

Agreement

between

Riverside Community College District

and

Riverside Community College Classified Employees

Chapter #535



An Affiliate of

California School Employees Association

2005-2008

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AGREEMENT

This Agreement is made and entered into this 22nd day June, Two Thousand Five, by and between Riverside Community College District (hereinafter called the “District”) and the Riverside Community College Classified Employees, Chapter #535, California School Employees’ Association (hereinafter called the “Association”).

SIGNATURE PAGE

This edition of the Agreement between the Riverside Community College District and the Riverside Community College Classified Employees, Chapter #535, CSEA, is the agreement dated June 22, 2005, as amended by all Memoranda of Agreement signed by the District between October 21, 1993 and June 22, 2005.

Reviewed and approved:

FOR THE DISTRICT:

FOR THE ASSOCIATION:

Salvatore G. Rotella
Chancellor
Riverside Community College District

Michelle Davila
President, Chapter 535
CSEA

Date

Date

Article I –

RECOGNITION

- A. The Riverside Community College District hereby recognizes the Riverside Community College Classified Employees, Chapter #535, California School Employees Association, as the exclusive collective bargaining representative for the employees in the unit described below.

All classified employees employed by the District in the following classifications:

Academic Evaluations Specialist
Accommodations Specialist
Account Clerk
Accounting Clerk
Accounting Services Clerk
Accounting Technician
Accounting Technician II
Accounts Payable Specialist
Adaptive Technology - Alternative Media Support Coordinator
Adaptive Technology Specialist
Administrative Assistant
Admissions Clerk I
Admissions Clerk II
Admissions Clerk III
Analyst Programmer
Assistant Cashier/Clerk
Application Support Technician
Assistant Equipment Manager/Trainer
Assistant Textbook Buyer
Assistant to the Coordinator, International Education Program
Assistant to the Director/Producer, Performance Riverside
Athletic Equipment Manager
Athletic Field Caretaker
Audio Visual Technician
Auditorium Specialist
Auxiliary Business Services Bookkeeper
Bookstore Cashier Clerk
Bookstore Lead Cashier/Promotions Clerk
Bookstore Supply Clerk
Budget Control Clerk
Business Development Assistant
Cablecast/Satellite Production Specialist
Cashier Clerk
Certified Athletic Trainer
Clerk Typist
College Receptionist
College Relations & Special Projects/Sports Info Publicist
College Relations & Special Projects Technician
College Safety & Police Dispatch Clerk

All classified employees employed by the District in the following classifications:

Communication Services Duplicating Clerk
Communication Services Specialist
Community Education Clerk
Community Services Assistant
Computer Laboratory Assistant
Computer Laboratory Coordinator
Coordinator, CalWorks Child Development Careers Project
Coordinator, College Relations & Special Projects
Coordinator, Marketing
Coordinator, RCC Foundation
Cosmetology Clerk
Cosmetology Receptionist/Cashier
Counseling Clerk I
Counseling Clerk II
Counseling Clerk III
Custodian
Designer/Technical Director
Disabled Student Services Specialist
Economic Development Assistant
Educational Advisor
Educational Technologies Trainer
EOPS Specialist
Facilities & Planning Specialist
Financial Services Analyst
Financial Services Clerk
Financial Services Officer
Financial Services Specialist
Financial Services Systems Analyst
Financial Clerk
Floor Crew
Food Service Inventory Clerk
Food Service Worker I
Food Service Worker II
Food Service Worker III
Food Service Worker IV
General Theater Manager
Grant & Contract Compliance Manager
Grant & Contract Specialist
Grant Project Assistant
Grant Project Webmaster
Grantswriter
Grounds Equipment Repairperson/Operator
Groundsperson
Gymnasium Attendant
Institutional Research Specialist

All classified employees employed by the District in the following classifications:

Instructional Department Specialist
Instructional Media Assistant
Instructional Media/Broadcast Technician
Instructional Media Clerk
Instructional Media Specialist
Instructional Media Technician
Instructional Support Specialist
International Affairs & Protocol Assistant
International Students & Programs Specialist
International Trade Assistant
Interpreter
Interpreter Specialist
Inventory Clerk
Job Development Specialist
Job Placement Technician
Junior Account Clerk
Laboratory Technician
Learning Disabilities Paraprofessional
Learning Resources Assistant
Library Assistant
Library Clerk I
Library Clerk II
Library/IMC Operations Coordinator
Library Systems Coordinator
Library Technical Assistant I
Library Technical Assistant II
Mail Distribution Coordinator
Mailroom Clerk
Maintenance Helper
Maintenance Mechanic
Matriculation Program Assistant
Media Services Repair Technician
Microcomputer Support Specialist
Microcomputer Support Technician
Multi-Media Graphic Artist
Multi-Media Operations Specialist
Music Specialist
Network Specialist
Nursing Admissions Coordinator
Occupational Education Specialist
Officer, Safety & Police
On-Line Educational Development Specialist
Operations Technician
Outreach Specialist

All classified employees employed by the District in the following classifications:

Outreach/Passport to College Coordinator
Outreach & Recruitment Services Specialist
Parking Administrative Clerk
Personnel Clerk
Planning & Development Technical Assistant
Procurement Specialist
Production Coordinator
Production Graphic Designer
Production Printer
Production Printing Specialist
Production Typesetter
Programmer/Developer
Project Leader
Proofreader
Properties & Outreach Specialist
Purchasing Clerk
Purchasing Specialist
Reading Paraprofessional
Registration Clerk/Community Services
Revenue/Accounts Receivable Clerk
Secretary/Disabled Student Services
Secretary I
Secretary II
Secretary III
Secretary IV
Senior Applied Technologist
Senior Custodian
Senior Financial Services Analyst
Senior Groundsperson
Senior Interpreter
Senior Officer, Safety & Police
Senior Tool Room Attendant
Special Events Coordinator
Sprinkler Repairperson
Student Employment Personnel Clerk
Student Services Admissions & Records Specialist
Student Services Specialist
Student Services Technology Support Specialist
Support Services Specialist
Swimming Pool Caretaker
Switchboard Operator
Systems Administrator
Talent Search Coordinator
Technical Assistant
Telephone Systems/Account Clerk

All classified employees employed by the District in the following classifications:

Television Production Studio Specialist
Television Studio Technician
Theater Box Office Specialist
Theater Operations Assistant
Theater Operations Director
Theater Public Relations & Development Coordinator
Theater Scenic Specialist
Tool Room Attendant
Transportation Coordinator
Truck Driver
Tutorial Services Clerk
Tutorial Services Specialist
User Support Coordinator
Vending Service Technician
Veterans Clerk Typist
Veterans Services Technician
Warehouse Assistant
Word Processing Clerk I
Word Processing Clerk II
Word Processing Operator
Word Processing Operator/Evening Coordinator
WorkAbility III Clerk
WorkAbility III Job Developer
Writing Center Coordinator

This list excludes management, supervisory and confidential positions, substitutes, short-term employees, consultants, professional experts, independent contractors and all other positions not designated above, which include but are not limited to:

EXEMPT CLASSIFIED EMPLOYEES:

4faculty.org Project Manager
Administrative Assistant
Administrative Assistant to the Provost
Administrative Assistant, Finance
Administrative Assistant, Office of the President
Administrative Secretary for the Board of Trustees
Administrative Secretary II
Administrative Secretary III
Assistant Custodial Manager
Assistant Director, Admissions & Records
Assistant Director, Applied Technology
Assistant Director, College Safety & Police
Assistant Director, Financial Services
Assistant Director, Food Services
Assistant Director, Information Services Operations
Assistant Director, Operations

EXEMPT CLASSIFIED EMPLOYEES (Continued)

Assistant Director, RCC Foundation
Assistant Director, Student Financial Services
Assistant Director, Upward Bound
Assistant Grounds Manager
Assistant Manager, Communication Services Center
Associate Dean, Academic and Student Affairs
Associate Dean, Admissions and Records
Associate Dean, Early Childhood Education
Associate Dean, Financial Services
Associate Dean, Governmental Relations, Grants and Contracts
Associate Dean, Occupational Education
Associate Dean, Public Safety Education and Training
Associate Dean, Teacher Preparation and Education Programs
Associate Director, Grant and Contract Services
Associate Director, Institutional Research
Associate Vice Chancellor, Facilities
Associate Vice Chancellor, Finance
Associate Vice Chancellor, Human Resources
Associate Vice Chancellor, Information Services
Associate Vice Chancellor, Institutional Effectiveness
Associate Vice Chancellor, Instruction
Associate Vice Chancellor, Public Affairs & Institutional Advancement
Associate Vice Chancellor, Student Services
Auxiliary Business Services Manager
Budget Control Specialist
Campus Administrative Support Center Manager
Chancellor
Communication Services Center Manager
Community Education Supervisor
Community Relations Supervisor
Contracts Manager
Custodial Manager
Data Warehouse Manager
Dean, Academic and Student Affairs
Dean, Early Childhood Programs
Dean of Education
Dean of Faculty Affairs
Dean of Instruction
Dean, Economic Development
Dean, Library/Learning Resources
Dean, Matriculation
Dean, Occupational Education
Dean, Open Campus
Dean, Public Safety Education and Training
Dean, Student Services
Dean, Workforce Preparation

EXEMPT CLASSIFIED EMPLOYEES (Continued)

Dean/Director, Nursing Education
Dean/Director, Institutional Reporting and Academic Services
Director, Accounting Services
Director, Administrative Services
Director, Administrative Support Center
Director, Admissions & Records
Director, Affirmative Action, Diversity & Equity/Asst to the President
Director, Athletics
Director, Auxiliary Business Services
Director, Bookstore
Director, Center for Applied Competitive Technology
Director, Center for International Students & Programs
Director, Chief of College Safety & Police
Director, Communications and Web Development
Director, Corporate and Business Development
Director, Distance Education
Director, Diversity, Equity and Compliance/Assistant to the Chancellor
Director, EOPS
Director of Facilities/Facilities Planning and Projects
Director, Facilities/Operations & Maintenance
Director, Fire Technology/Fire Academy Program
Director, Food Services
Director, Foster Care & Independent Living Skills
Director, Foundation
Director, Grant & Contract Services
Director, Hospitality/Culinary Arts Program
Director, Information Services
Director, Institutional Research
Director, Marketing
Director, Middle College High School
Director, Passport Plus
Director, Procurement Assistance Center
Director, Purchasing/Accounts Payable
Director, RCC Foundation and Alumni Affairs
Director, Service Learning
Director, Software Development
Director, Sports Information/ Athletic Event Supervisor
District Controller
District Dean, Admissions and Records
District Dean, Disabled Student Programs and Services
District Dean, Physical Education and Athletics
District Dean, Student Financial Services
District Director, Health Services
District Director, Administrative Services
Executive Assistant to the Chancellor and Chief of Staff
Executive Dean, School of the Arts
Executive Dean, Technology and Learning Resources

EXEMPT CLASSIFIED EMPLOYEES (Continued)

Executive Director/Producer, Performance Riverside Community College
Facilities Manager/Facilities Planning and Environmental Health/Safety
Facilities Manager, Grounds and Projects
Facilities/Project Manager
Human Resources Administrative Manager
Human Resources Specialist I
Human Resources Specialist II
Human Resources Specialist III
Instructional Media Center Manager
Insurance Technician
International Trade Specialist
Junior Payroll Clerk
Library/Learning Resources Administrative Manager
Manager, Grant and Contract Compliance
Manager, Grounds
Manager, Maintenance
Manager, Maintenance Site
Manager, Network
Maintenance Manager
Maintenance Site Manager
Microcomputer Support Supervisor
Network Manager
Outcomes Assessment Specialist
Parenting and Wellness Education Supervisor
Parking Services Manager
Payroll Clerk
Payroll Supervisor
Project Director, Gateway to College
Project Director, Developing Hispanic Service Institutions Grant
Provost
Purchasing Manager
Statewide Director, Center for International Trade Development
Supervisor, Payroll
Supervisor/Sergeant, Safety & Police
Talent Search Director
TRIO Director
User Support Coordinator
Vice Chancellor, Academic Affairs
Vice Chancellor, Administration and Finance
Vice Chancellor, Student Services
Vice President, Business Services
Warehouse Supervisor
Web Manager
Workforce Preparation Grants and Contracts Manager
World Trade Center Supervisor

- B. The parties agree that the unit as described in the foregoing paragraphs is appropriate and that neither party will unilaterally seek clarification or amendment of the unit, either as to specific exclusions (absent a significant reduction hereafter in their confidential, supervisorial or managerial duties) or the enumerated inclusions.
- C. Disputes concerning the interpretation and application of this Article are not subject to the grievance procedure in this Agreement. The inclusion or exclusion of new classifications created or added shall be subject to negotiation between the District and the Association, and any disputes shall be submitted to the Public Employment Relations Board.
- D. All references to the term “Chancellor” shall be interpreted to include the “Chancellor or his/her designee.”

Article II -

MANAGEMENT RIGHTS

- A. All matters not within the scope of representation as set forth in the Government Code Section 3543.2, or not limited by the express terms of this Agreement, are reserved to the District. It is agreed that such reserved rights include, but are not limited to, the Board's sole right to manage the District and direct the work of its employees, to determine the method, means and services provided, to determine the staffing patterns and the number and kinds of personnel required, to determine the assignment goals, objectives and performance standards, to decide on the building, location or modification of a facility, to determine the budget and methods of raising revenue, to sub-contract work or operations except where prohibited by law, to maintain order and efficiency, to hire, assign, to evaluate, promote, discipline, discharge for cause, lay-off for lack of work, and transfer employees. All other rights of management not limited by the express language of this Agreement or government Code 3543.2 are also reserved to the District even though not enumerated above. The exercise of any such rights reserved to the District herein in a particular manner, or the non-exercise of any such rights, shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner.
- B. It is not the intention of the parties, in setting forth the above mentioned rights of management, to detract or diminish in any way the rights of the Association or of the unit members as set forth elsewhere in this Agreement. It is the parties' intention that the express provisions of this Agreement constitute the only contractual limitation upon the District's rights.
- C. In the event that the District hereafter establishes a new job classification or substantially changes the duties of an existing classification to which this Agreement applies, the District will notify the Association of its action and the rate of pay assigned to the new or substantially changed classification. If the Association is not in agreement with such rate, it has the right to challenge the assigned rate under the grievance-arbitration procedure within fifteen (15) working days after such notification. In the event any matter hereunder goes to arbitration, the rate assigned by the District shall not be recommended to be modified by the arbitrator unless he or she finds that the duties of the new or changed job classification involve skills, effort and responsibilities which are materially greater than those involved in any related classification which have or had the same or closely similar rate of pay. Any rate that is recommended to be modified by the Arbitrator shall not be retroactively applied past the date of the grievance and no rate can be established that is above an existing wage rate for a related job set forth in Exhibit D.
- D. Any dispute arising out of or connected with either the existence of or the exercise of any of the rights of the District as set forth above, or any other rights of the District not limited by the express language of this Agreement, or arising out of or connected with the effects of the exercise of any such rights, is not subject to the Grievance Procedure contained in this Agreement.
- E. The District retains the right to suspend policies and practices set forth in the Agreement in cases of emergency. An emergency is a sudden, generally unexpected, occurrence or occasion requiring immediate action. In the event of such suspension, the District agrees to meet and negotiate with respect thereto within a reasonable period of time.

Emergencies shall not be declared capriciously or arbitrarily, and any suspension pursuant to this section shall be terminated promptly, where it is feasible to do so, upon the end of the emergency. It is not the intent of the District to use this emergency clause to take away agreed upon classified salary and fringe benefit increases in order to fund salary increases for other employees.

Article III -

STATUTORY CHANGES

- A. It is the intent of the parties that where there is any inconsistency between the terms of this Agreement and any State or Federal statute or regulation, the terms of this Agreement shall control, unless required otherwise by law.

Article IV -

CONCERTED ACTIVITIES

- A. During the term of this Agreement neither the Association, its officers, agents, members, nor any employee will authorize, instigate, encourage, aid, condone, participate in, or engage in a strike, work stoppage, slow-down, sick-in, mass absenteeism or any similar kind of interruption of or interference with the operation of the District (including a picket line which has such effect), regardless of whether there is a claim by the Association of breach of this Agreement or a Federal or State law by the District.
- B. In the event of a strike, work stoppage, slow-down, sick-in, mass absenteeism, or any similar kind of interruption or interference with the operations of the District (including a picket line which has such effect), the Association shall promptly notify the employees that such action is a violation of this Agreement and promptly inform them that they are to return to work, and to take every reasonable effort to terminate the unauthorized action.
- C. Respecting any picket line established by any person or organization for any reason at any facility of the District by the Association or any employee, in concert or alone, during the term of this Agreement shall constitute a violation of this Article.
- D. The Board agrees that during the terms of this Agreement it will not engage in any lockout of bargaining unit employees.

Article V -

NEGOTIATION PROCEDURES

- A. Negotiation shall take place at mutually agreeable times and places. Pursuant to Section 3543.1(c) of the California Government Code, the Association and the District agree that the maximum number of representatives of the Association to receive released time without loss of compensation for the purpose of meeting and negotiating shall be four (4). The parties shall attempt to schedule negotiation meetings in such manner so that no more than one-half of the meeting time shall be released time without loss of compensation.

Article VI -

ASSOCIATION RIGHTS

- A. The Association shall have the right to post notices of Association activities and matters on designated employee bulletin boards. The Association may use appropriate mail boxes for communications with employees.
- B. The Association may request of the District the use of school equipment, buildings and facilities at reasonable hours, and permission shall not be unnecessarily withheld. Such equipment may include duplicating equipment, word processing equipment, calculating machines, computers, and audiovisual equipment when such equipment is not otherwise in use. Copy machines may be used for Association publications at the same cost charged to school programs. The Association may use the District's established electronic bulletin board to notify members of meetings, events, and training. Executive Board members may use the general District e-mail system to communicate with other members of the executive board on CSEA business.
- C. A copy of the Agreement will be provided by the District to each unit member. The cost thereof shall be borne by the District.
- D. Except as provided for in Article V, and Article XXIV, Section E, Association representatives shall not transact Association business during working hours, except where all employees involved are on a meal or other break. However, no more than two (2) representatives of the Association shall be permitted a collective maximum of sixteen (16) hours of paid leave of absence during each twelve month period covered by this Agreement to conduct Association business and/or to attend meetings/conferences appropriate to the Association. In addition, no more than four (4) representatives shall be permitted to use a collective maximum of 160 hours during each twelve month period covered by this Agreement to attend the Association's Annual Conference. Association representatives may choose to have eighty (80) of these hours deducted from their sick leave or to be taken as leave without pay. Eighty (80) will be considered leave with pay. A request for such leaves of absence shall be made in advance to the Chancellor, and it is understood that the Chancellor may deny a request where college operations would be detrimentally affected by granting the leave at the requested time.
- E. The District shall provide the Association a seniority roster prior to January 1st of each year. Upon request of the Association, the District shall make available to the Association any changes during the course of the year.
- F. The District shall provide the Association with the names, addresses, and phone numbers of all unit members on May 1 and November 1 of each year, subject to the right of employees to designate their address and phone numbers as confidential. The District shall also provide the Association with the names, addresses, and phone numbers of all new hires in positions within the bargaining unit.
- G. A copy of any layoff notice sent to an employee will be provided to the Association at the same time.

- H. The Association shall have the right to nominate two persons for one position on the District's Safety Committee. The President shall select one of such nominees to serve on such committee. Such nomination shall be communicated to the President by a duly executed resolution of the Association's Executive Committee.
- I. The District shall provide up to eight (8) hours per week reassigned time to the President of the Association or designee. In the event the Association President's job makes this difficult to accommodate, all or part may be designated by the Association President to another individual in the bargaining unit. The Association President shall consult with his/her supervisor and the Chancellor about the time frame within which the five (5) hours will be scheduled. The remaining three (3) hours will be coordinated with the supervisor. Should a designee be appointed by the Association President, that appointment shall be for the calendar year. If special circumstances arise preventing the designee from serving the entire year, the Association's President shall bring another appointment to the Chancellor. The Association representative will work with the area supervisor to determine when reassigned time is to be utilized so as not to adversely affect the District operation.
- J. The District agrees that in any investigatory interview with an employee which may lead to discipline of that employee, an Association representative will be allowed to be present if the employee so requests.
- K. The District will permit one (1) union meeting per academic year to be held during normal working hours for the purpose of ratification. In addition, the District will permit one (1) meeting per academic year, not to exceed one (1) hour during normal working hours with one (1) week's advance notice to the District. The District will permit one hour travel time if the meeting is to be held on a campus other than the unit member's primary work site.
- L. The District shall allow one and a half (1.5) hour per month scheduled time to eleven (11) Executive Board Officers of the Association for an Association Executive Board Meeting. In addition, one hour travel time will be provided for those Executive Board Officers traveling to another campus. The Association will provide one (1) week's advance notice to the District.
- M. The Association President shall be provided a separate office with appropriate desk(s), chairs and bookcases.

Article VII - ASSOCIATION DUES AND PAYROLL DEDUCTION

- A. The District will make payroll deductions of Association dues and fees for classified employees who have authorized said deductions in writing. Such authorization shall continue until revoked in writing as set forth in Section D below. No increase in the dues or fees to be deducted will be made unless the Association provides thirty (30) calendar days advance notice in writing and the authorization form permits such increase.
- B. Upon written authorization from the employee, the District shall deduct from the salary of such employee and make appropriate remittance to credit unions, and/or annuity plans.
- C. The District shall not be liable to the employee or the Association or have any responsibility for these funds beyond transmittal in accordance with this Article. Subject to Section D below, the employee must give not fewer than two (2) weeks written notice to commence or terminate the deductions covered in this Article.
- D. Classified employees within the bargaining unit who voluntarily have on file with the District an unrevoked dues deduction authorization as of a date fifteen (15) days after the execution date of this Agreement or who thereafter voluntarily execute a dues authorization card specifically authorizing the Riverside Community College District to deduct dues shall be able to revoke such authorization during the term of this Agreement only as set forth hereafter. An employee may revoke authorization to deduct dues by:
 - 1. sending a signed, written notice to the Association, with a copy to the District, during a period not more than sixty (60) calendar days nor fewer than fifteen (15) calendar days prior to June 30 of each year, or
 - 2. where in the judgment of the Association's Executive Board, revocation is appropriate because the member is experiencing extreme financial hardship.

Any such revocation under subsection 1 will be effective on the following July 1st. In the expiration year of this Agreement, the provisions of Government Code Section 3540.1(i) on revocation shall also be applicable. Any revocation under subsection 2 will become effective two (2) weeks after the District receives both official notice from the Association and written notice from the employee.
- E. Classified employees have the option of requesting payroll deduction to pay for parking fees. The classified employees shall not be required to pay additional parking fees for the winter intercession.

Article VIII - ORIENTATION, IN-SERVICE AND PROFESSIONAL GROWTH

- A. All orientation and in-service training of classified employees shall be conducted during the period designated by the Board as the workday and work year for those designated employees.
- B. The hours of service for classified employees on days designated for orientation or inservice activities shall be at the same rate of pay as if the classified employees were at their job stations.
- C. District in-service programs shall be planned by the District. The District will meet, upon request, with representatives of the Association to discuss such matters.
- D. The District shall maintain a program for professional growth for classified employees in accordance wit
- E. Any changes to Exhibit A shall be subject to Section 3543.1 a of the EERA.

Article IX -

WORK YEAR

- A. The normal length of the work year for each classified employee classification is set forth in Exhibit B. This shall not be considered a guarantee of work for any employee, and the length of the work year is subject to change by the District in accordance with the applicable provisions of the Education Code.
- B. The District shall set the starting and ending days for each employee's work year.
- C. When it is necessary to assign classified employees not regularly so assigned to serve between the end of one academic year and the commencement of another, such assignment shall be made on the basis of qualifications for employment in each classification of service which is required. When such assignment is necessary, offers of assignment shall be made to qualified employees in order of their seniority within the classification, but no employee shall be required to accept such assignment. An employee performing such assignment shall receive, on a pro rata basis, not less than the compensation and benefits which are applicable to the classification during the regular academic year.

Article X -

HOURS OF WORK

- A. Subject to Section C below, the length of the normal work day for classified employees who have their time assigned to full-time positions shall be eight hours per day, exclusive of a lunch break. The length of the normal work week for classified employees assigned to full-time positions shall be forty hours. The district may designate certain positions in which service shall be for fewer than eight hours per day or forty hours per week.
- B. The District shall establish the daily beginning and ending times for all classified employees. The beginning time for any employee while assigned to a particular classification shall not be changed by more than two (2) hours unless there is either mutual agreement between the District and the employee or layoff procedures are followed. However, the District's past practice of changing shifts for custodians when classes are not in session shall not be affected by the foregoing. Past practice is limited to changing shifts to days or to swing shift during winter break, spring break, summer break (when classes are not in session during evening hours in a substantial number of classrooms) and any other break of five or more working days.
- C. Subject to applicable Education Code provisions, the District may classify certain classified employees for assignment to ten-hour-per-day, four-day-per-week positions. Employees serving in such positions shall be entitled each year to the same number of total hours of authorized leaves of absence, vacation hours, holiday hours, and fringe benefits as granted to an employee who works a regular eight-hour, five-day week.
- D. **Food Service Employees** - Food service employees shall be assigned a minimum of four (4) hours per day during each regular school day when spring and fall classes are in session. During the months of December and January, the minimum number of hours shall be two (2). Each food service employee covered by this Agreement shall be entitled to purchase and consume food items during non-working time at a cost of forty percent (40%) of the listed price for the items to be purchased.
- E. **Interpreters** - Senior Interpreters assigned to the program for the deaf shall have the opportunity to be assigned a minimum of twenty (20) hours per week. If the original weekly assignment is reduced by student attrition, the senior interpreter so affected shall have the option to activate seniority rights over short-term interpreters. A senior interpreter will be assured a minimum of two hours of employment on any day the interpreter is assigned. Interpreters who report for assignment and find the student to whom they are assigned is absent shall report to the Disabled Student Services for an alternate assignment. Short-term interpreters are not covered by the terms and conditions of this Agreement.
- F. Those employees starting work at 3:30 P.M. or later shall work a shift with a meal break of thirty (30) minutes included as part of their eight (8) hour shift. Employees starting work at 10:00 P.M. or later shall receive additional monthly pay of one percent (1%) added to their base salary.

- G. Classified employees regularly assigned six or more hours per day shall be allowed two (2) fifteen-minute rest periods during each day, to be set by their supervisor, one such rest period to be taken during the first half of the shift and one to be taken during the second half of the shift. Rest periods are not cumulative nor can they be combined with the meal break to shorten the work day. Employees working fewer than six hours shall be entitled to one fifteen-minute rest period during each day. Except in emergencies, rest periods are expected to be free from interruption.
- H. 1. All employees regularly assigned five or more hours per day shall be entitled to an uninterrupted lunch period. The lunch period shall be unpaid (except as set forth in Section F) and shall be for at least thirty (30) minutes. The lunch period shall be scheduled near the midpoint of the employee's work day.
2. Those employees who are authorized to work on a day other than their normal scheduled work day shall take the lunch period, unless the employee's supervisor specifically authorizes the employee in advance to work through the lunch period and leave early.

Article XI -

TRANSFERS

- A. For purposes of this Article, a transfer shall mean a change of location or supervisor within the same classification.
- B. Classified employees may be transferred by the District to any position at any time such transfer is in the best interest of the District. However, no transfer shall be made for arbitrary or capricious reasons. An employee affected by a transfer shall be given notice as soon as administratively practical, and upon request a conference will be held to discuss the reason for the transfer.
- C. A classified employee may request a voluntary transfer at any time. Such a transfer may take place only if an opening for transfer is available and the District determines that such a transfer will serve the District's best interest.
 - 1. (a) If the District and the receiving supervisor approve, a classified employee requesting voluntary transfer need not go through the screening, evaluation and interview process normally used in evaluating nonemployee applicants for a position. Otherwise, such process shall be followed. All other factors being equal, the District employee shall be given preference. All transfers must be approved by the District.
 - (b) When three or more District employees apply for a transfer and all possess the requisite qualifications for the job, the District shall select one of such District employees for the job. Such selection shall be at the sole discretion of the District and shall not be grievable under this Agreement.
- 2. No employee shall be overly or indirectly pressured by the District to seek a voluntary transfer.
- 3. If a voluntary transfer is denied, the classified employee shall be provided with specific reasons for the denial within 10 working days.
- 4. Notwithstanding the definition of transfer in Section A above, provisions of this section shall be applicable to employees voluntarily seeking a lateral change of classification in the same salary range, or a voluntary demotion to a classification in a lower salary range.
- D. **Promotional** - When three (3) or more District employees within the bargaining unit apply for a promotion for a job within the bargaining unit, and all possess the requisite qualifications for the job and have not had an overall evaluation of unsatisfactory on their most recent evaluation, the District shall select one of such District employees for the job as long as such employee is as qualified as any outside applicant. For the purpose of this section a promotion shall mean a movement upward of at least one range and the provisions of Article XVII, Sections C and D of this Agreement shall apply. The

selection of which of the three (3) District employees for this job shall be at the sole discretion of the District and shall not be grievable under this Agreement. Whenever possible in accordance with other District hiring policies, the District will encourage upward mobility of its employees.

Article XII -

PERFORMANCE EVALUATION

The purpose of an evaluation is to recognize excellent and satisfactory performance, to identify areas of performance and/or work habits needing improvement, and a way to document unsatisfactory performance.

- A. The performance of classified employees shall be reviewed and evaluated periodically.
1. Permanent employees shall receive a written evaluation at least once each year, which shall normally occur during the month of the employee's anniversary date (See Article XIV, Section H, for explanation of "Anniversary Date"). One additional evaluation may be requested by the employee each year.
 2. A formal written evaluation of the employee's total job performance, other than the regular annual evaluation, shall first be approved by the Chancellor. It is understood that the foregoing does not apply to any follow-up evaluation which is provided for in the regular annual evaluation.
 3. Probationary employees shall receive written evaluations at the end of the second month and each third month thereafter during the probationary period.
 4. Promoted employees shall receive written evaluations at the end of the second and fifth months in their new positions.
 5. Marks, comments, suggestions, and dates must be made either in ink or by word processing equipment. Signatures of the evaluator and the evaluatee must be in ink. If changes are made, the original mark or comment may be crossed out and the correction initialed by the employee and supervisor.
- B. Evaluation of classified employees shall be conducted by the employee's immediate supervisor. As part of the evaluation process, each staff member may provide a self-evaluation that assesses his/her own performance in accordance with the appropriate form designated for this purpose. The self-evaluation shall be shared with his/her immediate supervisor and will become part of the evaluation report.
1. All evaluations shall be signed by the evaluator and reviewed and countersigned by the reviewing administrator prior to discussion with the employee.
 2. Prior to the initial evaluation of a probationary employee, the supervisor shall meet with the probationary employee to discuss the purpose, criteria, procedures, and timelines for the evaluation.
 3. The evaluator shall discuss with the employee the final contents of the evaluation and shall provide the employee with a copy at this time. The evaluation form shall be signed and dated by the employee; however, the employee's signature indicates only that the employee has seen the evaluation and does not necessarily indicate concurrence with the evaluation.

4. If the evaluator has been the supervisor of the employee for a period of two (2) months or less, then the evaluation will be delayed for two (2) additional months. This provision does not apply to promotional and probationary employees.
- C. Only the evaluation procedure and not the evaluation itself, shall be grievable under this Agreement.
 - D. In the event the evaluator assigns a marking of “improvement needed” or “unsatisfactory,” the evaluator shall include an explanation of the reason(s) for such markings, and/or provide written recommendations for ways to improve performance. The foregoing shall not apply where the evaluator is recommending termination of a probationary employee. The purpose of written recommendations is to assist the employee in developing and implementing improvements to the areas of deficiency noted by the immediate supervisor and to assist the staff member in making improvements.
 - E. The supervisor and employee shall agree on a least two (2) goals for the subsequent evaluation period. Said goals shall relate directly to the employee’s assigned duties.
 - F. A copy of the final evaluation shall be placed in the employee’s personnel file only after all requisite signatures have been obtained thereon, and only this original signed copy shall be considered the official copy. The employee may submit an attachment to the evaluation if it is believed that clarification of the employee’s position is desired, or if the employee believes statements on the evaluation are incorrect. The employee shall have ten (10) working days from the evaluation meeting in which to submit his/her statement in this regard. Further, an employee may, within ten (10) working days of the evaluation meeting, request a conference with the reviewing administrator for purpose of asserting that the evaluation contains specific statements which are false. In such event, said administrator shall meet with the employee as soon thereafter as is reasonably possible. The evaluation shall not be placed in their personnel file until such meeting has been held.

Article XIII -

PERSONNEL FILES

- A. Personnel files of classified employees shall be maintained at the District office. Such files shall be available for inspection as set forth hereafter. There shall be no right of inspection to any other files relating or pertaining to classified employees which may be kept by individual administrators or others. Disciplinary actions taken against an employee may be based only on materials contained or placed in the personnel file and such materials may not be more than two (2) years old.
- B. Every classified employee shall have the right to inspect his or her personnel file upon request provided that the request is made at a time when such person is not actually required to render services to the District and when the personnel clerk responsible for files, or other appropriate person, is available to be in attendance. Personnel file material which may not be inspected includes such materials as ratings, reports, or records which were obtained in conjunction with the employment or promotional processes.
- C. Information of a derogatory nature, except materials mentioned in B above, shall not be entered or filed unless and until the employee is given notice and the opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any such derogatory statement, his or her own comments thereon. Such review shall take place during business hours, and the employee shall be released from duty for this purpose without salary reduction.
- D. All classified employees who want to inspect their personnel file shall ordinarily make an advance appointment. Personnel files shall be available for inspection during regular office hours each day the office is open for business. At least two days each week the office shall be open during the noon hour.
- E. All material of an evaluative nature placed in the personnel file shall indicate the date it was prepared or placed in the file and who was responsible for its preparation.
- F. With the written authorization of the employee who designates the identity of the Association representative who is to review the personnel file, the Association shall have the right to review said personnel file. Any further review shall require an additional, specific authorization.
- G. Classified employees shall have the right to enter into their personnel file letters of commendation and/or certificates of exemplary performance from District administrators.

Article XIV -

SALARIES

- A. The salary and hourly rate schedules for classified employees are set forth in Exhibits C, D and E.
- B. The salary of positions in which service is fewer than eight hours per day or forty hours per week shall be prorated accordingly.
- C. The rules for computing the amount of each salary payment are as follows:
 - 1. Paychecks for all full-time employees working 10, 11, or 12 months will be in accordance with Exhibit C with 10, 11, or 12 equal checks, respectively, one each month.
 - 2. Paychecks for less than full-time employees will be computed on the same basis as those of full-time employees at a pro rata rate. For all computations involving less than full months, the month will be assumed to consist of twenty-two working days, in order to establish a daily rate.
 - 3. Paychecks for hourly and other part-time employees will be computed on the basis of range and step placement as shown in Exhibit C, to be divided by 173.33 hours per month to arrive at an hourly rate as set forth in Exhibit E.
 - 4. Any unit employee who works a partial pay period will be paid only for those hours worked.
 - 5. The paycheck for the last pay period in which a unit employee is in a paid status will reflect payment only for the hours worked and any and all necessary adjustments.
- D. Classified employees who must travel in the course of employment between duty stations in their own vehicle during duty hours will receive mileage compensation at the rate per mile which is allowed by the Internal Revenue Service for income tax deduction purposes at the time of the travel.
- E. Monthly classified employees are paid according to the Salary Schedule for Classified employees (Exhibit C). Paychecks for monthly employees shall be available on the last working day of the month.

Monthly employees are those classified employees who are in regular positions which require either twenty or forty hours of work each week.
- F. Regular employees are paid according to the Salary Schedule for Classified Employees - Hourly Rates (Exhibit E).
- G. Regular employees shall receive compensation for days of paid leave and holidays based upon the salary rate on the appropriate salary schedule times the daily average number of hours worked in the previous pay period. Such paid leave during the first month of each work year shall be based on the assigned minimum number of hours. The daily average of hours worked shall be determined by the District at the time of an employee's

termination or at the end of the work year. Adjustment in pay for all paid leave will be made on the final paycheck.

H. Salary increases for the duration of the contract:

Increase the current classified salary schedule by 2% + COLA for the 2002-2003 year, July 1 to June 30. Years 2003 to 2004 and 2004 to 2005 salary will be the contract reopener. In any event, CSEA will not receive any less than any other recognized bargaining group.

In addition, should any other employee group receive a bargained compensation level greater than that provided herein, the classified bargaining unit shall receive the difference.

I. **Changes in Step Placement**

1. Changes in step placement through Step 5 shall be provided annually to employees covered by this Agreement. For employees hired on or before the 15th day of the month, the annual change in step placement shall be effective on the first day of the month in which the employee was hired. For employees hired after the 15th day of the month, the annual change in step placement shall be effective on the first day of the month following the month in which the employee was hired.
2. Annual step placement changes shall apply to Exhibits C and E.
3. Anniversary date shall be adjusted for any period of non-paid leave of more than thirty calendar days.
4. The following examples are provided to serve as a guide to step placement:

EXAMPLES:

Date of Employment (Step 1)	Date of Change to (Step 2)	Date of Change to (Step 3)
5-12-93	5/1/94	5/1/95
5-16-93	6/1/94	6/1/95

J. **Longevity Steps 6, 7, 8, and 9**

1. Eligibility for longevity steps shall be as follows:
 - a. Employees who have completed 10 years of service in the District shall be eligible for Step 6. Such step to be 2-1/2% above Step 5.
 - b. Employees who have completed 14 years of service in the District shall be eligible for Step 7, as computed in (a) above.

- c. Employees who have completed 19 years of service in the District shall be eligible for Step 8, as computed in (a) above.
 - d. Employees who have completed 25 years of service in the District shall advance to Step 9, computed at 2-1/2% beyond Step 8.
- 2. The month in which a change of salary step placement is effective shall be in accordance with the provisions of Section H, above.
- K. At its discretion, the District may place a new employee at any step on the salary schedule.
- L. On June 16, 2004 the Board of Trustees has approved the following salary increases for the Association:
 - 1. Increase the classified salary schedule by COLA, effective July 1, 2004, to the extent funded by the State, plus a possible additional 1.0%. The additional 1.0% general salary increase above COLA will be provided if the District receives new growth and equalization funding in the amount of \$2.0 million or more as reported in the advance Apportionment or the P2 report for FY 2004-05.
 - 2. Increase the classified salary schedule by COLA, effective July 1, 2005, to the extent funded by the State plus a possible additional 1.0%. The additional 1.0% general salary increase above COLA will be provided if the District receives new growth and equalization funding in the amount of \$5.0 million or more as reported in the Advance Apportionment or the P2 report for the two-year period FY 2004-05 and FY 2005-06.
 - 3. Increase the classified salary schedule by COLA, effective July 1, 2006 to the extent funded by the State plus a possible additional 2.0%. The additional 2.0% general salary increase above COLA will be provided if the District receives new growth and equalization funding in the amount of \$8.0 million or more as reported in the Advance Apportionment or the P2 report for the three-year period FY 2004-05 through FY 2006-07

Article XV -

OVERTIME PAY

- A. In determining an employee's eligibility for overtime pay, all paid status time shall be considered as time actually worked. This includes sick leave, industrial accident leave, paid vacation and holidays, or any other paid leave, in addition to actual time worked.
- B. Hours worked above eight in any day or forty in any week are overtime. The District will compensate for overtime at a rate one and one-half times the hourly rate set forth in Exhibit E. However, in the case of an employee working a four-day, ten hours-per-day schedule, overtime shall be paid for hours in excess of ten hours per day or forty hours per week.
- C. Whenever an employee is requested to return to work station after hours, weekends or holidays, the employee will be compensated for his or her time at the appropriate hourly rate with a minimum payment of two hours.
- D. When compensatory time off is authorized, in lieu of cash compensation, such time must be taken by the succeeding July 31, or be compensated for in cash. When compensatory time is earned 30 days prior to June 30, the portion of compensatory time earned in that 30-day period must be used by August 31 or be compensated for in cash.
- E. No overtime hours shall be worked without specific authorization from the employee's supervisor.
- F. Except when there is an emergency, the District shall endeavor to inform an employee before assigning overtime if compensatory time in lieu of overtime payment will be available for overtime worked. The employee and the District may subsequently mutually agree to change the overtime worked from compensatory time to pay or vice versa.
- G. Employees assigned to one campus who are required by the District to report to, or work at, a different campus at a time before or after the end of the their shift shall be paid overtime for said work.
- H. Any classified employee who works in excess of four (4) hours overtime in a regular work day shall be compensated at the rate of two times the regular rate.
- I. See Exhibit G with respect to overtime assignments for Facilities and Safety and Police.

Article XVI - ASSIGNMENT OF CLASSIFIED EMPLOYEES

- A. The District shall have the authority to assign each classified employee. Such assignment shall be made in accordance with the employee's qualifications and the needs and best interest of the District.
- B. An employee, assigned by the District to perform a substantial amount of the duties unique to a higher class for a period of time which exceeds five working days within a fifteen-calendar-day period, shall be paid on the salary range assigned to the higher position on the lowest step which will give an increase over the employee's regular salary. The higher pay rate will be in effect for the period the employee is required to work in the higher class. The District shall attempt to provide equity in assigning out-of class work.
- C. In cases where an employee is reassigned to a different position of an equal or lower salary range, the employee shall be permitted to retain the step he/she held in the former position.
- D. Any reassignment of a permanent employee to a different position with an equal or lower salary range shall be in accordance with the applicable Education Code provisions.

Article XVII - PROBATIONARY AND PERMANENT STATUS

- A. The probationary period for all classified employees shall be nine (9) calendar months in duration. The Chancellor may extend the probationary period up to three (3) additional calendar months, not to exceed a total of twelve (12) calendar months.
- B. A probationary employee may be demoted, suspended, or dismissed at any time during the probationary period at the discretion of the District and such action shall not be subject to the grievance procedure or any other District review procedure.
- C. An employee who is promoted shall serve a probationary period of six working months in the higher classification.
- D. A permanent employee who is serving a probationary period as a result of promotion and who is found unsatisfactory in the higher position shall be reinstated in permanent status in the former classification, unless there is cause for dismissal from the District. Any decision to reinstate an employee to his or her former classification shall not be grievable or subject to any other District review procedure.

Article XVIII -

HOLIDAYS

- A. All employees covered by this Agreement except those employees working in positions where they are required to work exclusively on weekends and holidays in accordance with Education Code Section 88204 shall be entitled to the following paid holidays, provided they are in paid status during the working day of their normal assignment immediately preceding or succeeding the holiday:

- Independence Day
- Labor Day
- Admission Day Holiday
- Veterans Day
- Thanksgiving Day
- Day After Thanksgiving Day
- Christmas Day
- Days During Winter Recess
- New Year's Day
- Martin Luther King, Jr. Day
- Lincoln's Birthday
- Washington's Birthday
- Memorial Day

- B. March 31st shall be designated as Cesar Chavez Day. This will be observed as a day of recognition and remembrance. This is a work day, not a paid holiday. Before Board action on the academic calendar for each year, the CSEA President will be provided a copy and the opportunity to comment thereon. Copies of the final calendar shall be made available to all CSEA members.
- C. When any classified employee is required to work on any of the said holidays, they shall be paid one and one-half times the normal rate of pay, in addition to the regular pay received for the holiday. (See Article XV)
- D. Part-time regular employees shall receive holiday pay on a prorated basis as defined in Article XIV, Section G.

Article XIX -

VACATIONS

- A. Earned vacation may not be taken until a minimum of one month of service has been completed. Employees hired on or before the fifteenth of any given month shall be assumed to have earned one day of vacation for that month; employees hired after the fifteenth of any month may not use that month toward computation of the one month minimum of service.
- B. During the first five (5) years of continuous service with the District, each regular classified employee shall receive one day of vacation for each full month in a paid status.
- C. After completion of five (5) continuous years of service to the District, a classified employee shall earn 1.25 days of vacation for each full month in a paid status for a maximum yearly vacation of 15 days.
- D. After completion of ten (10) continuous years of service to the District, a classified employee shall earn 1.677 days of vacation for each full month in a paid status for a maximum yearly vacation of 20 days.
- E. After completion of fifteen (15) continuous years of service to the District, a classified employee shall earn 1.834 days of vacation for each full month in a paid status for a maximum yearly vacation of 22 days.
- F. Classified employees shall be paid at the rate that is in effect when the vacation is taken.
- G. Vacations are not accumulative and must be taken in the fiscal year following the year earned. In any case where the District and the employee agree that vacation will not be taken in the foregoing manner, the employee shall receive cash compensation for the days of vacation earned but not taken. The cash compensation shall be paid on the first warrant after June 30th of the fiscal year following the year in which the vacation was earned.
- H. A classified employee terminating for any reason after the completion of the initial six (6) months of employment shall be paid for any unused vacation earned. Such payment shall be at the rate in effect on the employee's last working day before termination.
- I. Vacations shall be scheduled by the District with consideration being given to the needs of the District and the preference of the employee. All vacations must be approved in advance. When two (2) or more employees in the same department apply on the same day for vacation for the same period of time, preference shall be given to the senior employee(s) if at least one (1) but not all such employees can be granted vacation for such period of time.
- J. If one (1) or more holidays fall within a scheduled vacation period, vacation will not be charged on the day designated as a holiday.
- K. Employees assigned to positions of fewer than twelve (12) months must take vacation during the period between their first and last day of regular paid status.

- L. Part-time regular employees shall receive vacation pay on a prorated basis as defined in Article XIV, Section G.

- M. Employees may interrupt or terminate vacation leave in order to begin another type of paid leave without a return to active service, provided the employee supplies adequate notice and relevant supporting information regarding the basis for such interruption or termination to Human Resources for review.

Article XX -

PAID LEAVES OF ABSENCE

- A. The following provisions apply to paid leaves of absence.
1. No employee shall be granted a paid leave of absence for any purpose not specified in the Articles of this Agreement.
 2. Time spent on paid leave shall not constitute a break in service.
 3. All employee leaves under this Article shall be considered leaves with pay, and a continuation of all job benefits shall be paid by the District.
 4. When all available paid leaves of absence have been exhausted, and if the employee is not immediately able to assume the duties of his or her position, the employee may be terminated and placed on a reemployment list for a period of thirty-nine (39) months. When available, during the thirty-nine (39) month period, the person shall be employed in the first vacant position in the class of the person's previous assignment, unless such vacant position is reserved by law to an employee who has been laid off. A person on a reassignment list who has been medically released to return to duty, and who fails to accept and report for an assignment in the previous class within ten working days of receipt of the offer, may be dismissed.
 5. Part-time regular employees shall receive paid leave pay on a prorated basis as defined in Article XIV, Section G.
- B. **Sick Leave** - Full-time classified employees of the District (i.e., not including substitutes and short-term employees) accrue sick leave at the rate of 8 hours per month worked. Regular employees accrue sick leave on a pro rata basis in accordance with the provisions of Article XIV, Section G.
1. Sick leave is cumulative, with no maximum limit set. Accumulated sick leave and the balance of sick leave for the current fiscal year may be used at any time. Should the employee use these days, and then leave employment of the District before sick leave is earned, a salary deduction will be made on the final salary warrant.
 2. At the beginning of a fiscal year, employees shall be credited with the number of days of sick leave they shall earn that year, except for probationary employees, who are entitled to only six days of sick leave before serving six months.
 3. Notification of illness shall be made directly to the employee's Department at the earliest feasible moment. If the Department is not open, notification shall be made to Human Resources at the earliest feasible moment. Notification must occur not later than one-half hour after the start of the work shift in order to be eligible for paid sick leave, unless notification by such time is not feasible. However, in the case of the graveyard shift, notification shall be at least one hour before the first shift starting time unless it is not feasible to do so. Such notification shall be to a designated phone number of which the employee has been previously notified.

4. A statement from a physician verifying the employee's illness may be required by Human Resources. In cases of serious illness or accident, the District may require classified personnel to submit a written release by the doctor before returning to work. The District also reserves the right to require a physical or mental examination, at the District's expense, by a physician designated by the District. Return for limited duty or less than the normal work schedule shall not be permitted except where the District, at its discretion grants specific written permission.
5. Upon return to work, an employee shall sign the Absence Affidavit.
6. Any classified employee who has been an employee of another California public school district for a period of one calendar year or more, and who is employed by this District within one year of termination from such other district, shall have earned sick leave in the previous district transferred to this District.
7. An employee who has used all sick leave and is absent due to illness shall have additional days of absence charged against any accumulated vacation days or compensatory time off accumulated as a result of overtime worked. Except as required by Section D, the employee may elect to use the benefits of Section C below prior to the operation of this section.
8. An illness absence shall be an absence of the classified employee due to illness or disabling condition which prevents the employee from performing his or her assigned functions including: physical or mental illness, medical, dental or psychiatric appointments that cannot be reasonably met during out-of-work hours, and any physically disabling condition, including pregnancy disabilities, which prevents the employee from performing assigned duties.
9. Sick leave shall be taken in increments of not less than one hour.

C. **Extended Illness Leave (Paid Leave)** - When a classified employee has been sick for an extended period of time and accumulated sick leave is not available, or the employee makes the election provided below, the employee shall be paid fifty percent (50%) of the employee's regular salary, whether or not a substitute is employed. This benefit shall apply for up to five (5) calendar months for the same illness or accident in any fiscal year and only during the period of an employee's regular assignment or for no more than five (5) calendar months for the same illness. The five (5) month period begins for the first illness in any fiscal year on the day of absence following the last day of sick leave earned during the year, except that if the employee has more than twenty(20) days of earned sick leave accumulated, the five (5) month period shall not begin until the twenty-first (21st) day of absence. An employee with more than twenty (20) days accumulated sick leave may elect as of the twenty-first (21st) day of absence or thereafter to receive this extended illness benefit and not use up his/her remaining accumulated sick leave account while receiving this benefit. Any such election must be in writing. If the election is made after the twentieth (20th) day, the period of this extended illness leave benefit shall be reduced by the same number of days as there are between the twentieth (20th) day and the day written election is received.

D. **Industrial Illness and Accident Leave (Paid Leave)** - Permanent employees covered by this Agreement who are absent from duty because of industrial illness or injury which meets the standards for qualifying for worker's compensation and who have been continually employed by the District for at least one (1) year may be granted up to sixty (60) working days of Industrial Accident and Illness leave for the same injury. Such leave shall not be accumulative from year to year.

1. An employee shall be deemed to have recovered from an industrial accident or illness and thereby able to return to work at such a time as the employee's physician verifies that there has been such a recovery. In the absence of such verification, the District may nonetheless, at its own expense, obtain the opinion of another physician to determine if the employee is able to return to work.
2. When an employee is absent from duties on account of an industrial accident or illness, the employee shall be paid such portion of the salary due such employee for any month in which the absence occurs as, when added to the employee's temporary disability indemnity, will result in a payment to the employee of not more than such employee's full salary.
3. The employee shall endorse to the District the temporary disability indemnity checks received on account of industrial accident or illness. The District, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement and other authorized contributions.
4. Any employee receiving benefits under this section shall, during the period of injury or illness, remain in the state of California unless otherwise authorized by the District.
5. Reporting industrial accidents and industrial illness shall be the responsibility of the employee so afflicted. Such report shall be made to the employee's Department within twenty-four (24) hours of the time of the accident or the start of the illness, unless exceptional circumstances preclude such notification.
6. Upon termination of the sixty (60) days of leave authorized by this Section, and if the absence continues, the employee may use that portion of accumulated sick leave, vacation leave, compensatory time or other Paid Leaves to maintain income equal to the regular salary paid by the District. However, an employee may not receive income in an amount which exceeds that employee's regular salary.

E. **Personal Necessity Leave (Paid Leave)**

1. An employee shall be entitled to use seven (7) days of accrued sick leave during each school year in cases of personal necessity.
 - a. Personal necessity leave for which advance authorization is not necessary shall include any of the following:
 - (1) An accident or act of God involving the employee's property or the person or property of a member of the employee's immediate

family or imminent danger to the home of an employee. Such accident or imminent danger must be serious in nature, involve circumstances the employee cannot disregard, and require the attention of the employee during such employee's assigned hours of service.

- (2) An illness of a member of the employee's immediate family as defined in this agreement, serious in nature, which under the circumstances the employee cannot disregard, and which requires the attention of the employee during such employee's assigned hours of service.
- (3) In the foregoing cases the employee shall notify the District as soon as is reasonably possible.

b. Personal necessity leave requiring advance authorization before being absent from duty shall include the following:

- (1) Required court appearances in actions in which the District is not involved or as a witness in a court action pursuant to subpoena.
- (2) Recognized days of observance of an employee's personal faith. Personal necessity leave for such purposes shall be granted only when attendance at such employee's place of work would make impossible observance of that recognized day by the religious worship called for by the employee's faith.
- (3) Personal business of the employee which is serious in nature includes circumstances the employee cannot disregard, and requires the attention of the employee during assigned work hours. A request for such leave must be submitted three (3) work days in advance of the requested leave date and shall be limited to no more than three (3) of the total leave days available for personal necessity. No more than five percent (5%) of the employees covered by this Agreement may use personal necessity leave in this manner on the same work day.
- (4) Leave for purposes of adopting a child or caring for a newborn child.
- (5) The death of a member of the employee's immediate family when the number of days of absence exceeds the limit provided in Section F of this article.

2. The following limits and conditions are placed upon allowing a personal necessity leave and personal necessity leave pay:

- a. The days allowed shall be deducted from and may not exceed the number of full-pay days of sick leave to which the employee is entitled.

- b. The personal necessity leave shall not be granted during a scheduled vacation or a leave of absence.
- c. Payment for such absence shall be made only upon completion of a written request by the employee to the District setting forth the reason for the absence and that such absence was due to a situation designated as a personal necessity within the meaning of this Section.
- d. No personal necessity leave shall be in increments of less than one hour.
- e. Personal necessity leave shall not be used to compensate any employee whose absence results from participation on a strike, work stoppage, work slow-down or other forms of labor disturbances.

F. **Bereavement Leave** - A leave of absence with pay and without deductions from accumulated sick leave, not to exceed three (3) days, shall be granted to an employee when any member of the employee's immediate family dies. In the event of the death of an employee's parent, spouse, or child, said leave shall be up to five (5) days. Two (2) additional days will be granted to an employee if travel of more than three hundred (300) miles one (1) way or out-of-state is required because of the death of any member of the employee's immediate family.

At the discretion of the District, additional days of leave, whether paid or unpaid, for bereavement purposes may be granted by the District. "Immediate family" is defined, for purposes of bereavement leave, to mean those relatives or step-relatives bearing the following relationships to the employee or the employee's spouse: son, daughter, spouse, mother, father, sister, brother, grandchild, guardian, foster child, foster parent, grandparent, father-in-law, mother-in-law, daughter-in-law, son-in-law, stepchild, uncle, aunt, niece, nephew, or any person living in the employee's household.

At the discretion of the District, other relatives of the employee or employee's spouse may be considered as immediate family by the District for purposes of bereavement leave.

In order to receive bereavement leave benefits, an employee must notify his or her supervisor prior to the start of the employee's regular work shift unless such notification is not feasible. In such case notification shall be made as soon as is feasible. Upon request, after the return of an employee from bereavement leave, the District may require necessary proof that the employee met the requirements of eligibility for bereavement leave.

G. **Jury Duty** - A classified employee shall be entitled to up to thirty (30) calendar days of paid leave for jury duty when legally summoned to such duty subject to the conditions stated herein. The District may provide additional jury leave days beyond the thirty (30) provided above. A copy of the summons to serve as a juror must be submitted to Human Resources.

In the event a court competent jurisdiction decrees that under state law the District must provide more than thirty (30) calendar days of paid leave, the District shall change its

policies to conform to the law. Upon request of any employee summoned to jury duty, the District shall provide a letter to the employee stating the District's policy with respect to the amount of paid leave allowed.

Any fee received by the employee for service as a juror, except for mileage reimbursement, shall be signed over to the District. A copy of an official court form signed by the court clerk verifying the days and hours of duty rendered must be submitted to Human Resources. Upon verification of jury service, the employee shall receive his/her regular salary for the period of absence attributable to that service. On any day the employee is dismissed from jury service with two or more hours remaining in his/her work shift at the District, or if the employee is not required to report for jury service until two or more hours after the start of his/her work shift, the employee shall report to the supervisor for duty in the District. Any exceptions to the foregoing must be approved by the Chancellor.

An employee whose work hours in the District are other than 8:00 a.m. to 4:30 p.m., Monday-Friday shall be temporarily reassigned to those hours for the duration of that employee's jury service.

- H. **Military Service Leave** - When classified employees are called to temporary military service, they shall be released without loss of salary for the term of temporary duty, not to exceed thirty (30) calendar days in any calendar year.

An official copy of the orders requiring the employee's military service shall be provided to Human Resources in advance of such leave.

- I. **Maternity Leave** - The District shall provide a leave of absence from duty for the classified employee who is required to be absent from duties because of a disabling condition of a pregnancy, miscarriage, childbirth and recovery there from. Such disabling condition shall be defined in Article XX, B, 8, of this Agreement. Such leave should be charged to accumulated sick leave. The length of the leave of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee's physician and be subject to the approval of the District.

1. A request for this leave shall be submitted to the immediate supervisor when feasible with a statement from a licensed physician. The statement will verify the pregnancy, indicate the expected delivery date, and confirm that the employee is physically able to perform her duties.
2. It shall be the responsibility of the classified employee to have her physician's statement updated periodically indicating her continued physical ability to perform her duties and anticipated date of departure from her job. Dated reports from the employee's physician should be submitted to Human Resources no less than every thirty calendar days once the pregnancy is reported.
3. Three (3) calendar weeks prior to the selected date of departure from the job station, the employee shall report to the District in writing whether or not she plans to return to her job station after the delivery of the child.

4. Within ten (10) days after the birth of a child, the employee shall submit to the District a statement from her physician informing the District of the date the physician believes that the employee's disabling condition will no longer prevent her from fulfilling her assigned duties and the time at which the physician believes the employee will be physically able to return to her assigned duties.

Article XXI -

NON-PAID LEAVES OF ABSENCE

A. The following provisions apply to non-paid leaves of absence:

1. All leaves described under this article shall be without pay.
2. Non-paid leaves of absence of five (5) days or fewer may be approved by the Chancellor or designee. All requests for such leaves greater than five (5) days shall be submitted to the Board for its consideration. The granting of any such leaves is solely at the discretion of the Board or the Chancellor, as the case may be. No nonpaid leave of absence shall be granted until an employee's earned vacation entitlement shall have been fully used.
3. Whenever practicable, a classified employee returning from an approved non-paid leave of absence will be returned to the job classification and position location to which the employee was assigned prior to the approved leave. If it is not practicable to return the employee to the job classification and/or the position location to which the employee was assigned prior to the approved leave, the District will attempt to place the employee into a position as nearly alike as possible to the position the employee occupied prior to the approved non-paid leave of absence.
4. Employees on approved non-paid leaves of absence who accept other employment without prior District approval, in writing, will be in violation of the conditions of such a leave of absence and will be subject to termination of employment with the District.
5. In any non-paid leave of absence of five (5) days or fewer, there shall be no elimination of the amount payable by the District toward health and welfare benefits pursuant to Article XXII. For any non-paid leave of absence in excess of five (5) days, such benefits shall be reduced pro rata in accordance with the amount of time on leave in comparison with the employee's paid status days per year. If an employee on a non-paid leave of absence in excess of five (5) days wishes to continue dental insurance, health insurance or life insurance coverage, the employee prior to the last work day of each month of leave, shall pay to the District the pro rata portion of such coverage.
6. The entire time of unpaid leave of absence in excess of five (5) days shall not be counted toward the calculation of vacation, sick leave, or other fringe benefits. Further, during such period the employee shall retain seniority, but not accrue any additional seniority.
7. Classified employees on approved, unpaid leave for a period greater than fifty percent of a given fiscal year shall not receive credit for an annual salary increment for the year of the leave.

B. **Course Enrollment** - A non-paid leave of absence for the enrollment of the classified employee in an accredited institution in a course of study relating to that employee's assignment may be approved by the Board of Trustees.

- C. **Military Service** - Leaves of absence for military service shall be granted in accordance with the applicable federal and state laws.

- D. **Extended Illness or Injury Leave** - The Board of Trustees may grant a non-paid leave of absence for health reasons to a permanent employee for illness or injury which extends beyond the expiration of all other paid leaves, including extended illness or accident leave. Such leave requests must be accompanied by a statement from a licensed medical doctor describing the condition of the employee's health and the minimum period of absence from duty recommended by the physician. Return from extended illness or injury leave will be allowed only upon written approval of a licensed medical doctor. Such written approval must be filed with a notice of the employee's intent to return to work no fewer than ten (10) working days prior to the planned date of return. A health leave may not exceed six (6) calendar months. The Board of Trustees, at its discretion, may extend the leave twice for up to an additional six (6) months. Such leaves shall not exceed a total of eighteen (18) months. If leave is not granted, or upon the expiration of approved leave of absence without pay, the Board of Trustees shall place the employee on the thirty-nine (39) month reemployment list.

- E. **Child Care Leave** - A leave for the purpose of child care (post-maternity) may be approved by the Board upon request of a classified employee. In no case shall a child care leave be approved for a period longer than twelve (12) consecutive months. Child care leave is designed for the post natal care of an infant and may only be approved for that purpose.

- F. **Family Medical Leave** - The District will supply, upon the request of a classified employee, a personal copy of the posted notice of the Family Medical Leave Act. When time off is taken for conditions qualifying under the Family Medical Leave Act, the District will notify the employee of their benefits and responsibilities under the act.

The District may require certification from the employee's health care provider before allowing a leave for pregnancy or the employee's serious health condition, or certification from the health care provider of the employee's child, parent or spouse who has a serious health condition.

Leave under the Family Medical Leave provisions will run concurrently with paid leaves if they are available.

Article XXII -

FRINGE BENEFITS

A. The District shall provide the following fringe benefits to all classified employees covered by this Agreement.

1. For the period from July 1, 2002, through June 30, 2005:
 - a. Dental insurance coverage for employees and dependents shall be provided by the District. All employees shall participate in the program. Effective July 1, 2000, the benefit leave shall be increased from \$1,500 per calendar year to \$2,000 per calendar year.
 - b. Subject to the subparagraphs below, the sum of not less than one thousand eight hundred sixty-eight dollars and sixty cents (\$1,868.60) shall be provided by the District for the purpose of purchasing health insurance, accident insurance, life insurance, salary continuation insurance, and/or tax sheltered annuity plan(s). In order for an employee to elect not to purchase health insurance coverage from one of the carriers provided by the District, such employee must provide evidence of alternative health insurance coverage before designation of other expenditure from these fringe benefit funds shall be permitted by the District. The employee may, only once each year, elect health insurance from one of the carriers provided by the District. Normally, such election shall be effective October 1 of each year.
 - c. Increases in premiums in dental or health insurance shall be paid by the District, and said payment by the District shall be at the level for each individual employee which reflects the actual increase in such premiums for the employee. However, employees who maintain the same medical insurance coverage as in the previous year and who have tax sheltered annuity contribution and/or other insurances paid from the fund set forth in subparagraph (b) shall pay any increase in medical insurance premiums from those funds. Cost for additional health insurance coverage (additional dependents) shall also be borne by the District, except that money previously available for other optional insurances and tax sheltered annuities shall first be applied to the increased health insurance premium.
 - d. The District shall provide for each employee covered by this Agreement, a \$50,000.00 life insurance policy by a carrier designated by the District. However, employees who have tax sheltered annuities and/or other insurances paid from the fund set forth in subparagraph b shall be required to pay for such life insurance from those funds. All employees shall participate in this life insurance program.
 - e. Tax sheltered annuity contributions from funds provided in subparagraph (b) shall not exceed the amount for any employee invested by that employee in 1980-81.

Article XXIII - CALCULATION OF FRINGE BENEFITS

- A. Health and welfare benefits, sick leave, annual leave (vacation), and any other fringe benefits will be granted to employees on a pro rata basis, as follows:
1. Twelve (12) month, full-time employees will receive full benefits as authorized in this Agreement.
 2. Eleven (11) month, full-time employees will receive eleven-twelfths (11/12) of the benefits received by a full-time, twelve-month employee.
 3. Ten (10) month, full-time employees will receive ten-twelfths (10/12) of the benefits received by a full-time, twelve-month employee.
 4. Twelve-month, half-time employees will receive one-half (1/2) of benefits received by a full-time, twelve-month employee.
 5. Eleven-month, half-time employees will receive one-half (1/2) of benefits received by a full-time, eleven-month employee.
 6. Ten-month, half-time employees will receive one-half (1/2) of benefits received by a full-time, ten-month employee.
 7. Regular employees will receive pro rata benefits calculated on the basis of total hours in paid status for the year, divided by 2088 (261 days x 8 hours/day), except that hourly employees who work fewer than twenty (20) hours per week shall not receive any pro rata fringe benefits specified in Article XXII.
 8. Employees in short-term, temporary positions will not be eligible for any fringe benefits. For the purposes of this Article, short term, temporary positions shall mean those positions designated by the Board not to continue for more than sixty (60) consecutive working days.
- B. With respect to the health and welfare benefits set forth in Article XXIII, Paragraphs A 1 through 7 of this Article shall be applicable only to employees hired on or after July 1, 1977. Any members hired before such date shall receive for the current year, the same amount as is received by full-time, twelve-month employees with the same insurance coverage and carrier, from which to purchase the health and welfare benefits set forth in Article XXII.

Article XXIV -

GRIEVANCE PROCEDURE

- A. The purpose of this grievance procedure is to provide a means by which certain disputes may be resolved in an equitable and efficient manner. A grievance is a claim by an employee covered hereby, or the Association, that an express term of this Agreement has been violated by the District and that because of such violation an employee's rights have been affected. A grievance shall not include any claims or requests to challenge, change, amend or add to existing policy, rules or regulations. (In the event of any conflict between the express terms of this Agreement such policies, rules or regulations, this Agreement shall control.) In cases involving a claim that the terms of Articles V, VI, VII, and VIII-C have been violated, the Association shall have the right to file a grievance on its own behalf at the Chancellor level or other designated level.
- B. Should a grievance arise, it shall be handled in the following manner:
1. The grievant shall make every effort to meet with his or her supervisor to attempt to resolve the grievance informally.
 2. If the grievance remains unresolved, a formal written grievance may be filed. Any written grievance shall be signed by the grievant and shall state the circumstances on which the grievance is based, the date of occurrence, the identity of the employee or employees who claim to be aggrieved, the specific sections and terms of this Agreement allegedly violated, and the remedy sought. A grievance may include more than one (1) employee, provided the issue is identical for each and all employees affected thereby sign the grievance form where physically able to do so. The Grievance may not be modified once it is submitted in writing to the supervisor as specified in Step 3 below.
 3. Such written grievance must be made to the supervisor within fifteen (15) working days after the date of the act or omission giving rise to the problem or within fifteen (15) working days after which the employee should have known of the act or omission giving rise to the problem. The supervisor shall provide a written response within five (5) working days of receipt of the written grievance.
 4. If the grievance is not resolved at the supervisory level, the grievant may appeal to the Chancellor. Such appeal shall be in writing, shall include the original grievance and the reasons for appeal, and must be received by the Chancellor's office within five (5) working days from the date of the answer of the supervisor.
 5. A meeting shall be scheduled by the Chancellor to be held within five (5) working days after receipt of the written appeal. The grievant shall be entitled to representation from the bargaining unit.
 5. The Chancellor shall prepare a written response and submit the response to the employee and the bargaining unit representative within five (5) working days after the conclusion of the meeting(s).
 7. If the grievant is not satisfied with the answer provided by the initial Chancellor's review, a written appeal may be filed directly with the Chancellor's Office within

ten (10) working days of the date of the answer from the initial Chancellor's review. The Chancellor's Office shall answer the grievance in writing within ten (10) working days after receipt of such appeal.

- C. Any grievance not processed by an employee or the Association in accordance with the time limits set forth herein shall be considered settled on the basis of the decision last made by the District. If at any step the District fails to respond in the time limits specified above, the grievant may proceed to the next step. Time limits may be extended upon the mutual written agreement of both parties.
- D. A grievant shall be entitled upon request to representation by the Association at any grievance meetings held after the filing of the written grievance. Where the Association has not been requested to represent the grievant and the District is prepared to agree to a resolution of the grievance, the District shall not make any final resolution until the Association has received a copy of the grievance and the proposed resolution and has been given an opportunity to file a response.
- E. A reasonable amount of released time will be granted to one (1) Association representative to process a grievance including attendance at an arbitration hearing. The Association agrees that such processing will be performed as quickly as possible, and it is expressly understood that any employee who acts on behalf of the Association to process a grievance is primarily responsible for his/her regular duties. Before any processing may take place during working hours, the Association representative must request permission from his or her supervisor, which permission shall not unreasonably be withheld. It is agreed that any processing time shall be held to a minimum.
- F. Grievance forms and other forms necessary to the operation of the grievance procedure shall be available in the Human Resources Office or may be obtained through the Association.
- G. After a grievance has been filed by an employee, the Association has the authority to process, abandon, or settle grievances on behalf of all employees subject to the provisions of Section D.
- H. Arbitration
 - 1. Grievances which are not concluded pursuant to the procedures set forth in Section B, and which the Association desires to appeal, shall be submitted to final and binding arbitration as set forth in this section provided that written notice is given to the District by the Association within ten (10) working days after the answer of the Chancellor's Office, is received.
 - 2. Upon receipt of the Association appeal, the parties shall endeavor to agree upon an arbitrator unless they mutually agree to first pursue the mediation step set forth in Paragraph (a) below. If no agreement is reached within ten (10) working days, they shall request the California State Conciliation Service to supply a panel of seven (7) names of arbitrators. Each party shall alternately strike a name until only one (1) name remains who shall be the arbitrator. The party who strikes the first name shall be determined by lot.

- a. After receipt of the appeal to arbitration, the Association and the District shall discuss whether to first pursue an intermediate step of mediation. It is recognized that each party's position on mediation is solely a matter of its judgment and discretion. If the parties jointly agree that mediation is advisable, the District shall contact the California State Conciliation Service and request that a mediator be appointed. The mediation shall be limited to a total of four (4) hours unless the parties agree to a continuance. The parties shall attempt to reduce outstanding issues, and if possible, settle the dispute. The mediator, however, shall not have the power of authority to render a decision on the issue(s) or impose a settlement on the parties and shall keep all discussions confidential. Any statements made during the mediation process (other than those already documented at Levels, I, II, and III) shall be confidential, shall not be considered precedential in nature, and shall not be admissible in any future court, administrative proceeding, or additional step in the grievance procedure. If mediation does not satisfactorily resolve the grievance, the District and the Association shall immediately proceed to select an arbitrator as provided above.
3. The fees of the arbitrator shall be shared equally by the parties. Either party may request a transcript of the proceedings, and the party requesting the transcript shall bear the cost, unless the other party wants a copy in which case the cost shall be shared equally. Each party shall bear the expense of the presentation of its own case.
4. The arbitrator shall have no power to alter, amend, change, modify, add to or subtract from any of the terms of the Agreement and shall have no jurisdiction to hear any grievance which is excluded from arbitration by the terms of this Agreement or which is not filed or appealed within the time of this Article. The award of the arbitrator shall be final and binding on matters properly before him or her. The arbitrator shall consider only the evidence presented to him or her by the respective parties in the presence of each other. No award shall be retroactive beyond the beginning of the fifteen (15) day period specified in paragraph B 3 above and the arbitrator shall have no authority to hear and issue a recommendation upon more than one (1) grievance at a time unless the District and the Association expressly agree otherwise. The arbitrator shall render his or her decision within thirty (30) calendar days after the close of hearing or, where either party desires to submit a brief, within thirty (30) calendar days of such submission.

Article XXV -

MISCELLANEOUS

- A. The District may, at its discretion, voluntarily extend privileges, compensation or benefits beyond those provided in this Agreement to its employees. It is understood that the District is not required to grant privileges, compensation or benefits in excess of those specifically set forth in this Agreement.
- B. The provisions of this Agreement are deemed to be separable to the extent that if and when a court or government agency of competent jurisdiction adjudges any provision of this Agreement to be in conflict with any law, rule or regulation, such decision shall not affect the validity of the remaining provisions of this Agreement, but such remaining provisions shall continue in full force and effect.
- C. In the event provision, or provisions, are so declared to be in conflict with such law, rule, or regulation, or the parties agree that there is such conflict, both parties shall, upon request, meet within thirty (30) days of any final determination for the purpose of attempting to renegotiate the provision or provisions so invalidated.
- D. The District will provide classified employees with advanced notice of the District childcare facility enrollment prior to a general notice being disseminated.

Article XXVI - WAIVER OF FURTHER BARGAINING RIGHTS

- A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had an unlimited right and opportunity to make demands and proposals with respect to any subject or matter which was or could have been the subject of negotiation, that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, and therefore, each waives the right to further negotiations on any subject or matter, covered or not covered, under this Agreement during the term hereof. However, by mutual agreement, the parties may agree to engage in further negotiations on any subject.

Article XXVII -

DURATION AND TERMINATION

- A. This Agreement when ratified and executed by each party hereto shall constitute the sole agreement between them. Any modification or amendment of this Agreement must be made by and between the parties hereto in writing and executed by each party hereto. This Agreement is effective on the date of its execution and shall remain in effect through June 30, 2008.

- B. For the second and third year of this Agreement, either the Association or the District shall have the right to reopen one article each and to seek to amend this Agreement excluding Article XXII (Fringe Benefits).

In order to reopen negotiations for the second year of this Agreement, the Association or the District shall serve notice in writing prior to June 1, 2006. Such notice shall also set forth the party's proposal on the additional issue which the party seeks to reopen. For the third year (July 1, 2007 through June 30, 2008), such notice shall be served in writing prior to June 1, 2007, and it shall set forth the party's proposal on the issue which the party seeks to reopen. Negotiations shall take place at reasonable times after such dates. If the parties cannot reach agreement on such reopened matters, the impasse procedures of Government Code Sections 3548-3548.4 shall be utilized.

- C. The Association or the District shall have the right to reopen the contract provisions dealing with the reclassification process for classified employees. Either party shall serve notice in writing prior to June 30, 2006.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
PROFESSIONAL GROWTH FOR
MEMBERS OF THE CLASSIFIED BARGAINING UNIT**

- I. Definition of the terms of professional growth
 - A. Professional growth is defined as endeavors which are intended to improve skills and job performance.
 - B. Professional growth achievement steps are granted only on verification of completion of the work in writing from the accrediting institution, review by the Professional Growth Committee and the approval of the Board of Trustees.
 - C. To receive credit, an employee is required to submit a request for professional growth at least ten (10) working days prior to the beginning of the class session(s).

- II. Professional Growth related to the employee's specific job or overall college function may be achieved in the following manner:
 - A. Course work and instructional programs.
 - B. Independent study or publication.
 - C. Professional organization participation.

- III. Procedure for planning, recording professional growth activities.
 - A. The classified employee is required to submit to the Professional Growth Committee a written request for preliminary approval of his/her plan.
 - B. The Professional Growth Committee will inform the employee in writing that his/her plan is approved or that changes are necessary.
 - C. Upon completion of the work, the employee will submit appropriate documentation to the Professional Growth Committee, and the administrative member of the committee is responsible for verifying these documents (See Sections IV, V)
 - D. Upon completion of twelve (12) semester units of course work, verified by official transcript from an accredited institution, the employee will submit a written request for a professional achievement step to the Professional Growth Committee.
 - E. The Professional Growth Committee will forward its recommendation for professional achievement step to the Chancellor for Board action.

- F. The professional achievement steps shall be paid monthly, beginning with the next month following Board approval.
- IV. Outline of professional growth through course work and instructional programs.
- A. Definition: course work is defined as those courses for which credit can be certified by regionally accredited colleges or universities, or institutes and other instructional programs.
 - B. Examples:
 - 1. Courses in subject field related to job assignment.
 - 2. Courses from subject fields outside of job assignment areas which contribute to the employee's ability and his/her development within his/her employment responsibilities.
 - 3. Courses taken in preparation for a specific District requirement.
 - 4. Research study programs undertaken at accredited institutions.
 - 5. Institutes and other instructional programs.
 - C. Procedures to follow for earning unit credit for course work:
 - 1. The employee is required to submit to the Professional Growth Committee a written request for credit for preliminary approval of his/her plan.
 - 2. The employee will submit to the Professional Growth Committee a written request for unit credit for course work, accompanied by verification (official transcript) of satisfactory completion of work from an accredited institution. (See Section VI C.)
 - D. Evaluation and credit allocation.
 - 1. Unit credit will be granted on the basis of semester units. The equivalency chart will be used for converting quarter units. (Quarter Units x $2/3$ = Semester Units)
 - 2. The number of units granted for each course will be those determined by an accredited institution.
 - 3. In the case of institutes and other instructional programs in which unit credit is not given by the sponsor, a maximum of two semester units of credit, non-cumulative, will be granted for each salary adjustment.
 - 4. A maximum of twelve (12) semester units credit earned by course work will be granted for each salary adjustment.
 - 5. Course work taken during the employee's work day shall not be applicable toward a professional achievement step.

V. Outline of professional growth through independent study or publication related to the employee's specific job or overall District's function.

A. Definition: "Independent Study" is defined as a project other than academic course work or instructional programs undertaken by an employee to improve his/her professional competence and effectiveness.

Definition: "Publication" is defined as textbooks, compilations, and articles published as individual works or as studies in scholarly or other appropriate publications.

B. Procedures to follow for earning unit credit for independent study:

1. The employee is required to submit to the Professional Growth Committee a written request for preliminary approval of the plan.
2. The employee will submit to the Professional Growth Committee a summary report and evidence of the completion of the project, i.e., formal report, paper, lecture, publication, exhibit, accompanied by copies of review and other pertinent information wherever applicable.

C. Evaluation and credit allocation:

1. Each independent study project or publication submitted will be judged individually by an ad hoc committee of the employee's peers, appointed by the chairperson of the Professional Growth Committee and chaired by a member of the Professional Growth Committee.
2. The number of units granted from each independent study or publication project will be from 1 - 5.
3. A maximum of five (5) units of credit earned by independent study or publication will be granted for each salary adjustment.

VI. A. Criteria:

1. The professional growth program is a voluntary program for classified employees. This program is not to be considered mandatory for employees to receive other District rewards or for advancement on the Classified Salary Schedule.
2. To be eligible for participation in the program, the employee must:
 - a. be a classified employee of the District.
 - b. be employed to work twenty (20) or more hours per week for at least eight (8) consecutive months per year.

B. Professional Growth Step Plan:

1. Professional growth will be determined by the Professional Growth Committee.
2. Twelve (12) semester units will constitute a professional achievement step.
3. Each achievement step shall be \$35.00 per month, paid monthly.
4. Achievement steps, once earned, shall be permanent.
5. Each employee may earn a maximum of seven (7) achievement steps in both categories combined, two (2) of which must be in the job skills area of professional growth.

Professional Growth Plan Job Skills:

- a. For purposes of definition, courses which qualify for the job skills professional achievement step are courses which directly enhance one's ability to perform their current job.
 - b. Professional growth in the job skills area will be determined by the Professional Growth Committee.
 - c. Twelve (12) semester units will constitute a job skills professional achievement step.
 - d. Each achievement step shall be \$40.00 per month paid monthly.
 - e. All achievement steps once earned shall be permanent.
6. The method of prorating the achievement step for employees working fewer than forty (40) hours per week shall be as follows:

Monthly Achievement Step X Factor = Adjusted Monthly Step					
Factors:	35	-	39	Hours/Week	0.875
	30	-	34	Hours/Week	0.750
	25	-	29	Hours/Week	0.625
	20	-	24	Hours/Week	0.500

C. Transcripts

Each academic year classified employees may request two sets of official transcripts from the District's transcript office without cost to the employee.

D. Professional Growth Committee:

1. The Professional Growth Committee shall consist of the following:
 - a. Chancellor
 - b. The Association President will appoint up to three (3) representatives

- c. One (1) representative from the Confidential unit.
2. The responsibilities of the committee shall be:
 - a. To review and recommend action on all proposals for professional growth. If an acceptance of the application. The employee may then be granted an interview with the committee.
 - b. To recommend professional achievement steps for employees to the Chancellor.
 - c. To maintain required records on each employee's professional growth plan.
3. All material to be considered by the Professional Growth Committee must be sent to the Chancellor, not later than ten (10) working days prior to the beginning of the semester, quarter, or session during which the requested course work is scheduled to begin.
4. The Chancellor, will call all meetings of the committee following the last working day of the month, whenever material has been submitted for action.

**SALARY SCHEDULE FOR CLASSIFIED EMPLOYEES
LONGEVITY STEPS 6, 7, 8, AND 9**

1. Eligibility for longevity steps shall be as follows:
 - a. Employees who have completed 10 years of service in the District shall be eligible for Step 6.
 - b. Employees who have completed 14 years of service in the District shall be eligible for Step 7.
 - c. Employees who have completed 19 years of service in the District shall be eligible for Step 8.
 - d. Employees who have completed 25 years of service in the District shall be eligible for Step 9.
2. The month in which a change of salary step placement is effective shall be in accordance with the provisions of Article XIV, Section H, of the agreement.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
and
RIVERSIDE COMMUNITY COLLEGE CLASSIFIED EMPLOYEES
CHAPTER #535, CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
MEMORANDUM OF AGREEMENT
Re: Work Release Program

This AGREEMENT is made and entered into this 23rd day of April, 1997, by and between the Riverside Community College District (hereinafter called the "District"), and the Riverside Community College Classified Employees, Chapter #535, CSEA, (hereinafter called the "Association").

WHEREAS the District has an interest in being considered a member in good standing within those communities which it serves; and

WHEREAS the District can assist its communities by providing participants in the County's Work Release Program with the opportunity of fulfilling their obligations through public service; and

WHEREAS the District and the Association previously had established an oral understanding regarding the nature of the work to be performed by Work Release Program participants; and

WHEREAS the District and the Association now wish to establish written guidelines relative to the work assigned to those in the Work Release Program;

NOW, THEREFORE, BE IT RESOLVED THAT THE PARTIES HERETO AGREE AS FOLLOWS WITH RESPECT TO THE WORK ASSIGNED TO WORK RELEASE PROGRAM PARTICIPANTS:

1. Work release participants will not be supervised by bargaining unit employees. However, the District's Work Release Program supervisor may issue work assignments through bargaining unit employees. Issues and concerns of a supervisory nature shall be referred by bargaining unit employees to the District's Work Release Program supervisor.
2. Work release participants will not be allowed to drive District vehicles.
3. Work release participants will not engage in regular bargaining unit work. Allowable tasks include:
 - a. Assisting Facilities staff in cleanup after major events;
 - b. Cleaning streets and parking lots (e.g., sweeping curbs, picking up debris, etcetera);
 - c. Washing District vehicles;

- d. Weeding non-landscaped areas and assisting Grounds staff in planting ground cover to alleviate and eliminate work loads in unlandscaped areas;
 - e. Digging ditches, picking up and loading branches, and raking and picking up piles of debris;
 - f. Cleaning District facilities made available to work release participants (e.g., restrooms, eating areas, etcetera) following work release use; and
 - g. Painting and striping curbs in parking lots.
4. Work release participants will use power equipment only on a limited basis and only to facilitate their efforts in performing the tasks identified above.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
CSEA CHAPTER #535
MEMORANDUM OF UNDERSTANDING
CONCERNING
OVERTIME

The Riverside Community College District and CSEA Chapter #535 hereby agree as follows with respect to overtime assignments in the District's functional areas of Facilities and Safety and Police:

1. All overtime referenced in this Memorandum shall be subject to the requirement of Article XV, Section E.
2. Each of the above-referenced functions shall maintain a seniority list (District seniority) of all employees in the bargaining unit for each department within the function. This now applies to all current departments and classifications within the Facilities and Safety and Police functions. The District reserves the right to reorganize, add to or delete these functions and departments, and should such action occur, this will be revised to reflect such changes and any associated classification revisions derived from the District's reclassification process.
3. At such time as the District identifies an overtime need in a department within either the Facilities or Safety and Police function, then the District shall offer said overtime to qualified bargaining unit employees on a rotational basis as follows:
 - a. Beginning February 1, 1995, the first offer to overtime in a department shall be made to the most senior employee in that department. Should that employee decline the offer of overtime, the employee then waives his/her overtime right for the remainder of that particular rotation. The offer shall then be extended to the next most senior employee on the departmental list. This process shall continue until such time as the offer of overtime is accepted by an employee within the department.
 - b. For the next identification of overtime need by the District, the District shall offer overtime to the most senior departmental employee on the seniority list who was not offered the immediately preceding departmental overtime opportunity. Should that employee decline the offer of overtime, then the offer shall be extended to the next most senior employee on the particular list. This process shall continue until such time as the offer of overtime is accepted by an employee within the department.
4. Should an employee on an approved leave become eligible for an identified overtime opportunity, then that employee shall be the first employee to be offered the next overtime opportunity which becomes available following his/her return to work.

5. Should the department be unable to contact an employee following the identification of an overtime need, then that employee shall be the first employee offered the next overtime opportunity which becomes available.
6. Notwithstanding the foregoing, there may be situations which require a department to offer an overtime opportunity to an employee other than the next eligible individual on that department's seniority list (e.g. an emergency situation), then the department shall advise the Human Resources Office of this matter within 72 hours of its occurrence. The Human Resources office will then review this matter with CSEA Chapter #535.
7. This Memorandum applies only to the subject discussed herein and to no other working conditions.
8. The terms of this Memorandum shall extend until June 30, 1996, and may be renewed only upon the written agreement of both parties.
9. This Memorandum has been incorporated into the Collective Bargaining Agreement as of April 23, 1997.