CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER # 472 AND IMPERIAL COMMUNITY COLLEGE DISTRICT

Collective Bargaining Agreement

July 1, 2017 – June 30, 2020

AGREEMENT

Between

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
CHAPTER 472

And

IMPERIAL COMMUNITY COLLEGE DISTRICT

July 1, 2017 - June 30, 2020

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EXHIBIT A VOLUNTARY RECOGNITION AGREEMENT
EXHIBIT A1 RECOGNITION AGREEMENT (CAMPUS SAFETY OFFICER & PARKING CONTROL ATTENDENT STUDENT WORKERS)
EXHIBIT B1 CLASSIFIED POSITIONS BY SALARY RANGE
EXHIBIT B2 CLASSIFIED SALARY SCHEDULE
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EXHIBIT F NEW HIRE ORIENTATION ACCESS AND BARGAINING UNIT INFORMATION

ARTICLE 1 RECOGNITION

The Board of Trustees of the Imperial Community College District, hereinafter referred to as the "Board" or "District," hereby recognizes the California School Employees Association and its Imperial Valley College Chapter 472, hereinafter referred to as the "Association" or "CSEA," as the sole and exclusive representative of those classified positions listed in the Recognition Agreement, executed and attached hereto as EXHIBIT A, as well as all Campus Safety Officer and Parking Control Attendant student worker positions as attached hereto as Exhibit A1.

Bargaining Unit Placement
For any current confidential positions that are vacated, the District agrees to meet with the Association to discuss the return of the position to the bargaining unit.

The Association recognizes the Board as the duly elected representative of the people and agrees to negotiate only with the Board's representatives officially designated by the Board to act in its behalf. CSEA further agrees that neither it nor any of its members or agents will attempt to negotiate privately or individually with the Board, any Board member, administrator or other person or persons not officially designated by the Board as its representative for the purposes of negotiations.

ARTICLE 2 EQUAL EMPLOYMENT OPPORTUNITY/DIVERSITY, TITLE IX EMPLOYER

The Imperial Community College District is an equal employment opportunity, Title IX employer. (See District Equal Employment Opportunity Policy and Title IX Policy for complete program.)

ARTICLE 3 ASSOCIATION RIGHTS

3.1 Use of Buildings, Equipment, Facilities, Materials

Upon advance request, and depending upon availability, the Association shall have the right to use, without charge, institutional equipment, facilities and buildings at reasonable times. However, use of such equipment, buildings and facilities for instructional purposes shall take priority. The Association shall reimburse the District, at District cost, for use of materials.

3.2 Communication and Distribution of Organizational Materials

The Association shall have the right to use, without charge, designated bulletin boards, mailboxes, the College website as approved by the Superintendent/President, the College mail, e-mail, and voice mail systems, and other District means of electronic communications for the posting or transmission of information or notices concerning Association matters. Only those organizational materials officially authorized by the Association Chapter President shall be placed in mailboxes or posted. The Association agrees to provide to the Superintendent a courtesy copy of each organizational material at the time it is posted or distributed.

3.3 Access

Association representatives shall have the right of access to areas in which employees work. Association representatives may engage in recruiting activities and conduct official Association business including representation in grievance procedure matters on District property. Within thirty (30) calendar days of ratification of this Agreement by both parties, the Association shall provide the District with the names, titles, addresses, and telephone numbers of Association representatives.

3.4 Parking

A campus parking identification card or sticker shall be provided to the designated local representative of the Association.

3.5 Requests for Information

In order to fulfill its responsibilities as the exclusive representative of classified employees, the Association will be provided upon request two (2) copies of any current published District report including the tentative and adopted budgets, public records, and other materials pertaining to matters of collective bargaining.

3.6 Personnel Files

The Association shall have the right to review the personnel files of bargaining unit members under the same terms and conditions described in the EMPLOYEE RIGHTS article of this Agreement, and upon the written authorization of the member or when the member accompanies the Association representative.

3.7 Rosters

The names, addresses and telephone numbers of unit members as provided to the District by unit members themselves shall be provided to the Association within thirty (30) calendar days of the beginning of each fall semester. Bargaining unit members may request in writing that their addresses and telephone numbers not be included on the bargaining unit roster.

3.8 Agency Shop

3.8.1 Check Off

CSEA shall have the sole and exclusive right to have membership dues 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 fifteen (15) days of the deduction all sums so deducted.

3.8.2 Dues Deductions

The District shall deduct, in accordance with the CSEA dues and service fee schedule, 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.

The District shall deduct dues, in accordance with the dues and service fee schedule, 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.

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

3.8.3 Service Fee

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.

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, as a condition of continued employment, 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 done in accordance with the CSEA service fee schedule. Failure on the part of the employee to comply with this provision shall be cause for termination.

However, nothing contained herein shall prohibit an employee from paying service fees directly to CSEA, in accordance with CSEA procedures.

In the event that an employee revokes a dues or service fee authorization or fails to make arrangements with CSEA for the direct payment of service fees, the District shall deduct service fees until such time as CSEA notifies the District that arrangements have been made for the payment of such fees.

3.8.4 Religious Objection

Any employee covered by this agreement who is a member of a religious body whose traditional tenets include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership in or financially support any employee organization as a condition of employment, except that once such employee has submitted evidence to CSEA which proves that he/she sincerely holds such beliefs will be required, in lieu of a service fee, to pay sums equal to such service fee either to a non-religious, non-labor organization, charitable fund exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code, chosen by such employee including from the following list:

1. Imperial Valley Food Bank
2. Center for Family Solutions
3. Boys and Girls Club of Imperial Valley

3.8.5 Deduction and Payment of Charitable Contributions

Any employee who belongs to a religious body described herein shall, within thirty (30) days of the date of this agreement or their employment, present proof to CSEA that they are a member of such religious body and shall execute a written authorization for the payroll deduction in an amount equal to the service fee payable to one of the three (3) organizations listed in Section 3.8.4 of this agreement, or in the alternative, such employee shall provide proof to the District that such payments have been made on an annual basis as a condition of continued exemption from the requirement of financial support to the exclusive representative. If such employee who holds conscientious objections pursuant to this section requests the employee organization to use the grievance procedure or arbitration procedure on the employee's behalf, the employee organization is authorized to charge the employee for the reasonable cost of using such procedure.

3.9 Distribution of Agreement

The District agrees to post an electronic copy of the CBA on the website and furnish 30 copies of the CBA (contract) for the association within 45 days of ratification.

3.10 Released Time

The Association Chapter President and/or his designee and Association representatives shall be granted reasonable release time for such matters as administration of this Agreement, "problem solving" sessions, negotiations, and/or other occasions agreed upon by the Association and the District.

Also, the District agrees to grant released time and to pay for the travel and meals, at current District rates, for three (3) Association representatives to attend the statewide annual CSEA conference. Finally, the District agrees to pay for the lodging of two (2) Association representatives during their attendance at the annual CSEA conference.

3.10.1 Released Time for Attendance at Governance and Ad Hoc Presidential Committee Meetings

Members will be released whenever feasible to attend meetings of governance and ad hoc committees to which they are appointed by CSEA at the request of the Superintendent/President of the College.

3.11 Lounge Area

A lounge area for the use of classified employees during rest and lunch periods shall be provided by the District. In the event any group other than the Association desires to use the lounge area for an exclusive event, a facility request form must be submitted and it must bear an approved signature by the President of CSEA or his/her designee.

3.12 Statewide CSEA Committees

For those unit members who serve on statewide CSEA committees, the District agrees to provide up to and including a total of ten (10) work days per year of released time for attendance at such meetings.

3.13 Orientation & Contact Information

New hire orientation access and bargaining unit information will be provided pursuant to Exhibit F.

ARTICLE 4 EMPLOYEE RIGHTS

4.1 General

The District and the Association recognize the rights of employees to form, join, and participate in lawful activities of employee organizations and the equal alternative rights of employees to refuse to form, join, and participate in such activities.

4.2 Personnel Files

The personnel file of each member of the bargaining unit shall be maintained by the Human Resources Office. Every employee shall have the right to inspect materials in their personnel record upon request. Employees may request copies of only those documents they have signed. However, every employee may inspect their entire personnel record except as outlined below. Such review shall take place during the normal business hours of the District, and the employee shall be released from duty for this purpose.

Materials in the file which may serve as a basis for affecting the status of employment are to be made available for the inspection of the person involved. However, such material is not to include ratings, reports, or records which (1) were obtained prior to the employment of the person involved or (2) were prepared by identifiable examination committee members.

Information of a derogatory nature, except material described in the second paragraph directly above, shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. Employees shall have the right to enter, and have attached to any such derogatory statement, their own comments thereon.

4.3 Parking

The District agrees to provide, at no cost to the employee, parking spaces for those motor vehicles of employees which display the proper parking authorization.

4.4 Non-Discrimination

The District shall not discriminate in any manner nor shall reprisals of any kind be taken because of employee involvement in protected CSEA activities.

4.5 Classified as Part-Time Faculty

Unit members are permitted to work as part-time faculty members and shall be paid at the standard part-time faculty hourly rate. Work as a part-time faculty member shall not interfere with or be performed during the unit members' classified work schedule unless pre-approved by their supervisor (i.e. shift change).

ARTICLE 5 DISTRICT RIGHTS

5.1 General

It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included but not limited to those duties and powers are the exclusive right to do the following: to determine its organization; to direct the work of its employees; to determine the times and business hours of operation; to determine the kinds and levels of service to be provided and the methods and means of providing them; to establish its educational policies, goals and objectives; to ensure the rights and educational opportunities of students; to determine staffing patterns; to determine the number and kinds of personnel required; to maintain the efficiency of District operations; to determine the curriculum; to build, move or modify facilities; to establish budget procedures and to determine budgetary allocations; to determine the methods of raising revenue; and to take action on any matter in the event of an emergency.

In addition, the Board retains the right to hire, classify, assign, transfer, evaluate, terminate, and discipline employees. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, and 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 are in conformance with law.

Nothing in this article shall be construed as limiting the rights of either party otherwise retained under the provisions of the Educational Employment Relations Act (EERA).

5.2 Exceptions

In the event of a natural or man-made disaster, the District retains its rights to amend or modify policies and practices referred to in this Agreement for the duration of the emergency. Emergency is defined as a natural or man-made disaster or other dire interruption of the District's programs. The determination of whether or not an emergency exists is solely within the discretion of the District.

5.3 Officers and Committee Chairs

CSEA shall provide to the District every year no later than the end of August, a roster of all CSEA members who are designated to serve on shared governance committees.

ARTICLE 6 EMPLOYMENT

The Board of Trustees shall employ persons for positions that are not academic positions. The Board shall classify all such employees and positions. The employees and positions shall be known as the classified service.

6.1 Pre-employment Reclassification

Prior to commencing the employment process for a position whose classification specification changes, and prior to declaring a classification as "vacant and not open", a committee composed of two (2) classified employees, appointed by CSEA, and two (2) administrators, or one (1) administrator and one (1) department head, will meet to review the classification specification and salary range placement of the classification, and to recommend whether the position will be "vacant and open" or "vacant and not open" for recruitment.

6.2 Employment Activities

After a vacant position has been opened for recruitment, a "Notice of Vacant Position" will be emailed to the campus identifying the position that is vacant, the salary and number of work hours, and a web link to the job description which includes the minimum qualifications for the position. The "Notice of Vacant Position" shall be posted and remain posted for at least five (5) work days. **(Also see Article 16, Transfer and Reassignment.)**

When the recruitment process to fill a CSEA represented position has been completed, a formal screening committee shall meet to screen applications and identify and interview applicants. This committee, inasmuch as possible, should have a diverse composition and be structured as follows.

1. Four (4) or six (6) members.
2. At least one of the members of the committee must be a classified employee from the specific work area, or with similar job classifications, as the vacant position.
3. Either the direct supervisor or administrator from the specific work area.
4. At least one of the members of the committee must be of an ethnic minority.
5. At least one of the members of the committee must be of the female gender.

The screening committee may be a mixture, when appropriate, of administrative, academic, classified, student, and community members. The screening committee will recommend a slate of final candidate(s) which shall be submitted to the Human Resources Office.

6.3 Probationary Period

Newly appointed employees, or permanent employees who change classifications through the employment process, shall serve a probationary period of six (6) calendar months but can be extended with mutual agreement not to exceed 12 months. In the case of an extension, the employee would be allotted an additional evaluation. Probationary employees shall be evaluated at least once during their probationary period.
If at any time during the period of probation a probationary employee resigns, abandons the position, or is terminated, a replacement shall be selected from among those who originally

applied for the position and had been interviewed if in the opinion of the supervisor there were other qualified candidates.

6.4 Permanent Employee

A person who has completed a probationary period is termed a permanent employee of the classified service.

6.5 Probationary Period After Classification Change Through Hiring Process

A permanent classified employee of the classified service who changes classifications through the employment process must complete the probationary period in the new classification. An employee who is unable to successfully complete the probationary period shall be returned to his/her former position, at the same salary range and step as the former position, without a loss in status or benefits.

6.6 Part-Time Employment

A part-time employee has a work schedule of fewer than eight (8) hours per day or less than forty (40) hours per week. The leave and benefits earned for less than full-time service shall be prorated using the relationship of the number of hours of part-time service to those of full-time service.

6.7 Nine (9) Month Employee

A nine (9) month employee begins the work period five (5) work days prior to the first day of classes for the fall semester and works through the last service day of the academic year providing that the employee attains at least a minimum service status of nine (9) full months. These employees are paid at the established hourly rate for their classification. Any nine (9) month employee not assigned regular pre-opening day duties will receive temporary assignment through the Human Resources Office.

Any nine (9) month employee not eligible for vacation and without sufficient compensatory time to cover non-service days between the Fall and Spring semesters will receive temporary assignment through the Human Resources Office if the campus is open for a normal work day.

6.8 Ten (10) Month Employee

A ten (10) month employee serves ten (10) of the twelve (12) calendar months of the year. Beginning and ending service dates are made by special arrangement and total service time shall not exceed ten (10) months. Any ten (10) month employee without accrued vacation or compensatory time to cover non-service between the fall and spring semesters will receive temporary assignment through the Human Resources Office if the campus is open for a normal work day.

6.9 Eleven (11) Month Employee

An eleven (11) month employee serves eleven (11) of the twelve (12) calendar months of the year. Beginning and ending service dates are made by special arrangement and total service time shall not exceed eleven (11) months. Any eleven (11) month employee without accrued vacation or compensatory time to cover non-service between the fall and spring semesters will receive

temporary assignment through the Human Resources Office if the campus is open for a normal work day.

6.10 Twelve (12) Month Employee

Twelve (12) month employees with three or less years of service will be offered temporary assignment through the Human Resources Offices to fulfill their one-year contract when accrued vacation is insufficient to cover non-service days.

6.11 Assignments at Times Other Than Regular Academic Year

For the purposes of this section every classified employee shall be deemed to be employed for twelve (12) months during each school year regardless of the number of months in which he/she is normally in paid status. Any community college district which, in any school year, maintains school sessions at times other than during the regular August - June academic year shall assign for service during such times regular classified employees of the district. When it is necessary to assign classified employees not regularly so assigned to serve between the end of one academic year and the commencement of another year, such assignment shall be made on the basis of qualifications for employment in each classification of service which is required. No classified employee whose regular yearly assignment for service excludes all, or any part of, the period between the end of the academic year in June to the beginning of the next academic year in August, shall be required to perform services during such period. A classified employee shall, for service performed as herein provided, receive, on a pro rata basis, not less than the compensation and benefits which are applicable to that classification during the regular academic year. Education Code Section 88002.

During the spring semester, the Human Resources Office will accept requests for summer employment from all less-than-twelve (12) month employees. Eligible employees may submit a written request for summer employment to Human Resources between the first (1st) day of April and the fifteenth (15) day of May of each year. Consideration for available positions will be based upon related job skills and rotation by seniority. The classified employees will have the right of first refusal for summer employment.

Employees wishing to change from one shift to another vacant shift within the same classification and job title shall submit the request in writing. Seniority will be utilized to fill the vacant shift, except when a bona fide occupational qualification exists (i.e., a female Custodian required for the women's locker room).

6.12 Reinstatement of Permanent Employees After Resignation

Any permanent classified employee who voluntarily resigns from his/her permanent classified position may be reinstated or re-employed by the governing board of the District, within thirty-nine (39) months after his/her last day of paid service and without further competitive examination, to a position in his/her former classification as a permanent or limited-term employee, or as a permanent or limited-term employee in a related lower class or a lower class in which the employee formerly had permanent status.

6.13 Union Representatives

No later than February 15 of each school year, CSEA shall formally notify the District any changes in the identity of the CSEA's negotiation team and Union Stewards and two alternates who shall act on behalf of the Union and employees with reference to matters covered by this contract.

ARTICLE 7 PERFORMANCE EVALUATIONS

7.1 Evaluation Period

Performance evaluations are required for employees as follows:

1. Probationary employees shall be formally evaluated at the end of the third month of employment and thereafter in the discretion of the supervisor.

2. New permanent employees shall be evaluated during the months of February - April of their second year of employment and biennially thereafter.

3. Evaluations for permanent employees shall be conducted during the months of February, March and April. Permanent employees shall review and sign their evaluation forms by April 30 before they are submitted to the Human Resources Office.

7.2 Evaluation Criteria

No performance evaluation shall be made based solely upon hearsay statements. Performance evaluations shall be based on the evaluator's personal observations and knowledge of the employee's job performance. Any negative performance evaluation shall include specific recommendations for improvements and provisions for assisting the employee in implementing any recommendation made. Evaluators will discuss the performance evaluation with the employee being evaluated before it is placed in the employee's personnel record.

7.3 Employee Rights

An employee who has an evaluation mark or comment on the evaluation that is below satisfactory, or that indicates an area of weakness has the right to respond to the evaluation and have it included with the performance evaluation form.

All employees shall be given a copy of their completed and signed performance evaluation by the Human Resources Office before it is placed in their personnel record.

The employee’s performance evaluation shall be discussed with the employee. The employee shall be provided an opportunity to make comments on the ratings and recommendations given by the rating supervisor.

7.4 Documentation

Performance appraisals for classified employees shall be documented using the Electronic Classified Employee Performance Appraisal process.

ARTICLE 8 SALARY

8.1 General

Unit members will be paid according to the salary schedule and regulations attached and included as EXHIBITS B1 and B2.

Effective retroactively to July 1, 2017, the classified salary schedule will be adjusted with a 1.58% across the board salary increase. Effective July 1, 2018 and 2019 the classified salary schedule will be adjusted with an increase equal to COLA for the respective fiscal year.

8.2 New Employee Placement on the Salary Schedule

Initial salary placement of new employees will normally be at step one (1) at the appropriate range based on the position classification.

New hires to a classification who have one (1) or more years of verifiable experience above the minimum qualifications in a comparable classification may be placed at Step 2 on the current salary schedule.

New hires to a classification who have two (2) or more years of verifiable experience above the minimum qualifications in a comparable classification may be placed at Step 3 on the current salary schedule.

On exception, the initial salary placement for new employees may be at one step higher as determined and recommended by the CHRO.

A new employee may request a review of their placement on the salary schedule within four (4) months of their date of hire.

8.3 Step Increases

Either through the employment process based on hire date or a **promotion**, a classified employee will move to the new range or to a step that is at least 3% above the employee's current salary, not the same step held in the previous classification.

All employees hired on or after July 1 but before January 1 shall receive step increases on July 1; employees hired on or after January 1, but before July 1 shall not receive a step increase until July 1 of the following year. All employees, eligible for step increases, shall receive them on July 1.

8.4 Pay Period

All classified employees shall be paid for the calendar month on the last working day of each month

8.5 Off-Schedule

For unit members who are y-rated, the increase shall be off-schedule.

For fiscal year 2017/2018, there will be an off-schedule one-time payment of 1.58% of their FY 17/18 base annual salary paid on June 30, 2018. Y-rated employees who depart from the District prior to June 30, 2018 will be paid out 1.58% of his/her annual salary prorated as of the date of termination. For fiscal year 2018/2019 and 2019/2020, there will be an off-schedule one-time payment equal to COLA for the respective fiscal year.

ARTICLE 9 RECLASSIFICATION OF POSITION AND CLASSIFICATION OF NEW POSITIONS

9.1 Definition

1. "Reclassification" means the modification of a position to a different classification as a result of a change in the responsibilities, duties, training, and/or experience requirements relative to the duties being performed by the incumbent in the position.

2. “Classification” means that each new position in the classified service shall have a designated title, a regular minimum of assigned hours per day, days per week, and months per year, a specific statement of the duties required to be performed by the employees in each such position, and the regular monthly salary ranges for each such position.

9.2 Criteria

When an existing position and/or classification is recommended for reclassification, the request is referred by the immediate supervisor to the appropriate Vice President and then to the Chief Human Resources Officer (CHRO). It is then referred to the Classification/Reclassification Committee. The committee shall review and make recommendations to the CHRO as to the effects of:

1. Appropriate job classification and salary range for all new positions.
2. Reclassification of current positions including recommendation of new job title, salary, and clarifications regarding the content of the classification specification.
3. Any proposed changes of hours and/or months of service.
4. Transfers and reassignments of administrative and/or certificated personnel that result in a transfer or change of a classified employee’s position must be submitted to the Classification/ Reclassification Committee prior to the proposed transfer or change.

9.3 Procedure

Reclassification

Reclassification requests for all positions may be submitted from November 1 through January 31, in order to be effective for the next fiscal year.

If the duties of a particular position change significantly, further analysis will be necessary to determine whether the position should be given another title for a different placement in the salary structure.

Requests for reclassification shall be processed through the Human Resources Office. The Human Resources Office shall develop procedures related to the reclassification process and disseminate new or revised information to all bargaining unit members.

Requests for reclassification may be made by the immediate supervisor or by a permanent employee. If the immediate supervisor denies the reclassification request, the employee has the right to proceed to the next level, i.e. Vice President.

If the appropriate Vice President denies the reclassification request or does not agree with the request, he/she should indicate his/her concerns in writing and forward the request to the (CHRO).

The Classification/Reclassification Committee shall then deliberate on the request and submit a recommendation to the (CHRO) on the following: new job title, new salary range (only for new positions), salary increase, no change in job title, proposed changes of hours and/or months of service, or deny the request.

The CHRO upon receiving the appropriate Vice President's and Classification/Reclassification Committee's recommendations regarding the position will approve or deny the reclassification. The CHRO, prior to approval or denial, may send the decision to the Staffing Committee for review but the Staffing Committee's recommendation shall have no binding effect on the decision of the CHRO. The employee will receive written notification from the Human Resources Office regarding the District's decision for approval or denial of the reclassification.

If the reclassification is recommended for approval by the Classification/Reclassification Committee and denied by the CHRO, the denial may be appealed to the Superintendent/President by employee or CSEA.

If the Superintendent/President denies the reclassification, he/she shall submit in writing his/her decision of denial to the CHRO, who in turn will advise the Chairperson of the Classification/Reclassification Committee. The employee will receive written notification from the Human Resources Office regarding approval or denial of the reclassification.

A denial is grievable under Article 18, Grievance Procedure, of this contract. The Classification/Reclassification Committee Chair may request to discuss the denial with the Superintendent/President and the CHRO.

Reclassified employees will not serve a probationary period and will be placed on the same salary step and/or longevity as held in the previous classification.

Every effort shall be made to process reclassification requests within a thirty (30) work day time frame.

The effective date of reclassification shall be July 1 of the year following the fiscal year in which the request was approved. All reclassifications must receive the approval of the Board of Trustees.

New Job Classifications

Classification requests occur on an ongoing basis.

The Classification/Reclassification Committee shall process classification requests within thirty (30) calendar days.

The Classification/Reclassification Committee shall deliberate on the request and submit a recommendation to the CHRO on the following: new job title, new salary range, salary increase, no change in job title, proposed changes of hours and/or months of service, or deny the request without prejudice to the rights of the association to bargain the matter in accordance with the law.

The parties agree to establish a joint committee of CSEA and Management representatives to review the current Reclassification Article/Process. The parties agree to develop a recommendation of a framework for an updated process to the parties respective bargaining teams no later than the 2018/2019 school year, at which time the parties mutually agree to reopen this article to negotiations.

ARTICLE 10 INSURANCE

10.1 Unit Members

The District agrees to continue paying the cost of medical and prescription insurance for full-time unit members only (and pre-65 retiree members) in the ICSVEBA plan at the Basic plan level. The District shall provide coverage at the Basic plan level (for employee only) with the option to select coverage in Mexico instead of the basic plan without additional cost to the unit member. For those choosing to purchase Comprehensive level coverage for their spouse and~~/or~~ qualified family members, the District will offer an option that covers these costs (at the Basic or Comprehensive level) with a tiered contribution rate from the unit member as follows:

Basic Rate

Contribution Option 1 (Basic Plan)		
Emp Only	$0.00	0
Emp + Child (ren)	$25.00	$300.00
Emp+ Sp	$50.00	$600.00
Emp + Family	$50.00	$600.00

OR

Comprehensive Rate

Contribution Option 2 (Comprehensive Plan)		
Emp Only	$50.00	$600.00
Emp + Child (ren)	$75.00	$900.00
Emp+ Sp	$100.00	$1,200.00
Emp + Family	$100.00	$1,200.00

OR

MEXICO ONLY Rate

Contribution Option 3 (SIMNSA ONLY Plan)		
Emp Only	$0.00	$0.00
Emp + Child (ren)	$0.00	$0.00
Emp+ Sp	$0.00	$0.00
Emp + Family	$0.00	$0.00

OR

COB Rate

Contribution Option 4 (COB Plan)		
Emp Only	$0.00	$0.00
Emp + Child (ren)	$12.50	$150.00
Emp+ Sp	$25.00	$300.00
Emp + Family	$25.00	$300.00

Coverage for unit members less than 12 months or 40 hours per week, will be offered and prorated based on the formula below:

.8 FTE – 1.0 FTE 100%
.7 FTE - .799 FTE 90%
.6 FTE - .699 FTE 80%
.5 FTE - .599 FTE 70%

The District agrees to pay the cost of dental and vision insurance for employees and dependents, coverage is increased as follows:

A. Delta Dental changes
- Annual Plan Maximum of $2,500 for both PPO and Non-PPO (increase from $2000 per year)
- Three (3) cleanings per year.

B. VSP Vision changes
- Yearly eye exam copay $15
- $150 frame or contact lens allowance
- Add $60 copayment for contact lens exam, total allowance will apply toward lenses.

The District will pay for the Employee Assistance Plan and a $50,000 life insurance premium as outlined in the ICSVEBA plan.

The District agrees to pay for the extension of health insurance coverage for eligible spouses and dependents for an additional 6 months upon the death of a unit member.

10.2 Early Retirement Program

Under certain conditions a unit member who has not yet reached sixty-five (65) years of age, however the employee must have obtained the minimum age required by PERS, may retire and have the District make premium payments in full on behalf of the retiree and dependents for medical, hospital, dental, prescription card, and optical insurance coverage. Those conditions are as follows:

1. A unit member shall have at least twelve (12) years of service to the District;

2. A unit member's age added to the member's years of service to the District shall total at least the number seventy (70);

3. When a retiree under this program reaches sixty-five (65) years of age, the District shall provide a Medicare Supplement for retirees which shall include a prescription card and vision and dental plans.;

4. Classified employees hired after June 30, 2010, shall not be eligible for the health insurance benefits provided under Article 10.2.

10.3 Medicare Supplement for Retirees and Miscellaneous Insurance Provisions

The District shall provide a Medicare Supplement insurance plan and prescription plan (will use United Health) to each qualified (post 65) retired unit member and their qualified dependents. The retiree is responsible for any plan deductible.

Classified employees hired after June 30, 2010 will not be eligible for the health insurance benefits provided under article 10.3

1. The unit member shall have worked full time for the District for twelve (12) years or more at the time of retirement. For the purposes of this section, the words "full time" shall mean thirty-five (35) hours per week and shall include those persons employed on a twelve (12), eleven (11), ten (10), and nine (9) month basis. Employment in another district shall not be counted in the twelve (12) year requirement.

2. The unit member's age when added to the member's years of service to the District shall total at least the number seventy (70).

3. A qualified unit member who reaches sixty-five (65) years of age becomes eligible for the program, and the District agrees to pay the program's premium for the life of the eligible retiree. Further, and during the life of the retiree, the District agrees to pay the program premium for qualified dependents. Program coverage will include a prescription card and vision and dental plans.

4. Classified employees hired after June 30, 2010, will not be eligible for the health insurance benefits provided under Article 10.3 after the age of 65.

5. The District does not provide life insurance for retirees.

ARTICLE 11 LEAVES

11.1 Sick Leave

A full-time employee shall earn paid sick leave for illness or injury at the rate of one (1) day per month for each month of service per school year. After employees have completed three (3) years of service, they shall earn paid sick leave at the rate of one and one-half (1½) days for each month of service. After employees have completed twelve (12) years of service, they shall earn paid sick leave at the rate of two (2) days for each month of service to the District. After employees have completed twenty (20) years of service, they shall earn paid sick leave at the rate of two and one-quarter (2¼) days per month of creditable District service.

Part-time employees shall earn paid sick leave for illness or injury based upon the relation their work schedule bears to full-time employment.

11.1.1 Accumulation Of Sick Leave

Unused sick leave credit shall be accumulated from year to year.

Credit for sick leave shall be made available to all employees on the first day of their contract year and need not be accrued prior to the time employees use sick leave.

However, new employees shall not be eligible to use more than six (6) days of sick leave, or the proportionate amount to which they are entitled, until the first day of the calendar month after completion of six (6) months of active service with the District.

Furthermore, employees who use all of their current annual sick leave credit and subsequently fail to complete their full assignment for the school year shall have deducted from their final pay warrant the amount paid to them for the unearned current annual sick leave.

11.1.2 Verification Of Absence

Verification of absence due to illness or injury for a period of five (5) or more consecutive work days shall be provided by means of a written statement from the employee's physician or licensed medical practitioner certifying illness or injury. Employee shall submit such statement to the Human Resources Office prior to returning to work. If an employee works a shift outside the regular District business hours, that statement shall be submitted to his/her supervisor. Supervisor shall provide such statement to the Human Resources Office.

Employees who are absent from work because of illness or injury for one (1) month (thirty [30] consecutive days) or more shall be required to provide a written statement from the employee's physician or licensed medical practitioner which verifies that the employee is able to return to work and has received the physician's or practitioner's approval to do so. This written statement shall be

submitted to the Human Resources Office before the employee may return to duty.

Verification of absence due to illness or injury for a period of twelve (12) or more days in any given calendar month shall be provided by means of a written statement from the employee's physician or licensed medical practitioner at the District's expense.

11.1.3 Transfer Of Sick Leave

Classified employees who have been employed by another college or school district for a period of one (1) calendar year or more who then subsequently are employed by this District within one (1) calendar year of separation from the prior employing district, shall have transferred to this District the total remaining amount of sick leave accumulated in the prior district to which the employee was entitled.

11.1.4 Sick Leave Usage

Sick leave may be used for diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member. Employees who are a victim of domestic violence, sexual assault, or stalking may also utilize sick leave for the purposes set forth herein. (Labor Code § 246.5)

> "Family member" means a child (biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis regardless of age or dependency status); a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; a spouse; a registered domestic partner; a grandparent; a grandchild; or a sibling.

11.2 Extended Sick Leave

If the extended (other) sick leave period is a result of an industrial injury or illness, the period of eligibility for extended (other) sick leave begins after all other paid leaves and compensatory time are exhausted, and the extended sick leave period shall not exceed five (5) months.

If the extended (other) sick leave period is a result of a non-industrial injury or illness, the period of eligibility begins on the first day of illness or injury and shall extend for a period of five (5) months. This period runs concurrently with all other paid leaves and compensatory time.

After the member exhausts all other paid leaves and compensatory time, they will be entitled to the difference between their salary and the salary of a substitute for the remainder of the five (5) month period beyond the time of paid leaves.

If workers' compensation or State Disability Insurance (SDI) benefits are provided, employees shall be allowed to retain those benefits in addition to the difference in salary, provided the total of all the amounts does not exceed their regular salary.

11.3 Additional Leave For Nonindustrial Accident Or Illness (Ed Code Section 88195)

A permanent employee of the classified service who has exhausted all entitlement to sick leave, vacation, compensatory time, overtime, or other available paid leave and is absent because of nonindustrial accident or illness may be granted additional leave, paid or unpaid, not to exceed six (6) months. The board may renew the leave of absence, paid or unpaid, for two (2) additional six (6) month periods or such lesser leave periods that it may provide, but not to exceed a total of eighteen (18) months.

When the employee is able to resume the duties of a position within the classification to which assigned, the employee may do so at any time during the leaves of absence granted under this section and time lost shall not be considered a break in service. The employee shall be restored to a position within the classification to which previously assigned, and if possible, to the position to which previously assigned, and with all rights, benefits and burdens of a permanent employee.

If at the conclusion of all leaves of absence, paid or unpaid, the employee is still unable to assume the duties of the position; the employee shall be placed on a re-employment list for a period of thirty-nine (39) months. Re-employment shall follow the procedures as outlined in Education Code Section 88195.

11.4 Industrial Accident and Illness Leave

11.4.1 Eligibility For Coverage

An employee who either suffers an injury as a direct result of an accident, or develops an illness, arising out of and in the course and scope of employment shall be entitled to a leave of up to sixty (60) working days in any one (1) fiscal year for the same injury or illness.

Eligibility for such coverage shall begin on the first work day of employment. Industrial accident and illness leave shall commence on the first day of absence.

11.4.2 Reporting Procedures

Any accident or illness shall be reported immediately to the supervisor of the involved employee. Within twenty-four (24) hours of a qualifying accident or illness, the employee involved shall complete and file an accident report with the Human Resources Office. In addition, a physician's written report shall be completed and filed with the Human Resources Office. This report shall describe the nature and extent of the injury or illness and the estimated time the employee will be away from work because of the illness or injury.

11.4.3 Use Of Leave

Allowable leave shall not be accumulated from year to year, and when this leave overlaps a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.

Industrial accident and illness leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under workers' compensation.

This leave is to be used in lieu of normal sick leave.

When entitlement to this leave has been exhausted, entitlement to other sick leave will then be used. However, if an employee is receiving workers' compensation benefits, that employee shall be entitled to use only so much of his/her accumulated or available sick leave, accumulated compensatory time, vacation or other available leave which, when added to the workers' compensation award, provide for a full day's wage or salary.

Payment for wages lost on any day shall not, when added to an award granted the employee under the workers' compensation laws of this state, exceed the normal wage for the day.

During all paid leaves under this section, the employee shall endorse to the District all wage loss benefit checks received under the workers' compensation laws of this state. The District, in turn, shall issue the employee appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions.

Upon termination of industrial accident and illness leave, the employee shall be entitled to request extended sick leave benefits, if necessary.

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 position, then the employee shall, if not placed in another position, be placed on a re-employment list for a period of thirty-nine (39) months or as specified in Education Code Section 88192.

11.5 Rights of Employee Returning From Leave

Upon expiration of a leave of absence, employees shall be placed in the same position in which they previously worked providing the position still exists. If the position does not exist, employees will be placed in a comparable position.

11.6 Reinstatement of Permanent Employees After Resignation

Any permanent classified employee who voluntarily resigns from their permanent classified position may be reinstated or re-employed by the governing board of the District, within thirty-nine(39) months after their last day of paid service and without further competitive examination,

to a position in his/her former classification as a permanent or limited-term employee, or as a permanent or limited-term employee in a related lower class or a lower class in which the employee formerly had permanent status.

11.7 Use Of State Disability Insurance

In the event of disability and unless otherwise provided by this section, employees shall have the option of:

1. Utilizing vacation when eligible to receive State Disability Insurance (SDI) benefits. Under current law, the use of vacation is not considered wages. As such, vacation shall not be coordinated with SDI, and SDI benefits may be retained by the employee. Pre-approval must be obtained prior to utilizing vacation under normal circumstances;

2. Using all accumulated sick leave before using State Disability Insurance basic benefits;

3. Using all accumulated compensatory time, after sick leave is exhausted, before using State Disability Insurance basic benefits;

4. Using only State Disability Insurance basic benefits before using accumulated sick leave and compensatory time;

5. Coordinating State Disability Insurance Basic Benefits with accumulated sick leave and compensatory time after sick leave is exhausted, so that a unit member's daily sick leave, and compensatory time after sick leave is exhausted, will be reduced by only the amount necessary to equal a full day's wage when added to the disability benefit amount.

If at the time a disability claim is made an employee declares in writing that he/she is in the final three years of employment prior to retirement, said employee shall be required to utilize accumulated sick leave before using State Disability Insurance basic benefits for the remainder of the period for which such disability might exist.

11.8 Paid Family Leave Insurance Benefits

Paid Family Leave (PFL) insurance applies to all employees covered by State Disability Insurance (SDI). An employee cannot receive Paid Family Leave insurance benefits while receiving SDI, Unemployment Insurance, or Workers' Compensation insurance benefits.

Employees may file a claim for Paid Family Leave benefits for the following reasons:

1. To care for a seriously ill child, spouse, parent, or domestic partner.
2. To bond with a new child; or
3. To bond with a minor child in connection with the adoption or foster care placement of that child.

There is a seven (7) day waiting period before PFL benefits are activated. During this period employee shall have the option of utilizing available personal necessity leave, Kin Care leave,

compensatory time, or vacation time. Following the waiting period, employees shall have the option of:

1. Utilizing vacation when eligible to receive PFL. Under current law, the use of vacation is not considered wages. As such, vacation shall not be coordinated with PFL, and PFL benefits may be retained by the employee. Pre-approval must be obtained prior to utilizing vacation under usual circumstances;
2. Using all personal necessity leave before using PFL benefits;
3. Using all available Kin Care leave before using PFL benefits;
4. Using only PFL benefits (i.e., not coordinating PFL benefits with available applicable leave);
5. Using available compensatory time before using PFL benefits;
6. Coordinating PFL benefits with available personal necessity leave, Kin Care leave, and compensatory time so that a unit member's daily personal necessity leaves, Kin Care leave, and compensatory time will be reduced by only the amount necessary to equal a full day's wage when added to the PFL benefit.

11.9 Personal Necessity Leave

Earned sick leave may be used by an employee for the purpose of personal necessity. However, no more than seven (7) days of earned sick leave in a fiscal year may be used.

Personal necessity leave shall be defined as "leave to be taken for circumstances or a matter that cannot be performed/conducted outside of work hours." Employees shall inform their supervisors as soon as possible of the need to take personal necessity leave.

11.10 Bereavement Leave

Unit members shall be granted three (3) days of bereavement leave with pay in the event of the death of any member of the employee's immediate family. An additional two (2) other days of bereavement leave, exclusive of travel days, shall be granted in the event of the death of the employee's mother, father, spouse, sibling son or daughter.

"Member of the immediate family" shall mean the mother, father, stepparent, grandmother, grandfather, or grandchild of the employee or of the spouse of the employee; or the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, or sister-in-law of the employee, stepchild, or any relative living in the immediate household of the employee.

Employees who must travel at least five-hundred (500) miles to attend a funeral of a member of the employee's immediate family will be granted one (1) additional day of bereavement leave. If an additional five-hundred (500) miles must be traveled for the same funeral, then one (1) more leave day will be granted.

11.11 Pregnancy and Childbirth Leave

A pregnant employee shall be eligible to utilize sick leave for any disabilities caused, or contributed to, by pregnancy, childbirth or miscarriage.

The employee is required to submit to the Human Resources Office written statement from her physician or licensed medical practitioner which certifies that she is unable to perform her normal duties because of medical reasons related to pregnancy.

Pregnancy and childbirth leave shall terminate when the employee's physician or licensed medical practitioner declares in writing that the employee is able to return to work. All employees will submit the physician's release to Human Resources immediately following the pregnancy disability leave period.

11.12 Maternity/Paternity Leave

A unit member who takes a leave of absence due to the birth of a child of the unit member, or the placement of a child with a unit member in connection with the adoption or foster care of the child by the unit member ("parental leave") may utilize his/her sick leave for the duration of the leave.

When the unit member has exhausted all available sick leave, and continues to be absent from his or her duties on account of parental leave, the unit member may utilize his/her available differential pay leave balances.

A unit member is not required to have 1,250 hours of service with the District during the previous 12-month period in order to use sick or differential pay for parental leave under this section.

Nothing in this section shall be interpreted to prohibit a unit member on an approved leave for child bonding purposes from taking such leave unpaid, so long as the unit member qualifies for such leave. A unit member is not entitled to more than 12 workweeks of parental leave, paid or unpaid.

Nothing in this section shall be interpreted to prohibit a unit member who does not wish to exhaust his or her sick leave from requesting an approved leave and receiving up to 12 months of unpaid leave for child bonding purposes from taking such leave unpaid, so long as the unit member qualifies for such leave.

In order to qualify for such leave, the employee is required to submit a written request to the Human Resources Office which includes the proposed date the leave is to begin and the proposed duration of the maternity leave.

The request shall be submitted at least thirty (30) calendar days prior to the commencement of the maternity leave.

11.13 Family and Medical Leave Act and California Family Rights Act

The parties agree that all eligible employees (within the meaning of the respective acts) shall be entitled to all benefits conferred by the Family and Medical Leave Act and the California Family Rights Act.

Further information on the Family and Medical Leave Act and California Family Rights Act may be obtained from the Human Resources Office.

11.14 Family School Partnership Act-CA Labor Code Section 230.8

Notwithstanding any other leave provided herein, a unit member shall be provided leave, as provided in the California Family School Partnership Act (FSPA) (effective January 1, 1995.) Further information can be obtained from the Human Resources Office.

11.15 Kin Care

Employees may use up to one-half of their yearly sick leave accrual to attend to a child, parent, spouse, domestic partner, or domestic partner's child who is ill. Leave for this purpose may not be taken until it has actually accrued.

All conditions and restrictions placed on an employee's use of sick leave apply also to sick leave used for care of a child, parent, spouse, domestic partner, or child of a domestic partner.

This section does not extend the maximum period of leave to which an employee is entitled under Section 12945.2 of the Government Code or under the federal Family and Medical Leave Act of 1993 (29 U.S.C. Sec. 2606 et seq.), regardless of whether the employee receives sick leave compensation during that leave.

For purposes of sick leave, a "child" is defined as a biological, foster, or adopted child; stepchild; or a legal ward. A "child" also may be someone for whom an employee has accepted the duties and responsibilities of raising, even if he or she is not the employee's legal child.
A "parent" is a biological, foster, or adoptive parent; stepparent; or legal guardian.

A "spouse" is a legal spouse according to the laws of California.

A "domestic partner" is another adult with whom an employee has chosen to share his/her life in an intimate and committed relationship of mutual caring, and with whom he or she has filed a Declaration of Domestic Partnership with the Secretary of state.

A "domestic partner's child" is the biological, foster, or adopted child; stepchild; or legal ward of an employee's domestic partner. A "domestic partner's child" also may be someone for whom an employee's domestic partner has accepted the duties and responsibilities of raising, even if he or she is not the legal child of an employee's domestic partner.

11.16 Jury Duty

An employee who is called for jury duty will be granted the necessary release time with pay to fulfill jury duty obligations. Also, an employee who is required to appear in court as a witness, but not as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the employee's connivance or misconduct, shall also be granted such release time.

An employee who is called to jury duty, subpoenaed as a witness (but not as a litigant), or officially summoned by another governmental jurisdiction, is required to provide to the Human Resources Office a copy of the official call to jury duty, subpoena, or summons.

11.17 Military Leave

Unit members shall be entitled to all military leaves and benefits as provided by Education Code Section 87832 and Military and Veteran's Code Sections 389 through 395.4.

11.18 Leave Without Pay

1. Requested by the Employee:
   A classified employee may request, and with administrative approval, take up to one calendar month (20 work days) leave. Medical benefits will continue to be paid by the District during the time off. Longevity, anniversary date, illness or injury leave and vacation benefits will continue uninterrupted.

2. Required by the District:
   A classified employee who is required by the District to take time off during the summer will continue to receive paid medical benefits, accrual of illness or injury leave and vacation time. Also, employee's anniversary date and longevity date will not be affected by the reduction in time for the summer.

11.19 Other Leaves of Absence

A classified employee may be granted a leave of absence with or without pay by the Board of Trustees upon the recommendation of the Superintendent. Such a leave may be granted for a period of time which does not exceed one (1) year when such action is not contrary to the best interest of the District.

11.20 Catastrophic Leave Pool Program

11.20.1 Purpose

The District and the Association agree to establish a Catastrophic Leave Pool Program (CLPP) that will enable classified employees who qualify to use leave credits accumulated in a pool which is created by donations of eligible leave credits by classified employees, faculty and administrators.

11.20.2 Definitions

For the purposes of this program, the following definitions shall apply.

1. “The CLPP" or "this program" shall mean the Catastrophic Leave Pool Program.

2. “Catastrophic illness or injury" shall mean an illness or injury that is expected to incapacitate an employee for an extended period of time, or that incapacitates a member of the employee's immediate family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off from work creates a financial hardship for the

employee because he or she has exhausted all of his/her sick leave and other paid time off.

3. "Member of the immediate family" shall be as it is defined in the Bereavement Leave section of this Agreement.

4. "Eligible leave credits" shall mean sick leave, vacation leave and compensatory time accrued to a donating employee.

11.20.3 Participation

All classified employees are eligible to participate in this program.

A classified employee who is, or whose family member is, suffering from a catastrophic illness or injury and who desires to participate in the CLPP must meet all of the following requirements to qualify for this program.

1. Submit a request in writing to the CHRO seeking to qualify for the CLPP.

2. Provide verification of catastrophic illness or injury by submitting a physician's or licensed medical practitioner's statement in writing to the CHRO for which includes all of the following information:

   (a) That the applicant or family member is under the physician's or practitioner's direct care for treatment of the catastrophic illness or injury;
   (b) A description of the catastrophic illness or injury;
   (c) The beginning date of the catastrophic illness or injury;
   (d) A prognosis for recovery; and
   (e) The anticipated date the employee will be able to return to work.

3. Demonstrate that all of his/her accrued paid leave credits have been exhausted.

In the event the requested leave time is for the catastrophic illness or injury of a member of the employee's immediate family, the physician's or practitioner's statement, in addition to items (a) through (e) in number 2 directly above, must include the following information:

1. the immediate family member's relationship to the employee requesting to participate in the CLPP;

2. where the family member resides; and

3. a statement that describes and defines as precisely as possible the way in which the family member is totally dependent upon the employee on a continuing basis.

11.20.4 General Conditions

1. The CHRO shall administer this program.
2. Faculty and Administrators are allowed to donate eligible leave credits of no less than eight hours and no more than 24 hours to the pool per fiscal year, but not be eligible to utilize the pool
3. The District reserves the right to refer an applicant or member of the immediate family, at District cost, to a physician or doctor of the District's choice for the purpose of a second opinion.
4. A contribution of eligible leave credits to the pool is not a prerequisite for making use of leave credits donated to the pool.
5. Employees who use leave credits from the pool are not required to pay them back into the pool.
6. Once eligible leave credits have been donated to the pool, they cannot be reclaimed by the employee who donated them.
7. Employees may not designate a particular employee to receive eligible leave credits donated to the pool.
8. The amount, if any, of pool leave granted for each catastrophic illness or injury will be determined by the CHRO, but the amount shall not exceed one-third (1/3) of the balance in the pool or ninety (90) days, whichever is less.
9. Any unused balance of pool leave granted to an employee returns to the pool, and the estate of a deceased employee who had qualified for this program is not entitled to payment for unused pool leave.
10. Eligible leave credits donated to the pool shall be in increments of whole hours, and an employee who donates leave credits is required to have at least one hundred twenty (120) hours of personal eligible leave credits remaining after the donation.
11. An employee who donates eligible leave credits to the pool shall contribute no fewer than eight (8) hours or more than twenty-four (24) hours each fiscal year.
12. Employees who are receiving benefits under State Disability Insurance, Worker’s Compensation, or any other extended paid leave program authorized by the Imperial Community College District Board of Trustees, shall not be eligible to participate in the CLPP.
13. Decisions regarding the CLPP shall not be grievable under the provisions of this Agreement.

ARTICLE 12 VACATIONS

12.1 General

Bargaining unit members shall be granted annual vacations at the regular rate of pay earned at the time the vacation is commenced.

Earned vacation shall not become a vested right until employees have completed the initial six (6) months of employment.

12.2 Vacation Accrual Rates

1. Twelve (12) Month Employees

Full-time twelve (12) month unit members shall earn paid vacation according to the chart directly below.

Period of Continuous Paid Service	Monthly Hourly Vacation Accrual Rates
Hire date through 1st year of service	8.00 Hours
2nd year through 4th year of service	10.00 Hours
5th year through 9th year of service	12 Hours
10th year through 14th year of service	14 Hours
15th year and beyond	16.00 Hours

Employees in their 4th year of service, during the 2017-2018 fiscal year, will be grandfathered in at the accrual rate of 12 hours per month.

2. Less than 12 month and/or less than 40-hour per week Employees

Employees employed for less than 12 months and/or less than forty (40 hours per week during a fiscal year shall earn vacation at rates which are proportional to a full-time, 40-hour per week employee (1.0 FTE).

12.3 Vacation Periods

Vacations may be taken by all unit members at any time during the year with the approval of the employee's immediate supervisor ~~and the CHRO~~. In arranging the schedule of vacations, an attempt will be made to provide vacation time according to the employee's desires; however, the needs of the District shall receive first consideration in the scheduling of vacations.

If a Saturday, Sunday, or holiday listed in this Agreement falls within a scheduled vacation period, that day is not counted as a day of vacation.

Eleven (11) month employees are encouraged to take vacation annually during their contract service period.

Nine (9) and ten (10) month employees are not required to take vacation during their contract service period.

An employee may accrue and accumulate vacation up to an amount equal to two (2) year's annual accrual. **In the event that vacation is denied by the supervisor or the employee goes over the accrual cap, the excess vacation may be used at a later date, paid out upon request, or paid out at end of the fiscal year.**

12.4 Illness During Vacation

If an employee becomes ill or is injured during a vacation period, the employee may report the period of time he/she was ill or injured as sick leave.

12.5 Pay for Unused Vacation

Upon completion of their respective contract service periods, nine (9), ten (10), and eleven (11) month employees may receive payment, in lump sum, for up to a maximum of ten (10) days of accrued vacation.

ARTICLE 13 HOLIDAYS

The District agrees to provide unit members with the following paid holidays:

1. New Year's Day
2. Martin Luther King's Birthday
3. Abraham Lincoln's Birthday
4. George Washington's Birthday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Veterans' Day
9. Wednesday before Thanksgiving Day
10. Thanksgiving Day
11. Friday after Thanksgiving Day
12. Christmas Eve
13. Christmas Day
14. New Year's Eve

When a holiday listed above occurs on a Sunday, the following workday not a holiday shall be deemed to be the holiday in lieu of the day observed. When a holiday listed above occurs on a Saturday, the preceding workday not a holiday shall be deemed to be the holiday in lieu of the day observed.

During the winter closure period, exclusive of the holidays listed above, unit members will be paid duty-free administrative leave. Employees who are called into work during this time will receive straight compensatory time to use at a later date.

During the spring break college closure unit members will be paid duty-free administrative leave. Employees who are called into work during this time will receive straight compensatory time to use at a later date.

All bargaining unit members shall be entitled to the paid holidays as listed or described above, and any day declared a holiday by the Board of Trustees, provided that the unit members were in a paid status during any portion of the workday immediately preceding or immediately succeeding the holiday.

Employees who work an alternative work schedule who are not normally assigned to work on a day which is a holiday, will be provided an in lieu of holiday to be taken within 10 working days of the observed holiday. The in lieu of holiday will be coordinated between the employee and the supervisor.

A holiday is taken as a day is a day, regardless of working hours in that day.

ARTICLE 14 HOURS, OVERTIME, OTHER CONDITIONS

14.1 Workday and Workweek

The regular workweek of a full-time employee in the bargaining unit shall be forty (40) hours and shall consist of five (5) consecutive days of eight (8) hours per day.

14.1.1 Summer Work Schedule

Effective Summer 2018, the summer weeks between the week after the end of the spring semester and the week prior to Orientation, employees will work a 32-hour work week Monday – Thursday compensated at 40-hours per week. Should an employee be required to work in excess of 8 hours per day, they will be compensated at the overtime rate for those hours. Employees called in on a Friday during the summer work schedule will be paid at straight compensatory time up to 8 hours.

14.2 Rest Periods

Each full-time bargaining unit employee shall be granted two (2) fifteen (15) minute rest periods each workday. Rest periods will be taken as nearly as possible to the midpoint of the morning work period and as nearly as possible to the midpoint of the afternoon work period. Rest periods are part of the regular work shift, and compensation for that period of time shall be at the regular rate of pay of the employee. Employees are encouraged to take their rest periods away from their work sites.

14.3 Lunch Periods

Each full-time bargaining unit employee shall be granted a duty-free lunch period of no more than sixty (60) minutes or fewer than thirty (30) minutes each workday which should be taken as nearly as possible to the midpoint of the workday. Employees are encouraged to take their lunch periods away from their work sites. Prior approval from the immediate supervisor should be obtained for any deviation from the above.

14.4 Call Back

An employee in the bargaining unit who is called in to work on a day when that employee is not scheduled to work, or is called back to work after completion of that employee's regular assigned shift, shall be compensated for at least four (4) hours of work at the appropriate rate of pay under this Agreement, even if the employee is required to work a lesser amount of time than the four (4) hours.

An employee in the bargaining unit who is assigned to come back to work after that employee has completed the regular assigned shift, and a time has lapsed of at least one hour, shall be compensated for at least two (2) hours of work at the appropriate rate of pay, even if the employee is required to work a lesser amount of time than the two (2) hours.

14.5 Working Out of Classification

No permanent employee shall be required to work out of classification for more than five (5) consecutive days. A permanent employee who is assigned to work out of classification for more than five (5) consecutive work days shall be paid for such work in either of the following ways, whichever produces a higher salary for the employee.

1. The employee will receive differential pay of five percent (5%) more than the employee's regular salary; or

2. The employee will receive differential pay of fifty percent (50%) of the difference between the salaries of the two (2) involved positions at the same steps.

An employee who has worked out of classification for more than five (5) consecutive work days may initiate a request for a higher salary range to the appropriate supervisor and the CHRO. Such differential pay shall be paid for the entire time the employee works out of classification.

The maximum duration an employee shall be required to work out of classification thirty (30) consecutive work days, at which time the employee shall return to his/her regular position and salary.

If the need to have an employee continues working out of classification exists, and if the employee wishes to do so, he/she may initiate a temporary reassignment. The temporary assignment shall be for a maximum term of thirty (30) consecutive work days. A temporary assignment will not be allowed if the position assigned to is a nine (9) or ten (10) month position and less than thirty (30) days remain in the school year.

If the employee is filling in for someone in a higher classification, who is on vacation and/or extended leave, the employee shall be paid out-of-class pay for assumption of all duties and/or prorated pay for assumption of partial duties. At no time shall the out-of-class pay be less than a five percent (5%) increase for the duration of the out-of-class work. The CHRO will make the prorated calculation.

14.6 Overtime for Part-Time Employees

The parties agree that Education Code Section 88030 shall apply to those unit members who have an average workday of less than four (4) hours during a workweek.

14.7 Benefits for Part-Time Employees

Classified employees who work a minimum of thirty (30) minutes per day in excess of their part-time assignment for a period of twenty (20) consecutive work days or more shall have their basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis as specified in Education Code 88035.

14.8 Overtime

"Overtime" is defined as any time required to be worked, assigned by the District, which is in excess of eight (8) hours in any one (1) workday and/or in excess of forty (40) hours in any one (1) calendar week, or as defined in Education Code 88027.

For the purpose of computing the number of hours worked in the paragraph directly above, time during which an employee is excused from work because of holidays, sick leave, vacation, compensatory time off, or other paid leaves of absence, shall be considered as time worked by the employee.

An employee who performs assigned overtime work shall be compensated at a rate of pay which is equal to one and one-half (1½) times the employee's regular rate of pay, or shall be granted compensatory time off at the rate of one and one-half (1½) hours for each overtime hour worked, whichever is selected by the employee.

14.9 Compensatory Time Off

Compensatory time off shall be taken within twelve (12) calendar months following the month in which overtime was worked.

Compensatory time off shall be taken at a time that is approved by the individual employee's immediate supervisor. The immediate supervisor will attempt to arrange for compensatory time off to be taken according to the unit member's preferences, but the needs of the District shall receive first consideration.

No more than fifteen (15) days of compensatory time off shall be accumulated by a member of the bargaining unit.

In the event that the immediate supervisor feels it is necessary for an employee to work additional hours beyond the fifteen (15) days, they must receive written approval from the CHRO in advance. If there is not sufficient time to receive written approval, the supervisor may contact the CHRO by phone with a follow up in writing. If the CHRO is not available, the supervisor may contact the appropriate Vice President in charge.

In lieu of compensatory time off, an employee may receive payment for unused, accumulated compensatory time credited to them. In order to receive such payment, an employee must submit a written request for payment to the Human Resources Office by no later than 5:00 p.m. on the last day of the academic school year.

14.10 Holiday Pay

A bargaining unit member who is required to work on a holiday designated in this Agreement shall be compensated at the employee's regular rate of pay plus one and one-half (1½) times the employee's regular rate of pay.

14.11 Night Shift Differential

Unit members who's regularly scheduled work shifts occur entirely or partly between the hours of 5:00 p.m. and 6:00 a.m. shall be paid a ten (10) percent night shift differential for any hours worked during that time period.

14.12 Notification of Shift Change

Employees wishing to change from one shift to another vacant shift within the same classification and job title shall submit the request in writing.

Seniority will be utilized to fill the vacant shift, except when a bona fide occupational qualification exists (i.e., a female Custodian required for the women's locker room).

Except in an emergency situation, unit members and the Association will be notified in writing at least five (5) work days prior to a shift or working hour change.

14.13 Conference Travel

Employees shall be compensated the equivalent of the employee's regular work day for approved non-mandated conference travel.

ARTICLE 15 TRANSFER AND REASSIGNMENT

15.1 Definitions

A "transfer" is defined as the relocation of a unit member from one work-site in the District to another work-site in the District.

A "reassignment" is defined as the assignment of a unit member from one job classification or position in the bargaining unit to another job classification or position. Reassigned unit members are subject to a probationary period in accordance with the CBA. Reassigned unit members retain retreat rights to their former position.

A “permanent” transfer or reassignment is made when a unit member is transferred or reassigned on a permanent basis.

A “temporary” transfer or reassignment is made when a unit member is transferred or reassigned for a specific period of time.

A “District” transfer or reassignment is made when a unit member is temporarily or permanently transferred or reassigned in accordance with a request initiated by a unit member's immediate supervisor or a supervising administrator to adjust for work coverage, to meet the need for special job skill requirements, or to alleviate special work-related problems.

A “voluntary” transfer or reassignment is made upon the District’s approval of a unit member’s request for voluntary transfer or reassignment. In a voluntary transfer or reassignment, a unit member is permanently transferred or reassigned to a classification whose salary range and step is equal to or lower than the range and step of the unit member’s current classification (i.e., lateral or downward movement on the classified salary schedule).

The number of months that a permanent 10-month or 11-month classified employee works does not preclude a voluntary transfer to a lateral or lower transfer from a 10-month to a 12-month assignment.

15.2 Criteria

In all instances, the Superintendent/President, or designee, shall transfer or reassign unit members based on the needs of the District.

Unit members permanently transferred or reassigned under either a District or voluntary transfer or reassignment shall not serve a probationary period, as such term is defined under Article 6.3, and retain retreat rights.

Criteria for District Transfer or Reassignment

The transfer or reassignment of unit members shall not be used to supplant the classified hiring process or to punish or discipline employees.

Under a District transfer or reassignment, a unit member will suffer no loss of salary, seniority, or benefits and must meet the minimum qualifications of the new classification or position.

In all instances, every effort will be made to transfer or reassign unit members within the same or comparable job classifications and salary ranges.

If it is necessary to reassign unit members into a job classification with a salary range that is lower than their present job classification, the employee will continue to be compensated at the higher salary range and step. The salary of the reassigned employee will be frozen at the higher range and step until the lower salary range increases to an equivalent value.

If it is necessary to reassign unit members into a job classification with a salary range that is higher than their present job classification, the employee will be compensated at the higher salary.

Criteria for Voluntary Transfer or Reassignment
Unit members must meet the minimum qualifications of the classification or position requested.

A unit member's seniority will not be affected. His/her salary will be based on the new classification's range and the unit member's current step on the classified salary schedule.

Unit members will receive the benefits available to the classification requested.

15.3 Procedure

Procedure for District Transfer or Assignment
A request for permanent or temporary transfer or reassignment may be initiated by a unit member's immediate supervisor or a supervising administrator.

The permanent or temporary transfer or reassignment of unit members shall be made by completing and processing the Transfer or Reassignment form.

In the event of a permanent or temporary transfer or reassignment, the affected unit member and the exclusive representative shall have received written notification of such action from the CHRO at least ten (10) work days prior to the effective date of the transfer or reassignment. A unit member has the right to appeal the transfer or reassignment to the CHRO within the ten (10) work day period prior to the effective date of the transfer or reassignment.

In the event of a temporary transfer, the affected unit member will be provided with transportation or reimbursed at the prevailing District rate for additional mileage incurred as a result of the transfer for the duration of the temporary transfer.

Procedure for Voluntary Transfer or Reassignment
Unit members may request a voluntary transfer or reassignment by completing the Request for Voluntary Transfer or Reassignment form.

All requests for voluntary transfer or reassignment will be evaluated based upon unit members' qualifications and the needs of the District. In all instances a unit member will be notified of the disposition of his/her request within forty-eight (48) hours of a final determination.

The affected unit member and exclusive representative shall have received written notification of such action from the CHRO at least ten (10) work days prior to the effective date of the transfer or reassignment.

ARTICLE 16 LAYOFFS

Layoffs of unit members shall take place because of lack of funds or lack of work and shall be in accordance with the provisions of this Article and pertinent Education Code Sections.

16.1 Definitions

"Layoff for lack of funds or layoff for lack of work" includes any reduction in hours of employment or assignment to a class or grade lower than that in which the employee has permanence, voluntarily consented to by the employee, in order to avoid interruption of employment by layoff.

"Classification" shall be as the word is defined in Education Code Section 88001(a).

"Length of service" shall mean all hours in paid status, whether during the school year, a holiday, recess, or during any period that the College was in session or closed commencing or continuing after July 1, 1971, but does not include any hours compensated solely on an overtime basis as provided for in Education Code Section 88027. Any time served by an employee prior to July 1, 1971, shall be computed by crediting two thousand and eighty (2,080) hours for each year of service with the District whether that service was full-time or part-time.

"Hours in paid status" shall mean service with the District by an employee performed while that employee was in probationary or permanent status.

An "affected reassigned employee" is defined as an employee of the District who has been laid off under this Article but who has been voluntarily reassigned in order to avoid interruption of employment by layoff and thereby becomes subject to the thirty-nine (39) month re-employment provisions of the Education Code and this Article. Such a person is required, in writing, to attest to the fact that she or he voluntarily accepts the reassignment.

An "affected person" is defined as a former employee of the District who has been, or shortly will be, laid off under this Article and thereby becomes subject to the thirty-nine (39) month re-employment provisions of the Education Code and this Article.

"Lower included classifications" are those classifications that have duties and/or minimum qualifications that are included or encompassed in the duties and/or minimum qualifications designated for the senior employee's classification and in accordance with EXHIBIT C.

"PERS" means the California Public Employees' Retirement System.

16.2 Notice of Layoffs

The CHRO shall inform the President of the Association or designee of the impending layoff(s) by certified mail or by hand delivery no fewer than five (5) work days prior to issuance of any layoff notice(s).

An employee who is to be laid off shall be notified of the impending action via certified mail and email sent to the most recent address provided to the District by the employee or in person by the CHRO or designee at least sixty (60) calendar days prior to the effective date of layoff.

The Notification of Layoff shall contain the effective date, the reason, reassignment rights, if any, re-employment rights and an Employee Response Form.

Within five (5) work days of the date the employee signs the certified mail receipt, the employee is required to file with the Human Resources Office the signed, dated, and completed Employee Response Form which indicates whether or not the employee desires to exercise reassignment rights.

A copy of the Employee Response Form shall be forwarded to the President of the Association within one (1) work day after the CHRO receives the completed form.

Failure to provide written notice under the provisions of this section shall invalidate the layoff. In addition, failure to follow proper procedures shall be considered an improper layoff. An employee who is improperly laid off shall be re-employed immediately upon discovery of the error and shall be reimbursed for all loss of salary and benefits.

16.3 Order Of Layoffs

The order of layoffs within a classification shall be determined by length of service with the District. The employee who has been employed the shortest time in the classification, plus higher classifications, shall be laid off first. Re-employment shall be in the reverse order of layoff.

In the event two (2) or more employees who are to be laid off have the same length of service, the order of layoff of such employees shall be determined by lot.

Length of service credit for time spent on military leave of absence, unpaid illness leaves, unpaid industrial accident or illness leave, unpaid medical leave, or any approved unpaid personal leave shall be granted.

When reclassification results either in a merger of two or more classes or the separation of a class into two or more classes, seniority rights of unit employees who are classified within the new class shall be computed from the date of their earliest entrance into regular service in the original class.

16.4 Alternatives To Layoff

Employees who are to be laid off may be able to exercise one (1) of the following options in lieu of layoff:

1. displace the least senior employee in the same classification or in a lower included classification in which case they shall become an affected reassigned employee;

2. retire under provisions of the laws and regulations pertaining to retirement under PERS; or

3. apply for any vacant position in the District for which they are qualified; or

4. exercise transfer/reassignment rights under Article 16.

Employees who take voluntary demotions or reclassification in lieu of layoff shall be granted the same rights as persons laid off and shall retain eligibility to be considered for re-employment for an additional period of up to twenty-four (24) months; provided, that the same tests of fitness under which they qualified for appointment to the class shall still apply. The CHRO shall make the determination of the specific period of eligibility for re-employment on a class-by-class basis. Education Code Section 88117.

Employees who take voluntary demotions or reclassifications in lieu of layoff shall be, at the option of the employee, returned to a position in their former classification or to positions with increased assigned time as vacancies become available, and without limitation of time, but if there is a valid re-employment list, they shall be ranked on that list in accordance with their proper seniority. Education Code Section 88117.

16.5 Displacement Procedure

An employee who is to be laid off has so-called "bumping rights" over another employee in the same classification who has been employed the shortest period of time in accordance with Education Code Section 88127 and the procedure that follows.

1. An employee who has been notified that he/she will be laid off has the right to displace the least senior employee in his/her classification, or in a like or similar classification.

2. If this cannot be accomplished, an employee who has been notified that he/she will be laid off has the right to displace the most junior employee in an equal or lower classification in which the senior employee has served previously.

3. If neither of the above is possible, an employee who has been notified that he/she will be laid off has the right to displace the most junior employee in lower included classifications.

16.6 Re-employment Rights

Affected persons and affected reassigned employees who have been laid off under this Article and pertinent Education Code Sections shall be re-employed by the District, if that is possible, in the reverse order of layoff, in accordance with Education Code Sections 88014, 88015, 88017, 88117 and 88127, and shall be subject to the provisions and/or conditions described directly below.

An affected person shall be required, on a continuing basis during the thirty-nine (39) month re-employment period, to notify in writing the Human Resources Office of his/her current address.

If a position in a classification for which the affected person has seniority and is qualified becomes available during the thirty-nine (39) month re-employment period following layoff, the

CHRO will send a written notice by certified mail to that person at the address on file with the District notifying the person of the vacancy.

If the vacancy is a classification previously held or a classification of same or lower range in which the employee is determined qualified, he/she has first right of refusal to the position.

If the vacancy is at a higher range in which the person meets minimum qualifications, he/she will be offered employment preference prior to outside applicants, in the following order:

1. Individuals impacted by a layoff in accordance with this article.
2. Individuals impacted by the Y-Rate in accordance with 16.6.2.
3. Individuals impacted by Transfer in accordance with Article 15.

An affected person who receives such an offer of re-employment from the District has three (3) alternatives:

1. accept the offer in writing;

2. not respond to the offer within ten (10) working days in which case the offer is considered rejected and,

3. reject the offer in writing.

Should the offer be accepted, the affected person shall have up to thirty (30) calendar days from the postmark of the offer of re-employment in which to report to work though he or she may do so earlier than the thirty (30) calendar day maximum.

Should the offer be rejected, such a rejection shall not jeopardize the affected person's re-employment rights during the remainder of the thirty-nine (39) month (or sixty-three (63) month, as applicable) re-employment period unless the rejection is to an offer of previous classification held or higher.

A person who is reemployed into a new classification shall serve a new probationary period in that class.

16.6.1 Salary placement of a reinstated employee off the 39-month rehire list will be at the step closest to the salary at time of layoff or transfer, whichever is higher.

16.6.2 Employees affected by the imposed adjusted salary schedule of 2015 and placed in a y-rated status, will be placed on the 39-month rehire list effective July 1, 2017 and provided employment preference.

16.7 <u>Insurance Provisions</u>

Affected persons shall continue to receive for up to, but for no more than, three (3) months following the date of layoff, the hospital, medical, dental, and vision insurance benefits they

were receiving when they were laid off so long as they comply with the conditions described directly below.

1. Affected persons are required to notify, in writing, the CHRO of their continued eligibility for insurance coverage exactly thirty (30), sixty (60) and ninety (90) calendar days following the date of layoff except in either of the two (2) instances described directly below.

2. If an affected person accepts employment outside of the District, or if that person is covered by hospital, medical (including prescription card), dental, vision, or life insurance not provided by the District, then the insurance coverage provided by the District shall cease immediately.

16.8 Accrued Vacation/Compensatory Time

Affected persons are entitled to earned vacation and/or compensatory time off credit under the conditions described directly below.

1. An affected person may decide to receive monetary compensation for earned vacation and/or compensatory time off credit. Such monetary compensation shall be paid to the affected person on the next regularly scheduled payroll date following the date of layoff of the affected person.

2. If an affected person decides to take earned vacation and/or compensatory time off credit instead of compensation, he or she shall begin using any earned vacation and/or compensatory time off the workday immediately following the date of layoff. The District may not require an affected person to use earned vacation and/or compensatory time off during the sixty (60) calendar day notification period.

3. Previously scheduled vacations of affected persons shall be canceled.

16.9 Seniority

During the re-employment period, no affected person shall earn seniority credit or accrue vacation, sick leave, or holiday benefits.

However, the seniority of an affected person shall remain throughout the re-employment period at the status it was on the date of layoff.

The District shall maintain a current listing of all unit members and affected persons, which indicates date-of-hire seniority and classification seniority. A copy of this listing shall be sent to the CSEA President each June 30th and within twenty-four (24) hours after request.

16.10 Substitutes

At no time can voluntary help, non-bargaining unit employees, certificated employees, contract services, or work study students replace a classified employee who has been laid off due to lack of work or lack of funds. If this is done, the classified employee who has been laid off will immediately be re-employed in their former job classification with no loss of salary or benefits.

16.11 Miscellaneous

The District will notify affected persons and affected reassigned employees by certified mail or other means of delivery that ensures notification to the affected persons or affected reassigned employees and a receipt for delivery of all vacancies. If an affected person or an affected reassigned employee qualifies for the vacancy, the affected individual will be eligible to fill that vacancy without further examination. Eligibility will be determined by experience in lower included classifications or by ability to meet minimum qualifications for the vacancy.

ARTICLE 17 GRIEVANCE PROCEDURE

17.1 Purpose
The purpose of this procedure is to provide an orderly method of resolving grievances, as promptly as possible, that may arise under the terms and conditions of this Agreement.

17.2 Definitions
A "grievant" is any member or group of members of the bargaining unit who file(s) a written allegation that there has occurred a violation of a provision(s) of this Agreement.

A "grievance" is a formal, written allegation by a grievant that there has occurred a violation of a provision(s) of this Agreement.

A "day" is any day during which the administrative offices of the District are open for business.

An "immediate supervisor," for the purposes of this Article, is the designated management position having direct line authority over the grievant.

17.3 General Provisions
It is mutually agreed that grievances should be processed as promptly as possible. If a grievance is not processed by the grievant in accordance with the time limits specified herein, the grievance shall be considered settled on the basis of the last decision rendered. Time limits specified herein may be altered by the mutual, written consent of the grievant and the District.

A grievant may represent one's self or choose to have representation. If a grievant chooses not to be represented by the Association, the Association shall be informed of decisions and shall have the right to present in writing its views on the grievance at all levels of the procedure.

At any time during this procedure, the parties are encouraged to meet informally in an attempt to resolve the grievance.

Decisions rendered in writing shall set forth the decisions and the reason, and the decisions will be transmitted promptly. Time limits shall begin the day immediately following the filing of the grievance.

Records pertaining to the grievance shall be kept in a District file separate from the grievant’ s official personnel file.

The Association shall have the right to file a grievance alleging a violation of its rights as described in ARTICLE 3, ASSOCIATION RIGHTS, of this Agreement.

Reasonable released time for the processing of grievances shall be provided members of the bargaining unit and Association representatives who are involved in the processing of grievances.

Grievances of a similar or like nature may be joined together as a single grievance upon the mutual agreement of the District and the Association.

For the purposes of this Article, the terms "CHRO" and/or "Superintendent/President" shall also mean their designees.

Grievances shall be documented on the Classified Bargaining Unit Agreement Grievance Processing Form, which may be obtained at the Human Resources Office.

17.4 Procedure

17.4.1 Informal Level

Within ten (10) work days after the grievant knew, or could reasonably have known, of the event or condition upon which the alleged grievance is based, the grievant shall meet with his/her immediate supervisor to attempt to resolve the alleged grievance.

17.4.2 Formal Levels

Level One

If the grievance is not resolved at the informal level, the grievant may within five (5) work days of the informal meeting submit a formal, written grievance to the immediate supervisor.

The written grievance shall set forth in a clear and concise manner the provision(s) alleged to have been violated, the circumstances involved, and the specific remedy sought.

Within five (5) work days of the filing of the formal, written grievance, the parties shall meet in an attempt to resolve the alleged grievance.

The immediate supervisor shall have three (3) work days after the formal meeting in which to render a written decision to the grievant.

If the grievance is not resolved at Level One, or if the immediate supervisor has not rendered a decision within the three (3) work day time limit, the grievant may appeal the decision in writing to the CHRO within three (3) work days of receipt of the written decision or within three (3) work days of the expiration of the Level One-time limit if no decision has been rendered.

The written appeal to Level Two shall include a copy of the original alleged grievance, the decision rendered at Level One, if any, and the reasons for the appeal.

Level Two
Within five (5) work days of the filing of the appeal to Level Two, the grievant and the CHRO shall meet in an attempt to resolve the alleged grievance.

The CHRO shall have three (3) work days after the Level Two meeting in which to render a written decision to the grievant. If the grievance is not resolved at Level Two, or if the CHRO has not rendered a decision within the three (3) work day time limit, the grievant may appeal the decision in writing to the Superintendent/President within three (3) work days of receipt of the written decision or within three (3) work days of the expiration of the Level Two time limit if no decision has been rendered.

The written appeal to Level Three shall include a copy of the original alleged grievance, both decisions rendered at prior levels, if any, and the reasons for the appeal.

Level Three
Within ten (10) work days of the filing of the appeal to Level Three, the grievant and the Superintendent/President shall meet in an attempt to resolve the alleged grievance.

The Superintendent/President shall have five (5) work days after the Level Three meeting in which to render a written decision to the grievant. If the grievance is not resolved at Level Three, or if the Superintendent/President has not rendered a decision within the five (5) work day time limit, the grievant may appeal the decision in writing to the Board of Trustees within five (5) work days of receipt of the written decision or within five (5) work days of the expiration of the Level Three time limit if no decision has been rendered.

The written appeal to Level Four shall include a copy of the original alleged grievance, all decisions rendered at prior levels, if any, and the reasons for the appeal.

Level Four
The Board of Trustees will schedule a hearing on the appeal at its next regularly scheduled public meeting after receipt of the appeal. The hearing on the appeal may be either public or in executive session at the discretion of the grievant. The grievant and any representatives shall have the opportunity to testify and present evidence and witnesses at the hearing. Within five (5) work days of the Level Four hearing, the Board of Trustees will deliver to the grievant its written decision in regard to the grievance. The decision of the Board of Trustees shall be final and binding.

17.4.3 Group Grievance

If the grievance involves employees with different immediate supervisors, the grievance may be filed at Level Two.

17.4.4 Policy Grievance

If the grievance involves District-wide policy, practice or interpretation of this agreement, the grievance may be submitted at Level Two.

17.4.5 Grievance Witnesses

The District shall make available for testimony in connection with the grievance procedure any District employees whose appearance is requested by the grievant. Any employee witnesses required to appear in connection with this article shall suffer no loss of pay during the time required for testimony.

17.4.6 Grievant Release Time

The grievant shall be entitled to present his/her grievances during his/her regularly scheduled hours of work without loss of pay. This would also apply to the representative as well as the grievant.

17.4.7 Withdrawal of Grievance

If at any time during the foregoing process a grievant desire to withdraw his/her grievance, it shall be withdrawn without regard to the wishes of a representative or anyone else. The grievant must be present at all times in conferences held for the purpose of resolving the grievance.

ARTICLE 18 DISCIPLINARY PROCEDURE

18.1 Introduction

Any employee designated as a permanent employee shall be subject to disciplinary action for cause as prescribed by rules or regulations of the governing board, but the governing board's determination of the sufficiency of the cause for disciplinary action shall be conclusive.

No disciplinary action shall be taken for any cause which arose prior to the employee's becoming permanent, nor for any cause which arose more than two years preceding the date of filing of the notice of cause unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the employing district.

An employee receiving a disciplinary action shall have the right to the presence of a representative of his/her choice at all times during these proceedings.

18.2 Definitions

For the purposes of this article, the following definitions apply:

18.2.1 Progressive Discipline

"Progressive discipline" is the process of changing an employee's behavior through the application of a series of actions that become progressively more severe in nature. However, the sequence and severity of the disciplinary actions may vary depending on the seriousness of the offense and circumstances surrounding it.

18.2.2 Discipline (disciplinary action)

"Discipline (disciplinary action)" is the action or actions taken to change the behavior of employees who fail to follow established rules and regulations, or to meet job performance standards. It is a form of training designed to correct undesirable conduct and encourage the development of self-control. Excepting an action for dismissal, the paramount objective of discipline is not to punish employees by penalizing them for past violations but to change their behavior by making them responsible for their future actions. Disciplinary actions, for the purposes of hearing rights are defined as suspension, demotion, or dismissal.

18.2.3 Verbal Warning

A "verbal warning" may be given for a specific behavior that violates District policy, a failure to obey the lawful orders of a supervisor/administrator, any conduct specified under the Dismissal for Cause section of this article, or when circumstances or events occur that makes it necessary for this action to be taken. A verbal warning may be given to an employee by the employee's supervisor, department head/Vice President, or the Chief Human Resource Officer.

Verbal warnings are not punitive in nature. They are notices to an employee that he/she has violated a rule or regulation and must change his/her behavior in such a way that he/she will not violate the rule or regulation again.

Verbal warnings shall be documented on the Verbal Warning/Written Reprimand Documentation Form.

18.2.4 Written Reprimand

A **"written reprimand"** is given for the same behavior(s) as a verbal warning and is used when a verbal warning has not affected the appropriate behavioral response on the part of the employee within a reasonable period of time. A written reprimand may be given to the employee by the employee's supervisor, department head/Vice President, or the Chief Human Resource Officer.

Additionally, a written reprimand may be issued when an employee commits a specific act that is of a nature that a verbal warning is deemed to be an insufficient or inappropriate action for the seriousness of the act committed.

Written reprimands shall be documented on the Verbal Warning/Written Reprimand Documentation Form.

18.2.5 Suspension

"Suspension" is an enforced absence, with or without pay, for not more than thirty (30) working days. An employee may be suspended pending the investigation of charges.

18.2.6 Demotion

"Demotion" is an enforced reduction to a lower classification.

18.2.7 Dismissal

“Dismissal" is termination from employment for just cause.

Suspension, demotion, or dismissals shall be documented on the Disciplinary Suspension, Demotion, or Dismissal Form.

18.3 Progressive Discipline Procedure

Disciplinary actions taken against a permanent classified employee must be progressive in nature. Only in those cases where an employee's conduct includes the activities specified in the Dismissal for Cause section of this article may disciplinary action be taken without a prior attempt to effect appropriate behavioral change in the employee.

Progressive discipline shall include the following steps:

1. **Pre- Disciplinary Counseling**

   Within ten (10) work days of the occurrence of the inappropriate behavior, the supervisor and employee will meet to discuss the employee's behavior. The discussion focuses on actions that the employee must take to bring his/her behavior in line with established rules and regulations and/or expectation standards of job performance.

2. Verbal Warning

If the inappropriate behavior continues, within ten (10) work days after the repeated occurrence, the supervisor may give the employee a verbal warning. The verbal warning must specify the reasons for the disciplinary action and the corrective actions the employee must take in making an appropriate behavioral change. The supervisor meets with the employee to discuss his/her inappropriate behavior and completes a Verbal Warning Documentation Form.

This document is forwarded to the Chief Human Resource Officer to be placed in a sealed envelope in the employee's personnel file and a copy given to the employee. The employee shall be given five (5) business days after receipt of the Verbal Warning Documentation Form to prepare a written response/rebuttal which shall be placed in the personnel file. If no further disciplinary action is required, all record of the verbal warning and the response/rebuttal shall be destroyed two years after its date of issue.

3. Written Reprimand

If the employee has received one (1) or more verbal warnings and his/her behavior continues to be inappropriate, or if he/she commits an act considered to be of a serious nature, the employee disciplinary action and the corrective actions the employee must take in making the appropriate behavioral change. Within two (2) work days a Written Reprimand Documentation Form will be completed and forwarded to the Chief Human Resource Officer to be placed in a sealed envelope in the employee's personnel file with a copy given to the employee. The employee shall be given five (5) business days after receipt of the Written Reprimand Documentation Form to prepare a written response/rebuttal which shall be placed in the personnel file. If no further disciplinary actions are initiated within a three (3) year period, disciplinary action documents, including the response/rebuttal shall be purged from the employee's personnel file and destroyed may be given a written reprimand. The written reprimand must specify the reasons for the

4. Suspension, Demotion or Dismissal

If the employee has received one (1) or more written reprimands and his/her behavior continues to be inappropriate, or if he/she commits an act considered to be of a serious nature, the employee may be suspended, demoted, or dismissed. No permanent classified employee shall be terminated for reasons of substandard job performance without first being notified of the specific job duties that need to be improved and then given adequate time to make these improvements. The employee and his/her supervisor shall develop a written plan describing the specific actions the employee must take to bring his/her job performance up to acceptable standards.

Forty-five (45) work days after the plan is put into action, the employee and supervisor will meet to discuss the employee's progress toward meeting performance standards. If the employee fails to meet performance standards after this period, he/she shall be given appropriate disciplinary action. If no further disciplinary actions are initiated within a three (3) year period, disciplinary action documents shall be purged from the employee's personnel file and destroyed, unless otherwise required by law.

Process for disciplinary action, suspension, demotion and dismissal. Education Code Section 88013.

1. **Pre-Disciplinary Rights**

(a) Prior to the imposition of discipline (Suspension, Demotion, or Dismissal), the Chief Human Resource Officer shall give written notice to the classified employee. This written Notice of Proposed Disciplinary Action shall be served by certified mail or personal delivery to the classified employee at least ten (10) calendar days prior to the date when discipline may be imposed. In emergency situations where it is deemed appropriate to remove the classified employee immediately, the classified employee shall not lose compensation prior to the date when discipline may commence. Discipline may be imposed if the request for a pre-discipline hearing is waived or after the pre-disciplinary hearing is concluded.

(b) The written Notice of Proposed Disciplinary Action shall be served by certified mail or personal delivery. Service by certified mail shall be deemed complete on the date of mailing. The contents of the written notice shall include at least the following:

1. A statement in ordinary and concise language of the specific acts and omissions upon which the proposed disciplinary action is based. Such statement may incorporate by reference the acts and omissions described in attached memoranda or other attached documents.

2. The specific disciplinary action proposed.

3. The cause(s) or reason(s) for the specific disciplinary action proposed.

4. A copy of the applicable regulation(s) where it is claimed a violation of regulation(s) took place.

5. A statement that the classified employee has the right to respond to the matters raised in the written notice both orally and in writing, prior to the end of the ten (10) calendar days following the date the written notice was served.

6. A statement that the classified employee, upon request, is entitled to appear personally before the Chief Human Resource Officer regarding the matters raised in the written notice prior to the end of the ten (10) calendar days following the date the written notice was served. At such meeting, the classified employee shall be granted

a reasonable opportunity to make any representations the classified employee believes are relevant to the cause.

7. Within five (5) work days after the hearing before the Chief Human Resource Officer, the classified employee shall be advised of the decision in writing. The decision to uphold, modify, or overturn the recommended discipline shall contain the reasons for the decision within the document.

2. <u>Post-Disciplinary Hearing Right</u>

(a) If discipline is imposed the classified employee shall be entitled to a post-disciplinary evidentiary hearing with a third party hearing officer.

(b) The Chief Human Resource Officer shall serve the classified employee a written Decision which shall be accompanied by a card or paper, the signing and filing of which shall constitute a demand for hearing, and a denial of all charges. To request a hearing, said card or paper shall be filed with the Chief Human Resource Officer within five (5) work days after service of the decision or the right to such hearing is waived.

(c) Within ten (10) work days of receipt of the appeal request, the CHRO shall arrange for a third party hearing officer (selected from a list of area mediators/arbitrators, two submitted from Association and two from the District then selected by random drawing). The cost for the services shall be borne completely by the district.

(d) This classified employee shall have the following rights and the hearing shall be conducted in the following manner:

1. To representation by counsel or other lawful representative;

2. To personally appear;

3. All testimony shall be given under oath;

4. To call witnesses to testify on his/her behalf and the District shall require such witnesses to appear and testify;

5. To cross examine all adverse witnesses;

6. To examine all documentary evidence, the District proposes to use a reasonable time (not less than five days) before the hearing;

7. The burden of proof shall remain with the District to prove by a preponderance of evidence that the discipline was warranted;

8. Any and all other rights which a Court of competent jurisdiction may decide arise out of an employee's due process rights in this disciplinary setting.

9. Within five (5) working days the third party hearing officer shall render his/her findings in writing.

3. <u>Post Disciplinary Hearing Appeal—Final Step</u>

(a) If the employee is not satisfied with the findings from the third party hearing officer, he/she may, within five (5) work days of receipt of the findings from the third party hearing officer, appeal to the Board of Trustees:

1. At the next regular meeting or as soon thereafter as can reasonably be arranged, the President of the Board shall convene an appeal hearing from the third party hearing officer's findings.

2. Within thirty days after the hearing, the Board of Trustees shall render its findings to the petitioning employee.

3. The Board hearing shall be limited to the following: it shall consider the findings of the third party hearing officer; it shall permit the employee and/or his/her representatives to make argument and to allow an appropriate reply on the art of the College's representative; and it may admit any additional evidence which would have been otherwise admitted at the hearing before the third party hearing officer but was inappropriately excluded or was not available or discovered until after the hearing was concluded.

4. In the event the Board of Trustees makes a final decision to modify or reverse the initial action taken by the District and the discipline has already been imposed, the employee shall be entitled to such make-whole relief as the Board of Trustees deems appropriate.

5. A copy of the written decision by the Board of Trustees shall be sent to the employee and his/her representative no later than five (5) working days after it is adopted. The decision shall include findings of fact and determination of issues by the Board.

6. The Board's determination of the sufficiency of the cause for disciplinary action shall be conclusive in all cases.

7. The employee may request the Board of Trustees' appeal hearing be held in open or closed session. If the employee is reinstated all salary and benefits lost during the post-termination hearing process shall be restored to the employee.

18.4 Grounds for Demotion, Suspension or Dismissal:

A permanent employee may have disciplinary action taken for cause, including but not limited to, the following:

1. Incompetency or inefficiency in the performance of the duties of his/her position.
2. Insubordination, including but not limited to refusal to do assigned work.
3. Carelessness or negligence in the performance of duty, or in the care or use of District property.
4. Discourteous, offensive, or abusive conduct or language toward other employees, students, or the public.
5. Dishonesty.
6. Drinking alcoholic beverages on the job, or reporting to work while under the influence of intoxicating substances.
7. Conviction or the illegal possession of or use of narcotics.
8. Violation of the Drug Free Workplace Act of 1988.
9. Continuing illness of a disabling nature which could render the employee incapable of performing his/her required duties.
10. Personal conduct unbecoming an employee of the district.
11. Engaging in political activities during assigned hours of work.
12. Conviction of a felony or misdemeanor involving moral turpitude.
13. Repeated or unexcused absence or tardiness.
14. Abuse of any leave privileges.
15. Providing false or misleading information on application forms or examination and employment records.
16. Offering anything of value or any service or special treatment in connection with the employee's job or employment, or in acceptance of anything of value or any service in exchange for granting any special treatment to any other employee or to any members of the public.
17. Abandonment of position after three (3) consecutive days of unreported absence.
18. Advocacy of the overthrow of federal, state or local government by force, violence or other unlawful means.
19. Willful or persistent violation of the laws and regulations made applicable to the public schools by the Board of Trustees, or by any other appropriate federal, state or local government agency.

ARTICLE 19 PROFESSIONAL GROWTH PROGRAM

It shall be the policy of the Board of Trustees to encourage continued and active participation on the part of all classified employees in professional growth activities designed to improve service to the District.

Professional Growth activities may be District-sponsored activities held outside of regular assignment and educational activities of other agencies.

Credit for participation in these activities shall be reflected in an earned professional growth increment as approved by the Board.

Professional Growth is being developed if:

1. The experience reflects increased knowledge, understanding, and skills in the participant's regular assignment; or in an assignment that is included within the employee's classification groupings (i.e., related classifications as in higher classifications.)

2. The Professional Growth experience results in professional development manifested by an increase in knowledge, skills, alertness and a better ability to respond to the needs of the District, its students and the community.

Employees Eligible to Participate in the Professional Growth Program:

1. Individual must be a permanent employee.

2. Employee must be in a paid status upon completion of a segment.

3. Any employee enrolled in the Professional Growth Program who has terminated his/her employment with the District and is re-employed within thirty-nine (39) months on a regular basis may resume his/her Professional Growth Program in order to complete that segment, and use all points earned prior to the date of termination.

Procedure for Completing Professional Growth Program:

1. Each segment will require the completion of eighteen (18) points.

2. The employee shall apply for approval prior to course work being taken. The CHRO shall grant or deny approval of the class for professional growth credit within ten (10) working days from the date of the employee's application request.

3. All professional growth candidates taking courses must obtain a passing grade of "C" or better.

4. Employees must submit evidence of satisfactory completion of course work to the Human Resources Office by June 30th.

5. Employees who anticipate completing a segment at the conclusion of a fiscal year must have registered their intent with the CHRO by February 1 of that fiscal year.

6. The cash award shall be paid annually in August following the completion of each segment. Employee must be in a paid status on June 30th.

7. Professional growth points in excess of eighteen (18) can be rolled over to the next segment provided the employee continues enrollment in one or more professional growth activities per year throughout the segment, provided that no degree has been completed. Completion of a degree and 15 units will culminate in completion of a segment. Only one AA, Bachelor's or Master's degree will count as above.

8. There shall be a total of five (5) program segments and each segment has a four (4) year time period for completion with the exception of the first program segment, which has a time limit of six (6) years.

AWARD SCHEDULE		
	ANNUAL AWARDS PAID BY SEGMENT	ANNUAL AWARDS PAID MAXIMUM ACCUMULATION
1st Program Segment	$300.00	$ 300.00
2nd Program Segment	$275.00	$ 575.00
3rd Program Segment	$250.00	$ 825.00
4th Program Segment	$225.00	$1,050.00
5th Program Segment	$200.00	$1,250.00

9. An employee on an approved personal leave of absence or layoff may extend his/her current segment for one additional year upon written notification to the CHRO

Criteria:

1. College or University, community college, trade school, or adult education courses:

   (a) should relate to the position currently occupied by the employee, or in an assignment that is included within the employee's classification groupings (i.e., related classification as in higher classifications).

   OR

   (b) should meet the requirements of the position for which the employee is training within his /her job class grouping or the professional growth experience in professional development manifested by an increase in knowledge, skills, alertness and is able to respond to the needs of the District, its students, and the community.

2. No credit will be allowed for activities taken during the employee's normal work schedule with the exception of flex week and approved District workshops or seminars. (Approved District workshops are those approved in advance by the CHRO.)

   (a) The following activities are considered professional growth activities under this program:

      1. Professional seminars and workshops sponsored by the District or outside agencies and paid for by the employee, and taken outside the employee's normal work schedule.

      2. Educational courses paid for by the employee and taken outside the employee's normal work schedule.

      3. Other educational and training activities outside normal working hours, e.g. flex activities, community and focus groups.

   (b) The following activities are not considered professional growth activities under this program:

      1. Orientation, on-the-job training, safety training, informational meetings and committee meetings.

      2. Educational and training activities (fees, tuition, books and materials, release time) which are paid for by the District.

Completed points must be reported to the CHRO Office within ten (10) days of completion or no later than February 1.

Categories:

1. Courses taken at an accredited institution are computed as one unit of credit or one point.

2. Workshops/seminars, approved by CHRO, 15 hours = 1 point

Presenter: If a classified employee is presenting a seminar and is enrolled in the Professional Growth Program, they shall earn double credit for that seminar.

3. Special Programs: 15 hours' attendance = 1 point

    a) Institutes

        1. A short educational program established for a group concerned with some special field work and Lectures - Prior approval is required by the CHRO.

4. Individual Research: A maximum of three (3) points may be received for each project completed during a Professional Growth Program Segment:

    a) A one-page written project proposal must be given to the CHRO.

    b) Lectures

        1. Lectures shall Approval of a project for Professional Growth Credit must be selected from those approved provided in writing by the District CHRO prior to starting the project.

5. Individual Research: A maximum of three (3) points may be received for each project completed during a Professional Growth Program Segment:

    a) project may be used to improve quality and efficiency of employee's work and/or service within the District.

    b) A project proposal may be used to improve quality and efficiency of employee's work and/or service within the District.

    c) The completed project report must be submitted to the CHRO where the number of points will be determined.

(Note: Professional Growth Points are calculated to one decimal point for activities other than course work.)

ARTICLE 20 CAMPUS SAFETY OFFICER AND PARKING CONTROL ATTENDANT STUDENT WORKER

1. **Eligibility**: To be eligible for a Campus Safety Officer and Parking Control Attendant student worker position in the bargaining unit, an employee must be a current student of the College and must maintain at least six units at all times during student employment. For Campus Safety Officers, the classes must be in a reasonable related field, or in a declared major reasonably related to the field (i.e. Security / Corrections / POST / Administration of Justice). Campus Safety Officer and Parking Control Attendant student workers shall remain eligible for Student Employment for a period not to exceed three years. Students on Academic Probation are not eligible for student employment in the position of Campus Safety Officer and/or Parking Control Attendant student worker.

    a) Completion of Program: Upon successful completion of the field of study related to the student worker position Campus Safety Officer and Parking Control Attendant student workers can request, and shall be granted, a letter of recommendation from the area administrator on District letterhead documenting the experience gained in the position, which shall at least contain the following information:
        - Dates Worked
        - Rate of Pay
        - Assigned Duties

2. **Employment**: Applications for Campus Safety Officer and Parking Control Attendant student worker positions and a packet of hiring documents shall be available on the District's website under a tab labelled "Student Employment" or in the Human Resources Office. The packet contains required reading material and forms that must be completed before employees in these positions begin working, including CSEA application materials.

3. **Promotion Rights**: Campus Safety Officer and Parking Control Attendant student workers within the bargaining unit shall be notified when a vacancy is open to the public.

4. **Evaluations**: The area Administrator will evaluate Campus Safety Officer and Parking Control Attendant student workers within the bargaining unit once each semester.

    a) Student Worker Rights: No performance evaluation shall be made based solely upon hearsay statements. Performance evaluations shall be based on the evaluator's personal observations and knowledge of the employee's job performance. Any negative performance evaluation shall include specific recommendations for improvements and provisions for assisting the student worker in implementing any recommendation made. Evaluators will discuss the performance evaluation with the employee being evaluated before it is placed in the employee's personnel record. A student worker who has an evaluation mark or comment on the evaluation that is below satisfactory, or that indicates an area

of weakness has the right to respond to the evaluation and have it included with the performance evaluation.

5. **Layoff**: In the event the College determines the necessity for a reduction in force of Student Workers, such reduction in force shall be based on seniority. The College shall provide written notice to the affected employee no later than thirty (30) calendar days prior to the effective date of layoff. Student Workers impacted by a layoff shall have reemployment rights for a period of six (6) months, provided the impacted student worker meets eligibility requirements above.

6. **Hours**:
   a.) Work Schedule: The work year and daily work schedule for Student Workers within the bargaining unit shall be established by the District upon hire and provided to the worker. Employees in Student Worker positions may not normally work more than 20 hours per week.

   b.) Rest Break: Rest breaks shall be granted in two (2) fifteen (15) minute rest periods for each four-hour period Student Workers are scheduled to work.

   c.) Meal Break: A duty-free lunch break of 30 minutes must be taken by employees who work at least six (6) consecutive hours or more, to be taken as nearly as possible to the midpoint of the workday.

   d.) Call Back: Student Workers in the bargaining unit who are called in to work on a day when that employee is not scheduled to work, or is called back to work after completion of that employee's regular assigned shift, shall be compensated for at least two (2) hours of work at his or her regular rate of pay under this Agreement.

   e.) Sick Leave: Sick leave shall be administered to Student Workers in accordance with the requirements of the Healthy Families, Healthy Workplaces Act (California Labor Code section 245 et seq.), including the accumulation of one (1) hour of sick leave for every thirty (30) hours worked.

   f.) Additional Leaves: Leaves which are legally applicable to Student Workers, including but not limited to leaves required under the Family and Medical Leave Act, California Family Rights Act, Family School Partnership Act, and any others which are applicable, shall be granted in accordance with the terms of Article 11 of the CSEA/ICCD Collective Bargaining Agreement.

   The following sections of Article 11 do not apply to Campus Security and Parking Attendant Student Workers within the bargaining unit:

   Article 11 section 11.1 Sick Leave
   Article 11 section 11.1.1 Accumulation of Sick Leave
   Article 11 section 11.1.3 Transfer of Sick Leave
   Article 11.2 Extended Sick Leave

Article 11.3 Additional Leave for Nonindustrial Accident or Illness (Ed Code Section 88195)
Article 11.4 Industrial Accident and Illness Leave
Article 11.5 Rights of Employee Returning from Leave
Article 11.6 Reinstatement of Permanent Employees After Resignation
Article 11.9 Personal Necessity Leave
Article 11.18 Leave Without Pay
Article 11.19 Other Leaves of Absence
Article 11.20 Catastrophic Leave Pool Program

7. **Salary**: Student Workers shall be paid from a 5-step salary schedule (See Attachment). Unless otherwise negotiated by the parties or mandated by state of federal law, Step 1 will be the applicable California Minimum Wage and each step shall increase by three (3) percent.

   a.) Salary Placement: Student Workers shall be placed on the Student Worker salary schedule, based on their years in the position.

   b.) Salary Schedule Advancement: Step advancement on the Student Worker salary schedule shall occur annually on the employee's anniversary date in the position.

   c.) Overtime: Determination of overtime shall be governed by the Fair Labor Standards Act and any other applicable Federal and State laws.

   d.) Pay Schedule: Student Workers shall submit timesheets for hours worked and be paid once a month on the regularly scheduled pay date of the month following the month worked.

8. **Health and Welfare Benefits**: Student Workers shall be eligible for health and welfare benefits solely in accordance with the provisions and requirements of state and federal law.

9. **CSEA Bargaining Agreement**: Unless otherwise agreed by the parties, the following additional articles of the CBA will apply to Campus Safety Officer and Parking Control Attendant student workers within the bargaining unit:

   1. Recognition
   2. Equal Employment Opportunity/Diversity, Title IX Employer
   3. Association Rights
   4. Employee Rights
   5. District Rights
   18. Grievance Procedure
   19. Discipline
   13. Holidays – (Only if in paid status the day preceding or succeeding the Holiday)
   21. Separability and Savings
   22 Completion of Meeting and Negotiating
   23. Safety
   24. Effect of Agreement
   25. Term of Agreement
   26. Reopeners
   Appendices as Applicable

ARTICLE 21 SEPARABILITY AND SAVINGS

If any provision of this agreement is held to be invalid by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions of this Agreement shall not be affected thereby and shall continue in full force and effect.

In the event any provision of this Agreement is held to be invalid as described directly above, the parties agree to meet and negotiate for the sole purpose of arriving at a mutually satisfactory replacement for the invalidated provision. This meeting shall take place no later than ten (10) calendar days after receipt of a copy of the transcript of the decision that invalidated the provision of this Agreement.

ARTICLE 22 COMPLETION OF MEETING AND NEGOTIATING

The specific, written terms of this Agreement constitute the full and complete agreement between the parties on the subject matter contained in the Agreement. Except as provided in any applicable reopener provisions, the parties agree to waive and relinquish the right to negotiate over the specific, written terms contained within the Agreement. The parties agree that any changes to the existing specific, written terms of the Agreement shall only be effective upon being reduced to writing and signed by the parties.

The parties further recognize that any proposed changes or alterations of terms and conditions of employment which are not included in this Agreement, which fall within the scope of representation as set forth in California Government Code section 3543.2, are subject to negotiations. The parties agree that modifications to said non-contractual terms and conditions shall only be effective upon being reduced to writing and signed by the parties.

ARTICLE 23 SAFETY

Employee safety is a primary concern of the District and the Association.

The District agrees to provide safe conditions under which unit members are required to work and to comply with standards prescribed by applicable federal, state, and local laws, regulations, and ordinances affecting the safety of employees.

Members of the bargaining unit agree to remedy any unsafe condition the employee notices and/or report the condition immediately to their supervisor.

ARTICLE 24 EFFECT OF AGREEMENT

The parties agree that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state law and that in the absence of specific provisions in this Agreement such provisions that are covered under applicable codes shall be in effect.

ARTICLE 25 TERM OF AGREEMENT

This agreement shall become effective July 1, 2017, and shall continue in effect up to and including June 30, 2020.

ARTICLE 26 REOPENERS

26.1 Contract Reopeners

During the term of this agreement there shall be no re-opening of any term or condition of this collective bargaining agreement, except by mutual agreement between the parties.

This CBA is Agreed and Accepted this 18th day of October, 2017.

For California School Employees' Association, Chapter 472

Yethel Alonso
President, CSEA Chapter #472

For the Imperial Community College District

Dr. Victor Jaime
Superintendent/President

EXHIBIT A

VOLUNTARY RECOGNITION AGREEMENT

District

Imperial Community College District
380 East Aten Road
Imperial, CA 92251

Exclusive Representative of Classified Employees

California School Employees Association
Chapter No. 472
c/o Imperial Valley College
380 East Aten Road
Imperial, CA 92251

History

(1) On July 7, 1976, the Board of Trustees of Imperial Community College District adopted a resolution which, among other things, resolved, "that the local chapter No. 472 of CSEA be recognized as the exclusive bargaining agent" for classified employees of the District for the purpose of collective bargaining.

(2) On July 12, 1976, the President of Imperial Valley College and the President of CSEA Chapter No. 472, in a jointly signed letter to the California Educational Employment Relations Board (PERB), notified EERB of this decision and requested that an earlier request for a representation election be canceled because of voluntary recognition.

Appropriate Unit

(1) The parties agreed to an appropriate unit of all the District's classified employees which shall include but not be limited to the following major groupings of jobs: Food Service; Secretarial/Clerical; Operations and Maintenance (custodial/ maintenance/grounds); Instructional Aides (paraprofessionals); and Transportation.

(2) The parties agreed that the unit excludes those positions which can lawfully be declared management, confidential, supervisory, and certificated.

_____	_____
District	Association
_____	_____
Date	Date

STATE OF CALIFORNIA
PUBLIC EMPLOYMENT RELATIONS BOARD

IMPERIAL COMMUNITY COLLEGE DISTRICT, Employer, and CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER 472, Exclusive Representative.	Case No. LA-UM-905-E

UNIT MODIFICATION ORDER

TITLE OF UNIT: Wall to wall classified bargaining unit

Pursuant to authority vested in the undersigned by the Public Employment Relations Board, the following modification of the above-referenced unit is approved:

> The Campus Safety Support and Parking Attendant positions are added to the wall to wall classified bargaining unit.

This Unit Modification Order shall not be considered to be a certification for the purpose of computing time limits pursuant to PERB Regulation 32754.

Issuance of this Order shall not be interpreted to mean that the Board would find this unit, as modified, to be an appropriate unit in a disputed case.

Signed at Glendale, California

On February 24, 2016

On behalf of
PUBLIC EMPLOYMENT RELATIONS BOARD

Mary Weiss
Senior Regional Attorney

EXHIBIT B1

IMPERIAL VALLEY COLLEGE
CLASSIFIED POSITIONS BY SALARY RANGE & SPECIFICATION
2017-2020

Bargaining unit members designated as Regular Classified
Salary Schedule #3

REGULAR CLASSIFIED

	RANGE	CLASS SPECIFICATION
1)	35	Grant Program Specialist
2)	35	Webmaster
3)	32	Computer Data Analyst
4)	32	Senior Enterprise Systems Specialist
5)	32	Senior Programmer/Systems Analyst
6)	29	Water Systems Treatment Operator
7)	26	Enterprise Systems Specialist
8)	26	Research Analyst
9)	26	Systems Analyst
10)	25	Athletic Trainer
11)	25	Economic & Workforce Development Coordinator
12)	25	Internship & Work Experience Coordinator
13)	25	Publications Design Coordinator
14)	24	Access Technology / Alternative Media Specialist
15)	24	Accountant
16)	24	Maintenance Worker III/HVAC
17)	24	Math Lab Instructional Specialist
18)	23	Communications Systems Specialist
19)	23	Technology Support Technician
20)	22	Student Employment Specialist
21)	22	Work Ability III (Career Development Specialist

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IMPERIAL VALLEY COLLEGE
CLASSIFIED POSITIONS BY SALARY RANGE & SPECIFICATION
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REGULAR CLASSIFIED

	RANGE	CLASS SPECIFICATION
22)	21	College Foundation Coordinator
23)	21	Technology Support Specialist
24)	21	Student Success Specialist
25)	20	Curriculum & Academic Systems Specialist
26)	20	Financial Aid Officer
27)	20	Publication & Academic Systems Specialist
28)	19	Accounting Coordinator
29)	19	Campus Safety & Parking Control Specialist
30)	19	Coordinator of Academic Support Services
31)	19	Grounds Maintenance Supervisor
32)	19	Maintenance Worker II/Locksmith
33)	19	Printing Specialist
34)	19	Purchasing & Receiving Coordinator
35)	19	Student Services Specialist (Assessment Center/SSSP)
36)	19	Student Services Specialist (Evaluator)
37)	19	Vehicle and Equipment Mechanic
38)	18	Administrative Secretary
39)	18	Custodial Supervisor
40)	18	Instructional Assistant/Curriculum Specialist
41)	18	Maintenance Worker II

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IMPERIAL VALLEY COLLEGE
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2017-2020

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REGULAR CLASSIFIED

	RANGE	CLASS SPECIFICATION
42)	18	Student Services Specialist (Admissions and Records)
43)	17	Financial Aid Specialist
44)	17	Language Lab Coordinator
45)	17	Learning Support Services Coordinator
46)	17	Reading/Writing Lab Coordinator
47)	17	Student Services Specialist (Financial Aid)
48)	17	Student Services Specialist (Student Affairs & Enrollment Services)
49)	16	Public Relations Specialist
50)	16	Science Lab Technician
51)	16	Staff Secretary III
52)	15	Accounting Technician
53)	15	Audiovisual Media Technician
54)	15	Continuing Education Technician
55)	15	Learning Services Technician
56)	15	Senior Library Technician
57)	14	Admissions and Records Technician
58)	14	Assessment Center Technician
59)	14	Budget Technician
60)	14	Instructional Support Technician
61)	14	Library Technician III (Circulation)
62)	14	Nursing Simulations & Computer Lab Technician

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IMPERIAL VALLEY COLLEGE
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REGULAR CLASSIFIED

	RANGE	CLASS SPECIFICATION
63)	14	Staff Support Technician
64)	14	Student Services Assistant
65)	14	Tool Room/Auto Shop Technician
66)	13	Preschool/Infant/Toddler Teacher
67)	13	Student Services Technician (Student Services)
68)	12	Instructional Support Assistant
69)	12	Instructional Support Assistant/POST Law Enforcement Programs
70)	12	Microcomputer Lab Assistant
71)	12	Staff Secretary II
72)	12	Staff Secretary II (Upward Bound)
73)	11	Financial Aid Assistant/Receptionist
74)	11	Grounds Maintenance Worker
75)	11	Lead Custodian
76)	10	Instructional Lab Assistant (Applied Sciences)
77)	10	Math Lab Assistant
78)	10	Reprographics Center/Mail Room Technician
79)	10	Staff Secretary I
80)	09	Library Technician I
81)	09	Office Assistant III
82)	09	Office Assistant III (Student Support Services)

EXHIBIT B1

IMPERIAL VALLEY COLLEGE
CLASSIFIED POSITIONS BY SALARY RANGE & SPECIFICATION
2017-2020

Bargaining unit members designated as Regular Classified
Salary Schedule #3

REGULAR CLASSIFIED

	RANGE	CLASS SPECIFICATION
83)	08	Audiovisual Assistant I
84)	08	Cook
85)	08	Custodian
86)	08	Office Assistant II

CLASSIFIED SALARY SCHEDULE
Effective July 1, 2017

Exhibit B2

*** Monthly = Yearly / 12** **** Daily = Hourly x 8** ***** Hourly = Yearly / 2080**

Range 8

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
YR	**33,067.32**	**34,058.76**	**35,080.68**	**36,133.08**	**37,216.92**	**38,333.28**	**39,484.20**	**40,668.48**	**41,889.60**	**43,147.20**
***MO**	2,755.61	2,838.23	2,923.39	3,011.09	3,101.41	3,194.44	3,290.35	3,389.04	3,490.80	3,595.60
****DA**	127.20	130.96	134.96	138.96	143.12	147.44	151.84	156.40	161.12	165.92
*****HR**	15.90	16.37	16.87	17.37	17.89	18.43	18.98	19.55	20.14	20.74

Range 9

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
YR	**34,076.04**	**35,097.84**	**36,151.32**	**37,235.16**	**38,352.48**	**39,503.40**	**40,687.92**	**41,908.80**	**43,166.40**	**44,461.56**
***MO**	2,839.67	2,924.82	3,012.61	3,102.93	3,196.04	3,291.95	3,390.66	3,492.40	3,597.20	3,705.13
****DA**	131.04	134.96	139.04	143.20	147.52	151.92	156.48	161.20	166.00	171.04
*****HR**	16.38	16.87	17.38	17.90	18.44	18.99	19.56	20.15	20.75	21.38

Range 10

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
YR	**35,071.56**	**36,123.84**	**37,207.80**	**38,323.08**	**39,472.92**	**40,657.44**	**41,877.36**	**43,133.88**	**44,428.08**	**45,761.88**
***MO**	2,922.63	3,010.32	3,100.65	3,193.59	3,289.41	3,388.12	3,489.78	3,594.49	3,702.34	3,813.49
****DA**	134.88	138.96	143.12	147.36	151.84	156.40	161.04	165.92	170.88	176.00
*****HR**	16.86	17.37	17.89	18.42	18.98	19.55	20.13	20.74	21.36	22.00

Range 11

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
YR	**36,132.00**	**37,215.84**	**38,332.32**	**39,482.16**	**40,666.56**	**41,886.48**	**43,143.00**	**44,437.20**	**45,771.00**	**47,144.28**
***MO**	3,011.00	3,101.32	3,194.36	3,290.18	3,388.88	3,490.54	3,595.25	3,703.10	3,814.25	3,928.69
****DA**	138.96	143.12	147.44	151.84	156.40	161.12	165.92	170.88	176.08	181.36
*****HR**	17.37	17.89	18.43	18.98	19.55	20.14	20.74	21.36	22.01	22.67

CLASSIFIED SALARY SCHEDULE
Effective July 1, 2017

Exhibit B2

*** Monthly = Yearly / 12** **** Daily = Hourly x 8** ***** Hourly = Yearly / 2080**

Range 12

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
YR	**37,217.88**	**38,334.24**	**39,485.16**	**40,669.68**	**41,889.60**	**43,146.12**	**44,440.20**	**45,774.00**	**47,147.28**	**48,562.44**
***MO**	3,101.49	3,194.52	3,290.43	3,389.14	3,490.80	3,595.51	3,703.35	3,814.50	3,928.94	4,046.87
****DA**	143.12	147.44	151.84	156.40	161.12	165.92	170.96	176.08	181.36	186.80
*****HR**	17.89	18.43	18.98	19.55	20.14	20.74	21.37	22.01	22.67	23.35

Range 13

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
YR	**38,330.16**	**39,480.00**	**40,664.52**	**41,884.44**	**43,141.08**	**44,435.16**	**45,767.88**	**47,141.16**	**48,556.32**	**50,013.96**
***MO**	3,194.18	3,290.00	3,388.71	3,490.37	3,595.09	3,702.93	3,813.99	3,928.43	4,046.36	4,167.83
****DA**	147.44	151.84	156.40	161.12	165.92	170.88	176.00	181.28	186.72	192.40
*****HR**	18.43	18.98	19.55	20.14	20.74	21.36	22.00	22.66	23.34	24.05

Range 14

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
YR	**39,494.28**	**40,678.80**	**41,899.68**	**43,156.32**	**44,451.48**	**45,784.08**	**47,158.56**	**48,572.52**	**50,030.16**	**51,531.48**
***MO**	3,291.19	3,389.90	3,491.64	3,596.36	3,704.29	3,815.34	3,929.88	4,047.71	4,169.18	4,294.29
****DA**	151.92	156.48	161.12	166.00	170.96	176.08	181.36	186.80	192.40	198.16
*****HR**	18.99	19.56	20.14	20.75	21.37	22.01	22.67	23.35	24.05	24.77

Range 15

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
YR	**40,670.64**	**41,891.64**	**43,148.16**	**44,442.36**	**45,775.92**	**47,148.36**	**48,563.40**	**50,020.08**	**51,521.40**	**53,067.48**
***MO**	3,389.22	3,490.97	3,595.68	3,703.53	3,814.66	3,929.03	4,046.95	4,168.34	4,293.45	4,422.29
****DA**	156.40	161.12	165.92	170.96	176.08	181.36	186.80	192.40	198.16	204.08
*****HR**	19.55	20.14	20.74	21.37	22.01	22.67	23.35	24.05	24.77	25.51

CLASSIFIED SALARY SCHEDULE
Effective July 1, 2017

Exhibit B2

*** Monthly = Yearly / 12** **** Daily = Hourly x 8** ***** Hourly = Yearly / 2080**

Range 16

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
YR	**41,886.48**	**43,143.00**	**44,437.20**	**45,771.00**	**47,143.32**	**48,558.24**	**50,014.92**	**51,515.28**	**53,061.36**	**54,654.12**
***MO**	3,490.54	3,595.25	3,703.10	3,814.25	3,928.61	4,046.52	4,167.91	4,292.94	4,421.78	4,554.51
****DA**	161.12	165.92	170.88	176.08	181.36	186.80	192.40	198.16	204.08	210.24
*****HR**	20.14	20.74	21.36	22.01	22.67	23.35	24.05	24.77	25.51	26.28

Range 17

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
YR	**43,154.28**	**44,448.36**	**45,782.04**	**47,155.44**	**48,570.48**	**50,027.04**	**51,528.48**	**53,073.48**	**54,666.36**	**56,306.76**
***MO**	3,596.19	3,704.03	3,815.17	3,929.62	4,047.54	4,168.92	4,294.04	4,422.79	4,555.53	4,692.23
****DA**	166.00	170.96	176.08	181.36	186.80	192.40	198.16	204.16	210.24	216.56
*****HR**	20.75	21.37	22.01	22.67	23.35	24.05	24.77	25.52	26.28	27.07

Range 18

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
YR	**44,447.28**	**45,780.12**	**47,153.40**	**48,568.44**	**50,025.12**	**51,526.44**	**53,072.52**	**54,664.32**	**56,304.72**	**57,994.08**
***MO**	3,703.94	3,815.01	3,929.45	4,047.37	4,168.76	4,293.87	4,422.71	4,555.36	4,692.06	4,832.84
****DA**	170.96	176.08	181.36	186.80	192.40	198.16	204.16	210.24	216.56	223.04
*****HR**	21.37	22.01	22.67	23.35	24.05	24.77	25.52	26.28	27.07	27.88

Range 19

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
YR	**45,779.04**	**47,152.44**	**48,567.36**	**50,024.04**	**51,524.52**	**53,070.48**	**54,662.16**	**56,302.80**	**57,992.04**	**59,732.04**
***MO**	3,814.92	3,929.37	4,047.28	4,168.67	4,293.71	4,422.54	4,555.18	4,691.90	4,832.67	4,977.67
****DA**	176.08	181.36	186.80	192.40	198.16	204.08	210.24	216.56	223.04	229.76
*****HR**	22.01	22.67	23.35	24.05	24.77	25.51	26.28	27.07	27.88	28.72

CLASSIFIED SALARY SCHEDULE
Effective July 1, 2017

Exhibit B2

*** Monthly = Yearly / 12** **** Daily = Hourly x 8** ***** Hourly = Yearly / 2080**

Range 20

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
YR	**47,149.32**	**48,564.36**	**50,021.04**	**51,522.36**	**53,067.48**	**54,659.16**	**56,299.68**	**57,987.96**	**59,728.08**	**61,519.92**
*MO	3,929.11	4,047.03	4,168.42	4,293.53	4,422.29	4,554.93	4,691.64	4,832.33	4,977.34	5,126.66
**DA	181.36	186.80	192.40	198.16	204.08	210.24	216.56	223.04	229.76	236.64
***HR	22.67	23.35	24.05	24.77	25.51	26.28	27.07	27.88	28.72	29.58

Range 21

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
YR	**48,572.52**	**50,029.20**	**51,530.52**	**53,076.60**	**54,668.28**	**56,308.92**	**57,998.16**	**59,738.16**	**61,531.08**	**63,377.76**
*MO	4,047.71	4,169.10	4,294.21	4,423.05	4,555.69	4,692.41	4,833.18	4,978.18	5,127.59	5,281.48
**DA	186.80	192.40	198.16	204.16	210.24	216.56	223.04	229.76	236.64	243.76
***HR	23.35	24.05	24.77	25.52	26.28	27.07	27.88	28.72	29.58	30.47

Range 22

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
YR	**50,021.04**	**51,521.40**	**53,067.48**	**54,659.16**	**56,298.60**	**57,987.96**	**59,727.00**	**61,518.84**	**63,364.56**	**65,266.20**
*MO	4,168.42	4,293.45	4,422.29	4,554.93	4,691.55	4,832.33	4,977.25	5,126.57	5,280.38	5,438.85
**DA	192.40	198.16	204.08	210.24	216.56	223.04	229.68	236.64	243.68	251.04
***HR	24.05	24.77	25.51	26.28	27.07	27.88	28.71	29.58	30.46	31.38

Range 23

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
YR	**51,521.40**	**53,066.40**	**54,658.20**	**56,298.60**	**57,986.88**	**59,727.00**	**61,518.84**	**63,364.56**	**65,266.20**	**67,224.72**
*MO	4,293.45	4,422.20	4,554.85	4,691.55	4,832.24	4,977.25	5,126.57	5,280.38	5,438.85	5,602.06
**DA	198.16	204.08	210.24	216.56	223.04	229.68	236.64	243.68	251.04	258.56
***HR	24.77	25.51	26.28	27.07	27.88	28.71	29.58	30.46	31.38	32.32

CLASSIFIED SALARY SCHEDULE
Effective July 1, 2017

Exhibit B2

*** Monthly = Yearly / 12** **** Daily = Hourly x 8** ***** Hourly = Yearly / 2080**

Range 24

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
YR	**53,072.52**	**54,665.28**	**56,304.72**	**57,994.08**	**59,734.20**	**61,526.04**	**63,371.64**	**65,272.32**	**67,230.72**	**69,248.16**
*MO	4,422.71	4,555.44	4,692.06	4,832.84	4,977.85	5,127.17	5,280.97	5,439.36	5,602.56	5,770.68
**DA	204.16	210.24	216.56	223.04	229.76	236.64	243.76	251.04	258.56	266.32
***HR	25.52	26.28	27.07	27.88	28.72	29.58	30.47	31.38	32.32	33.29

Range 25

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
YR	**54,663.24**	**56,302.80**	**57,992.04**	**59,732.04**	**61,524.00**	**63,369.72**	**65,271.24**	**67,228.68**	**69,246.12**	**71,324.40**
*MO	4,555.27	4,691.90	4,832.67	4,977.67	5,127.00	5,280.81	5,439.27	5,602.39	5,770.51	5,943.70
**DA	210.24	216.56	223.04	229.76	236.64	243.76	251.04	258.56	266.32	274.32
***HR	26.28	27.07	27.88	28.72	29.58	30.47	31.38	32.32	33.29	34.29

Range 26

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
YR	**56,292.60**	**57,981.96**	**59,720.88**	**61,512.72**	**63,358.44**	**65,259.12**	**67,216.56**	**69,232.92**	**71,310.12**	**73,450.56**
*MO	4,691.05	4,831.83	4,976.74	5,126.06	5,279.87	5,438.26	5,601.38	5,769.41	5,942.51	6,120.88
**DA	216.48	223.04	229.68	236.56	243.68	250.96	258.56	266.32	274.24	282.48
***HR	27.06	27.88	28.71	29.57	30.46	31.37	32.32	33.29	34.28	35.31

Range 27

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
YR	**57,986.88**	**59,726.04**	**61,517.88**	**63,363.60**	**65,265.24**	**67,222.56**	**69,239.04**	**71,316.24**	**73,456.56**	**75,660.84**
*MO	4,832.24	4,977.17	5,126.49	5,280.30	5,438.77	5,601.88	5,769.92	5,943.02	6,121.38	6,305.07
**DA	223.04	229.68	236.64	243.68	251.04	258.56	266.32	274.32	282.56	291.04
***HR	27.88	28.71	29.58	30.46	31.38	32.32	33.29	34.29	35.32	36.38

CLASSIFIED SALARY SCHEDULE
Effective July 1, 2017

Exhibit B2

*** Monthly = Yearly / 12** **** Daily = Hourly x 8** ***** Hourly = Yearly / 2080**

Range 28

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
YR	**59,719.92**	**61,511.76**	**63,356.40**	**65,257.08**	**67,215.48**	**69,231.84**	**71,308.20**	**73,447.44**	**75,651.72**	**77,922.00**
*MO	4,976.66	5,125.98	5,279.70	5,438.09	5,601.29	5,769.32	5,942.35	6,120.62	6,304.31	6,493.50
**DA	229.68	236.56	243.68	250.96	258.56	266.24	274.24	282.48	290.96	299.68
***HR	28.71	29.57	30.46	31.37	32.32	33.28	34.28	35.31	36.37	37.46

Range 29

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
YR	**61,516.92**	**63,362.52**	**65,264.04**	**67,221.60**	**69,237.96**	**71,315.28**	**73,454.52**	**75,658.80**	**77,929.08**	**80,267.52**
*MO	5,126.41	5,280.21	5,438.67	5,601.80	5,769.83	5,942.94	6,121.21	6,304.90	6,494.09	6,688.96
**DA	236.64	243.68	251.04	258.56	266.32	274.32	282.48	290.96	299.76	308.72
***HR	29.58	30.46	31.38	32.32	33.29	34.29	35.31	36.37	37.47	38.59

Range 30

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
YR	**63,366.72**	**65,267.16**	**67,225.68**	**69,242.04**	**71,319.24**	**73,459.68**	**75,662.88**	**77,933.28**	**80,271.60**	**82,680.00**
*MO	5,280.56	5,438.93	5,602.14	5,770.17	5,943.27	6,121.64	6,305.24	6,494.44	6,689.30	6,890.00
**DA	243.68	251.04	258.56	266.32	274.32	282.56	291.04	299.76	308.72	318.00
***HR	30.46	31.38	32.32	33.29	34.29	35.32	36.38	37.47	38.59	39.75

Range 31

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
YR	**65,267.16**	**67,225.68**	**69,242.04**	**71,319.24**	**73,459.68**	**75,662.88**	**77,933.28**	**80,270.64**	**82,679.04**	**85,159.56**
*MO	5,438.93	5,602.14	5,770.17	5,943.27	6,121.64	6,305.24	6,494.44	6,689.22	6,889.92	7,096.63
**DA	251.04	258.56	266.32	274.32	282.56	291.04	299.76	308.72	318.00	327.52
***HR	31.38	32.32	33.29	34.29	35.32	36.38	37.47	38.59	39.75	40.94

CLASSIFIED SALARY SCHEDULE
Effective July 1, 2017

Exhibit B2

*** Monthly = Yearly / 12** **** Daily = Hourly x 8** ***** Hourly = Yearly / 2080**

Range 32

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
YR	**67,232.76**	**69,250.08**	**71,327.40**	**73,467.72**	**75,672.12**	**77,941.32**	**80,279.76**	**82,688.16**	**85,169.76**	**87,725.52**
***MO**	5,602.73	5,770.84	5,943.95	6,122.31	6,306.01	6,495.11	6,689.98	6,890.68	7,097.48	7,310.46
****DA**	258.56	266.32	274.32	282.56	291.04	299.76	308.80	318.00	327.60	337.44
*****HR**	32.32	33.29	34.29	35.32	36.38	37.47	38.60	39.75	40.95	42.18

Range 33

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
YR	**69,237.96**	**71,315.28**	**73,454.52**	**75,657.84**	**77,927.16**	**80,265.48**	**82,672.92**	**85,153.44**	**87,708.24**	**90,340.20**
***MO**	5,769.83	5,942.94	6,121.21	6,304.82	6,493.93	6,688.79	6,889.41	7,096.12	7,309.02	7,528.35
****DA**	266.32	274.32	282.48	290.96	299.68	308.72	318.00	327.52	337.36	347.44
*****HR**	33.29	34.29	35.31	36.37	37.46	38.59	39.75	40.94	42.17	43.43

Range 34

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
YR	**71,319.24**	**73,459.68**	**75,662.88**	**77,933.28**	**80,270.64**	**82,679.04**	**85,159.56**	**87,714.24**	**90,346.32**	**93,057.48**
***MO**	5,943.27	6,121.64	6,305.24	6,494.44	6,689.22	6,889.92	7,096.63	7,309.52	7,528.86	7,754.79
****DA**	274.32	282.56	291.04	299.76	308.72	318.00	327.52	337.36	347.52	357.92
*****HR**	34.29	35.32	36.38	37.47	38.59	39.75	40.94	42.17	43.44	44.74

Range 35

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
YR	**73,466.76**	**75,669.96**	**77,940.36**	**80,278.68**	**82,687.20**	**85,167.72**	**87,722.40**	**90,354.48**	**93,065.52**	**95,858.04**
***MO**	6,122.23	6,305.83	6,495.03	6,689.89	6,890.60	7,097.31	7,310.20	7,529.54	7,755.46	7,988.17
****DA**	282.56	291.04	299.76	308.80	318.00	327.60	337.36	347.52	357.92	368.72
*****HR**	35.32	36.38	37.47	38.60	39.75	40.95	42.17	43.44	44.74	46.09

EXHIBIT B3

Campus Safety Officer and Parking Control Attendant
Student Worker Salary Schedule

Effective July 1, 2017

Step 1	Step 2	Step 3	Step 4	Step 5
10.50	10.82	11.14	11.47	11.81

Effective January 1, 2018

Step 1	Step 2	Step 3	Step 4	Step 5
11.00	11.33	11.67	12.02	12.38

Effective January 1, 2019

Step 1	Step 2	Step 3	Step 4	Step 5
12.00	12.36	12.73	13.11	13.50

Effective January 1, 2020

Step 1	Step 2	Step 3	Step 4	Step 5
13.00	13.39	13.79	14.20	14.63

EXHIBIT C

IMPERIAL COMMUNITY COLLEGE DISTRICT

2017–2020 LOWER INCLUDED CLASSIFICATIONS FOR REASSIGNMENT AT LAYOFF

Instructions: Lower included classifications are those job classifications that have duties and/or minimum qualifications that are included or encompassed in the duties and/or minimum qualifications designated for the senior classification. Each occupational group identified by a capital letter is a lower included classifications category. Reassignment at layoff (bumping) shall take place with each lower included classification category.

Group A:	Secretary/Clerical Group	Range
1.	Administrative Secretary	18
2.	Staff Secretary III	16
3.	Instructional Support Technician	14
4.	Staff Support Technician	14
5.	Instructional Support Assistant	12
6.	Instructional Support Assistant/POST Law Enforcement Programs	12
7.	Staff Secretary II	12
8.	Staff Secretary II (Upward Bound)	12
9.	Financial Aid Assistant/Receptionist	11
10.	Instructional Lab Assistant (Applied Sciences)	10
11.	Reprographics Center/Mailroom Technician	10
12.	Staff Secretary I	10
13.	Office Assistant III	09
14.	Office Assistant III (Student Support Services)	09
15.	Office Assistant II	08

Group B:	Administrative Technician/Specialist Group	Range
1.	Grant Program Specialist	35
2.	Webmaster	35
3.	Research Analyst	26
4.	Economic & Workforce Development Coordinator	25
5.	Internship & Work Experience Coordinator	25
6.	College Foundation Coordinator	21
7.	Curriculum & Academic Systems Specialist	20
8.	Publications & Academic Systems Specialist	20
9.	Campus Safety & Parking Control Specialist	19
10.	Purchasing and Receiving Coordinator	19
11.	Instructional Assistant/Curriculum Specialist	18

Group C:	Student Services Group	Range
1.	Student Employment Specialist	22
2.	Student Success Specialist	21
3.	Financial Aid Officer	20
4.	Student Services Specialist (Assessment Center/SSSP)	19
5.	Student Services Specialist (Evaluator)	19
6.	Student Services Specialist (Admissions and Records)	18
7.	Financial Aid Specialist	17
8.	Student Services Specialist (Student Affairs & Enrollment Services)	17
9.	Student Services Specialist (Financial Aid)	17
10.	Continuing Education Technician	15
11.	Admissions and Records Technician	14
12.	Assessment Center Technician	14
13.	Student Services Assistant	14
14.	Student Services Technician (Student Services)	13

EXHIBIT C

IMPERIAL COMMUNITY COLLEGE DISTRICT

2017–2020 LOWER INCLUDED CLASSIFICATIONS FOR REASSIGNMENT AT LAYOFF

Instructions: Lower included classifications are those job classifications that have duties and/or minimum qualifications that are included or encompassed in the duties and/or minimum qualifications designated for the senior classification. Each occupational group identified by a capital letter is a lower included classifications category. Reassignment at layoff (bumping) shall take place with each lower included classification category.

Group D:	Accounting Services Group	Range
1.	Accountant	24
2.	Accounting Coordinator	19
3.	Accounting Technician	15
4.	Budget Technician	14

Group E:	Information Processing Group	Range
1.	Computer Data Analyst	32
2.	Senior Enterprise Systems Specialist	32
3.	Senior Programmer/Systems Analyst	32
4.	Enterprise Systems Specialist	26
5.	Systems Analyst	26
6.	Access Technology / Alternative Media Specialist	24
7.	Communications System Specialist	23
8.	Technology Support Technician	23
9.	Technology Support Specialist	21
10.	Audiovisual Media Technician	15
11.	Microcomputer Lab Assistant	12
12.	Audiovisual Assistant I	08

Group F:	Library Services Group	Range
1.	Senior Library Technician	15
2.	Library Technician III (Circulations)	14
3.	Library Technician I	09

Group G:	Tutorial Services Group	Range
1.	Math Lab Instructional Specialist	24
2.	Language Lab Coordinator	17
3.	Learning Support Services Coordinator	17
4.	Reading/Writing Lab Coordinator	17
5.	Learning Services Tech	15
6.	Math Lab Assistant	10

Group H:	Automotive/Mechanical Group	Range
1.	Vehicle and Equipment Mechanic	19
2.	Tool Room/Auto Shop Technician	14

Group I:	Custodial Group	Range
1.	Custodial Supervisor	18
2.	Lead Custodian	11
3.	Custodian	08

EXHIBIT C

IMPERIAL COMMUNITY COLLEGE DISTRICT

2017–2020 LOWER INCLUDED CLASSIFICATIONS FOR REASSIGNMENT AT LAYOFF

Instructions: Lower included classifications are those job classifications that have duties and/or minimum qualifications that are included or encompassed in the duties and/or minimum qualifications designated for the senior classification. Each occupational group identified by a capital letter is a lower included classifications category. Reassignment at layoff (bumping) shall take place with each lower included classification category.

Group J:	**Grounds Maintenance Worker**	**Range**
1.	Grounds Maintenance Supervisor	19
2.	Grounds Maintenance Worker	11
Group K:	**Skilled Crafts Worker Group**	**Range**
1.	Maintenance Worker III/HVAC	24
2.	Maintenance Worker II/Locksmith	19
3.	Maintenance Worker II	18
Group L:	**Child Care Group**	**Range**
	(No lower included classification)	
1.	Preschool /Infant/Toddler Teacher	13
2.	Cook	08
Group M:	**Professional/Paraprofessional Group**	**Range**
	(No lower included classification)	
1.	Water Systems Treatment Operator	29
2.	Athletic Trainer	25
3.	Publications Design Coordinator	25
4.	Work Ability III (Career Development Specialist)	22
5.	Coordinator of Academic Support Services	19
6.	Printing Specialist	19
7.	Public Relations Specialist	16
8.	Science Lab Technician	16
9.	Nursing Simulations & Computer Lab Technician	14

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
and
IMPERIAL COMMUNITY COLLEGE DISTRICT

Joint Communiqué

Date: April 30, 2015

To: Classified Employees, CSEA Chapter 472

From: Michael Breyette, Senior Labor Relations Representative, CSEA
Shawn Larry, Chief Human Resources Officer, ICCD

Subject: PERB Case No. LA-CE-5977-E Settlement Agreement

It has come to the attention of CSEA and the District that unit members are questioning how the longevity payments would be calculated. This communiqué is intended to clarify the mutual understandings of the parties.

1. The parties have tentatively agreed to a 3% Longevity Stipend. The longevity stipend is based solely on years of service with the district and is not part of the salary schedule; however, it is pensionable income for purposes of CalPERS. The longevity stipend is 3% of the salary members are making as they reach the benchmarks of 15, 20, and 25 years. The stipend pays out on a monthly basis on top of the member's salary schedule placement until the member reaches the next benchmark year. The longevity stipends are compounding in nature, on top of the member's salary schedule placement. Payment of the stipend shall begin on the month immediately following the completion of the required years of service.

Michael Breyette, CSEA

Date Signed: 5-1-15

Shawn Larry, ICCD

4-30-15

Yethel Alonso, CSEA President

Exhibit D

STATE OF CALIFORNIA
PUBLIC EMPLOYMENT RELATIONS BOARD

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION & ITS CHAPTER 472, Charging Party, v. IMPERIAL COMMUNITY COLLEGE DISTRICT (ICCD) Respondent.	Case No. LA-CE-5977-E **SETTLEMENT AGREEMENT**

In the interest of promoting harmonious labor relations between the parties and to avoid the uncertainty, inconvenience, and expense of litigation, the California School Employees Association & its Chapter 472 (CSEA) and the Imperial Community College District (District) in settlement of the above-captioned unfair practice charge with the Public Employment Relations Board, agree as follows:

1. A dispute has arisen between the parties concerning an allegation that the District violated EERA by failing to negotiate in good faith with CSEA by proceeding to implement a unilaterally imposed salary schedule, including retroactive salary decreases, without bargaining with CSEA over the methodology of the implementation; by proceeding to implement a last, best, and final offer which contained a requirement for the employees to authorize and consent to a payroll deduction from their paycheck; and by bypassing CSEA, the exclusive representative, and dealing directly with the employees in violation of Government Code section 3543.5(a), (b), and (c).

2. The parties shall continue negotiations regarding the methodology and effects surrounding this agreement including but not limited to issues arising from the implementation of the District's Last Best and Final Offer dated September 5, 2013 (LBFO). The parties shall continue negotiations until they reach agreement or exhaust the impasse procedures.

3. Unit members shall be placed on the salary schedule in effect on October 1, 2014.

4. The parties agree to implement the LBFO with its "District proposed schedule" subject to the following modifications:

   a. District waives its claim to recover "retroactive" payments as referenced in the LBFO set forth below: ~~*Effective July, 2013, a 3% step increase for those eligible (2% of any 5% increase given on July 1, 2013 to be recovered via payroll deduction agreement up to 6 months).*~~

b. District shall pay any retroactively computed amounts for the recoupment period due certain members (those placed at Steps one through three under the previous schedule as of July 1, 2013). This will be paid no later than June 30, 2015.

c. Modify the LBFO so that each range contains five additional steps with 3% increases between the steps. Thereafter, each range shall have ten steps each with 3% incremental increases.

d. Effective October 1, 2014, the parties agree that longevity stipends of 3% will be paid to bargaining unit members upon achieving 15, 20 and 25 years of service. Payment of the longevity stipend shall commence on the month immediately following the completion of the required years of service with ICCD.

5. The parties shall immediately seek to have the scheduled hearing in PERB Case No. LA-CE-5977-E set to commence May 5, 2015 continued with dismissal of the matter upon approval, ratification and final execution of this agreement.

6. This Settlement Agreement does not constitute an admission of wrongdoing, contract or statutory violation, or liability on the part of any party to this agreement.

7. This Settlement Agreement represents a full and complete resolution of the claims and disputes between the parties based upon PERB Case No. LA-CE-5977-E.

8. The undersigned parties represent that they have read and understand the terms of this settlement and that they are authorized to execute this Settlement Agreement on behalf of their principals.

For Charging Party:

Yethel Alonso
Chapter 472 President, CSEA

April 23, 2015
Date

Michael Breyette
Senior Labor Relations Representative

4-23-2015
Date

For Respondent:

Shawn Larry
ICCD Chief Human Resources Officer

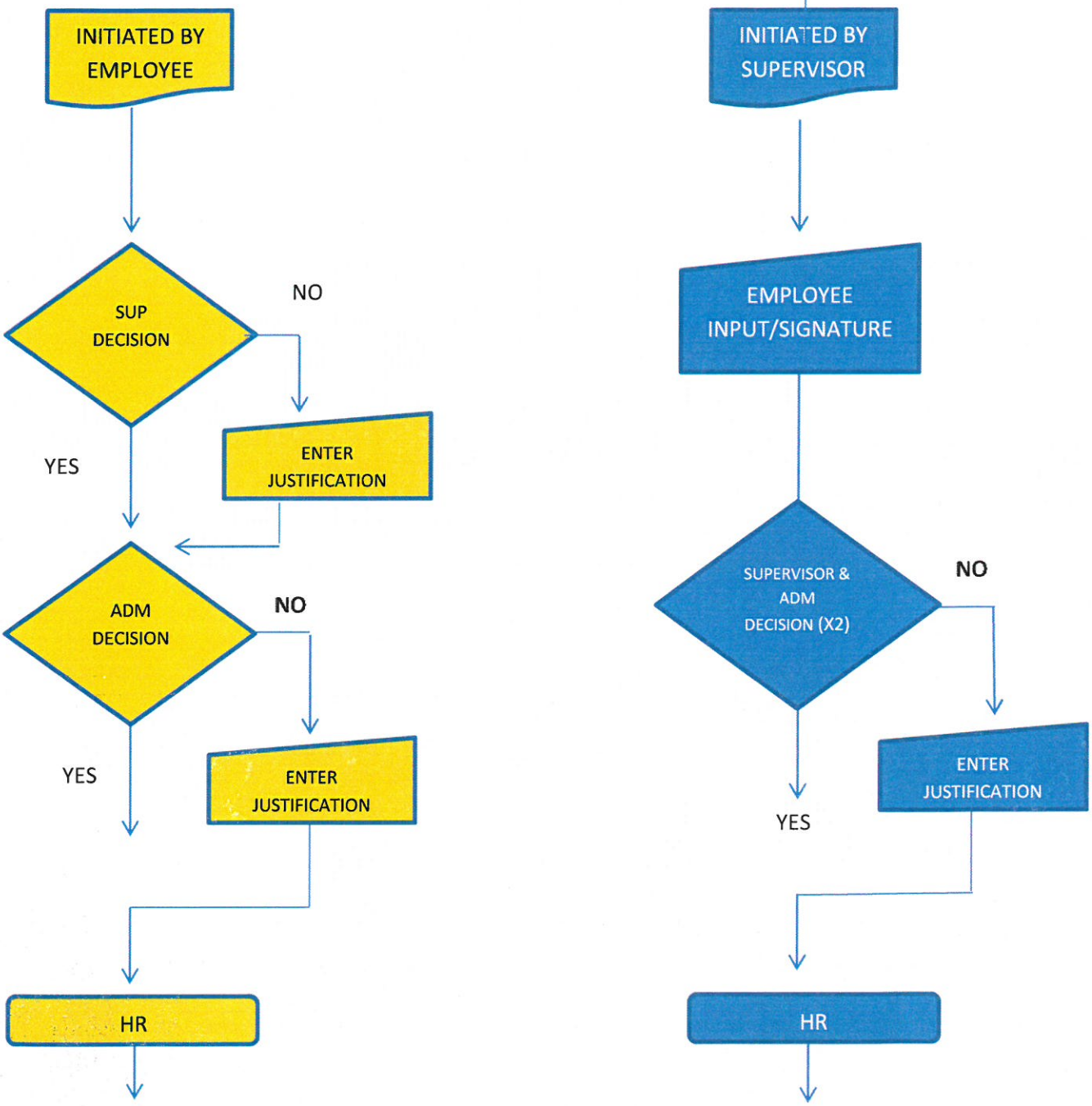
April 23, 2015
Date

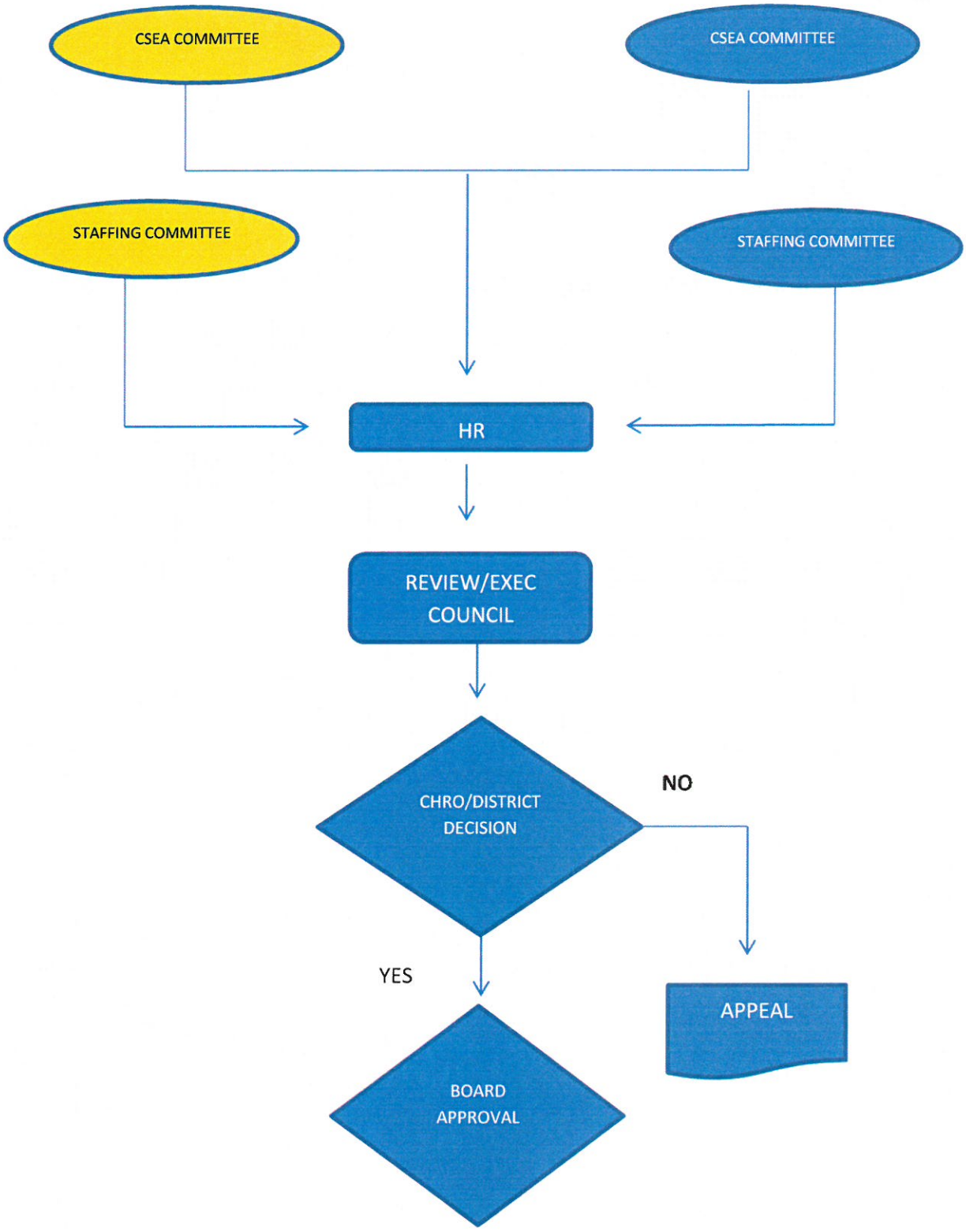
Frank Oswalt
ICCD Counsel

April 23, 2015
Date

RECLASSIFICATION PROCESS

Ability to complete form, enter comments/feedback, and upload supporting documents at any stage of the process.




CSEA COMMITTEE
CSEA COMMITTEE
STAFFING COMMITTEE
STAFFING COMMITTEE
HR
REVIEW/EXEC COUNCIL
CHRO/DISTRICT DECISION
NO
YES
APPEAL
BOARD APPROVAL

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
and its
CHAPTER # 472

Memorandum of Understanding
(AB 119)

This Memorandum of Understanding (hereinafter, "MOU") is entered into by and between the Imperial Community College District (hereinafter, "District") and the California School Employees Association and its Chapter #472 (hereinafter, "CSEA")

1. DISTRICT NOTICE TO CSEA OF NEW HIRES

a. The District shall provide CSEA notice of any newly hired employee, within ten (10) days of date of hire, via electronic mail to the CSEA Chapter President or designee which will include the following information:
   i. Full Legal Name
   ii. Date of Hire
   iii. Classification
   iv. Site
   v. Date of Orientation Meeting for New Hire

2. EMPLOYEE INFORMATION

a. "Newly Hired Employee" or "New Hire" means any employee, whether permanent, full time, part time, hired by the District, and who is still employed as of the date of new employee orientation. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, for purposes of this article only, the "date of hire" is the date upon which the employees' employee status changed as such that the employee was placed in the CSEA unit.

b. The District shall provide CSEA with contact information on the new hires. The information shall be provided to CSEA electronically in Excel format, via a mutually agreeable secure FTP site or service, on the last working day of the month in which they were hired. This contact information shall include the following items, with each field in its own column:
   i. First Name;
   ii. Middle Initial;
   iii. Last Name;
   iv. Suffix (e.g. Jr., III);
   v. Job Title / Classification;

vi. Department;
vii. Primary Worksite Name;
viii. Work Telephone Number;
ix. Home Street Address (Incl. Apartment #);
x. City;
xi. State;
xii. ZIP Code (5 or 9 Digits);
xiii. Home Telephone Number (10 Digits);
xiv. Personal Cellular Telephone Number (10 Digits);
xv. Personal Email Address of the Employee;
xvi. Last Four Numbers of the Social Security Number;
xvii. Birth Date;
xviii. Employee ID;
xix. CalPERS Status;
xx. Hire Date;

This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District.

c. Periodic Update of Contact Information: The District shall also provide CSEA with a list of all bargaining unit members names and contact information above on the last working day of September, January, and May. The information shall be provided to CSEA electronically in Excel format, via a mutually agreeable secure FTP site or service, on the last working day of the month in which they were hired. This contact information shall include the following items, with each field in its own column:
   i. First Name;
   ii. Middle Initial;
   iii. Last Name;
   iv. Suffix (e.g. Jr., III);
   v. Job Title / Classification;
   vi. Department;
   vii. Primary Worksite Name;
   viii. Work Telephone Number;
   ix. Home Street Address (Incl. Apartment #);
   x. City;
   xi. State;
   xii. ZIP Code (5 or 9 Digits);
   xiii. Home Telephone Number (10 Digits);
   xiv. Personal Cellular Telephone Number (10 Digits);
   xv. Personal Email Address of the Employee;
   xvi. Last Four Numbers of the Social Security Number;
   xvii. Birth Date;
   xviii. Employee ID;
   xix. CalPERS Status;

xx. Hire Date;

3. **NEW EMPLOYEE ORIENTATION**
   a. "New Employee Orientation" means the onboarding process of a newly hired bargaining unit employees, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties, and responsibilities, or any other employment related matters.

   b. The District shall provide CSEA mandatory access to its new employee orientations. CSEA shall not receive less than ten (10) days' notice in advance or orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that were not reasonably foreseeable.

      i. In the event the District conducts a group orientation, CSEA shall have (1) hour of paid release time for two (2) CSEA representatives, including the Chapter President or designee. The CSEA Labor Relations Representative may also attend the orientation.

      ii. In the event the District conducts one-on-one orientations with new employees, CSEA shall have thirty (30) minutes of paid release time for one (1) CSEA representative to conduct the orientation session. The CSEA Labor Relations Representative may also attend the orientation.

   c. The District shall include the CSEA membership application in any employee orientation packet of District materials provided to any newly hired employee. CSEA shall provide the copies of any CSEA literature/membership applications to the District for distribution.

   d. The orientations session shall be held on District property, during the workday of the employee(s), who shall be on paid time.

   e. During the CSEA's orientation session, no District manager or supervisor, or non-unit employee shall be present.

4. **GRIEVANCE PROCEDURE**
   a. Any alleged violation, misinterpretation, or misapplication of the terms of this agreement shall be subject to the grievance provisions of the Collective Bargaining Agreement, except as follows:

      i. Only CSEA can grieve this agreement.

ii. Any alleged violation, misinterpretation, or misapplication of the terms of this agreement shall be resolved in expedited arbitration before a mutually agreeable arbitrator. If the parties are unable to mutually agree within thirty (30) days, a list will be requested from SCMS for the parties to alternatively strike names until one remains.

iii. The arbitrator's decision shall be final and binding on the parties.

iv. The cost of the arbitrator shall be borne equally between the parties.

5. **DURATION**
   a. This agreement shall become effective July 1, **2017**, and shall continue in effect up to and including June 30, **2020**, and renew automatically if not reopened in writing by either party prior to renewal.

Signed this **21st** day of **August, 2017**.

CSEA

DISTRICT