



**California School  
Employees Association**

**CSEA**

**The Best Union for Classified Employees**

# **Solano Community College Classified Staff, Chapter #211 2014 – 2017 CONTRACT**

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**4000 Suisun Valley Road  
Fairfield, California 94534-3197**

# Executive Board 2014-17

## **Executive Board/**

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President

Tina Abbate (x-7157)  
1<sup>st</sup> Vice President

Eileen Amick (x- 7169)  
2<sup>nd</sup> Vice President

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John Siefert (x-4626)  
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Galen Tom (x-4627)  
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- Political Action Rep – Antoinette Payne x-4738
- Retirement Rep – Maureen Bates x-4903
- Webmaster – Galen Tom, x-4627
- Parliamentarian – Diane Rieschick x-7239

## **CSEA Labor Relations Representative**

Jerry Fillingim (925) 288-1141

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## ARTICLE I

### RECOGNITION

- 1.1 **Recognition:** The Solano Community College District Governing Board, hereinafter called the "District" recognizes the California School Employees Association and its Chapter 211, hereinafter called the "Association" as the exclusive bargaining representative for all classified employees in the following job classifications:

Accountant  
Accounting Specialist I  
    Accounts Receivable  
    Cash Control  
Accounting Specialist II  
    Accounts Payable  
    General  
    Student Accounts  
Administrative Assistant I  
Administrative Assistant II  
Administrative Assistant III  
Admissions & Records Analyst  
Aeronautics Lab Technician  
Alternate Media Support Specialist  
Art Lab Technician  
Assessment Center Specialist  
Bookstore Assistant  
    Cashiering  
    Retail & Merchandising  
    Shipping & Receiving  
Bookstore Evening Operator/Retail & Merchandising  
Bookstore Operations Coordinator  
Career & Job Placement Coordinator  
Career Center Specialist  
Children's Programs Assistant  
Children's Programs Assistant Director  
Children's Programs Specialist  
Clerical Specialist  
Community Services/Public Information Specialist  
Community Services Registration Aide  
Computer Lab Technician – Math Activities Center  
Cosmetology Lab Assistant  
Cosmetology Lab Technician

Curriculum Analyst  
Customer Support Technician  
Customer Service Representatives  
DSP Specialist  
EOPS/CARE Coordinator  
EOPS & CARE Specialist  
Executive Assistant (bargaining unit)  
Financial Aid Advisor  
Financial Aid Analyst  
Financial Aid Outreach Specialist  
Financial Aid Systems Analyst  
Graphic Arts Operations Technician  
Graphic Arts Specialist  
Information Analyst  
Information Analyst (Lead)  
Instructional Assistant - Adapted PE  
Instructional Assistant – Assistive Computer Technology  
Instructional Assistant – Learning Disabilities  
Instructional Assistant - Nursing  
Instructional Assistant – Office Technology  
Instructional Lab Assistant  
Instructional Lab Assistant II  
Learning Resources Technician  
Math Activities Center Lab Technician (Lead)  
Payroll Coordinator  
Payroll Technician  
Photography Lab Technician  
Police Services Technician  
Programmer/Analyst  
Purchasing Technician/Buyer  
Reading/Writing Lab Technician  
Research Analyst  
Research & Planning Technician  
Scheduling Specialist  
Small Business Specialist  
Student Services Assistant I  
    DSP  
    Matriculation  
Student Services Assistant II  
    Financial Aid  
Student Services Generalist  
Switchboard Operator/Receptionist  
Technology Specialist  
Technology Specialist (Lead)

Tutoring Center Specialist  
TV & Cinematography Lab Technician  
Veterans Certification Specialist  
Webmaster

- 1.2 **Scope of Representation:** The scope of representation shall be limited to matters relating to wages, hours of employment, and other terms and conditions of employment. Nothing herein may be construed to limit the right of the District to consult with CSEA on any matter outside the scope of representation. If the scope of negotiations under the Rodda Act is broadened by State statute, or a PERB ruling, negotiations may be reopened thirty (30) days after such amendment or ruling solely on matters hitherto not subject to negotiations.
- 1.3 **Exclusions:** Management, confidential, supervisory, substitute, short-term, apprentice, professional expert, student employees and Blue Collar Unit.

## **ARTICLE II**

### **DISCRIMINATION**

- 2.1** Neither the District nor CSEA shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of rights, organizational leadership, or active membership in CSEA.
  
- 2.2** No employee in the bargaining unit shall be appointed, reduced, removed or in any way favored or discriminated against because of his/her political opinions or affiliations, or because of race, color, age (over 40), religious creed, sex disability, marital status, sexual orientation, ancestry, pregnancy, medical condition, political affiliation or national origin to the extent prohibited by law.



## ARTICLE III

### CHECK OFF AND ORGANIZATIONAL SECURITY

**3.1 Check off:** CSEA shall have the sole and exclusive right to have membership dues, initiation, and service fees deducted for employees in the bargaining unit by the District. The District shall, upon appropriate written authorization from any employee, deduct and make appropriate remittance for insurance premiums, credit union payments, savings bonds, charitable donations, or other plans or programs jointly approved by CSEA and the District. The District shall pay to the designated payee within a reasonable period of time the deduction of all sums.

**3.2 Dues Deduction:**

3.2.1 The District shall deduct in accordance with the CSEA dues and service fee schedule, attached hereto and marked Appendix A, dues from the wages of all employees who are members of CSEA on the date of the execution of this Agreement, and who have submitted dues authorization forms to the District.

3.2.2 The District shall deduct the initiation fee and dues in accordance with the dues and service fee schedule, attached hereto and marked Appendix A, from the wages of all employees who, after the date of execution of this Agreement, become members of CSEA and submit to the District a dues authorization form.

3.2.3 The District shall immediately notify the CSEA Job Representative if any member revokes a dues authorization.

**3.3 Service Fee:**

3.3.1 CSEA and the District agree that each employee in the bargaining unit should contribute equally toward the cost of administration of this Agreement by CSEA and for the representation of employees in the bargaining unit by CSEA.

3.3.2 Employees in the bargaining unit who are not members of CSEA on the effective date of this Agreement and employees who hereafter come into the bargaining unit shall either within thirty (30) days of the date of this Agreement or their employment apply for membership and execute an authorization for dues deduction on a form provided by CSEA or in the alternative, the District shall deduct from the salaries of such employees, service fees as set forth in the

CSEA service fee schedule, attached hereto and marked Appendix A. However, any employee may pay service fees directly to the Union in lieu of having the service fees deducted from their salary.

3.3.3 In the event that any CSEA member revokes a dues authorization, the District shall deduct from the salary of such employee the service fee as set forth in the CSEA dues and service fee schedule, attached hereto and marked Appendix A.

**3.4 Religious Objection:** An employee who is a member of a religious body whose traditional tenants or teachings include objections to supporting employee organizations shall not be required to join, maintain membership in, or financially support any employee organization as a condition of employment. Such employee shall pay a sum equal to the service fee to a non-religious, non-labor, or a charitable fund exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code chosen by the employee. If payment is made directly to the designated organization, proof of payment must be provided to the Union as a condition of continued exemption.

An employee who has exempt status and who requests the Union to use the grievance procedure or the arbitration procedure on his/her behalf, the Union is authorized to charge the employee for the reasonable cost of using such procedure.

**3.5 Hold Harmless Clause:** CSEA shall indemnify and hold the District harmless from any and all claims, demands, or suits, or any other action arising from the organizational security provisions contained herein.

**ARTICLE IV**  
**EMPLOYEE RIGHTS**

**4.1 Personnel Files.**

- 4.1.1 The personnel file of each employee shall be maintained by the District in the Human Resources Department.
- 4.1.2 Employees shall be provided with copies of derogatory written material ten (10) calendar days before it is placed in the file. The employee shall initial and date the material confirming receipt of a copy thereof. If the employee chooses to prepare a written response to such material within ten (10) calendar days, a copy thereof will be dated and initialed by the originator of the material and the AVP of Human Resources or designee and included in the individual file.
- 4.1.3 An employee shall have the right to examine his/her personnel file and to obtain copies of material contained therein. Material obtained prior to employment is excepted from this agreement.
- 4.1.4 All personnel files shall be kept in confidence and shall be available for inspection only to other employees of the District when actually necessary in the proper administration of the District's affairs or the supervision of the employee. The employee's personnel file shall be available for examination by the employee or his/her CSEA representative if authorized by the employee.
- 4.1.5 All material placed in a personnel file shall be dated and signed by the individual who prepared the material.
- 4.1.6 No material in a classified employee's personnel file originated prior to two (2) years shall be used to discipline, evaluate, dismiss or transfer a classified employee.

**4.2 Evaluation.**

- 4.2.1 All permanent employees shall be evaluated once every two years by their supervisor.
- 4.2.2 The probationary period for a classified employee cannot exceed six (6) calendar months. The probationary period may be six (6) or nine (9) months in accordance with the following: *(Adopted 4/17/02)*

- a. Each probationary employee shall be evaluated at least once prior to earning permanent status. *(Adopted 4/17/02)*
  - b. Initially, the probationary period is six (6) months of paid service in the position hired as a probationary employee. An extension of three (3) months may be necessary due to marginal, unsatisfactory performance or for other extenuating circumstances. This extension may be granted by the CSEA. The manager shall prepare another evaluation prior to the end of the three-month extension. *(Adopted 4/17/02)*
- 4.2.3 Each evaluation shall include a personal interview between the employee and the evaluator. The employee shall have the right to respond to any statement on the evaluation form. Any negative evaluation shall include specific recommendations for improvements.
- 4.2.4 The employee and evaluator shall sign the evaluation form prior to inclusion into the personnel file.
- a. Each employee shall be given a copy of his/her evaluation.
  - b. All evaluations are to be kept confidential.
- 4.2.5 Upon request by the employee, the next higher level of supervisor shall make an evaluation.
- 4.2.6 Evaluations shall be executed only upon the District's Classified Employees Performance Evaluation Form, which will be mutually agreed upon by the District and CSEA.
- 4.2.7 A permanent employee who is promoted to a higher classification shall be on conditional status in the classification for a period of three (3) months. A three (3) month extension may be granted by CSEA if additional evaluating time is agreed to be necessary. Such employee shall be evaluated at the second (2nd) month.
- 4.2.8 Article 4.2 is expressly excluded from the provisions of Article XXXIII: Grievance Procedure.
- 4.3** Distribution of Job Information: Upon initial employment and each change in classification, each affected employee in the bargaining unit shall receive a copy of the applicable job description, a specification of the monthly or

hourly rates applicable to his or her position, a statement of the employee's regular work site, regularly assigned work shift, the hours per day, days per week, and months per year.

- 4.4** Employment of either full-time or part-time students in any college work-study program or in a work experience education program shall not result in the displacement of classified personnel.
- 4.5** When an employee has cause to believe that disciplinary action is going to be taken against him/her, he/she may request a CSEA representative at the meeting.
- 4.6** Each employee in the bargaining unit shall receive written notification of sick leave and vacation balances on their monthly paycheck.

**ARTICLE V**  
**ASSOCIATION RIGHTS**

- 5.1 CSEA Rights:** CSEA shall have the following rights in addition to the rights contained in any other portion of this Agreement:
- 5.1.1 The right of access to areas in which employees work at reasonable times.
  - 5.1.2 The right to use without charge institutional bulletin boards, mailboxes, and the use of the school mail system, and other District means of communication for the posting or transmission of information or notices concerning CSEA matters. All material posted or distributed must clearly contain Association identification and must be posted or mailed by Association representatives.
  - 5.1.3 The right to use institutional office equipment, facilities, and buildings at reasonable times. Charges for use of said equipment shall be limited to the cost of paper or other consumable material.
  - 5.1.4 The right to receive upon request two (2) copies of any and all public written reports including budget or financial material submitted to the Governing Board.
  - 5.1.5 The District shall furnish the Association two (2) copies of the Board agenda and meeting minutes.
  - 5.1.6 Upon approval of the Superintendent/President or designee, the right of release time with pay for employee who is a CSEA state officer to conduct necessary CSEA business.
  - 5.1.7 The right of a total of ten (10) days release time with pay for CSEA chapter delegates to attend the CSEA Annual Conference. The Association will provide a list of the delegates and dates of absence to the AVP of Human Resources.
  - 5.1.8 The right of release time for bargaining unit employees to attend the regular monthly chapter meeting.
  - 5.1.9 The Association shall be given the opportunity to have a representative with release time to attend all orientation meetings held for new classified employees.

5.1.10 In recognition of the responsibilities of the Association to contract negotiations and grievance investigation and processing, the:

- a. Five (5) negotiating team members shall be released to attend negotiation sessions.
- b. Job Representatives shall be released to investigate and process grievances.
- c. Unit officers shall be granted released time for the purpose of preparing, meeting and conferring on Association business. The total of all such released time shall not exceed one hundred (100) hours per fiscal year. CSEA shall provide an end-of-year report of the total released time for participants to the AVP of Human Resources by September 30 each year.

**5.2 Representation on Advisory Committees:** The CSEA shall have the right to membership on all committees upon which they currently have membership and any new advisory committees dealing with classified employee-employer relations.

**5.3 Restriction on District Negotiations and Agreements:** The District shall conduct no negotiations nor enter into any agreement with any other employee organization on matters within the scope of bargaining.

**5.4 Distribution of Contract:** The District shall provide a copy, at no charge, to every employee in the bargaining unit as soon as possible after ratification by both parties.

## **ARTICLE VI**

### **JOB REPRESENTATIVES**

- 6.1** The District agrees to recognize Association Job Representatives duly appointed by the Association who may receive grievances and conduct routine Association business. It is agreed that CSEA, in appointing such representatives, does so for the purpose of promoting an effective relationship between the District and employees by helping to settle problems at the lowest level of supervision. Job Representatives shall not leave their stations without prior approval of their immediate supervisor.
- 6.2** The Association will notify the AVP of Human Resources of the names of all job representatives.
- 6.3** Job Representatives shall have the right to investigate, present, and process grievances during regular working hours without loss of pay or benefits.
- 6.4** The District agrees to provide a substitute for Job Representatives when they are performing the functions listed above only when, in the judgment of management, such action is necessary to maintain the function of the District.
- 6.5** Job Representatives may seek and obtain assistance from Association staff members.



## ARTICLE VII

### DEFINITIONS

- 7.1 "**Allocation**" is the placement of a class on a specific salary schedule range or rate.
- 7.2 "**Anniversary date**" is July 1 for all employees.
- 7.3 "**Apprentice**" is a trainee in a professional, technical, or skilled field employed on a temporary basis not to exceed ninety (90) working days in a fiscal year.
- 7.4 "**Bargaining unit seniority**" is secured by hours in paid status in a class or classes included in the bargaining unit, excluding overtime hours.
- 7.5 "**Bumping right**" is the right of an employee, under certain conditions, to displace an employee with less seniority in a class.
- 7.6 "**Class**" is any group of positions sufficiently similar in duties, responsibilities, and authority that the same job title, minimum qualifications, and salary range are appropriate for all positions in a class.
- 7.7 "**Class description**" is the description of the duties, responsibilities, minimum qualifications, and authority of positions in a class.
- 7.8 "**Classification**" is the act of placing a position in a class and shall be construed to mean that each position in the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a statement of the specific duties required to be performed in each such position, and the regular monthly salary range for each such position.
- 7.9 "**Conditional status**" is accorded to a permanent employee who has been promoted to a higher classification. Such status shall be three (3) months in duration. A three (3) month extension may be granted by CSEA if it is agreed to be necessary.
- 7.10 "**Demotion**" is a change in assignment of an employee from a position in one class to a position in another class that is allocated to a lower maximum salary rate.
- 7.11 "**Differential**" is a salary allowance in addition to the basic rate or schedule based upon additional skills, responsibilities, hours of employment, or distasteful or hazardous work.

- 7.12 "**Emergency**" is a sudden unexpected happening; an unforeseen occurrence or condition; specifically, perplexing contingency or complication of circumstances; a sudden or unexpected occasion for action; exigency; pressing necessity.
- 7.13 "**Fiscal year**" is July 1 through June 30.
- 7.14 "**Health and welfare benefits**" means any form of insurance or similar benefit programs, including, but not limited to, medical, hospitalization, surgical, prescription drug, dental, optical, psychiatric, life, disability, prepaid legal, or income protection insurance, or annuity programs.
- 7.15 "**Hire date seniority**" is secured by hours in paid status from the first day in paid status (excluding overtime hours).
- 7.16 "**Incumbent**" is an employee assigned to a position and who is currently serving in or on leave from the position.
- 7.17 "**Industrial accident or illness**" is an injury or illness arising out of or in the course of employment with the District.
- 7.18 "**Involuntary demotion**" is a demotion without the employee's voluntary written consent.
- 7.19 "**Lateral transfer**" is a voluntary transfer to a position of the same class.
- 7.20 "**Leave and transfer policies**" means any policy concerning any form of employee leave or transfer, including, but not limited to, sick leave, vacations, personal leave, industrial accident or illness leave, holidays, training leave, or transfer of an employee from one site to another.
- 7.21 "**Minimum qualifications**" are qualifications mandated for the position and which must be possessed by an employee before he/she can be considered for employment. An employee of the District shall automatically be deemed to possess the minimum job qualifications of an open position when their current job description (or one that the employee holds seniority in) requires those same qualifications (without testing).
- 7.22 "**Notice**": Whenever notice is required under this Agreement, and no form of notice is otherwise designated, written notice to the District shall be delivered to the Office of the Superintendent or by First Class Mail notice to the Office of the Superintendent, and notice to CSEA shall be written notice personally delivered to the President of the local chapter or First Class Mail

notice directed to CSEA Chapter #211, Solano Community College, 4000 Suisun Valley Road, Fairfield, California, 94534-3197 (*revised 6/2/04*).

- 7.23 "**Permanent employee**" is a regular employee who successfully completes an initial probationary period.
- 7.24 "**Probationary employee**" is a regular employee who will become permanent upon completion of six (6) months of satisfactory employment (see 7.25). Nothing shall prohibit a probationary employee from applying for a transfer or promotion.
- 7.25 "**Probationary period**" is six (6) months. The union may grant an extension of up to three (3) months if additional evaluating time is agreed to be necessary (see 4.4.2.b). (*Adopted 4/17/02*)
- 7.26 "**Professional expert**" is an employee hired on a temporary basis for a specific project for not more than ninety (90) working days in a fiscal year.
- 7.27 "**Promotion**" is a change in the assignment of an employee from a position in one class to a vacant position in another class with a higher maximum salary rate.
- 7.28 "**Reallocation**" is movement of an entire class from one salary range or rate to another salary range or rate.
- 7.29 "**Reclassification**" is the upgrading of a position to a higher class as a result of the increase of the duties and/or responsibilities being performed by the incumbent in such position.
- 7.30 "**Reemployment**" is the return to duty of an employee who has been placed on a reemployment list.
- 7.31 "**Reemployment list**" is a list of names of persons who have been laid off for lack of work or lack of funds, or exhaustion of sick leave, industrial accident or illness, or other leave privileges, and who are eligible for reemployment without examination in their former class for a period of thirty-nine (39) months. Said list arranged in order of their right to reemployment.
- 7.32 "**Regular employee**" is an employee, whether permanent, probationary, full-time, or part-time, who is not a restricted, substitute, short-term, apprentice, professional expert or student employee.
- 7.33 "**Restricted employee**" is a regular employee in a special category as

described in the Education Code Section 88005.

- 7.34 "**Retired employee**" is one who has retired for service or disability and who is eligible for or is receiving a retirement allowance from the Public Employees Retirement System.
- 7.35 "**Safety conditions of employment**" means any work-related condition affecting the health, safety, or welfare of the employee.
- 7.36 "**Salary rate**" is a specific amount of money paid for a specific period of service.
- 7.37 "**Salary schedule**" is a series of salary steps and ranges which comprise the rates of pay for all classes.
- 7.38 "**Salary step**" is one of the salary levels within the range of rates for a class.
- 7.39 "**Seniority in class**" is secured by regular assigned hours in paid status in a class excluding overtime hours.
- 7.40 "**Short-term employee**" is a person hired for a specific temporary project of limited duration which, when completed, shall no longer be required.
- 7.41 "**Student employee**" is either an employee employed by the District who is also a full-time student enrolled in 12 (twelve) or more units, and any student employed in a college work-study program, or in any state or federally funded work experience program.
- 7.42 "**Substitute employee (temporary absence)**" is a person hired to perform the duties of a position in the temporary absence of the employee who is regularly assigned to that position.
- 7.43 "**Substitute employee (vacancy)**" is a person hired to perform the duties of a position that has been vacated by the employee regularly assigned to that position. A substitute hired to fill a vacancy is limited to sixty (60) calendar days. An extension must be approved by the Association.
- 7.44 "**Uniforms**" are any clothing of a particular color, design, pattern or style required to be worn by the District.
- 7.45 "**Voluntary demotion**" is a demotion agreed to in writing by the employee and the District.
- 7.46 "**Working hours**" are all hours in paid status.

## ARTICLE VIII

### HOURS AND OVERTIME

- 8.1 Workweek:** For full-time employees, the normal workweek shall consist of forty (40) hours per week--five (5) consecutive days, Monday through Friday. This Article shall not restrict the extension of the regular workweek on an overtime basis when such is necessary to carry on the business of the District as provided in Section 8.9.

**Workday:** The length of the workday for each classified assignment shall be designated by the District in accordance with the provisions set forth in this Agreement. Each bargaining unit employee shall be assigned a fixed, regular, and ascertainable minimum number of hours, which shall be not less than twenty (20) hours per week with the exception of the following:

The District may fill six (6) classified positions in the CSEA bargaining unit for less than twenty (20) hours per week. Any employee hired under this provision would be assigned a fixed, regular and ascertainable number of hours.

No employee hired prior to August 1, 1985 would have his/her hours effected by this Agreement.

**8.2 Flexible Scheduling**

The workweek core hours of the District vary between 7:30 a.m. and end at 5 p.m., Monday through Friday (reference 8.1). Different workweeks and workdays may be established for individual employees, classes of employees, or departments.

The District recognizes that flexible scheduling of work hours which accommodate the personal preference of employees and meets department needs may be of benefit to both the employees and the District. Employees may voluntarily work a flexible schedule so long as the core needs of the District are met. A flexible schedule may include, but is not limited, to one-half (1/2) hour lunch (minimum), a 4 day/10-hour work schedule, a 9 day/80-hour work schedule, changes in days and or hours worked, or other variances from the regular work schedules as established by the District. Lunch periods and breaks shall be taken in accordance with the provisions of Section 8.5 Lunch Periods and 8.6 Rest Periods, and shall not be used to shorten the workday.

Requests for flexible schedules shall be made and evaluated at the departmental-work area level. Therefore, different types of schedules may be implemented depending on the needs of each work area. The department manager retains the right to determine the core needs of each work area.

An employee, group of employees, or department manager requesting a flexible schedule shall demonstrate as part of the request that the public service and/or production needs will continue to be met.

A proposal for a flexible schedule whether introduced by the employee or the manager shall be discussed between employee and the manager before the proposed schedule is to begin. An agreed upon flexible schedule between the manager and the employee will be documented and a copy sent to the Human Resources Department and the CSEA President. Denial of a specific request shall not be grievable.

Flexible scheduling arrangements may be discontinued after affected employees and the manager have discussed a change for the following: a change in personnel; the request of the employees; the determination by management that public service, work production or flow are being adversely affected. A discontinued flexible schedule will result in all employees in that work area, if necessary, reverting to the previous fixed work schedule of that area until such time as new flexible schedules may be arranged. A two-week notice may be needed to cancel a flexible schedule in order to avoid adversely affecting production, workflow, or employee work schedules.

No flexible scheduling arrangement shall be permitted which results in a non-exempt employee earning mandatory overtime pursuant to the Fair Labor Standards Act. The parties agree that, for employees working flex schedules, the normal workweek may be redefined pursuant to the Fair Labor Standards Act.

The following conditions shall apply to employees working a flex schedule:

**Vacation, Sick Leave:** Employees taking a vacation or sick day will use the number of hours of vacation or sick leave that equals their scheduled hours for that day (e.g., nine (9) hours on a scheduled nine (9)-hour day, four (4) hours on a scheduled four (4)-hour day).

**Holidays:** Full-time employees (those whose normal workweek is 40 hours) will receive eight (8) hours of holiday credit if they are scheduled to be off on a holiday. Part-time employees (those whose normal workweek is less than

40 hours) will receive their prorata share of holiday credit if they are scheduled to be off on a holiday. Holiday credit does not count toward overtime as it is not time worked. If the employee is normally scheduled to work more than eight (8) hours on a day that is a holiday, the employee must either make up the difference in hours scheduled to be worked and actual hours of holiday credit through use of vacation or compensatory time off, or make up the additional time in the same week that the holiday occurs. Employees must complete a holiday credit form, obtain supervisor approval and submit it to the Human Resources Department for record keeping. Holiday credit is non-accumulative, must be taken prior to the end of the current fiscal year, used as a whole day (not to be treated as a day is a day). Employees making up time due to occurrence of a holiday shall also not earn overtime for time spent making up the difference in holiday credit and scheduled hours of work and the department manager will be responsible for supervising all points of the schedule.

**Overtime:** Employees shall earn overtime (or compensatory time off) for all hours worked in excess of the flexible schedule assignment in a workweek, or in excess of their regularly scheduled hours in a workday (e.g., in excess of nine (9) hours on a scheduled nine (9)-hour day, and in excess of four (4) hours on a scheduled four (4)-hour day). Overtime for part-time employees shall continue to be governed by 8.9 of this Agreement.

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

**8.4 Increase in Hours:**

When additional hours are assigned to a part-time position on a regular basis, the assignment shall be offered to:

8.4.1 The incumbent when it is a single position.

- a. If the incumbent declines the additional hours, the District will offer the additional hours to another part-time employee who meets the minimum qualifications or advertise for a new part-time position.

8.4.2 By seniority within the affected department when there are multiple positions.

- a. If the senior employee declines the assignment, it shall be offered to the remaining employees in the class within the department in order of bargaining unit seniority until the assignment is made.

8.4.3 An employee cannot be adversely affected by this article and all rights of a person on the layoff list remains.

Note: Definition of "adversely affected" is that the employee shall not be reprimanded, disciplined, terminated, etc. for declining the assignment.

**8.5 Lunch Periods:** All employees covered by this Agreement shall be entitled to an uninterrupted lunch period. Such lunch period shall be for a period no longer than one (1) hour nor less than one-half (1/2) hour and shall be scheduled for full-time employees at or about the midpoint of each work shift. The scheduling of the lunch period shall be made by the immediate supervisor.

**8.6 Rest Periods:** The District shall provide one paid fifteen (15) minute rest period for each four hours of work. The scheduling of the rest period shall be made by the immediate supervisor in accordance with District needs. Employees are considered to be under the direction of the District during rest periods.

**8.7 Rest Facilities:** The District shall make a reasonable effort to make available, within budgetary constraints, at each work site adequate lunchroom, restroom, and lavatory facilities for classified employees' use.

**8.8 Voting Time Off:** If an employee's work schedule is such that it does not allow sufficient time to vote in any federal, state, or local election in which the employee is entitled to vote, the District shall arrange to allow sufficient time for such voting by the employee without loss of pay.

**8.9 Overtime:** Overtime is defined to include any time worked in excess of eight (8) hours in any one day or in excess of forty (40) hours in any calendar week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time.

8.9.1 Overtime compensation shall be as follows:

- a. One and one-half (1-1/2) times the regular rate of pay for hours worked in excess eight (8) hours per day.
- b. One and one-half (1-1/2) times the regular rate of pay for



- hours worked on the sixth consecutive day of work.
- c. Two and one-half (2-1/2) times the regular rate of pay for hours worked on a holiday or the 7th consecutive day.

**8.10 Shift Differential:** An employee who receives a shift differential premium on the basis of his/her shift shall suffer no reduction in pay, including differential, when assigned temporarily to a day shift.

8.10.1 Employees who begin their work day or shift at or after 1 p.m. but before 9:30 p.m. shall receive differential compensation which shall consist of a seven and one-half (7-1/2) hour work day. Employees whose shift begins at or after 9:30 p.m. but before 6 a.m. shall receive in addition to the seven and one-half (7-1/2) hour work day a premium pay of two and one-half (2-1/2) percent above their regular rate of pay.

8.10.2 **Overtime for Employees Receiving a Reduction in Hours as Shift Differential:** An employee in the bargaining unit whose shift differential premium consists of a reduction in assigned hours shall be paid at the appropriate overtime rate in accordance with Section 8.9 of this Article for all hours worked in excess of seven and one-half (7-1/2) hours in any one day and in excess of thirty-seven and one-half (37-1/2) hours in any one calendar week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the regularly assigned quitting time.

8.10.3 Classified employees who perform duties of a distasteful, dangerous or unique nature may receive differential compensation. "Differential compensation" means either a reduction in the number of hours required to be actually worked or an increase in salary or both.

**8.11 Compensatory Time Off:**

8.11.1 An employee in the bargaining unit may have the option to elect to take compensatory time off in lieu of cash compensation for overtime worked. Overtime worked and the method of compensation must be approved by the immediate supervisor in advance of the work. Compensatory time off shall be granted at the rate of time-and-one-half.

8.11.2 Compensatory time off shall be reported as earned and as taken, in accordance with administrative procedure.

8.11.3 Compensatory time off, when taken in lieu of cash, will be taken within one year. If compensatory time is not taken for any reason, then the overtime will be paid in cash. An employee cannot accumulate more than two hundred forty (240) hours of compensatory time (160 hours worked=240 hours compensatory time).

**8.12 Overtime - Distribution:** Overtime shall be assigned by management in a reasonable manner no less than four (4) days in advance of the work to be done except in cases of extreme emergency on a departmental rotating basis.

**8.13 Right of Refusal:** Any employee who is, by the nature of current job assignment, the most qualified, or the only one qualified, to do a job, may not refuse an overtime assignment or a call back, or call-in assignment, except in case of an extreme personal emergency on the part of the employee.

Employees in a classification who are assumed to have equal skills/knowledge may refuse such assignments, with the exception that, should all members of a classification refuse the assignment, management shall make the assignment based on the least seniority in the bargaining unit.

**8.14 Minimum Call In Time:** Any employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of three (3) hours pay at the appropriate rate of pay under this Agreement.

**8.15 Call Back Time:** Any employee called back to work after completion of his/her regular assignment shall be compensated for at least three (3) hours of work at the overtime rate, irrespective of the actual time less than that required to be worked.

**8.16 Hours Worked:** For the purpose of computing the number of hours worked, all time during which an employee is in paid status shall be construed as hours worked.

**8.17 Summer School Assignment:** When work normally and customarily performed by bargaining unit employees is required to be performed at times other than during the regular August-May academic year, the work shall be assigned to bargaining unit employees in the appropriate classification(s) as provided in this section.

8.17.1 When necessary to assign bargaining unit employees not regularly

so assigned to serve during a summer school period, the assignment shall be made in order of bargaining unit seniority, but no employee shall be required to accept such assignment. If the employee with the greatest bargaining unit seniority refuses the assignment, it shall be offered to other employees within the appropriate classification in descending order of bargaining unit seniority until the position is filled.

- 8.17.2 An employee who accepts a summer school assignment in accordance with the provisions of this section shall receive, on a prorated basis, no less than the compensation and benefits applicable to that classification during the regular academic year, and in no event shall his/her compensation and benefits be less, on a prorata basis, than the compensation and benefits he/she was receiving immediately prior to the commencement of the summer school assignment. No prorating compensation and benefits shall be applied on any basis other than on the relationship which the number of hours assigned for summer school employment bears to the number of hours assigned to the employee during the regular August-May academic year.
- 8.17.3 All hours assigned to an employee for a summer school assignment shall be considered "hours in paid status" for the purposes of this Agreement.

## ARTICLE IX

### PAY AND ALLOWANCES

#### 9.1 Regular Rate of Pay:

The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in the current adopted salary schedule. The regular rate of pay shall include any shift differential and/or longevity increment required to be paid under this Agreement. The salary schedule is attached as Appendix B. The District agrees that should another unit receive a pay increase in compensation, all CSEA unit members shall receive the same increase in compensation. Upon mutual agreement between CSEA and the District, salary increases may be reopened for negotiations during the contract year (Adopted 1/21/15).

New employees may be initially placed beyond the first step, to maximum of step 3, of the salary schedule. Step placement at Step 2 is based on at least three (3) years of related education and/or paid work experience in addition to meeting the minimum requirements for the position. The equivalent of twenty (20) semester units of related course work will equal one (1) year (transcripts must be submitted). While related work experience will be counted on a year-for-year basis. Step replacement at step 3 will be based on an addition two (2) years of related education and/or paid work experience about the experience required for step 2 placement. In the event the District has difficulty filling a position, initial salary placement may be placed at a step 4, this initial placement will follow the above criteria up to a step 3. This will be effective on January 1, 2015. (Adopted 1/21/15)

9.1.2 Each employee's base compensation (per Appendix B) shall include 100% District paid employee PERS contributions. The contributions shall be remitted by the College to PERS in the employee's name. The monthly PERS amount shall be reflected on the employee's monthly paycheck as part of their net earnings.

9.1.3 The District will pay the value of Employer Paid Member Contributions (EPMC) to CALPERS as additional compensation in accordance with Government Code Section 20636(c).

9.2 Payroll Errors: Any payroll error resulting in insufficient payment for an employee in the bargaining unit shall be corrected, and a supplemental written check issued, not later than five (5) working days after the employee

provides notice to the payroll department.

- 9.3 Special Payments:** Any payroll adjustment due an employee in the bargaining unit as a result of working out of class, recomputation of hours, or other reasons other than procedural errors shall be made and a supplemental check issued not later than five (5) working days following notice to the payroll department.
- 9.4 Lost Checks:** Any paycheck for an employee in the bargaining unit which is lost after receipt or which is not delivered within five (5) days of mailing if mailed, shall be replaced not later than five (5) working days following the employee's written demand of the payroll department for replacement of the check.
- 9.5 Pay Increases:** The District shall make a lump sum payment in a separate check of an agreed upon retroactive wage increase resulting from this Agreement or any amendments thereto within sixty (60) days of the agreement between the District and CSEA.

**9.6 Step Increases**

Employees hired between July 1 and December 31 will be granted step increases on the following July 1 and each subsequent July 1 until the last step is attained in the appropriate class. Employees hired between January 1 and June 30 will be granted step increases on July 1 of the following fiscal year and on each subsequent July 1 thereafter until the last step is attained in the appropriate class (18-month maximum waiting period).

- 9.7 Longevity:** A longevity service increment program is to be non-cumulative and implemented as follows effective July 1, 1986:

2-1/2% above base pay after 6 years of service  
5% above base pay after 8 years of service  
7-1/2% above base pay after 11 years of service  
10% above base pay after 15 years of service  
10% above base pay plus \$5,000 at the beginning of the 30<sup>th</sup> year of service (effective 7/1/03)

- 9.7.1 Employees hired prior to January 1, 1977 shall be granted longevity increases on July 1. If the employee's hire date is between July 1 and September 30, longevity increases shall be earned on the preceding July 1. If the employee's hire date is on October 1 or thereafter, step increases shall be earned on the succeeding July 1.

- 9.7.2 Members of the bargaining unit employed effective January 2, 1977, shall receive their longevity increment on the first day of the month they are hired.
- 9.7.3 Employees who are paid hourly for a specific number of workdays each year shall receive their longevity increase on the first day of the month they are hired (i.e., secretaries, instructional aides and assistants).
- 9.8 Docked Paycheck:** Before the paycheck of an employee is docked for any reason, such employee shall be notified within a reasonable period (not less than 2 weeks) prior to such action. An exception to the time limitation of this section would be waived in cases of an employee leaving the District.
- 9.9 Sick Leave Pay-Off Option:** Upon termination, a regular employee with five (5) years of service may elect to receive a cash settlement of up to fifty percent (50%) of his/her accumulated regular illness leave entitlement. Such settlement shall be paid at the employee's current hourly rate of pay and shall not exceed a maximum of 250 hours of pay. After the cash settlement, any balance of unused sick leave hours will be converted to retirement credit if the employee is filing a request for retirement. Conversion credit allowed pursuant to PERS regulation and Government Code 20963. (Adopted 6/17/09)
- 9.9.1 Sick Leave – Retirement Only Option: Any employee may convert unused sick leave to retirement credit if the employee is filing a request for retirement. Conversion credit allowed pursuant to PERS regulation and Government Code 20963. (Adopted 6/17/09)
- 9.10 Vacation Pay:** Pay for vacation days for all bargaining unit employees shall be the same as that which the employee would have received had he/she been in a working status.
- 9.11 Working Out of Classification:** An employee required by the immediate supervisor to perform duties of a higher job classification for a period longer than five (5) working days in any fifteen (15) calendar day period, shall have their pay adjusted upward for the entire period of the assignment. The salary adjustment shall be on the step of the appropriate range for the position that provides at least a one-step increase.
- 9.12** Employees who retire from the Public Employees Retirement System with ten (10) or more years of service to the District shall receive a one time \$5,000 retirement payment. An employee who has been placed on the \$5,000 longevity step is not eligible to receive this payment (effective 7/1/03).

## ARTICLE X

### EMPLOYEE EXPENSES AND MATERIALS

- 10.1 Uniforms:** The District shall pay the full cost of the purchase, lease, rental and maintenance of uniforms, identification badges, emblems and cards required by the District to be worn or used by bargaining unit employees. The District shall provide an adequate number of protective smocks to be used by employees when performing work which could damage their clothing.
- 10.2 Tools:** The District shall provide all tools and equipment which, in the opinion of management, are required in the performance of employment duties.
- 10.3 Replacing or Repairing Employees Property:** If the District requires the use of an employee's personal property it shall provide reimbursement for the loss or destruction of such property.
- 10.4 Public Liability/Medical Payments:** The District shall provide public liability insurance which protects the District and employees for liabilities related to the operation of the District and to the performance of duties by employees within the scope of their employment. The District shall also provide medical payment insurance for employees injured while travelling in automobiles on official District business.
- 10.5 Physical Examinations:** The SCCD Governing Board may require examinations of applicants (or employees) to determine the fitness of an applicant (or employee) to perform his/her duties without risk to themselves or others as a condition of employment. Cost of such examinations will be at District expense, administered by a licensed physician and results reported concurrently to the District and employee.
- Reimbursement shall be made within a reasonable time after a written request for same is received by the Business Office.
- 10.6 Fingerprinting:** All employees shall be fingerprinted within the first five (5) days of employment. The cost of fingerprinting shall be borne by the District. Reimbursement shall be made within a reasonable time after a written request for same is received by the Business Office.
- 10.7 Tuberculosis Clearance:** Upon employment and every four (4) years thereafter, employees are required to submit to an intradermal tuberculin test administered by a District approved facility. Employees who have a

reaction to the intradermal tuberculin test shall undergo an x-ray of the lungs. All costs of tuberculosis clearance administered by a District approved facility shall be absorbed by the district. The Human Resources Department will notify employees of their due dates and the approved facilities.

**10.8 Mileage:** Any employee in the bargaining unit required to use his/her vehicle on District business shall be reimbursed at the IRS established rate approved by the District.

**10.9 Reimbursement for Meals and Lodging:** Employees who must be in attendance at conferences, or on other approved District business, shall be reimbursed for MEALS at the IRS rate. *(Adopted 6/17/09)*

10.9.1 An employee who is required to be away from the District for one (1) day shall not be compensated for dinner unless, under normal driving time, he/she would be unable to return to his/her residence, by direct route, by 6:30 p.m. Receipts shall not be required.

10.9.2 Employees required to be away from the District overnight thereby requiring lodging shall be reimbursed at the usual and customary rate for lodging, for the employee's room expense only. Receipts shall be required.

10.9.3 Employees shall have their estimated expenses approved by the immediate supervisor prior to such expenditures.

**10.10 Hold Harmless Clause:** The District shall insure against the personal liability of each bargaining unit member for damages for death, injury to a person, or damage or loss of property caused by the negligent act or omission of the employee when acting within the scope of his/her employment.



## ARTICLE XI

### HEALTH AND WELFARE BENEFITS

- 11.1 Employee and Dependent Insurance Coverage:** Employees working 20 hours or more per week will be able to participate in the CalPERS Health Benefits Program effective July 1, 2012. The District agrees to contribute annually the maximum of the CalPERS Blue Shield Access + HMO premiums (Bay Area Group) for employees working 40 hours per week based on the employee, employee plus one eligible dependent or employee plus two or more eligible dependents. Employees working less than 40 but at least 20 hours per week will receive prorated medical benefits. For employees working at least 20 hours per week, the District will pay the full cost of dental and vision for employees and eligible dependents. (Adopted 5/2/12)
- 11.1.1 Dental insurance as provided in Appendix E by reference.
- 11.1.2 Vision care insurance as provided in Appendix C for reference. (Adopted 5/2/12).
- 11.2 Retired Employees:** Employees who retire with ten (10) or more years of service to the District as defined in 11.1 shall have the opportunity of one of the district-paid retirement options listed below. The benefits listed below will be prorated for those retiring employees working less than full-time. Effective July 1, 2012, new retirees will receive the same health plan and welfare benefits as active employees with the exception of the dental plan. The option chosen at the time of retirement is irrevocable. (Adopted 5/2/12)
- 11.4.1 Ten (10) years of medical for employee and spouse and vision for employee based on the CalPERS Blue Shield Access + HMO (Bay Area Group) two-party maximum. (Adopted 5/2/12)
- 11.4.2 Eight (8) years of medical for employee and spouse based on the CalPERS Blue Shield Access + HMO (Bay Area Group) two-party maximum at the time of retirement, eight (8) years of dental for employee and spouse (annual maximum of \$1500 and no orthodontia coverage, adopted 4/17/02) and eight (8) years of vision for employee and spouse
- 11.4.3 Five (5) years of medical based on the CalPERS Blue Shield Access + HMO (Bay Area Group) two-party maximum, dental, and vision for employee and spouse and \$10,000 payable to the employee in the 6th and 7th years in \$5,000 installments (at the end

of each fiscal year).

11.4.4 No health and welfare benefits provided but will receive \$20,000 in the 1st through 4th years in \$5,000 installments (at the end of each fiscal year).

11.4.5 Retired employees and their spouses who are (1) not eligible for District-paid benefits or (2) have exhausted District-paid retirement benefits may continue to participate in District health and welfare benefits at the retiree's expense subject to CalPERS regulations. (Adopted 5/2/12)

11.4.6 Spouses of deceased retired employees will continue to receive the District-paid health & welfare benefit(s) selected by the employee at the time of retirement for any remaining months or years available in that selection subject to CalPERS regulations. (Adopted 5/2/12)

**11.5 Continuation - Disability:** The District agrees to continue payments for all benefits programs provided to employees working at least 20 hours per week of this Article during the absence of any employee in the bargaining unit who is on paid disability leave. If extended unpaid disability leave is granted, the employee at his/her option may continue payment for all health and welfare programs provided subject to the eligibility criteria of the CalPERS Health Benefits Plan and the Joint Powers Authorities (JPA), if any. (Adopted 5/2/12)

**11.7 Voluntary Eligibility Reduction of Health Insurance Coverage:** An employee who has dual coverage for medical health insurance, may convert the District's medical insurance contribution to a \$1500 (or employee's pro rata share thereof) District paid IRC 409(b)(7) Mutual Fund Custodial Account or any other tax-sheltered annuity plan of their choice.

11.7.1 The employee must submit a medical benefit waiver request to the District to determine eligibility. Eligibility is satisfied upon submission of the request and proof of dual coverage.

11.7.2 Each employee shall have the option of enrolling or disenrolling in the TSA program each year at the time of open enrollment. To receive retirement medical benefits, the employee must make this change during the open-enrollment period prior to the date of retirement.

**11.8 IRS Section 125:** The District and CSEA will participate to implementing Internal Revenue Code Section 125. The three plans for implementation

are the premium conversion, dependent care, and medical reimbursement. The adopted Section 125 Plan will consist of the following criteria:

- 11.8.1 Employee will pay the monthly administrative costs.
- 11.8.2 Limit of \$2400 for medical reimbursements, provided the third-party administrator assumes all liability up to \$2400 on medical reimbursement.
- 11.8.3 Implementation: Based on a calendar year.
- 11.8.4 Regular, permanent employees may enroll in all sections of the Plan as soon as possible.
- 11.8.5 A probationary employee may enroll in premium conversation and dependent care, as soon as possible, after the Board adopted hire date.
- 11.8.6 A probationary employee is eligible for the medical reimbursement (at the next open enrollment period) once the employee has satisfactorily completed the probationary period.

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## ARTICLE XII

### HOLIDAYS

- 12.1 Scheduled Holidays:** The District agrees to provide all employees in the bargaining unit with the following paid holidays:
- 12.1.1 New Year's Day
  - 12.1.2 District Holiday - (day following New Year's Day)
  - 12.1.3 Martin Luther King, Jr. - Third Monday in January
  - 12.1.4 Lincoln's Day – (As designated by the Governing Board and recommended by the Calendar Committee) *adopted 4/17/02*
  - 12.1.5 President's Day - Third Monday in February
  - 12.1.6 Spring Vacation Day - Friday of the week of spring recess
  - 12.1.7 Memorial Day - the last Monday in May
  - 12.1.8 Independence Day - July 4
  - 12.1.9 Labor Day - the first Monday in September
  - 12.1.10 Admission Day - September 9 (see subarticle 12.4 below.)
  - 12.1.11 Veteran's Day - November 11
  - 12.1.12 Thanksgiving Day - The Thursday proclaimed by the President
  - 12.1.13 District Holiday - (Friday following Thanksgiving Day)
  - 12.1.14 Christmas Day
  - 12.1.15 District Holiday - (day following Christmas Day)
  - 12.1.16 Floating Holiday (to be taken with prior approval of first level manager at any time during the year)
- 12.2 Holidays on Saturday or Sunday:** Holidays falling on Sunday shall be taken on succeeding Mondays; holidays falling on Saturday shall be taken on preceding Fridays. Holidays falling on a day designated as a non-work day other than Saturday or Sunday (including, but not limited to, Christmas recess, Easter recess) shall be observed as floating holidays.
- 12.3 Holiday Eligibility:** An employee covered by this agreement must be in paid status on the day preceding or the day following a holiday to be eligible for the holiday.
- 12.4 Designation of Admission Day:** Admission Day, if not observed on September 9, shall be designated as a floating holiday.
- 12.5** Holidays shall have no cash value, i.e., employees terminating services with the District prior to taking holidays shall have no entitlement to payment for such unutilized holidays. The holidays enumerated in 12.1 above shall not be attached to vacation unless approved by the employee's immediate supervisor.

**12.6** A representative appointed by the Association shall serve on the Calendar Committee each fiscal year.

**12.7** **Winter and Spring Breaks:** In addition to the mandated holidays during the Christmas season and spring break period, the District will discuss with CSEA prior to determining the winter and spring break closures. Additional days off during the breaks will be shared on a one-for-one basis with the District. For example, if the campus were closed three (3) working days in addition to the mandated holidays at Christmas, the District would grant 1 ½ days and employees normally scheduled to work during this period would take 1 ½ days of their own time (floating holidays, comp time or vacation).

If there are more than six (6) working days (three days charged to employee's leave and three days provided by the District) in the break in addition to mandated holidays, the District will meet with CSEA to discuss a different split for employees who are limited to ten days annual vacation. A different split other than 50/50 may be changed for these affected employees if requested with approval of the AVP of Human Resources and the Superintendent/President.

**ARTICLE XIII**

**VACATION PLAN**

- 13.1 Eligibility:** All employees in the bargaining unit shall earn paid vacation time under this Article except that this amount is not vested until the completion of six (6) months of employment. Vacation benefits are earned on a fiscal year basis--July 1 - June 30.
  
- 13.2 Paid Vacation:** Except as otherwise provided in this Article, paid vacation shall be granted no later than the fiscal year immediately following the fiscal year in which it is earned. After six (6) months employment, paid vacation may be granted in the fiscal year in which it is earned.
  
- 13.3 Grandfather Clause:** Bargaining unit employees employed by the District before August 17, 1977, shall retain their present vacation benefits. If applicable, these employees shall accrue additional vacation days according to the schedule in 13.4. In no case shall these employees be adversely affected by implementation of the schedule in 13.4.
  
- 13.4 Accumulation:** Vacation shall be earned and accumulated on a basis of a 12-month, 8-hour day or proration thereof. (Proration is calculated as follows: Days of contract plus holidays divided by 260 times vacation days earned by years of service.)

| 12-month/8 hour Employees | Days Accrued | Monthly Accrual | First year Entitlement | Two Year Entitlement |
|---------------------------|--------------|-----------------|------------------------|----------------------|
| 1 month through 3 years   | 10 days      | 6.67 hours      | 80.04 hours            | 160.08 hours         |
| 1 month through 9 years   | 15 days      | 10.00 hours     | 120.00 hours           | 240.00 hours         |
| 10 years through 14 years | 20 days      | 13.34 hours     | 160.08 hours           | 320.16 hours         |
| 15 years and above        | 25 days      | 16.67 hours     | 200.04 hours           | 400.08 hours         |

*(Adopted 1/21/15)*

**NOTE:** Your vacation balance is included in your monthly pay stub.

| 12-month/7½ hour Employees | Days Accrued | Shift Differential Monthly Accrual | First year Entitlement | Two Year Entitlement |
|----------------------------|--------------|------------------------------------|------------------------|----------------------|
| 1 month through 3 years    | 10 days      | 6.25 hours                         | 75 hours               | 150 hours            |
| 1 month through 9 years    | 15 days      | 9.38 hours                         | 112.56 hours           | 225.12 hours         |
| 10 years through 14 years  | 20 days      | 12.51 hours                        | 150.12 hours           | 300.24 hours         |
| 15 years and above         | 25 days      | 15.63 hours                        | 187.06 hours           | 375.12 hours         |

*(Adopted 1/25/2015)*

13.4.1 The maximum amount of accumulated unused vacation time earned that may be carried over to the next fiscal year (July 1) is a two (2) year entitlement. Vacation accrual over 2 years shall be moved into the excess vacation bank. Excess vacation hours will be applied first when vacation is taken. (Adopted 1/21/15)

13.4.2 If the employee has excess vacation over the two (2) year entitlement on July 1, the employee has until September 1 to use the excess vacation.

13.4.3 If unforeseen circumstances occur that preclude the employee from using excess vacation by September 1, 13.4.2 may be waived by the AVP of Human Resources.

**13.5 Vacation Pay:** Pay for vacation days for all bargaining unit employees shall be the same as that which the employee would have received had he/she been in a working status.

**13.6 Vacation Pay Upon Termination:** When an employee in the bargaining unit is terminated for any reason, he/she shall be entitled all vacation earned and accumulated up to and including the effective date of the termination, except as limited in Section 13.1.

**13.7 Vacation Postponement:**

13.7.1 If a bargaining unit employee's vacation becomes due during a period when he/she is on leave due to illness or injury, he/she may request that his/her vacation date be changed, and the District shall grant such request in accordance with vacation dates available at that time.



13.7.2 If for any reason a bargaining unit employee is denied, in writing, the opportunity to take all or any part of a scheduled earned annual vacation, the amount not taken shall, at the option of the employee, be accumulated for use in the following year, if the employee's projected balance is not in violation of accumulation carry over, or be paid for in cash.

**13.8 Holidays:** When a holiday falls during the scheduled vacation of any bargaining unit employee, that day shall not be charged against accumulated vacation time.

**13.9 Vacation Scheduling:**

13.9.1 Supervisors and employees will make every effort to schedule vacations each year. Vacations shall be scheduled at times requested by bargaining unit employees so far as possible within the District's work requirements.

13.9.2 In the event employees have excess vacation on July 1, beyond the two-year limit, supervisors and employees will schedule and employee will use the excess leave by September 1. In the event the employee refuses to schedule the excess vacation, the manager shall schedule the vacation.

13.9.3 If there is any conflict in scheduling vacations between employees who are working in the same or similar functions, the employee with the greatest bargaining unit seniority shall be given preference as to vacation schedules. Requests that cannot be honored will be scheduled by the employee and supervisor at the earliest convenience of both parties.

**13.10 Interruption of Vacation:** An employee in the bargaining unit shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by the Agreement without a return to active service, provided the employee supplies notice and supporting information regarding the basis for such interruption or termination.

## ARTICLE XIV

### LEAVES OF ABSENCE

#### **Absence Notification:**

The employee's immediate supervisor should be notified of the intent to be absent, the nature of the absence, and the anticipated duration of the absence in advance of the work shift for leaves covered by Articles 14.1.1, 14.2, 14.4, and 14.5. All other leaves/absences require advance authorization. If the employee's immediate supervisor is unavailable, the employee must contact the Human Resources Department. This notification requirement shall be waived in cases of extreme emergency. Upon return from leaves, bargaining unit members shall complete an Employee Absence Report Form.

#### **14.1 Sick Leave**

- 14.1.1 Members of the bargaining unit employed by the District five (5) days per week, twelve (12) months per year, shall be entitled to fourteen (14) days leave of absence for illness, injury, or medical appointments, exclusive of days they are not required to render service.
- 14.1.2 Members of the bargaining unit employed less than five (5) days a week and/or less than a full fiscal year are entitled to that proportion of fourteen (14) days leave of absence for illness or injury as the number of months and/or number of days a week they are employed bear to twelve (12) months.
- 14.1.3 **Advance Credit of Sick Leave:** On July 1 of every fiscal year, a permanent employee will be granted sick leave credit up to the number of days he/she would be allowed in one fiscal year. A probationary employee will receive no more than six (6) days sick leave credit until the seventh month of service with the District. In the event an employee terminates employment with the District after having used more sick leave days than the number earned, the unearned portion will be deducted from the final paycheck. If no salary is due the employee who has used more sick leave days than the number earned, he/she will be billed for the overpayment.
- 14.1.4 Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day of illness.

- 14.1.5 **Pregnancy Disability/Maternity Leave:** Sick leave may be used for any disability deriving from pregnancy, including childbearing, recovering from childbearing, miscarriage, or abortion verified by a physician's report. The employee shall receive full pay for accumulated sick leave during verified disability period. If sick leave is exhausted prior to the end of the disability period, Article 14.7, Extended Illness or Injury Leave, goes into effect until the end of the disability period. If the employee wishes not to return to duty, an unpaid parental leave may be requested as established in Article 14.3.
- 14.1.6 If an employee does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year.
- 14.1.7 **Quarantine:** An employee whose absence arises because of quarantine which results from contact with other persons having a contagious disease while performing his/her duties, shall receive full salary during the period of enforced quarantine, and no deduction will be made from his/her accrued sick leave. A statement from a qualified physician and/or public health authorities relative to the quarantine restriction shall be required in all cases.
- 14.1.8 Any employee hired prior to July 1, 1980 may convert unused sick leave to retirement credit if the employee is filing a request for retirement.
- 14.1.9 Members of the bargaining unit absent due to surgery, serious illness or injury or absent more than five (5) consecutive assigned workdays may be required to provide a medical release to Human Resources prior to being permitted to return to work.  
*(Adopted 6/17/09)*
- 14.1.10 **Claims for Sick Leave:** Sick leave may be taken in fifteen (15) minute units.
- 14.1.11 An employee may use accumulated sick leave in cases of serious illness of spouse or child (irregardless of the age of the child) (revised 4/7/04). If the employee chooses to use sick leave for the spouse or child for an absence longer than five days, the employee will provide the District with a doctor's verification. *(Adopted 4/7/04)*
- 14.1.12 Medical verification of the validity of the leave or absence may be

required for absences more than five (5) days or in cases of excessive absenteeism or suspected abuse of sick leave as defined below.

14.1.12.1 Pattern of sick leave abuse: Established patterns of four (4) or more absence slips submitted for sick leave use before and/or after weekends, holidays, and vacations within an academic year, shall be considered a pattern of sick leave abuse. The employee's immediate supervisor may request a doctor's verification of such absence if abuse is suspected.

14.1.12.2 All attendance will be monitored by the immediate supervisor to identify potential abuse of sick leave. A conference between the member, CSEA union steward and the immediate supervisor shall occur with a progressive approach to investigate the absenteeism and counsel the employee. *(Adopted 10/5/11)*

14.1.12.3 If sick leave abuse is established, the employee shall be subjected to progressive discipline as outlined in Article 20.2.

## **14.2 Personal Necessity Leave**

14.2.1 Personnel Necessity is a leave charged against sick leave which may be taken when events demand an employee's immediate attention. An employee may use up to six (6) days of accumulated sick leave during each fiscal year for reasons of personal necessity. The employee shall notify the immediate supervisor in advance of the intended absence. Personal necessity can be used for the following reasons.

- a. Death or serious illness of a member of the employees' immediate family when additional leave is required beyond that provided in the Bereavement Leave provisions of this agreement.
- b. Accident, involving the employee's person or property, or the person or property of a member of the immediate family.
- c. Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.

- d. Paternity or adoption
- e. Illness of dependent(s).
- f. Pressing personal business.
- g. Leave for reasons other than those listed may be granted at the discretion of the immediate supervisor.

**14.3 Parental Leave:** An employee who is the natural or adoptive parent of a child shall be entitled to an unpaid leave of absence for the purpose of caring for his/her child. Such leave shall be for a maximum period of six (6) months and shall be granted upon giving the District four (4) weeks notice prior to the anticipated date on which the leave is to commence. The employee shall notify the Human Resources Department of intent to return at least two (2) weeks before the expiration of the leave.

**14.4 Bereavement Leave**

14.4.1 The District agrees to grant five (5) days of paid leave of absence to an employee for the following:

- a. Death of employee's spouse, child, mother or father.
- b. Death of other immediate family members if out-of-state travel is necessary or if travel is in excess of 200 miles one way.

14.4.2 The District agrees to grant three (3) days of paid leave of absence to an employee in the event of the death of other immediate family members if travel is 200 miles or less one way.

14.4.3 Members of the immediate family are defined as the grandmother, grandfather, grandchild, aunt, uncle, son-in-law, daughter-in-law, sister, sister-in-law, brother, and brother-in-law of the employee or spouse; the parents of the employee's spouse; and any other person living in the immediate household.

14.4.4 Upon return from Bereavement Leave a member of the bargaining unit shall be required to complete an Employee Absence Report Form provided by the District and provide such proof of eligibility for Bereavement Leave benefits as may be required by the District.

14.4.5 Members of the bargaining unit may be granted permission by their immediate supervisor to be absent without pay on account of the death of any person not designated as immediate family. Such absence shall not exceed three days or five days if out-of-state travel is in excess of 200 miles one way.

14.4.6 **Death of Employee or Former Employee:** An employee may be permitted to be absent from his/her assignment for the purpose of attending the funeral services of an employee or a former employee of the District when the services are being held locally during the regular school day and do not interfere with the reasonable functioning of the District.

The appropriate administrator may approve the request. Such absences will not be deducted from authorized absences or leaves.

#### **14.5 Jury Duty - Court Witness**

14.5.1 The District agrees to grant to members of the bargaining unit called for jury duty in the manner provided by law, leave of absence without loss of pay for time the employee is required to perform jury duty during the employee's regularly assigned working hours. Employees so called for jury duty must notify the District of service date(s) upon receiving said notice from officers of the Court. At the conclusion of your service, you must obtain a jury duty verification form which must be attached to your absence report.

14.5.2 The District shall pay the employee at the member's regular rate of pay.

14.5.3 Employees are required to return to work during any day or portion thereof in excess of one (1) hour in which jury duty services are not required. Any employee whose normal shift is other than the day shift should be temporarily assigned to the day shift during jury duty.

14.5.4 An employee called as a court witness may do so without loss of salary, providing the employee attaches a copy of the subpoena or summons to the absence report.

**14.6 Industrial Accident and Illness Leave:** The following material does not include all of the Workers' Compensation Law Benefits. An employee may be entitled to other benefits and he/she should contact the Human Resources Department for further details.

- 14.6.1 Eligible members of the bargaining unit who sustain an injury or illness arising directly out of and in the course and scope of their employment shall be eligible for a maximum of sixty (60) working days paid leave in any one fiscal year. This leave shall not be accumulated from year to year. Industrial accident or illness leave will commence on the first day of absence.
- 14.6.2 Payment for wages lost on any day shall not, when added to an award granted under the Workers' Compensation laws of this state, exceed the normal wage for the day. Industrial accident and illness leave will be reduced by one day for each day of authorized absence, regardless of a compensation award made under Workers' Compensation. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the industrial injury or illness occurred, for the same illness or injury.
- 14.6.3 Industrial accident or illness leave is to be used in lieu of normal sick leave benefits.

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

- 14.6.4 Any time an employee on industrial accident or illness leave is able to return to work within 60 days, the employee shall be reinstated in his/her position without loss of status of benefits.
- 14.6.5 During any paid industrial accident and illness absence, the employee shall endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District, in turn, shall issue the employee appropriate warrants for the payment of not more than his/her full salary and shall deduct normal retirement and other authorized contributions.

**14.7 Extended Illness or Injury Leave:** Once a year on July 1, an employee shall be entitled to an extended illness or injury leave of absence paid at the

rate of fifty percent (50%) of his/her regular salary for a period not to exceed a maximum of 100 working days each year in accordance with Section 88196 of the Education Code.

- 14.7.1 The extended illness leave provided in this section shall be used only after the exhaustion of all sick leave.
- 14.7.2 Proof of illness or injury for such leave, acceptable to the District, must be provided by a licensed physician.
- 14.7.3 The District shall inform the employee upon request in writing of the period of time constituting leave at full pay as well as the period of time during which he/she will be compensated at 50% of regular pay.
- 14.7.4 This leave shall not be accumulated from year to year.

#### **14.8 Long-Term Health Leave**

- 14.8.1 An employee who has used all days of earned sick leave, compensation overtime, and who must be absent because of industrial accident or illness or non-industrial accident or illness and whose health is such that he/she is unable to satisfactorily carry out his/her assignment, may be granted a long-term health leave for a period not to exceed one year. The leave may be renewed for an additional six-month period by the Governing Board. Long-term health leave is unpaid leave.
- 14.8.2 At the conclusion of his/her leave, an employee may return to the duties of the position to which he/she was assigned providing that the attending physician verifies that he/she is fully able to assume all the responsibilities of the position.
- 14.8.3 If at the conclusion of eighteen months of absence, the employee is still unable to assume the duties of the position, he/she will be placed on a reemployment list for a period of thirty-nine (39) months. During this period, if the employee is able to assume all the duties of the position as confirmed by a written verification from a physician of the district's choice and the employee's choice, he/she will be re-employed for the first vacancy in the classification of his/her previous assignment. The reemployment will take preference over all other candidates except those laid off for lack of work or funds.



**14.9 Emergency Leave:** Full-time employees shall be entitled to one (1) day of paid emergency leave per year. The employee shall notify his or her immediate supervisor in advance of his or her intended absence except in the case of death, serious illness or accident. Emergency leave may be used in conjunction with Administrative Leave (14.13). Emergency leave is not accumulative.

**14.10 Military Leave:** Members of the bargaining unit shall be granted any military leave to which they are entitled under law, as classified school employees. Employees shall be required to request military leave in writing and, upon request, to supply the District with "orders" and status reports.

**14.11 Break In Service**

14.11.1 Employees on a Board approved paid leave of absence provided by the provisions of this Article shall not be considered to have a break in service for purposes of earning sick leave, vacation, health and welfare benefits, and step increments.

14.11.2 During any unpaid leave of absence, employees shall not accumulate sick leave or vacation. Employees on unpaid leave may participate in health and welfare benefits provided they pay the monthly premiums in advance.

14.11.3 Employees returning from a paid or unpaid sick leave or vacation leave shall be placed in the position in which the employee served prior to the leave.

14.11.4 Employees returning from leave other than sick leave or vacation and when all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of the person's position, the person shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months.

14.11.5 If an employee fails to return on the first work day following the date of the expiration of any leave, without a bona fide reason, he/she shall have voluntarily terminated employment with the District.

**14.12 General Leave:** A permanent employee who has used all vacation time to which he/she is entitled and who must be absent from work because of pressing personal reasons may be granted, by the Governing Board, leave without pay for a specified period of time not to exceed one year.

**14.13 Administrative Leave:** Members of the bargaining unit may be granted up to a maximum of eight hours per calendar month for personal leave. Such leave to be granted at the discretion of the immediate supervisor. Such time off shall be made up within fifteen calendar days of taking such leave.

**14.14 Catastrophic Leave**

14.14.1 **Definition:** Illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which requires the employee to take time off from work for an extended period of time to care for a family member (spouse, child, parent or other family member living in the household), and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all his or her sick leave and other paid time off.

14.14.2 **Criteria for approval:**

- a. A catastrophic illness or injury is one which totally incapacitates the employee from work or totally incapacitates an employee's spouse, child, parent or other family member living in the household.
- b. Catastrophic illness or injury may include, but is not limited to, heart attack, stroke, kidney failure, cancer, incapacitating disease, major surgery and/or treatment for life threatening illness or hospitalization as a result of a severe automobile or other accident.
- c. Any mental stress related illness shall be excluded.

14.14.3 **Eligibility to Receive Catastrophic Leave:**

- a. Permanent employee(s) who has previously donated catastrophic leave.
- b. Exhaustion of all paid eligible leaves (sick leave, regular and extended; vacation; floating holidays; emergency day; compensatory time; and holidays).
- c. Catastrophic leave will run concurrently with family leave.

- d. Employees on catastrophic leave are not eligible to receive other district paid non-workdays (i.e., spring and holiday breaks).

**14.14.4 Requesting Catastrophic Leave:**

- a. The employee must complete a Catastrophic Leave Request form, attach medical verification from a licensed physician which defines the catastrophic illness or injury (to include estimated date of return), and submit all documentation to the Human Resources Department.
- b. The employee is entitled to receive all hours donated at the time of solicitation providing the donated leave does not exceed the actual time needed or 6 consecutive months. An employee is eligible to receive no more than 12 months of paid leave to include all paid leaves noted in 14.14.3.b. including catastrophic leave.
- c. If the catastrophic leave is for the employee, he/she will use all paid leaves (vacation, sick leave, and floating holidays) accrued on a monthly basis while in paid leave as a result of catastrophic leave.

**14.14.5 Catastrophic Leave Donation Eligibility:**

- a. A donation is granted and accepted on the basis of time for time not to include a dollar value.
- b. Employees may donate accrued vacation, compensatory time, or sick leave.
- c. Donation must be a minimum of eight hours initially or a proration of the average hours worked per week; may be in one hour increments thereafter to a maximum of 40 hours for each employee requesting catastrophic leave.
- d. When donating sick leave, the donating employee must maintain a minimum of a two-year entitlement for his/her own illness.
- e. Donations are irrevocable.
- f. Employees wishing to donate must complete the appropriate

form and submit it to the Human Resources Department.

- g. Leave donated and not used by the requesting employee will be banked for future employees.

**14.14.6 Catastrophic Leave Process:**

- a. The Human Resources Department will verify the information submitted on the Request for Catastrophic Leave form and will forward a copy to the collective bargaining representative.
- b. The catastrophic leave request will be reviewed by the bargaining unit representative and the Human Resources Department to determine if the criteria have been met.

**14.14.7 Annual Solicitation:**

- a. Employee groups who have a catastrophic leave provision in their collective bargaining agreement or policy manual may contribute and receive benefits.
- b. Eligible employees may contribute during the open enrollment period which will be the month of September (September 1 through the last working day of the month).
- c. Minimum contribution rate at each annual solicitation is 8 hours or a proration of the average hours worked per week.

**14.14.8 Special Solicitation:**

- a. After approval of a catastrophic leave request, the Human Resources Department will send a memo to bargaining unit members and other employee groups who have a catastrophic leave provision requesting donations.
- b. The request for donations will not include the recipient's name and must be kept confidential unless permission is given by the employee; other information related to the request will be kept confidential.
- c. A contribution during a special solicitation does not constitute enrollment in the plan.

14.14.9 **Termination of Leave:**

- a. Donated leave has been exhausted.
- b. Employee has been in paid catastrophic leave status for six (6) consecutive months.
- c. Resignation
- d. Service or disability retirement of the employee.
- e. Death of the ill or injured person.
- f. Notification by the employee that the bank utilization is no longer needed.

## ARTICLE XV

### PROFESSIONAL GROWTH, TRAINING AND EDUCATION

#### 15.1 PROFESSIONAL GROWTH

**Philosophy:** The program and services of our college district provide the community with opportunities for individual development and life-long learning. To ensure the growth of quality education as a continuing diverse process, a concept which our organization promotes, we must recognize and value all individuals within the district as vital contributors to the achievement of that growth.

As active elements in the realization of institutional goals and objectives, classified employees must be instrumental in creating and promoting an atmosphere conducive to the concept of life-long learning.

Professional Growth has been adopted as an organized activity designed to improve performance of employees in the classified service and to provide training for employees to gain new skills and abilities; to broaden their opportunity for promotion or absorption into other classifications, thereby enhancing the district's affirmative action program; to engage in study and related activities designed to retain and extend the high standards of the classified employees.

Because of the increasing demand in our ever-changing society for new and/or better capabilities among the classified staff, a Professional Growth Program shall be implemented offering a means by which an employee can be compensated or rewarded for voluntarily improving one's value to oneself and to the district.

**Program:** The District Professional Growth Committee shall continue as established. Four (4) members of the Committee shall be appointed by the CSEA and one (1) shall be appointed by the Superintendent. The Committee shall select its own chairperson. Such committee shall have release time to perform its function.

The purpose of the Committee shall be to recommend to the AVP of Human Resources an in-service education program for classified employees. The in-service education program shall be composed of two parts: (a) general training for all individuals within a job classification and (b) specific courses generally available in the adopted College curriculum.

15.1.1 General training in-service program shall be designed to upgrade

skills and improve effectiveness of individuals within a specific job category. The Committee shall recommend to the AVP of Human Resources the number of professional growth credits assigned to each program.

15.1.2 Specific courses taken by employees in the regular College program must be job related as determined by the Committee. The Committee shall recommend appropriate courses to the AVP of Human Resources for approval. College courses shall carry the same number of professional growth credits as designated for college credit.

15.1.3 The Professional Growth Program provides for a maximum of ten percent (10%) above the employee's regular rate of pay for the completion of 46 semester units of college credit. Professional growth credits must be earned after the initial hire date of the employee. This bonus shall be paid in increments of five percent (5%) of the employee's salary for each 23 college credits completed. Payment will be made according to the schedule below.

| Employee submits application documents to Committee | Committee submits verification to AVP of Human Resources | Effective date of payment |
|---|--|---------------------------|
| July 1  | July 10  | July 1                    |
| February 1  | February 10  | February 1                |

Professional growth program entitlement criteria and procedures are listed in Appendix G.

**15.2 Educational Released Time:** Full-time 40-hour a week employees in the bargaining unit may request to attend one (1) job-related/degree related (to the credit limit allowed by a degree program) three (3) hour class during any one semester of the academic year offered as part of the regular class schedule (excluding the Community Services Schedule) at Solano Community College.

Less than full-time bargaining unit employees (20-39 hours a week) receive pro-rated released time hours to attend one class under the same conditions as in paragraph 1 during any one semester of the academic year offered as part of the regular class schedule (excluding the Community Services Schedule) at Solano Community College.

Released time to attend class will be scheduled at times requested by the bargaining unit employees as far as possible within the District's work requirements.

Class fees are waived providing the employee is in paid status at the time the class begins.

**Tuition:** Employees of the District will be exempt of any fees which might be charged when enrolling in a Solano Community College course.

**15.3 In-Service Training Leave:** The District may provide a program of in-service training for employees in the bargaining unit designed to maintain a high standard of performance and to increase the necessary or required skills of employees.

15.3.1 **In-Service Training Time:** In-service training may take place during regular working hours at no loss of pay or benefits to employee.

15.3.2 **Reimbursement for Tuition:** The District shall reimburse employees for the tuition costs of any and all required training programs.

**15.4 In-Service Workshops:** Three to four in-service workshops mutually agreed upon between the District and CSEA may be scheduled and conducted each fiscal year between August and May. Workshops will be scheduled to permit maximum participation by unit members.

**15.5 Retraining Opportunities**

15.5.1 Retraining is an opportunity for employees to learn new skills or a new job. Retraining benefits both the employee and the district. Retraining for upward mobility and/or promotional opportunities may include cross-training and/or job shadowing and must have consensual agreement of all parties involved.

15.5.2 The Association and the District shall negotiate the possibility of retraining opportunities for employees who will be laid off. Refer to Article 19, Layoff & Re-Employment.

**15.6 Long-Term Personal Education Leave:** An unpaid leave of absence may be granted to any employee in the bargaining unit by the Governing Board for the purpose of personal education. The employee will submit a letter



requesting leave along with written justification for undertaking the educational program, an outline of the work to be accomplished, and the name of the educational institution where the course work will be taken.

15.6.1 **Full-time Education Leave:** A full-time educational study leave may be granted to an employee who has worked for the District for five (5) consecutive years for a maximum length of one year.

15.6.2 **Part-time Education Leave:** A part-time educational study leave may be granted to an employee who has worked for the District for three (3) consecutive years.

15.6.3 Any leave of absence granted under this policy shall not be deemed a break in service for any purpose, except that such full-time leave shall not be included as service in computing service to the granting of any subsequent leave under this type of leave, nor shall employee earn vacation pay, sick leave, holiday pay, or other benefits provided in this Agreement. Part-time leaves shall be pro-rated as to leaves and all benefits.

## ARTICLE XVI

### TRANSFERS/PROMOTIONS

**16.1 Transfer:** A transfer is defined as a change to a different job site of either the physical location of a position (i.e. job site) or a change of position within the same classification. (Adopted 1/21/15) (e.g., bookstore, clerical, student services, or computer services.)

16.1.1(a) **Job Temporary Site Transfers:** No employee member shall be assigned to work temporarily in a location other than the employee's normal work site without prior discussion with the employee member. (Adopted 1/21/15)

16.1.1(b) **Permanent Site Transfer:** No member shall be assigned to work permanently in a location other than the member's normal work site without prior discussion with CSEA representatives. (Adopted 1/21/15).

16.1.2 **Voluntary Transfers:** A member of the bargaining unit may at any time request a transfer to a position within his/her current classification or a related lower class which is within the recognized bargaining unit. A voluntary transfer is the reassignment of a member, without examination, from one position to another position in the same classification, or a similar position within the bargaining unit. (Adopted 1/21/15)

16.1.2(a) Unit members may, at any time submit to the Human Resources Office a written request, on forms designated for that purpose, for transfer to positions within their current classification. Such requests shall include the classification requested and any special considerations such as particular working hours. The Human Resources Office will notify unit members, who have submitted requests of transfers in the bargaining unit and will refer to the hiring authority the names of all interested unit member who meet the minimum qualification for vacant positions. (Adopted 1/21/15)

16.1.3 **District-Initiated (involuntary) Transfers:**

16.1.3(a) Definitions: A District-Initiated transfer is an involuntary transfer initiated by the District. In the absence of disciplinary action, a District-Initiated transfer does not

involve a change in class; however may involve a change in work site. (Adopted 1/21/15)

16.1.3(b) The district may change the work site of unit members within the same job classification, under the same supervisor/manager. The affected unit member shall be given two weeks' notice and a conference will be held with the appropriate supervisor/manager, the unit member, and CSEA Representative to discuss the reasons for transfer. The unit member's evaluation date and salary advancement date shall not change as a result of this type of transfer. (Adopted 1/21/15)

16.1.4 **Lateral Transfer:** A voluntary transfer to a position in the same classification/job. All parties shall follow the process for lateral transfers under Article XVII 17.2.2 (Adopted 1/21/15)

16.2 **Promotion:** A promotion is a change in the assignment of an employee from a position in one class to a vacant position in another class with a higher maximum salary rate.

16.2.1 The District recognized the importance of professional and career development. Unit members are encouraged to apply for higher-level positions which are vacant. All vacancies are filled by an open, competitive selection process. Unit members will however, be given consideration for such vacancies. Unit member, who meet the minimum requirements as outlined in the job announcement, will automatically be granted an interview. Unit members must file a new, complete District application by the deadline in the job announcement. The District will screen the application to verify that unit members meet the minimum qualifications. (Adopted 1/21/15)

16.2.2 A unit member who is promoted to a higher classification within the bargaining unit as a result of an open, competitive process will be placed at the step of the appropriate range that will provide at least a one (1) step increase when promoted 1 through 4 ranges. If a promotion moves the member up 5 or more ranges, they will be placed at the step of the appropriate range that will provide at least a two (2) step increase. When the unit member's salary step advancement date and the effective date of promotion coincide, the salary step advancement increment shall be applied before the promotion computation is made. (Adopted 1/21/15)

16.2.3 A unit member who is promoted shall serve a conditional status period of 6 months in the higher classification. A unit member who applied for and receives a promotion to a higher position shall have return rights to the former position if the six-month conditional evaluation is not satisfactory. This may result in the bumping, displacement, or layoff of the unit member with less seniority in the current position. (Adopted 1/21/15)

16.2.4 The unit member's evaluation date shall be changed to reflect the hire date of the new position. The salary step advancement date, for purposes of step increases, shall not change. (Adopted 1/21/15)

~~16.3 **Criteria:** The following criteria shall be used in consideration of transfers and/or promotions.~~

~~16.3.1 The needs and efficient operation of the office.~~

~~16.3.2 The contribution the unit member can make in the new position.~~

~~16.3.3 The affirmative action goals of the District for the appropriate job classification.~~

~~16.3.4 The qualifications, as specified in the job description.~~

~~16.3.5 Evaluations within the past two years may be considered.~~

16.3 **Mileage:** Employees assigned temporarily to travel to locations (Adopted 1/21/15) other than their normal work site shall be compensated for mileage if the second work site results in mileage greater than the mileage to their normal work site. Transportation time to a second site shall be included in the compensated working day.

16.4 **Reasons for Denial:** The District will provide the employee member with a written statement of reasons of the denial upon request of the employee as well as a copy sent to the CSEA Chapter President. (Adopted 1/21/15)

## ARTICLE XVII

### JOB VACANCIES

Job vacancies will be filled according to the following procedures:

#### 17.1 ~~No Recruitment Required~~

**Vacancies:** A vacancy is a position that is open to internal and/or external applicants by virtue of resignation, termination, reorganization, or the establishment of a new position. (Adopted 1/21/15)

Job vacancies will be filled according to the following procedures: (Adopted 1/21/15)

~~17.1.1 District undertakes a reorganization of the district or makes a series of one or more transfers or reassignments that does not result in a net increase in the number of employees. This includes situations where an employee dies, retires, resigns, or is terminated and the district chooses to redistribute the workload rather than hiring a new person to perform the work.~~

~~17.1.2 District upgrades, reclassifies, or renames a position which is currently occupied by an incumbent without significantly altering the duties being performed by the individual.~~

#### 17.2 ~~On-Campus Recruitment Available to CSEA Employees Only~~ **Internal Recruitment (Adopted 1/21/15)**

17.2.1 ~~CSEA bargaining unit~~ **P**ositions ~~will~~ **shall** be advertised on-campus in job categories which have achieved proportionate representation (Adopted 1/21/15) **and** the district has an upward mobility program which is included in the faculty and staff diversity plan approved by the Chancellor of the California Community Colleges. All CSEA employees may apply.

a. A job notice will be posted for six (6) full working days on ~~bulletin boards in prominent locations at each District job site~~ **email**. Any employee in the bargaining unit may ~~make application~~ **apply** by submitting an **updated** employment application ~~or an updated resume~~ to the Human Resources Department by the closing date. (Adopted 1/21/15)

b. Any employee on leave during the period of the posting shall be mailed a copy of the notice by first class mail on the date

the position is posted if he/she has notified the Human Resources Department in a memo of his/her absence. Any employee on leave or vacation may authorize CSEA or its officers to file a letter of interest and an employment application or resume on the employee's behalf. All interested and qualified employees shall be interviewed.

17.2.2 ~~Advertised~~ CSEA bargaining unit positions ~~will~~ shall (Adopted 1/21/15) be made available as lateral transfers. A lateral transfer is the opportunity for an employee to apply for a position in the same salary range if they meet the minimum qualifications for the advertised position. (For example, an individual in salary range 13, regardless of the job title, may apply for a vacant position in the salary range 13 if they meet the minimum qualifications.)

- a. The Human Resources Department will formally notify all eligible lateral transferees in writing of available positions via District email. (Adopted 1/21/15) They will be given six (6) full working days to submit an employment application to the Human Resources Department. All requests for a transfer shall submit an application.
- b. Any employee on leave during the period of the posting shall be notified by first class mail if he/she has notified the Human Resources Department in a memo of his/her absence. Any employee on leave or vacation may authorize CSEA or its officers to file a letter of interest and an employment application on the employee's behalf.
- c. All interested lateral transfer employees who meet minimum qualifications shall be interviewed in accordance with Board policy 4000. (Adopted 1/21/15)
- d. ~~All interviews shall be conducted in accordance with the current Board Policy 4000 interview process (current shall be interpreted to mean the board policy in effect at the time of interview).~~ If the hiring committee selects the lateral transfer, the position is filled. If the hiring committee rejects the lateral transfer, Human Resources shall follow Article 17.4. (Adopted 1/21/15)

### 17.3 On-Campus Recruitment Available to All District Employees Only

17.3.1 Interim, temporary and short-term appointments.

- a. All District employees may apply for interim, temporary and short-term positions in accordance with the job announcement.

17.4 ~~On-Off Campus Recruitment~~ Internal/External campus Recruitment  
(Adopted 1/21/15)

17.4.1 Positions not filled by 17.2 will be advertised on and off campus simultaneously in accordance with district procedures.

- a. All CSEA employees who apply for a position and meet the minimum qualifications stated in the job announcement shall be interviewed.
- b. Any employee on leave during the period of the posting shall be mailed a copy of the notice by first class mail on the date the position is posted if he/she has notified the Human Resources Department in a memo of his/her absence. Any employee on leave or vacation may authorize CSEA or its officers to make application or resume on the employee's behalf in accordance with the job announcement.

## ARTICLE XVIII

### CLASSIFICATION AND RECLASSIFICATION

- 18.1 Annual Job Position Review:** Management shall consult with CSEA on current job classification as necessary.
- 18.2 New Classifications:** In the event that new classified job classifications are created, the AVP of Human Resources shall discuss the inclusion or exclusion thereof with CSEA before making a decision regarding unit placement which shall be communicated to CSEA within ten (10) days. Salary range placement and the job description shall be negotiated with CSEA. Disputed cases shall be submitted to PERB for resolution.
- 18.3 Reclassification**
- 18.3.1 **Reclassification Review Process:** Whenever a change to the duties assigned to a position is directed by the District or the duties performed by an incumbent gradually change over time and may not reflect the duties as described in the job description, the incumbent or the District may request a review of the work to determine the appropriate classification assignment.
- 18.3.2 **Reclassification** is the upgrading of a position to a higher class as a result of the changes in duties or work that may significantly alter the nature of the job, and/or increase of the duties and/or responsibilities as described in the job description and are being performed by the incumbent in such position.
- 18.3.3 The position shall be reviewed, not the person serving in the position. Reclassification should not be viewed as a reward for superior services, seniority or qualifications of the incumbent or temporary nature of assignments. Assuming duties on one's own authority does not constitute a basis for reclassification.
- 18.3.4 Training, learning new duties, or assisting other employees perform duties within the job description is not a basis for reclassification. In addition, cross-training, learning new duties, or assisting other employees perform duties outside the job description on an occasional basis is encouraged and will also not be considered a basis for reclassification.



**18.4 Reclassification Criteria Resulting in a Salary Adjustment:** (at least one criteria must be met to be eligible)

- 18.4.1 Significant job duties (other than increased workload) added to a specific position by the supervisor or assumed by the employee with the supervisor's knowledge and explicit or tacit approval.
- 18.4.2 Significant job duties added to a position or class of positions by the District.
- 18.4.3 Significant changes in levels of responsibility to a position or a class of positions.

**18.5 Employee Initiated Reclassification Requests**

- 18.5.1 The employee shall notify the AVP of Human Resources in writing with a copy to the CSEA President no later than December 1 requesting a reclassification review.
- 18.5.2 The AVP of Human Resources will forward a reclassification questionnaire to the employee no later than January 15.
- 18.5.3 The employee must complete the reclassification questionnaire provided for this purpose and attach any supporting documents and submit them to Human Resources no later than February 28. If the 28<sup>th</sup> falls on a non-workday, the previous workday is the deadline for submission.
- 18.5.4 The employee shall bear the burden of proof in respect to presenting his/her facts and substantiating evidence to the review panel.
- 18.5.5 The AVP of Human Resources will forward the employee's questionnaire to the manager for his/her written response within fifteen (15) working days. The AVP of Human Resources may provide an extension if the manager has to respond to multiple reclassification requests.
- 18.5.6 The manager must return a written response to the AVP of Human Resources no later than March 31. If the 31<sup>st</sup> falls on a non-workday, the previous workday is the deadline for submission.

## **18.6 Application Screening Panel**

- 18.6.1 Within thirty (30) calendar days of March 31<sup>st</sup>, a panel composed of the AVP of Human Resources, another manager appointed by the Superintendent/President, a CSEA representative appointed by the Association, and the CSEA labor relations representative shall review all requests to determine if they meet the reclassification criteria as set forth in the attached form (Appendix E). All Requests meeting the criteria as determined by a majority of the Application Screening Panel shall be forwarded to the Reclassification Review Panel for consideration. Requests not meeting the criteria will not be considered and will be returned to the employee. There will be no appeals or grievances to this decision.
- 18.6.2 The duties of the Application Screening Panel include reviewing the questionnaire and making a determination as to whether the reclassification warrants further review by the Reclassification Review Panel. The screening panel also has the authority to recommend job title and job description changes for those requests that do not warrant further review by the Reclassification Review Panel.
- 18.6.3 The recommended changes made by the Application Screening Panel will be forwarded to the Superintendent/President.

## **18.7 Reclassification Review Process**

- 18.7.1 The AVP of Human Resources shall facilitate the review process, serve as resource to the panel, and serve as a panel member. The Reclassification Review Panel composed of one additional manager appointed by the Superintendent/President and two CSEA representatives, appointed by the Association, shall review written requests including other supporting documents and hear presentations from the employee and the manager. The panel may request information from others orally or in writing. Based on the presentations and discussions, the panel may request the AVP of Human Resources to make appropriate changes in the proposed job descriptions, conduct an internal classification and/or compensation review based on the criteria listed in Appendix G, and/or submit a recommendation to the panel.
- 18.7.2 After the panel has completed their analysis, the AVP of Human Resources shall conduct an internal classification analysis. The

Director will complete the analysis and shall consult with the CSEA President, or their designee concerning the recommendation.

**18.8 Reclassification Review Panel Recommendations**

- 18.8.1 If the CSEA representative and the AVP of Human Resources agree on the recommendations based on panel input and the internal analysis, the Director will forward the recommendation to the Superintendent/ President.
- 18.8.2 If the CSEA President or their designee and the AVP of Human Resources cannot agree on the recommendations, each party shall submit a written recommendation and justification to the Superintendent/President within ten (10) working days of the mutual agreement between the parties who disagree.
- 18.8.3 The Superintendent/president's written decision will be returned to both parties within thirty (30) working days.

**18.9 Action**

- 18.9.1 The Superintendent/President shall review all recommendations and may request additional information in order to make a determination.
- 18.9.2 If the Superintendent/President does not support the recommendations, he/she shall provide a written explanation including reasons of denial to the AVP of Human Resources. The AVP of Human Resources shall meet with the CSEA representative to review the denial.
- 18.9.3 The AVP of Human Resources and the CSEA representative may appeal the Superintendent/President's determination by making an appointment with the Superintendent/President within ten (10) working days of the decision.
- 18.9.4 After meeting with the AVP of Human Resources and the CSEA representative, the Superintendent/President shall forward the final determination to the AVP of Human Resources. The Director shall forward the determination to the employee, the CSEA President, and the manager. There will be no appeals or grievances to the final decision.
- 18.9.5 Reclassification that results in changes in the job description or job title shall become effective as soon as the Governing Board

approves the revised job description and/or job title. Reclassification that result in a salary upgrade will become effective no later than the first workday of the following fiscal year or sooner as determined by the Superintendent/President.

**18.10 District Initiated Reclassification Requests:** The purpose of the district initiated request for reclassification is the result of a reorganization/re-engineering plan that has been approved by the administration and/or Governing Board. The plan may include the restructuring or the changing of current job descriptions and/or job titles for employed staff members. The creation of a new or additional position in a department is not subject to this process. The following process is designed to provide for a thorough review with an implementation of July 1.

18.10.1 The manager of the department will discuss a proposal for a reorganization/re-engineering plan with the department staff. The purpose of the discussion is to obtain feedback to assist the manager in refining the proposal.

18.10.2 The manager will prepare the proposal for submission to the appropriate Vice President. Employees have the right to submit opinions to the appropriate Vice President with the final proposal.

18.10.3 The Vice President is responsible for obtaining the appropriate approval. The Vice President will meet with the department manager to discuss revisions and/or modifications to the proposed plan. The department manager will meet with the department staff to discuss any revisions and/or modifications to the proposed plan.

18.10.4 If approved, a formal proposal shall be developed and a copy forwarded to the CSEA President, or their designee, and the AVP of Human Resources no later than October 15. The formal proposal may include but is not limited to changes in the job duties, job descriptions and job titles. The proposal should include as much supporting information as possible. However, the proposal should not include recommended salary placement since this is determined by the Reclassification Review Panel.

18.10.5 The CSEA President, or their designee, and the AVP of Human Resources shall review the proposal and reach consensus on any recommendations as an addendum to the proposal. The purpose of the review and recommendations is to include additional information to aid in implementation that may impact the employees currently working in the department. Recommendations may include but are

not limited to provisions for retraining of current employees serving in the department that may be impacted by the reorganization. A copy of the recommendations will be forwarded to the Vice President and the requesting manager for information. The manager may request to meet with the AVP of Human Resources and the CSEA President or their designee to review and discuss the recommendations.

18.10.6 The requesting manager shall submit the final proposal along with any modified addendum to the AVP of Human Resources no later than March 15. The Director shall forward the request directly to the Reclassification Review Panel (skipping the application screening panel review).

18.10.7 The remainder of the process identified in the employee initiated request process shall be followed.

18.10.8 No currently employed staff member shall be adversely impacted financially as a result of a reorganization/re-engineering implementation plan except in the case of a formal layoff. Vacant positions will be filled and paid in accordance with the provisions of the collective bargaining agreement.

## ARTICLE XIX

### LAYOFF AND RE-EMPLOYMENT

#### 19.1 Seniority

- 19.1.1 As of July 1, 2007 seniority shall be converted from hours in paid status to date of hire based on the hours in paid status calculation on July 1, 2007.

For all employees hired after July 1, 2007, seniority is based on length of continued service measured by the initial date of hire the employee has with the employer. Seniority is to be measured in the years/months format.

Seniority shall be accumulative during absences due to illnesses, layoffs, or leave of absence as long as such seniority is not terminated in accordance with other provisions of this Agreement.

- 19.1.2 Seniority shall be broken for any of the following reasons:

An employee resigns or quits.

An employee is discharged for just cause.

An employee is laid off for a period longer than thirty-nine (39) consecutive months.

An employee, after being laid off, fails to return to work within fifteen (15) calendar days after being notified by registered mail by the employer.

- 19.1.3 Seniority within a class, shall be calculated by time worked within classifications of higher and equal ranking in which employee is serving or has served.

An employee transferred to a job outside of the bargaining unit will retain accumulated seniority and will continue to accumulate seniority.

- 19.1.4 Length of service credit shall be granted employees for a military leave of absence.

- 19.1.5 "Hours in Paid Status" shall not be interpreted to mean any service performed prior to entering into probationary or permanent status in the classified service of the District except where the affected unit employee was employed as a substitute in the assignment received

upon entering into probationary status.

- 19.1.6 "Class" is defined as a group of positions (classifications) within a job occupational family which have common characteristics and which are ranked according to a job family.
- 19.1.7 "Classification" is defined as a position within a class which has a designated title, specific duties, responsibilities and minimum qualifications and which has a designated salary range established for each position within a class.
- 19.1.8 The District shall maintain an updated seniority roster indicating employees' class seniority, bargaining unit seniority and hire date seniority. Such roster shall be available to CSEA upon request.

## **19.2 Layoff**

- 19.2.1 Layoff shall occur only for lack of work or lack of funds.
- 19.2.2 Order of layoff within a classification shall be determined by length of service. The employee who has been employed the shortest time in the class plus higher classes shall be laid off first. In the case of two or more unit employees having the same length of service, the order of layoff of such employees shall be determined by lot.
- 19.2.3 When a layoff of classified employees is anticipated by the administration, and prior to the time Governing Board action is taken with respect to a layoff of classified employees, the District shall notify CSEA of the possibility of a layoff action. The District shall provide CSEA with an updated seniority roster of all employees in the classified unit, showing hours of seniority for each classified employee as defined in accordance with this Agreement. A list of positions recommended for elimination will be furnished to the CSEA at the same time as the seniority list is furnished.
- 19.2.4 In the event or necessity of layoff, written notice of layoff shall be delivered to the affected unit employee in person or sent by registered mail by the Superintendent/President or designee not less than forty-five (45) days prior to the effective date of layoff, informing the employee of displacement rights, if any, and reemployment rights. *(Adopted 10/5/11)*

Any layoff notice shall specify the reason for layoff.

- 19.2.5 **Vacation Pay upon Termination:** An employee of the District receiving a 45-day layoff notice shall have the option of taking his/her accrued vacation or receiving monetary compensation for such accrued vacation, but shall not be forced to take such vacation within the 45-day notification period. Vacation time and compensatory time (within the limits of the contract) earned and unused at the time of layoff shall be computed and paid off with the final warrant due the employee. *(Adopted 10/5/11)*
- 19.2.6 **Fringe Benefits:** A unit employee who has been laid off pursuant to this Article shall be entitled to, at his/her expense, to continue the same insurance plans provided for employees in the health and welfare article of this Agreement, for a period of eighteen (18) months following the date of termination and/or until such time as the employee becomes covered under any other group health plan, whichever occurs earlier. The unit employee shall pay the monthly premium costs on the dates designated by the District in order to continue such coverage.
- 19.2.7 **Substitute Work:** The employer must make reasonable efforts to utilize laid-off employees for substitute work. Such employees interested in substitute work must file a letter to that effect with the Human Resources Department. Substitutes will be selected from the reemployment list by seniority.
- 19.2.8 In lieu of being laid off, an employee may (if possible): retire, take voluntary demotion, take voluntary reduction in assigned time or bump into another position which he/she is eligible.

### **19.3 Bumping Rights**

- 19.3.1 An employee who is laid off from a classification and who has previous service in an equal or lower classification shall have the right to bump the least senior employee in such equal or lower classification. *(Adopted 10/5/11)*
- 19.3.2 The employee must have previous service in a position, even if title may have changed, to be eligible to 'bump'.
- 19.3.3 A person with bumping rights shall bump into a previously held position which has the same number of hours in paid status per year or the one with the nearest number of hours as did the



position from which he/she is being laid off.

#### **19.4 Reemployment Rights**

19.4.1 Persons laid off because of lack of work or lack of funds are eligible to reemployment for a period of thirty-nine (39) months and shall be reemployed in preference to new applicants. In addition, such persons laid off have the right to participate in promotional examinations within the district during the period of thirty-nine (39) months.

A unit employee who elects a demotion, reduction in assigned time or retirement in lieu of layoff shall be placed on a sixty-three (63) month reemployment list and shall be eligible, when a classified vacancy occurs, to return to his/her former job classification in seniority order, without being subject to testing of any kind.

19.4.2 There shall be an up-to-date reemployment list kept by the Human Resources Department, whereby employees laid off shall be ranked on that list in accordance with their proper seniority.

19.4.3 A person who has been placed on the lay-off list by reduction in hours shall have priority to regain full employment over an employee who is currently working half-time.

19.4.4 **Reemployment-Placement on the Salary Schedule:** Classified employees on the Reemployment List, who meet minimum qualifications for a vacant classified position, shall be placed on the step in the classification which gives them the same dollar amount, if possible, or the nearest dollar amount they earned at the time of layoff.

No salary credit shall be granted in any year or years in which the person in layoff status performs no services to the District.

After returning to work, a person would advance one step on the salary schedule on their next anniversary date provided they have rendered service by being reemployed prior to their established date.

19.4.5 **Order of Employment:**

The following order of employment will be implemented until all

persons on the laid off reemployment list have returned to their former classification (no less than the same hours per day and workyear) or have returned to another classification (at the same pay level, same or more hours per day and workyear prior to layoff) or returned to a position that is recognized as a promotion (with the same or more work hours and workyear).

- a. Layoff within job classification: Persons laid off for a specific job classification will have return rights by seniority order. (Example: An Administrative Assistant I is laid off; he/she is on the reemployment list for an Administrative Assistant I position. If an Administrative Assistant I position becomes available, the most senior Administrative Assistant I on the layoff reemployment list will be offered the position.)
- b. Illness/Injury: Persons who were placed on the reemployment list due to illness/injury will be offered a position in the classification held prior to placement on the list when a position is available providing a doctor's verification is submitted indicating that the employee is physically/mentally able to return. This verification must be submitted to the Human Resources Department to be eligible for reinstatement and prior to vacant positions becoming available.
- c. Minimum qualifications: Persons laid off who qualify\* for other CSEA positions will be offered positions in seniority order that become available providing the positions are in the same or lower pay range of the salary schedule as the position from which they were laid off from. (Example: A Student Services Specialist who was on Range 13 is laid off. A Financial Aid Assistant III position becomes available which is also on Range 13. The laid off Student Services Specialist will be offered the Financial Aid Assistant III position.) For the purpose of reemployment, the employee is considered to be reemployed and no longer on the reemployment list if he/she accepts a position on the same pay range, same hours, and same work year. Employees who accept a lower paying position, reduced hours, or reduced work year will continue to be on the reemployment list.

\* In order to be eligible for notification of positions, interested persons must submit a written requests to include those

positions for which they qualify. All testing requirements, if applicable, and qualifications must be documented prior to being eligible for notification.

- d. Other district positions (CSEA, Operating Engineers, and Confidential) that become available that are not filled by steps a, b, or c above will be made available to CSEA employees and other district employees on the District layoff reemployment list. These persons will be notified by letter of the availability. Interested persons from this list must meet minimum qualifications and make application as indicated in the letter. They will be interviewed prior to any other persons.
- e. Refer to Article 17 for lateral transfer and Article 16 for transfers/promotion from on campus and outside recruitment.

19.4.6 If a position becomes vacant during a unit employee's eligibility period for reemployment, the AVP of Human Resources shall send written notice by first class mail to the last known address of such unit employee(s) offering reemployment in seniority order.

19.4.7 The District may, simultaneously, send out notices of a job vacancy to more than one person on the reemployment list, provided that the more junior person may be given the vacancy only when those persons with more seniority have declined or waived the vacancy.

19.4.8 If an employee accepts any offer of reemployment, he/she must report to work within fifteen (15) work days following receipt of the reemployment offer, unless a later reporting date is indicated on the reemployment offer itself, or the District approves a later reporting date.

## ARTICLE XX

### DISCIPLINE AND DISMISSAL

- 20.1 ~~The District maintains the right to reprimand, suspend with or without pay, or terminate a member of the unit for failure to perform assigned duties and responsibilities.~~

#### **STATEMENT OF PURPOSE**

**DEFINITION:** Any unit member designated as a permanent employee shall be subject to disciplinary action only for reasonable cause. "Cause" relating to disciplinary action against classified employees means those grounds for discipline, or offenses enumerated in written rules, regulations and policies of the District. (Adopted 1/21/15)

The decision to initiate disciplinary proceedings and the determination of the type and the amount of recommended discipline are reserved to the District. However, a unit employee shall be subject to disciplinary action only for cause. Grounds for disciplinary action may be based on the causes enumerated in this Article in Sections 20.1.2 and 20.1.3. (Adopted 1/21/15)

20.1.1 **APPLICATION:** This Article applies to permanent unit members only. Probationary unit members may be terminated or subject to other discipline at the discretion of the District. All references to "days" within this Article shall mean working days. (Adopted 1/21/15)

20.1.2 **PROGRESSIVE DISCIPLINE:** It is the intent of the parties to engage in progressive discipline and, before discipline is normally imposed, the unit member will be given an oral or written warning and a reasonable time within which to correct the deficiency or behavior. This warning may be omitted if the cause for discipline is found by management to be intentional or of such a nature that immediate or more severe action is deemed necessary. Management will consider the following elements in making a determination to impose immediate discipline: (Adopted 1/21/15)

1. The nature of the omission, misconduct or deficiency;
2. The probability that the deficiency can be corrected;
3. The harm caused; and
4. The past performance of the unit member. (Adopted 1/21/15)

20.1.3 **CAUSES FOR DISCIPLINARY ACTION:** Causes for discipline

are in accordance with Board Policy 4770 and California Educations Code. (Adopted 1/21/15)

- 20.2 ~~The District agrees to administer discipline progressively, which means that actions such as warnings and reprimands would precede suspension or dismissal except in cases where the seriousness of the problem justifies immediate suspension or suspension leading to dismissal.~~

**PROCEDURAL STEPS- INFORMAL COUNSELING:** An informal oral discussion(s) may be initiated by a Supervisor with a unit member when, in the opinion of the Supervisor, a performance-related event has become serious enough for the Supervisor to consider discipline. The unit member shall have the right to CSEA representation at said discussion. Following the oral discussion the Supervisor shall, in writing, describe the problem behavior or areas of needed improvement and the desired corrections needed of the employee. A copy shall be provided to the unit member and CSEA. (Adopted 1/21/15)

20.2.1 The unit member shall be given notice that the materials will be placed in personnel file within ten (10) days and the opportunity to attach comments to the notation. No written notation shall be placed in the employee's personnel file at the informal counseling level (Adopted 1/21/15)

20.2.2 The District may consider additional training for the employee as deemed appropriate. (Adopted 1/21/15)

- 20.3 ~~Any action by a unit member engaging in conduct endangering the health or well being of students, staff or others shall be cause for immediate suspension or suspension leading to dismissal.~~

**WRITTEN WARNING/REPRIMAND:** If the behavior is deemed severe or continues, the Supervisor shall issue to the unit member a clearly identified written letter of warning/reprimand. A copy will be sent to CSEA and the Office of Human Resources. At the request of CSEA, the Office of Human Resources may also be involved at this level. (Adopted 1/21/15)

20.3.1 The unit member will have ten work (10) days to request a meeting to contest the written reprimand. The unit member shall have the right to representation by CSEA at this meeting. The Supervisor shall schedule a conference to hear the unit member's response. Following the conference, the Supervisor may recommend that the written warning/reprimand be modified in part or in whole or left as originally written and recommend placement into the unit member's personnel file. (Adopted 1/21/15)

20.3.2 If the supervisor recommends placement of the written

warning/reprimand into the unit member's personnel file (in accordance with Education Code 87031), the unit member shall have the right within 10 (ten) days of the recommendation to appeal to the President/Superintendent of the College or the Chief Human Resource Officer (CHRO) for review and shall also have the right to attach comments for inclusion. (Approved 1/21/15)

The President/Superintendent or CHRO will have (10) working days to respond to the unit member's appeal and give written notification to the unit member and CSEA with a ruling. (Approved 1/21/15)

20.4 ~~Probationary employees may be terminated at the discretion of the District.~~

**SUSPENSION:** Suspension from employment may be imposed by the President/Superintendent of CHRO directly or upon information from other administrators and is without pay unless the President/Superintendent or CHRO decides otherwise. (Adopted 1/21/15)

**TERMINATION:** Before a permanent unit member is terminated, he/she shall be served a written notice, stating in ordinary and concise language the acts and omissions upon which the dismissal is based, the specific charges against him/her, a statement of right to a hearing, and the time within which such hearing must be requested, which shall not be less than five (5) days after service of the notice. In addition, the unit member shall be given a letter which only needs signature to constitute a request for a hearing before the CHRO, and a denial of the charges. CSEA shall be provided a copy of the notice of termination and the unit member shall have the right to representation by CSEA during this process. (Adopted 1/21/15)

20.4.1 UNIT MEMBER RIGHTS/SKELLY RIGHTS: The unity member shall be accorded the following rights prior to the commencement of a suspension or termination: (Adopted 1/21/15)

- (a) Written notice of the proposed action;
  - (b) The reasons for the action;
  - (c) A copy of the charges and materials upon which the charges are based;
  - (d) The right to respond to the charges either orally or in writing, at the unit member's discretion, to the President/Superintendent or CHRO at the time of notification of the charges'
  - (e) Notice of the right of appeal; and
  - (f) The right to representation by CSEA during this process.
- (Adopted 1/21/15)

**20.4.3 REQUEST TO APPEAL SUSPECSION or TERMINATION:** If a unit member elects to appeal a suspension or termination, he/she must submit a request to the President/Superintendent or CHRO within to (10) days after receipt of the notice of suspension or termination. Failure to file a timely appeal shall constitute a waiver of appeal rights. The President/Superintendent or CHRO may sustain, revoke or modify the suspension or termination. Any appeal from the ruling regarding suspension or termination at this level shall be to the Board of Trustees within seven (7) days after service of the President/Superintendent of CHRO's decisions. (Adopted 1/21/15)

**20.4.4** If a unit member's suspension or termination is revoked, he/she shall be compensated for the entire period. If the suspension is modified, he/she shall be compensated for any part of the suspension that is rescinded. (Adopted 1/21/15)

**20.5 OTHER PROVISIONS:** mere technical, non-substantive violations of the disciplinary procedures which do not affect substantive rights shall not invalidate the discipline unless the violations were prejudicial to the unit member. (Adopted 1/21/15)

**20.5.1** Any alleged violation of this Article shall be pursued as part of the appeals procedure of this Article and not as part of the Grievance Procedure, Article 27, or this Collective Bargaining Agreement. (Adopted 1/21/15)

**20.5.2** A negative performance evaluation may be given to an employee without following the disciplinary procedure. (See Article 4, Employee Rights, 4.2 Evaluations.) (Adopted 1/21/15)

**20.5.3** The parties may mutually agree to skip steps or accelerate or slow time lines contained in the procedure, dependent upon the facts of an individual case. (Adopted 1/21/15)

**20.5.4** This Article replaces all other District Disciplinary rules, regulations, procedures, policies, customs, or other means of imposing discipline covered herein affecting members of the unit which may now be extant. (Adopted 1/21/15)

**20.5.5** In situations in which an immediate administrative leave is necessary to avert possible serious harm to the District, its unit members, its students or the public, or for investigations, the administrative leave will be paid leave. (Adopted 1/21/15)

## **ARTICLE XXI**

### **PEACEFUL RESOLUTION OF DIFFERENCES**

Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operation. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled, the parties have removed the basic cause of work interruptions during the period of this Agreement.

CSEA accordingly agrees that during the period of the Agreement no strikes of any kind shall be caused or sanctioned by CSEA.

The Employer agrees that no lockouts of employees shall be instituted by the Employer during the term of this Agreement.

If an employee covered by the Agreement expresses a concern for his/her health, safety or welfare, the Employer will not require such employee to go through a picket line directed at the school board. However, any employee exercising the right granted under this provision shall have her/his lost time charged to accumulated leave time, or at the option of the employee, without pay. If no accumulated leaves are available, advance leave may be taken, or at the option of the employee, without pay.



## ARTICLE XXII

### WORKING CONDITIONS

- 22.1 Right to Surplus Equipment and Supplies:** All employees in the bargaining unit have the right to purchase surplus equipment and supplies that the District has to offer. An announcement of such will be posted.
- 22.2 Parking Fees:** The District shall provide a free parking space to accommodate one vehicle for each classified employee in designated parking lots located as nearly as possible to employee's office. Employee shall be provided a sticker for each vehicle used for transportation to and from work.
- 22.3 Tuition:** Employees of the District will be exempt of any tuition which might be charged when enrolling in a Solano Community College course.

## ARTICLE XXIII

### SAFETY

- 23.1** The District shall, within the limitation of its financial capabilities, provide the bargaining unit employee with safe working conditions.
- 23.2** The District shall attempt to comply with the provisions of the California State Occupational Safety and Health Act regulations within the general industry and construction industry standards.
- 23.3** **Safety Equipment**: If the duties of an employee in the bargaining unit reasonably require the use of any equipment to insure the safety of the employee, the District shall furnish such equipment or gear when the need for same is deemed reasonable and necessary by Management.
- 23.3.1 In the event of dispute as to reasonableness, the applicable provisions of CAL-OSHA regulations shall be the guidelines to be used to resolve the dispute.
- 23.4** **Safety Committee**: A Safety Committee shall be formed composed of two members appointed by the District and two (2) members appointed by CSEA which Committee shall review health, safety, sanitation and working conditions.
- The committee shall make recommendations to the District concerning improvement in health, safety, sanitation and working conditions.
- 23.5** **On-the-Job Accidents**: Employees shall report all on-the-job injuries within 24 hours, no matter how minor they may seem, to the Business Office. Failure to report injuries promptly could deprive the employee of the insurance benefits.
- 23.6** A CSEA Job Representative shall be granted released time to accompany a CAL-OSHA representative conducting an on-site walk-around safety inspection.

## ARTICLE XXIV

### MANAGEMENT RIGHTS

**24.1** The District, on its own behalf and on behalf of the residents thereof, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of California, and of the United States, including, but without limiting the generality of the foregoing, the right:

To the District management, administrative control of the District and its properties and facilities, and to direct the work of its employees; except as otherwise modified by this Agreement.

To hire all employees, and, subject to the provisions of the law, to determine their qualifications and the conditions for their continued employment, discipline, dismissal or demotion; and to promote, assign, and transfer all such employees; except as otherwise modified by this Agreement. To establish educational policies, goals, and objectives; to insure rights and educational opportunities of students; to determine staffing patterns; to determine the number and kinds of personnel required in order to maintain the efficiency of District operation, except as modified by this Agreement; and

to build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue.

**24.2** The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of California and the Constitution and laws of the United States.

## ARTICLE XXV

### CONTRACTING OUT

- 25.1 ~~Notice:~~ No contract for services which affect employees in the bargaining unit shall be presented to the Board for information until CSEA has been given at least twenty (20) working days advance notice. The District agrees not to contract out CSEA work except as permitted pursuant to Board Policy 4710 and Education Code 88003. (See Appendix H – BP 4070 & Appendix I – Education code 88003). (Adopted 1/21/15)
- 25.2 Human Resources shall provide bi-monthly reports to CSEA detailing and tracking all non-probation and permanent CSEA members that are offered contract for CSEA service. This includes but is not limited to Professional Experts, Short-Term employee, Substitute employee (temporary absence), and substitute employee (vacancy) as defined under Article VII. District agrees not to contract out CSEA work. (Adopted 1/21/15)

## ARTICLE XXVI

### SEVERABILITY

- 26.1 Saving Clause:** If during the life of this Agreement there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.
- 26.2 Replacement for Severed Provision:** In the event of suspension or invalidation of any Article or Section of this Agreement, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

## ARTICLE XXVII

### GRIEVANCES

#### 27.1 Definitions and Restrictions

- 27.1.1 A grievance may be filed whenever an employee alleges that there has been misinterpretation, misapplication, or a violation of the specific terms and conditions of this Agreement.
- 27.1.2 An immediate supervisor means the individual who assigns, reviews, and directs the work of the grieving employee.
- 27.1.3 A party is an employee, the Association, or the District.
- 27.1.4 A representative is an individual designated by the Association.
- 27.1.5 The failure of the Association, or the employee to act on any grievance within the prescribed time limits will act as a bar to any further appeal. Management's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
- 27.1.6 An investigation or other handling or processing of any grievance by the grievant shall be conducted so as to result in minimal interference with, or interruption of, the instructional program and related work activities of the grieving employee or of the staff.

#### 27.2 Procedures

- 27.2.1 **First Step:** No later than fifteen (15) calendar days after an alleged grievance occurs, an attempt shall be made to resolve the matter in informal verbal discussion between the grievant and the employee's supervisor. The supervisor shall make his/her decision known to the grievant within five (5) calendar days of this meeting. The grievant has the right to have his/her Association Representative participate in the meeting and must reduce his/her grievance to writing on the form provided by CSEA.
- 27.2.2 **Second Step:** If the grievance cannot be resolved informally, the grievance form must be filed and a meeting held with the Superintendent or designee within ten (10) calendar days following the decision of the supervisor in the First Step. The purpose of the meeting herein required shall be to attempt to resolve the

grievance. The Superintendent or designee shall provide a written decision to the grievant within twelve (12) calendar days of the filing of the grievance.

27.2.3 **Third Step:** In the event that the grievance is not satisfactorily adjusted at Step Two, CSEA may submit a request in writing that the grievance be submitted to advisory arbitration. The request shall be made within five (5) calendar days of the receipt of the response at Step Two or the failure of the District to respond in a timely manner. The parties shall immediately attempt to select a mutually acceptable arbitrator either from lists to be developed by the parties or developed by PERB. If the parties are unable to agree upon an arbitrator within ten (10) days of the request for arbitration, the grievance may be submitted for arbitration to the State Mediation and Conciliation Service. The conduct of the arbitration shall be governed by the voluntary labor arbitration rules of the State Mediation and Conciliation Service. The cost of arbitration shall be borne jointly by the parties. The employee shall be provided a copy of the arbitrator's decision.

27.3.4 **Fourth Step:** The Governing Board has twenty-five (25) calendar days or two (2) Board meetings, whichever comes sooner, to review the advisory arbitrator's decision and make a final decision. If no decision is made by the Governing Board in this time period, the decision of the advisory arbitrator shall be adopted by the District.

## **ARTICLE XXVIII**

### **ENTIRETY OF AGREEMENT**

The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right to make demands and proposals with respect to any subject or matter not removed by Education Code or any other law from the area of collective negotiations. They, therefore, voluntarily and without qualifications waive the right for the life of the Agreement to negotiate collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, except that if the scope of negotiations under the Rodda Act is broadened by State statute, or an EERB ruling, negotiations may be reopened thirty (30) days after such amendment or ruling solely on matters hitherto not subject to negotiations.

This contract represents the entire Agreement between the parties and no other agreement or practices are binding upon either party hereto with respect to wages, hours, or working conditions of the employees covered.

This Agreement shall not be modified in whole or in part by the parties except by mutual agreement.



## ARTICLE XXIX

### NEGOTIATIONS

**29.1** The District and CSEA are committed to and will practice interest based bargaining in the negotiations process.

**29.1.2** It is understood that there is nothing in the law that prohibits either party from reverting to an alternative method of submitting reopeners with written notice. In the event this occurs, CSEA, Chapter 211, shall have the annual right to present their proposals no later than January 31<sup>st</sup> prior to July 1 when the proposals would take effect. *(Adopted 10/5/11)* If the previous contact negotiations exceed the timeline (Jan. 31<sup>st</sup>), both parties would agree to a mutual date to submit reopeners. *(Adopted 1/21/15)*

**29.2** **Reopener Clause:**

29.1.1 The District and CSEA shall meet no later than January 31<sup>st</sup> annually to jointly develop interests for public notice. Negotiations shall commence within fifteen (15) days after the public notice at a time mutually agreed upon between the parties. The terms and conditions of this Agreement shall remain in full force and effect during negotiations. *(Adopted 10/5/11)*

29.1.2 It is understood that there is nothing in the law that prohibits either party from reverting to an alternative method of submitting reopeners with written notice. In the event this occurs, CSEA, Chapter 211, shall have the annual right to present their proposals no later than January 31<sup>st</sup> prior to July 1 when the proposals would take effect. *(Adopted 10/5/11)*

29.1.3 If agreement is not reached with regard to matters covered by this section within forty-five (45) days after the commencement of negotiations, either party may submit the unresolved disputes to impasse in accordance with the rules of the Educational Employment Relations Board.

29.1.4 Both CSEA and the Solano Community College District may reopen annually on two (2) articles each plus salary and health and welfare benefits. *(Adopted 10/5/11)*

**29.3** **Released Time for Negotiations:** CSEA shall have the right to designate five (5) employees, who shall be given reasonable released time to participate in negotiations, which shall include released time for participation in impasse.

**ARTICLE XXX**

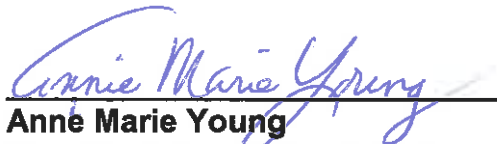
**DURATION**

This Agreement shall remain in full force and effect from July 1, 2014 to June 30, 2017.

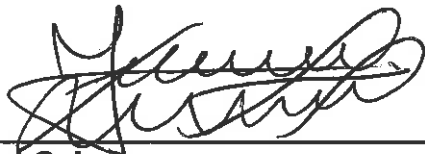
Signed and entered into this 21st day of January 2015 (Board Action Date).

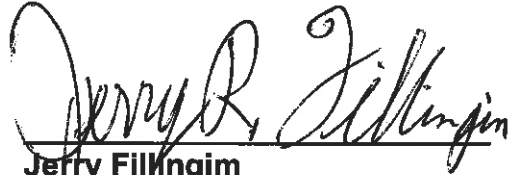
**SOLANO COMMUNITY COLLEGE  
DISTRICT**


**SOLANO COMMUNITY COLLEGE  
C.S.E.A.**

  
\_\_\_\_\_  
**Anne Marie Young**  
President, Governing Board

  
\_\_\_\_\_  
**George Olgin**  
President, C.S.E.A. Chapter 211

  
\_\_\_\_\_  
**Jewel C. Laguerre**  
Superintendent/President

  
\_\_\_\_\_  
**Jerry Fillingim**  
Field Representative, C.S.E.A

  
\_\_\_\_\_  
**Wade Larson, Chief Negotiator and  
AVP of Human Resources**

**APPENDIX A**

**CSEA DUES/SERVICE FEE SCHEDULE**

| Annual Salary                       | Annual Dues Rate      | Annual Dues Range     |
|-------------------------------------|-----------------------|-----------------------|
| <b>Effective September 1, 2003:</b> |                       |                       |
| \$ 0 - \$2,000                      | 1.5% of Annual Salary | (\$ 00.00 - \$ 30.00) |
| 2,001 - 4,000                       | "                     | ( 30.01 - 60.00)      |
| 4,001 - 6,000                       | "                     | ( 60.01 - 90.00)      |
| 6,001 - 8,000                       | "                     | ( 90.01 - 120.00)     |
| 8,001 - 10,000                      | "                     | ( 120.01 - 150.00)    |
| 10,000 - 12,000                     | "                     | ( 150.01 - 180.00)    |
| 12,001 - 14,000                     | "                     | ( 180.01 - 210.00)    |
| 14,001 - 16,000                     | "                     | ( 210.01 - 240.00)    |
| 16,001 - 16,999                     | "                     | ( 240.01 - 254.99)    |
| 17,000 - 17,999                     | "                     | ( 255.00 - 269.99)    |
| 18,000 - 21,710                     | 1.5% of Annual Salary | ( 270.00 - 325.25)    |
| 21,711 and over                     | \$ 326.25             |                       |
| <b>Effective September 1, 2004:</b> |                       |                       |
| 24,500 and over                     | \$ 367.50             |                       |

**Minimum Dues/Service Fee: \$30 annually + Chapter dues (\$5.00 per month)**

**Maximum Dues/Service Fee: \$326.25 + Chapter dues (\$5.00 per month)**

**(/ denotes or)**

Revised 10/5/11

**APPENDIX B**

| Solano Community College District                               |          |             |         |  |         |             |         |             |         |             |         |             |
|---|----------|-------------|---------|--|---------|-------------|---------|-------------|---------|-------------|---------|-------------|
| 2014-2015   |          |             |         |  |         |             |         |             |         |             |         |             |
| California School Employees Association Salary Schedule (0714A) |          |             |         |  |         |             |         |             |         |             |         |             |
| No Professional Growth  |          |             |         |  |         |             |         |             |         |             |         |             |
| RANGE   | STEP 1   |             | STEP 2  |  | STEP 3  |             | STEP 4  |             | STEP 5  |             | STEP 6  |             |
|   | Hourly   | Annual      | Hourly  | Annual   | Hourly  | Annual      | Hourly  | Annual      | Hourly  | Annual      | Hourly  | Annual      |
| R1  | \$11.83  | \$24,605.88 | \$12.32 | \$25,625.16  | \$12.89 | \$26,810.64 | \$13.40 | \$27,871.44 | \$14.00 | \$29,119.44 | \$14.58 | \$30,325.80 |
| R2  | \$12.32  | \$25,625.16 | \$12.89 | \$26,810.64  | \$13.40 | \$27,871.44 | \$14.00 | \$29,119.44 | \$14.58 | \$30,325.80 | \$15.21 | \$31,636.20 |
| R3  | \$12.89  | \$26,810.64 | \$13.40 | \$27,871.44  | \$14.00 | \$29,119.44 | \$14.58 | \$30,325.80 | \$15.21 | \$31,636.20 | \$15.88 | \$33,029.76 |
| R4  | \$13.40  | \$27,871.44 | \$14.00 | \$29,119.44  | \$14.58 | \$30,325.80 | \$15.21 | \$31,636.20 | \$15.88 | \$33,029.76 | \$16.56 | \$34,444.08 |
| R5  | \$14.00  | \$29,119.44 | \$14.58 | \$30,325.80  | \$15.21 | \$31,636.20 | \$15.88 | \$33,029.76 | \$16.56 | \$34,444.08 | \$17.33 | \$36,045.72 |
| R6  | \$14.58  | \$30,325.80 | \$15.21 | \$31,636.20  | \$15.88 | \$33,029.76 | \$16.56 | \$34,444.08 | \$17.33 | \$36,045.72 | \$18.10 | \$37,647.24 |
| R7  | \$15.21  | \$31,636.20 | \$15.88 | \$33,029.76  | \$16.56 | \$34,444.08 | \$17.33 | \$36,045.72 | \$18.10 | \$37,647.24 | \$18.90 | \$39,311.28 |
| R8  | \$15.88  | \$33,029.76 | \$16.56 | \$34,444.08  | \$17.33 | \$36,045.72 | \$18.10 | \$37,647.24 | \$18.90 | \$39,311.28 | \$19.73 | \$41,037.60 |
| R9  | \$16.56  | \$34,444.08 | \$17.33 | \$36,045.72  | \$18.10 | \$37,647.24 | \$18.90 | \$39,311.28 | \$19.73 | \$41,037.60 | \$20.65 | \$42,951.12 |
| R10   | \$17.33  | \$36,045.72 | \$18.10 | \$37,647.24  | \$18.90 | \$39,311.28 | \$19.73 | \$41,037.60 | \$20.65 | \$42,951.12 | \$21.54 | \$44,802.36 |
| R11   | \$18.10  | \$37,647.24 | \$18.90 | \$39,311.28  | \$19.73 | \$41,037.60 | \$20.65 | \$42,951.12 | \$21.54 | \$44,802.36 | \$22.53 | \$46,861.44 |
| R12   | \$18.90  | \$39,311.28 | \$19.73 | \$41,037.60  | \$20.65 | \$42,951.12 | \$21.54 | \$44,802.36 | \$22.53 | \$46,861.44 | \$23.55 | \$48,983.04 |
| R13   | \$19.73  | \$41,037.60 | \$20.65 | \$42,951.12  | \$21.54 | \$44,802.36 | \$22.53 | \$46,861.44 | \$23.55 | \$48,983.04 | \$24.66 | \$51,291.84 |
| R14   | \$20.65  | \$42,951.12 | \$21.54 | \$44,802.36  | \$22.53 | \$46,861.44 | \$23.55 | \$48,983.04 | \$24.66 | \$51,291.84 | \$25.82 | \$53,704.56 |
| R15   | \$21.54  | \$44,802.36 | \$22.53 | \$46,861.44  | \$23.55 | \$48,983.04 | \$24.66 | \$51,291.84 | \$25.82 | \$53,704.56 | \$26.99 | \$56,138.16 |
| R16   | \$22.53  | \$46,861.44 | \$23.55 | \$48,983.04  | \$24.66 | \$51,291.84 | \$25.82 | \$53,704.56 | \$26.99 | \$56,138.16 | \$28.26 | \$58,779.72 |
| R17   | \$23.55  | \$48,983.04 | \$24.66 | \$51,291.84  | \$25.82 | \$53,704.56 | \$26.99 | \$56,138.16 | \$28.26 | \$58,779.72 | \$29.56 | \$61,483.56 |
| R18   | \$24.66  | \$51,291.84 | \$25.82 | \$53,704.56  | \$26.99 | \$56,138.16 | \$28.26 | \$58,779.72 | \$29.56 | \$61,483.56 | \$31.00 | \$64,478.76 |
| R19   | \$25.82  | \$53,704.56 | \$26.99 | \$56,138.16  | \$28.26 | \$58,779.72 | \$29.56 | \$61,483.56 | \$31.00 | \$64,478.76 | \$32.44 | \$67,473.96 |
| R20   | \$28.26  | \$58,779.72 | \$29.56 | \$61,483.56  | \$31.00 | \$64,582.80 | \$32.60 | \$67,806.72 | \$34.24 | \$71,217.84 | \$35.95 | \$74,774.52 |
| R21   | \$30.91  | \$64,291.56 | \$32.43 | \$67,453.08  | \$34.07 | \$70,864.20 | \$35.76 | \$74,379.36 | \$37.55 | \$78,102.48 | \$39.43 | \$82,012.80 |
| R22   | \$33.87  | \$70,448.28 | \$35.55 | \$73,942.56  | \$37.33 | \$77,644.92 | \$39.19 | \$81,513.60 | \$41.15 | \$85,590.36 | \$43.21 | \$89,875.08 |
| R23   | \$35.55  | \$73,942.56 | \$37.33 | \$77,644.92  | \$39.19 | \$81,513.60 | \$41.15 | \$85,590.36 | \$43.21 | \$89,875.08 | \$45.37 | \$94,367.76 |
| Effective:  | 07/01/13 | 1% Increase |         | <b>Longevity Pay:</b>  |         |             |         |             |         |             |         |             |
| Board Approved  | 05/20/14 |             |         | Add 2.5 After 6 Years of Service                                 |         |             |         |             |         |             |         |             |
|   |          |             |         | Add 5% After 8 Years of Service                                  |         |             |         |             |         |             |         |             |
|   |          |             |         | Add 7.5 After 11 Years of Service                                |         |             |         |             |         |             |         |             |
|   |          |             |         | Add 10% After 15 Years of Service                                |         |             |         |             |         |             |         |             |
|   |          |             |         | Add \$5000.00 bonus at the beginning of the 30th Year of Service |         |             |         |             |         |             |         |             |

## 2014-2015 CSEA Positions/Classifications

| <u>Range 8</u> |  | <u>Range 12 (Continued)</u> |                                    | <u>Range 14 (Continued)</u> |   |
|----------------|--|-----------------------------|------------------------------------|-----------------------------|---|
| C00037         | Children's Programs Assistant (1)      | C00051                      | Cosmetology Lab Technician (1)     | C00089                      | Reading/Writing Lab Technician (1)      |
|                |  | C00052                      | Cosmetology Lab Technician (1)     | C00090                      | Reading/Writing Lab Technician (1)      |
|                |  | C00069                      | Graphics Art Specialist (0)        | C00092                      | Reading/Writing Lab Technician (1)      |
| None           | Instructional Lab Assistant (0)        |                             |                                    | C00132                      | Reading/Writing Lab Technician (.5)     |
| None           | Switchbd Operator/Reception (0)        |                             |                                    | C00133                      | Reading/Writing Lab Technician (.5)     |
|                |  |                             | <u>Range 13</u>                    |                             |   |
|                |  |                             | Administrative Assistant 3         |                             |   |
|                |  | C00012                      | Articulation (0)                   |                             | <u>Range 15</u>                         |
|                |  | C00139                      | Athletics                          | C00094                      | Admissions & Records Analyst (1)        |
| C00007         | Academic Senate (1) (.5FTE)            | C00015                      | Counseling & Special Serv (1)      | C00096                      | Admissions & Records Analyst (1)        |
| C00009         | Preschool (1)                          | C00023                      | Fin Aid/EOPS/VA (1)                | C00110                      | Admissions & Records Analyst (1)        |
| C00032         | Bookstore Assistant (Shipping & Rec)   | C00143                      | Health Sciences (1)                | C00112                      | Admissions & Records Analyst (1)        |
|                | <u>Clerical Specialist</u>             | C00144                      | Liberal Arts (1)                   | C00113                      | Admissions & Records Analyst (1)        |
| C00045         | CalWorks (Children's Programs)         | C00020                      | Maintenance & Operations (1)       | C00148                      | Admissions & Records Analyst (1)        |
| C00044         | CalWorks (Coordinator Ofc) (1)         | C00138                      | Math & Science                     | C00034                      | Bookstore Operations Coord. (1)         |
| None           | CalWorks (Student Placement) (0)       | C00149                      | Social & Behavioral Sciences(1)    | C00134                      | Career & Job Place. Coord. (1)          |
| C00046         | Community Services Registration Aid    | C00158                      | WDCE                               | C00053                      | Curriculum Analyst (1)                  |
| C00049         | Cosmetology Lab Assistant (1)          | C00150                      | Student Services (1)               | C00057                      | EOPS/CARE Coordinator (1)               |
| C00050         | Cosmetology Lab Assistant (1)          | C00130                      | Vacaville Center (1)               |                             | <u>Executive Assistant</u>              |
| C00069         | Graphic Arts Specialist (0)            | C00131                      | Vallejo Center (1)                 | C00058                      | Institutional Advancement (1)           |
|                | <u>Instructional Assistant</u>         | C00029                      | Assessment Center Specialist (0)   | C00128                      | Financial Aid Systems Analyst (1)       |
| C00073         | Adapted PE (0)                         | C00054                      | Customer Support Technician (1)    | C00080                      | Math Act Ctr Lab Tech (Lead) (1)        |
| C00074         | Assistive Comp Tech (0)                | C00157                      | Distance Education Tech (1)        | C00154                      | Payroll Specialist (1)                  |
| None           | Nursing (0)                            | C00055                      | DSP Specialist (1)                 | C00097                      | Research Analyst-Research & Planning(0) |
| C00075         | Office Technology (1)                  | C00066                      | Financial Aid Specialist (1)       | C00125                      | Veterans Affairs Coordinator (1)        |
|                | <u>Student Services Assistant I</u>    | C00067                      | Financial Aid Specialist (1)       |                             |   |
| C00100         | DSP (1)                                | C00105                      | Financial Aid Specialist (1)       |                             | <u>Range 16</u>                         |
| C00103         | Matriculation (1)                      | C00162                      | Financial Aid Specialist-CDR(1)    | C00026                      | Alternate Media Specialist (1)          |
| C00104         | Matriculation (1)                      | C00082                      | Payroll Technician (0)             | C00038                      | Children's Prog. Asst. Dir. (1)         |
| C00161         | Occupational Ed Asst                   | C00084                      | Police Services Technician (1)     | C00128                      | Financial Aid Systems Analyst (1)       |
|                |  | C00098                      | Scheduling Specialist (1)          |                             |   |
|                |  | C00140                      | Scheduling Specialist (1)          |                             |   |
|                |  |                             | <u>Student Services Generalist</u> |                             | <u>Range 17</u>                         |
|                | <u>Administrative Assistant 2</u>      |                             |                                    | C00115                      | Technology Specialist (1)               |
| C00093         | Community Services (1)                 | C00028                      | Assessment (1)                     | C00116                      | Technology Specialist (1)               |
| C00129         | Workforce Trng & Grants (1)            | C00103                      | Matriculation (1)                  | C00117                      | Technology Specialist (1)               |
| C00136         | Small Business (1)                     | C00104                      | Matriculation (1)                  | C00118                      | Technology Specialist (1)               |
| C00024         | Stu Dev & MESA (1)                     | C00137                      | OAR (1)                            | C00119                      | Technology Specialist (1)               |
| C00030         | Bookstore Assistant - Cashiering (1)   | C00145                      | OAR(1)                             | C00120                      | Technology Specialist (1)               |
| C00047         | Community Svcs/Public Info Spec (0)    | C00146                      | OAR(1)                             | C00121                      | Technology Specialist (1)               |
| C00048         | Computer Lab Tech - MAC (1)            | C00147                      | OAR(1)                             | C00141                      | Research Analyst (Lead) (1)             |
| None           | Instr Asst - Learning Disabilities (0) | C00061                      | Vacaville Center (1)               |                             |   |
| C00076         | Instr Lab Asst 2 -R/W Lab(1)           | C00062                      | Vacaville Ctr (1)                  |                             | <u>Range 19</u>                         |
| C00077         | Learning Resources Technician (1)      | C00063                      | Vacaville (.5)                     | C00001                      | Accountant (1)                          |
| C00078         | Learning Resources Technician (1)      | C00064                      | Vallejo Center (1)                 |                             |   |
|                | <u>Student Services Assistant 2</u>    | C00065                      | Vallejo Ctr (.5)                   |                             | <u>Range 20</u>                         |
| C00101         | DSP (1)                                | C00160                      | Transfer & Articulation Specialist | C00081                      | Payroll Analyst-Lead                    |
| C00102         | DSP (1)                                | C00123                      | Tutoring Center Specialist (1)     | C00126                      | Webmaster (1)                           |
|                | <u>Student Services Assistant II</u>   | C00124                      | TV/Cinematography Lab Tech (1)     |                             |   |
| C00106         | Financial Aid (1)                      |                             |                                    |                             | <u>Range 21</u>                         |
| C00107         | Financial Aid (1)                      |                             |                                    | C00122                      | Technology Specialist (Lead) (1)        |
| C00135         | Financial Aid (1)                      |                             |                                    | C00071                      | Information Analyst (1)                 |
|                |  |                             | <u>Range 14</u>                    | C00085                      | Information Analyst (1)                 |
|                |  | C00002                      | Accounts Payable (1)               | C00142                      | Information Analyst (1)                 |
|                |  | C00152                      | Accounts Payable-Bond (1)          | C00155                      | Senior Accountant (1)                   |
|                |  | C00005                      | General (1)                        |                             |   |
|                |  | C00006                      | Student Accounts (1)               |                             |   |
| C00003         | Accounts Receivable (1)                |                             | <u>Administrative Assistant 4</u>  |                             | <u>Range 23</u>                         |
| C00004         | Cash Control (1)                       |                             |                                    | C00072                      | Info Analyst/Database Admin ( Lead)     |
| C00025         | Aeronautics Lab Technician (1)         | C00017                      | Applied Tech & Business            |                             |   |
| C00159         | Automotive Lab Technician (1)          | C00016                      | Liberal Arts                       |                             |   |
| C00033         | Bookstore EvenOpe./Retail & Merch.     | C00021                      | Math & Science                     |                             |   |
| C00036         | Children's Programs Specialist (1)     | C00027                      | Art Lab Technician (1)             |                             |   |
| C00039         | Children's Programs Specialist (1)     | C00083                      | Photography Lab Technician (1)     |                             |   |
| C00040         | Children's Programs Specialist (1)     | C00086                      | Purchasing Tech/Buyer (1)          |                             |   |
| C00041         | Children's Programs Specialist (1)     | C00151                      | Purchasing Technn/Buyer(Bond) (1)  |                             |   |
| C00042         | Children's Programs Specialist (1)     | C00087                      | Reading/Writing Lab Technician (1) |                             |   |
| C00043         | Children's Programs Specialist (1)     | C00088                      | Reading/Writing Lab Technician (1) |                             |   |

## APPENDIX C

For the employee's information, the following rates are District paid premiums based on full-time, twelve-month employees and are subject to annual adjustments. For specific retiree rates, please contact the Human Resources Department.

### Medical Insurance Plans – CalPERS Health Program

**BLUE SHIELD ACCESS+ or PERS CHOICE or KAISER** (rates effective 1/1/15-12/31/15) – Bay Area Monthly Premiums

|                     | <b>BLUE SHIELD<br/>Month</b> | <b>PERS CHOICE<br/>Month</b> | <b>KAISER<br/>Month</b> | <b>UNITED HEALTH CARE<br/>Month</b> | <b>ANTHEM<br/>Month</b> |
|---------------------|------------------------------|------------------------------|-------------------------|-------------------------------------|-------------------------|
| Employee            | \$ 928.87                    | \$ 700.84                    | \$ 714.45               | \$850.67                            | \$827.57                |
| Employee + 1        | \$1,857.74                   | \$1,401.68                   | \$1,428.90              | \$1,701.34                          | \$1,655.14              |
| Employee +2 or more | \$2,415.06                   | \$1,822.18                   | \$1,857.57              | \$2,211.74                          | \$2,151.68              |

Revised: 1/21/15

**Vision Care Plan**

Vision Service Plan - Group Number 012221275-0005 (rates effective 1/1/15 – 7/1/15)

web site: <http://www.vsp.com/>

Employees and Dependents - Plan C (Examination 12 months, Lenses 12 months, Frames 12 months, \$5.00 Deductible plus Tinted or photochromic lenses).

For the employee's information, the following rates are District paid premiums based on full-time, twelve-month employees and are subject to annual adjustments.

|                     | <b>Month</b> | <b>Annual</b> |
|---------------------|--------------|---------------|
| Employee and family | \$ 27.82     | \$ 333.84     |



**Dental Insurance**

Delta Dental Plan of California - Group Number 7004-0010

For the employee's information, the following rates are District paid premiums based on full-time, twelve-month employees and are subject to annual adjustments.

(  
**DELTA DENTAL PLAN OF CALIFORNIA** - (rates effective 1/1/15)  
 web site: [www.deltadental.com](http://www.deltadental.com)

|                     | <b>Month</b> | <b>Annual</b> |
|---------------------|--------------|---------------|
| Employee and family | \$ 122.29    | \$ 1,467.48   |

Coverage: 70-100% incentive plan  
 \$2,500 per year maximum per participant per calendar year.  
 \$500 orthodontia maximum per dependent child  
 Dependent children covered until age 26

| <b><u>Retiree benefits:</u></b> | <b><u>Monthly</u></b> | <b><u>Annual</u></b> |
|---------------------------------|-----------------------|----------------------|
| Employee and spouse             | \$ 122.29             | \$ 1,467.48          |

Coverage: \$1,500 per year maximum per participant per calendar year.  
 70-100% incentive plan

**Revised: 1/21/15**

## CLASSIFIED RECLASSIFICATION PROCESS

Reclassification is the upgrading of a position to a higher class as a result of the changes in technology, work that may alter the nature of the job, and/or increase of the duties and/or responsibilities being performed by the incumbent in such position.

Reclassification may be employee and/or District initiated.

The position will be reviewed, not the person serving the position. Reclassification should not be viewed as a reward for superior services, seniority or qualifications of the incumbent or temporary nature of assignments. Assuming duties on one's own authority does not constitute a basis for reclassification.

Cross-training, learning new duties, or assisting other employees on an occasional basis is encouraged and will not be considered as basis for reclassification.

### **Reclassification Criteria: (at least one criteria must be met to be eligible for reclassification)**

1. Significant job duties (other than increased workload) added to a specific position by the supervisor or assumed by the employee with the supervisor's knowledge and explicit or tacit approval.
2. Significant job duties added to a position or class of positions by the District.
3. Significant changes in levels of responsibility to a position or a class of positions.
4. Significant changes in technology.

### **Directions and timeline:**

1. The employee shall notify the AVP of Human Resources in writing no later than December 1 requesting a reclassification review.
2. The AVP of Human Resources will forward a reclassification questionnaire to the employee no later than January 15.
3. The employee must complete the reclassification questionnaire provided for this purpose (Appendix G) and attach any supporting documents and submit the documents to Human Resources no later than February 28. If the 28<sup>th</sup> falls on a non-workday, the previous workday is the deadline for submission.

4. The employee shall bear the burden of proof in respect to presenting his/her facts and substantiating evidence to the review panel.
5. The AVP of Human Resources will forward the employee's questionnaire to the manager for their written response, which must be returned within five (5) working days. The manager must return a written response to the AVP of Human Resources no later than March 31. If the 31<sup>st</sup> falls on a non-workday, the previous workday is the deadline for submission.

# SOLANO COMMUNITY COLLEGE DISTRICT POSITION ANALYSIS QUESTIONNAIRE

(Reference Article 18 of the District and CSEA Collective Bargaining Agreement)

**Instructions:**

1. Read through the entire questionnaire before answering any question. All information requested is necessary.
2. Complete each section as indicated. Attach additional documents or pages as necessary.
3. Type, print or write clearly.

**To Be Completed By Requesting Employee**

**DUE: February 28<sup>th</sup>**

*If February 28<sup>th</sup> falls on a non-workday, the previous workday is the deadline for submission.*

**RETURN TO THE AVP OF HUMAN RESOURCES**

|                                    |   |
|------------------------------------|---|
| Name:                              |   |
| Department/Division:               |   |
| Name of Supervisor:                |   |
| Existing Position Title:           | Attach a copy of the current class specification.   |
| Existing Salary Placement (Range): |   |
| Proposed Position Title:           | Attach a copy of the proposed class specification.  |
| Proposed Salary Placement (Range): |   |
| Basis for the Reclassification:    | <p style="text-align: center;">Circle all that apply:</p> <ol style="list-style-type: none"> <li>1. Significant job duties (other than increased workload) added to a specific position by the supervisor or assumed by the employee with the supervisor's knowledge and explicit or tacit approval.</li> <li>2. Significant job duties added to a position or class of positions by the District.</li> <li>3. Significant changes in levels of responsibility to a position or a class of positions.</li> <li>4. Significant changes in technology.</li> </ol> |
| Date Submitted:                    |   |
| Signature:                         |   |

## REPRESENTATIVE DUTIES

For each job duty (unchanged, changed or new), write down the number that corresponds to the frequency scale and the number that corresponds to the importance scale in the appropriate columns.

### Frequency Scale:

- |   |  |
|---|--|
| 1 | At least once, but no more than a few times a year |
| 2 | On average, once a month                           |
| 3 | On average, twice a month                          |
| 4 | On average, once a week                            |
| 5 | Once a day   |
| 6 | More than once a day                               |
| 7 | Continuously                                       |

### Importance Scale:

- |   |   |
|---|---|
| 1 | This task is of minimal importance to the job and if not performed would not have much overall effect on job duties.                    |
| 2 |   |
| 3 | This task is of moderate importance to the job and if not performed will not have a major effect on job duties or responsibilities      |
| 4 |   |
| 5 | This task is very important to the job and immediately noticeable if not performed and will have a major negative effective on the job. |
| 6 |   |
| 7 | This task is of critical importance to the job and if not performed will always prevent the job from being accomplished.                |

**Note: Where the task does not fit the descriptions on the importance scale (values 1, 3, 5, 7) use one of the intermediate numbers (2, 4, 6) to indicate how important you think the task is to successful accomplishment of the job.**

When listing new duties you perform in the job, please be specific and include action verbs to describe each duty.

#### Examples:

- Types memoranda, letters, and reports in final form from handwritten notes.
- Provide specialized information to students regarding District policies and program requirements, regulations and restrictions in the assigned area.
- Recruit, interview, train and provide work direction to student assistants.

**Professional Growth**

For employee's information, the Professional Growth Program's guidelines and criteria are listed below:

**CLASSIFIED PROFESSIONAL GROWTH GUIDELINES**

**Degree Related:** Counselor approved program.

**Job related:** Enhancement or upgrading of job skills and abilities.

- Other:**
1. Non-credit/correspondence courses (1/2 unit for each 10 hours of coursework)
  2. Adult education (1 unit for each 36 hours of coursework)
  3. Workshop/seminars (1 unit for each 36 hours of a workshop or seminar)
  4. Professional experience (1 unit for each 60 hours of new experience directly job related)

**Required Verification:**

A grade of "C" or better is required for professional growth. Course(s) with a pass/credit grade are acceptable for credit.

Transcript or grade card of completion of course(s) taken at institutions other than Solano Community College must be submitted with the Coursework Approval Form.

Course(s) taken at Solano Community College will be verified by the Professional Growth Committee.

Certificates verifying non-traditional courses included in "other" above should be submitted upon completion. Verification must include the hours of attendance on the certificate.

misc30/sld



**SIDE BAR AGREEMENT  
Winter and Spring Break Schedule for 2013-2015**

The CSEA, Chapter #211 agrees to the following:

- **Winter Break 2013:** The campus will be closed Monday, December 23, 2013 through January 3, 2014. Return to work Monday, January 6, 2014.
  - **Time Split:** The District will pay for 3 days and CSEA will pay 3 days.
- **Winter Break 2014:** The campus will be closed Monday, December 22, 2014 through Friday, January 2, 2015. Return to work Monday, January 5, 2015.
  - **Time Split:** The District will pay for 3 days and CSEA will pay 3 days
- **Spring Break 2014:** The campus will be closed Monday, April 14, 2014 through Friday, April 18, 2014.
  - **Time Split:** The District will pay for 2 days and CSEA will pay 2 days
- **Spring Break 2015:** The campus will be closed Monday, April 6, 2015 through Friday, April 10, 2015.
  - **Time Split:** The District will pay for 2 days and CSEA will pay 2 day

**SOLANO COMMUNITY COLLEGE  
DISTRICT**


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Sarah E. Chapman, Ph. D.  
President, Governing Board

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Dr. Jowel Laguerre, Ph.D.  
Superintendent/President

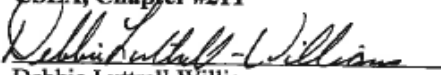
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Charo Albarrán  
Interim Director, Human Resources

*Board approved: 4/17/13*

**SOLANO COMMUNITY COLLEGE  
CSEA, Chapter #211**

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Debbie Luttrell Williams  
President

---

Rob Norman  
Field Representative, CSEA



California School Employees Association  
Solano Community College, Chapter 211  
Article 12 Proposal

TA

12.7 Winter and Spring Breaks: In addition to the mandated holidays during the Christmas season and spring break period, the District will discuss with CSEA prior to determining the winter and spring break closures. Additional days off during the breaks will be shared on a one-for-one basis with the District. For example, if the campus were closed three (3) working days in addition to the mandated holidays at Christmas, the District would grant 1 ½ days and employees normally scheduled to work during this period would take 1 ½ days of their own time (floating holidays, comp time or vacation).

If there are more than six (6) working days (three days charged to employee's leave and three days provided by the District) in the break in addition to mandated holidays, the District will meet with CSEA to discuss a different split for employees who are limited to ten days annual vacation. A different split other than 50/50 may be changed for these affected employees if requested with approval of the Director of Human Resources and the Superintendent/President.

Nena Cohen Bowman  
Solano Community College Human Resources

4-25-2014  
Date

Jebbie Luttrell Williams  
Jebbie Luttrell Williams, President  
CSEA, Solano Community College Chapter 211

4-25-2014  
Date

George Olgin  
George Olgin, Vice President, Negotiations Spokesperson  
CSEA, Solano Community College Chapter 211

4/25/14  
Date

Laurie Cheatham  
Laurie Cheatham, Negotiator  
CSEA, Solano Community College Chapter 211

4-25-2014  
Date

Jill Crompton  
Jill Crompton, Negotiator  
CSEA, Solano Community College Chapter 211

4/25/14  
Date

Jerry Pillingm  
Jerry Pillingm, CSEA  
Labor Relations Representative

4-25-14  
Date

Julian Ligioso  
Julian Ligioso, VFFA

4/25/2014