



Chapter 180



Palo Verde College

AGREEMENT

Between

**PALO VERDE COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES**

and

**CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION AND ITS CHAPTER 180**

Effective

July 1, 2012 to June 30, 2015

September 14, 2012 Version

2012 NEGOTIATION TEAM MEMBERS

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Article 1

ASSOCIATION RIGHTS

Section 1. Acknowledgements

- A. The District acknowledges that every unit member represented by CSEA shall have the right to freely organize, join, and support the CSEA for the purpose of engaging in collective bargaining for the mutual benefit of all eligible employees. As a duly elected body exercising governmental power under the statutes of the State of California, the District undertakes and agrees that it will not directly or indirectly deprive, discourage, coerce, or harass any eligible employee in the enjoyment of any right conferred by this agreement; that it will not discriminate against any eligible employee with respect to hours, wages, or any terms and conditions of employment by reason of his/her membership or non-membership, support of, or participation in the legal activities of the CSEA; or in collective bargaining with the District, or his/her initiation of any grievance complaint, or proceeding under the terms of this agreement.

- B. Nothing contained herein shall be construed to deny or restrict to any eligible employee those rights he/she may have under the statutes of the State of California or the Constitution of the United States.

- C. The District, through its administration, will provide opportunity and facilities for CSEA meetings during non-working hours or during working hours as provided for elsewhere in this agreement. CSEA and its representatives have the right to request the use of College facilities for meetings or activities with the approval of appropriate college personnel.

- D. A maximum of two authorized representatives of the CSEA shall be permitted to transact CSEA official business on campus during normal working hours. Subject to the following conditions:

1. That it does not interfere with employee work.
 2. That it is scheduled in advance with the Superintendent/President.
- E. Any officer or official representative designated by CSEA shall be granted leave with pay to attend and participate in an official meeting or conference scheduled by the national or state headquarters or some regional segment (encompassing more than two local District Chapters). The leave time of all officers or representatives granted leave under this section shall not exceed a total of five days annually. The President of CSEA, Chapter 180, shall notify the Superintendent/President at least five days prior to the scheduled meeting to insure appropriate planning for the employee's absence.
- F. The District shall provide 1 hour per month of release time for CSEA unit members to attend monthly meetings. Monthly meetings will be at a time agreed upon by CSEA and the Superintendent/President. Supervisors shall allow CSEA unit members with release time to participate in shared governance meetings.
- G. The District shall grant one (1) CSEA representative four (4) hours per week of release time each week, up to a total of 200 hours each year for general Chapter business. This release time is in addition to other leaves stated in this article and in this section.
- H. CSEA shall have the right to utilize facilities and equipment in the pursuit of its activities, provided that such facilities and equipment are not otherwise in use for instructional or business purposes, that such use does not entail any expense to the District, that such use is not inconsistent with the goals and directions of the District and not for political activities and strikes.
- I. CSEA shall have the right to post notices of its activities and matters of CSEA concern on one bulletin board in the College mail room and on one bulletin board in the Child Development Center. CSEA may

utilize mailboxes for communication with members of the bargaining unit.

- J. The District, through its administration, shall furnish copies of public documents, which are held in the custody of the District. The District shall furnish available information, which is pertinent to the processing of grievances under the terms of this agreement.

- K. The CSEA President or his/her designee may, at the option of the Board, be granted opportunity through normal channels to communicate with the Board on matters of general interest to the membership of the bargaining unit, with the exception of matters being considered in the collective bargaining process. The CSEA President may request items to be placed on the Board agenda through established channels.

- L. CSEA acknowledges that nothing contained in this agreement shall be construed to limit the District in any way in the exercise of its legally constituted authority. All rights, powers, and authority which have not been specifically abridged, terminated, modified, or delegated by this agreement are recognized by the CSEA as being retained by the District. Issues arising from the exercise of such rights, powers, and authorities are subject to grievance procedures as set forth in this agreement.

Article 2

PAYROLL DEDUCTIONS/MAINTENANCE OF MEMBERSHIP

Section 1. Payroll Deduction

The Association shall have the exclusive right to payroll deductions from its members in this unit including regular dues and employee benefit program costs. Regular dues and employee benefit program costs may be deducted from the employee's individual paycheck.

Section 2. Fair Share Service Fee

The Association agrees that it has a duty to provide fair and nondiscriminatory representation to all employees in the unit for which this Agreement is applicable, regardless of whether they are members of the Association (as per paragraph "A" below) or fair share service fee payers (as per paragraph "B" below). Subject to the remaining provisions of this section, all covered employees employed on or after the effective date of this agreement and continuing as long as the Association remains the exclusive representative for this bargaining unit, shall as a condition of employment either:

- A. Become a member of the Association and remain a member so long as the Association remains the exclusive representative for this bargaining unit; or
- B. Pay to the Association a fair share service fee in an amount that does not exceed the amount of its standard initiation fee, periodic dues, and general assessments.

Deductions for members of the bargaining unit who commence duties after the school year and therefore are not subject to deductions until after the beginning of the school year shall be prorated in such a manner that the employee will pay dues or fees only in proportion to the number of months during the academic year in which the employee is a member of

the Association or otherwise subject to the terms of the Article. Any fraction of a month shall be counted as a full month. Any change in the amount of the service fee or membership dues shall be provided to Human Resources by CSEA within two weeks after such changes have taken effect.

Section 3. Bona Fide Religious Exception

Any employee who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations as a condition of employment shall be exempt. Such employee shall be required, in lieu of periodic dues, initiation fees, or agency shop fees, to pay sums equal to such dues, initiation fees, or agency shop fees to a non-religious, non-labor charitable fund exempt from taxation under Section 501 (C) (3) of the Internal Revenue code, chosen by such employee from the following list:

1. American Cancer Society
2. American Heart Association
3. UNICEF
4. United Way

Proof of such payment shall be made on a monthly basis to the district as a condition of continued exemption from the requirement of financial support to the public employee organization.

Section 4. Separation From Unit

The provision of the Article II, Section 1 and 2 shall not apply during periods when an employee is in out-of-pay status for more than thirty (30) days. If an employee is subsequently compensated for time originally or previously identified as out-of-pay status, the employee's appropriate and regular representational dues or fees for this time shall be deducted and paid to the CSEA.

Section 5. Changes in Dues

Any changes in dues will be submitted to the District, in writing, thirty (30) days prior to the effective date of such changes.

Section 6. Forfeiture of Deductions

If the balance of an employee's wages in any one pay period, after all other involuntary and insurance premium deductions are made is not sufficient to pay deductions required by this agreement, no such deduction shall be made for that period. However, the dues for that pay period remain due and payable by the employee, and the dues for that pay period will be deducted over the next four (4) months.

Section 7. Membership List

A list of all employees whose deductions have been submitted to the California School Employee Association shall be presented to the CSEA Chapter of the District.

Section 8. Orientation Information

Upon initial employment, each bargaining unit employee shall receive a copy of the current Collective Bargaining Agreement between the District and the Association and shall be given necessary information and forms regarding the Health and Welfare benefits package. A classified mentor shall be assigned by the Bargaining Unit to assist the new employee with transition into the new work setting.

Section 9. Indemnification

The Association, CSEA and/or Chapter 180 agree(s) to indemnify and hold harmless the District against any and all liabilities, claims, or actions which may be brought against said District or the District Board of Trustees individually or collectively, its officers, employees and agents, including reimbursement for all costs, expenses, fees and judgments

incurred by the District in providing an effective defense against all lawsuits or other legal proceedings, arising out of and in connection with this article.

Article 3

COMPENSATION AND HEALTH AND WELFARE BENEFITS

Section 1. Salary Schedules

CSEA and the District have agreed to a separate Memorandum of Understanding (MOU) regarding salaries in the 2012-2013 fiscal year.

The master salary schedules for unit members represented by CSEA are attached to this agreement marked as Appendix “B”. The Classification Schedule and Salary Placement for employees represented by CSEA is attached to this Agreement marked as Appendix “A.”

A. Negotiated Salary Schedule FY 2013-2014:

1. There will be no changes to the Classified Salary Schedule during the 2013-2014 or 2014-2015 fiscal year, unless and until negotiated otherwise:

2013-2015 Salary Schedule

ROW	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
1	\$ 2,224	\$ 2,335	\$ 2,452	\$ 2,575	\$ 2,703	\$ 2,839	\$ 2,980	\$ 3,130
2	\$ 2,335	\$ 2,452	\$ 2,575	\$ 2,703	\$ 2,839	\$ 2,980	\$ 3,130	\$ 3,286
3	\$ 2,452	\$ 2,575	\$ 2,703	\$ 2,839	\$ 2,980	\$ 3,130	\$ 3,286	\$ 3,450
4	\$ 2,575	\$ 2,703	\$ 2,839	\$ 2,980	\$ 3,130	\$ 3,286	\$ 3,450	\$ 3,623
5	\$ 2,703	\$ 2,839	\$ 2,980	\$ 3,130	\$ 3,286	\$ 3,450	\$ 3,623	\$ 3,804
6	\$ 2,839	\$ 2,980	\$ 3,130	\$ 3,286	\$ 3,450	\$ 3,623	\$ 3,804	\$ 3,994
7	\$ 2,980	\$ 3,130	\$ 3,286	\$ 3,450	\$ 3,623	\$ 3,804	\$ 3,994	\$ 4,194
8	\$ 3,130	\$ 3,286	\$ 3,450	\$ 3,623	\$ 3,804	\$ 3,994	\$ 4,194	\$ 4,404
9	\$ 3,286	\$ 3,450	\$ 3,623	\$ 3,804	\$ 3,994	\$ 4,194	\$ 4,404	\$ 4,624
10	\$ 3,450	\$ 3,623	\$ 3,804	\$ 3,994	\$ 4,194	\$ 4,404	\$ 4,624	\$ 4,855
11	\$ 3,623	\$ 3,804	\$ 3,994	\$ 4,194	\$ 4,404	\$ 4,624	\$ 4,855	\$ 5,098
12	\$ 3,804	\$ 3,994	\$ 4,194	\$ 4,404	\$ 4,624	\$ 4,855	\$ 5,098	\$ 5,353
13	\$ 3,994	\$ 4,194	\$ 4,404	\$ 4,624	\$ 4,855	\$ 5,098	\$ 5,353	\$ 5,620
14	\$ 4,194	\$ 4,404	\$ 4,624	\$ 4,855	\$ 5,098	\$ 5,353	\$ 5,620	\$ 5,901
15	\$ 4,404	\$ 4,624	\$ 4,855	\$ 5,098	\$ 5,353	\$ 5,620	\$ 5,901	\$ 6,196

2. Should any other bargaining group with the District (i.e. CCA/CTA Bargaining Unit) receive a higher rate of compensation, the CSEA bargaining unit will receive an amount equal to that adjustment.

Section 2. Professional Growth Compensation

- A. A one-time payment of \$200.00 per semester unit or \$140.00 per quarter unit will be paid regular classified employees upon completion of courses not offered at Palo Verde College. Such courses must be part of a program of professional advancement approved by the immediate supervisor and the Superintendent/President. A one-time payment of \$100.00 per semester unit will be paid to regular classified employees who take courses on their own time at Palo Verde College as part of a program of professional advancement approved by the immediate supervisor and Superintendent/President. The program must be approved at least one month prior to enrolling in the courses and the professional advancement process should become part of the yearly performance appraisal conferences.
- B. There shall be a \$8,000 maximum annual District contribution toward payment of professional growth programs for the benefit of unit members, including the cost of release time (based upon the unit members' hourly rate of pay) to participate in such programs during duty hours. Payment of professional growth is based upon full-time unit members receiving 100% of the professional growth rate, limited to six (6) units per semester and pro-rated for permanent part-time unit members based on the number of hours worked per week, limited to three (3) units per semester. If a unit member receives any monies from another source (i.e., staff development, financial aid, grants, etc.) the person shall not be entitled to receive district professional growth funds.

Any unused portion of the annual District contribution of professional growth will be carried over to the following fiscal year and every fiscal year thereafter. Upon written request from CSEA, an annual summary of the account status will be submitted to the CSEA Executive Board. In addition, classified employees are eligible to use staff development funds beyond the amount of this agreement by application to the Staff Development Committee.

- C. A unit member will receive up to three hours of release time per week when such unit member must take a course to receive an A.A./A.S. degree at the end of the term and the course is not taught during the unit member's non-working hours. If a unit member elects to receive release time during their normal working hours, they shall not be entitled to additional compensation as stated in Item A.

- D. Any number of courses may be taken during an employee's non-duty time. An employee may be excused from duty to take one approved course or class a semester with the approval of the immediate supervisor. Such a plan should be a part of a professional growth plan. Alternate coverage for the position shall be arranged. No professional growth plan will be required if the released time involves a short seminar or conference that is connected to job performance.

Section 3. Longevity (CSEA)

Longevity Increase effective July 1, 2009:

LONGEVITY Based on Years of Service		
10 Years	\$ 125	per month
13 Years	\$ 250	per month
16 Years	\$ 375	per month
19 Years	\$ 500	per month
22 Years	\$ 625	per month
25 Years	\$ 750	per month

Section 4. Out-of-Class Pay

Employees assigned by the District to perform duties unique to a higher classification for a period exceeding five days within fifteen calendar days, and who are capable of performing all duties prescribed in this higher classification shall be paid on the lowest step of the salary schedule range assigned to the higher position, or five percent (5%) more than their current salary, whichever is greater. This provision is subject to all applicable provisions of Education Code.

Section 5. Health Insurance Escape Clause

In the event that a “single payer,” or other state or national insurance plan that changes District contributions is signed into law, the District and Association shall immediately enter into negotiations regarding salary and benefits. If the State or Federal Government comes up with a “government run” and/or “single payer” plan, the District and CSEA agree to meet and negotiate as soon as possible preceding the implementation of any “government run” and/or “single payer” plan.

Section 6. Cost Increases and Basic Package

Effective July 1, 2012, the Classified Bargaining Unit shall be covered by the parties’ agreed upon Health and Welfare benefit package offered through REEP enumerated in the Current Health and Welfare to this collective bargaining agreement. Effective July 1, 2011, the maximum employer contribution (i.e. the employer “cap”) for the Health and Welfare benefits package shall be \$17,525.52.

The remaining Benefit Fund, if any, will be used to pay the difference between the additional district contribution and the actual cost of the Health and Welfare Benefits premiums. Bargaining unit members shall be responsible for payroll deductions for any amount due for premiums upon exhaustion of the benefit fund.

- A. Effective July 1, 2011, the District will offer the following Medical, Dental, Vision and Life Plans:

Type of Coverage	Plan Name
PPO Medical Plans	PPO Option #1
	PPO Option #2
	HSA Option #1
Dental Plans	PPO Delta Dental
	MetLife Dental
Vision Plans	VSP Vision
	MES Vision
Life Insurance Plans	Prudential Life Insurance

- B. Each July 1st, beginning July 1, 2012 the District will contribute one-half the deductible towards the Health Savings Account (HSA) for full-time employees newly enrolled in the HSA/CDHP/PPO plan. This on-going incentive to new enrollees in the HSA/CDHP/PPO plan will cover one-half of the full deductible for subsequent July 1st to December 31st periods.

- C. Each January 1st, Beginning January 1, 2012 the District will contribute once yearly the full deductible for full-time employees towards the Health Savings Account (HSA) for eligible CDHP/PPO participants, which for the 2011-2012 fiscal year is as follows:

HSA – Deposits (Single)	\$1,200.00 per year
HSA - Deposits (Family)	\$2,400.00 per year

- 1. Tax consequences of receiving the funding, establishing and using an HSA are the sole responsibility of the employee and the District specifically disclaims any liability and individual employees shall hold the District harmless to the extent that any tax assessments are due and owed.

- D. Upon request by eligible full-time employees and their full-time eligible spouses or registered domestic partners, the District will pay the full annual premium amount toward the payment of one offered medical, dental, and vision plan premiums each (including the PPO and HSA plans) such that eligible couples under one medical, dental and vision plan who are both employed by the District do not suffer an out-of-pocket payroll deduction.

- E. Subject to CSEA chapter approval and benefit fund availability, CSEA shall consider, at its sole discretion, whether to utilize a portion of its benefits fund to provide monthly contribution to augment HSA contributions for new enrollees to the HSA/CDHP/PPO plan and/or PPO plan participants' out-of-pocket payroll deductions.

Section 7. REEP Rebates

Effective July 1, 2005, and contingent upon remaining with REEP in subsequent years, the Classified percentage of annual equity distribution shall be available during negotiations to fund future classified health insurance additions or increases. The parties agree that CSEA's equitable portion of the total dollar amount of the 2012-2013, 2013-14 and 2014-15 REEP rebates will be placed into the CSEA Benefits Fund.

Section 8. Differential Employee Contribution

In the event the cost of the health and welfare benefits exceeds the maximum employer contribution established and the parties have not agreed upon an increased employer contribution to fund the total costs of benefits for the ensuing year, unit members shall be subject to mandatory payroll deductions to cover the difference between actual cost and employer contribution.

Section 9. Payroll Deductions

The implementation of the employee contribution, if any, towards health and welfare benefits (i.e. out-of-pocket payroll deductions) shall be from September to June tenthly.

Section 10. Insurance Committee

The District shall establish an insurance committee to explore options to address the rising cost of insurance. The CSEA shall be allowed at least two members on the committee. The Insurance Committee, as part of their work, will try to reach a consensus surrounding each year's Health Insurance Benefits Package and will make an annual non-binding recommendation to both the District and the CSEA negotiating teams regarding potential cost and coverage changes.

Section 11. Early Retirement Medical Benefits

The District will pay seven thousand five hundred dollars (\$7,500) per fiscal year (i.e. the retiree “cap”) for the medical and dental insurance of the retiring classified employee proving the following conditions:

- A. The classified employee must have been employed as a regular classified employee for fifteen (15) years of consecutive service in the District immediately prior to retirement.
- B. The classified employee must have been eligible and covered under one of the District sponsored health or dental insurance plans in force immediately prior to retirement.
- C. To be eligible for this benefit, the classified employee must retire at or after age 55, but before age 65.
- D. Classified employees who desire coverage under provisions of this Section shall notify the Administrative Services Office of such desire at the time of retirement and annually thereafter.
- E. The District will pay the premium to the health or dental care company with which the classified employee was covered at the time of retirement. Such payment shall begin for the retiring classified employee beginning at the time of retirement or at the beginning of the following year of coverage, whichever is applicable. The District will cease payment of medical insurance premiums when the classified employee reaches the age of 65.
- F. The retired classified employee may also elect to pay the premium for his/her dependents, starting at age 55 until the age of 65. Payments must be made directly to the Business Service Office. The initial payment shall be received on or before July 10th of each year and continues on a regular monthly basis for a total of twelve (12) payments, with the additional payments to be received on or before the tenth day of the months of August through June of each year.

- G. Beginning July 1, 2012, the District will “pool” any savings between the actual costs of medical benefits for retirees and the agreed upon annual district contribution of \$7,500 (i.e. “retiree cap”). Any savings between the “retiree cap” and the actual amount paid by the District on behalf of retirees will be available to the retiree “pool” in order to reduce premium contributions of all eligible classified retirees receiving retiree medical benefits. If, in the future, there is no overall group savings when computed against the “pooled” District contributions of \$7,500 for each current, eligible classified retiree, then in that event those retirees whose plans exceed the retiree medical cap of \$7,500 will assume, and equally share, the responsibility for paying the difference.
- H. Upon reaching the Age of 65, the District coverage will convert to Medicare for the retired classified employee. The District will provide \$100 per month to the classified retiree to be used to purchase a Medicare supplemental insurance coverage of their choice until the classified employee reaches the age of 75.

Article 4

HOURS AND OVERTIME

Section 1. Working Hours

The regular workweek of a full-time classified position shall be forty (40) hours, and the regular workday shall be eight consecutive (8) hours. Normal working hours are from 8:00 a.m. – 5:00 p.m. unless stated differently in the job description or mutually agreed to by the CSEA and the District. The scheduling of hours and workdays shall be at the sole discretion of the District. A regular working day shall include one hour for lunch and one 15 minute rest period during each half-shift. Variations in daily or weekly work schedules may be permitted with the approval of the immediate supervisor and the Superintendent/President. Friday has been deemed a shortened workday and each eligible employee is entitled to leave ½ hour earlier.

Before February 15 of each year, the Association shall inform the Superintendent/President if it wishes to institute summer hours which shall consist of four (4) ten-hour days (Monday through Thursday) commencing with the first Monday following the College's commencement ceremony concluding two weeks before the first day of the Fall semester. If adopted by the District, the Association's recommendation shall be binding on all its members.

During summer hours any reference to "day" in this contract for purposes of vacation or other leaves shall mean 1.25 days.

Section 2. Overtime

The District may, at its own discretion, provide either (1) compensation, or (2) compensatory time off for employees designated by the District and authorized to perform such overtime work. Rate of compensation for such overtime shall be at one and one-half the regular rate of pay. Compensatory time off shall be calculated for hours worked in excess of

eight (8) per day and forty (40) per week at one and one-half times the number of overtime hours worked to a limit of 12 hours accumulated time off; thereafter, hours of overtime worked shall be compensated at one and one-half times the hourly rate of pay. Overtime is anytime required to be worked in excess of eight (8) hours in any one workday or anytime in excess of 40 hours in one workweek.

Hours not worked because of holidays, sick leave, vacation, compensated time off, or other authorized paid leaves of absence, shall be considered as time worked by the employee. The designation, authorization, and allocation of any overtime shall rest solely with the District and shall not be subject to grievance procedures as set forth in this agreement.

Section 3. Shift Differential

The District shall pay a 2.5% shift differential for full-time unit members who work at least four 8 hour shifts per week which commence on or after 12:00 p.m.

Section 4. Pay Days

All employees covered by the bargaining unit with regularly scheduled hours shall be paid on a twice monthly basis (24 times) per fiscal year.

Article 5

VACANCIES, TRANSFERS, PROMOTIONS AND RECLASSIFICATIONS

Section 1. Vacancies

Vacancy is defined as a new or existing bargaining unit position, which the District determines to fill.

Section 2. Voluntary and Involuntary Transfers

Transfer is defined as a movement of bargaining unit employees from one (1) position to another within the same classification.

A. A voluntary transfer is when a qualified employee (as per the job description) transfers from one position to another position in the same salary classification is initiated by either the employee or the District and meets with agreement from both the District and employee. The current employee must submit an application for the posted position. The employee shall be subject to testing if they have not tested in their original position.

B. An involuntary transfer is when a transfer from one position to another position in the same salary classification is solely initiated by the District and does not meet with agreement from the employee. Reasons for any involuntary transfer shall be discussed with the employee by his/her immediate supervisor, and with the Association, if requested by the unit member. The Chapter President shall be provided written notification of such involuntary transfers.

C. "In-House or Promotions Only" Recruitments.

For the purposes of this section, a closed transfer is defined as one or more lateral transfers when there is no net increase in the number of employees. "In-House or Promotional Only" recruitment shall be used under the following circumstances:

1. When the position is being filled on an interim basis for the minimum time necessary to allow for full and open recruitment which shall not exceed one (1) year;
 2. When there is a reorganization that does not result in a net increase in the number of employees;
 3. When there is a closed transfer as per section A and B above.
- D. Any unit member may apply concurrently on an “In House or Promotional Only” basis for any position announced under the voluntary transfer policy. Such application will not be considered until voluntary transfer and voluntary demotion applicants have been reviewed.
- E. Medical Transfers. The District may assign a unit member, under the Involuntary Transfer procedures in this section in cases where the unit member is medically unable to assume his/her regular duties in his/her existing classification.
- F. Substitute Employees. The District may employ a substitute employee pursuant to Education Code 88003 to replace any classified employee who is temporarily absent from duty. If the District is engaged in recruiting a permanent employee to fill a vacancy in any classified position, the Governing Board may fill the vacancy with a substitute employee for not more than sixty (60) calendar days.

Section 3. Promotions

Promotion is defined as an advancement through the competitive hiring process of a bargaining unit employee from one (1) lower position to a higher classification and salary requiring an increase in job skills, training, responsibility, and/or complexity, and in return offers more compensation and status. A bargaining unit member may request a promotion by submitting a written request. To be eligible for a promotion, employees must have completed their initial 12 month probationary period with the

District.

- A. Employees who are promoted through the competitive hiring process shall be placed upon the salary schedule at the step of the promotional range, which reflects a salary increase of at least five percent (5%). In some cases, promoted employees may be placed on a salary schedule step, which does not represent actual years of service within the District.
- B. A permanent employee who is promoted to a class in which she/he has not previously completed a probationary period shall be considered on promotional probation in that class for a period of six (6) months. During the six-month promotional probationary, an employee may be demoted to his/her prior classification. Nothing in this language, however, prohibits the District from disciplining the employee for cause during the promotional probationary period according to the disciplinary provisions and proceedings as outlined in this agreement.

Section 4. Voluntary and Involuntary Demotions

Demotion is defined as a movement of bargaining unit employees from one (1) position to a different classification requiring a decrease in job skills, training, responsibility, and/or complexity, and in return offers less compensation and status.

- A. A voluntary demotion is when a demotion is initiated by either the employee or the District and meets with agreement from both the District and employee. Bargaining unit members who accept voluntary demotion shall be placed on the corresponding step of the appropriate range as the step they previously had occupied in the higher range.
- B. Involuntary demotion is when a demotion is solely initiated by the District and does not meet with agreement from the employee. Any involuntary demotion shall be subject to the provision of Article 11 regarding disciplinary proceedings as outlined in this agreement. The

Chapter President shall be provided written notification of such involuntary demotions.

Section 5. Posting of Vacancies

In the event of a vacancy, the District shall post an announcement of the job vacancy for five (5) consecutive work days before advertising that vacancy to the public. Announcements shall be subject to the following conditions:

- A. The vacancy announcements shall include: job title, hours, salary range, example of duties, knowledge, skills and abilities for the job, minimum qualifications and the date, time place, manner of making the application, type of screening process and/or examination, final filing date, and other such pertinent information.
- B. If a suitable candidate with appropriate qualifications cannot be found, and where it may be necessary to modify the posted qualifications to fill the vacancy, the job vacancy must be reopened to classified bargaining unit employees, the new job qualifications made clear in the amended vacancy announcement, and the five (5) day period for such vacancy announcements started anew. The intent of this clause is to allow current classified bargaining unit members to apply for transfer or promotion if they become eligible for such transfer or promotion if and when qualifications for a job vacancy change.

Section 6. Selection Criteria

Vacancies subject to Transfer and Promotion shall be posted in an announcement so that eligible employees may request transfer to such vacant position. Priority consideration will be given to requests for transfer by qualified employees; however, the weighting of the criteria and the final selection of a successful candidate is within the sole discretion of the District.

The criteria for any vacancy, including those where transfers, promotions,

or demotions are involved shall include, but not be limited to the following:

1. Applicant's skills and abilities;
2. Nature of applicant's experience;
3. Disciplinary and attendance record for the preceding two (2) years;
4. Two most recent evaluations;
5. Length of time performing the same or similar jobs;
6. Length of service with the District;
7. Applicable legal obligations.

The District will select among competing candidates based upon a review of applicable criteria. If one or more of the leading candidates are current employees of the District, in its sole judgment and discretion determines their qualifications are equal, then, in that event, the District will select the candidate with the greater length of service with the District.

For purposes of this clause, "length of service" shall date from the date upon which the employee first commenced his/her most current unbroken service to the District.

Section 7. Selection Procedures

The District shall use a combination of measurements to weigh each applicant's merits in relation to the posted vacancy. These include, but are not limited to the following list below:

- A. Eligibility and relative fitness of applicants for employment shall be determined by a job-related examination, which will be selected by the administration. The bargaining unit shall have the right to review and comment on test instruments. An examination may consist of one or any combination of generally accepted testing techniques, including but not limited to: performance tests, written tests, technical expert interview of knowledge, skills, and abilities, rated interview, ratings of application or resumes, work performances or promotional potential

evaluations.

- B. Interview Questions: Any structured interview for vacant positions will include the administrator and one (1) classified employee who will use a structured interview format when conducting interviews. The question and answers will be job-related, and ratings will be based on criteria identified. Each candidate who is not selected will be advised of the basis for non-selection.
- C. Verification of a prospective employee's educational or professional certification, experience, or any other statutorily mandated prerequisites to employment will be done by the Administrative Services Office before any prospective employee is offered employment. Such reference checking may also include a job related background check.
- D. Examinations shall be recognized as standardized examinations. Once an employee passes a promotional test, the test shall stay in effect for one year. Selection of candidates will be made from this pool unless a check of the pool validates that the pool does not conform to EEO standards. Additional testing will be performed and the candidates will not be required to retest unless the one year period has expired.

Section 8. Test Date Announcement

The Administrative Services Office shall notify applicants of the test date on the job announcement.

Section 9. Review of Test Results

Applicants who test for any position may, following publication of the eligibility list, request a conference with the Human Resource Manager for the purpose of reviewing the applicant's performance on that test, by discussing in detail results. Applicant's test scores and performance evaluations will be kept confidential. The Human Resource Manager shall notify the applicants of their appeal rights under EEO and Affirmative

Action criteria.

Section 10. Notice of New or Changed Positions

The District shall provide CSEA, Chapter 180 with advance notice regarding the establishment of new classified positions and/or proposed changes in existing position descriptions. In the event the District endeavors to change job descriptions, change or transfer job duties of classified employees, or establish new classified positions that include work classified bargaining unit members have historically performed, the District agrees to meet and negotiate with CSEA prior to such changes being implemented by the District.

Section 11. Pilot Trial - Classification and Reclassification Review Committee

A Pilot Trial classification and reclassification model as provided in Section 14 will be adhered to through June 30, 2015. The model as presented will be evaluated for the effective, efficient, and timely response for reclassifications. Based on the assessment, a decision will be jointly made by CSEA and the District to determine whether to maintain or change the reclassification cycle as presented.

In order to assure an efficient, fair and equitable Classification and Reclassification System, a standing advisory committee is hereby established to make recommendations to both the District and CSEA's negotiating teams regarding the following topics:

- A. Proper title, job family, and salary for authorized new classifications.
- B. Requests for reclassification by unit members and/or their supervisors.
- C. The review and maintenance of the District's classification system as a whole.

It is the intent of the Committee structure to compliment the collective bargaining process and it is recognized that participation in this process is

not a waiver of negotiation rights on any subjects within the scope of representation arising as a result of the Committee deliberations, unless the Committee arrives upon a unanimous recommendation as provided by Section 15, subdivision (I) below in which case the Parties' obligations to meet and negotiate shall be satisfied.

Section 12. Composition of the Classification and Reclassification Review Committee

The Classification Review Committee is composed of at least the following equal numbers of representatives from both the District and CSEA:

- A. Two representatives from CSEA, appointed by the CSEA Chapter 180 President.
- B. Two representatives from the District appointed by the Superintendent/President.

Section 13. Direct Conflict of Interest of Committee Member

Any member with a “direct” conflict shall excuse him/herself from the Committee during which time the deliberations and voting on the matter in which he/she has a direct conflict is occurring. The meaning of “direct conflict” is defined as follows:

- A. Any Committee member who occupies the same classification of the employee(s) being reviewed.
- B. Any Committee member who has the responsibility of immediate supervision of the employee(s) scheduled for review.
- C. Any Committee member who is the second level of the supervision of the position in review.
- D. Any Committee member whose own personal request is being reviewed by the Committee.

- E. Any Committee member who is personally related by blood or affiliation to the employee making the classification or reclassification request.
- F. Any Committee member who self-identifies that a conflict of interest exists for personal reasons.

An alternate shall be appointed by the appropriate party to fill the vacancy created by a recusal.

Section 14. Meeting Schedule and Timelines

The Committee shall review classifications or reclassification requests as follows:

- A. All completed reclassification request forms must be received by the Human Resources Office on or before November 30th to be considered for review within the same school year.
- B. The Committee will not consider requests submitted and examined the previous year unless significant changes in job duties can justify such a review. An increase in the volume of work is not a valid reason.
- C. Classifications must be established for a period of at least one year before reclassification can be considered.
- D. All classification requests (proper title, job family, and salary for authorized new classifications) shall be reviewed monthly as needed for operational efficiency, and as approved, submitted to the Board of Trustees for final approval.
- E. To mitigate long-term out-of-class situations, an out-of-cycle reclassification timeline appeal may be submitted, with written justification by the employee or the supervisor, to the Committee for consideration anytime during the year. If the timeline appeal is

approved, the employee then follows the procedures outlined in Section 15 of this article immediately below.

Section 15. Procedures

- A. A reclassification request may be initiated by the employee or his/her supervisor.
- B. All requests for reclassification must be submitted on the “Classification Questionnaire” forms and any supporting materials submitted to the Human Resources Office by the deadline for action. Forms are available from Human Resources Office.
- C. If the employee initiates the request, the Committee shall provide a copy of the completed form to the immediate supervisor for review. The supervisor shall have at least ten (10) working days to provide a response to the Committee. Following the immediate supervisor’s comments, the employee shall have at least ten (10) working days to provide a response to the Committee.
- D. Committee members are responsible for reviewing the classification questionnaire and any supporting materials submitted by the employee or immediate supervisor prior to the scheduled interviews, if any, as provided in subdivision (F) immediately below. A written statement from the next level administrator may also be reviewed. Committee members should be prepared to ask appropriate questions to clarify any issues arising from the questionnaire and materials.
- E. The Committee may, upon a majority vote, elect to conduct field interviews to validate workflow processes and to observe the utilization of equipment, tools, and other instruments required to perform the duties of the position. Salary studies using comparable school districts may be conducted.
- F. An interview may be scheduled with the employee and immediate supervisor before the Committee. The purpose of the interview is to

gather information and to clarify any ambiguities. In the event of a group request, it is preferable to interview all individuals at the same time.

- G. Following the completion of the review of all requests for reclassification, Committee members shall participate in discussions as a group pertaining to the merit of the request based on the guidelines for reclassification. Committee members shall review and make each recommendation on each issue in front of the Committee. An attempt to reach consensus shall be made.
- H. Committee members shall vote on a recommendation following the interview and in consideration of all the information present.
- I. If the Committee reaches a unanimous decision in its recommendation, the Committee will render its decision to the Human Resources Office and the CSEA Chapter 180 President no later than May 1st. The Committee's unanimous recommendations shall be considered negotiated for EERA-purposes, and shall not be forwarded to the District's nor CSEA's negotiating teams.
- J. If the Committee is not unanimous in the recommendation, only that issue(s) which has not been agreed upon unanimously by the Committee will be forwarded to CSEA and the District's negotiating teams, provided however, that the issue(s) is within the scope of representation (for example, if it concerns a change in an existing job description).

Section 16. Guidelines for Reclassification

Placement of a position on the salary schedule may be determined by the degree of the following factors:

- A. Required skills, knowledge and abilities
- B. Required experience and education
- C. Scope of responsibility

- D. Accountability;
- E. Complexity
- F. Working conditions (e.g., indoor/outdoor, safety, etc.)
- G. Supervision given or received

An increase in the amount of work (quantity), without a change to any of the following factors above (A-F) within an existing classification does not constitute a reclassification.

Section 17. Warranted Reclassifications

Upon review of the factors above, the Committee may determine that based on the totality of the circumstances, the reclassification of a position may be warranted:

- A. If there is a significant proposed change in the types of duties and/or the level of the responsibility of one or more job areas.
- B. If there has been a gradual accumulation of duties in a job classification (and not a sudden change occasioned by a reorganization or the assignment of completely new duties and responsibilities).
- C. If it is determined that the position was originally under-classified (including job duties and salary in comparison with the overall classification plan in the District).
- D. If the job description does not accurately reflect the current duties of the position.

Section 18. Salary Placement Following Reclassification

A classified employee who has been reclassified upward on the salary schedule shall be placed on the salary schedule step, which represents at least a five percent (5%) salary increase for the employee. In some cases, reclassified employees may be placed on a salary schedule step, which does not represent actual years of service within the District. In no event

shall upward reclassification result in a loss of pay for a classified employee, and in no event shall the reclassification change the employee's anniversary date for the purposes of earning salary step increases. Unless agreed upon differently by the Committee, the reclassification accomplished by the Reclassification Committee shall become effective July 1st.

Article 6

SAFETY AND GENERAL CONDITIONS OF EMPLOYMENT

Section 1. Reporting of Safety Hazards

Unit members are encouraged to notify their immediate supervisor in writing concerning an unsafe condition in the District directly affecting their health and safety. The immediate supervisor shall investigate the reported unsafe condition(s) and advise the unit member in writing within fifteen (15) work days of any findings and proposed corrective action.

Section 2. Loss of Property, Benefits

Any District employee(s) who suffers either loss of or damage to personal property, or undue loss of benefits arising out of the legitimate performance of their duty(ies) shall have the right to petition to the District for reimbursement for such loss and/or reinstatement of such benefits (including sick leave). The District will consider such petition(s) on the basis of their merit in each instance.

Section 3. Security Task Force

The District shall establish a Security Task Force, which shall meet twice per year or more often as necessary to address issues surrounding workplace security and safety. CSEA shall have at least one member on the committee.

Section 4. Employee Expenses and Materials

A. The District agrees to provide all tools, equipment, supplies and uniforms reasonably necessary for performance of employment duties. A uniform will be considered necessary when the employee is required to work with caustic or permanently discoloring metals or substances during the performance of duties assigned.

- B. Any classified employee shall be reimbursed for the required use of his/her personal vehicle used on District business at the current rate adopted by the Board of Trustees.

Section 5. Tuberculosis Testing

In order to obtain the tuberculosis test, and to secure the results, the employee may have to be absent from his/her work assignment. If this is necessary, release time shall be granted to the employee. The District will pay for one (1) X-ray each four years for employees requiring such a test.

Article 7

EVALUATIONS, PROBATION, AND PERSONNEL RIGHTS

[CSEA agrees to form a separate committee to update and revise the evaluation form used for bargaining unit members. CSEA will appoint two representatives, and the District will appoint two representatives to an advisory committee. The Human Resources Manager, or management/confidential designee, will be the non-voting chair of the committee, which will be tasked with recommending a revised, updated evaluation form to their respective bargaining teams for negotiations to be implemented in the 2012-2013 fiscal year.]

Section 1. Evaluation Procedures

- A. All eligible employees will be evaluated on the criteria of job performance. New employees will be evaluated during the third, sixth, and ninth months after date hired. Regular employees will be evaluated at least annually during April.
- B. Eligible employees will be evaluated by their immediate supervisors. Evaluations will subsequently be reviewed by Administration.
- C. The supervisor will complete an evaluation form for classified positions.
- D. The supervisor will conduct an evaluation with employee, explaining the purpose of the interview, and commenting upon the completed evaluation form.
- E. The employee will be permitted to make written entries on the form; then will sign the form indicating that he/she has reviewed its contents.
- F. One copy of the evaluation form will be given to the employee, one will be retained by the evaluator, and one will be forwarded for review by higher authority and filed in the employee's personnel file.

Section 2. Increment Advancement

Satisfactory evaluations will permit the employee to receive an incremental increase (annual increase for years of satisfactory service) for salary schedule proposed in July following the evaluation, assuming that such an increment is provided from thereon.

Unsatisfactory evaluation will result in no incremental increase until job performance has met the criteria of performance as subsequently evaluated by the immediate supervisor. This evaluation shall be conducted no later than three months following the unsatisfactory evaluation. A new employee must be hired by April 1 of a fiscal year to be eligible for the annual incremental increase on July 1.

Section 3. Permanent Employees

A permanent employee is a bargaining unit member who has successfully completed his/her initial twelve (12) month probationary period, and thus is afforded all the rights of a permanent employee.

Section 4. New Employee - Initial Probationary Period

New employees to the District, or past employees who have not been in service to the District for over thirty-nine (39) months shall be subject to an initial probationary period of twelve (12) months, and considered probationary employees. A probationary employee may be dismissed for any reason, at the sole discretion of the District.

Section 5. Permanent Employee - Promotional Probationary Period

See Article 5, Section 3, Paragraph B.

Section 6. Personnel Files

The personnel file of each classified employee shall be maintained at the

District's Business Services Office. All personnel files shall be kept in confidence, and shall be available for District inspection at all times, and shall be made available to the individual for inspection in the office upon request. All personnel files shall not be made available to any other person or agency without written consent of the employee. Employees shall be provided with copies of any derogatory material ten (10) workdays before its placement in the employee's file.

Derogatory material shall be defined as any material, which reflects adversely upon an employee's job performance. The employee shall be given an opportunity during normal working hours and without loss of pay to initial and date the material and to prepare a written response to such material. Any person who places written material or drafts written material for placement in an employee's file shall sign the material and signify the date on which such material was drafted.

Any written materials placed in a personnel file shall indicate the date of such placement. No disciplinary action shall be taken for any cause that arose more than two (2) years preceding the date of the filing of a notice of disciplinary action. (Ref. Education Code 88013)

Article 8

PAID AND UNPAID LEAVES

[CSEA agrees to form a separate committee to recommend changes to Article 8 to address the following language areas: additional sick leave provisions (i.e. the “100 days”), leave coordination with long-term disability, FMLA/CFRA, pregnancy disability, Labor Code 233 leave, and Servicemember leave. This ad-hoc committee will be constructed as follows: CSEA will appoint two representatives, and the District will appoint two representatives to an advisory committee. The Human Resources Manager, or management/confidential designee, will be the non-voting chair of the committee, which will be tasked with recommending revised, updated contract language in the area of additional sick leave and long-term disability coordination to their respective bargaining teams for negotiations to be implemented in the 2012-13 fiscal year. Any agreed upon changes by the Parties to contract language in this area shall be reduced to writing and shall be subject to review and ratification by both the CSEA Chapter 180 membership and the Palo Verde Community College Board of Trustees.]

Section 1. Holidays

Classified Bargaining Unit Employees shall be entitled to the following paid holidays:

Independence Day	Day before New Year
Labor Day	New Year’s Day
Veteran’s Day	Day after New Year
Thanksgiving	Martin Luther King
Day After Thanksgiving	Lincoln Day
Day Before Christmas	Washington Day
Christmas	Day after Christmas
Spring Recess – (3 days)	Memorial Day

Classified Bargaining Unit Employees shall receive a maximum of two (2) floating holidays to be used for any weekday period which falls between “The day after Christmas” and “the day before New Year’s Eve” holidays.

These floating holidays shall not be used to receive extra pay for weekend days. Any employee that is requested and agrees to work on the same referenced holiday(s) shall be allowed to reschedule with the approval of their immediate supervisor the day(s) off with pay.

On the District’s academic calendar, including the summer months, such holidays are specified in accordance with Education Code Section 88203 and 88205.

1. Holidays for Child Development Center unit members.

Annually, prior to July 1, the District will prepare and distribute a listing of state mandated holidays for unit members who work in the Child Development Center.

Section 2. Vacations

Eligible employees shall earn paid vacation under this article. Vacation benefits are earned on a fiscal year basis; July 1 through June 30.

A. Except as specified in Section 4.C, all eligible full time-employees from the beginning of employment through the completion of the fourth anniversary year will be credited with 8 hours of vacation for each month of service; all employees from the beginning of the fifth year of service through the tenth year of service shall be credited with 12 hours of vacation for each month of service. After completing 10 years of service (i.e. beginning with the first day of the eleventh year of service), employees shall be credited with 14.67 hours of vacation for each month of service.

VACATION DAYS ACCRUAL

Years of Service

Vacation Hours
Earned per Month

1 through 4 years

8 hours

5 through 10 years	12 hours
After completing 10 years	14.67 hours

- B. An employee who works part-time shall accrue vacation hours in direct proportion to the number of hours worked each week compared to a full-time (i.e. 40 hour per week) employee. For example, an employee with four years service working 20 hours per week (i.e. 50%), shall accrue 4 hours per month of vacation leave. An employee with twelve years of service working 24 hours per week (60%), shall accrue 8.80 hours per month of vacation leave.

- C. Vacation shall not become a vested right until the completion of six months of employment. If an employee does not complete an initial six months service and has received pay for vacation days taken off, his/her final salary warrant shall be adjusted by deducting for the vacation time pay the employee received for the days not earned.

- D. A regular (non-probationary employee) shall be “fronted” his/her vacation accrual each year on July 1st. However, upon separation from employment in the District, the employee shall be entitled to payment for all earned and unused vacation if an employee is terminated and has taken vacation which has not yet been earned at the time of termination, the District shall be entitled to deduct from the employee’s final check the full amount of salary which was paid for such unearned days of vacation actually taken.

- E. It is the intent of the District that all employees are afforded the opportunity to use earned vacation. Managers and supervisors will be required to work out an annual vacation schedule to ensure that each employee has planned for vacations and that such vacations can be accommodated within the work schedule for the bargaining unit employee.

- F. An employee who has not been able to use vacation hours because of scheduling dictated by management may accumulate a portion of vacation earned for a given year, plus those hours carried over from

prior years to be added to the vacation period of the next year. At no time shall an employee with fewer than five years continuous employment accumulate more than 144 hours of vacation time at the end of any fiscal year, or an employee with fewer than ten years continuous employment accumulate more than 192 hours of vacation time, or 240 hours of vacation time off an employee with ten years or more of continuous employment. Any employee found to have exceeded these limitations shall have sixty (60) days from the time of such discovery during which to take those number of hours which exceed the limit to which that employee is subject according to length of employment. Following the sixty (60) day period, if the number of accumulated vacation hours is exceeded, the District can require scheduled vacation hours until the employee comes into compliance with this section.

- G. The maximum vacation day carry over for an employee in a part-time position shall be in direct proportion to the number of hours worked each week compared to a full-time (i.e. 40 hour per week) employee. For example, an employee with four years service working 20 hours per week (i.e. 50%), may accumulate a maximum vacation day carry over of 72 hours.

MAXIMUM VACATION DAY CARRY OVER AT THE
FISCAL YEAR BASED ON YEARS OF SERVICE

<u>Years of Service</u>	<u>Maximum Carry Over Vacation Days Allowed at FY</u>
5 years or less	144 hours max. carry over
less than 10 years	192 hours max. carry over
10 years or more	240 hours max. carry over

- H. All vacation schedules in excess of one week continuous time shall be established at least two weeks in advance by the employee's immediate supervisor and approved by the Superintendent/President or appropriate Vice President. An employee shall not be allowed to take vacation in advance of being earned in excess of six days except in

cases of emergency and by prior approval of the employee's immediate supervisor and/or Superintendent/President.

- I. When an eligible employee is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of termination.

Section 3. Temporary Leaves

Various forms of temporary leave are specifically provided for in District Policy. Most of these various forms of temporary leave qualify for continuance of salary during the period of leave. Some are allowable, but without pay. If an employee is absent temporarily for any reason other than those specified, a full day's pay for each day of such absence will be deducted from the employee's salary. A day's pay for classified staff will be the monthly salary of the individual divided by 22, unless the form of assignment identifies an hourly or daily rate from which the day's pay can be computed. Unless otherwise specified, the lengths of time allowed for the various forms of temporary leave are provided for regular full-time employees.

Employees serving less than full-time five days a week shall be entitled to a pro rata allotment of leave time under the various forms of temporary leave.

Temporary leave without pay for any reason not coming under the provisions of those specified by policies of the District may be granted upon request of an employee at the discretion of the supervisor, and subject to approval of the Superintendent/President.

Section 4. Personal Illness and Injury Leave

- A. Any regular full-time employee shall be entitled to temporary leave for absence occasioned by personal illness, injury or necessary consultation and/or treatment by generally recognized medical practitioners in connection with such illness or injury. Said leave shall be a maximum of 12 days annually for 12-month employees working

five days a week, and for those employees working five days a week, but less than twelve months a year, the proportionate number days as the number of months employed. For example, a 10 month employee shall be entitled to a maximum of 10 days annually.

- B. An employee granted leave under Section 4.A above shall be entitled to full pay during the absence to which he/she would have been entitled if working.
- C. For any period of leave under this policy, for any employee who has served the District full-time seven or more consecutive years, and who has less than five school months (100 working days) of accumulated leave to apply to the period of leave, full pay shall be granted for each day of leave beyond the accumulated leave days not to exceed the number of days by which 100 exceeds the days of accumulated leave available, subject to the following conditions:
1. The employee who is suffering from a grave or life-threatening illness or injury requests in writing that the eligible leave be credited at full pay;
 2. The employee continues to use any accrued sick leave/vacation or other available paid leave until such time as the employee has exhausted all available paid leave prior to the request or utilization of leave at full-pay;
 3. The employee has to have been employed by the District for a minimum of seven years, so as to be eligible to apply for such leave at full pay;
 4. The employee is suffering from a documented grave or life-threatening illness or injury that is expected to last for one (1) month or more;
 5. The employee requesting this leave at full pay provide to the Superintendent/President and CSEA President verification of illness or injury;
 6. Verification of District employee's illness or injury shall be by means of a letter or other instrument dated and signed by the sick or injured employee's physician indicating the incapacitating nature and probable duration of the illness or injury.

- D. For any period of leave of five school months or less for any employee with less than five school months (100 working days) of accumulated leave to apply to the period of leave, fifty percent (50%) pay shall be granted for each day of leave beyond the accumulated leave days not to exceed the number of days by which 100 exceeds the days of accumulated leave available (Education Code Section 88196).

- E. The District, at its discretion, may require a doctor's verification or proof of the illness, injury, or medical consultation/treatment necessitating absence for such temporary leave granted under this Article. When the nature of the illness or injury is such as to cause the Supervisor to question the employee's readiness to return to full assumption of his/her assignment, the Supervisor or Superintendent/President shall require written verification from a generally recognized medical practitioner as to the nature of the illness and assurances of the employee's ability to return to work.

Section 5. Part-Time Employees

Part-time employees are entitled to sick leave on the same basis as full-time employees, pro-rated on an hourly basis.

Full time employees receive one day of sick leave per month. A working month is generally considered to be 22 working days, therefore:

$$1/22 = .04545\% \text{ of a month.}$$

Applying the same ratio on an hourly basis over a semester's time would be, for example:

$$\begin{aligned} & 3 \text{ hours per week } \times 18 \text{ weeks } = \\ & \underline{54 \text{ hours total}} \times .04545 = \\ & 2.45 \text{ hours sick leave} \end{aligned}$$

Section 6. Personal Necessity Leave

Any employee may elect to use, at his/her discretion, seven days of temporary leave to which he/she is entitled for personal illness or injury, in cases of personal illness or injury as prescribed in Education Code Section 88207 and in the following cases as prescribed by the Board of Trustees.

- A. A crisis involving the employee's property or the person or property of the employee's immediate family. ("Immediate Family" as used here and as applied to that phrase where used in Education Code Section 88194 includes only mother, father, husband, wife, son, daughter, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, or daughter-in-law of the employee or any person acting "in loco parentis" to the employee. (Permission to extend this meaning to include any other relative because of extenuating circumstances may be granted by the Superintendent).
- B. Illness of a member of the employee's immediate family (as defined above), serious in nature, which under the circumstances the employee cannot reasonably be expected to disregard, and which requires the attention of the employee during his/her assigned hours of service.
- C. The birth of a child making it necessary for an employee who is the father of the child to be absent from his assignment.
- D. Imminent danger to the home of an employee, occasioned by a factor such as flood or fire, serious in nature, which under the circumstances the employee cannot reasonably be expected to disregard, and which requires the attention of the employee during his/her assigned hours of service.
- E. Delay in returning to work because of unavoidable circumstances (flood, storm, vehicle breakdown, public transportation delay, etc.). Number of days of absence on any one occasion shall be no more than reasonable as determined by the supervisor assessing the circumstance

causing the delay.

- F. Up to three days provided for Personal Necessity may be taken at the discretion of the individual employee for a bona fide personal necessity not covered elsewhere in this Article. The employee shall not be required to give the reason for taking leave under this provision (F), as long as he/she notifies the Superintendent/President or other administrative officer in writing of his/her intent at least 48 hours in advance.
- G. The limits and conditions placed upon this form of leave and the manner of applying for and verifying the necessity for such leave shall be prescribed in the Education Code and in administrative rules and regulation of the District.

Section 7. Family Illness Leave

Any regular full-time employee shall be allowed annually (non-cumulative) up to three days of leave with full pay in the event that serious illness or injury incurred by a member of the employee's family requires the immediate and actual presence of the employee with the ill or injured person. For purposes of this policy section, family shall include only the following persons: mother, father, husband, wife, son, daughter, brother, sister, mother-in-law, father-in-law or any relative of the employee or of the spouse of the employee living in the immediate household of the employee.

The District shall comply with the Family and Medical Leave Act (FMLA) of 1993 to provide up to twelve (12) weeks of unpaid, job protected leave to eligible employees for certain family and medical reasons during any fiscal year. Employees are eligible if they have worked for at least one year, and for 1250 hours over the previous twelve (12) months. The following leave conditions are addressed:

- A. Birth of a child; placement of a child with the employee for adoption or foster care, guardianship, and dependent adults.

- B. To care for the employee's spouse, son or daughter, or parent, or dependent who has a serious health condition.
- C. For a serious health condition that makes the employee unable to perform his/her job.
- D. Exercise of these family leave provisions shall be subject to the following:
 - 1. Health benefits shall continue as though the employee were in paid status for the first twelve (12) weeks of such leave.
 - 2. Such leave for serious health conditions of the employee shall run concurrently with similar paid and unpaid leave that are a part of this Agreement.
 - 3. This section does not replace existing leave provisions of this Agreement; it supplements such provisions.
 - 4. Vacation and illness leave may be utilized during family leave, for 1 and 2 above at the option of the employee.
 - 5. The leave shall not constitute a break in service for longevity, seniority, or health benefits upon retirement. An employee returning from leave shall return with no less seniority than he/she had when the leave commenced.
 - 6. Serious health condition is an illness, injury, impairment, or mental condition that involves either inpatient care or continuing treatment as defined by the Family Medical Leave Act.
 - 7. This leave may be utilized in increments less than a consecutive twelve (12) week period.

Section 8. Bereavement Leave

Every person employed in the classified service of any community college District shall be granted necessary leave of absence, not to exceed three (3) days or five (5) days if out-of-state or 250 miles (round-trip) travel is required, on account of the death of any member of his/her immediate family. No deduction shall be made from the salary of such employee nor shall such leave be deducted from leave granted by other sections of this code or provided by the Board of Trustees of the District. The Board of Trustees may enlarge the benefits of this section and may expand the class of relatives below as members of the immediate family. Member of the immediate family as used in this section, means the mother, father, grandmother, grandfather, or a grandchild of the employee or the spouse of the employee, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or any relative living in the immediate household of the employee.

In addition to the above stated “Bereavement Leave” an employee who suffers the death of a spouse shall be entitled to an additional seven (7) days of paid leave. If the employee has sufficient sick leave, the employee shall use such sick leave as seven (7) days of personal necessity.

If an employee has less than seven (7) days of available personal necessity (sick leave) then they shall be allowed to borrow personal necessity leave from a future year to a combined maximum of seven (7) days. For example, if the employee has three (3) days of personal necessity/sick leave available, they will be able to borrow four (4) additional days of personal necessity/sick leave from a future year.

Section 9. Judicial and Official Appearances

A. Any regular full-time employee shall be entitled annually (non-cumulative) to a maximum of three (3) days leave for the purposes of appearing as a witness in court other than as a litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the

employee.

- B. Any regular full-time employee shall be entitled to leave up to a maximum of sixty (60) working days for any one period of duty to serve when called for jury duty in the manner provided for by law. Any extension of such leave beyond the 60 working days shall be referred to the Board for consideration. No more than two (2) classified bargaining unit members shall be granted leave for jury duty at any one time.
- C. Leaves provided under this section shall be granted with pay for the employee up to the amount of the difference between the employee's regular earnings for the period covered by the leave and any amount he/she receives for juror or witness fees.

Section 10. Quarantine Leave

- A. Any regular full-time employee shall be entitled to leave with full pay subject to limitations below for absence from duty because of quarantine which results from his/her contact with other persons having a contagious disease while performing his/her duties, or because of temporary inability to perform the services required of him/her because of said quarantine.
- B. If the period of quarantine extends beyond sixty (60) working days during which the District is required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year, the quarantine shall be treated as a personal illness, and the employee shall be entitled to the same pay enumerated in this Section 4.B. "Personal Illness and Injury" of this Article.
- C. This section only applies to quarantine of the employee. If, subsequent to the employee being placed on leave for quarantine, the employee contracts an illness as a result of exposure to the contagious disease, the leave for quarantine shall be terminated and the provisions of personal illness leave policy or job-incurred illness leave policy

shall become effective.

Section 11. Industrial Accident or Illness Leave

Any regular full-time employee shall be entitled to a maximum of sixty (60) days leave with pay as provided in the Education Code and the Policies, Rules and Regulations of the District for industrial accident or illness arising out of and in the course of employment of the employee and which is accepted by the State Compensation Insurance Fund as a bona fide injury or illness arising out of and in the course of employment. (Education Code 88192).

Section 12. Long-Term Leaves

- A. An employee, upon written request, may be granted a long-term leave of absence by the Board. No such leave of absence may be extended beyond twelve months, except by renewal by the Board. Long-term leaves shall, as much as possible, be coincident with the regular college or fiscal year.
- B. Except as may be required by law, long-term leave will not normally be granted to a probationary employee.
- C. Such leave shall not constitute a break in continuity of service, but the period of leave shall not be considered as employment for the various purposes of computing cumulative years of service in the District, including advancement on any salary schedule.
- D. Upon expiration of the leave, the employee shall be reinstated in the position held by him/her prior to the leave, or in a position comparable in responsibility, there being no assurance implied herein of return to an exact assignment held prior to the leave. The Board reserves the right, subject to applicable provisions of the law, to make such change in position assignment of the employee upon his/her return from leave that will best serve the interests of the District.

Section 13. Maternity/Paternity Leave

- A. Any regular full-time female employee shall be placed on sick leave upon her request to the Board when she is required to absent herself from her assignment because of pregnancy or convalescence following childbirth. Such leave in excess of accumulated sick leave shall be subject to the minimum allowable guidelines under the Family and Medical Leave Act, and shall not normally be granted for more than twelve (12) calendar months.
- B. Such leave shall be for a period of time to be determined by the employee upon the advice of their physician and as conditions indicate.
- C. Insofar as is possible, request for leave shall be made as far in advance as is practical. Beginning and ending dates for leave should be estimated by the employee with the advice of their physician. The terms of such leave shall at all times have as a prime consideration the best interests of the employee's health and his/her ability to return to his/her assignment in good physical and emotional condition.
- D. A reduction or extension of the period of leave granted may be authorized by the Superintendent/President if conditions occur. In the event of interruption of pregnancy, the period of leave may be reduced or extended at the option of the employee with the advice of their physician.
- E. If the date of termination of such leave, either as originally requested or as determined by authorized reduction in the period of leave, will return the employee to duty at such time in the school year when it would be impractical to do so, the employee will be expected to request, and will be granted, personal leave for the remainder of the semester or school year as may accommodate appropriate staffing practices.
- F. Any regular full-time male employee whose wife gives birth may

request up to three days leave to be deducted from personal necessity leave. If complications occur requiring his presence at home for a longer period of time, such leave will be charged to personal necessity.

Section 14. Personal Leave

- A. The Board recognizes that circumstances in the lives of employees may occasionally determine a compelling and reasonable need to interrupt continuing service with the District for a period of six (6) months to one (1) year, and that such need may not qualify for leave under the several forms of leave available to employees.
- B. Any regular full-time permanent employee may submit a written request for personal leave for six (6) months to one (1) year. Granting of such leave will be considered on the basis of the need, of which the Board shall be judge, and in terms of the availability of an adequate replacement for the employee during the period of leave. Such leave granted shall be without pay.
- C. Personal leave under this policy will also be granted to permanent or probationary female employees terminating a maternity leave as provided in the policy on maternity leave.

Article 9

LAYOFF AND REEMPLOYMENT

Section 1. Definitions and Reason for Layoff

- A. Employee - An employee, for the purposes of this Article, is a permanent or probationary employee of the classified bargaining unit.
- B. Layoff – A layoff is a reduction in force or a reduction of hours of classified employees.
- C. Classification – A specific job and/or job title.
- D. Class – The job family, such as Clerical or Maintenance
- E. Seniority – For the purposes of this Article seniority means date of hire in a class plus higher classes as regular employee.
- F. Effective Date of Layoff or Termination Date – Shall be the last actual working day.

Section 2. Notice of Layoff

- A. When, as a result of reduction or elimination of the service being performed by any department and where classified employees are subject to layoff for lack of work or funds, affected employees shall be notified by personally or certified mail sent to the most recent address provided to the District by the employee as per Education Code section 88017.
- B. The layoff notice shall contain:
 - 1. The reason for layoff and its effective date;
 - 2. The employee's displacement (bumping) rights (if any);
 - 3. The employee's reemployment rights;
 - 4. A statement of the employee's rights to representation by the Exclusive Representative;
 - 5. A copy of each layoff notice shall be sent to CSEA Chapter 180 President.

Section 3. Displacement of Bargaining Unit Work

- A. No employee of the classified service shall be laid off from any position while employees serving under emergency, provisional, or limited-term employment are retained in positions of the same classification. A classified employee may not be laid off if a short-term employee is retained to render a service that the classified employee is qualified to render.
- B. Upon return to work, all time during which an employee was in laid off status, that shall be counted for seniority purposes not to exceed thirty-nine (39) months, in addition to seniority earned prior to the effective date of layoff, except that during such time the employee will not accrue vacation, sick leave, holidays, or other leave benefits.

Section 4. Bumping Rights

- A. In the event of a layoff in any classification (specific job), the layoff will be in reverse order of seniority within the class (job family). The employee with the least seniority in the class (job family) will be the first laid off in the affected classification (specific job). In the event that a bargaining unit employee receiving a notice of layoff cannot exercise bumping rights within his/her classification (specific job), they may exercise their class (job family) seniority bumping rights, if qualified to serve in lower classifications within the class.
- B. Those employees laid off shall be eligible for rehiring in the classification from which they were reduced or eliminated for a thirty-nine (39) month period and shall be reemployed in the reverse order of layoff.
- C. Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to 24 months.

D. Bargaining unit employees who have suffered a reduction in hours or layoff shall receive priority consideration for any vacancy for which he/she qualifies and applies before consideration is given to any outside applicant.

E. “Qualified” means meeting the minimum requirements of a job description.

Section 5: Time Line to Exercise Bumping Rights

Once the notification of layoff is received, an employee who has displacement rights must notify the Vice President of Administrative Services of his/her intention to exercise bumping rights within (7) calendar days.

Section 6: Layoff in Lieu of Bumping

An employee who elects a layoff in lieu of bumping shall maintain his/her re-employment rights as defined under this Article.

Section 7. Seniority Roster

The District shall provide CSEA, Chapter 180, with an updated seniority roster annually by January 31 of each year, as well as 45 days before the effective date of any layoff(s).

Section 8. Applicable Provisions

All other provisions pertaining to layoff and reinstatement found in the California Education Code shall be applicable to any layoff or reinstatement.

Article 10

GRIEVANCE PROCEDURE

Section 1. Purpose

The purpose of this Article is to provide a procedure for the processing of grievances pertaining to a dispute, which is defined in Section 10.2.

Section 2. Definitions

- A. A "grievance" is a claim by a unit member or by CSEA of an alleged violation, misinterpretation, or misapplication of the express terms of this Agreement, which adversely affects a unit member or members. Other employer/employee relations matters are not within the scope of this procedure.
- B. A "day" means a day on which the District administrative office is open for business.
- C. "Supervisor" is the administrator having immediate jurisdiction over the matter, which gave rise to the grievance.
- D. A "grievant" is a unit member or CSEA who has asserted grievance.
- E. A "multiple grievance" is an identical grievance filed by more than two grievants at the same time, or by CSEA on behalf of multiple bargaining unit employees.
- F. A "party in interest" is any employee who might be required to take action, or against whom action might be taken in order to resolve a grievance.
- G. A "representative" for purposes of unit member representation, is a job steward, CSEA staff representative, or legal counsel approved by CSEA in writing, assisting the grievant or grievants in presenting and

processing a grievance.

Section 3. Level I - Informal Resolution

The unit member or CSEA representative shall meet with the immediate supervisor of the effected party in interest to discuss the potential grievance in an attempt to resolve it informally. The grievant has the right to a representative at the informal level. If the potential grievance is not resolved at this level, the unit member or CSEA may proceed to Level II.

Section 4. Level II - Formal Written Procedures

A unit member or CSEA representative must initiate a formal grievance by filing a completed grievance form with the immediate supervisor within 15 days of the event giving rise to the grievance, or within 15 days of when the unit member should reasonably have known of the event. Upon request, a grievance form shall be provided by the District. All written grievances presented at this level shall include the following information:

- A. A description of the specific grounds of the grievance, including names, dates and places necessary for a complete understanding of the grievance.
- B. A listing of the provisions of this Agreement, which are alleged to have been violated, misinterpreted or misapplied.
- C. A listing of specific actions requested of the District, which will remedy the grievance.
- D. If requested by either party, a conference will be held within 15 days after receipt of the written grievance. The grievant and the supervisor may each request the presence of a representative at any conference.
- E. The supervisor or his/her representative shall render a written decision to the grievant(s) within 15 days after the conference with the grievant

or if no conference is requested, within 15 days of receipt of the written grievance.

Section 5. Level III - Appeal to the Superintendent

- A. Should the proposed decision at Level II be deemed unsatisfactory, the grievant may, within 15 days after receiving the written response from the immediate supervisor, appeal the decision to the Superintendent by forwarding the original grievance form, the proposed decision at Level II and a written request of appeal to the Superintendent.
- B. The Superintendent, upon receiving the filed grievance, will investigate the situation and prepare a proposed decision within 15 days. The proposed decision shall be in writing and a copy will be sent to the grievant and the supervisor involved. The Superintendent may schedule a conference with the grievant and his/her representative. If such a conference is scheduled, a written decision shall be prepared within 15 days after the conference.

Section 6. Level IV - Mediation (Optional)

Prior to the submission of a grievance to Level V, either CSEA or the District may request that the parties utilize the services of the State Conciliation Service for mediation and recommendation regarding the outcome of the grievance. Such request shall be made within 15 days of receipt of the Superintendent's proposed decision. If a satisfactory resolution of the grievance is achieved by means of this mediation process, both parties to the grievance shall sign a written statement to that effect and shall waive any right to a further appeal of the grievance.

Section 7. Level V - Binding Arbitration

If the grievant or the District is unwilling to accept the recommended resolution submitted by the mediator under Level IV or the parties do not participate in mediation under Level IV, CSEA may forward a written request for binding arbitration to the State Conciliation Service, with a

copy to the Superintendent, within 15 days of the mediation session held pursuant to Level IV or within 15 days after receipt of the Superintendent's decision under Level III if the parties determine not to participate in Level IV procedures.

Section 8. Selection of Binding Arbitrator

The parties shall request the California State Conciliation Service to provide a list of five names of persons experienced in arbitration. Upon receipt of such list, each party shall alternately strike names until only one name remains. The remaining name shall be the binding arbitrator. The order of the striking shall be determined by lot.

Section 9. Expenses of Binding Arbitrator

The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and CSEA. All other expenses shall be borne by the party incurring them. With the exception of the cost of the preparation of the official transcript of the hearing, which shall be borne by the District as explained in Article 10.10(E) above, all other costs will be borne by the party incurring them.

Section 10. Conduct of Hearing

The arbitrator shall, as soon as possible, hear evidence and render a decision regarding the merits of the submitted grievance.

- A. The arbitration hearing shall occur within the geographic confines of the District unless another location is mutually agreed to by the parties and the arbitrator.
- B. Notification of the time and location of the hearing shall be provided by the arbitrator to the parties or to their representatives no less than 15 days prior to the scheduled hearing. Either party may object to the scheduled arbitration date in the event a conflict exists.

- C. Both parties shall notify the other party of witnesses to be presented at the arbitration hearing.
- D. No documentary evidence may be presented at the arbitration hearing, which has not been disclosed to the other party at least five days prior to the hearing.
- E. An official transcript of testimony and a record of exhibits shall be prepared at the hearing.

Section 11. Authority of Binding Arbitrator

- A. The arbitrator's decision shall be final and binding upon the parties hereto, and shall be in writing and shall set forth his/her findings of fact, his/her reasoning, conclusions, and remedy. The arbitrator's authority shall be limited to deciding the issues submitted by the parties, and the arbitrator shall have no power or authority to add to, subtract from, alter, delete, amend, or modify the terms of this Agreement or the written policies, rules, regulations, and procedures of the District. In the event the issue of arbitrability is raised, it shall first be submitted to the arbitrator, prior to a consideration, if any, of the merits.
- B. The arbitrator is without power or authority to make any award which requires the commission of an act prohibited by law or which is violative or contradictory to the express terms of this Agreement.
- C. The arbitrator shall render a written award which shall be served upon both parties via certified mail, return receipt requested. The award shall set forth the arbitrator's findings of fact, reasoning, and conclusions on the questions submitted for arbitration.

Section 12. General Provisions

- A. Any grievant who desires to have a grievance adjudicated under this procedure must pursue an Informal Resolution (Level I) within 15

days of the date he or she has knowledge of the act or omission giving rise to the grievance, or within 15 days of when the unit member could have reasonably known of the event. Any grievance not properly pursued within the time lines set forth herein shall be deemed to have been waived and may not be considered under any section of this Article.

- B. If a grievance arises from action or inaction above the level of an immediate supervisor, or impacts multiple employees in different departments, the grievant may (subject to the applicable time limits) submit the grievance in writing to the Superintendent immediately at Level III.
- C. Time guidelines set forth in this grievance procedure may be extended by mutual consent of the grievant and the District.
- D. The time limits contained herein are considered maximum time limits; however, time limits may be extended by mutual agreement. In the event the grievant fails to meet a time limit, such failure shall constitute a waiver of the grievance. If a decision is not given to the grievant within the time limits specified herein, an appeal may be taken to the next level.
- E. The failure of the grievant to respond to reasonable conference opportunities within the time lines specified herein shall terminate the grievance.
- F. By mutual consent of both parties steps in this procedure may be omitted.
- G. In the event the grievant is not CSEA, the District shall not agree to the resolution of any grievance with an individual employee(s) until CSEA has received a copy of the grievance and its proposed resolution and has been given the opportunity to file a response.
- H. A grievant may withdraw a grievance at any time.

- I. Affected unit members shall be granted reasonable periods of release time to investigate and process grievances.

- J. Action by a unit member to challenge or change the provisions of this Agreement or the policies of the District is not within the scope of the grievance procedure.

Article 11

DISCIPLINARY PROCEDURES

Section 1. General Provisions

- A. The provisions relating to disciplinary actions as set forth hereinafter shall apply only to permanent classified employees of the District, i.e., those employees who have satisfactorily completed a twelve (12) month probationary period.
- B. The continued employment of any employee is contingent upon acceptable performance of assigned duties and personal fitness.
- C. Any employee may be subject to discipline for just cause.
- D. "Discipline" shall include the following: suspension, reduction in pay, demotion or dismissal as defined below, except as otherwise provided hereinafter. Discipline shall not include layoffs for lack of work or lack of funds, or a reduction in pay which is part of a general plan to reduce salaries or to eliminate positions.
- E. "Suspension"-Temporary removal of an employee from his position with loss of pay as a disciplinary measure.
- F. "Demotion"-Reduction of an employee from a class or grade having a higher salary rate to a class or grade having a lower salary rate for disciplinary purposes.
- G. "Dismissal-Separation", discharge or permanent removal of an employee from his position, for cause, in accordance with the provisions of the Education Code and these rules.
- H. "Just cause" shall include but is not limited to the following:
 - 1. Incompetence or inefficiency in the performance of the duties of a

position.

2. Inability or failure to perform assigned duties due to the failure or refusal to meet job qualifications (including but not limited to failure to pass required tests or to meet District insurability requirements).
3. Insubordination (including but not limited to the failure or refusal to perform.)
4. Carelessness or negligence in the performance of duties or in the care or use of District property.
5. Discourteous, offensive or abusive conduct or language toward other employees, students, or the public.
6. Dishonesty (including but not limited to the handling of District funds or property, falsifying District records, or reporting time on and off the job).
7. Possession of and/or drinking alcoholic beverages on the job, or reporting to work under the influence of alcohol.
8. Possession of and/or use of a narcotic or restricted substance on the job, or reporting to work under the influence of a narcotic or restricted substance.
9. Conviction of any crime, involving moral turpitude.
10. Violation or abuse of absence or leave rules.
11. Prolonged or permanent physical disability which incapacitates the employee from the performance of assigned duties.
12. Abandonment of position (the absence of the employee without notice and/or just cause for three (3) consecutive working days).

13. Violation of the Education Code, rules and regulations of the District, or safety rules made applicable to the District.
 14. Falsifying any information supplied to the District (including but not limited to information on application forms, employment records or other District records).
 15. Willful conduct unbecoming an employee of the District, indicative of an unfitness to perform.
 16. Conduct of personal business for personal gain while on work assignments.
 17. Refusal to take and subscribe any oath or affirmation which is required by law in connection with employment by the District.
- I. In all cases involving disciplinary action, the person proposing such action shall file a written recommendation with the Secretary of the Board of Trustees.
 - J. No disciplinary action shall be taken against any permanent employee for any cause which arose prior to the employee's becoming permanent, or for any cause which arose more than two (2) years preceding the date of the filing of the notice of disciplinary action unless such cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.
 - K. Actions in connection with disciplinary matters shall not be subject to grievance procedures which are set forth in Article 10 (Grievance Procedure).
 - L. Unit members shall be entitled to representation during interviews with management which the unit member reasonably believes may lead to suspension without pay, demotion or a dismissal.

Section 2. Disciplinary Procedure

This section shall be applicable to demotion, reduction in pay, suspension without pay and dismissal.

Section 3. Pre-disciplinary Procedures

Any employee proposed to be disciplined shall receive written notification of intended disciplinary action. Notification shall be deemed sufficient when it is delivered in person to the employee or when it is deposited in the U.S. Certified Mail, postage prepaid, and addressed to the last known address of the employee. The notice of intended disciplinary action shall be issued by the Superintendent/President or his designees.

A. The pre-disciplinary notice shall contain the following:

1. A statement of the proposed disciplinary action.
2. A statement of the reasons for such action.
3. A copy of the charges and materials upon which the action is based.
4. A statement that the employee has the right to respond, either orally or in writing to the Superintendent/President or his designee who is authorized to investigate and determine the facts of the matter and to make recommendations preliminary to a decision by the Board.

B. The employee shall be given at least five (5) calendar days notice of the time and place of the meeting at which the Superintendent/President will consider the employee's response to the proposed disciplinary action.

C. The employee shall be afforded the opportunity to present any evidence or information relevant to the charges and the proposed

disciplinary action. The employee shall be entitled to be represented by counsel or any other person chosen by the employee.

- D. When, in the opinion of the Superintendent/President it is necessary to immediately remove the employee due to potential harm to the public, district property, or other employees, the employee may be placed on paid administrative leave. In such cases, written notice shall be served on the employee, and shall contain a statement of the reasons therefore. The notice shall be served as soon as possible thereafter in view of the circumstances.

Furthermore, the Superintendent/ President of the college, or in his/her absence, the person designated to act as chief administrative officer, may, after serving a notice of proposed disciplinary action to the employee and affording the employee an opportunity to present any information or evidence relevant to the charges, take action to suspend with or without pay any such classified employee pending disciplinary hearing before a binding arbitrator or the Board of Trustees.

Section 4. Notice of Discipline and Right to Evidentiary Hearing

A permanent classified employee may be considered for suspension, demotion, or dismissal, by the Board on the recommendation of the Superintendent/President initiated by the Superintendent/President's filing with the Board and serving upon the effected employee a notice of disciplinary action.

- A. The Notice of Disciplinary action and Right to Evidentiary Hearing shall contain the following:
1. A clear and concise statement of the specific acts and/or omissions upon which the action is based.
 2. A statement of the cause for the action.
 3. If it is claimed that the employee has violated a rule or regulation

of the District, a statement of the rule or regulation.

4. A statement of the action taken.
 5. A statement that the employee has a right to a hearing on the charges.
 6. A card or paper, signing and filing of which shall constitute a demand for an evidentiary hearing. The employee shall have the right to file notice of defense setting forth any matters which he/she desires or feels appropriate.
- B. If the employee desires a hearing on the disciplinary action, the written request must be filed with the Secretary of the Board of Trustees within ten (10) working days after service of the written notification to the employee. Failure of the employee to file a timely request shall constitute a waiver of the right to a hearing.
- C. If the employee fails to file a timely request for a hearing, the decision of the Board of Trustees shall be final and conclusive.
- D. If the employee files a timely request for a hearing, the Board of Trustees shall conduct a full evidentiary hearing at a designated time and place within a reasonable time after receipt of the request from the employee. The Board may appoint a competent hearing officer of its choosing and at its own expense to hear the matter and recommend a decision to the Board as hereinafter provided. The employee shall be given at least ten (10) calendar days notice of the time and place of the hearing unless such notice is expressly waived in writing by the employee.
- E. The hearing shall be conducted in the manner most conducive to determination of the truth, and the Board of Trustees and the hearing officer shall not be bound by technical rules of evidence. Decisions made shall not be invalidated by a non-prejudicial error in the procedure. The Board or the hearing officer shall determine the

relevancy, weight and credibility of testimony and evidence, and shall base findings on the preponderance of evidence.

- F. Each side shall be permitted an opening statement and closing argument. The witnesses and evidence to sustain the charges, and employee may then present witnesses and evidence in rebuttal. Each side will be allowed to examine and cross-examine witnesses.
- G. The Board of Trustees or the hearing officer may, prior to or during a hearing, grant a continuance for any reasons believed to be important to the reaching of a fair and proper decision.
- H. The Hearing Officer's decision shall be advisory and in writing and shall set forth his/her findings of fact, his/her reasoning, and conclusions. The Hearing Officer's authority shall be limited to deciding the issues submitted by the parties; the Hearing Officer shall have no power or authority to add to, subtract from, alter, delete, amend, or modify the terms of this agreement or the written policies, rules, regulations, and procedures of the District.
- I. If the Board of Trustees has conducted the hearing it shall prepare or cause to be prepared written findings setting forth the charges, if any, which are sustained, the reasons therefore, and the disciplinary action, if any, invoked. If a hearing officer has conducted the hearing proposed findings shall be submitted to the Board. Such written findings shall be prepared and served upon the employee within thirty (30) days after the matter has been considered by the Board in closed session. The Board may sustain, reject or modify the proposed disciplinary action. If deemed necessary the Board may refer the matter back to the hearing officer for additional findings and recommendations or review the record and make its own findings. The decision of the Board shall be final and conclusive.
- J. If the Board of Trustees sustains the employee, the Board may order all or part of the employee's full compensation from the disciplinary action be paid, and shall order the employee's reinstatement.

- K. The employee, or a designated representative, may obtain a copy of the transcript of the hearing upon request, and shall pay for the cost thereof.

Section 5. Binding Arbitration

As an alternative to the procedure set forth in Section 4 above, CSEA may request to submit the appeal to binding arbitration. CSEA must submit such a request in writing to the Superintendent/President within ten (10) working days after the employee is served with the Notice of Discipline as explained in Section 4 above.

- A. The Binding Arbitrator shall be selected by the mutual consent of the District and the Association. If the parties are unable to mutually agree upon the selection of an arbitrator, the District shall contact the California State Mediation and Conciliation Service to request a panel of seven individuals preferably with experience in public school district discipline. Within ten (10) working days of receiving the list, the employee or his/her designated representative shall either meet with or telephone the District's representative to select an arbitrator. The parties shall alternatively delete from the list until one (1) name remains, and the last name remaining shall be selected as the arbitrator. The District representative shall promptly notify CSMCS of the parties' selection.
- B. The Binding Arbitrator shall conduct the hearing in accordance with Section 4 above, and the Binding Arbitrator's authority is subject to the same limitations as provided for in Section 4(H) above, except that the arbitrator's written decision shall be final and binding.
- C. The fees and expenses of the Binding Arbitrator shall be paid one-half by the District and one-half by the Association.

Section 6. Effect of Dismissal

- A. Dismissal of any employee from the classified service shall:
1. Constitute dismissal of the same date from any and all positions which the employee may hold in the classified service.
 2. Result in automatic removal of the employee's name from any and all employment lists on which it may appear.
 3. Terminate the salary of the employee as of the effective date of dismissal, except that the employee shall be compensated for any unpaid salary, unused and accumulated vacation accrual and unused compensatory time off to the employee's credit as of the date of dismissal.

Article 12

GENERAL PROVISIONS

Section 1. Discrimination

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, religious beliefs, or because of race, national origin, marital status, age, sex, or physical handicap. An employee who feels that he/she has been discriminated against shall exhaust all redress through the grievance procedure provided herein before filing such charges with any other governmental agency having jurisdiction.

Section 2. Consultation

A. Right of Consultation

The provisions of Government Code Chapter 10.7, notwithstanding, the District will consider requests by the CSEA for privileges of consultation on matters outside the scope of bargaining. Such requests shall be in writing and shall specify the topics to be considered. CSEA acknowledges the right of the District to request consultation on any matter outside the scope of bargaining.

B. Procedure

Following approval of a CSEA request for consultation or a District request for consultation, a meeting will be scheduled at a mutually convenient time. The College President will serve as Chairman, and minutes will be kept and distributed to those present within three days following the meeting. The nature of such consultation discussions will be brought to the Board of Trustees for its consideration.

Section 3. Concerted Activities

It is agreed and understood that there will be no strike, work stoppage, slow-down, picketing, or refusal to fully and faithfully perform job functions and responsibilities, or other interference with the operation of the District by the Association or its officers, agents, or members during the terms of this Agreement. The Association recognizes the duty and obligations of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination by the District.

Section 4. Representation on Standing Committees

Classified representation on all standing committees shall remain the same with written guidelines provided to each member defining the responsibilities and goals.

Section 5. Terms and Conditions

The District shall not make any changes regarding the terms and conditions of employment which are specifically stated in the contract, without notification of negotiations with CSEA as provided by applicable law.

Section 6. Terms of Reopeners

Except during reopener negotiations, during the negotiations process proposals regarding new subjects of bargaining may be exchanged on any article, section, or new subjects, provided the parties proceed under Section 3547(d) of the Government Code.

Section 7. Attestation

A. This Agreement constitutes the full and complete Agreement between

the District and CSEA. The provisions herein specified relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

- B. If during the life of this Agreement there exists any applicable law or any applicable rule, regulation or order issued by the State of California or by the Federal Government which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such 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 force. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect. 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 purpose of arriving at a mutually satisfactory replacement for such article or section.

Article 13

IMPLEMENTATION & DURATION OF AGREEMENT

Section 1. Agreement

This agreement, entered into between the Board of Trustees Palo Verde Community College District, herein referred to as the “District,” and the Palo Verde College Chapter of the California School Employees Association, herein referred to as “CSEA,” is made pursuant to Chapter 10.7, Section 3540-3549 of the Government Code as filed with the Secretary of State on 9/21/81, to provide terms and conditions of employment of the members of the bargaining unit during the term of this agreement.

Section 2. Recognition

The District recognizes the CSEA as the exclusive bargaining agent for all full and part-time classified employees of the District, including those in categorically funded programs of indeterminate duration, and excluding those employees who are designated by the Board as Confidential, Management or Supervisory. CSEA acknowledges its obligation to represent all members of the bargaining unit, including any individual or individuals in the CSEA classified bargaining unit who are service fee payers or conscientious religious objectors. The District shall continue its recognition of CSEA as exclusive bargaining agent until CSEA is decertified in accordance with Article 5 of Chapter 10.7 of the Government Code.

Section 3. Interim Negotiations

Interim negotiations on single items within the scope of bargaining may be conducted upon the mutual consent of the CSEA and the District. Such interim negotiations shall proceed without undue delay.

Section 4. Term of Agreement

This collective bargaining agreement between the parties is effective from July 1, 2012 through June 30, 2015.

Section 5. Openers

The parties agree that there will be two reopeners during the term of this agreement limited, however, to negotiations over salaries and health and welfare benefits and one article each in the 2013-14 and 2014-15 fiscal years.

The September 14, 2012 Version of this 2012-2015 Collective Bargaining Agreement was ratified by the California School Employees Association Chapter 180 membership on Tuesday, June 26, 2012 and by the Palo Verde Community College District Board of Trustees on June 26, 2012 respectively, and is effective July 1, 2012.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers thereof effective on the day and year set forth herein.

BOARD OF TRUSTEES PALO VERDE
COMMUNITY COLLEGE DISTRICT

CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION, CHAPTER 180

Ed Gonzales, President
Palo Verde Community College
Board of Trustees

Rich Soto, President
CSEA Chapter 180

Denise Whittakker, Superintendent/President
Palo Verde Community College

Suzanne Woods, Vice President
CSEA Chapter 180

APPENDIX A: CLASSIFICATION SCHEDULE AND SALARY PLACEMENT FOR EMPLOYEES

CLASS	POSITION TITLE
Classified Salary Schedule - Non CDC	
1	Custodian (full and part time)
3	Administrative Services Clerk
3	Distance Education Clerk
3	Instructional Aide
3	Library/Media Clerk
3	Maintenance/Groundskeeper I
3	Micro-Computer Repair
3	Scheduling/Customer Services Clerk
3	Spring Street Campus Clerk
3	EOPS Book Clerk (PENDING APPROVAL)
4	Adult Basic Education Community Outreach Representative
4	Bookstore Assistant
4	Maintenance/Groundskeeper II
4	Secretary, Adult Basic Education
4	Secretary, DSP&S
4	Secretary, EOPS/CARE
4	Secretary, Financial Aid
4	Secretary, Instructional Services
4	Secretary, Matriculation
4	Secretary, Nursing/Faculty
4	Secretary, Outreach
4	Secretary, SBEDC
4	Secretary, Title V ACE Project
5	Admission and Records Technician I
5	EOPS Program Asst/CARE Coordinator
5	Financial Aid Technician I
5	Help Desk Technician I
5	Library Technician

7	Executive Secretary, Superintendent/President
7	Ex. Secretary - Vice Presidents (Administrative Services, Instructional Services, Needles, Student Services)
8	Administrative Services Technician
8	Admissions and Records Technician II
8	Financial Aid Technician II
8	High Tech Center/Alternate Media Specialist
8	Network Technician
8	Payroll Technician
8	Student Activities/CalWORKS Coordinator
10	Assistant Coordinator for Special Programs, Needles Center
10	Assistant to Financial Aid Officer/Outreach Coordinator
13	Admissions & Records Specialist
13	Web Service/Network Specialist
	<u>Certificated Salary</u> <u>Schedule - CDC</u>
Teacher	Teacher (Salary placement dependent upon education and experience)
	<u>Classified Salary</u> <u>Schedule - CDC</u>
1	Instructional Aide
1	Instructional Aide or Cook Sub
2	Cook
2	Receptionist

APPENDIX B: SALARY SCHEDULES

FULL-TIME CLASSIFIED EMPLOYEES

DISTRICT 05 - PALO VERDE COMMUNITY COLLEGE

Schedule ID: **201** / Position Type: 2 / Effective Date: **The District and CSEA have agreed to a separate MOU*

Effective July 1, 2013*

regarding salaries for the 2012-2013 fiscal year only.

Row	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
1	2,224	2,335	2,452	2,575	2,703	2,839	2,980	3,130
2	2,335	2,452	2,575	2,703	2,839	2,980	3,130	3,286
3	2,452	2,575	2,703	2,839	2,980	3,130	3,286	3,450
4	2,575	2,703	2,839	2,980	3,130	3,286	3,450	3,623
5	2,703	2,839	2,980	3,130	3,286	3,450	3,623	3,804
6	2,839	2,980	3,130	3,286	3,450	3,623	3,804	3,994
7	2,980	3,130	3,286	3,450	3,623	3,804	3,994	4,194
8	3,130	3,286	3,450	3,623	3,804	3,994	4,194	4,404
9	3,286	3,450	3,623	3,804	3,994	4,194	4,404	4,624
10	3,450	3,623	3,804	3,994	4,194	4,404	4,624	4,855
11	3,623	3,804	3,994	4,194	4,404	4,624	4,855	5,098
12	3,804	3,994	4,194	4,404	4,624	4,855	5,098	5,353
13	3,994	4,194	4,404	4,624	4,855	5,098	5,353	5,620
14	4,194	4,404	4,624	4,855	5,098	5,353	5,620	5,901
15	4,404	4,624	4,855	5,098	5,353	5,620	5,901	6,196

APPENDIX B: SALARY SCHEDULES (CONTINUED)

PART-TIME CLASSIFIED HOURLY

DISTRICT 05 - PALO VERDE COMMUNITY COLLEGE

Schedule ID: **207** / Position Type: 2 / Effective Date: **The District and CSEA have agreed to a separate MOU Effective July 1, 2013* regarding salaries for the 2012-2013 fiscal year only.*

Row	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
1	12.64	13.27	13.93	14.63	15.36	16.13	16.93	17.78
2	13.27	13.93	14.63	15.36	16.13	16.93	17.78	18.67
3	13.93	14.63	15.36	16.13	16.93	17.78	18.67	19.6
4	14.63	15.36	16.13	16.93	17.78	18.67	19.6	20.59
5	15.36	16.13	16.93	17.78	18.67	19.6	20.59	21.61
6	16.13	16.93	17.78	18.67	19.6	20.59	21.61	22.69
7	16.93	17.78	18.67	19.6	20.59	21.61	22.69	23.83
8	17.78	18.67	19.6	20.59	21.61	22.69	23.83	25.02
9	18.67	19.6	20.59	21.61	22.69	23.83	25.02	26.27
10	19.6	20.59	21.61	22.69	23.83	25.02	26.27	27.59
11	20.59	21.61	22.69	23.83	25.02	26.27	27.59	28.97
12	21.61	22.69	23.83	25.02	26.27	27.59	28.97	30.41
13	22.69	23.83	25.02	26.27	27.59	28.97	30.41	31.93
14	23.83	25.02	26.27	27.59	28.97	30.41	31.93	33.53
15	25.02	26.27	27.59	28.97	30.41	31.93	33.53	35.2

APPENDIX B: SALARY SCHEDULES (CONTINUED)

CDC FULL-TIME INSTRUCTIONAL AIDES
DISTRICT 05 - PALO VERDE COMMUNITY COLLEGE

Schedule ID: 302 / Position Type: 2 / Effective Date:

July 1, 2012

Row	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
1	1,471.00	1,539.00	1,609.00	1,684.00	1,767.00	1,799.00	1,831.00	1,863.00
2	1,684.00	1,767.00	1,846.00	1,933.00	2,024.00	2,059.00	2,102.00	2,143.00

APPENDIX B: SALARY SCHEDULES (CONTINUED)

CDC PART-TIME HOURLY

DISTRICT 05 - PALO VERDE COMMUNITY COLLEGE

Schedule ID: 303 / Position Type: 2 / Effective Date:

July 1, 2012

Row	RANGE 1	RANGE 2	RANGE 3	RANGE 4	RANGE 5	RANGE 6	RANGE 7	RANGE 8
1	8.02	8.39	8.80	9.21	9.63	9.80	9.98	10.17
2	9.21	9.63	10.08	10.57	11.06	11.26	11.44	11.70

APPENDIX B: SALARY SCHEDULES (CONTINUED)

CDC FULL-TIME TEACHERS

DISTRICT 05 - PALO VERDE COMMUNITY COLLEGE

Schedule ID: 300 / Position Type: 2 / Effective Date:

July 1, 2012

Row	Column 1 12 UNITS	Column 2 24 UNITS	Column 3 36 UNITS	Column 4 45 UNITS	Column 5 60 UNITS
1	1,958.00	2,034.00	2,107.00	2,183.00	2,258.00
2	2,034.00	2,107.00	2,183.00	2,258.00	2,330.00
3	2,107.00	2,183.00	2,258.00	2,330.00	2,405.00
4	2,183.00	2,258.00	2,330.00	2,405.00	2,477.00
5	2,258.00	2,330.00	2,405.00	2,477.00	2,554.00
6	2,330.00	2,405.00	2,477.00	2,554.00	2,628.00
7	2,405.00	2,477.00	2,554.00	2,628.00	2,708.00
8	2,477.00	2,554.00	2,628.00	2,708.00	2,788.00
9	2,554.00	2,628.00	2,708.00	2,788.00	2,872.00
10	2,628.00	2,708.00	2,788.00	2,872.00	2,957.00

APPENDIX C: 2012-2013 HEALTH AND WELFARE BENEFIT PACKAGE

The following rates and plans are effective as of July 1, 2012:

Medical:

Anthem Blue Cross PPO Plan 1:

Super Composite (blended) Rate:	\$1,468.03 per month/ \$17,616.36 annual	
PPO Providers Deductible:	\$250 Single/\$500 Family	Coverage at 90%
PPO Non-Providers Deductibles:	\$500 Single/\$1,000 Family	Coverage at 70%
Rx:	\$5 Generic/\$25 Name Brand	30 Day Supply
Rx Mail Order:	\$10 Generic/\$50 Name Brand	90 Day Supply

Anthem Blue HSA Plan 1:

Super Composite (blended) Rate:	\$948.57 p/mo./ \$11,382.84 ann. (+ HSA contribution)	
PPO Providers Deductible:	\$1,200 Single/\$2,400 Family	Coverage at 90% (after deductible is met)
PPO Non-Providers Deductibles:	\$500 Single/\$1,000 Family	Coverage at 70% (after deductible is met)
Rx:	\$10 Generic/\$30 Name Brand	30 Day Supply (after deductible is met)
Rx Mail Order:	\$20 Generic/\$60 Name Brand	90 Day Supply (after deductible is met)

Delta Dental:	\$120.89 per month/ \$1,450.68 annual
MetLife Dental:	\$101.62 per month/ \$1,219.44 annual
Vision Service Plan (VSP):	\$27.49 per month/ \$329.88 annual
Medical Eye Service (MES):	\$18.80 per month/ \$225.60 annual
Life Insurance:	\$11.90 per month/ \$142.80 annual

Health & Welfare Costs and Contributions for a Full-Time Classified Employee:

Anthem Blue Cross PPO Plan 1 Premium Costs, including Delta Dental, VSP, and Life:
Monthly (Twelfthly) - \$1,628.31 Yearly - \$19,539.72

Anthem Blue Cross HSA Plan 1 Premium Costs (including District HSA Contributions), including Delta Dental, VSP, and Life:

SINGLE: Monthly (Twelfthly) - \$1,208.85 Yearly - \$14,506.20

FAMILY: Monthly (Twelfthly) - \$1,308.85 Yearly - \$15,706.20

2012-13 District Contribution (“Cap”) for a Full-Time Classified Employee:

Monthly (Twelfthly) - \$1,462.71 Yearly - \$17,525.52

2012-13 Employee Contribution towards health insurance (“payroll deduction”) for a Full-Time Classified Employee w/PPO Plan #1 (whether coming out of the Benefits Fund or not, the employee’s contribution towards his/her H&W):

Monthly (Twelfthly) - \$165.60 Yearly - \$1,987.20

2012-13 Employee Contribution towards health insurance for (Single or Family) Full-Time Classified Employee choosing HSA Plan #1 is:

Monthly (Twelfthly) - \$0 Yearly - \$0

APPENDIX D: 2012-2015 VOLUNTARY INCENTIVE MOU

[ATTACH MOU HERE]

APPENDIX E: 2012-2013 SALARIES AND HOLIDAYS MOU

[ATTACH MOU HERE]