation should another association(s) receive a higher salary increase in either year ("Me Too") for 2017-18 and 2018-19.

**II. BENEFITS**

Costs for benefits shall follow negotiated contract language per Article 25: Health and Welfare. The maximum annual cost for benefits provided by the District (per employee) for the 2017-18 District totals \$22,691 per year, which includes medical, dental, and vision coverage.

#### **Medical**

1. The selected plan design option for Anthem coverage is \$5 for RX under the Anthem Classic for PPO coverage (see attached) and Custom Premier HMO 10/100% (see attached).
2. The Kaiser Plan option will continue under the SISC pool (see attached).
3. The District will pay 100% of the cost of the premium for employees and their eligible dependents for the term of this agreement.

#### **Dental Care Insurance**

1. During open enrollment in the 2017-18 year, unit members may select one (1) of the two dental plan options, which includes the following:
  - a. **Option 1 (ACSIG) – Delta Dental (PPO).** This coverage includes an increase in the maximum annual coverage from \$2,200/\$2,000 (in-network/out-of-network) to \$2,500/\$2,000 (see attached).
  - b. **Option 2 – Metlife (HMO)**

#### **Vision Care Insurance**

1. During the 2017-18 open enrollment, members will be provided an enhanced benefit at 12/12/12 for frames at \$250 and contact lenses at \$180, for in-network providers under Eyemed Services (see attached).

#### **Other Ancillary Services**

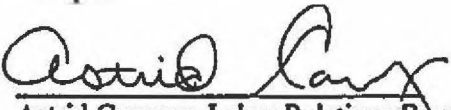
1. Life Insurance coverage will be provided by VOYA, which includes an increased maximum of coverage for voluntary life, with no medical questionnaire, up to \$300,000 or 3x the salary, whichever is less. Voluntary life maximum coverage is \$500,000 will be provided based on a 5x amount of salary and medical questionnaire assessment.
2. Dependent coverage will be included at additional costs, based on employee selection.
3. The Employee Assistance Program (EAP) will be provided to all employees at no cost for the first three (3) visits.
4. The Wellness Program will be provided at no additional cost to employees.

This MOU is subject to approval and/or ratification by both parties and is subject to expire on June 30, 2019.

Dated: August 25, 2017

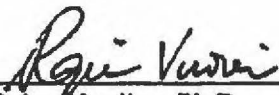
PASADENA CITY COLLEGE - CALIFORNIA SCHOOL  
EMPLOYEES ASSOCIATION (CSEA) AND ITS  
PASADENA CHAPTER 777

By:   
Rudy Perez, President

By:   
Astrid Campos, Labor Relations Representative

Dated: August 25, 2017

PASADENA AREA COMMUNITY COLLEGE  
DISTRICT

By:   
Rajen Vurdien, Ph.D.  
Superintendent/President