



AGREEMENT

**MT. SAN ANTONIO
COMMUNITY COLLEGE DISTRICT**

AND

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

CHAPTER 262

FOR

JULY 1, 2008 - JUNE 30, 2011

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PREAMBLE

The following Agreement between the District and CSEA 262 is hereby set forth to meet the requirements of Government Code Section 3540 et seq. More specifically, this document sets forth the wages, hours of employment, and other terms and conditions of employment in exchange for services.

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ARTICLE 1: AGREEMENT

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

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

2
3
4 02.01 This Agreement shall be effective July 1, 2008, and shall remain in full force and effect
5 through June 30, 2011. The terms and conditions of the current Agreement will remain
6 in force until the ratification of a successor agreement.

7
8 02.02 Either party shall submit in writing reopener proposals for the second and third contract
9 years by the last working day in October.

10
11 02.03 Either party shall submit in writing initial proposals for the Successor Agreement by the
12 last working day in October.

13
14 02.04 Negotiations shall begin no later than the third week of January unless an alternate
15 date is mutually agreed upon by both CSEA 262 and the District.

16
17 02.05 Notwithstanding the provisions of this Agreement, if any subsequent agreement with
18 another employee group provides a higher percentage Salary or Health and Welfare
19 contribution, the District and CSEA 262 shall meet to review the particulars of any such
20 agreement. If necessary, the parties shall reopen the Salary and Health and Welfare
21 provisions in order to provide an equivalent settlement.
22
23

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

2
3
4 03.01 Recognition:

5
6 The District hereby recognizes that CSEA 262 is the exclusive bargaining
7 representative for all classified employees holding positions in classifications shown in
8 Appendix A.
9

10 03.02 Bargaining Unit:

11
12 03.02.1 Excluded from the CSEA 262 bargaining unit are positions designated by the
13 District as Confidential, Management, Supervisory, Faculty, Professional
14 Experts, Substitutes, Short-Term (Hourly), and CSEA 651. (E. C. Section
15 88003)
16

17 03.02.2 The District agrees to notify CSEA 262 when any new classification(s) are
18 created prior to the District taking any action.
19

20 03.02.3 Notification shall include a description of the classification created, the salary
21 range for the classification, and indicate whether the new classification is a
22 part of the CSEA 262 bargaining unit or excluded therefrom.
23

24 03.02.4 CSEA 262 may, within fifteen (15) work days of such notification, contest the
25 District's placement of the newly created classification.
26

27 03.02.5. If CSEA 262 contests the placement of the classification, the parties shall
28 meet toward the goal of achieving agreement.
29

30 03.02.6. Whether the parties reach agreement or fail to reach agreement, the District
31 shall have the right to establish the classification(s); however, the matter may
32 be submitted to PERB for determination as to whether the classification
33 should be included within the CSEA 262 bargaining unit.
34
35

1 **ARTICLE 4: ORGANIZATIONAL RIGHTS**

2
3
4 Nothing in this Agreement shall be construed to deny or restrict the rights of CSEA 262 as
5 prescribed under Government Code Section 3543.1 to the extent such rights are administered in
6 the following manner.

7
8 04.01 Access of CSEA 262 to Employee Work Areas: A reasonable number of CSEA 262
9 representatives(s) shall have the right of access to areas in which employees work, so
10 long as the CSEA 262 representative(s) do not interfere with work of an employee. The
11 representative(s) shall notify the immediate manager prior to gaining access to the work
12 area and shall identify himself/herself as to the purpose of such access.

13
14 Any CSEA 262 representative(s) shall have the right to talk to employees outside the
15 work area during work breaks, meal breaks, or before and after work hours without prior
16 notification to the employee's immediate manager.

17
18 04.02 Use of Bulletin Boards: CSEA 262 may use bulletin boards in each designated area for
19 each building of the campus and any other appropriate place that may be designated by
20 the Chapter President or his/her designee. At the time of posting, a copy of the
21 communication shall be provided to the College President and the Vice President,
22 Human Resources. All postings must be in compliance with District Rules and
23 Regulations. All items to be posted by CSEA 262 shall bear the date of posting, and the
24 name and authorization of CSEA 262, and shall be removed by CSEA 262 when
25 applicability ceases.

26
27 04.03 Use of College Mailboxes: Communications authorized by CSEA 262 shall bear the
28 date of the communication and name of CSEA 262 as being responsible for the writing
29 and distribution of the communication. At the time of distribution, a copy of the
30 communication shall be provided to the College President and the Vice President,
31 Human Resources. All such communications must be in compliance with District Rules
32 and Regulations.

33
34 04.04 Use of College Electronic Resources: CSEA 262 shall be permitted the use of college
35 electronic resources, including but not limited to campus-wide e-mail.

36
37 04.05 Use of District Building Facilities: CSEA 262 shall be permitted the use of District
38 building facilities and shall be subject to the same regulations governing other users, as
39 specified in the District policy on use of facilities.

40
41 04.06 Use of Office Space: The District shall provide CSEA 262 with office space on campus
42 from which to carry out its normal operations.

43
44 04.07 Release Time for Negotiations: CSEA 262 shall have the right to designate up to seven
45 (7) employees to participate in collective bargaining contract negotiation sessions.
46 Negotiations shall be conducted at times agreeable to both parties. CSEA 262
47 negotiating team members shall notify their immediate managers of their participation
48 and, as soon as available, provide a schedule of dates and times of sessions.

- 1 04.08 Release Time for CSEA Statewide Committee Appointment: A unit member who is
2 appointed to a CSEA statewide committee shall submit a written request for paid release
3 time along with the official notice from the state CSEA office to the unit member's
4 immediate manager. Paid release time will be subject to the approval of the unit
5 member's immediate manager and their vice president with notification to the Vice
6 President, Human Resources. The District shall not be responsible for any travel
7 expenses related to the committee appointment.
8
- 9 04.09 Release Time for CSEA Statewide Elected Office: CSEA 262 and the District shall
10 comply with the provisions of California Education Code Section 88210 or its successor.
11 The unit member shall notify their immediate manager, vice president, and the Vice
12 President, Human Resources of their election.
13
- 14 Fiscal Services shall submit an invoice to the State CSEA office for reimbursement
15 pursuant to California Education Code Section 88210 or its successor.
16
- 17 04.10 Release Time for Annual Conference: The District shall allow paid release time for
18 attendance at the CSEA Annual Conference for the actual days of the conference, not to
19 exceed five (5) days on the basis of two (2) delegates for the first one hundred fifty (150)
20 members and one (1) additional delegate for each additional one hundred (100)
21 members of CSEA 262.
22
- 23 Release time for conference delegates shall be subject to the immediate manager's
24 approval, and each delegate shall submit a request for release time in writing to their
25 immediate manager for approval no later than thirty (30) days prior to the date of the
26 conference.
27
- 28 04.11 Release Time for Job Stewards: Job stewards, as designated by CSEA 262, shall have
29 release time representing members, including but not limited to investigations and/or
30 interviews regarding representational matters, grievance, disciplinary, and evaluation
31 appeal meetings. CSEA 262 shall notify the Vice President, Human Resources, in
32 writing, the names of the designated job stewards when elected or appointed and when
33 a change is made.
34
- 35 04.12 Release Time for CSEA 262/District Business: The CSEA 262 Chapter President, or
36 designee, shall have release time as deemed necessary to handle necessary
37 union/district business in matters under the scope of representation, as prescribed under
38 Educational Employment Relations Act (EERA). All release time shall be coordinated
39 with the Vice President of Human Resources and the immediate manager.
40
- 41 04.13 Release Time for Professional Organizations: A unit member who is appointed or
42 elected to a work-related organization shall submit a written request for paid release time
43 along with the official notice from the organization to the unit member's immediate
44 manager. Paid release time will be subject to the approval of the unit member's
45 immediate manager and their vice president with notification to the Vice President,
46 Human Resources. The District shall not be responsible for any travel expenses related
47 to the organizational appointment or election.
48
- 49 04.14 Release Time for Chapter Meetings: The District shall allow one (1) hour of paid release
50 time per member, per meeting, per month for Chapter Meetings. Should additional
51 meetings be necessary to ratify a negotiated agreement, the District shall provide one
52 (1) hour of paid release time per member, per meeting for such ratification. Upon

1 request of the Vice President of Human Resources, CSEA will verify a member's
2 attendance.

3
4 04.15 Committees: If the District forms a committee, including ad hoc and advisory
5 committees, asking for representation from the Bargaining Units, CSEA 262, in
6 accordance with Education Code 70901.2, will select a designated number of
7 representatives from the Unit membership. The District shall provide release time
8 commensurate with committee responsibilities. CSEA 262 representatives shall notify
9 their immediate managers of their participation and, as soon as available, provide a
10 schedule of dates and time of meetings.

11
12 04.16 Distribution of the Agreement: Within sixty (60) days of the conclusion of negotiations,
13 the District shall provide a draft of the Agreement to CSEA 262 for review. Within thirty
14 (30) days of execution of this Agreement, the District shall provide, without charge, a
15 copy of this Agreement to each bargaining unit employee and each District manager.
16 The District shall also provide the Chapter President with an electronic copy of the
17 executed Agreement. The District shall provide each new bargaining unit employee and
18 each new District manager with a copy of this Agreement at the time of employment.
19 The District shall provide each new bargaining unit employee a CSEA information
20 packet. CSEA 262 shall provide the District with said packet.

21
22 04.17 CSEA 262 Staff Development Fund: The District shall provide the Association an
23 annual allocation of nine thousand dollars (\$9,000.00) for the purpose of staff
24 development.

25
26 The Association's allocation may be used for conferences, workshops, seminars and
27 other staff development activities selected and approved by the Association. A "Travel
28 and Conference" form shall be submitted to the unit member's immediate manager and
29 the Vice President, Human Resources for prior approval. Travel expenses shall be
30 reimbursed by the District in accordance with District rules and regulations.

31
32 If approved by the Vice President, Human Resources, funds from the CSEA 262's
33 allocation may be used for the purchase of equipment, such as a computers and other
34 related equipment. In addition, supplies related to the Association's operational needs
35 may also be purchased from this fund. All requests for the purchase of such items shall
36 be submitted in writing by the Association's Chapter President or designee.

37
38 Disputes concerning this Article are not subject to the grievance procedure provided in this
39 Agreement, with the exception of Sections 04.08, 04.13, 04.16, and 04.17.

1 **ARTICLE 5: DUES AND PAYROLL DEDUCTIONS**
2
3

4 05.01 Nothing in this Agreement shall be construed as limiting the authorization by a unit
5 member to direct the District, in accordance with Government Code Section 3543.1(d),
6 to deduct from salary the amount of dues and pay to the Chapter and/or the state
7 organization the established amount.
8

9 05.02 In accordance with Government Code Section 3546, the District shall deduct CSEA 262
10 State dues and/or fair share payments from the wages of all unit members.
11

12 05.03 The District shall deduct CSEA 262 chapter dues and/or Victory Club deductions as
13 requested from the wages of all unit members who submit to the District the Application
14 for Membership and Salary Deduction Authorization form as provided by CSEA.
15 Authorization existing at the time of this Agreement need not be re-solicited.
16

17 05.04 Such written chapter dues deduction authorization shall remain in effect for the duration
18 of this Agreement. A unit member may revoke a chapter dues authorization within
19 twenty (20) work days following expiration of the current contract. The District shall,
20 within twenty (20) work days, notify the CSEA 262 President if any member revokes a
21 chapter dues authorization.
22

23 05.05 Upon written authorization from a unit member, the District shall deduct from the salary
24 of any unit member and make proper remittance for not more than two tax-sheltered
25 annuities, two credit union deductions, other health and welfare benefits from the
26 District-approved list of benefits, or any other health and welfare plans mutually
27 approved by the District and CSEA 262.
28

29 05.06 Upon written authorization from a unit member, the District shall deduct from District
30 contributions and make proper remittance for not more than two tax-sheltered annuities,
31 other health and welfare benefits from the District-approved list of benefits or any other
32 health and welfare plans mutually approved by the District and CSEA 262.
33

34 05.07 In accordance with Government Code Section 3546.3, any employee in the bargaining
35 unit who is a member of a religious body whose traditional tenets or teachings include
36 objections to joining or financially supporting employee organizations shall not be
37 required to join, maintain membership in, or financially support the association as a
38 condition of employment.
39

40 05.08 Any unit member claiming this religious exemption must file a written request for
41 exemption with CSEA. Requests shall be sent to the CSEA Deputy Chief Counsel at
42 2045 Lundy Avenue, San Jose, CA 95131 (800.632.2128). If the exemption is granted,
43 the employee shall, as a condition of continued exemption from the requirements of
44 paying service fees to CSEA, furnish CSEA with copies of receipts from the charity
45 selected. Receipts must be submitted to the CSEA Deputy Chief Counsel quarterly or
46 annually by September 30th if paid in a lump sum.
47

- 1
2 05.09 Upon approval of the exemption, in lieu of a service fee, the unit member shall pay sums
3 equal to the service fee to a nonreligious, non-labor organization charitable fund, exempt
4 from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code. The unit
5 member shall pay this sum to one of the following organizations: The Mt. SAC
6 Classified Senate Student Scholarship fund, the Mt. SAC Foundation, or the Mt. SAC
7 United Way Campaign.
8
- 9 05.10 CSEA 262 agrees to defend and hold harmless the District, its officers, employees, and
10 agents with respect to any claims or actions arising out of dues deduction, processing
11 dues, or representation (service) fees.
12

1 **ARTICLE 6: INFORMATION**

2
3
4 06.01 District Budget:

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

8
9 06.02 Membership List:

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

13
14 06.03 Roster:

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

19
20 06.04 Distribution of Job Information:

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

29
30 Notes:

- 31
32 06.01 Provided by Fiscal Services
33 06.02 Provided by Payroll/Benefits
34 06.03 Provided by Human Resources
35 06.04 Provided by Human Resources
36

1 **ARTICLE 7: SALARIES**
2
3

4 07.01 Unit employees will be paid in accordance with Appendices A and B.
5

6 2008-09 Contract Year – Funded COLA
7 2009-10 Contract Year – Funded COLA
8 2010-11 Contract Year – Negotiate as re-opener
9

10 07.02 New Classifications: In creation of a new classification to the bargaining unit, the District
11 shall prepare and submit to CSEA 262 the description and salary range for any
12 classification determined to be within the unit. CSEA 262 may, within fifteen (15)
13 working days of said notification, object in writing to the proposed action; and if it objects,
14 the parties shall meet toward the goal of achieving agreement on salary only.
15

16 07.03 Promotion: Any unit member receiving a promotion under the provisions of this
17 Agreement shall be moved to the appropriate range and step of the new class to ensure
18 not less than a five percent (5%) increase as a result of that promotion, except that the
19 employee may be placed on the last step of the appropriate range if that is the maximum
20 allowable for that class.
21

22 07.04 Step Increases: Newly hired or promoted unit members placed on Step 1 shall serve a
23 period of six (6) months before being advanced to Step 2 based on their anniversary
24 date. Newly hired or promoted unit members placed on Steps 2, 3, 4, or 5 shall serve a
25 period of one (1) year at each respective step before being advanced to the next step on
26 their anniversary date. In the case of a reclassification to a higher class, if the increase
27 in pay is 5% or more, the employee’s anniversary date shall be one (1) year from the
28 date of implementation. If the increase is less than 5%, the employee’s anniversary date
29 shall remain the same as it was before the reclassification.
30

31 07.05 Longevity: The District provides longevity pay, which is calculated as a percentage of
32 the unit member’s base monthly salary or additional flat rate per month and becomes
33 effective on the unit member’s longevity date, as follows:
34

35	after 10 years	2.5% above base salary
36	after 15 years	an additional 5.0%
37	after 20 years	an additional \$150.00 per month (flat rate)
38	after 25 years	an additional \$150.00 per month (flat rate)
39	after 30 years	an additional \$150.00 per month (flat rate)

40
41 The monthly flat rate shall be increased each contract year by the same percentage
42 increase applied to Appendix B.
43

44 An eligible unit member shall receive longevity increments beginning on the first of the
45 month, based on the unit member’s longevity date, as long as the hours of service
46 rendered during each month is equal to fifty percent (50%) or more of the total hours
47 required by the assignment. The benefit shall be prorated for part-time unit members
48 where the regular assignment is less than one hundred percent (100%).
49

- 1 07.06 Overtime:
2
3 07.06.1 Unit members shall not work overtime without their immediate manager's prior
4 approval.
5
6 07.06.2 Except as otherwise provided herein, all overtime hours as defined in this
7 section shall be compensated at a rate of pay equal to time and one-half the
8 regular rate of pay of the unit member for all work approved. Overtime is
9 defined to include any time worked in excess of forty (40) hours in any
10 calendar week, or in excess of eight (8) hours in any one day or on any one
11 shift, unless the unit member is working an alternative work schedule.
12
13 07.06.3 The workweek shall consist of not more than five (5) consecutive working
14 days for any unit member having an average workday of four (4) hours or
15 more during the workweek. All hours worked beyond the workweek of five (5)
16 consecutive days shall be compensated at the overtime rate commencing on
17 the sixth and seventh consecutive day of work.
18
19 Unit members having an average workday of less than four (4) hours during a
20 workweek shall be compensated at the overtime rate commencing on the
21 seventh consecutive day of work. (E.C. Section 88030)
22
23 07.06.4 For the purpose of computing the number of hours worked, all time during
24 which a unit member is in paid status shall be construed as hours worked.
25 Overtime shall be paid to the nearest one-quarter hour increment.
26
27 07.07. Split Shift Differential - Compensation: Unit members whose assigned shift contains one
28 or more periods of unpaid time whose total exceed two (2) hours shall be paid a shift
29 differential premium for five percent (5%) above the regular rate of pay for all hours
30 worked.
31
32 07.08 Shift Differential - Compensation:
33
34 07.08.1 Unit members assigned to a five (5) day workweek, other than Monday
35 through Friday, shall receive an additional three percent (3%) of their base
36 salary. Unit members regularly assigned to a night work schedule where one-
37 half or more of their total weekly hours are assigned from 11:00 p.m. to 7:00
38 a.m. shall receive an additional five percent (5%) of their base salary. Those
39 employees regularly assigned to a night work schedule commencing any time
40 after 12:00 noon and where one-half or more of their total weekly hours are
41 assigned after 4:00 p.m. shall receive an additional three percent (3%) of their
42 base salary.
43
44 07.08.2 Unit members who receive a shift differential premium on the basis of their
45 shift shall suffer no reduction in pay, including differential, when assigned
46 temporarily to a day shift.
47

- 1 07.09 Compensatory Time Off:
2
3 07.09.1 Unit members may request to earn compensatory time-off in lieu of cash
4 compensation for overtime work. Such request shall be made to the
5 immediate manager at the time the overtime is assigned. Compensatory
6 time-off shall be accrued at the appropriate rate of overtime hours.
7
8 07.09.2 Compensatory time shall be taken at a time mutually acceptable to the unit
9 member and the District or compensated by the District within twelve (12)
10 months of the date on which it was earned. Unit members shall not
11 accumulate more than forty-five (45) hours at any one time.
12
13 07.10 Minimum Call-In Time: Unit members called in to work on a day when they are not
14 scheduled to work shall receive a minimum of four (4) hours pay at the appropriate rate
15 of pay under this Agreement.
16
17 07.11 Call-Back Time: Unit members called back to work after completion of their regular
18 assignment shall be compensated for at least four (4) hours of work at the overtime rate,
19 irrespective of the actual time less than that required to be worked. Call-back shall be
20 defined as an emergency request to return to work.
21
22 07.12 Telephone Support During Non-Working Hours: Notwithstanding any other sections of
23 this agreement, any unit member who is called outside his/her regularly scheduled work
24 hours to perform work which the employee is able to perform without returning to the
25 college campus (or other designated work site) shall receive a minimum of one (1) hour
26 of pay at the appropriate rate of pay under this agreement. No unit member shall be
27 required or expected to be available during non-work hours.
28
29 07.13 Use of Personal Telephones: Unit members shall not be required or expected to use
30 their personal telephones for work related matters.
31
32
33

1 **ARTICLE 8: HEALTH AND WELFARE BENEFITS**

2
3
4 08.01 District Benefit Program: The District will provide life, hospital, medical, dental, and
5 vision insurance plans as follows:
6

7 **PERS MAJOR MEDICAL HEALTH PLANS**

8
9 **VISION SERVICE PLAN (VSP)**

10
11 **DELTA PMI and**
12 **DELTA DENTAL DPO**

13
14 **METROPOLITAN LIFE INSURANCE COMPANY - \$75,000**

15
16 08.02 Eligibility: Unit members who work fifty percent (50%) or more of a full-time one
17 hundred percent (100%) position shall enroll in the District Benefit Program, as
18 listed in Section 08.01 above. Unit members who work less than fifty percent (50%)
19 of a full-time position are excluded from the provisions of this Article.
20

21 08.03 District Contribution:

22
23 08.03.1 The annual District contribution for each eligible full-time unit member shall be
24 as follows:

25
26 2008-09 Contract Year: Funded COLA (\$9261.42)

27 2009-10 Contract Year: Funded COLA (\$9261.42)

28 2010-11 Contract Year: Funded COLA (\$9261.42)
29

30 08.03.2 Unit members who work fifty percent (50%) or more of a full-time one hundred
31 percent (100%) position shall receive a prorated benefit contribution
32 proportional to a full-time assignment.
33

34 08.03.3. Unit members who select an insurance plan that costs less than the total
35 District contribution may place such excess into a disability income protection
36 plan, life insurance plan, or other District-approved options as qualified under
37 the Internal Revenue Code Section 125 Plan implemented by the District.
38

39 08.03.4 Unit members who select an insurance plan that costs more than the total
40 District contribution will be required to pay any amount in excess of the
41 established District employee benefit contribution.
42

43 08.04 Retirees - Applicable to Unit Members Hired Before January 1, 1996, into a Probationary
44 or Permanent Position:

45
46 08.04.1 Unit members who are eligible to retire with five (5) years or more of service
47 credit with CalPERS or STRS and their spouses or registered domestic
48 partners of record shall continue to receive hospital and medical benefits
49 during their lifetime, as provided by the District.
50

51 08.04.2 Dissolution of a marriage or of a registered domestic partnership disqualifies
52 coverage for the spouse or registered domestic partner of record as of the

- 1 date of such dissolution. If the retiree remarries, the new spouse or registered
2 domestic partner of record becomes eligible for benefits.
3
- 4 08.04.3 Retirees who are personally not eligible for Medicare, and whose spouses or
5 registered domestic partners of record are not eligible for Medicare, will
6 continue to receive the hospital and medical insurance programs provided and
7 paid by the District.
8
- 9 08.04.4 When retirees or their spouses or registered domestic partners of record
10 become eligible for Medicare, the eligible person must apply for Medicare Part
11 A and Part B. The District will continue to pay the full cost of the hospital and
12 medical insurance supplemental programs as provided by the District for the
13 retiree and spouse or registered domestic partner of record. Medicare Part B
14 shall be paid by the enrollees.
15
- 16 08.04.5 Eligible dependent(s) shall be permitted to remain in the group plan at the
17 retiree's expense. When the dependent(s) become eligible for Medicare, the
18 dependent(s) must apply for Medicare Part A and Part B.
19
- 20 08.05 Retirees - Applicable to Unit Members Hired on or After January 1, 1996, and Before
21 March 1, 2006, into a Probationary or Permanent Position:
22
- 23 08.05.1 The District shall continue to pay one hundred percent (100%) of the single-
24 party rate for hospital and medical benefits for unit members who are eligible
25 for benefits and have served the District for ten (10) years or more.
26
- 27 08.05.2 Retirees who are personally not eligible for Medicare will continue to receive
28 the hospital and medical insurance programs provided by the District.
29
- 30 08.05.3 When retirees become eligible for Medicare, they must apply for Medicare
31 Part A and Part B. The District will continue to pay one hundred percent
32 (100%) of the single-party rate of the hospital and medical insurance
33 supplemental programs provided by the District. Medicare Part B shall be
34 paid by the enrollees.
35
- 36 08.05.4 Eligible dependent(s) shall be permitted to remain in the group plan at the
37 retiree's expense. When the dependent(s) become eligible for Medicare, the
38 dependent(s) must apply for Medicare Part A and Part B.
39
- 40 08.06 Retirees – Applicable to Unit Members Hired on or After March 1, 2006, into a
41 Probationary or Permanent Position:
42
- 43 08.06.1 The District shall continue to pay one hundred percent (100%) of the single-
44 party rate for hospital and medical benefits for unit members who are eligible
45 for benefits and have served the District the equivalent of ten (10) years or
46 more of full-time one hundred percent (100%) credited service.
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08.06.2 Retirees who are personally not eligible for Medicare will continue to receive the hospital and medical insurance programs provided by the District.

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

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

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

1 **ARTICLE 9: HOURS OF WORK AND RELATED MATTERS**

2
3
4 09.01 Workweek:

5
6 09.01.1 The workweek shall be consistent with Education Code Sections 88026,
7 88030, and 88040.

8
9 09.01.2 In accordance with Section 88035 of the Education Code, probationary and
10 permanent part-time classified employees shall be entitled to sick leave and
11 all other benefits granted full-time classified employees on a prorated basis.
12 Substitutes and short-term employees shall not be granted paid holidays, paid
13 vacations, sick leave or leave of absence benefits.

14
15 09.01.3 This Article shall not restrict the extension of the regular workday or workweek
16 on an overtime basis when such is necessary to carry on the business of the
17 District, except as provided for in Section 09.07 of this Article.

18
19 09.01.4 Flextime schedules may be established upon request of an employee and
20 subject to the approval of the immediate manager.

21
22 09.02 Workday: The length of the workday shall be designated by the District for each
23 classified assignment in accordance with Education Code Sections 88026 and 88040.
24 Each bargaining unit employee shall be assigned a fixed, regular, and ascertainable
25 minimum number of hours.

26
27 09.03 Adjustment of Assigned Time: Any employee in the bargaining unit who works an
28 average of thirty (30) minutes or more per day in excess of his/her regular part-time
29 assignment for a period of twenty (20) consecutive working days or more shall have
30 his/her regular assignment adjusted upward to reflect the longer hours, effective with the
31 next pay period.

32
33 09.04 Deviation of Hours: It is the responsibility of the individual immediate manager as to
34 whether or not classified employees under his/her supervision may temporarily deviate
35 from regular work hours.

36
37 09.05 Lunch Periods: All employees covered by this Agreement shall be entitled to an
38 uninterrupted lunch period after the employee has been on duty for four (4) hours. The
39 length of time for such lunch period shall be for a period of no longer than one (1) hour
40 or less than one-half (1/2) hour and shall be scheduled for full-time employees at or
41 about the midpoint of each work shift.

42
43 09.06 Rest Periods:

44
45 09.06.1 All bargaining unit employees shall be granted rest periods which, insofar as
46 practicable, shall be in the middle of each work period except as provided for
47 in section 09.09.2.7 of this Article, at a rate of fifteen (15) minutes per four (4)
48 hours worked or major fraction thereof.

- 1 09.06.2 Specific periods may be designated only when the operations of the District
2 require someone to be present at the employee's work site at all times. Such
3 times shall be mutually agreed upon between employees and their immediate
4 manager.
5
- 6 09.06.3 Rest periods of no more than thirty (30) minutes for extended day or special
7 work shifts shall be scheduled by the immediate manager.
8
- 9 09.06.4 Rest periods are a part of the regular workday and shall be compensated at
10 the regular rate of pay for the employee.
11
- 12 09.07 Overtime - Equal Distribution: Overtime shall be distributed and rotated as equally as is
13 practical in the judgment of the immediate manager among employees within a class in
14 the bargaining unit within each department.
15
- 16 09.08 Right of Refusal: Any employee shall have the right to reject any offer or request for
17 overtime or call back, on call, or call-in time, except that the least senior qualified
18 employee in the classification shall be required to work overtime.
19
- 20 09.09 AQMD Schedules: The District and the Association, CSEA 262, establish this section for
21 the sole purpose of complying with the District's Rider Reduction Plan approved by the
22 South Coast Air Quality Management District. Employees will participate on a voluntary
23 basis in an effort to meet the AQMD requirements. The compliance effort involves
24 elements affecting work schedules and other working conditions. It is understood that in
25 any dispute regarding work schedules, the District retains the right of assignment and
26 that the current contract prevails with respect to the determination of the workweek and
27 workday. The AQMD compliance effort shall include the following elements:
28
- 29 09.09.1 OPTIONS
30
- 31 .1 Ridesharing/Carpooling - Employees may rideshare with other
32 employees. The Centralized Rideshare Office may be contacted
33 for information.
34
- 35 .2 Compressed Work Schedule
36
- 37 a. Employees may work four 10 hour days (4/40).
38 b. Employees may work 80 hours in nine days (9/80).
39 c. Any other flexible work schedule consistent with this section.
40
- 41 .3 Alternate Start Time - Employees may start work at 6:00 a.m. (or
42 earlier) or 10:30 a.m. (or later) one or more days per week.
43
- 44 .4 Telecommuting - Employees with computer and modem at home
45 may work at home a portion of the workweek.
46
- 47 .5 Other options may be recommended for consideration.
48

1 09.09.2 CONDITIONS
2

- 3 .1 Mutual agreement of the District and the employee is
4 required to implement the above options.
5
6 .2 Either the District or the employee may terminate the
7 agreed upon option with the provision of two (2) week's
8 notice.
9
10 .3 For employees on a 9/80 schedule, the workweek begins
11 at the midpoint of the regularly scheduled day off.
12
13 .4 Vacation and sick leave will be charged hour for hour
14 according to the number of hours the employee is regularly
15 scheduled to work on the applicable day.
16
17 .5 If a holiday falls on a day the employee is regularly
18 scheduled to work more than eight hours, the employee will
19 receive eight hours as the holiday. The employee must
20 account for the additional time off through vacation,
21 compensatory time, payroll deduction, makeup time within
22 week, or substitute work day with prior approval of
23 supervisor.
24
25 .6 If the holiday falls on a weekday the employee is not
26 scheduled to work, the employee will be provided a
27 substitute day off of eight hours within five (5) work days
28 before or after the holiday as approved by the supervisor.
29
30 .7 Rest periods will be extended to 20 minutes for workdays
31 of 10 hours or longer and remain at 15 minutes for all
32 others.
33
34 .8 Overtime will be earned for time exceeding the hours in the
35 employee's scheduled workday or exceeding 40 hours in
36 the designated workweek.
37

1 **ARTICLE 10: HOLIDAYS**

2
3
4 10.01 Scheduled Holidays: The District agrees to provide all unit members with twenty (20) paid
5 holidays, as specified in Appendix E.

6
7 10.02 Additional Holidays: Every day declared by the President or Governor of this state as a
8 public fast, mourning, thanksgiving, or holiday, or any declared holiday by the governing
9 board of the District under Education Code Section 79022 or Education Code Section 1318
10 or their successors shall be a paid holiday for all unit members.

11
12 10.03 Holiday Eligibility:

13
14 10.03.1 Except as otherwise provided in this Article, unit members who are not normally
15 assigned to duty during the school holidays of New Year's Day and Winter
16 Recess shall be paid for these holidays provided they were in paid status during
17 any portion of the working day of their normal assignment immediately preceding
18 or succeeding the holiday period.

19
20 10.03.2 Holidays with pay shall be granted to unit members who are in paid status on the
21 days immediately preceding or following the holiday. Any work performed on a
22 holiday is considered overtime.

23
24 10.03.3 Part-time unit members shall be granted holidays with pay on a prorated basis
25 equivalent to a full-time one hundred percent (100%) assignment.

26
27 10.04 Floating Holidays:

28
29 10.04.1 Unit members shall be granted two (2) floating holidays that shall be used at any
30 time within the contract year.

31
32 10.04.2 The floating holidays must be used in the period in which they are granted and do
33 not accumulate if left unused.

34
35 10.04.3 Floating holidays must be requested in writing and must be approved in advance
36 by the unit member's immediate manager, in a timely manner.

37
38 10.04.4 If the immediate manager denies the unit member's initial request for use of a
39 floating holiday, a reason for the denial must be given in writing. The immediate
40 manager and the unit member shall mutually agree to an alternative date.

41
42 10.04.5. Unit members employed full-time, one hundred percent (100%), shall be granted
43 floating holidays at the rate of eight (8) hours per floating holiday. Less than full-
44 time one hundred percent (100%) unit members, shall earn pro-rata floating
45 holidays based on the percentage of employment.

46
47 10.05 Right to Negotiate Holidays: Upon entering into negotiations regarding holidays with any
48 other bargaining unit, the District shall open negotiations on said holidays with CSEA,
49 Chapter 262.

1
2 **ARTICLE 11: VACATION**
3

4 11.01 Paid Vacation: All unit members shall earn paid vacation time under the provisions of
5 this Article.
6

7 11.02 Vacation Eligibility:
8

9 11.02.1 To be eligible to earn vacation, unit members must be in paid status during
10 the month equal to fifty percent (50%) or more of the total hours required by
11 the assignment.
12

13 11.02.2 Probationary unit members shall be eligible to accrue vacation, but are not
14 eligible to use vacation until completion of six (6) months in paid status with
15 the District. (E.C. Section 88197)
16

17 11.03 Vacation Accrual: Vacation time shall be earned and accrued in hours based on the unit
18 member's longevity date on a monthly basis according to the following schedule:
19

20 0 months through 5 years	8 hours (Refer to Section 11.02.2 above)
21 Beginning 6 years through 10 years	10 hours
22 Beginning 11 years through 15 years	12 hours
23 Beginning 16 years through 19 years	14 hours
24 Beginning 20 years and on	16 hours

25

26 11.03.1 Unit members who work less than twelve (12) months shall accrue vacation
27 hours based on the number of months in paid status.
28

29 11.03.2 Unit members who work less than a full-time one hundred percent (100%)
30 assignment shall accrue vacation hours prorated proportional to their
31 assignment.
32

33 11.03.3 The maximum number of hours a unit member may accrue at any time shall
34 be equal to twice the number of hours the unit member earns in any one fiscal
35 year as provided in Section 11.03 of this Article. To ensure that the unit
36 member does not exceed the maximum allowed accrual, the unit member will
37 meet with the manager to discuss a mutually agreeable time for the unit
38 member's vacation. If a mutually agreeable time causes the unit member's
39 vacation maximum to be exceeded, the manager and the employee will create
40 a plan to bring the vacation hours below the maximum, with the unit member
41 continuing to accrue vacation until the plan is implemented.
42

43 11.03.4 Should a unit member's vacation hours reach beyond the maximum allowed
44 accrual, the vacation hours shall be converted to sick leave not to exceed
45 forty-eight (48) hours per fiscal year.
46

47 11.03.5 At Chapter CSEA 262's request, a report noting those unit members' who are
48 within two (2) months of reaching maximum accrual of vacation hours will be
49 generated and provided to the Chapter President within ten (10) working days.
50
51

- 1 11.04 Holidays (During Vacation): When a holiday falls during the scheduled vacation of any
2 unit member, the day shall not be charged as a vacation day.
3
- 4 11.05 Vacation Scheduling:
5
- 6 11.05.1 Unit members shall submit vacation requests to their immediate manager for
7 approval prior to taking the vacation leave. The immediate manager shall
8 reply to requests in a timely manner.
9
- 10 11.05.2 Vacations shall be scheduled at times requested by unit members so far as
11 possible within the District's work requirements.
12
- 13 11.05.3 If there is any conflict between unit members who are working on the same or
14 similar job duties as to when vacations shall be taken, the vacations shall be
15 rotated as equally as is practical among unit members within each
16 department.
17
- 18 11.06 Vacation Interruption:
19
- 20 11.06.1 Unit members may interrupt or terminate vacation leave and begin another
21 type of paid leave without returning to active service. (E.C. Section 88200)
22
- 23 11.06.2 Unit members who interrupt or terminate vacation leave shall provide the
24 District with adequate notice and relevant supporting information.
25 (E.C. Section 88197)
26
- 27 11.07 Separation or Termination of Employment:
28
- 29 11.07.1 Unit members shall receive a lump-sum payment for all unused earned and
30 accrued vacation hours at the time of separation from service.
31
- 32 11.07.2 Unit members who have not completed their initial six (6) months of
33 employment are not entitled to compensation for accrued vacation.
34 (E.C. Section 88197)
35
36

1 **ARTICLE 12: LEAVES OF ABSENCE AND RELATED MATTERS**

2
3
4 12.01 Bereavement Leave: A unit employee shall be entitled to a maximum of five (5) days leave
5 of absence, or seven (7) days leave of absence if travel of more than two hundred (200)
6 miles one way is required, without loss of salary, on account of the death of any member of
7 his/her immediate family. Immediate family shall include the following: for the employee,
8 mother, father, grandmother, grandfather, grandchild, step-parent, step-child, step-sibling,
9 great-grandparent, great-grandchild, spouse, son, son-in-law, daughter, daughter-in-law,
10 brother, sister, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, registered domestic
11 partner, or any other member of the immediate household; for the spouse/registered
12 domestic partner of the employee, mother, father, grandmother, grandfather, grandchild,
13 step-parent, step-child, step-sibling, great-grandparent, great-grandchild, aunt, uncle, niece,
14 or nephew. Such leave shall not be charged against sick leave.

15
16 The District may require a unit member to submit documentation that justifies the use of
17 any bereavement leave.

18
19 12.02 Court Subpoena: In accordance with Section 87035 of the Education Code, an
20 employee may be absent from duty, without loss of salary, in order to appear as a
21 witness in a court other than as a litigant, to serve on a jury, or to respond to an official
22 order from another governmental jurisdiction for reasons not brought about through the
23 connivance or misconduct of the employee. A copy of any official order to appear must
24 be submitted to verify the absence. In the case of jury duty, an official court form signed
25 by the court clerk verifying the days and hours of duty rendered must be submitted.
26 Where a fee is payable, other than mileage reimbursement, the amount of such fee shall
27 be signed over to the District. The employee shall receive his/her regular salary due for
28 the period of absence. Any day during which any employee in the bargaining unit whose
29 regular assigned shift commences at 3:30 p.m. or after and who is required to serve
30 one-half day on jury shall be relieved from work with pay.

31
32 12.03 Military Leave: Military leave shall be granted to any employee who volunteers or is
33 conscripted for duty with the armed forces of the United States. Such leave shall be
34 granted in accordance with provisions of law. Such absence shall not affect in any way
35 the classification of the employee providing he/she has been an employee of the District
36 for a period of not less than one year immediately prior to the date upon which the leave
37 of absence begins. Compensation shall be in accordance with provision of Division 2,
38 Part 1, Chapter 7, of the Military Veterans Code.

39
40 12.04 Sick Leave: In accordance with Section 88191 of the Education Code, a full-time
41 employee, employed five (5) days per week for twelve months of a fiscal year, shall be
42 entitled to twelve (12) days per year of absence for illness or injury without loss of pay;
43 those working fewer hours, days, or months, shall receive proportionately less sick leave
44 credit.

45
46 12.04.1. If an employee does not take the full amount of sick leave allowed during the
47 year, the amount not taken shall be accumulated from year to year.
48

- 1 12.04.2 Sick leave may be used for absence due to personal illness, injury, or
2 quarantine. Essential treatments, examinations for diagnostic purposes, and
3 other absences definitely related to an employee's health may be allowed as
4 sick leave.
5
- 6 12.04.3 If an employee is absent due to an injury and is reimbursed by State Workers'
7 Compensation, there shall be no deduction made from his/her accumulated
8 sick leave credit. During the period of his/her absence, he/she shall receive
9 his/her normal salary reduced by the amount he/she receives from the State
10 Workers' Compensation Fund for a period not to exceed sixty (60) working
11 days.
12
- 13 12.04.4 Sick leave credit shall be earned on the basis of one (1) day per calendar
14 month providing the hours of service rendered during the month are equal to
15 fifty percent (50%) or more of the total hours required by the assignment.
16
- 17 12.04.5 Transfer of accumulated sick leave from another district shall be allowed for
18 classified personnel in accordance with the provisions of Education Code
19 Section 88202. Employee shall request, in writing to the District, the transfer
20 of the total number of days of unused sick leave he/she had accumulated in
21 his/her former district.
22
- 23 12.04.6 The District shall supply quarterly to each employee in the bargaining unit a
24 computation of his/her accumulated sick leave.
25
- 26 12.04.7 A signed statement on time sheet from an employee, stating illness as a
27 reason for absence, shall normally be satisfactory proof of the proper use of
28 sick leave; however, a statement by a licensed physician or licensed
29 practitioner may be required.
30
- 31 12.04.8 An employee who has been absent due to illness, injury, or quarantine for
32 more than five (5) consecutive working days shall submit to his/her immediate
33 manager a signed statement from a licensed physician or licensed practitioner
34 indicating that he/she is able to resume his/her District responsibilities.
35
- 36 12.04.9 An employee shall contact his/her immediate manager as soon as the need to
37 be absent is known. Contact shall be made each day thereafter, no later than
38 the start of the normal working hours for the employee.
39
- 40 12.05 Family Illness Leave: Under the provisions of the California Labor Code Section 233,
41 during each calendar year, a unit member may use earned and available sick leave up
42 to fifty percent (50%) of their annual accrual rate of sick leave to attend to the illness of a
43 child, parent, spouse, or registered domestic partner of record.
44
- 45 12.05.1 Full-time one hundred percent (100%) unit members who work twelve (12)
46 months per year are entitled to forty-eight (48) hours of family illness leave.
47 Unit members who work less than full-time one hundred percent (100%) or
48 work fewer than twelve (12) months per year are entitled to a pro-rata share of
49 family illness leave hours.
50

1 12.05.2 In the event a unit member is absent from work due to illness of a family
2 member, the unit member shall make every effort to notify the unit member's
3 immediate manager as soon as possible, but not later than the usual time the
4 unit member would be required to report for duty.

5
6 12.05.3 A unit member who is absent due to illness of a family member shall report
7 the absence as Family Illness Leave on the monthly timesheet. The District
8 may request substantiation of any claim for family illness leave.

9
10 12.05.4 The District shall not deny a unit member the right to use sick leave for the
11 above-stated purpose and shall not subject the unit member to any
12 disciplinary action for exercising or attempting to exercise the right to use sick
13 leave.

14
15 12.06 Family Medical Leave Act: It is the intent of the District to comply with the Family
16 Medical Leave Act of 1993. The District shall grant up to 12 work weeks of unpaid leave
17 to eligible employees during any 12 month period for one or more of the following
18 reasons:

19
20 12.06.1 The birth and care of a new born child of the employee.

21
22 12.06.2 Placement with the employee of a son or daughter for adoption or foster care.

23
24 12.06.3 To care for an immediate family member (spouse, child or parent) with
25 a serious health condition.

26
27 12.06.4 To take medical leave when the employee is unable to work because
28 of a serious health condition.

29
30 Prior to returning from personal medical leave, the employee must file a doctor's
31 certificate with the Office of Human Resources verifying the employee's good health and
32 ability to resume the duties of the position.

33
34 Return from leave: An employee must give notification of at least fifteen (15) calendar
35 days prior to the expiration of the leave that he/she is returning to active service. In
36 granting an FMLA leave of absence, the governing board of the District assures the
37 employee that a position of employment will be available for him/her upon return to duty;
38 it does not assure him/her that he/she will return to the position he/she held at the time
39 the leave was granted.

40
41 12.07 Industrial Accident or Illness: In accordance with Section 88192 of the Education Code,
42 classified employees shall be eligible for the following leave of absence benefits for
43 industrial accident or illness:

44
45 12.07.1 The maximum allowable paid leave shall be sixty (60) working days in a fiscal
46 year for any single accident.

47
48 12.07.2 Allowable leave shall not be cumulative from year to year.

49
50 12.07.3 Industrial accident or illness leave shall commence on the first day of
51 absence.

52

- 1 12.07.4 Payment for wages lost on any day shall not, when added to an award
2 granted the employee under the Workers' Compensation laws of this state
3 exceed the normal wage for the day.
4
- 5 12.07.5 Industrial Accident leave will be reduced by one day for each day of
6 authorized absence regardless of a compensation award made under
7 Workers' Compensation.
8
- 9 12.07.6 When an industrial accident or illness occurs at a time when the full sixty (60)
10 days will overlap into the next fiscal year, the employee shall be entitled to
11 only that amount remaining at the end of the fiscal year in which the injury or
12 illness occurred, for the same illness or injury.
13
- 14 12.07.7 The industrial accident or illness leave of absence is to be used in lieu of
15 entitlement acquired under Section 88191 of the Education Code. When
16 entitlement to industrial accident or illness has been exhausted, entitlement to
17 other sick leave will then be used; but if an employee is receiving Workers'
18 Compensation, he/she shall be entitled to use only so much of his/her
19 accumulated or available sick leave, accumulated compensatory time,
20 vacation, or other available leave which, when added to the Workers'
21 Compensation award, to provide for a full day's wage or salary. Reduction of
22 entitlement to leave shall be made only in accordance with this section.
23
- 24 12.07.8 Break in Service: Periods of leave of absence paid or unpaid under this
25 Article, shall not be considered to be a break in service of the employee.
26 Benefits accruing under the provisions of this agreement shall continue to
27 accrue under paid absence only.
28
- 29 12.07.9 During all paid leaves of absence, whether industrial accident leave as
30 provided in this section, sick leave, vacation, compensated time off, or other
31 available leave provided by law or the action of the governing board, the
32 employee shall endorse to the District wage loss benefit checks received
33 under the Workers' Compensation laws of this State. The District, in turn, shall
34 issue the employee appropriate warrants for payment of wages or salary and
35 shall deduct normal retirement and other authorized contributions.
36
- 37 12.07.10 When all available leaves of absence, paid or unpaid, have been exhausted
38 and if the employee is not medically able to assume the duties of his/her
39 position, he/she shall, if not placed in another position, be placed on a
40 reemployment list for a period of thirty-nine (39) months. When available,
41 during the thirty-nine (39) month period, he/she shall be employed in a vacant
42 position in the class of his/her previous assignment over all other available
43 candidates except for reemployment list established because of lack of work
44 or lack of funds, in which case, he/she shall be listed in accordance with
45 appropriate seniority regulations.
46
- 47 12.07.11 Any employee receiving benefits as a result of this section shall, during
48 periods of injury or illness, remain within the State of California unless the
49 governing board authorizes travel outside the State.
50

1 12.07.12 An employee who has been placed on a reemployment list, as provided
2 herein, who has been medically released for return to duty, and who fails to
3 accept an appropriate assignment shall be dismissed.
4

5 12.08 Extended Sick Leave Benefit: In accordance with Section 88196 of the Education Code,
6 a regular classified employee shall be credited once each fiscal year with a total of one
7 hundred (100) working days of paid sick leave, such days to be compensated at fifty (50)
8 percent of the employee's regular salary. Each fiscal year shall be considered a new
9 period and subsequent one hundred (100) half paid days of sick leave shall be applied,
10 but shall not be cumulative from year to year. The paid sick leave under this section
11 shall be used only after all other sick leave entitlement has been exhausted and shall be
12 exclusive of any other paid leave, holidays, or vacation time to which the employees may
13 be entitled.
14

15 12.09 Personal Necessity Leave:
16

17 12.09.1 Unit employees may use in accordance with Education Code Section 88207
18 accumulated sick leave in cases of personal necessity for the following
19 purposes:
20

21 .1 Death of a member of the immediate family, when leave is required
22 beyond that provided by Bereavement Leave, Section 12.01 of this
23 Article. Immediate family shall be defined under Bereavement
24 Leave in this Article.
25

26 .2 Attendance at the funeral of a relative or close personal friend of the
27 unit employee.
28

29 .3 Appearance in any court or before any administrative tribunal as a
30 litigant, party, or witness under subpoena or any other order made
31 with jurisdiction.
32

33 .4 An illness or injury to a member of the unit employee's immediate
34 family, which is serious in nature and under the circumstances the
35 employee cannot be expected to disregard, and which requires the
36 attention of the employee during his/her assigned hours of service.
37 Immediate family shall be as defined under Bereavement Leave of
38 this Article.
39

40 .5 The birth of a child making it necessary for a unit employee who is
41 either the father or grandparent of the child, to be absent from
42 his/her position during his/her assigned hours of service.
43

44 .6 Imminent danger to the home of the unit employee when the danger
45 requires the attention of the employee during his/her assigned hours
46 of service. Such danger must be occasioned by flood, fire,
47 earthquake, or be of other similar serious nature, and under the
48 circumstances cannot reasonably be disregarded by the employee.
49

50 .7 With the advance approval of the Vice President, Human
51 Resources, participation in lawful meetings, activities, or
52 observances, where the unit employee conscientiously believes that

1 his/her participation therein is necessary and requires his/her
2 absence from duty. Such leave shall not be used to conduct
3 business which is related to matters of employee/employer relations
4 or employee organization business.

5
6 .8 Accidents involving his/her person or property, or the person or
7 property of a member of his/her immediate family. Immediate family
8 is defined under Bereavement Leave.

9
10 .9 The adoption of a child making it necessary for the father/mother to
11 be absent from his/her position during his/her assigned hours of
12 service.

13
14 .10 Transportation problem requiring the unit member to be absent from
15 his/her position any part of his/her assigned working hours.

16
17 12.09.2 The following limits and conditions are placed upon the use of cumulative sick
18 leave for Personal Necessity Leave:

19
20 .1 The total number of days allowed in one year shall not exceed seven
21 (7) days (56 hours) and part-time employees shall receive prorated
22 benefits proportional to full-time assignment.

23
24 .2 The days allowed shall be deducted from and may not exceed the
25 number of full days' sick leave which the unit employee has earned.

26
27 .3 Personal necessity leave shall not be granted during a unit
28 employee's vacation or any other leave of absence.

29
30 .4 Payment for personal necessity leave shall be made only upon
31 certification by the appropriate manager that the absence was due to
32 a situation designated within the meaning of Section 12.09.1 of this
33 Article.

34
35 The unit employee shall sign, on a form provided, a statement that such
36 absence was an emergency and indicate the nature of such absence. A
37 notice of intent to use this leave shall be submitted in advance whenever
38 possible.

39
40 12.09.3 Under no circumstances shall leave be available for purposes of personal
41 convenience, or for the extension of a holiday or a vacation period, or to seek
42 other employment, or for matters which can be taken care of outside the work
43 hours, or for recreational activities.

44
45 12.10 Retrain and Study: Unpaid leave of absence for study or retraining may be granted to
46 any employee of the bargaining unit if mutually beneficial to the District and the
47 employee.
48

1 **ARTICLE 13: TRANSFERS AND RELATED MATTERS**
2
3

4 13.01 Definition of Transfer: A transfer is defined as a voluntary or involuntary permanent (or
5 temporary as defined in 13.06) change in department or immediate supervisor within the
6 same, related or different classification at the same salary range.
7

8 13.02 Posting of Vacancy Notices:
9

10 13.02.1 When a newly created position or an existing position becomes vacant, the
11 vacancy notices shall be distributed to all worksites within a minimum of seven
12 (7) working days prior to public posting to allow for transfers.
13

14 13.02.2 Any unit member on leave during the period of the distribution, who would be
15 affected by a lateral transfer opportunity, shall be notified on the distribution
16 date, if requested by the unit member prior to going on leave. The unit
17 member is responsible for notifying the District of the preferred method of
18 communication.
19

20 13.03 Voluntary Lateral Transfers:
21

22 13.03.1 Any unit member in the bargaining unit may apply for transfer to a new vacant
23 position by filing written notice with the Office of Human Resources.
24

25 13.03.2 When a new position is created or an existing position becomes vacant, the
26 District shall first offer the opportunity to transfer to unit members serving in
27 the same job classification in the District.
28

29 13.03.3 Unit members who request a transfer shall be given consideration for the
30 transfer based upon, but not limited to seniority, job performance,
31 qualifications and the needs of the District. The supervisor will make the final
32 selection.
33

34 13.04 Medical Transfers: The District will make every effort to provide alternate work to a unit
35 member who has become medically unable to satisfactorily perform his/her regular job
36 classification duties. The alternate work may include promotion, demotion or lateral
37 transfer to a related class. The District may require a statement from a licensed
38 physician certifying that the unit member is medically able to perform the duties of the
39 alternate work.
40

41 13.05 Involuntary Transfers:
42

43 13.05.1 Transfers of unit members may be initiated by the District management to
44 meet service needs. A unit member affected by such transfer shall be given
45 seven (7) days notice prior to the effective date of the transfer. A copy of said
46 notice shall be sent concurrently to the Chapter President and the affected
47 manager(s). A conference will be held between the appropriate manager and
48 the unit member. The unit member has the right to representation at the
49 conference.
50

51 13.05.2 A unit member who has been transferred to a lower class shall be transferred
52 back to the original classification at the first available vacancy. The unit

1 member may request to voluntarily demote and remain in the lower
2 classification. The District shall determine whether to transfer or to allow the
3 unit member to voluntarily demote. A demotion is a change to a lower
4 classification and to a salary rate corresponding to the lower classification.
5

6 13.06 Short-Term Transfers: At the request of the immediate supervisor, a unit member may
7 be temporarily transferred to a position of equal or higher range, which may include an
8 increase in percent of employment, in order to substitute for a unit member, or to assist
9 in a special work assignment. A short-term transfer shall not exceed forty-five (45) days.
10

11 13.06.1 Unit members in the department shall be considered for the short-term
12 assignment based on necessary skills and qualifications, as determined by
13 the immediate supervisor. The supervisor will make the final selection.
14

15 13.06.2 During a short-term transfer, the unit member will receive the rate of pay of the
16 temporary classification. If the transfer is to a classification at a higher salary
17 range, a minimum 5% salary increase shall be granted. If the transfer is to a
18 classification at a lower salary range, the salary shall remain at the current
19 range and step.
20

21 13.06.3 A unit member shall have the right to refuse an offer or request for short-term
22 transfer.
23

24 13.07 No Adverse Effect Due to Transfer: Transfers shall not adversely affect the unit
25 member's range and step placement on the Classified Salary Schedule, his/her
26 anniversary date nor accumulated benefits; if the unit member is transferred to another
27 class his/her seniority in that class shall begin on the date of transfer.
28

29 13.08 Increase in Percentage of Employment:
30

31 13.08.1 The District may increase the percentage of employment of a position within a
32 classification, which is less than one hundred (100) percent.
33

34 13.06.4 If a position becomes vacant, unit members in the department shall be
35 considered for the increase in percentage of employment based on
36 necessary skills and qualification, as determined by the immediate
37 supervisor. If the skills and qualifications are equal, the selection shall be
38 determined by seniority.
39

40 13.06.5 As with any other change in working conditions, an increase in percentage of
41 employment of a position is subject to negotiation.
42
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1
2 **ARTICLE 14: MATTERS RELATING TO EVALUATION PROCEDURES**
3

4
5 14.01 Personnel Files:
6

7 14.01.1 Except for grievance procedure files, there shall be only one personnel file
8 for each employee in the bargaining unit and it shall be maintained at the
9 District Office of Human Resources.

10
11 14.01.2 The following information or documents may be placed in the official
12 personnel file:

- 13
14 a. job description for the position held
15 b. job application and resume
16 c. offer of employment
17 d. employee history log
18 e. status changes (records of personnel actions)
19 f. selection records (requisition, application, resume)
20 g. performance evaluations
21 h. documentation of significant events, including but not limited to warnings,
22 disciplinary actions, grievances, letters of commendation, and awards
23 i. separation records
24 j. INS Form I-9, verifying that the employee is eligible to work in the
25 United States
26 k. IRS Form W-4 (the Employee's Withholding Allowance Certificate)
27 l. forms relating to employee benefits
28 m. forms providing next of kin and emergency contacts
29 n. complaints from customers and/or co-workers
30 o. awards or citations for excellent performance
31 p. records of attendance or completion of training programs
32 q. warnings and/or other disciplinary actions
33 r. notes on attendance or tardiness
34 s. any contracts, written agreements, receipts, or acknowledgments
35 between the employee and the District
36

37 14.01.3 A separate file should be maintained for the following information/
38 documents (there are legal reasons why this information should not be a
39 part of the official personnel file):

- 40
41 a. pre-employment reference checks (the employee is not allowed to see
42 this information, according to the California Labor Code).
43 b. legal action information, including EEO complaints
44 c. medical information (including pre-employment physical reports, injury
45 reports, doctor's memos, workers' compensation information)
46

47 14.01.4 As an alternate to maintaining a separate file, the above documents may be
48 filed in a separate jacket or folder within the official personnel file. In this
49 case, the jacket or folder must be marked to indicate the information within is
50 not part of the official personnel file, and is to be removed by authorized
51 human resources personnel prior to the employee's examination of the file.
52

1 14.01.5 Employees shall be provided with copies of all derogatory written material
2 before it is placed in the employee's personnel file. The employee shall be
3 given a minimum of 10 working days to prepare a written response to such
4 material. The written response shall be attached to the material. All written
5 derogatory statements entered into a personnel file shall be signed and
6 dated by the person making the statement and shall be removed from the
7 employee's personnel file one year after the date they have been entered
8 unless under subpoena by an authorized court.
9

10 14.01.6 An employee shall have the right at any time during regular business hours,
11 when any authorized human resources staff member is present, without loss
12 of pay, to examine copies of any material from the employee's personnel file
13 with the exception of material that includes ratings, reports, or records which
14 were obtained prior to the employment of the employee involved.
15

16 14.01.7 All personnel files shall be kept in confidence and shall be available for
17 inspection only to other employees of the District when actually necessary in
18 the proper administration of the District's affairs or the supervision of the
19 employee. The District shall keep a log of persons who have examined a
20 personnel file, as well as the date such examinations were made, except
21 routine clerical transactions. Such a log and the employee's personnel file
22 shall be available for examination by the employee or his/her CSEA
23 representative with the employee's written authorization for each instance.
24 The log shall be maintained in the employee's personnel file.
25

26 14.01.8 Any person who places written material or drafts written material for
27 placement in an employee's file shall sign the material and signify the date
28 on which such material was drafted. Unsigned written material shall not be
29 placed in the personnel file nor used in any disciplinary proceedings or for
30 evaluations.
31

32 14.02 Evaluations:
33

34 14.02.1 Performance Evaluation: Performance evaluations are about improvement
35 and growth of classified employees (see appendix C: Classified Employee
36 Evaluation Form.) The performance evaluation procedure is as follows:
37

38 .1 Managers will make every attempt to notify employees of concerns
39 regarding job performance prior to their formal evaluation process.
40

41 .2 Managers will be provided sufficient employee evaluation training to
42 determine whether or not they have adequate information to
43 evaluate employees.
44

45 .3 An employee's evaluation shall cover the employee's job
46 performance for the last twelve (12) month period or the specific time
47 period indicated on the form, not to exceed twelve (12) months.
48

49 .4 Performance evaluations for those employees working out-of-class
50 shall not be based solely on the specific job duties of the out-of-class
51 position.
52

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- .5 No evaluation shall be made based upon hearsay statements, but shall only be based upon the direct observation and knowledge of the evaluator.
- .6 No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator.

14.02.2 Performance Evaluation Meeting: Performance evaluations shall be considered confidential. The evaluator shall not belong to the classified bargaining unit.

- .1 Employees will be given a minimum of two (2) days notice prior to any scheduled evaluation meeting with the manager.
- .2 Employees will be provided with a copy of their completed evaluation a minimum of two (2) days prior to the evaluation meeting. This provides the employee an opportunity to review the evaluation and identify any areas of concern, which may then be discussed with the manager during the performance evaluation meeting.
- .3 The performance evaluation form shall be signed by the employee to indicate receipt. Signing the performance evaluation form does not constitute the employee's agreement with the performance evaluation.
- .4 At the conclusion of the employee/manager evaluation meeting, the employee will be provided with a signed copy of the performance evaluation.
- .5 Managers shall make every effort to forward the completed performance evaluation form to Human Resources within five (5) working days.

14.02.3 Negative Performance Evaluations: Any negative evaluation shall include specific recommendations for improvements and provisions for assisting the employee in implementing any recommendations made.

- .1 The employee shall have the right to review and respond to any derogatory evaluation in accordance with Section 14.01.5 above, except that the employee shall be given a minimum of fifteen (15) working days to attach a written response.
- .2 An employee may review the judgment and recommendations of his/her evaluator with the Vice President, Human Resources, or his/her designee or the next highest manager.

14.02.4 Training for unit members on the performance evaluation process will be developed and presented by the District and CSEA 262 and be made available online at the District's expense.

1 14.02.5 An employee may file an appeal through the established grievance
2 procedures only on the grounds that the evaluation procedures
3 specified in this Article have not been followed in the preparation of
4 their evaluation.
5

6 14.03 Term of Employment and Supervision:
7

8 14.03.1 Upon election as a classified employee, the person shall serve as a
9 probationary employee for a period of six (6) months of service following the
10 date of his or her employment.

11 14.03.2 The District retains the right to extend the probationary period for an
12 additional six (6) months to first-time employees who are hired beyond range
13 one of their job classification. The District shall advise the employee of the
14 reason for such extension.
15

1 **ARTICLE 15: RECLASSIFICATION PROCEDURE**

2
3 The reclassification review will be conducted by a third party consultant or agency upon which the
4 District, CSEA 262, and CSEA 651, mutually agree. Should the parties agree on a different
5 reclassification review process, all parties will meet to develop the process. The reclassification
6 and appeal process will be developed with the participation of all parties. For this reclassification
7 procedure, the consultant’s recommendation(s) shall include only that a classified position is
8 either correctly placed, or that the position should be reclassified upward.

9
10 Reclassification Review – The District, CSEA 262, and CSEA 651 mutually agree to the following
11 process for reclassification review. The mutually agreed upon consultant will provide, to all
12 parties, the methodology that will be used during the reclassification review process.

13
14 15.01 Pre-Reclassification Process:

15
16 15.01.1 Informational workshop(s) will be developed and presented by the District,
17 CSEA 262, and CSEA 651, and will be available online.

18
19 15.01.2 Reclassification application (Appendix __) will be developed by the District,
20 CSEA 262, and CSEA 651, and will be available online.

21
22 15.02 Reclassification Process:

23
24 13.06.6 Position reclassification review of individual positions or groups of positions
25 shall be conducted whenever the assigned duties or responsibilities of the
26 existing positions(s) have undergone significant changes over a prolonged
27 period of time (re: level of responsibility, problem solving, authority for action,
28 knowledge of skills, working conditions including exposure to hazardous
29 conditions and/or scope of impact.)

30
31 15.02.2 Requests may be submitted between January 1, and the last working day of
32 February, on each calendar year only.

33
34 13.06.7 Applications for reclassification will be forwarded to the Office of Human
35 Resources. Human Resources will review the application for completeness
36 and forward completed applications to the consultant for review within then
37 (1) working days of receipt.

38
39 15.02.3 Once an individual reclassification review has been completed, the employee
40 must wait one (1) year from the date the final recommendation was presented
41 to the employee, to initiate a new request for reclassification.

42
43 15.02.4 The consultant’s recommendation(s) will be reviewed by the Vice President,
44 Human Resources and shared with the President/CEO of the College.
45 Individual employee reclassification recommendations will be shared with the
46 unit manager, applicant’s immediate manager, the applicant, and at the
47 request of the applicant, CSEA as an advisor to the applicant.

48
49
50 15.02.5 If a reclassification review takes more than six (6) months to complete and
51 results in the employee receiving a salary increase, the increase shall be

1 retroactive from the date the results of the study were presented to the
2 employee. In the event the employee is receiving out-of-classification
3 compensation for work being performed outside of their job classification, the
4 employee shall be entitled to receive the difference between the out-of-class
5 pay and the pay range of the newly reclassified position retroactive to July 1.
6

7 15.03 Final Recommendation: Once the Office of Human Resources completes the
8 Reclassification Review, it shall notify the employees and report the findings to the
9 Chapter President for review. If the District denies the reclassification recommendation
10 or recommends a classification that the employee does not agree, the employee may
11 appeal the decision to the Appeals Committee.
12

13 15.04 Appeals Committee: The Appeals Committee shall be comprised of the Director of
14 Human Resources or designee, one (1) administrator selected by the District, the
15 President of CSEA 262 or designee, and the President of CSEA 651 or designee. The
16 Appeals Committee members and their designees will receive a formal review of the
17 classification analysis methodology used by the consultant.
18

19 15.05 Appeals Process:

20
21 15.05.1 Within fifteen (15) working days after receiving the Vice President, Human
22 Resources recommendation, any employee(s) may submit a Reclassification
23 Appeal Form (Appendix __) to the Office of Human Resources, requesting an
24 appeal of the District's recommendation. Reclassification Appeal Form will be
25 available in the Office of Human Resources.
26

27 15.05.2 The appeal date shall be scheduled within thirty (30) calendar days of the
28 Office of Human Resources receipt of the completed appeal form.
29

30 15.05.3 An employee, or group of employees, if they choose, has the right to be
31 represented by CSEA at all steps of the appeal process. The CSEA
32 representative cannot be a member of the Appeals Committee.
33

34 15.05.4 The Appeals Committee will review the Reclassification Appeal form and
35 information from the reclassification applicant packet. The Appeals
36 Committee may interview the applicant or conduct a worksite audit in order to
37 understand or obtain additional information required to make an informed
38 recommendation. The Appeals Committee recommendations shall be
39 forwarded to the Vice President, Human Resources who will make the final
40 recommendation. The recommendation of the Vice President, Human
41 Resources is final and concludes the appeal process. Final decisions are not
42 subject to the grievance process.
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1 **ARTICLE 16: GRIEVANCE PROCEDURE**

2
3
4 16.01 **PURPOSE**

5
6 The purpose of these procedures is to secure, at the lowest possible administrative level,
7 equitable solutions to the problems which may from time to time arise affecting the
8 welfare or working conditions of unit members.
9

10 16:02 **DEFINITIONS:**

11
12 16.02.1 A grievance is a claim by a grievant that there has been a violation,
13 misinterpretation, or misapplication of a provision of this Agreement.
14

15 16.02.2 A grievant is a unit member or an authorized CSEA 262 representative.
16

17 16.03 **GENERAL PROVISIONS**

18
19 16.03.1 Actions to challenge or change the policies of the District as set forth in the
20 Board Rules and Regulations or Administrative Regulations and Procedures
21 must be undertaken under separate legal processes and not in conflict with
22 the provisions of this Agreement. Other matters for which a specific method of
23 review is provided by law, by the Board Rules and Regulations, or by the
24 Administrative Regulations and Procedures of the District are not within the
25 scope of this procedure.
26

27 16.03.2 Until final disposition of the grievance, the grievant is required to conform to
28 the direction of his or her immediate manager.
29

30 16.03.3 Each party involved in a grievance shall act quickly so that the grievance may
31 be resolved promptly. Each party agrees to complete action within the time
32 limits contained in the grievance procedure; however, with the written consent
33 of the parties to the grievance, the time limitation for any level may be
34 extended. Any grievance not advanced to the next level within the time limits
35 established for that level shall bar the grievant from any further right to pursue
36 that grievance and the grievance shall be deemed resolved with the decision
37 rendered at the previous level (including "Level One"). Failure on the part of
38 an administrator to answer within the time limits set forth for any level will
39 entitle the employee to proceed to the next level (including "Level One").
40

41 16.03.4 Time limits provided in each level shall begin at the expiration of the previous
42 time limit or the day following receipt of written decision by the parties in
43 interest.
44

45 16.03.5 Grievance meetings shall be scheduled at a time mutually acceptable to the
46 District and the grievant at times that shall not adversely affect the normal
47 duties of any personnel and services of the District, except that the grievant
48 shall be allowed release time to attend grievance procedures.
49
50

- 1 16.03.6 In order to encourage a professional and harmonious disposition of unit
2 employees' grievances, it is agreed that from the time a grievance is filed until
3 it is processed through Arbitration, or decided to the mutual satisfaction of the
4 grievant and the District, neither party shall inform the general public of either
5 the details of the grievance or evidence regarding the grievance.
6
- 7 16.03.7 All meetings and hearings under this procedure shall be closed to all persons
8 other than the parties in interest, their representatives, and witnesses as
9 necessary.
10
- 11 16.03.8 All procedural documents, communications, and records dealing with the
12 processing of a grievance will be filed in a separate grievance file, maintained
13 by the District, and will not be kept in the personnel file of any of the
14 participants. The grievance file shall be available for inspection only by the
15 grievant, or with the grievant's written authorization, his/her, CSEA 262
16 representative and those management, supervisory, and confidential
17 employees directly involved in the grievance procedure.
18
- 19 16.03.9 The grievant shall fill out the grievance form (see Appendix D) being as
20 specific as possible. Changes made to Appendix D must be mutually agreed
21 to by both CSEA 262 and the District.
22
- 23 16.03.10 The grievant shall have the right to union representation at all levels of the
24 grievance procedure. Nothing contained herein will be construed as limiting
25 the right of a grievant from having a grievance adjusted without intervention of
26 CSEA 262, provided that such adjustment is not inconsistent with the terms of
27 this Agreement and that CSEA 262 has been given a copy of the grievance
28 and given an opportunity to respond prior to its implementation.
29
- 30 16.03.11 No reprisals of any kind will be taken by the Board, the President of the
31 College, CSEA 262, or by any member or representative of the Administration
32 of the College, against any aggrieved person, any member of CSEA 262, or
33 any other participant in the grievance procedure by reason of such
34 participation.
35
- 36 16.03.12 The District and CSEA 262 shall pay their own expenses incurred in the
37 grievance procedure. Parties shall equally share the expenses of the
38 committee chairperson if such becomes necessary. Each party shall be
39 responsible for compensating its own representatives and witnesses. If a
40 party desires that a record of the testimony be made from the tape recording
41 of the hearing of the Grievance Committee, it may cause such a record to be
42 made at its own expense provided, however, if the other party or parties
43 request copies of such record, the cost shall be divided equally.
44

- 1 16.03.13 The grievant must be present at each level of the grievance procedure. Either
2 party may be represented by a party of his/her choice beginning at Level One
3 of the grievance procedure.
4
- 5 16.03.14 If a grievance arises from action or inaction by the Board of Trustees, the
6 aggrieved person shall submit such grievance in writing directly to the
7 President of the College, the President of the Board, and may optionally notify
8 CSEA 262. The processing of such grievance shall be commenced at Level
9 Three.
10
- 11 16.03.15 Adjustment of any grievance described herein shall not be inconsistent with
12 the specific provision(s) of this Agreement.
13
- 14 16.03.16 Nothing contained in the grievance procedure shall be construed to deny the
15 District, the Board, the President, CSEA 262, or any unit employee the rights
16 guaranteed to them under state or federal law.
17
- 18 16.03.17 A grievance may be withdrawn by the grievant at any time and at any step of
19 this procedure provided, however, that same grievance shall not be filed a
20 second time by the same party for the same incident.
21
- 22 16.03.18 For the purpose of this grievance procedure, working days are defined as
23 those days of normal business of the District's central office.
24
- 25 16.03.19 In settlement of any grievance resulting in retroactive adjustment, such
26 adjustment shall be limited to the date of signing of this Agreement.
27
- 28 16.03.20 The Vice President, Human Resources, or his/her designee shall administer
29 the provisions of this Article.
30

31 16.04 PROCEDURES
32

33 16.04.1 Level One
34

35 16.04.1.1 The grievant must complete the grievance form and submit it to
36 the immediate manager. The grievance form shall include the
37 specific provisions of this agreement violated, the date such
38 violations occurred, the circumstances involved, and the specific
39 remedy sought.
40

41 16.04.1.2 Within ten (10) work days of the receipt of the grievance form,
42 the manager shall meet with the grievant to resolve the matter.
43

44 16.04.1.3 Within ten (10) work days of the meeting, the immediate
45 manager shall give his or her written response to the grievant
46 with a copy to Human Resources and to CSEA 262.
47

48 16.04.1.4 Prior to implementation, CSEA 262 shall be given an
49 opportunity to respond within ten (10) work days of receipt.
50
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52

1
2 16.04.2 Level Two
3

4 16.04.2.1 If the grievant is not satisfied with the disposition of the grievance
5 at Level One, the grievant shall have ten (10) work days after
6 receiving the written response from Level One to submit a Level
7 Two written grievance to the Office of Human Resources.
8

9 16.04.2.2 The Office of Human Resources shall promptly forward the formal
10 grievance to the next highest manager with authority to act and
11 provide the name of the same to the grievant and CSEA 262.
12

13 16.04.2.3 Within ten (10) work days after receiving the Level Two grievance,
14 said manager shall meet with the parties and provide a written
15 response to the grievant, CSEA 262, and to the appropriate Vice
16 President.
17

18 16.04.3 Level Three
19

20 16.04.3.1 If the grievant is not satisfied with the disposition of the grievance
21 at Level Two, the grievant shall have ten (10) work days after
22 receiving the written response from Level Two to submit the
23 Level Three grievance to the Vice President of the manager who
24 presided at Level Two or his/her designee.
25

26 16.04.3.2 Allegations not presented at Level Two may not be introduced at
27 any other level, and no evidence or testimony given shall be the
28 cause for initiating further grievance.
29

30 16.04.3.3 Within ten (10) work days after receiving the formal grievance at
31 this level, said Vice President or his/her designee shall meet with
32 all parties and provide a written response to the grievant and
33 CSEA 262.
34

35 16.05 ARBITRATION
36

37 16.05.1 If the grievant is not satisfied with the results of Level Three, the grievant shall,
38 within ten (10) work days after the written response received in Level Three,
39 file a written request to the Vice President of Human Resources to proceed to
40 arbitration.
41

42 16.05.2 Selection of an Arbitrator: As soon as possible and in any event not later than
43 ten (10) working days after the District received the written notice of the
44 grievant's desire to arbitrate, the District and CSEA shall attempt to agree
45 upon an arbitrator. An arbitrator shall be selected from a list furnished by the
46 California State Mediation and Conciliation Services by alternate striking of
47 names until one name remains. The party who strikes the first name shall be
48 determined by lot and the names shall be ranked in order of preference. If the
49 arbitrator selected is unavailable for hearing within sixty (60) calendar days,
50 the District and CSEA shall select an arbitrator next in order from the
51 preference list. The arbitrator shall cause the hearing to be recorded.
52

1 16.05.3 The arbitrator shall have no power to alter, amend, change, add to, or subtract
2 from any of the terms of this Agreement, but shall determine only whether or
3 not there has been a violation, misinterpretation or misapplication of the
4 provisions of this Agreement in the respect alleged in the grievance. The
5 decision of the arbitrator shall be based solely upon the evidence and
6 arguments presented by the respective parties in the presence of each other,
7 and upon arguments presented in briefs.
8

9 16.05.4 The function and purpose of the arbitrator is to determine disputed
10 interpretation of the terms of the Agreement, or to determine disputed facts
11 upon which the application of the Agreement depends. Past practice of the
12 parties in interpreting or applying terms of this Agreement may be relevant
13 evidence, but shall not be used to effect a modification of the written terms of
14 the Agreement.
15

16 16.05.5 The arbitrator's decision shall, unless extended by mutual written agreement
17 of the parties, be rendered within forty-five (45) calendar days after the date of
18 final submission. All fees and expenses of the arbitrator shall be shared
19 equally by the parties. Each party shall bear the expenses of the presentation
20 of its own case.
21

22 16.06 ARBITRATOR'S DECISION, BOARD REVIEW
23

24 16.01.1 The decision of the arbitrator within the limits herein prescribed shall be in the
25 form of a recommendation to the Board of Trustees.
26

27 16.06.2 If grievant files a request to the Board to undertake review of the arbitrator's
28 decision within ten (10) working days of its issuance, the Board shall then
29 undertake review of the entire hearings record and briefs. The Board may
30 also, if it deems it appropriate, permit oral arguments by representatives of the
31 parties, but only in the presence of one another. In such case, the Board shall
32 render a decision on the matter within forty-five (45) calendar days after
33 receiving the arbitrator's decision. If the Board does not render a decision
34 within the time specified, it shall be deemed to have adopted the decision
35 reached through arbitration.
36
37

1 **ARTICLE 17: LAYOFF**

2
3
4
5
6
7

17.01 In accordance with Education Code, EERA, and PERB, the parties agree to meet and negotiate guidelines to be used in the event of the need to lay off classified unit members and the affects of said layoffs upon the classified unit members.

1 **ARTICLE 18: PERSONAL/PROFESSIONAL GROWTH**

2
3
4 18.01 Higher Education Benefits: A unit member may earn one of the following benefits each
5 contract year:

6
7 18.01.1 \$150 for completing three (3) or more semester, or four (4) or more quarter
8 units of lower division credit at any school accredited by one of the six regional
9 accrediting associations of schools and colleges; or

10
11 18.01.2 \$500 for completing three (3) or more semester, or four (4) or more quarter
12 units of upper division or graduate units at any school accredited by the six
13 regional accrediting associations of schools and colleges.

14
15 18.02 Higher Education Benefits Guideline: The unit employee must complete the units during
16 the contract year in which the benefit will be earned and submit a transcript or grade
17 report as proof of satisfactory completion. The District may require an official transcript, if
18 it deems necessary. The units must be earned on the employee's own time at no
19 District expense. Applicable units must earn a grade of "C" or better. (See Appendix C:
20 Application for Personal/Professional Growth Benefit form.)

21
22 18.03 Staff Development Benefit: Staff development activities, such as formal workshops,
23 seminars, or other training directly related to the unit member's job may be counted
24 toward earning the lower division benefit. These activities must be attended during the
25 unit member's non-working time. Sixteen (16) hours of documented staff development
26 will equate to one lower division semester unit. Activity hours may be combined with
27 college units to earn the benefit. See Appendix D: Request for Personal/Professional
28 Growth Benefit for Staff Development Activities form.

29
30 18.04 Degrees Earned or Conferred: An additional one-time benefit will be granted for
31 degrees earned or conferred on or after January 1, 2000. The one-time benefit will be
32 \$500 for an Associate Degree; \$1,000 for a Bachelor's Degree and \$1,500 for a
33 Master's Degree or higher.

34
35 18.05 New Classified Professional Seminars:

36
37 18.05.1 The New Classified Professional Seminars will be developed and presented
38 by Human Resources in collaboration with CSEA 262.

39
40 18.05.2 A minimum of two (2) all-day New Classified Professional Seminars will be
41 developed and presented by Human Resources in collaboration with CSEA
42 262 each fiscal year. Up to twenty-two (22) additional topic-based, partial day
43 format workshops will be provided throughout the fiscal year. All seminars
44 and workshops will be at the District's expense.

45
46 .1 With notification to their manager, new classified employees shall be given
47 release time to attend the New Classified Professional Seminar.

48
49 .2 With the approval of their manager, new classified employees shall be
50 given release time to attend the topic-based workshops. If space permits
51 and with the approval of their manager, other unit members may attend.
52

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18.06 Classified Professional Reference Guide:

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

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

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

1 **ARTICLE 19: SAFETY**
2
3

4 19.01 Compliance: The District and employees in the bargaining unit shall conform to and
5 comply with all health, safety, and sanitation requirements imposed by state or federal
6 law or regulations adopted under state or federal law.
7

8 19.02 Safety Committee: Two (2) members of CSEA 262 shall be appointed to the District
9 Safety Committee.
10

11 19.03 Release Time: The bargaining unit members of the committee shall be allowed release
12 time to carry out obligations under Section 18.02.
13

14 19.04 No Discrimination: No employee shall be in any way discriminated against as a result of
15 reporting any condition believed to be a violation of Section 18.01.
16

17 19.05 Rest Facilities: The District shall make available adequate lunchroom, restroom, and
18 lavatory facilities for classified employee use.
19

20 19.06 Safety Equipment: Should the employment duties of an employee in the bargaining unit
21 in the estimation of OSHA require use of any equipment or gear to ensure the safety of
22 the employee or others, the District agrees to furnish such equipment or gear.
23

24 19.07 Employee Responsibility: In the course of performing their normally assigned work,
25 employees will be alert to observe unsafe practices, equipment and conditions as well as
26 environmental conditions in their immediate area which represent health hazards and
27 will report such conditions to their immediate manager. All employees shall make
28 certain that all power machinery is equipped with safety devices properly installed and in
29 working condition and that students and co-workers use utmost care in handling of tools
30 and equipment. Employees shall report all accidents immediately to their immediate
31 managers. Reports shall be submitted on forms provided by the District. All injuries
32 should be reported immediately. In cases of injuries requiring medical attention, report
33 forms provided by the District shall be submitted within twenty-four (24) hours. The
34 District Safety Committee shall review and make recommendations as to the health,
35 safety, and sanitary nature of working conditions. The District shall accommodate the
36 recommendations.
37

1 **ARTICLE 20: SAVINGS PROVISIONS**
2
3

4 20.01 If, during the life of this Agreement, there exists any applicable law or any applicable
5 rule, regulation, or order issued by governmental authority other than the District which
6 shall render invalid or restrain compliance with or enforcement of any section,
7 subsection, sentence, clause, or phrase of this Agreement, such section, subsection,
8 sentence, clause, or phrase shall be immediately suspended and be of no effect
9 hereunder so long as such law, rule, regulation, or order shall remain in effect. Such
10 invalidation of a part or portion of this Agreement shall not invalidate any remaining
11 portions which shall continue in full force and effect.
12

13 20.02 In the event of suspension or invalidation of any section, subsection, sentence, clause,
14 or phrase of this Agreement, the parties shall, upon request of either party, meet and
15 negotiate within twenty-two (22) working days after such determination for the purpose
16 of arriving at a mutually satisfactory replacement.
17

18 20.03 If any provision of this Agreement is in conflict with Federal Executive Orders 11246 and
19 11375, as amended, Title VII of the Civil Rights Act of 1964, Title IX of the 1972 Higher
20 Education Amendments, and federal regulations pertaining thereto, or any state
21 programs, the provisions of such orders, laws, federal regulations, and rules shall
22 prevail. All other provisions or applications of this Agreement shall remain in full force
23 and effect.
24

1 **ARTICLE 21: EFFECT OF AGREEMENT**
2
3

4 21.01 The Agreement expressed herein, in writing, constitutes the entire Agreement between
5 the parties and no oral statement shall add to or supersede any of its provisions.
6

7 21.02 The parties acknowledge that during the bargaining which preceded this Agreement,
8 each had the right and opportunity to make demands and proposals with respect to any
9 subject or matter not removed by law from the area of bargaining and that the
10 understanding and agreements arrived at by the parties, after the exercise of that right,
11 and opportunity, are set forth in this Agreement. Therefore, the District and CSEA 262,
12 for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each
13 agrees that the other shall not be obligated to bargain with respect to any subject or
14 matter referred to, or covered in this Agreement, or with respect to any subject or matter
15 not specifically referred to, or not settled, during bargaining even though such subject or
16 matter may not have been within the knowledge or contemplation of either or both of the
17 parties at the time they negotiated or signed this Agreement. Such matters shall not be
18 subject to the grievance procedure.
19

20 21.03 All terms and conditions of employment not covered by this Agreement shall continue to
21 be subject to the District's direction and control. There are no provisions in this
22 Agreement that shall be deemed to limit or curtail the District in any way in the exercise
23 of its rights, powers, and authority which the District had prior to the date this Agreement
24 was entered into unless and only to the extent that the provisions of this Agreement
25 specifically curtail or limit such rights, powers, and authority.
26

1	APPENDICES	
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MT. SAN ANTONIO COLLEGE
APPENDIX A (7/1/10)
SALARY SCHEDULE ASSIGNMENTS FOR
CLASSIFIED EMPLOYEES – CSEA. CHAPTER 262, UNIT A

CLASSIFICATION	RANGE	CLASSIFICATION	RANGE
Accommodations Specialist	81	ESL Learning Resources Technician	62
Accompanist/Librarian	(90) 88	ESL Outreach Specialist	53
Account Clerk I, II, III	69, 79, 88	Exercise Science/Health Supervisor	112
Administrative Secretary	88	Facilities Specialist	81
Admissions & Records Clerk I, II, III	56, 69, 81	Financial Aid Specialist	81
Admissions & Records Computer Technician	79	Financial Aid Technician	81
Admissions & Records Systems Analyst	124	Financial Aid Systems Programmer	124
Admissions & Registration Clerk	45	Grants Specialist	95
Alternate Media Technician	62	Graphics Designer	98
Assistant Curriculum Specialist	70	Graphics Technician	81
Athletic Eligibility Specialist	88	Help Desk Coordinator	88
Athletic Trainer	(110) 105	Help Desk/Network Support Technician	79
Benefits Specialist	88	High School Outreach Coordinator	105
Budget & Accounting Technician	95	High School Proctor	45
Buyer	79	Information Technology Specialist: Academic Applications & Portal Content	124
Caseworker	71	Interpreter Specialist	96
Caseworker/Intervention Specialist	71	Job Developer	(93) 88
Clerical Assistant	52	KSAK Operations Coordinator	95
Clerical Specialist	69	Laboratory Technician – Art	79
College Information Systems Support Specialist	95	Laboratory Technician – Biological Sciences	79
Computer Facilities Assistant	79	Laboratory Technician – Business & Computer Information	79
Computer Facilities Supervisor	107	Laboratory Technician – Chemistry	79
Computer Operator	79	Laboratory Technician – DSP&S	79
Computer Services Coordinator	114	Laboratory Technician – Earth Sciences	79
Computer Support Specialist	114	Laboratory Technician – Math Activities Resource Center	79
Coordinator, Health Careers Resource Center	112	Laboratory Technician – Math & Computer Sciences	79
Coordinator, Marketing & Communication	124	Laboratory Technician – Natural Sciences	79
Coordinator, Online Learning Support Center	124	Laboratory Technician – Photography	79
Coordinator, Professional & Organizational Development	124	Laboratory Technician – Physical Science & Engineering	79
Coordinator, Special Projects-Technology & Health	118	Laboratory Technician – Registered Vet Technician	79
Coordinator, Student Veterans Services & Scholarships	109	Laboratory Technician - Theater	79
Curriculum Specialist	112	Laboratory Technician – Welding	79
Database Administrator	126	Laboratory Technician II, Biological Sciences	86
Data Communications Technician	(113) 107	Lead Admissions and Registration Clerk	59
Driver – DSP&S	45	Lead Computer Operator	96
DSP&S Computer Technician	88	Lead International Students Specialist	81
Early Child Development Specialist I, II	79, 88	Lead Printing Operations	95
Educational Advisor	(103) 95	Lead Printing Services	98
Educational Research Assessment Analyst	107	Lead Technician, Broadcast & Audio	114
Educational Technology Coordinator	124	Lead Technician, Data Communications	124
Employment Specialist	81	Lead Technician, Telecommunications & Networking	114
EOPS Outreach Specialist	53	Learning Lab Assistant I, II	62, 72
EOPS Tutorial/Peer Counselor Supervisor	53	Learning Lab Coordinator	88
Equipment Technician – Electronics	95	Learning Resources Computer Technician	88

MT. SAN ANTONIO COLLEGE
APPENDIX A (7/1/10)
SALARY SCHEDULE ASSIGNMENTS FOR
CLASSIFIED EMPLOYEES – CSEA. CHAPTER 262, UNIT A

CLASSIFICATION	RANGE	CLASSIFICATION	RANGE
Learning Resources Technician	62	Senior Systems Programmer	126
Library Page	01	Senior Tool Keeper	81
Library Technician I, II, III	52, 71, 79	Skills Lab Support Specialist	86
Mail Room Operator	62	Skills Lab Technician	79
Matriculation Supervisor, (ESL Non-Credit)	112	Small Business Development Center Assistant	93
Media Services Coordinator	88	Specialist: Contract Services – CalWORK’s	81
Mentor Coordinator	71	Specialist: Job Placement, DSP&S (Temp.)	103
Mid-Range Systems Programmer	124	Staff Nurse	(113) 105
Network Administrator	124	Student Account Clerk	45
Network Support Specialist	107	Student Account Technician	68
Office Assistant	45	Student Activities Coordinator	105
Office Supervisor, ESL	79	Student Relations Specialist	81
Office Supervisor, SBDC	79	Student Services Outreach Specialist	59
Office Supervisor, RHORC	79	Student Services Program Specialist	79
Office Supervisor, Welcome Back Program	105	Student Specialist	79
Parent Education Preschool Assistant	23	Supervisor, Admissions & Records	112
Parking Officer	71	Supervisor, Emeritus Program	112
Parking/Security Technician	77	Supervisor, ESL	112
PE/Athletic Technician I, II	60, 63	Supervisor, Financial Aid	112
Performing Arts Services Coordinator	88	Supervisor, Health Occupations & Resources Lab	112
Printing Services Specialist	69	Supervisor, High School Program	112
Printing Services Technician I, II	70, 73	Supervisor, Language Learning Center	112
Project Administrator	126	Supervisor, VESL	112
Project/Program Specialist	79	Supplemental Instruction Program Specialist	95
Project/Program Coordinator	95	Systems Analyst/Programmer	114
Publications Technician	81	Systems Programmer	124
Public Information Assistant	81	Teaching Assistant	79
Public Information Specialist	88	Teaching/Learning Technology Specialist	124
Public Safety Officer	88	Technician, Audio Visual Repair	88
Purchasing Specialist	95	Technician I and III, Event Services	68, 89
Receptionist/Clerical Assistant	59	Technician, Performing Arts Operations	108
Registered Nurse Practitioner	126	Technician, Performing Arts (Master Electrician)	108
Registration Specialist	88	Technician, Performing Arts (Stage Mgr Master Carpenter)	108
Research Analyst	107	Technician, Telecommunications & Networking	107
Research Assistant	96	Telephone Operator, Receptionist	53
Risk Management Specialist	88	Television Production Specialist	79
Scholarship Program Specialist	88	Test Administration Assistant	77
Secretary	81	Test Administration Clerk	62
Senior Buyer	88	Training & Applications Specialist	105
Senior Graphic Designer	114	Transfer Specialist	95
Senior Help Desk/Network Support Technician	95	Tutorial Services Assistant I	45
Senior Interpreter	88	Tutorial Services Assistant II	52
Senior Research Analyst	124	Tutorial Services Specialist	88
Senior Systems Analyst/Programmer	124	Veterans Service Specialist	78

MT. SAN ANTONIO COLLEGE
APPENDIX A (7/1/10)
SALARY SCHEDULE ASSIGNMENTS FOR
CLASSIFIED EMPLOYEES – CSEA. CHAPTER 262, UNIT A

CLASSIFICATION	RANGE	CLASSIFICATION	RANGE
Vocational Outreach Specialist	105	Web Developer	79
Webmaster	114	Web Support Specialist	114
Web Designer	88		

MT. SAN ANTONIO COLLEGE
APPENDIX B
SALARY SCHEDULE FOR CLASSIFIED EMPLOYEES
CSEA., CHAPTER 262, UNIT A
Effective July 1, 2010 – June 30, 2011

<u>Range</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Range</u>
1	1,686.56	1,770.89	1,859.43	1,952.40	2,050.03	2,152.52	1
2	1,703.42	1,788.59	1,878.02	1,971.92	2,070.51	2,174.03	2
3	1,720.47	1,806.48	1,896.81	1,991.65	2,091.22	2,195.79	3
4	1,737.67	1,824.55	1,915.77	2,011.56	2,112.14	2,217.74	4
5	1,755.05	1,842.80	1,934.93	2,031.67	2,133.26	2,239.92	5
6	1,772.59	1,861.22	1,954.29	2,052.00	2,154.60	2,262.33	6
7	1,790.32	1,879.84	1,973.82	2,072.52	2,176.14	2,284.96	7
8	1,808.22	1,898.63	1,993.58	2,093.25	2,197.92	2,307.81	8
9	1,826.31	1,917.63	2,013.51	2,114.19	2,219.91	2,330.89	9
10	1,844.58	1,936.80	2,033.65	2,135.34	2,242.10	2,354.21	10
11	1,863.03	1,956.18	2,053.99	2,156.70	2,264.53	2,377.76	11
12	1,881.65	1,975.73	2,074.52	2,178.24	2,287.16	2,401.51	12
13	1,900.48	1,995.50	2,095.28	2,200.05	2,310.04	2,425.55	13
14	1,919.47	2,015.45	2,116.22	2,222.04	2,333.14	2,449.81	14
15	1,938.67	2,035.60	2,137.37	2,244.24	2,356.45	2,474.28	15
16	1,958.06	2,055.96	2,158.76	2,266.70	2,380.04	2,499.05	16
17	1,977.63	2,076.51	2,180.34	2,289.37	2,403.84	2,524.02	17
18	1,997.41	2,097.28	2,202.15	2,312.25	2,427.85	2,549.25	18
19	2,017.39	2,118.25	2,224.17	2,335.38	2,452.15	2,574.75	19
20	2,037.55	2,139.43	2,246.41	2,358.73	2,476.66	2,600.50	20
21	2,057.93	2,160.82	2,268.86	2,382.31	2,501.42	2,626.49	21
22	2,078.51	2,182.44	2,291.56	2,406.15	2,526.45	2,652.77	22
23	2,099.30	2,204.27	2,314.48	2,430.20	2,551.72	2,679.30	23
24	2,120.30	2,226.31	2,337.64	2,454.51	2,577.24	2,706.12	24
25	2,141.50	2,248.57	2,361.00	2,479.05	2,603.00	2,733.15	25
26	2,162.91	2,271.06	2,384.62	2,503.85	2,629.04	2,760.49	26
27	2,184.54	2,293.77	2,408.45	2,528.88	2,655.31	2,788.08	27
28	2,206.39	2,316.70	2,432.54	2,554.16	2,681.87	2,815.95	28
29	2,228.45	2,339.86	2,456.87	2,579.70	2,708.69	2,844.13	29
30	2,250.73	2,363.27	2,481.43	2,605.49	2,735.77	2,872.56	30
31	2,273.24	2,386.91	2,506.25	2,631.56	2,763.13	2,901.29	31
32	2,295.97	2,410.77	2,531.31	2,657.88	2,790.77	2,930.31	32
33	2,318.94	2,434.88	2,556.63	2,684.46	2,818.69	2,959.62	33
34	2,342.12	2,459.23	2,582.20	2,711.31	2,846.88	2,989.23	34
35	2,365.55	2,483.83	2,608.03	2,738.43	2,875.34	3,019.12	35
36	2,389.21	2,508.67	2,634.10	2,765.81	2,904.10	3,049.30	36
37	2,413.09	2,533.74	2,660.43	2,793.45	2,933.13	3,079.79	37
38	2,437.23	2,559.09	2,687.05	2,821.40	2,962.47	3,110.59	38
39	2,461.60	2,584.68	2,713.92	2,849.62	2,992.09	3,141.70	39
40	2,486.22	2,610.53	2,741.06	2,878.11	3,022.02	3,173.13	40
41	2,511.08	2,636.62	2,768.46	2,906.89	3,052.22	3,204.83	41
42	2,536.18	2,663.00	2,796.15	2,935.96	3,082.75	3,236.90	42
43	2,561.55	2,689.62	2,824.11	2,965.32	3,113.59	3,269.26	43
44	2,587.16	2,716.52	2,852.35	2,994.97	3,144.73	3,301.96	44

MT. SAN ANTONIO COLLEGE
APPENDIX B
SALARY SCHEDULE FOR CLASSIFIED EMPLOYEES
CSEA., CHAPTER 262, UNIT A
Effective July 1, 2010 – June 30, 2011

45	2,613.04	2,743.69	2,880.86	3,024.91	3,176.15	3,334.96	45
46	2,639.17	2,771.12	2,909.68	3,055.17	3,207.93	3,368.33	46
47	2,665.56	2,798.84	2,938.78	3,085.73	3,240.01	3,402.01	47
48	2,692.21	2,826.82	2,968.17	3,116.58	3,272.41	3,436.03	48
49	2,719.13	2,855.08	2,997.84	3,147.73	3,305.12	3,470.38	49
50	2,746.32	2,883.64	3,027.82	3,179.21	3,338.17	3,505.08	50
51	2,773.79	2,912.48	3,058.10	3,211.01	3,371.57	3,540.15	51
52	2,801.53	2,941.61	3,088.68	3,243.12	3,405.26	3,575.54	52
53	2,829.53	2,971.02	3,119.57	3,275.56	3,439.33	3,611.30	53
54	2,857.84	3,000.72	3,150.77	3,308.30	3,473.71	3,647.39	54
55	2,886.41	3,030.74	3,182.28	3,341.40	3,508.46	3,683.88	55
56	2,915.28	3,061.05	3,214.11	3,374.82	3,543.56	3,720.73	56
57	2,944.43	3,091.66	3,246.24	3,408.56	3,578.98	3,757.92	57
58	2,973.89	3,122.58	3,278.70	3,442.64	3,614.77	3,795.51	58
59	3,003.63	3,153.81	3,311.50	3,477.08	3,650.93	3,833.48	59
60	3,033.66	3,185.35	3,344.60	3,511.84	3,687.43	3,871.80	60
61	3,064.00	3,217.21	3,378.08	3,546.98	3,724.32	3,910.54	61
62	3,094.65	3,249.37	3,411.85	3,582.44	3,761.56	3,949.64	62
63	3,125.60	3,281.89	3,445.98	3,618.28	3,799.19	3,989.15	63
64	3,156.86	3,314.70	3,480.43	3,654.46	3,837.18	4,029.04	64
65	3,188.43	3,347.84	3,515.24	3,691.00	3,875.55	4,069.32	65
66	3,220.31	3,381.33	3,550.39	3,727.91	3,914.31	4,110.03	66
67	3,252.52	3,415.14	3,585.90	3,765.19	3,953.45	4,151.13	67
68	3,285.04	3,449.29	3,621.76	3,802.85	3,992.99	4,192.63	68
69	3,317.89	3,483.79	3,657.98	3,840.88	4,032.92	4,234.56	69
70	3,351.07	3,518.63	3,694.56	3,879.29	4,073.25	4,276.91	70
71	3,384.59	3,553.81	3,731.50	3,918.08	4,113.98	4,319.67	71
72	3,418.43	3,589.35	3,768.82	3,957.27	4,155.13	4,362.88	72
73	3,452.63	3,625.26	3,806.52	3,996.85	4,196.69	4,406.52	73
74	3,487.15	3,661.51	3,844.58	4,036.82	4,238.67	4,450.59	74
75	3,522.03	3,698.13	3,883.04	4,077.18	4,281.05	4,495.09	75
76	3,557.24	3,735.10	3,921.86	4,117.95	4,323.85	4,540.04	76
77	3,592.82	3,772.45	3,961.08	4,159.14	4,367.10	4,585.45	77
78	3,628.74	3,810.18	4,000.68	4,200.72	4,410.75	4,631.30	78
79	3,665.04	3,848.28	4,040.69	4,242.74	4,454.88	4,677.62	79
80	3,701.68	3,886.75	4,081.10	4,285.16	4,499.42	4,724.39	80
81	3,738.70	3,925.63	4,121.92	4,328.02	4,544.42	4,771.63	81
82	3,776.09	3,964.89	4,163.13	4,371.28	4,589.85	4,819.34	82
83	3,813.84	4,004.54	4,204.76	4,415.00	4,635.74	4,867.53	83
84	3,851.98	4,044.57	4,246.81	4,459.15	4,682.10	4,916.21	84
85	3,890.50	4,085.02	4,289.28	4,503.74	4,728.93	4,965.39	85
86	3,929.41	4,125.89	4,332.18	4,548.79	4,776.21	5,015.03	86
87	3,968.71	4,167.15	4,375.51	4,594.28	4,823.99	5,065.20	87
88	4,008.39	4,208.82	4,419.26	4,640.22	4,872.23	5,115.84	88
89	4,048.48	4,250.91	4,463.44	4,686.62	4,920.95	5,166.99	89
90	4,088.97	4,293.41	4,508.09	4,733.50	4,970.18	5,218.69	90
91	4,129.85	4,336.35	4,553.17	4,780.84	5,019.88	5,270.88	91

MT. SAN ANTONIO COLLEGE
APPENDIX B
SALARY SCHEDULE FOR CLASSIFIED EMPLOYEES
CSEA., CHAPTER 262, UNIT A
Effective July 1, 2010 – June 30, 2011

92	4,171.16	4,379.72	4,598.70	4,828.63	5,070.06	5,323.56	92
93	4,212.86	4,423.51	4,644.69	4,876.92	5,120.77	5,376.81	93
94	4,255.00	4,467.75	4,691.14	4,925.69	5,171.97	5,430.57	94
95	4,297.55	4,512.43	4,738.04	4,974.95	5,223.70	5,484.89	95
96	4,340.52	4,557.55	4,785.43	5,024.69	5,275.93	5,539.72	96
97	4,383.94	4,603.13	4,833.28	5,074.96	5,328.71	5,595.14	97
98	4,427.76	4,649.16	4,881.62	5,125.70	5,381.99	5,651.08	98
99	4,472.04	4,695.64	4,930.42	5,176.94	5,435.80	5,707.58	99
100	4,516.76	4,742.59	4,979.73	5,228.72	5,490.15	5,764.65	100
101	4,561.92	4,790.02	5,029.52	5,281.00	5,545.05	5,822.30	101
102	4,607.55	4,837.93	5,079.82	5,333.81	5,600.51	5,880.53	102
103	4,653.63	4,886.31	5,130.63	5,387.16	5,656.51	5,939.34	103
104	4,700.16	4,935.16	5,181.92	5,441.02	5,713.07	5,998.73	104
105	4,747.16	4,984.52	5,233.74	5,495.43	5,770.21	6,058.72	105
106	4,794.63	5,034.37	5,286.08	5,550.38	5,827.90	6,119.30	106
107	4,842.57	5,084.70	5,338.94	5,605.89	5,886.19	6,180.50	107
108	4,891.00	5,135.55	5,392.33	5,661.95	5,945.04	6,242.30	108
109	4,939.91	5,186.91	5,446.26	5,718.57	6,004.49	6,304.72	109
110	4,989.31	5,238.77	5,500.72	5,775.76	6,064.55	6,367.76	110
111	5,039.21	5,291.17	5,555.72	5,833.51	6,125.18	6,431.44	111
112	5,089.60	5,344.08	5,611.28	5,891.86	6,186.44	6,495.76	112
113	5,140.50	5,397.52	5,667.39	5,950.76	6,248.30	6,560.72	113
114	5,191.91	5,451.50	5,724.07	6,010.27	6,310.79	6,626.32	114
115	5,243.82	5,506.01	5,781.31	6,070.37	6,373.90	6,692.59	115
116	5,296.26	5,561.07	5,839.12	6,131.08	6,437.64	6,759.51	116
117	5,349.22	5,616.68	5,897.50	6,192.38	6,502.01	6,827.11	117
118	5,402.71	5,672.84	5,956.48	6,254.30	6,567.02	6,895.37	118
119	5,456.73	5,729.57	6,016.05	6,316.86	6,632.70	6,964.34	119
120	5,511.30	5,786.86	6,076.21	6,380.03	6,699.02	7,033.98	120
121	5,566.41	5,844.74	6,136.97	6,443.82	6,766.01	7,104.32	121
122	5,622.07	5,903.17	6,198.33	6,508.25	6,833.66	7,175.33	122
123	5,678.29	5,962.20	6,260.31	6,573.34	6,902.01	7,247.10	123
124	5,735.07	6,021.83	6,322.91	6,639.06	6,971.02	7,319.57	124
125	5,792.43	6,082.04	6,386.15	6,705.45	7,040.73	7,392.77	125
126	5,850.35	6,142.87	6,450.01	6,772.51	7,111.13	7,466.69	126



Classified Employee Evaluation Form

Employee Name		Date:
Classification		
Department		
*Evaluation Period	Probationary <input type="checkbox"/> Permanent Yearly <input type="checkbox"/> From _____ To _____	

*Evaluation Period not to exceed a twelve (12) month period

Evaluation Factors (circle the appropriate quality for each evaluation factor)

Use comments to describe employee's strengths, weaknesses, and accomplishments that meet and exceed expectations. Evaluation factors should be based on the employee's job description. The examples provided may or may not apply to a particular employee. Ratings of *Needs to Improve* must be substantiated by comments and a written plan for improvement.

XE = Exceeds Expectations • ME = Meets Expectations • NI = Needs Improvement • NA = Not Applicable

1	Quality of Work	XE	ME	NI	NA
Examples: produces accurate work • produces neat work • performs work thoroughly • expresses self well verbally and in writing					

Comments: Traits personally observed upon which evaluation is based. Use separate page if more space is needed.
<hr/> <hr/> <hr/>
Action: Indicate actions necessary for employee to improve in this area, including timeframe for completion.
<hr/> <hr/> <hr/>

2	Quantity of Work	XE	ME	NI	NA
Examples: completes work assigned • completes work on time • manages a variety of tasks/projects • demonstrates initiative					

Comments: Traits personally observed upon which evaluation is based. Use separate page if more space is needed.
<hr/> <hr/> <hr/>
Action: Indicate actions necessary for employee to improve in this area, including timeframe for completion.
<hr/> <hr/> <hr/>

Evaluation Factors (circle the appropriate quality for each evaluation factor)

Use comments to describe employee's strengths, weaknesses, and accomplishments that meet and exceed expectations. Evaluation factors should be based on the employee's job description. The examples provided may or may not apply to a particular employee. Ratings of *Needs to Improve* must be substantiated by comments and a written plan for improvement.

XE = Exceeds Standards • ME = Meets Standards • NI = Needs Improvement • NA = Not Applicable

3	Work Habits	XE	ME	NI	NA
Examples: attends work regularly • observes work hours • complies with instructions • demonstrates knowledge of district policies and procedures • organizes and completes work in allotted time					

Comments: Traits personally observed upon which evaluation is based. Use separate page if more space is needed.
Action: Indicate actions necessary for employee to improve in this area, including timeframe for completion.

4	Personal Relations	XE	ME	NI	NA
Examples: gets along with fellow employees • demonstrates effective teamwork • demonstrates willingness to help others in a cordial demeanor • effectively resolves difficult situations					

Comments: Traits personally observed upon which evaluation is based. Use separate page if more space is needed.
Action: Indicate actions necessary for employee to improve in this area, including timeframe for completion.

Evaluation Factors (circle the appropriate quality for each evaluation factor)

Use comments to describe employee's strengths, weaknesses, and accomplishments that meet and exceed expectations. Evaluation factors should be based on the employee's job description. The examples provided may or may not apply to a particular employee. Ratings of *Needs to Improve* must be substantiated by comments and a written plan for improvement.

XE = Exceeds Standards • ME = Meets Standards • NI = Needs Improvement • NA = Not Applicable

5	Initiative	XE	ME	NI	NA
Examples: understands and accepts new situations • performs well with minimal instruction • makes sound decisions in absence of detailed instructions or direct supervision • keeps supervisor informed of status of assigned work					

Comments: Traits personally observed upon which evaluation is based. Use separate page if more space is needed.
Action: Indicate actions necessary for employee to improve in this area, including timeframe for completion.

6	Supervisory Skills (if applicable)	XE	ME	NI	NA
Examples: plans projects effectively • assigns projects to others effectively • demonstrates effective leadership • provides instruction and training effectively when required • treats supervised personnel fairly					

Comments: Traits personally observed upon which evaluation is based. Use separate page if more space is needed.
Action: Indicate actions necessary for employee to improve in this area, including timeframe for completion.



GRIEVANCE FORM

CSEA Chapter 262 Collective Bargaining Agreement, Article 16.02.1: A grievance is a claim by a grievant that there has been a violation, misinterpretation, or misapplication of a provision in this Agreement.

Filing Date: Level 1 Level 2 Level 3 Arbitration

Date of alleged violation:

Name of Grievant (print): Ext.:

Classification / Department :

Supervisor: Ext.:

Article(s) Violated:

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

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

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

Grievant's Signature: _____ Date: _____

CSEA Representative: _____ Date: _____

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

District's Decision:

District Employee Rendering Decision

Date

MT. SAN ANTONIO COLLEGE

APPENDIX E

**HOLIDAYS FOR
CLASSIFIED EMPLOYEES – CSEA 262**

HOLIDAY	2008 – 2009	2009 – 2010	2010 – 2011
Independence Day	Friday, July 4	Friday, July 3	Monday, July 5
Labor Day	Monday, September 1	Monday, September 7	Monday, September 6
Veteran’s Day	Thursday, November 11	Wednesday, November 11	Friday, November 12
Thanksgiving Day	Thursday, November 27	Thursday, November 26	Thursday, November 25
Day After Thanksgiving	Friday, November 28	Friday, November 27	Friday, November 26
Winter Recess	None	Wednesday, December 23	Wednesday, December 22
Winter Recess	Wednesday, December 24	Thursday, December 24	Thursday, December 23
Winter Recess	Thursday, December 25	Friday, December 25	Friday, December 24
Winter Recess	Friday, December 26	Monday, December 28	Monday, December 27
Winter Recess	Monday, December 29	Tuesday, December 29	Tuesday, December 28
Winter Recess	Tuesday, December 20	Wednesday, December 30	Wednesday, December 29
Winter Recess	Wednesday, December 31	Thursday, December 31	Thursday, December 30
Winter Recess	Thursday, January 1	Friday, January 1	Friday, December 31
Martin Luther King, Jr. Day	Monday, January 19	Monday, January 18	Monday, January 17
Lincoln’s Birthday	Friday, February 13	Friday, February 12	Friday, February 18
President’s Day	Monday, February 16	None	Monday, February 21
Washington’s Birthday	None	Monday, February 15	None
Cesar Chavez Day	Tuesday, March 31	Wednesday, March 31	Thursday, March 31
Memorial Day	Monday, May 25	Monday, May 31	Monday, May 30
Floating Holiday	07.01.08 – 12.31.08 One 01.01.09 – 06.30.09 One 07.01.08 – 06.30.09 One	07.01.09 – 06.30.10 Two	07.01.10 – 06.30.11 Two
Total	20	20	20

APPENDIX F

DEFINITIONS

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

SIGNATURE PAGE

The Mt. San Antonio Community College District and the California School Employees Association, Chapter 262 entered into a comprehensive Agreement for the period July 23, 2009 through October 7, 2010. The parties hereby jointly agree to modify such Agreement for the purpose of establishing a successor Agreement for the period July 1, 2008 through June 30, 2011. The parties hereby jointly agree to the modifications which are incorporated into this Agreement.

IN WITNESS THEREOF the parties execute this Agreement on the ____ day of _____, 2011 to become effective on the first day of July, 2008.

FOR BOARD OF TRUSTEES

FOR CSEA, CHAPTER 262:

Chairperson, Board Bargaining Team

Chairperson, CSEA 262 Bargaining Team

Member, Board Bargaining Team

Member, CSEA 262 Bargaining Team

Member, CSEA 262 Bargaining Team

Member, CSEA 262 Bargaining Team

Member, CSEA 262 Bargaining Team

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