



**California School
Employees Association**

CSEA

The Best Union for Classified Employees

Solano Community College Classified Staff, Chapter #211 2017-2020 CONTRACT

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Executive Board 2017-2019

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- Retirement Rep – Maureen Bates x-4903
- Webmaster – Vacant
- Parliamentarian –Vacant

CSEA Labor Relations Representative

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ARTICLE 1

RECOGNITION

- 1.1 **Recognition:** The Solano Community College District Governing Board, hereinafter called the "District" recognizes the California School Employees Association and its Chapter 211, hereinafter called the "Association" as the exclusive bargaining representative for all classified employee positions identified in the current CSEA salary schedule and any other position approved during the terms of this contract. (See Appendix C)
- 1.2 **Scope of Representation:** The scope of representation shall be limited to matters relating to wages, hours of employment, and other terms and conditions of employment. Nothing herein may be construed to limit the right of the District to consult with CSEA on any matter outside the scope of representation. If the scope of negotiations under the Rodda Act is broadened by State statute, or a PERB ruling, negotiations may be reopened thirty (30) days after such amendment or ruling solely on matters hitherto not subject to negotiations.
- 1.3 **Exclusions:** Management, confidential, supervisory, substitute, short-term, apprentice, professional expert, student employees and members of Local 39.

ARTICLE 2

DISCRIMINATION

- 2.1** Neither the District nor CSEA shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of rights, organizational leadership, or active membership in CSEA.

- 2.2** No employee in the bargaining unit shall be appointed, reduced, removed or in any way favored or discriminated against because of his/her political opinions or affiliations, or because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person and any other as mandated by state and federal laws.

ARTICLE 3

CHECK OFF AND ORGANIZATIONAL SECURITY

- 3.1 Check off:** CSEA shall have the sole and exclusive right to have membership dues, initiation, and service fees deducted for employees in the bargaining unit by the District. The District shall, upon appropriate written authorization from any employee, deduct and make appropriate remittance for insurance premiums, credit union payments, savings bonds, charitable donations, or other plans or programs jointly approved by CSEA and the District. The District shall pay to the designated payee within a reasonable period of time the deduction of all sums.
- 3.2 Dues Deduction:**
- 3.2.1 The District shall deduct in accordance with the CSEA dues and service fee schedule, attached hereto and marked Appendix A, dues from the wages of all employees who are members of CSEA on the date of the execution of this Agreement, and who have submitted dues authorization forms to the District.
- 3.2.2 The District shall deduct the initiation fee and dues in accordance with the dues and service fee schedule, attached hereto and marked Appendix A, from the wages of all employees who, after the date of execution of this Agreement, become members of CSEA and submit to the District a dues authorization form.
- 3.2.3 The District shall immediately notify the CSEA Job Representative if any member revokes a dues authorization.
- 3.3 Service Fee:**
- 3.3.1 CSEA and the District agree that each employee in the bargaining unit should contribute equally toward the cost of administration of this Agreement by CSEA and for the representation of employees in the bargaining unit by CSEA.
- 3.3.2 Employees in the bargaining unit who are not members of CSEA on the effective date of this Agreement and employees who hereafter come into the bargaining unit shall either within thirty (30) days of the date of this Agreement or their employment apply for membership and execute an authorization for dues deduction on a form provided by CSEA or in the alternative, the District shall deduct from the salaries of such employees, service fees as set forth in the CSEA service fee schedule, attached hereto and

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

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

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

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

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

ARTICLE 4

PERSONNEL FILES

4.1 Personnel Files:

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

ARTICLE 5
EVALUATION

- 5.1 All Regular employees shall be evaluated once every two years by their supervisor.
- 5.2 The probationary period for a classified employee shall be nine (9) calendar months. The probationary period may be nine (9) months in accordance with the following:
 - 5.2.1 Each probationary employee shall be evaluated at least once every three (3) months prior to earning regular status.
 - 5.2.2 Initially, the probationary period is nine (9) months of paid service in the position hired as a probationary employee.
 - 5.2.3 An extension of three (3) months may be necessary due to marginal, unsatisfactory performance or for other extenuating circumstances. This extension may be granted by mutual agreement with manager, Human Resources, and CSEA. The manager shall prepare another evaluation prior to the end of the three-month extension.
- 5.3 Each evaluation shall include a personal interview between the employee and the evaluator. The employee shall have the right to respond to any statement on the evaluation form. Any negative evaluation shall include specific recommendations for improvements.
 - 5.3.1 The employee and evaluator shall sign the evaluation form prior to inclusion into the personnel file.
 - a. Each employee shall be given a copy of his/her evaluation.
 - b. All evaluations are to be kept confidential.
- 5.4 If the employee disagrees or believes that the evaluation contains or is based upon false or misleading information, the employee may request that the next higher level manager conduct an inquiry within ten (10) days of receipt of evaluation. If it is determined that one or more processes has been violated the evaluation shall be void and revised accordingly.
- 5.5 Evaluations shall be executed only upon the District's Classified Employees Performance Evaluation Form, which will be mutually agreed upon by the

District and CSEA.

- 5.6 A Regular employee who is promoted to a higher classification shall be on conditional status in the classification for a period of six months (6). Such employee shall be evaluated at the third (3rd) month.
- 5.7 Article 5 is expressly excluded from the provisions of Article XXXIII: Grievance Procedure, with the exception of Article 5.4 timeframe.

ARTICLE 6

ASSOCIATION RIGHTS

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

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

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

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

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

ARTICLE 7

SITE REPRESENTATIVES

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

ARTICLE 8

HOURS AND OVERTIME

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

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

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

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

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

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

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

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

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

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

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

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

Vacation, Sick Leave: Employees taking a vacation or sick day will use the number of hours of vacation or sick leave that equals their scheduled hours for that day (e.g., summer nine (9) or ten (10) hours on a scheduled nine (9)-hour day, four (4) hours on a scheduled four (4)-hour day).

Holidays: Full-time employees (those whose normal workweek is 40 hours) will receive eight (8) hours of holiday credit if they are scheduled to be off on a holiday. Part-time employees (those whose normal workweek is less than 40 hours) will receive their prorata share of holiday credit if they are scheduled to be off on a holiday. Holiday credit does not count toward overtime as it is not time worked. If the employee is normally scheduled to work more than eight (8) hours on a day that is a holiday, the employee must either make up the difference in hours scheduled to be worked and actual hours of holiday credit through use of vacation or compensatory time

off, or make up the additional time in the same week that the holiday occurs. Employees must complete a holiday credit form, obtain supervisor approval and submit it to the Human Resources Department for record keeping. Holiday credit is non-accumulative, must be taken prior to the end of the current fiscal year, used as a whole day (not to be treated as a day is a day). Employees making up time due to occurrence of a holiday shall also not earn overtime for time spent making up the difference in holiday credit and scheduled hours of work and the department manager will be responsible for supervising all points of the schedule.

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

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

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

8.4.1 The incumbent when it is a single position.

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

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

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

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

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

- 8.5 Lunch Periods:** All employees covered by this Agreement shall be entitled to an uninterrupted lunch period. Such lunch period shall be for a period no longer than one (1) hour nor less than one-half (1/2) hour and shall be scheduled for full-time employees at or about the midpoint of each work shift. The scheduling of the lunch period shall be made by the immediate supervisor.
- 8.6 Rest Periods:** The District shall provide one paid fifteen (15) minute rest period for each four hours of work. The scheduling of the rest period shall be made by the immediate supervisor in accordance with District needs. Employees are considered to be under the direction of the District during rest periods.
- 8.7 Rest Facilities:** The District shall make a reasonable effort to make available, within budgetary constraints, at each work site adequate lunchroom, restroom, and lavatory facilities for classified employees' use.
- 8.8 Voting Time Off:** If an employee's work schedule is such that it does not allow sufficient time to vote in any federal, state, or local election in which the employee is entitled to vote, the District shall arrange to allow sufficient time for such voting by the employee without loss of pay.
- 8.9 Overtime:** Overtime is defined to include any time worked in excess of eight (8) hours in any one day or in excess of forty (40) hours in any calendar week.
- 8.9.1 Overtime compensation shall be as follows:
- a. One and one-half (1-1/2) times the regular rate of pay for hours worked in excess eight (8) hours per day.
 - b. One and one-half (1-1/2) times the regular rate of pay for hours worked on the sixth consecutive day of work.
 - c. Two and one-half (2-1/2) times the regular rate of pay for hours worked on a holiday or the 7th consecutive day.
- 8.10 Shift Differential:** An employee who receives a shift differential premium on the basis of his/her shift shall suffer no reduction in pay, including differential, when assigned temporarily to a day shift.
- 8.10.1 Employees who begin their work day or shift after 1 p.m. or before 6 a.m. with management approval shall receive differential compensation at one range higher.

8.11 Compensatory Time Off:

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

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

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

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

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

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

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

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

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

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

8.17.1 When necessary to assign bargaining unit employees not regularly so assigned to serve during a summer session, the assignment shall be made in order of bargaining unit seniority, but no employee shall be required to accept such assignment. If the employee with the greatest bargaining unit seniority refuses the assignment, it shall be offered to other employees within the appropriate classification in descending order of bargaining unit seniority until the position is filled.

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

8.17.3 All hours assigned to an employee for a summer session assignment shall be considered "hours in paid status" for the purposes of this Agreement.

ARTICLE 9

PAY AND ALLOWANCES

9.1 Distribution of Job Information: Upon initial employment and each change in classification, each affected employee in the bargaining unit shall receive a copy of the applicable job description, a specification of the monthly or hourly rates applicable to his or her position, a statement of the employee's regular work site, regularly assigned work shift, the hours per day, days per week, and months per year.

9.2 Regular Rate of Pay: The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in the current adopted salary schedule. The regular rate of pay shall include any shift differential and/or longevity increment required to be paid under this Agreement. The salary schedule is attached as Appendix B.

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

9.3 Payroll Errors: Any payroll error resulting in insufficient payment for an employee in the bargaining unit shall be corrected, and a supplemental written check issued, five (5) working days after the employee provides notice to the payroll department.

9.4 Overpayments: If monies are paid to an employee in excess of the appropriate amount due to employee, the employee is liable and responsible for repayment of the monies owed to the District. If the employee discovers the overpayment, the employee shall bring the overpayment to the attention of the District Payroll Office as soon as it is discovered by the employee. Employee will make payment arrangements with District to ensure return of excess monies.

9.5 Special Payments: Any payroll adjustment due an employee in the

bargaining unit as a result of working out of class, recomputation of hours, or other reasons other than procedural errors shall be made and a supplemental check issued not later than five (5) working days following notice to the payroll department.

- 9.6 Lost Checks:** Any paycheck for an employee in the bargaining unit which is lost after receipt or which is not delivered within five (5) days of mailing if mailed, shall be replaced not later than five (5) working days following the employee's written demand of the payroll department for replacement of the check.
- 9.7 Pay Increases:** The District shall make a lump sum payment in a separate check of an agreed upon retroactive wage increase resulting from this Agreement or any amendments thereto within sixty (60) days of the agreement between the District and CSEA.
- 9.8 Step Increases:** Employees hired between July 1 and December 31 will be granted step increases on the following July 1 and each subsequent July 1 until the last step is attained in the appropriate class. Employees hired between January 1 and June 30 will be granted step increases on July 1 of the following fiscal year and on each subsequent July 1 thereafter until the last step is attained in the appropriate class (18-month maximum waiting period).
- 9.9 Longevity:** A longevity service increment program is to be non-cumulative and implemented as follows effective July 1, 1986:
- 2-1/2% above base pay after 6 years of service
 - 5% above base pay after 8 years of service
 - 7-1/2% above base pay after 11 years of service
 - 10% above base pay after 15 years of service
 - 10% above base pay plus \$5,000 at the beginning of the 30th year of service (effective 7/1/03)
- 9.9.1** Employees hired prior to January 1, 1977 shall be granted longevity increases on July 1. If the employee's hire date is between July 1 and September 30, longevity increases shall be earned on the preceding July 1. If the employee's hire date is on October 1 or thereafter, step increases shall be earned on the succeeding July 1.
- 9.9.2** Members of the bargaining unit employed effective January 2, 1977, shall receive their longevity increment on the first day of the month they are hired.
- 9.9.3** Employees who are paid hourly for a specific number of workdays

each year shall receive their longevity increase on the first day of the month they are hired.

9.10 Docked Paycheck: Before the paycheck of an employee is docked for any reason, such employee shall be notified within a reasonable period (not less than 2 weeks) prior to such action. An exception to the time limitation of this section would be waived in cases of an employee leaving the District.

9.11 Sick Leave Pay-Off Option: Upon termination, a regular employee with ten (10) years of service may elect to receive a cash settlement of up to fifty percent (50%) of his/her accumulated regular illness leave entitlement. Such settlement shall be paid at the employee's current hourly rate of pay and shall not exceed a maximum of 100 hours of pay. After the cash settlement, any balance of unused sick leave hours will be converted to retirement credit if the employee is filing a request for retirement. Conversion credit allowed pursuant to PERS regulation and Government Code 20963.

Grandfather clause: Members who retire prior to December 31, 2017 may continue to have the pay-off option with five (5) years of service. The payout option will be a cash settlement of up to 50% of his/her accumulated regular illness leave entitlement and shall not exceed a maximum of 250 hours of pay. The irrevocable retirement paperwork must be submitted to Human Resources no later than August 1, 2017.

9.11.1 Sick Leave – Retirement Only Option: Any employee may convert unused sick leave to retirement credit if the employee is filing a request for retirement. Conversion credit allowed pursuant to PERS regulation and Government Code 20963.

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

9.13 Working Out of Classification: An employee required by the immediate supervisor to perform duties of a higher job classification for a period longer than five (5) working days in any fifteen (15) calendar day period, shall have their pay adjusted upward for the entire period of the assignment. The salary adjustment shall be on the step of the appropriate range for the position that provides at least a one-step increase.

9.14 Employees who retire from the Public Employees Retirement System with fifteen (15) or more years of service to the District shall receive a one-time \$5,000 retirement payment. An employee who has been placed on the \$5,000 longevity step is not eligible to receive this payment.

Grandfather clause: Members who retire prior to December 31, 2017 may continue to have the one-time \$5,000 retirement payment with ten (10) or more years of service. An employee who has been placed on the \$5,000 longevity step is not eligible to receive this payment. The revocable retirement paperwork must be submitted to Human Resources no later than August 1, 2017.

ARTICLE 10

EMPLOYEE EXPENSES AND MATERIALS

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

Department will notify employees of their due dates and the approved facilities.

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

10.9 Parking Fees: The District shall provide a parking space to accommodate one vehicle for each classified employee in designated parking lots located as nearly as possible to employee's office. Employee shall be provided a sticker for each vehicle used for transportation to and from work.

10.10 Reimbursement for Meals and Lodging: Employees who must be in attendance at conferences, or on other approved District business, shall be reimbursed for MEALS at the IRS rate.

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

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

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

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

ARTICLE 11

HEALTH AND WELFARE BENEFITS

11.1 Employee and Dependent Insurance Coverage: Employees working 20 hours or more per week will be able to participate in the CalPERS Health Benefits Program effective July 1, 2012. The District agrees to contribute annually the maximum of the CalPERS Blue Shield Access + HMO premiums (Bay Area Group) for employees working 40 hours per week based on the employee, employee plus one eligible dependent or employee plus two or more eligible dependents. Employees working less than 40 but at least 20 hours per week will receive prorated medical benefits. For employees working at least 20 hours per week, the District will pay the full cost of dental and vision for employees and eligible dependents.

11.1.1 Dental insurance as provided in Appendix F by reference.

11.1.2 Vision care insurance as provided in Appendix E for reference.

11.2 Retirement:

11.2.1 Employees hired prior to July 1, 2017 who retire with ten (10) or more years of service to the District as defined in 11.1 shall have the opportunity of one of the district-paid retirement options listed below. The benefits listed below will be prorated for those retiring employees working less than full-time. Effective July 1, 2012, new retirees will receive the same health plan and welfare benefits as active employees with the exception of the dental plan. The option chosen at the time of retirement is irrevocable.

- a. Ten (10) years of medical for employee and spouse and vision for employee based on the CalPERS Blue Shield Access + HMO (Bay Area Group) two-party maximum.
- b. Eight (8) years of medical for employee and spouse based on the CalPERS Blue Shield Access + HMO (Bay Area Group) two-party maximum at the time of retirement, eight (8) years of dental for employee and spouse (annual maximum of \$1500 and no orthodontia coverage, adopted 4/17/02) and eight (8) years of vision for employee and spouse.
- c. Five (5) years of medical based on the CalPERS Blue Shield Access + HMO (Bay Area Group) two-party maximum, dental, and vision for employee and spouse and \$10,000

payable to the employee in the 6th and 7th years in \$5,000 installments (at the end of each fiscal year).

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

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

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

11.2.4 Employees hired on or after July 1, 2017 who retire with fifteen (15) or more years of service to the District as defined in 11.1 shall have the opportunity of the district-paid retirement options listed below.

- a. Five (5) years of medical for employee and spouse based on the CalPERS Blue Shield Access + HMO (Bay Area Group) two-party maximum.

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

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

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

11.4.2 Each employee shall have the option of enrolling or disenrolling in

the TSA program each year at the time of open enrollment. To receive retirement medical benefits, the employee must make this change during the open-enrollment period prior to the date of retirement.

11.5 **IRS Section 125**: The District and CSEA will participate to implementing Internal Revenue Code Section 125. The three plans for implementation are the premium conversion, dependent care, and medical reimbursement. The adopted Section 125 Plan will consist of the following criteria:

11.5.1 Employee will pay the monthly administrative costs.

11.5.2 Limit of \$2600 for medical reimbursements, provided the third-party administrator assumes all liability up to \$2600 on medical reimbursement; subject to change annually, per IRS guidelines.

11.5.3 Implementation: Based on a calendar year.

11.5.4 Regular, Regular employees may enroll in all sections of the Plan as soon as possible.

11.5.5 A probationary employee may enroll in premium conversation and dependent care, as soon as possible, after the Board adopted hire date.

11.5.6 A probationary employee is eligible for the medical reimbursement (at the next open enrollment period) once the employee has satisfactorily completed the probationary period.

ARTICLE 12

HOLIDAYS

12.1 Scheduled Holidays: The District agrees to provide all employees in the bargaining unit with the following paid holidays:

- 12.1.1 New Year's Day
- 12.1.2 District Holiday - (day following New Year's Day)
- 12.1.3 Martin Luther King, Jr. - Third Monday in January
- 12.1.4 Lincoln's Day – (As designated by the Governing Board and recommended by the Calendar Committee) *adopted 4/17/02*
- 12.1.5 President's Day - Third Monday in February
- 12.1.6 Spring Vacation Day - Friday of the week of spring recess
- 12.1.7 Memorial Day - the last Monday in May
- 12.1.8 Independence Day - July 4
- 12.1.9 Labor Day - the first Monday in September
- 12.1.10 Admission Day - September 9 (see subarticle 12.4 below.)
- 12.1.11 Veteran's Day - November 11
- 12.1.12 Thanksgiving Day - The Thursday proclaimed by the President
- 12.1.13 District Holiday - (Friday following Thanksgiving Day)
- 12.1.14 Christmas Day
- 12.1.15 District Holiday - (day following Christmas Day)
- 12.1.16 Floating Holiday (to be taken with prior approval of first level manager at any time during the year)

12.2 Holidays on Saturday or Sunday: Holidays falling on Sunday shall be taken on succeeding Mondays; holidays falling on Saturday shall be taken on preceding Fridays. Holidays falling on a day designated as a non-work day other than Saturday or Sunday (including, but not limited to, Christmas recess, Easter recess) shall be observed as floating holidays.

12.3 Holiday Eligibility: An employee covered by this agreement must be in paid status on the day preceding or the day following a holiday to be eligible for the holiday.

12.4 Designation of Admission Day: Admission Day, if not observed on September 9, shall be designated as a floating holiday.

12.5 Holidays shall have no cash value, i.e., employees terminating services with the District prior to taking holidays shall have no entitlement to payment for such unutilized holidays. The holidays enumerated in 12.1 above shall not be attached to vacation unless approved by the employee's immediate supervisor.

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

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

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

ARTICLE 13

VACATION PLAN

- 13.1 Eligibility:** All employees in the bargaining unit shall earn paid vacation time under this Article except that this amount is not vested until the completion of six (6) months of employment. Vacation benefits are earned on a fiscal year basis--July 1 - June 30.
- 13.2 Paid Vacation:** Except as otherwise provided in this Article, paid vacation shall be granted no later than the fiscal year immediately following the fiscal year in which it is earned. After six (6) months employment, paid vacation may be granted in the fiscal year in which it is earned.
- 13.3 Accumulation:** Vacation shall be earned and accumulated on a basis of a 12-month, 8-hour day or proration thereof. (Proration is calculated as follows: Days of contract plus holidays divided by 260 times vacation days earned by years of service.)

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

NOTE: Employees' vacation balance is located online at "MYSOLANO".

- 13.3.1 The maximum amount of accumulated unused vacation time earned that may be carried over to the next fiscal year (July 1) is a two (2) year entitlement. Vacation accrual over 2 years shall be moved into the excess vacation bank. Excess vacation hours will be applied first when vacation is taken.
- 13.3.2 If the employee has excess vacation over the two (2) year entitlement on July 1, the employee has until September 1 to use the excess vacation.
- 13.3.3 If unforeseen circumstances occur that preclude the employee from using excess vacation by September 1, 13.4.2 may be waived by the VP of Human Resources.

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

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

13.6 Vacation Postponement:

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

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

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

13.8 Vacation Scheduling:

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

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

13.8.3 If there is any conflict in scheduling vacations between employees who are working in the same or similar functions, the employee with the greatest bargaining unit seniority shall be given preference as to vacation schedules. Requests that cannot be honored will be

scheduled by the employee and supervisor at the earliest convenience of both parties.

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

ARTICLE 14

LEAVES OF ABSENCE

Absence Notification:

The employee's immediate supervisor should be notified of the intent to be absent, the nature of the absence, and the anticipated duration of the absence in advance of the work shift for leaves covered by Articles 14.2, 14.3, 14.5, and 14.6. All other leaves/absences require advance authorization. If the employee's immediate supervisor is unavailable, the employee must contact the Human Resources Department. This notification requirement shall be waived in cases of extreme emergency. Upon return from leaves, bargaining unit members shall complete an Employee Absence Report Form.

14.1 Each employee in the bargaining unit shall receive written notification of sick leave and vacation balances on their "MySolano" Employee tab.

14.2 Sick Leave:

14.2.1 Members of the bargaining unit employed by the District five (5) days per week, twelve (12) months per year, shall be entitled to twelve (12) days leave of absence for illness, injury, or medical appointments, exclusive of days they are not required to render service.

14.2.2 Members of the bargaining unit employed less than five (5) days a week and/or less than a full fiscal year are entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of months and/or number of days a week they are employed bear to twelve (12) months.

14.2.3 Credit of Sick Leave: On July 1 of every fiscal year, a Regular employee will be granted sick leave on a monthly basis. An employee may request a credit of sick leave up to the number of days he/she would be allowed in one fiscal year as granted per Education Code 88191. A probationary employee will receive no more than six (6) days sick leave credit until the seventh month of service with the District. In the event an employee terminates employment with the District after having used more sick leave days than the number earned, the unearned portion will be deducted from the final paycheck. If no salary is due the employee who has used more sick leave days than the number earned, he/she will be billed for the overpayment.

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

14.2.12 Medical verification of the validity of the leave or absence may be required for absences more than five (5) days or in cases of excessive absenteeism or suspected abuse of sick leave as defined below.

- a. Pattern of sick leave abuse: Established patterns of four (4) or more absence slips submitted for sick leave use before and/or after weekends, holidays, and vacations within an academic year, shall be considered a pattern of sick leave abuse. The employee's immediate supervisor may request a doctor's verification of such absence if abuse is suspected.
- b. All attendance will be monitored by the immediate supervisor to identify potential abuse of sick leave. A conference between the member, CSEA union steward and the immediate supervisor shall occur with a progressive approach to investigate the absenteeism and counsel the employee.
- c. If sick leave abuse is established, the employee shall be subjected to progressive discipline as outlined in Article 20.2.

14.3 Personal Necessity Leave:

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

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

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

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

14.5 Bereavement Leave:

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

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

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

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

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

14.5.5 Members of the bargaining unit may be granted permission by their immediate supervisor to be absent without pay on account of the death of any person not designated as immediate family. Such

absence shall not exceed three days or five days if out-of-state travel is in excess of 200 miles one way.

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

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

14.6 Jury Duty - Court Witness:

- 14.6.1 The District agrees to grant to members of the bargaining unit called for jury duty in the manner provided by law, leave of absence without loss of pay for time the employee is required to perform jury duty during the employee's regularly assigned working hours. Employees so called for jury duty must notify the District of service date(s) upon receiving said notice from officers of the Court. At the conclusion of employee's service, employee must obtain a jury duty verification form which must be attached to employee absence report.
- 14.6.2 The District shall pay the employee at the member's regular rate of pay.
- 14.6.3 Employees are required to return to work during any day or portion thereof in excess of one (1) hour in which jury duty services are not required. Any employee whose normal shift is other than the day shift should be temporarily assigned to the day shift during jury duty.
- 14.6.4 An employee called as a court witness may do so without loss of salary, providing the employee attaches a copy of the subpoena or summons to the absence report.

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

- 14.7.1 Eligible members of the bargaining unit who sustain an injury or illness arising directly out of and in the course and scope of their

employment shall be eligible for a maximum of sixty (60) working days paid leave in any one fiscal year. This leave shall not be accumulated from year to year. Industrial accident or illness leave will commence on the first day of absence.

14.7.2 Payment for wages lost on any day shall not, when added to an award granted under the Workers' Compensation laws of this state, exceed the normal wage for the day. Industrial accident and illness leave will be reduced by one day for each day of authorized absence, regardless of a compensation award made under Workers' Compensation. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the industrial injury or illness occurred, for the same illness or injury.

14.7.3 Industrial accident or illness leave is to be used in lieu of normal sick leave benefits.

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

14.7.4 Any time an employee on industrial accident or illness leave is able to return to work within 60 days, the employee shall be reinstated in his/her position without loss of status of benefits.

14.7.5 During any paid industrial accident and illness absence, the employee shall endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District, in turn, shall issue the employee appropriate warrants for the payment of not more than his/her full salary and shall deduct normal retirement and other authorized contributions.

14.8 Extended Illness or Injury Leave: Once a year on July 1, an employee shall be entitled to an extended illness or injury leave of absence paid at the rate of fifty percent (50%) of his/her regular salary for a period not to exceed a maximum of 100 working days each year in accordance with Section

88196 of the Education Code.

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

14.9 Long-Term Health Leave:

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

14.10 Emergency Leave: Full-time employees shall be entitled to one (1) day of paid emergency leave per year. The employee shall notify his or her immediate supervisor in advance of his or her intended absence except in

the case of death, serious illness or accident. Emergency leave may be used in conjunction with Administrative Leave (14.13). Emergency leave is not accumulative.

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

14.12 Break In Service:

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

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

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

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

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

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

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

14.15 Catastrophic Leave:

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

14.15.2 Criteria for approval:

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

14.15.3 Eligibility to Receive Catastrophic Leave:

- a. Regular employee(s) who has previously donated catastrophic leave.
- b. Exhaustion of all paid eligible leaves (sick leave, regular and extended; vacation; floating holidays; emergency day; compensatory time; and holidays).
- c. Catastrophic leave will run concurrently with family leave.
- d. Employees on catastrophic leave are not eligible to receive other district paid non-workdays (i.e., spring and holiday breaks).

14.15.4 Requesting Catastrophic Leave:

- a. The employee must complete a Catastrophic Leave Request form, attach medical verification from a licensed physician which defines the catastrophic illness or injury (to include estimated date of return), and submit all documentation to the Human Resources Department.
- b. The employee is entitled to receive all hours donated at the time of solicitation providing the donated leave does not exceed the actual time needed or 6 consecutive months. An employee is eligible to receive no more than 12 months of paid leave to include all paid leaves noted in 14.15.3 b. including catastrophic leave.
- c. If the catastrophic leave is for the employee, he/she will use all paid leaves (vacation, sick leave, and floating holidays) accrued on a monthly basis while in paid leave as a result of catastrophic leave.

14.15.5 Catastrophic Leave Donation Eligibility:

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

14.15.6 Catastrophic Leave Process:

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

14.15.7 Annual Solicitation:

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

14.15.8 Special Solicitation:

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

14.15.9 Termination of Leave:

- a. Donated leave has been exhausted.
- b. Employee has been in paid catastrophic leave status for six

(6) consecutive months.

- c. Resignation.
- d. Service or disability retirement of the employee.
- e. Death of the ill or injured person.
- f. Notification by the employee that the bank utilization is no longer needed.

ARTICLE 15

PROFESSIONAL GROWTH, TRAINING AND EDUCATION

15.1 Professional Growth:

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

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

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

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

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

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

15.1.1 General training in-service program shall be designed to upgrade skills and improve effectiveness of individuals within a specific job

category. The Committee shall recommend to the VP of Human Resources the number of professional growth credits assigned to each program.

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

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

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

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

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

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

Released time to attend class will be scheduled at times requested by the

bargaining unit employees as far as possible within the District's work requirements.

Employees may request for up to 20 hours max of release time in one fiscal year to attend professional development events on campus as approved by the manager.

Reimbursement of Enrollment Fees Solano Community College Courses:

The District will reimburse enrollment fees and Student Representation Fees for any regular employee who enrolls in any classes. Classes may be taken outside the employee's scheduled work assignment or with approval by manager for release time as stated in Article 15.2. The employee must pass class with a C or better grade for reimbursement. Receipts and grade reports or transcripts must accompany the request. The employee will submit a Direct Pay form signed by the manager, attach the appropriate receipt and grade report or transcript for reimbursement within three (3) months of conclusion of the class. The original completed Direct Pay form and supporting documentation must be submitted to Accounts Payable for processing.

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

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

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

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

15.5 Retraining Opportunities:

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

15.5.2 The Association and the District shall negotiate the possibility of

retraining opportunities for employees who will be laid off. Refer to Article 19, Layoff & Re-Employment.

- 15.6 Long-Term Personal Education Leave:** An unpaid leave of absence may be granted to any employee in the bargaining unit by the Governing Board for the purpose of personal education. The employee will submit a letter requesting leave along with written justification for undertaking the educational program, an outline of the work to be accomplished, and the name of the educational institution where the course work will be taken.
- 15.6.1 Full-time Education Leave: A full-time educational study leave may be granted to an employee who has worked for the District for five (5) consecutive years for a maximum length of one year.
- 15.6.2 Part-time Education Leave: A part-time educational study leave may be granted to an employee who has worked for the District for three (3) consecutive years.
- 15.6.3 Any leave of absence granted under this policy shall not be deemed a break in service for any purpose, except that such full-time leave shall not be included as service in computing service to the granting of any subsequent leave under this type of leave, nor shall employee earn vacation pay, sick leave, holiday pay, or other benefits provided in this Agreement. Part-time leaves shall be pro-rated as to leaves and all benefits.

ARTICLE 16

TRANSFERS/PROMOTIONS/VACANCIES

16.1 **Transfer:** A transfer is defined as a change of either the physical location of a position (i.e. job site) or a change of position within the same classification.

16.1.1 **Temporary Site Transfers:** No member shall be assigned to work temporarily in a location other than the normal work site without prior discussion with the member and notification of up to 3 days prior to the transfer except in cases of emergencies. (Adopted 1/21/15).

16.1.2 **Regular Site Transfer:** No member shall be assigned to work regularly in a location other than the member's normal work site without prior discussion with by notifying the member and CSEA representative. (Adopted 1/21/15). The discussion must occur a minimum of (10) ten business days prior to transfer.

16.1.3 **Voluntary Transfers:** A voluntary transfer is the reassignment of a member, from one position to another position in the same classification, or a similar position within the bargaining unit. (Adopted 1/21/15) The District recognizes the interests of its employees in seeking voluntary transfers. Accordingly, when a position in the bargaining unit is advertised, unit members in the same job classification will be given consideration for voluntary transfer prior to consideration of the external applicant pool. To be considered for voluntary transfer, the unit member must submit the required application materials to Human Resources prior to the closing date of the position.

- a. Such requests shall include the classification requested and any special considerations such as particular working hours.

The Human Resources Office will notify unit members, who have submitted requests of transfers in the bargaining unit and will refer to the hiring authority the names of all interested unit member who meet the minimum qualification for vacant positions. (Adopted 1/21/15).

16.1.4 **Administrative Transfer:**

- a. **Definitions:** An Administrative transfer is an involuntary transfer initiated by the District. In the absence of

disciplinary action, an Administrative transfer does not involve a change in class; however may involve a change in work site.

- b. The district may change the work site of unit members within the same job classification, under the same supervisor/manager. The affected unit member shall be given (10) business days' notice and a conference will be held with the appropriate supervisor/manager, the unit member, and CSEA Representative to discuss the reasons for transfer. The unit member's evaluation date and salary advancement date shall not change as a result of this type of transfer.

16.1.5 Lateral Transfer: A voluntary transfer to a position in the same classification/job. All parties shall follow the process for lateral transfers under Article 17.3.1. (Adopted 1/21/15).

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

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

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

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

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

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

ARTICLE 17

JOB VACANCIES

Job vacancies will be filled according to the following procedures:

- 17.1 Vacancies:** A vacancy is a position that is open to internal and/or external applicants by virtue of resignation, termination, reorganization, or the establishment of a new position.
- 17.2** Employment of either full-time or part-time students in any college work-study program or in a work experience education program shall not result in the displacement of classified personnel.
- 17.3 Recruitment:**
- 17.3.1 CSEA bargaining unit positions shall be advertised on-campus and the district has an upward mobility program which is included in the faculty and staff diversity plan approved by the Chancellor of the California Community Colleges. All CSEA employees may apply. All CSEA vacant positions shall be advertised on and off campus simultaneously in accordance with district procedures.
- a. An internal job notice will be posted for six (6) full working days on District email. Any employee in the bargaining unit may apply by submitting an updated employment application to the Human Resources Department by the closing date.
 - b. Any employee on leave during the period of the posting shall be mailed a copy of the notice on the date the position is posted if he/she has notified the Human Resources Department in memo of his/her absence. Any employee on leave or vacation may authorize CSEA or its officers to file a letter of interest and an employment application or resume on the employee's behalf. All interested and qualified CSEA employees shall be interviewed first before outside candidates.
 - c. If the interview committee selects the internal candidate, the position is filled. If the interview committee chooses not to select the internal candidate, Human Resources shall follow District Board Policy 4000.
- 17.4** Interim, temporary and short-term appointments.

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

ARTICLE 18

WORKING OUT OF CLASSIFICATION AND RECLASSIFICATION

- 18.1 Working Out of Classification:** An employee required to work out of his or her classification for more than five (5) working days within a fifteen (15) calendar day period shall be paid an increased salary for the entire period of out of classification work.
- 18.1.1 Definition: Pursuant to Education Code 88010, out of classification work is defined as performing duties and assuming responsibilities in a job classification above or different than those in the employee's regular job classification.
- 18.1.2 Out of Classification Pay: An employee working out of classification shall be paid either: 1) Step 1 of the appropriate pay range for the classification the employee is working out of classification in, or 2) at an increase of one step above the monthly salary earned in his or her regular classification position, whichever is greater.
- 18.1.3 Effect of Holidays and Board Granted Days Off on Out of Classification Pay: Holidays and Board-granted days off falling within the out of classification period will be paid at the out of classification rate.
- 18.1.4 Compensation for Sick Leave When Working Out of Classification: Intermittent sick leave used during the out of classification period will be compensated at the out of classification rate, provided the leave is properly authorized and another regular replacement is not required.
- 18.1.5 Compensation for Other Leaves When Working Out of Classification: All other types of leave during out of classification work of ten (10) months or less will be paid at the employee's regular classification rate unless expressly approved by the District.
- 18.1.6 Request for Out of Classification Pay: When an affected employee believes he/she is working out of his/her classification for more than five (5) working days out of any fifteen (15) calendar day period, and the manager or supervisor has not notified the employee in writing of the out of classification work, and/or has not initiated the process to pay the employee for out of classification work the employee has performed, the employee must file an Employee Request for Out of Classification Pay form. The Employee Request for Out of Classification Pay form must be filed no later than forty-

five (45) working days after the conclusion of the fifteen (15) day period the employee claims to be working out of classification. An employee may not claim compensation for out of classification work that occurred more than six months prior to the claims identified in the Employee Request for Out of Classification Pay form. A written request from an employee for out of classification pay shall be made to his or her immediate supervisor/manager. The immediate supervisor/manager of the employee shall respond to the written request for out of classification pay in writing within ten (10) work days of receipt of the written request.

- a. Out of Classification Form: Written requests for out of classification pay from the employee shall be made on Employee Request for Out of Classification Pay form, attached as part of this Agreement in Appendix J. This form shall be distributed by the supervisor as directed on said form at the time the request is completed and once a determination is made by the supervisor/manager.

18.2 Reclassification: Reclassification means the upgrading of a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in that position (Education Code Section 88001 [f]).

18.2.1 Duties of White Collar Employees: The Board of Trustees of Solano Community College District shall fix and prescribe the duties to be performed by all persons in the bargaining unit pursuant to Education Code Section 88009.

18.2.2 Performance Limitations: Bargaining unit employees shall not be required to perform duties which are not fixed and prescribed for the position classification by the Board of Trustees of Solano Community College District, unless the duties reasonably relate to those fixed for the position as per Education Code Section 88010 or as provided in this Agreement. No employee shall be assigned duties which are not reasonably related to the mission of the District.

18.2.3 Approval of Reclassification: A reclassification approved by the Board of Trustees of Solano Community College District shall become effective upon the date the employee submits a completed Request for Reclassification form to his or her immediate supervisor, or the date the immediate supervisor initiates a Request for Reclassification, whichever is earlier.

18.2.4 Request for Reclassification: Reclassification requests initiated by an employee shall be submitted to the appropriate supervisor/manager on the standard form provided for reclassification by the District. A copy of the form is in Appendix K.

18.2.5 Reclassification Review Process:

- a. Human Resources will verify receipt of the completed classification review form and job description questionnaire by the immediate supervisor. The immediate supervisor has fifteen (15) working days to return the completed review form and questionnaire to Human Resources.
- b. The request will be assigned to the reclassification panel. The review process is designed to be completed within 45 working days of the initial receipt. (The 45 working days could be extended by an additional 20 working days if a new or revised classification must be written. employee will be notified in writing if an extension is necessary)
- c. A member of the reclassification panel may contact employee or supervisor if additional information are required. Human Resources will notify employee in writing of the results of the reclassification review. The allocation decision will include an explanation of the decision and a copy of the supervisor's comments. If the request is denied, employee will be notified of his/her appeal rights and provided with a copy of the classification appeal form.
- d. If employee, supervisor, or the union should decide to appeal the reclassification review panels' decision, employee will have ten (10) working days from the date employee receives written notification of the classification allocation decision to return the appeal form to Human Resources (an extension may be provided for an employee who is on approved leave). Human Resources will notify employee to verify receipt of the appeal form, and the date of the scheduled appeal hearing. Employee will receive written notification of the panel's decision within twenty (20) working days from the date of receipt of the appeal form, including a reason for upholding or overturning the initial classification allocation decision.
- e. Reclassification applications must be submitted by July 1, October 1, February 1 or April 1 of each fiscal year, and

these dates shall be considered the effective dates of the reclassification request. If recommended by the college/District, the request shall immediately be submitted to the District Human Resources Office for inclusion on the next Reclassification Review Panel agenda.

- 18.2.6 Reclassification Review: A panel composed of Human Resources, manager appointed by the Superintendent/President, and two CSEA representatives appointed by the Chapter, shall review all requests to determine if they meet the reclassification criteria as set forth in the attached form (Appendix L). All Requests shall be forwarded to the Reclassification Review Panel for consideration. Requests not meeting the criteria will not be considered and will be returned to the employee. There will be no appeals or grievances to this decision.

The duties of the Reclassification Review Panel include reviewing the questionnaire. The panel also has the authority to recommend job title and job description changes for those requests.

The recommendations made by the Reclassification Review Panel will be forwarded to the Superintendent/President.

- 18.2.7 Annual Job Position Review: Management shall consult with CSEA on current job classification as necessary.

- 18.2.8 New Classifications: In the event that new classified job classifications are created, Human Resources shall discuss the inclusion or exclusion thereof with CSEA before making a decision regarding unit placement which shall be communicated to CSEA within ten (10) days. Salary range placement and the job description shall be negotiated with CSEA. Disputed cases shall be submitted to PERB for resolution.

18.3 Job Classification Review: Each fiscal year of this Agreement, CSEA and the District shall meet to review and discuss select job classifications therein subject to the following:

- 18.3.1 Selection of Classification: On or before September 1 of each fiscal year of this Agreement, CSEA and the District shall exchange written information regarding one (1) classification family that each party elects to review and discuss in this job classification review process. The committee may mutually agree to study only one (1) classification family depending upon the number of job classifications within the classification family, the number of incumbents within the job classifications and the complexity of the job classifications.

- 18.3.2 Joint Job Classification Review Committee: CSEA and the District shall each select two (2) representatives to serve on the Joint Job Classification Review Committee. For District selections, the Human Resources Manager and one additional manager appointed by Superintendent-President. The committee shall meet monthly commencing in September and may mutually agree to meet more frequently in order to complete the work of the committee by June 30 of the applicable fiscal year. The actual date, location and time of each committee meeting shall be determined by the committee, but, in any event, committee meetings shall normally be scheduled during normal business hours. Committee members will be provided release time without loss of compensation and benefits, including a reasonable amount of travel time to and from the member's work location, to attend official meetings of the committee.
- 18.3.3 Scope of Job Classification Review: The job classification review is intended to provide a review of the job classifications within the classification family(ies) selected for review through determining the currency of the job duties as described in the job classifications and to review the placement of the selected job classifications within the bargaining unit compensation structure.
- 18.3.4 Preparation of Materials for Employee Review: By December 31 of the applicable fiscal year, the committee shall, if employee input is determined to be necessary to complete the review and discussion of the particular classification family(ies) being reviewed, have the necessary documents prepared and ready for distribution to the affected employees for their review and comments.
- 18.3.5 Distribution of Materials to Employees: On or before January 15 of the applicable fiscal year, the District shall distribute the documents prepared by the committee to the affected employees. A copy of the document distributed to each job classification being reviewed will be provided to each committee member along with a list of the employees to which the document was distributed.
- 18.3.6 Timelines for Employee Comments: Within thirty (30) calendar days of the distribution of the documents to the affected employees, the affected employee may file his or her written comments regarding the matter with the committee. The employee's written comments shall be filed with the VP of Human Resources within the thirty (30) calendar day period provided. The postmark shall not be later than the aforesaid thirtieth (30th) calendar day, if mailed, and, if delivered

in person, must be received by the VP of Human Resources not later than that thirtieth (30th) calendar day.

- a. Content of Employee Comments: The written response from the employee shall include his or her name, regular District work location, the title of his or her current job classification, and a clear and concise statement of each issue he or she is commenting upon and the reason(s) therefore.

18.3.7 Committee Review of Employee Comments: Within thirty (30) calendar days of receipt of the written comments from the affected employee(s), the committee shall meet to discuss the comments. A complete copy of the written comments received from each affected employee shall be provided to each committee member prior to the meeting.

18.3.8 Deliberations of the Committee: Within thirty (30) calendar days of the close of the committee meeting described in Section 18.3.6 of this Agreement, CSEA and the District shall exchange written materials describing their respective positions on the issues being reviewed by the committee. This written material shall include clear and concise information regarding the reason(s) each party has taken their particular position on a job classification or classification family under review.

18.3.9 Meeting of the Parties: The committee members representing their respective parties shall, within thirty (30) calendar days of the exchange of materials described in Section 18.3.8 of this Agreement, commence meeting and negotiating over the issues in dispute regarding the job classification(s) and classification family(ies), and any salary or other changes affecting such job classification(s) and/or classification family(ies) and employees therein. This meeting and negotiating shall continue for a period of thirty (30) workdays, with meeting and negotiating sessions occurring no less than one-half (1/2) workday each week during that thirty (30) workday period.

- a. Release Time for Meeting and Negotiating: Committee members will be provided release time without loss of compensation and benefits, including a reasonable amount of travel time to and from the member's work location, for meeting and negotiating over the issues in dispute.

18.4 Review of Reclassification Process: As part of the annual review of job classifications, the Joint Job Classification Review Committee will review and/or develop recommendations regarding the current practice that is utilized to address reclassification issues.

18.4.1 Committee Recommendations: The committee will provide recommendations on the process utilized to address reclassification issues to:

- a. The Superintendent-President for those recommendations that address revisions of current District regulations, or,
- b. CSEA and the District for consideration during negotiations for a successor agreement to this Agreement.

ARTICLE 19

LAYOFF AND RE-EMPLOYMENT

19.1 Seniority:

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

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

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

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

An employee resigns or quits.

An employee is discharged for just cause.

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

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

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

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

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

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

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

19.2 Layoff:

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

Any layoff notice shall specify the reason for layoff.

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

19.3 Bumping Rights:

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

19.4 Re-employment Rights:

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

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

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

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

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

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

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

19.4.5 Order of Employment: The following order of employment will be implemented until all persons on the laid off re-employment list have returned to their former classification (no less than the same hours per day and work-year) or have returned to another classification (at the same pay level, same or more hours per day and work-year prior to layoff) or returned to a position that is recognized as a promotion (with the same or more work hours and

work-year).

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

* In order to be eligible for notification of positions, interested persons must submit a written requests to include those positions for which they qualify. All testing requirements, if applicable, and qualifications must be documented prior to being eligible for notification.

- d. Other district positions (CSEA, Operating Engineers, and Confidential) that become available that are not filled by steps a, b, or c above will be made available to CSEA

employees and other district employees on the District layoff re-employment list. These persons will be notified by letter of the availability. Interested persons from this list must meet minimum qualifications and make application as indicated in the letter. They will be interviewed prior to any other persons.

- e. Refer to Article 16 for transfers/promotion and promotion details.

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

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

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

ARTICLE 20

DISCIPLINE AND DISMISSAL

20.1 Statement of Purpose:

Definition: Any unit member designated as a Regular employee shall be subject to disciplinary action only for reasonable cause. "Cause" relating to disciplinary action against classified employees means those grounds for discipline, or offenses enumerated in written rules, regulations and policies of the District.

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

20.1.1 Application: This Article applies to Regular unit members only. Probationary unit members may be terminated or subject to other discipline at the discretion of the District. All references to "days" within this Article shall mean working days.

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

- a. The nature of the omission, misconduct or deficiency;
- b. The probability that the deficiency can be corrected;
- c. The harm caused; and
- d. The past performance of the unit member.

20.1.3 Causes for Disciplinary Action: Causes for discipline are in accordance with Board Policy 4770 and California Educations Code.

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

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

20.2.2 The District may consider additional training for the employee as deemed appropriate.

20.2.3 When an employee has cause to believe that disciplinary action is going to be taken against him/her, he/she may request a CSEA representative at the meeting.

20.3 Written Warning/Reprimand: If the behavior is deemed severe or continues, the Supervisor shall issue to the unit member a clearly identified written letter of warning/reprimand. A copy will be sent to CSEA and the Office of Human Resources. At the request of CSEA, the Office of Human Resources may also be involved at this level.

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

20.3.2 If the supervisor recommends placement of the written warning/reprimand into the unit member's personnel file (in accordance with Education Code 87031), the unit member shall have the right within 10 (ten) days of the recommendation to appeal to the President/Superintendent of the College or the VP of Human Resources for review and shall also have the right to attach comments for inclusion.

The President/Superintendent or VP of Human Resources will have (10) working days to respond to the unit member's appeal and give written notification to the unit member and CSEA with a ruling.

20.4 **Suspension**: Suspension from employment may be imposed by the President/Superintendent or VP of Human Resources directly or upon information from other administrators and is without pay unless the President/Superintendent or VP of Human Resources decides otherwise.

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

20.5.1 **Unit Member Rights/Skelly Rights**: The unit member shall be accorded the following rights prior to the commencement of a suspension or termination:

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

(Adopted 1/21/15)

20.5.2 **Request To Appeal Suspension Or Termination**: If a unit member elects to appeal a suspension or termination, he/she must submit a request to the President/Superintendent or VP of Human Resources within to (10) days after receipt of the notice of suspension or termination. Failure to file a timely appeal shall constitute a waiver of appeal rights. The President/Superintendent or VP of Human Resources may sustain, revoke or modify the suspension or termination. Any appeal from the ruling regarding suspension or termination at this level shall be to the Board of

Trustees within seven (7) days after service of the President/Superintendent of VP of Human Resources decisions.

20.5.3 If a unit member's suspension or termination is revoked, he/she shall be compensated for the entire period. If the suspension is modified, he/she shall be compensated for any part of the suspension that is rescinded.

20.6 Other Provisions: Mere technical, non-substantive violations of the disciplinary procedures which do not affect substantive rights shall not invalidate the discipline unless the violations were prejudicial to the unit member.

20.6.1 Any alleged violation of this Article shall be pursued as part of the appeals procedure of this Article and not as part of the Grievance Procedure, Article 27, or this Collective Bargaining Agreement.

20.6.2 A negative performance evaluation may be given to an employee without following the disciplinary procedure. (See Article 4, Employee Rights, 4.2 Evaluations.)

20.6.3 The parties may mutually agree to skip steps or accelerate or slow time lines contained in the procedure, dependent upon the facts of an individual case.

20.6.4 This Article replaces all other District Disciplinary rules, regulations, procedures, policies, customs, or other means of imposing discipline covered herein affecting members of the unit which may now be extant.

20.6.5 In situations in which an immediate administrative leave is necessary to avert possible serious harm to the District, its unit members, its students or the public, or for investigations, the administrative leave will be paid leave.

ARTICLE 21

PEACEFUL RESOLUTION OF DIFFERENCES

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

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

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

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

ARTICLE 22

SAFETY

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

ARTICLE 23

MANAGEMENT RIGHTS

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

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

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

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

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

ARTICLE 24

CONTRACTING OUT

- 24.1** The District agrees not to contract out CSEA work except as permitted pursuant to Board Policy 4710 and Education Code 88003. (See Appendix H – BP 4070 & Appendix I – Education code 88003).
- 24.2** Human Resources shall provide bi-monthly reports to CSEA detailing and tracking all non-probation and Regular CSEA members that are offered contract for CSEA service. This includes but is not limited to Professional Experts, Short-Term employee, Substitute employee (temporary absence), and substitute employee (vacancy) as defined under Article VII. District agrees not to contract out CSEA work.

ARTICLE 25

SEVERABILITY

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

ARTICLE 26

GRIEVANCES

26.1 Definitions and Restrictions:

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

26.2 Procedures:

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

decision to the grievant within twelve (12) calendar days of the filing of the grievance.

- 26.2.3 Third Step: In the event that the grievance is not satisfactorily adjusted at Step Two, CSEA may submit a request in writing that the grievance be submitted to advisory arbitration. The request shall be made within five (5) calendar days of the receipt of the response at Step Two or the failure of the District to respond in a timely manner. The parties shall immediately attempt to select a mutually acceptable arbitrator either from lists to be developed by the parties or developed by PERB. If the parties are unable to agree upon an arbitrator within ten (10) days of the request for arbitration, the grievance may be submitted for arbitration to the State Mediation and Conciliation Service. The conduct of the arbitration shall be governed by the voluntary labor arbitration rules of the State Mediation and Conciliation Service. The cost of arbitration shall be borne jointly by the parties. The employee shall be provided a copy of the arbitrator's decision.
- 26.2.4 Fourth Step: The Governing Board has twenty-five (25) calendar days or two (2) Board meetings, whichever comes sooner, to review the advisory arbitrator's decision and make a final decision. If no decision is made by the Governing Board in this time period, the decision of the advisory arbitrator shall be adopted by the District.

ARTICLE 27

ENTIRETY OF AGREEMENT

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

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

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

ARTICLE 28

NEGOTIATIONS

- 28.1** The District and CSEA are committed to and will practice interest based bargaining in the negotiations process.
- 28.2** It is understood that there is nothing in the law that prohibits either party from reverting to an alternative method of submitting reopeners with written notice. In the event this occurs, CSEA, Chapter 211, shall have the annual right to present their proposals no later than January 31st prior to July 1 when the proposals would take effect. (*Adopted 10/5/11*) If the previous contact negotiations exceed the timeline (Jan. 31st), both parties would agree to a mutual date to submit reopeners.
- 28.3** **Reopener Clause:**
- 28.3.1 The District and CSEA shall meet no later than January 31st annually to jointly develop interests for public notice. Negotiations shall commence within fifteen (15) days after the public notice at a time mutually agreed upon between the parties. The terms and conditions of this Agreement shall remain in full force and effect during negotiations.
- 28.3.2 It is understood that there is nothing in the law that prohibits either party from reverting to an alternative method of submitting reopeners with written notice. In the event this occurs, CSEA, Chapter 211, shall have the annual right to present their proposals no later than January 31st prior to July 1 when the proposals would take effect.
- 28.3.3 If agreement is not reached with regard to matters covered by this section within forty-five (45) days after the expiration of the contract, either party may submit the unresolved disputes to impasse in accordance with the rules of the Educational Employment Relations Board.
- 28.3.4 Both CSEA and the Solano Community College District may reopen annually on two (2) articles each plus salary and health and welfare benefits.
- 28.4** **Released Time for Negotiations:** CSEA shall have the right to designate five (5) employees, who shall be given reasonable released time to participate in negotiations, which shall include released time for participation in impasse.

APPENDIX A

CSEA DUES/SERVICE FEE SCHEDULE

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

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

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

APPENDIX B

Solano Community College District 2017-2018 California School Employees Association Salary Schedule (0717A) (No Professional Growth - CR & C1)															
RANGE	STEP 1		STEP 2		STEP 3		STEP 4		STEP 5		STEP 6		STEP 7		
	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	
R1	\$12.78	\$26,574.40	\$13.31	\$27,675.12	\$13.92	\$28,955.54	\$14.47	\$30,101.18	\$15.12	\$31,449.00	\$15.75	\$32,751.88	\$16.39	\$34,099.70	
R2	\$13.31	\$27,675.12	\$13.92	\$28,955.54	\$14.47	\$30,101.18	\$15.12	\$31,449.00	\$15.75	\$32,751.88	\$16.43	\$34,167.09	\$17.14	\$35,649.68	
R3	\$13.92	\$28,955.54	\$14.47	\$30,101.18	\$15.12	\$31,449.00	\$15.75	\$32,751.88	\$16.43	\$34,167.09	\$17.15	\$35,672.15	\$17.91	\$37,244.60	
R4	\$14.47	\$30,101.18	\$15.12	\$31,449.00	\$15.75	\$32,751.88	\$16.43	\$34,167.09	\$17.15	\$35,672.15	\$17.88	\$37,199.67	\$18.65	\$38,794.58	
R5	\$15.12	\$31,449.00	\$15.75	\$32,751.88	\$16.43	\$34,167.09	\$17.15	\$35,672.15	\$17.88	\$37,199.67	\$18.72	\$38,929.36	\$19.59	\$40,748.91	
R6	\$15.75	\$32,751.88	\$16.43	\$34,167.09	\$17.15	\$35,672.15	\$17.88	\$37,199.67	\$18.72	\$38,929.36	\$19.55	\$40,659.06	\$20.41	\$42,456.14	
R7	\$16.43	\$34,167.09	\$17.15	\$35,672.15	\$17.88	\$37,199.67	\$18.72	\$38,929.36	\$19.55	\$40,659.06	\$20.41	\$42,456.14	\$21.32	\$44,343.08	
R8	\$17.15	\$35,672.15	\$17.88	\$37,199.67	\$18.72	\$38,929.36	\$19.55	\$40,659.06	\$20.41	\$42,456.14	\$21.31	\$44,320.62	\$22.25	\$46,274.95	
R9	\$17.88	\$37,199.67	\$18.72	\$38,929.36	\$19.55	\$40,659.06	\$20.41	\$42,456.14	\$21.31	\$44,320.62	\$22.30	\$46,387.27	\$23.34	\$48,543.77	
R10	\$18.72	\$38,929.36	\$19.55	\$40,659.06	\$20.41	\$42,456.14	\$21.31	\$44,320.62	\$22.30	\$46,387.27	\$23.26	\$48,386.53	\$24.27	\$50,475.64	
R11	\$19.55	\$40,659.06	\$20.41	\$42,456.14	\$21.31	\$44,320.62	\$22.30	\$46,387.27	\$23.26	\$48,386.53	\$24.33	\$50,610.42	\$25.46	\$52,946.63	
R12	\$20.41	\$42,456.14	\$21.31	\$44,320.62	\$22.30	\$46,387.27	\$23.26	\$48,386.53	\$24.33	\$50,610.42	\$25.43	\$52,901.70	\$26.59	\$55,305.30	
R13	\$21.31	\$44,320.62	\$22.30	\$46,387.27	\$23.26	\$48,386.53	\$24.33	\$50,610.42	\$25.43	\$52,901.70	\$26.63	\$55,395.16	\$27.89	\$58,000.93	
R14	\$22.30	\$46,387.27	\$23.26	\$48,386.53	\$24.33	\$50,610.42	\$25.43	\$52,901.70	\$26.63	\$55,395.16	\$27.89	\$58,000.93	\$29.19	\$60,719.02	
R15	\$23.26	\$48,386.53	\$24.33	\$50,610.42	\$25.43	\$52,901.70	\$26.63	\$55,395.16	\$27.89	\$58,000.93	\$29.15	\$60,629.17	\$30.47	\$63,369.73	
R16	\$24.33	\$50,610.42	\$25.43	\$52,901.70	\$26.63	\$55,395.16	\$27.89	\$58,000.93	\$29.15	\$60,629.17	\$30.52	\$63,482.04	\$31.96	\$66,469.70	
R17	\$25.43	\$52,901.70	\$26.63	\$55,395.16	\$27.89	\$58,000.93	\$29.15	\$60,629.17	\$30.52	\$63,482.04	\$31.92	\$66,402.31	\$33.39	\$69,457.35	
R18	\$26.63	\$55,395.16	\$27.89	\$58,000.93	\$29.15	\$60,629.17	\$30.52	\$63,482.04	\$31.92	\$66,402.31	\$33.48	\$69,637.06	\$35.11	\$73,029.06	
R19	\$27.89	\$58,000.93	\$29.15	\$60,629.17	\$30.52	\$63,482.04	\$31.92	\$66,402.31	\$33.48	\$69,637.06	\$35.04	\$72,871.81	\$36.67	\$76,263.81	
R20	\$30.52	\$63,482.04	\$31.92	\$66,402.31	\$33.53	\$69,749.38	\$35.21	\$73,231.23	\$36.98	\$76,915.26	\$38.83	\$80,756.53	\$40.77	\$84,799.97	
R21	\$33.38	\$69,434.89	\$35.02	\$72,849.35	\$36.80	\$76,533.38	\$38.62	\$80,329.72	\$40.55	\$84,350.70	\$42.58	\$88,573.85	\$44.71	\$92,999.17	
R22	\$36.58	\$76,084.10	\$38.39	\$79,857.98	\$40.32	\$83,856.50	\$42.33	\$88,034.72	\$44.44	\$92,437.58	\$46.67	\$97,065.08	\$49.00	\$101,917.21	
R23	\$38.39	\$79,857.98	\$40.32	\$83,856.50	\$42.33	\$88,034.72	\$44.44	\$92,437.58	\$46.67	\$97,065.08	\$49.00	\$101,917.21	\$51.45	\$107,016.44	
Longevity Pay:															
Effective:	07.01.17				* Add 2.50% After 6 Years of Service				* Add 10.00% After 15 Years of Service						
Board Approved:	08.02.17				* Add 5.00% After 8 Years of Service				* Add \$5000.00 bonus at the beginning of the 30th Year of Svc						
					* Add 7.50% After 11 Years of Service										

*Subject to audit, and, if necessary, correction to meet intent of negotiations.

Solano Community College District
2017 - 2018
California School Employees Association Salary Schedule (0717A)
(With 5% + 5% Professional Growth - CT & C3)

RANGE	STEP 1		STEP 2		STEP 3		STEP 4		STEP 5		STEP 6		STEP 7	
	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual
R1	\$14.08	\$29,285.88	\$14.67	\$30,513.00	\$15.36	\$31,948.20	\$15.95	\$33,175.32	\$16.66	\$34,652.16	\$17.37	\$36,128.88	\$18.08	\$37,605.72
R2	\$14.67	\$30,513.00	\$15.36	\$31,948.20	\$15.95	\$33,175.32	\$16.66	\$34,652.16	\$17.37	\$36,128.88	\$18.09	\$37,626.48	\$18.89	\$39,290.40
R3	\$15.36	\$31,948.20	\$15.95	\$33,175.32	\$16.66	\$34,652.16	\$17.37	\$36,128.88	\$18.09	\$37,626.48	\$18.92	\$39,352.80	\$19.74	\$41,058.36
R4	\$15.95	\$33,175.32	\$16.66	\$34,652.16	\$17.37	\$36,128.88	\$18.09	\$37,626.48	\$18.92	\$39,352.80	\$19.73	\$41,037.60	\$20.56	\$42,763.92
R5	\$16.66	\$34,652.16	\$17.37	\$36,128.88	\$18.09	\$37,626.48	\$18.92	\$39,352.80	\$19.73	\$41,037.60	\$20.63	\$42,909.60	\$21.60	\$44,927.16
R6	\$17.37	\$36,128.88	\$18.09	\$37,626.48	\$18.92	\$39,352.80	\$19.73	\$41,037.60	\$20.63	\$42,909.60	\$21.54	\$44,802.36	\$22.51	\$46,819.92
R7	\$18.09	\$37,626.48	\$18.92	\$39,352.80	\$19.73	\$41,037.60	\$20.63	\$42,909.60	\$21.54	\$44,802.36	\$22.50	\$46,799.16	\$23.51	\$48,899.88
R8	\$18.92	\$39,352.80	\$19.73	\$41,037.60	\$20.63	\$42,909.60	\$21.54	\$44,802.36	\$22.50	\$46,799.16	\$23.50	\$48,879.12	\$24.53	\$51,021.36
R9	\$19.73	\$41,037.60	\$20.63	\$42,909.60	\$21.54	\$44,802.36	\$22.50	\$46,799.16	\$23.50	\$48,879.12	\$24.58	\$51,125.40	\$25.73	\$53,517.36
R10	\$20.63	\$42,909.60	\$21.54	\$44,802.36	\$22.50	\$46,799.16	\$23.50	\$48,879.12	\$24.58	\$51,125.40	\$25.64	\$53,330.16	\$26.75	\$55,638.96
R11	\$21.54	\$44,802.36	\$22.50	\$46,799.16	\$23.50	\$48,879.12	\$24.58	\$51,125.40	\$25.64	\$53,330.16	\$26.82	\$55,784.52	\$28.07	\$58,384.44
R12	\$22.50	\$46,799.16	\$23.50	\$48,879.12	\$24.58	\$51,125.40	\$25.64	\$53,330.16	\$26.82	\$55,784.52	\$28.03	\$58,301.28	\$29.31	\$60,963.60
R13	\$23.50	\$48,879.12	\$24.58	\$51,125.40	\$25.64	\$53,330.16	\$26.82	\$55,784.52	\$28.03	\$58,301.28	\$29.34	\$61,026.00	\$30.75	\$63,958.80
R14	\$24.58	\$51,125.40	\$25.64	\$53,330.16	\$26.82	\$55,784.52	\$28.03	\$58,301.28	\$29.34	\$61,026.00	\$30.75	\$63,958.80	\$32.18	\$66,933.12
R15	\$25.64	\$53,330.16	\$26.82	\$55,784.52	\$28.03	\$58,301.28	\$29.34	\$61,026.00	\$30.75	\$63,958.80	\$32.15	\$66,870.72	\$33.59	\$69,865.80
R16	\$26.82	\$55,784.52	\$28.03	\$58,301.28	\$29.34	\$61,026.00	\$30.75	\$63,958.80	\$32.15	\$66,870.72	\$33.66	\$70,011.48	\$35.23	\$73,277.04
R17	\$28.03	\$58,301.28	\$29.34	\$61,026.00	\$30.75	\$63,958.80	\$32.15	\$66,870.72	\$33.66	\$70,011.48	\$35.19	\$73,193.76	\$36.82	\$76,584.12
R18	\$29.34	\$61,026.00	\$30.75	\$63,958.80	\$32.15	\$66,870.72	\$33.66	\$70,011.48	\$35.19	\$73,193.76	\$36.91	\$76,771.32	\$38.72	\$80,536.08
R19	\$30.75	\$63,958.80	\$32.15	\$66,870.72	\$33.66	\$70,011.48	\$35.19	\$73,193.76	\$36.91	\$76,771.32	\$38.63	\$80,348.88	\$40.42	\$84,072.00
R20	\$33.66	\$70,011.48	\$35.19	\$73,193.76	\$36.98	\$76,916.88	\$38.83	\$80,764.80	\$40.75	\$84,758.40	\$42.80	\$89,022.24	\$44.95	\$93,494.16
R21	\$36.81	\$76,563.36	\$38.62	\$80,328.00	\$40.54	\$84,321.60	\$42.58	\$88,564.68	\$44.72	\$93,015.84	\$46.95	\$97,654.08	\$49.29	\$102,521.28
R22	\$40.33	\$83,884.80	\$42.33	\$88,044.72	\$44.44	\$92,433.48	\$46.67	\$97,071.72	\$49.00	\$101,918.04	\$51.45	\$107,013.96	\$54.02	\$112,359.48
R23	\$42.33	\$88,044.72	\$44.44	\$92,433.48	\$46.67	\$97,071.72	\$49.00	\$101,918.04	\$51.45	\$107,013.96	\$54.03	\$112,380.24	\$56.72	\$117,975.36

Longevity Pay:

Effective: 7/1/17 (8% increase)
Board Approved: 7/19/17

Add 2.5%: After 6 years of service
Add 5%: After 8 years of service
Add 7.5%: After 11 years of service

Add 10%: After 15 years of service
Add \$5,000 bonus at the beginning of the 30th yr of service

Solano Community College District
2017-2018
California School Employees Association Salary Schedule (0717A)
(With 5% Professional Growth - CS & C2)

RANGE	STEP 1		STEP 2		STEP 3		STEP 4		STEP 5		STEP 6		STEP 7	
	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual
R1	\$13.41	\$27,892.32	\$13.98	\$29,077.80	\$14.61	\$30,388.20	\$15.21	\$31,636.20	\$15.87	\$33,009.00	\$16.55	\$34,423.32	\$17.22	\$35,816.88
R2	\$13.98	\$29,077.80	\$14.61	\$30,388.20	\$15.21	\$31,636.20	\$15.87	\$33,009.00	\$16.55	\$34,423.32	\$17.25	\$35,879.28	\$17.99	\$37,418.52
R3	\$14.61	\$30,388.20	\$15.21	\$31,636.20	\$15.87	\$33,009.00	\$16.55	\$34,423.32	\$17.25	\$35,879.28	\$18.00	\$37,439.28	\$18.80	\$39,103.20
R4	\$15.21	\$31,636.20	\$15.87	\$33,009.00	\$16.55	\$34,423.32	\$17.25	\$35,879.28	\$18.00	\$37,439.28	\$18.78	\$39,061.68	\$19.58	\$40,725.60
R5	\$15.87	\$33,009.00	\$16.55	\$34,423.32	\$17.25	\$35,879.28	\$18.00	\$37,439.28	\$18.78	\$39,061.68	\$19.66	\$40,892.04	\$20.57	\$42,784.80
R6	\$16.55	\$34,423.32	\$17.25	\$35,879.28	\$18.00	\$37,439.28	\$18.78	\$39,061.68	\$19.66	\$40,892.04	\$20.52	\$42,680.76	\$21.44	\$44,594.40
R7	\$17.25	\$35,879.28	\$18.00	\$37,439.28	\$18.78	\$39,061.68	\$19.66	\$40,892.04	\$20.52	\$42,680.76	\$21.43	\$44,573.52	\$22.39	\$46,570.32
R8	\$18.00	\$37,439.28	\$18.78	\$39,061.68	\$19.66	\$40,892.04	\$20.52	\$42,680.76	\$21.43	\$44,573.52	\$22.38	\$46,549.56	\$23.36	\$48,587.88
R9	\$18.78	\$39,061.68	\$19.66	\$40,892.04	\$20.52	\$42,680.76	\$21.43	\$44,573.52	\$22.38	\$46,549.56	\$23.41	\$48,691.92	\$24.51	\$50,979.84
R10	\$19.66	\$40,892.04	\$20.52	\$42,680.76	\$21.43	\$44,573.52	\$22.38	\$46,549.56	\$23.41	\$48,691.92	\$24.43	\$50,813.40	\$25.48	\$52,997.40
R11	\$20.52	\$42,680.76	\$21.43	\$44,573.52	\$22.38	\$46,549.56	\$23.41	\$48,691.92	\$24.43	\$50,813.40	\$25.55	\$53,142.96	\$26.73	\$55,597.32
R12	\$21.43	\$44,573.52	\$22.38	\$46,549.56	\$23.41	\$48,691.92	\$24.43	\$50,813.40	\$25.55	\$53,142.96	\$26.71	\$55,555.68	\$27.92	\$58,072.44
R13	\$22.38	\$46,549.56	\$23.41	\$48,691.92	\$24.43	\$50,813.40	\$25.55	\$53,142.96	\$26.71	\$55,555.68	\$27.95	\$58,134.84	\$29.28	\$60,901.20
R14	\$23.41	\$48,691.92	\$24.43	\$50,813.40	\$25.55	\$53,142.96	\$26.71	\$55,555.68	\$27.95	\$58,134.84	\$29.28	\$60,901.20	\$30.65	\$63,750.72
R15	\$24.43	\$50,813.40	\$25.55	\$53,142.96	\$26.71	\$55,555.68	\$27.95	\$58,134.84	\$29.28	\$60,901.20	\$30.60	\$63,646.80	\$31.99	\$66,537.96
R16	\$25.55	\$53,142.96	\$26.71	\$55,555.68	\$27.95	\$58,134.84	\$29.28	\$60,901.20	\$30.60	\$63,646.80	\$32.05	\$66,662.76	\$33.56	\$69,803.40
R17	\$26.71	\$55,555.68	\$27.95	\$58,134.84	\$29.28	\$60,901.20	\$30.60	\$63,646.80	\$32.05	\$66,662.76	\$33.52	\$69,720.24	\$35.07	\$72,944.16
R18	\$27.95	\$58,134.84	\$29.28	\$60,901.20	\$30.60	\$63,646.80	\$32.05	\$66,662.76	\$33.52	\$69,720.24	\$35.14	\$73,089.84	\$36.87	\$76,688.16
R19	\$29.28	\$60,901.20	\$30.60	\$63,646.80	\$32.05	\$66,662.76	\$33.52	\$69,720.24	\$35.14	\$73,089.84	\$36.81	\$76,563.36	\$38.50	\$80,078.52
R20	\$32.05	\$66,662.76	\$33.52	\$69,720.24	\$35.21	\$73,235.40	\$36.98	\$76,916.88	\$38.83	\$80,764.80	\$40.75	\$84,758.40	\$42.81	\$89,043.12
R21	\$35.04	\$72,881.76	\$36.80	\$76,542.48	\$38.62	\$80,328.00	\$40.54	\$84,321.60	\$42.60	\$88,606.32	\$44.71	\$92,994.96	\$46.95	\$97,654.08
R22	\$38.40	\$79,870.44	\$40.31	\$83,843.16	\$42.33	\$88,044.72	\$44.44	\$92,433.48	\$46.67	\$97,071.72	\$49.00	\$101,918.04	\$51.45	\$107,013.96
R23	\$40.31	\$83,843.16	\$42.33	\$88,044.72	\$44.44	\$92,433.48	\$46.67	\$97,071.72	\$49.00	\$101,918.04	\$51.45	\$107,013.96	\$54.02	\$112,359.48

Longevity Pay:

Effective: 7/1/17 (8% increase)	Add 2.50%:	After 6 years of service	Add 10%:	After 15 years of service
Board Approved: 7/19/17	Add 5%:	After 8 years of service	Add \$5000 bonus at the beginning of the 30th year of service	
	Add 7.5%:	After 11 years of service		

**Solano Community College District
2017-2018
Salary Ranges for CSEA Classified Positions**

Title	Range	Annual Salary	
Accountant	19	\$58,000.93	\$76,263.81
Accounting Specialist I	12	\$42,456.14	\$55,305.30
Accounting Specialist II	14	\$46,387.27	\$60,719.02
Administrative Assistant I	10	\$38,929.36	\$50,475.64
Administrative Assistant II	11	\$40,659.06	\$52,946.63
Administrative Assistant III	13	\$44,320.62	\$58,000.93
Administrative Assistant IV	14	\$46,387.27	\$60,719.02
Admissions & Records Analyst	15	\$48,386.53	\$63,369.73
Aeronautics Lab Technician	12	\$42,456.14	\$55,305.30
Alternate Media Specialist	16	\$50,610.42	\$66,469.70
Art Lab Technician	14	\$46,387.27	\$60,719.02
Assessment Center Specialist	13	\$44,320.62	\$58,000.93
Bookstore Assistant - Shipping/Receiving	10	\$38,929.36	\$50,475.64
Bookstore Assistant - Cashier	11	\$40,659.06	\$52,946.63
Bookstore EvenOpe./Retai & Merch.	12	\$42,456.14	\$55,305.30
Career & Job Place. Coord.	15	\$48,386.53	\$63,369.73
Early Learning Center Prog. Asst. Dir.	16	\$50,610.42	\$66,469.70
Early Learning Center Assistant	11	\$40,659.06	\$52,946.63
Early Learning Center Programs Specialist	14	\$46,387.27	\$60,719.02
Clerical Specialist	10	\$38,929.36	\$50,475.64
Community Services Registration Aide	10	\$38,929.36	\$50,475.64
Community Svcs/Public Info Spec	11	\$40,659.06	\$52,946.63
Computer Lab Tech - MAC	11	\$40,659.06	\$52,946.63
Cook	7	\$34,167.09	\$44,343.08
Cosmetology Lab Assistant	10	\$38,929.36	\$50,475.64
Cosmetology Lab Technician	12	\$42,456.14	\$55,305.30
Curriculum Analyst	15	\$48,386.53	\$63,369.73
Customer Support Technician	13	\$44,320.62	\$58,000.93
Customer Service Representative	13	\$44,320.62	\$58,000.93
Distance Education Technician	13	\$44,320.62	\$58,000.93
DSP Specialist	13	\$44,320.62	\$58,000.93
EOPS/CARE Coordinator	15	\$48,386.53	\$63,369.73
Executive Assistant	15	\$48,386.53	\$63,369.73
Facilities Operations Assistant	14	\$46,387.27	\$60,719.02

Solano Community College District (Cont'd)
2017-2018
Salary Ranges for CSEA Classified Positions

Title	Range	Annual Salary	
Financial Aid Specialist	15	\$48,386.53	\$63,369.73
Financial Aid Specialist (Lead)	15	\$48,386.53	\$63,369.73
Financial Aid Systems Analyst	16	\$50,610.42	\$66,469.70
Graphic Arts Specialist	12	\$42,456.14	\$55,305.30
Information Analyst/Database Administrator (Lead)	23	\$79,857.98	\$107,016.44
Information Analyst	21	\$69,434.89	\$92,999.17
Internship Site Develop	15	\$48,386.53	\$63,369.73
Instructional Lab Assistant II	11	\$40,659.06	\$52,946.63
Instructional Assistant I	10	\$38,929.36	\$50,475.64
Instructional Lab Assistant I	9	\$37,199.67	\$48,543.77
Learning Resources Technician I	11	\$40,659.06	\$52,946.63
Learning Resources Technician II	14	\$46,387.27	\$60,719.02
Math Activities Center Lab Technician (Lead)	15	\$48,386.53	\$63,369.73
Occupational Ed Assistant	10	\$38,929.36	\$50,475.64
Payroll Analyst-Lead	20	\$63,482.04	\$84,799.97
Payroll Specialist	15	\$48,386.53	\$63,369.73
Payroll Technician	13	\$44,320.62	\$58,000.93
Photography Lab Technician	14	\$46,387.27	\$60,719.02
Purchasing Tech/Buyer	14	\$46,387.27	\$60,719.02
Reading/Writing Lab Technician	14	\$46,387.27	\$60,719.02
Principal Research & Data Analyst	20	\$63,482.04	\$84,799.97
Research Analyst -Research & Planning	15	\$48,386.53	\$63,369.73
Scheduling Specialist	13	\$44,320.62	\$58,000.93
Senior Accountant	21	\$69,434.89	\$92,999.17
Senior Information Reporter	20	\$63,482.04	\$84,799.97
Student Affairs Specialist	15	\$48,386.53	\$63,369.73
Student Services Assistant I	10	\$38,929.36	\$50,475.64
Student Services Assistant II	13	\$44,320.62	\$58,000.93
Student Services Generalist	13	\$44,320.62	\$58,000.93
Switchboard Operator/Reception	9	\$37,199.67	\$48,543.77
Technology Specialist	17	\$52,901.70	\$69,457.35
Technology Specialist (Lead)	21	\$69,434.89	\$92,999.17
Tutoring Center Specialist	13	\$44,320.62	\$58,000.93
TV/Cinematography Lab Tech	13	\$44,320.62	\$58,000.93
Veterans Affairs Coordinator	15	\$48,386.53	\$63,369.73
Webmaster	20	\$63,482.04	\$84,799.97

*Subject to audit, and, if necessary, correction to meet intent of negotiations.

APPENDIX D

MEDICAL INSURANCE

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

Medical Insurance Plans – CalPERS Health Program

BLUE SHIELD ACCESS+ or PERS CHOICE or KAISER (rates effective 1/1/17-12/31/17) – Bay Area Monthly Premiums

EMPLOYEE GROUP	PLAN	REGION	EE ONLY	EE + 1 DEP	EE + FAMILY
CSEA	ANTHEM - Traditional HMO	Bay Area	990.05	1,980.10	2,574.13
CSEA	ANTHEM - Traditional HMO	Sacramento	1,286.41	2,572.82	3,344.67
CSEA	Blue Shield Access	Bay Area	1,024.85	2,049.70	2,664.61
CSEA	Blue Shield Access	Sacramento	859.42	1,718.84	2,234.49
CSEA	Kaiser	Bay Area	733.39	1,466.78	1,906.81
CSEA	Kaiser	Sacramento	690.56	1,381.12	1,795.46
CSEA	PERS Choice	Bay Area	830.30	1,660.60	2,158.78
CSEA	PERS Choice	Sacramento	723.47	1,446.94	1,881.02
CSEA	PERSCare	Bay Area	932.39	1,864.78	2,424.21
CSEA	PERSCare	Sacramento	812.40	1,624.80	2,112.24
CSEA	United Health Care	Bay Area	1,062.26	2,124.52	2,761.88
CSEA	United Health Care	Sacramento	756.78	1,513.56	1,513.56

VISION PLAN

Vision Service Plan - Group Number 012221275-0005 (rates effective 7/1/17 – 6/30/18)

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

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

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

	Month	Annual
Employee and family	\$ 23.91	\$ 286.92

DENTAL PLAN

Delta Dental Plan of California - Group Number 7004-0010

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

Delta Dental Plan Of California - (rates effective 7/1/17)

web site: www.deltadental.com

	Month	Annual
Employee and family	\$114.61	\$1,375.32

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

<u>Retiree Benefits:</u>	<u>Monthly</u>	<u>Annual</u>
Employee and spouse	\$ 93.57	\$ 1,122.84

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

PROFESSIONAL GROWTH

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

CLASSIFIED PROFESSIONAL GROWTH GUIDELINES

Degree Related: Counselor approved program.

Job Related: Enhancement or upgrading of job skills and abilities.

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

Required Verification:

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

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

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

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

Job Performance Instruction and Information

The overall goal of evaluating the job performance of the employees is the improvement of services in support of the educational program of the District. The purpose of the employee evaluation is to reflect the unit member's proficiency in the job, promotes self-improvement, identify areas in which the individual is performing satisfactorily, identify areas of improvement if necessary, and to identify goals and objectives for the ensuing year.

To indicate the rating on any factor. An "x" is placed in the appropriate column. Please note the definitions of the appropriate rating are listed below.

If "Needs to Improve" or "Unacceptable" is checked, documentation MUST be attached.

If overall rating is "Needs to Improve" or one factor is "Unacceptable", documentation of performance assessments as well as meeting with the employee to develop a plan for improvement MUST be included. Employee may have CSEA representation if the employee feels it is necessary.

If "Commendable" is checked, please comment on why you have given this rating.

The employee may have at least forty-eight (48) hours to review his/her Evaluation prior to signing.

If the employee refuses to sign, the supervisor must indicate on the evaluation form where indicated.

Definition of Ratings

<u>Commendable</u>	The employee's work consistently and significantly exceeds the standard for this position.
<u>Competent</u>	The employee's work is definitely and consistently satisfactory.
<u>Needs to Improve</u>	The performance of the job is somewhat inadequate to reach the standard required of a competent, permanent employee by the end of the probationary period. Greater effort or training is needed.
<u>Unacceptable</u>	The performance on the job is very inadequate. Special training, reassignment, or separation may be advisable.

This document must be sent to employee and supervisor.

CSEA Contract 2017-2020

APPENDIX I

Solano Community College		Job Performance Review			
Permanent: <input type="checkbox"/> Date _____	Probationary: <input type="checkbox"/> 3mo _____ 6mo _____ 9mo _____				
Hire Date _____	Date		Date		Date
Last _____		First _____		M.I. _____	SCCID# _____
Job Title _____		Dept. _____		Sup. _____	
<p>This performance evaluation is made to assist employees in their efforts to do a good job. Conclusions based upon this employee's work performance during the period covered by this report are summarized below. This report will be instrumental in determining the permanent status of an employee, IF probationary. The copy the employee receives is an exact duplicate of the copies filed. PLEASE READ THE INSTRUCTIONS ON THE BACK BEFORE COMPLETING.</p>					

Qualification Factors
Check (x) only those that apply to employees position

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PLEASE NOTE:

- 1) If "Needs Improvement" or "Unacceptable" is checked, please attach documentation with details
- 2) If overall rating is "Needs Improvement" or one factor is "Unacceptable", then documentation of performance assessments along with plans to meet with the employer for improvement goals must be attached.
- 3) If "Competent" is checked, please comment on why this rating was given.
- 4) Employee has 48 business hours to review this Evaluation before signing.

Check box if employee is probationary and recommended to permanent status. If permanent, just sign.

Supervisor _____ Title _____ Date _____

- I have seen this evaluation, reviewed it with my supervisor, and agree with the conclusion.
- I have seen this evaluation, reviewed it with my supervisor, and DO NOT agree with the conclusion.
- I would like to discuss this evaluation with Human Resources and my CSEA representative.
- Employee refused to sign. Supervisor signature required _____

Employee Signature _____ Date _____

Solano Community College District
Employee Request/Authorization for Out of Class Pay/Temporary Reclassification

This section completed by Employee

Name: _____ SCCID# _____ Department _____
(Last, First, M.I.)

Temporary Classification/Job Title Requested: _____

Reason for request: _____

Effective Dates: From: _____ To: _____

Employee Signature _____ Date: _____

Forward signed request to immediate supervisor. Employee must keep a copy.

This section to be completed by immediate supervisor

Recommend Request: YES NO

If yes, Range _____ Step _____ Title _____

Replacement for: _____ (if applicable)

Effective dates From _____ To _____

Supervisor Signature _____ Date: _____

Forward to Human Resources after signing.

This section completed by Human Resources

Approved: YES NO

Reason, if not approved: _____

Effective dates if different from above: From _____ To _____

Budget string _____

V.P. Human Resources/ HR Manager signature _____ Date: _____

Completed copy of this form shall be forwarded to the employee, employee supervisor, and Payroll for processing.

This form is to be used when an employee requests out of classification pay. The request shall be responded to by the immediate supervisor/administrator within ten (10) working days of receipt of this form. An employee required to work out of his/her classification (i.e., perform duties and assume responsibilities in a classification above or different from those in the job description for the employee's regular job classification) for more than five working days within a fifteen (15) calendar day period shall be paid an increased salary for the entire period of out of classification work. Always read your contract.

Solano Community College
Request for Reclassification

Employee Name _____ SCC ID # _____
Current Department _____ Supervisor _____ Date _____
Current Position/Title _____
Number of months worked per year. _____ Number of hours worked per day _____
Length of time at current position yrs _____ mo _____ Length of time with District yrs _____ mo _____)
Proposed Position/Title _____

TO BE COMPLETED BY EMPLOYEE IF EMPLOYEE INITIATED, OR BY SUPERVISOR IF SUPERVISOR INITIATED.

1. In very specific detail, describe the way existing or proposed duties exceed the responsibilities of the current job description or position. (Attach extra sheets if necessary)

Employee or Supervisor Signature _____

Please Print Name here _____ Date _____

APPENDIX L

Request for Reclassification Analysis

Employee Name _____ Date _____
 Current Range _____ Step _____ Current Job Title _____
 Requested Range _____ Step _____ Requested Job Title _____

Below, list the major job duties currently assigned to the employee in order of responsibility (1 being the duty with the most responsibility) and list the percentage of time spent performing each duty daily. Please add additional pages if necessary.

Current Job Duties	% of time	Duties not currently in Job Description
1. 2. 3. 4.	1. 2. 3. 4.	1. 2. 3. 4.

I agree with above request I disagree with above request
 Immediate Supervisor Signature _____ date _____
 Please print name and title _____
 Please forward to Reclassification Review Board.

Reclass Review Board area

I agree with above request I disagree with above request
 CSEA Representatives _____ Date _____
 Please print names _____
 I agree with above request I disagree with above request
 Human Resources Representatives _____ Date _____
 Please print names _____

DEFINITIONS

"**Allocation**" is the placement of a class on a specific salary schedule range or rate.

"**Anniversary date**" is July 1 for all employees.

"**Apprentice**" is a trainee in a professional, technical, or skilled field employed on a temporary basis not to exceed ninety (90) working days in a fiscal year.

"**Bargaining unit seniority**" is secured by hours in paid status in a class or classes included in the bargaining unit, excluding overtime hours.

"**Bumping right**" is the right of an employee, under certain conditions, to displace an employee with less seniority in a class.

"**Class**" is any group of positions sufficiently similar in duties, responsibilities, and authority that the same job title, minimum qualifications, and salary range are appropriate for all positions in a class.

"**Class description**" is the description of the duties, responsibilities, minimum qualifications, and authority of positions in a class.

"**Classification**" is the act of placing a position in a class and shall be construed to mean that each position in the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a statement of the specific duties required to be performed in each such position, and the regular monthly salary range for each such position.

"**Conditional status**" is accorded to a Regular employee who has been promoted to a higher classification. Such status shall be six (6) months in duration. A unit member who receives a promotion to a higher position shall have return rights to the former position if the six-month conditional evaluation is not satisfactory or the employee may elect to return to their previous position. This may result in the bumping, displacement, or layoff of the unit member with less seniority in the current position.

"**Demotion**" is a change in assignment of an employee from a position in one class to a position in another class that is allocated to a lower maximum salary rate.

"**Shift Differential**" is a salary allowance in addition to the basic rate or schedule or hazardous work to acknowledge 20 hours of employment weekly after 4:30.

"**Fiscal year**" is July 1 through June 30.

"Health and welfare benefits" means any form of insurance or similar benefit programs, including, but not limited to, medical, hospitalization, surgical, prescription drug, dental, optical, psychiatric, life, disability, prepaid legal, or income protection insurance, or annuity programs.

"Hire date seniority" is secured by hours in paid status from the first day in paid status (excluding overtime hours).

"Incumbent" is an employee assigned to a position and who is currently serving in or on leave from the position.

"Industrial accident or illness" is an injury or illness arising out of or in the course of employment with the District.

"Involuntary demotion" is a demotion without the employee's voluntary written consent.

"Lateral transfer" is a voluntary transfer to a position of the same class.

"Leave and transfer policies" means any policy concerning any form of employee leave or transfer, including, but not limited to, sick leave, vacations, personal leave, industrial accident or illness leave, holidays, training leave, or transfer of an employee from one site to another.

"Minimum qualifications" are qualifications mandated for the position and which must be possessed by an employee before he/she can be considered for employment. An employee of the District shall automatically be deemed to possess the minimum job qualifications of an open position when their current job description (or one that the employee holds seniority in) requires those same qualifications (without testing).

"Notice": Whenever notice is required under this Agreement, and no form of notice is otherwise designated, written or email notification to the District shall be delivered to the Office of the Superintendent/President or by First Class Mail notice to the Office of the Superintendent/President, and notice to CSEA shall be written or email notification personally delivered to the President of the local chapter or First Class Mail notice directed to CSEA Chapter #211, Solano Community College, 4000 Suisun Valley Road, Fairfield, California, 94534-3197.

"Regular employee" is a regular employee who successfully completes an initial probationary period.

"Probationary employee" is a regular employee who will become regular upon completion of nine (9) months of satisfactory employment (see 7.25). Nothing shall prohibit a probationary employee from applying for a transfer or promotion.

Probationary period is nine (9) months. The union and the district may grant an extension of up to three (3) months if additional evaluating time is agreed to be necessary (see Article 5.2) through mutual agreement.

Professional expert is an employee hired on a temporary basis for a specific project for not more than ninety (90) working days in a fiscal year.

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

Reallocation is movement of an entire class from one salary range or rate to another salary range or rate.

Reclassification is the upgrading of a position to a higher class as a result of the increase of the duties and/or responsibilities being performed by the incumbent in such position.

Re-employment is the return to duty of an employee who has been placed on a re-employment list.

Re-employment list is a list of names of persons who have been laid off for lack of work or lack of funds, or exhaustion of sick leave, industrial accident or illness, or other leave privileges, and who are eligible for re-employment without examination in their former class for a period of thirty-nine (39) months. Said list arranged in order of their right to re-employment.

Regular employee is an employee, whether Regular, probationary, full-time, or part-time, who is not a restricted, substitute, short-term, apprentice, professional expert or student employee.

Restricted employee is a regular employee in a special category as described in the Education Code Section 88005.

Retired employee is one who has retired for service or disability and who is eligible for or is receiving a retirement allowance from the Public Employees Retirement System or California State Retirement System.

Safety conditions of employment means any work-related condition affecting the health, safety, or welfare of the employee.

Salary rate is a specific amount of money paid for a specific period of service.

Salary schedule is a series of salary steps and ranges which comprise the rates of pay for all classes.

Salary step is one of the salary levels within the range of rates for a class.

Seniority in class is secured by regular assigned hours in paid status in a class excluding overtime hours (not including out of class hours).

Short-term employee is a person hired for a specific temporary project of limited duration which, when completed, shall no longer be required.

Substitute employee (temporary absence) is a person hired to perform the duties of a position in the temporary absence of the employee who is regularly assigned to that position.

Substitute employee (vacancy) is a person hired to perform the duties of a position that has been vacated by the employee regularly assigned to that position. A substitute hired to fill a vacancy is limited to sixty (60) calendar days. An extension must be approved by the Association.

Uniforms are any clothing of a particular color, design, pattern or style required to be worn by the District.

Voluntary demotion is a demotion agreed to in writing by the employee and the District.

Working hours are all hours in paid status.

