

**Agreement Between the San Mateo County Community College District  
And  
The California School Employees Association, Chapter 33**

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All benefit plans (medical insurance, dental insurance, life insurance, long-term salary continuance policy and medical benefits for retirees) are described in the benefits handbook available in the Office of Human Resources (phone 574-6555).

## PREAMBLE

The Board of Trustees of the San Mateo County Community College District, hereinafter referred to as the Board, and the California School Employees Association, Chapter No. 33, hereinafter referred to as the CSEA, agree as follows:

### ARTICLE 1: RECOGNITION

- 1.1 **Exclusive Agent:** The Board hereby recognizes the California School Employees Association, Chapter No. 33, as the exclusive and sole negotiation agent for the unit described in Appendix A of this Agreement. This does not exclude the state association from representation of members of Chapter No. 33 in the employment relations with the District under the terms of Government Code Section 3540 et. seq.
- 1.2 **Board Negotiates with Union:** Pertaining to employees within this unit, the Board agrees not to meet and negotiate with any organization other than the CSEA for the duration of this Agreement; further, the Board agrees not to negotiate individually with any employee during the duration of this Agreement on matters subject to meeting and negotiating.
- 1.3 **Union Recognizes Board:** The CSEA recognizes the Board as the duly elected representative of the people and agrees to negotiate only with the Board or its duly authorized representatives designated by the Board to act in its behalf. The CSEA agrees further that neither it nor any of its members or agents will attempt to negotiate privately or individually with any administrator or Board member.
- 1.4 **Union Represents Unit Members:** The CSEA agrees that neither it nor its members or agents will attempt to represent, in any negotiations or grievances, the interests of anyone other than members of the unit described in Appendix A.
- 1.5 **Bargaining Unit:** The bargaining unit may be expanded to other classes by mutual agreement of the Board and the CSEA. Disputed cases shall be submitted for decision to be rendered by the Public Employment Relations Board.
- 1.6 **No Interference/Discrimination:** Neither the Board nor the CSEA shall interfere with, restrain, intimidate, coerce or discriminate against bargaining unit members because of the exercise of their rights to engage or not to engage in CSEA activity.
- 1.7 **Section Titles:** All section titles in this Agreement are descriptive only and have no meaning in regard to the interpretation of the sections.

## ARTICLE 2: MEMBERSHIP DUES OR SERVICE FEES

- 2.1 **Agency Shop:** All present employees in the bargaining unit, or future employees in the bargaining unit, who are not already members of the CSEA shall, within sixty (60) days of the effective date of this Agreement, or within sixty (60) days of their date of employment, become members of CSEA, or in the alternative, shall as a condition of continuing employment, pay to the CSEA each month a service fee in the amount equal to the regular monthly CSEA membership dues uniformly required of employees of the Board who are members of the CSEA. The payments hereunder shall be made by authorized payroll deductions or by direct payment to CSEA.
- 2.2 **Non-compliance:** The Board, upon receiving a signed statement from the CSEA indicating that an employee has failed to comply with the condition of Article 2.1, shall immediately notify said employee that his/her service shall be terminated at the end of thirty (30) days from the date of such notification, and shall dismiss said employee accordingly. The Board shall follow the procedures for dismissal provided in Board policy and regulations and state law, as applicable.
- 2.3 **Compliance:** If any provision of this Article is invalid under federal or state law, said provision shall be modified to comply with the requirements of said federal or state law.
- 2.4 **Payroll Deduction/List of Unit Members:** The Board shall deduct from the pay of each employee from whom it receives authorization the required amount for the payment of CSEA dues or service fees. Check off authorization for CSEA dues or service fees which were executed prior to the execution of this Agreement shall remain in full force and effect. Checked off dues or fees, accompanied by the list of employees from whom they have been deducted and the amount deducted from each, and by a list of employees who had authorized such deductions and from whom no deduction was made and the reason therefore, shall be forwarded to the CSEA no later than thirty (30) days after such deductions were made.
- 2.5 **Insufficient Funds:** If any employee does not have sufficient funds due him/her to provide for the payment of dues or service fees after all other authorized or mandatory deductions or garnishments have been made, no such sums shall be deducted and the CSEA shall assume the duty of direct collection from the employee. The CSEA shall assume the same responsibility in all cases where no deductions have been made because an employee's earnings are insufficient during any pay period to pay such dues or service fees.
- 2.6 **Hold Harmless:** The CSEA agrees that, in the event of litigation against the Board of Trustees, its agents, or employees arising out of the implementation of this Article, the CSEA will co-defend and indemnify and hold harmless the Board of Trustees, its agents or employees for any monetary award arising out of such litigation.
- 2.7 **Religious Exemption:** Any employee covered by this Agreement who is a member of a religious body whose traditional tenets or teachings 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 continued employment except that, once such an employee has submitted evidence to the parties which proves that he/she sincerely holds such beliefs, he/she will be required, in lieu of a service fee, to pay sums equal to such service either to a non-religious, non-labor organization or charitable fund exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code, chosen by such employee from the following:
1. American Cancer Society
  2. Easter Seal Society for Crippled Children and Adults
  3. American Heart Association

Evidence shall be presented to the parties to this Agreement that an employee belongs to such religious body within thirty (30) days from the date of this Agreement or his/her initial employment. Such employee shall provide proof on an annual basis to the District and CSEA that such payments have been made as a condition of continued exemption from the requirement of financial support to the exclusive representative. If an 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.

### ARTICLE 3: DEFINITIONS

- 3.1 **BARGAINING UNIT WORK**: All work performed by unit members as listed in Appendix A. Except in cases of emergency, only bargaining unit employees may perform bargaining unit work unless agreed to in writing by CSEA.
- 3.2 **BASE PAY**: The salary assigned to an employee in a given classification, range, and step as specified in the classified salary schedule.
- 3.3 **BOARD**: The Board of Trustees of the San Mateo County Community College District.
- 3.4 **CATASTROPHIC ILLNESS/INJURY**: An illness or injury that is expected to incapacitate the employee for an extended period of time.
- 3.5 **CHANCELLOR-SUPERINTENDENT**: The chief executive officer of the San Mateo County Community College District.
- 3.6 **CLASS OR CLASSIFICATION**: A group of positions sufficiently similar in duties, responsibilities, and authority that the same job title, minimum qualifications and salary range are appropriate for all positions in the class.
- 3.7 **CLASSIFICATION ANNIVERSARY DATE**: The date upon which an employee is granted salary step advancement. For persons assigned to a classification during the first sixteen (16) days of the month, the anniversary date is the first of that month. If assigned to a classification after the sixteenth of the month, the anniversary date is the first of the next month. Classification dates will not change when employees change to a new classification assigned to the same salary range as the previous classification.
- 3.8 **CLASSIFIED SERVICE**: The positions which have been classified by the Board as not requiring certification by the office of the Chancellor of the California Community Colleges. Excluded from the Classified Service are substitutes, short-term employees as defined by the Education Code, student assistants employed part time, apprentices, and professional experts employed on a temporary basis for specific projects.
- 3.9 **DAY**: Wherever, in this Agreement, the word "day" is used, it shall mean a calendar day unless otherwise defined.
- 3.10 **DETAIL**: Temporary assignment whereby an employee performs duties outside of, or inconsistent with, his/her current classification.
- 3.11 **DISCIPLINE**: Discipline includes any action whereby an employee is deprived of any classification or any incident of any classification in which he or she has permanency, including dismissal, suspension with or without pay, demotion, or any reassignment, without his or her voluntary consent, except a layoff for lack of work or lack of funds.
- 3.12 **DISTRICT**: San Mateo County Community College District.
- 3.13 **EMERGENCY**: As used in this agreement means a sudden, unexpected happening, or an unforeseen occurrence or condition, or a sudden or unexpected occasion for action.
- 3.14 **EMPLOYMENT ANNIVERSARY DATE**: The date upon which an employee's long service increments are based. For persons employed during the first sixteen (16) days of the month, the anniversary date is the first of that month. If employed after the sixteenth of the month, the anniversary date is the first of the following month.
- 3.15 **FISCAL YEAR**: July 1 through June 30 of the following year.
- 3.16 **IMMEDIATE FAMILY**: Refer to Section 10.3 and 10.4 for definition.

- 3.17 **IMMEDIATE SUPERVISOR**: The position responsible for the supervision and evaluation of work performed by a member of the unit.
- 3.18 **LEAD**: Assigned responsibility for training, coordinating, scheduling, monitoring, and reporting on the work of designated staff; serving as a "project leader" responsible for coordinating the work of designated staff; providing input into the evaluation of designated staff serving on a "workload" team.
- 3.19 **LOCATION**: A subunit within a site.
- 3.20 **MEET AND CONFER**: Meet and confer means to meet at reasonable times, to confer in good faith, and to endeavor to reach agreement.
- 3.21 **NEGOTIATION**: The process of the District and the Union meeting together and bargaining in a good faith effort to reach agreement on matters within the scope of representations and executing, if requested by either party, an agreement incorporating matters agreed on. In addition, negotiation implies the possible use of impasse procedure provided in the Education Employment Relations Act.
- 3.22 **OVERTIME**: Work permitted in excess of the regular workday or regular workweek or on holidays.
- 3.23 **PAID STATUS**: This means that an employee is in one of the following District-paid categories: 1) at work; 2) on a holiday declared by the Federal government, the State, or by the District Board; 3) on accumulated sick leave; 4) on vacation; or 5) on another type of paid leave of absence.
- 3.24 **PERMANENT EMPLOYEE**: An employee who has successfully completed his/her probationary period.
- 3.25 **PROBATIONARY EMPLOYEE**: A new employee who has not completed six (6) months of service. Time spent on leave of absence without pay will not apply toward completion of the probationary period.
- 3.26 **REASSIGNMENT**: A change in location of work assignment within a site, in the same classification.
- 3.27 **REGULAR RATE OF PAY**: The combination of base pay plus salary augmentation such as long-service increment (as applicable) and/or shift differential (as applicable). Regular rate of pay is used to calculate overtime.
- 3.28 **RETIREE**: An employee in the bargaining unit who at time of separation of employment from the District immediately becomes an annuitant of the Public Employees Retirement System (PERS) or the State Teachers Retirement System (STRS).
- 3.29 **SALARY ALLOCATION**: The assignment of a class to a specific salary schedule range.
- 3.30 **SALARY GRADE**: The collection of salary levels, from the starting salary rate to the normal maximum salary rate, which constitutes the compensation for a particular service.
- 3.31 **SALARY RATE**: A specific amount of money paid for a specific period of service.
- 3.32 **SALARY SCHEDULE**: A series of salary ranges and steps which comprise the rates of pay for all classes.
- 3.33 **SALARY STEP**: One of the salary levels within a salary range.
- 3.34 **SICK LEAVE**: Leave of absence for illness or injury.
- 3.35 **SITE**: One of four (4) places within the college district (Cañada College, College of San Mateo, Skyline College, District Office).
- 3.36 **TRANSFER**: A change in work assignment from one site to another site, in the same classification.

## ARTICLE 4: ORGANIZATIONAL RIGHTS

- 4.1 **Reasonable Access:** The CSEA shall have the right of access at reasonable times to areas in which employees work; the right to use institutional bulletin boards, mail boxes, and other means of communication subject to reasonable regulations; and the right to use institutional facilities at reasonable times for the purpose of meetings concerned with the exercise of the rights guaranteed by statute.
- 4.2 **Board Agendas:** The CSEA shall have the right to receive two copies of the agenda, minutes, and Board reports of regular Board meetings.
- 4.3 **Facilities:** The CSEA agrees to leave the facilities, buildings, and/or equipment used in a clean and orderly condition.
- 4.4 **List of Unit Members:** The CSEA shall have the right to be provided with a listing of all bargaining unit employees, their present classification, their initial hire date, and their primary job site, within a reasonable time following request by the CSEA. Thereafter, the CSEA will be provided with a current listing of additions and deletions to the bargaining unit by January 30 of each year or within thirty (30) days after request.
- 4.5 **Labor/Management Committee:** The CSEA and the District agree to establish an ongoing committee to provide a regular forum for discussion of matters related to the employment of unit members. The CSEA chapter president and the Chancellor-Superintendent shall determine the membership of the committee, which shall make recommendations to the Chancellor-Superintendent. All matters affecting the employment of unit members shall be considered appropriate for discussion by the committee, with the exception of matters which are directly within the scope of collective bargaining. The Chancellor-Superintendent shall report to the Board at least once each year on the recommendations of the committee.
- 4.6 **Changes in Job Descriptions:** The CSEA shall be provided with notification of any changes in job descriptions of classifications within the bargaining unit.
- 4.7 **Worksite Elections:** The District shall allow CSEA to have worksite elections for contract ratification and officer elections. CSEA, with the concurrence of the Chief Executive Officer at each location (or his/her designee) will determine the location(s) and hours of operation. Normally, the ballot box and voter list will be available at the desk of a designated CSEA representative. It is not the intent of the parties to disrupt the normal workflow of the District by the implementation of this section.
- 4.8 **Release Time for Union Meetings:** The District agrees to provide paid release time for four (4) delegates to attend the CSEA State Association Annual Conference. If CSEA wishes to send more than the four (4) delegates with paid release time, the additional delegates may request and be granted use of vacation days if reasonable advance notice is given of such request and if no undue interruption of District workflow results therefrom.
- 4.9 **Access to Services:** CSEA's executive officers are permitted to have at their job locations file cabinets that may be used exclusively for CSEA business. CSEA's executive officers are also permitted to have the same access to services (reasonable office space, phone lines, computer networks, etc.) as other bargaining units.
- 4.10 **Release Time for Chapter Meetings:** The District will provide drive release time totaling one (1) hour (30 minutes before and 30 minutes after) for CSEA members to attend **three** lunch time Chapter meetings. Drive release time will only be for those employees who must travel to a District site other than their own. Employees at the site of the meeting will be given a total of 10 minutes release time (5 minutes before and 5 minutes after) to get from their regular workstations to the chapter meeting location. For purposes of this section only, CSM and the District Office shall be considered one site. CSEA will provide advance notice to the Vice Chancellor, Human Resources or designee of the dates for the three chapter meetings.
- 4.11 **Paid Leave to Serve as Elected Officer:**
- 4.11.1 The District shall grant a CSEA member, upon request, a paid leave of absence for the purpose of the employee to serve as an elected officer of the State Association Board of Directors (State Officer or Area Director).

- 4.11.2 The CSEA State Association shall reimburse the District for any paid leave of absence in accordance with California Education Code section 88210.
- 4.11.3 In addition to the reimbursed paid leave of absence provided in 4.11.1 and 4.11.2, the District shall grant, upon request, up to fifteen (15) additional days of paid leave to a CSEA member to serve as an elected officer of the CSEA State Association Board of Directors (State Officer or Area Director).
- 4.12 **Electronic Mail:** The District agrees to initiate a program to provide reasonable on-the-job email access to every employee in the bargaining unit. Once an employee has been given email access, the employee is responsible to ensure that he/she regularly reviews his/her email account for messages.
- 4.13 **Web Site:** The District shall provide a CSEA web page on the District's web server, serviced by the District with content from and controlled by CSEA. Content will adhere to both CSEA and District policies, rules, and regulations. The CSEA web page will be accessible through both intranet and Internet by CSEA members and the public.
- 4.14 **Bulletin Board:** The District shall provide bulletin board(s) for the exclusive use of CSEA. The bulletin boards(s) will typically measure 3 by 4 feet. There will be a minimum of four bulletin boards district-wide located at the following sites in general publicly accessible areas: Canada College in the administration building, College of San Mateo in the administration building, Skyline College in the administrative building and the Chancellor's Office on the second floor.

## ARTICLE 5: HOURS AND OVERTIME

- 5.1 **Regular Workday/Workweek:** The regular workday for full-time unit members shall consist of eight and one-half (8.5) consecutive hours which shall include a one (1) hour unpaid meal period. The regular workweek consists of thirty-seven and one-half (37.5) hours and shall consist of five (5) consecutive workdays, Monday through Friday.
- 5.1.1 The length of the regular workday and workweek for bargaining unit employees who work at least fifty percent (50%) of full-time shall be in all instances a fixed regular and ascertainable minimum number of hours not less than 18.75 hours per week.
- 5.1.2 The length of the regular workday and workweek for bargaining unit employees who work less than fifty percent (50%) of the full-time working hours shall not be less than one (1) hour per day on the days worked.
- 5.1.3 Exceptions to the workday or workweek schedule for full- and part-time employees would be allowed for any employee currently working a different schedule, or any employee mutually agreeing with the District to work a different schedule.
- 5.1.4 The regular workday of security officers at CSM shall consist of eight (8) consecutive hours which shall include a 0.5 hour unpaid meal period. The workweek for CSM security officers hired after April 8, 1994 shall be five (5) consecutive days.
- 5.1.5 District and CSEA agree that an employee may request modification of the 37.5 hour workweek of 7.5 hours per day, 5 days per week. The request is subject to the approval of the supervisor. Employees whose work schedule is less than 100% of full time may also request a modification of their work schedules.
- The adjustment of the work schedule will not result in a reduction of the total hours worked in a week, nor will the adjustment result in overtime pay, compensatory time, or shift differential pay.
- It is understood that the above modification may not be possible in some work areas and will vary from department to department. In all cases, the employee work schedule must be approved in writing by the supervisor.
- 5.2 **Rest Periods:** Unit members working four (4) hours or less shall be granted a fifteen (15) minute rest period per day. Unit members working more than four (4) hours and up to six (6) hours per day shall be granted one (1) fifteen (15) minute rest period and an unpaid meal period per day. Unit members working in excess of six (6) hours per day shall be granted two (2) fifteen (15) minute rest periods, to be taken, whenever practical, in the middle of each work period, as well as an unpaid meal period per day. By mutual consent of the immediate supervisor and the employee, the meal period and the rest periods specified in this article may be modified. The one (1) hour duty-free meal period shall be provided as close as possible to the middle of the regular workday.
- 5.3 **Overtime Assignments:** Overtime assignments shall be made only by mutual consent of the employee and the supervisor except in situations deemed to be an emergency, in which case the District may require overtime.
- 5.3.1 The duties of certain classes of jobs are subject to fluctuations in daily working hours which are not susceptible to administrative control. As a consequence, the Board, in accordance with Education Code Section 88026, exempts these classes from overtime compensation for service in excess of the hours in the workday, but agrees that hours worked in excess of the hours in a workweek, or for hours worked on a holiday, will be compensated on an overtime basis. The classes to which this section applies are: Athletic Trainer and Theatre Technician/Events Coordinator.
- 5.3.2 **Pay or Compensatory Time Off:** Overtime shall be paid in accordance with Article 8.6 at the current rate of pay of the employee. However, if the employee requests to take compensatory time off and the supervisor agrees, compensatory time may be arranged in accordance with Article 8.6.2.

- 5.3.3 **Call Back:** A minimum assignment of four (4) hours shall be given to an employee who is requested to return to work without having received notice of such request prior to the end of his/her normal work assignment. If notice is received prior to the end of the normal daily work assignment, the minimum assignment shall be two (2) hours.
- 5.3.4 **Overtime Distribution:** Overtime shall first be distributed and rotated as equally as is practical among employees in the bargaining unit within each department at each site, considering skills necessary.
- 5.4 **Excess Work for Part-Time Employee:** Any part-time employee in the bargaining unit who works a minimum of thirty (30) minutes per day in excess of his/her part-time assignment for a period of twenty (20) consecutive working days or more, shall have his/her basic assignment changed to reflect the longer hours in order to have vacation, sick leave and other benefits adjusted proportionately.
- 5.5 **Computing Number of Hours Worked:** For the purpose of computing the number of hours worked, time during which an employee is excused from work because of holidays, sick leave, vacation, compensatory time off, or other fully paid leave of absence shall be considered as time worked by the employee. Employees receiving salary continuance insurance benefits are not in paid leave status.
- 5.6 **Minimum of Twelve (12) Hours Between Shifts for KCSM Employees:** District and CSEA agree that there shall be a minimum of 12 hours between shifts for KCSM employees subject to around-the-clock staffing. Overtime by the individual on the first shift does not count as part of the 12 hours.
- 5.7 **KCSM Employees:** In regards to CSEA employees at KCSM, the following is agreed to:
- The work week for Broadcast Engineers I and II shall be five (5) consecutive days.
  - There shall be a minimum of 48 hours, duty free time, between work weeks.
  - The work week and/or work shift may be changed by management with two (2) weeks advance notice.
  - The KCSM employees work schedule shall be posted monthly in a location accessible to all employees.
  - All overtime is to be distributed equally, with consideration of skills needed for the work.
  - The Broadcast engineering Staff consists of the following job classifications:
    - a) Broadcast Engineers I
    - b) Broadcast Engineers II
    - c) Senior Broadcast Engineer(s)
    - d) Video Tape Operations Manager(s)

**ARTICLE 6: VACATION**

6.1 **Schedule:** The vacation accrual and guidelines for full-time, 12-month employees is as follows:

6.1.1 **Vacation Accrual:**

Year	Vacation Hours Earned per Month Worked	Total Number of Vacation Days Earned During Year
1	6.250	10
2	6.875	11
3	7.500	12
4	9.375	15
5	9.375	15
6	9.375	15
7	10.000	16
8	10.000	16
9	10.625	17
10	11.250	18
11-19	12.500	20
20 and up	13.75	22

6.1.2 **Guidelines:**

1. Each department/supervisor will evaluate its specific workload, timelines, cycles, etc., to determine when it is essential for particular personnel to be at work.
2. Each department/supervisor may, if necessary, block out up to six (6) weeks in a fiscal year during which vacations are restricted; no more than three (3) consecutive weeks may be blocked at a time, and there must be a minimum of two (2) consecutive weeks between blocked time periods.
3. Employees will be advised to avoid requesting vacation during these restricted period unless there are pressing extenuating circumstances.
4. Employees' requests for vacation should be in writing; supervisors should respond within five working days. The supervisors' responses should be written and dated, with reasons cited if the request is denied.
5. Employees should be permitted to request up to four (4) weeks of accumulated vacation time in one continuous period, subject to normal vacation scheduling guidelines.

These vacation request/scheduling guidelines are intended to amplify current procedures. Departments/supervisors may continue current practices provided that those practices are not in conflict with, or narrower than, these guidelines.

6.2 **Part-Time Employees:** Employees who are employed for less than full time will earn prorated vacation credit.

6.3 **No Advancement:** Vacation credit may not be used before it is earned.

- 6.4 **Maximum Accrual:** Vacation credit shall only accumulate for that number of days which equals a two-year accrual for an individual employee. When the number of days accrued reaches the maximum amount allowable, vacation days will cease to accumulate until the total balance drops below the two-year maximum.
- 6.4.1 The two-year accrual maximum is based on the employee's current accrual rate.
- 6.5 **Requests:** Vacations shall be scheduled as requested by employees insofar as possible within the District's work requirements. If there is a conflict, the needs of the District will govern the scheduling of vacations. If a decision must be made between two or more employees as to vacation scheduling, the employee with the greatest District seniority will be given preference.
- 6.6 **Credit at Separation:** Upon separation from employment, vacation time accrued and not used will be paid at the regular salary rate of the employee.
- 6.7 **Compensation:** Compensation while on vacation will be at the regular rate that the employee receives, including shift differential pay and long service pay, if any.
- 6.8 **Interruption/Termination:** An employee in the bargaining unit shall be permitted to interrupt or terminate vacation leave for reasons of bereavement or in cases of illness or injury requiring hospitalization. In cases of such interruption or termination the provisions regarding bereavement leave and illness leave shall apply.
- 6.9 **Change of Dates Due to Illness/Injury:** If a bargaining unit employee's vacation becomes due during a period when on leave due to illness or injury, the employee may request the vacation date to be changed. If the needs of the District do not permit honoring the employee's request and no other vacation dates are available within the timeline set in Article 6.5, the employee may carry over the vacation to the following year.
- 6.10 **Vacation Not Permitted /Compensation:** If the employee is not permitted by the District to take his/her full annual vacation, the amount not taken shall accumulate for use in the next year. If this total exceeds the maximum allowable accrual, the employee will be paid for days in excess of the maximum. Should the employee prefer that the unused vacation in question be paid in cash, this may be done with the approval of his/her supervisor.
- 6.11 **WCIS Vacation:** Vacation pay for WCIS employees will be paid at the end of the Fall and Spring semesters.

## ARTICLE 7: HOLIDAYS

- 7.1 **List of Holidays:** The Board will grant the following sixteen (16) paid holidays annually, as well as any additional holidays mandated by Education Code Section 88203.

Martin Luther King's Birthday  
Lincoln Day  
Presidents' Day  
Memorial Day  
Independence Day  
Labor Day  
Veterans' Day  
Thanksgiving Day  
Day following Thanksgiving  
Winter Recess (total of seven District work days)

- 7.2 **Holiday on Saturday or Sunday:** When a holiday falls on Sunday, the succeeding workday shall be observed as the Board approved holiday. When a holiday falls on Saturday, the preceding workday shall be observed as the Board approved holiday or CSEA and the District shall mutually agree to the replacement holiday.

- 7.3 **Holidays for Employees on Work Week other than Monday through Friday:**

- 7.3.1 Full-time employees who are regularly scheduled to work other than Monday through Friday, and who are scheduled to work on a Board approved holiday will receive pay as specified in Article 8.6.3.
- 7.3.2 Employees who are regularly scheduled to work other than Monday through Friday, and whose regularly scheduled day off falls on a Board approved holiday, may elect to receive an "in lieu" holiday or their regular rate of pay of seven and one-half (7.5) hours for each holiday. (Prorated hours for part-time employees.)
- 7.3.3 The "in lieu holiday" must be mutually scheduled between the employee and supervisor within one (1) month of the actual holiday or the day will be paid on the next regular pay check.

- 7.4 **Winter Recess:**

- 7.4.1 Winter Recess is defined as the period starting with the last work day before Christmas through and including New Year's Day for a total of seven (7) work days. (See Article 5.1 Regular Workday/Workweek.)
- 7.4.2 Employees who are not assigned to duty during the Winter Recess shall be paid for the last working day before the Winter Recess through New Year's Day. This is provided that they are in paid status during some portion of the working day of their normal assignment immediately preceding or succeeding the Winter Recess period.
- 7.4.3 Employees who are not normally assigned to duty during Winter Recess shall be paid for the last working day before Christmas, Christmas, all workdays between Christmas Day through New Year's Day. This is provided that they are in paid status during some portion of the working day of their normal assignment immediately preceding or succeeding the recess period.
- 7.4.4 For Bookstore employees represented by CSEA, upon mutual agreement between the employee and the Bookstore Manager, an employee may be asked to work the winter holidays starting with December 23<sup>rd</sup> through and including December 31<sup>st</sup>, to prepare for the beginning of the spring semester. If an employee elects to work during this period, the employee will be paid at his/her regular rate of pay. The employee will then be granted an alternative time in which to take the same amount of holiday time, normally during the spring break, but such time must be taken before the

end of the fiscal year. An employee who agrees to work these winter holidays, and works in excess of 7.5 hours per day or 37.5 hours in a week, will be paid at 1.5 times his or her regular hourly rate for the hour worked in overtime.

## ARTICLE 8: PAY AND ALLOWANCES

- 8.1 **Regular Rate of Pay:** The regular rate of pay of each member of the unit is based upon range placement of the classification to which the employee is assigned. (Appendix B)
- 8.1.1 The full-time monthly salary range is specified in Appendix C.
- 8.1.2 A new employee of the unit will normally be placed at Step 1. The Chancellor-Superintendent may recommend initial placement above the first step in exceptional circumstances that affect the interests of the District.
- 8.1.3 Subject to satisfactory performance of the employee, step advancement from one step to the next will occur on the classification anniversary date of that employee.
- 8.1.4 The regular rate of pay shall include any shift differential and/or longevity increment required to be paid under this Agreement.
- 8.2 **Shift Differential:** Members of the unit whose regular schedule includes work before 6:00 a.m. or after 4:30 p.m. will be paid a differential for any time worked before 6:00 a.m. or after 4:30 p.m. The differential paid will be that specified as the shift differential. The shift differential is five percent (5%) of regular salary. One shift differential will be paid for the entire shift if the shift begins between 2:00 p.m. and 10:29 p.m. A double shift differential will be paid for the entire shift if the shift begins from 10:30 p.m. to 4:59 a.m.
- In return for the continue availability of the Senior Broadcast Engineers KCSM-TV/FM for engineering transmission services, a seven and one-half percent (7.5%) shift differential shall be applied to the hours worked outside their regular shift. This differential shall be in addition to the overtime pay involved. The Shift differential for the KCSM/TV Broadcast Engineering staff shall be: 5% for all hours worked between 8:00 P.M. and 5:00 A.M. and 15% for time worked between 5:00 A.M. and 6:00 A.M.
- 8.2.2 The KCSM-TV/FM Engineering Staff who reports for duty at 5:00 a.m. shall be paid a shift differential of 15% for the period from 5:00 a.m. to 6:00 a.m.
- 8.3 **Detail Assignments:** When a detail assignment continues for any portion of two (2) or more working days within a fifteen (15) day calendar period, the employee's salary shall be adjusted upward for the entire period of the detail assignment in such an amount as will reasonably reflect normal and assigned duties. The District shall provide the union with written notification of detail assignments and the rate of pay of such assignments in a timely manner.
- 8.3.1 If an employee assumes duties of a higher level position, the employee will be assigned detail pay for those duties which are outside of, or are inconsistent with, his/her normal assignment. Step placement on the higher salary range will be at the lower step which results in an increase of at least five percent (5%). If no step will result in a five percent (5%) increase, the employee will be placed on the highest step of the new range.
- 8.3.2 Said "detail assignment" shall not extend beyond 100 working days or for the term of a Leave of Absence (if said leave is the reason for a "detail assignment") after which said position shall be advertised.
- 8.3.3 Extension of the 100 working day period or past the expiration of the Leave of Absence must have the agreement of CSEA.
- 8.3.4 The District will post notices of detail opportunities which are expected to last more than 30 days. Any unit member may apply for the detail assignment within five (5) working days of posting.

8.4 **Longevity Service Increments:** Effective January 1, 2005, a member of the unit beginning his/her eighth (8), twelfth (12), sixteenth (16), twentieth (20), twenty-fourth (24), or twenty-eighth (28) years of continuous service with the District will be granted monthly long-service increments based on the schedule below. An employee will be eligible for the increment on the appropriate employment anniversary date and those who are employed less than full-time will have the increment prorated accordingly.

<b><u>Beginning Year:</u></b>	<b><u>Monthly Increment:</u></b>
Eight (8)	2.25% of base Salary
Twelve (12)	3.25% of base Salary
Sixteen (16)	5.75% of base Salary
Twenty (20)	7.50% of base Salary
Twenty-four (24)	10.25% of base salary
Twenty-eight (28)	11.50% of base Salary

8.4.1 The monthly increment will be added to the salary specified in the salary schedule and along with any applicable shift differential will become the regular rate of pay as specified in Section 8.1.

8.5 **Upward Step Placement:** A member of the unit who is permanently assigned to a classification at a higher range will be placed on the lowest step which will result in an increase of at least five percent (5%). If no step increase will result in an increase of five percent (5%), the employee will be placed on the highest step of the new range.

8.6 **Overtime Compensation:**

8.6.1 **Overtime on a Regular Work Day** Employees who work overtime shall be compensated at a rate of 1.5 times the employees' regular hourly rate of pay. Except for employees on approved alternate work schedules pursuant to 5.1.3 through 5.1.5, overtime shall be defined as more than seven and one-half hours in a day or thirty-seven and a half (37.5) hours in a week. Employees who work more than twelve (12) hours during any twenty-four (24) hour period shall be entitled to compensation at the rate of 2.0 times the employees' regular rate of pay for any time worked in excess of twelve (12) hours. Overtime must be approved in advance by the appropriate supervisor.

8.6.2 **Compensatory Time Off** Compensatory time is earned at time and one-half for each hour worked, in the same manner as pay is earned (as specified in 8.6.1) and may accrue up to a maximum of Fifty (50) hours during each fiscal year. Once an employee has reached the maximum accrual of compensatory time off during the fiscal year, all overtime hours worked thereafter shall be paid. Compensatory hours must be utilized by the end of each fiscal year. All accrued but untaken hours as of June 30th of each year shall be paid at the current regular rate of pay.

8.6.3 **Overtime Worked on a Holiday** Employees who are scheduled to and work on a Board approved holiday, as specified in Article 7.1, shall be compensated at a rate of 1.5 times the employee's regular hourly rate of pay. Refer to Article 7.3 for employees whose work week is other than Monday through Friday.

8.6.4 **Beyond Twelve (12) Hours Worked on a Holiday.** When an employee works in excess of the employee's scheduled workday on a holiday, (up to the first twelve (12) hours) shall be compensated at 1.5 times the employee's regular hourly rate of pay, plus holiday pay at 1.0 times the employee's regular hourly rate of pay. Hours worked beyond twelve (12) on a Board approved holiday shall be compensated at 2.0 times the regular hourly rate of pay.

8.7 **Salary Survey:** At least once every four (4) years, a salary survey shall be completed with the following criteria:

- a. The compensation for each bargaining unit classification will be compared with the compensation for similar classifications using the Bay Ten community colleges and other organizations as mutually agreed upon by the District and CSEA. The District will review and update all generic job

descriptions and send copies to CSEA for approval before the salary survey is begun. Only the job summary will be used in the survey and no reference to job titles will be included. Comparisons will be of monthly salaries for the organizations surveyed, adjusted for the number of hours worked per week. Monthly salaries in those organizations whose employees work a 40-hour week will be multiplied by a factor of .9375 to equate them to the monthly salaries of SMCCCD employees who work a 37.5-hour week.

For employees in classifications assigned to KCSM, the District and CSEA agree to utilize a mutually agreed upon alternate list of survey entities.

- b. Step one (1) will be used as the basis for comparison.
- c. The survey shall use the benchmark system.
- d. The grouping of the classification families to be reviewed shall be as described in Appendix F.
- e. Results of the survey will be utilized to show how our District compares to the fourth ranking of each classification.
- f. CSEA will receive a copy of the survey prior to negotiations.
- g. Salary surveys may include recommendations for adjustments; the results of the survey are negotiable.
- h. Changes resulting from this survey will be retroactive to the previous July 1.
- i. Salary surveys will be conducted for all groups together once every four years starting with the first survey in 1999-2000, followed by the next survey in 2003-4 and every four years thereafter.

8.8 **Notification of Accrued Leave:** The District shall notify each employee in writing (by January 31 of each year) of the employee's accumulated sick leave and accrued vacation time, including a statement of the amount of sick leave and vacation time for which the employee is eligible during the coming year.

8.9 **Tools, Equipment, Uniforms, and Special Clothing:** The District will supply all tools, equipment, uniforms, and other special clothing and supplies reasonably necessary for the performance of employment duties. If the employee provides tools and equipment belonging to the employee for use in the course of employment, the District shall provide a safe place to store such tools and equipment. If the employment duties of an employee reasonably require use of any equipment or gear to insure the safety of the employee or others, the District shall furnish or reimburse the employee the full costs of procuring such.

8.9.1 **Security Officers and Safety Assistants—Equipment and Supplies:** The District will provide bulletproof vests to Security Officers and Safety Assistants while on duty; the type of vest to be custom fabric with interchangeable protective plates. Vests will be property of the District. Specific equipment for security officers is specified in Department Policy. Rain gear and Jackets remain the property of the District and shall be returned upon termination of employment.

8.9.2 Effective July 1, 2004, each full-time officer will receive \$500 per year to cover laundry and cleaning costs, as well as normal replacement. In addition, effective July 1, 2004, the District will provide a boot allowance of \$150 per year for purchase of approved footwear.

Effective July 1, 2005, each full-time officer will receive \$600 per year to cover laundry and cleaning costs, as well as normal replacement

Receipts must be submitted to claim reimbursement for these costs.

8.9.3 Damage or loss of uniforms or equipment through no fault of the officer will be replaced by the District (provided adequate care and security measures were exercised by the officer).

8.9.4 **New Employees:** Each Security Officer and Safety Assistant, will be provided a basic uniform

(boots, jacket, two pairs of trousers, three shirts, tie and tie bar) and all necessary equipment upon being hired. Upon successful completion of probation, each Officer shall receive \$300 uniform allowance. Thereafter on July 1st of each year, each Officer shall receive the uniform allowance specified in 8.9.2.

- 8.9.5 Each part-time officer employed between 51% and 99% will receive a pro rata of the amounts stated in 8.9.2. Officers employed less than 51% will receive \$300 per year. Receipts must be submitted to claim reimbursement for these costs.
- 8.9.6 The District and CSEA agree to develop a uniform policy for all campuses (allowing for individual campus requirements) as part of the Joint Labor Management Committee. Until such time as a Security Uniform Policy is developed, the following shall be considered as basic equipment:
1. Three short-sleeve shirts (navy blue/black)
  2. Two long-sleeve shirts (navy blue/black)
  3. Three pair uniform trousers (navy blue/black)
  4. Tie
  5. Tie bar
  6. Duty jacket (navy blue/black)
  7. Rainsuit
  8. Gloves
  9. Whistle
- 8.10 **Funding for Conferences:** CSEA members wishing to attend a conference, seminar or workshop shall first pursue funding from the Classified Staff Development Program. Should this not resolve the matter, the employee may apply for funding through the division to which he/she is attached. Priority for such funding will follow normal procedures as they apply to all employees.
- 8.11 **Stipend for Bookstore Employees:** Regular bookstore employees, regardless of classification, who assume some responsibility for store management in the absence of the Manager, will receive a stipend based upon 10% of the Bookstore Manager's grade at Step 1, for those hours after 3:00 p.m. Monday through Thursday, when the Manager's normal working hours have ended. The stipend will be given to the current employee working these hours, will be added to base pay, and will be effective the full year regardless of whether the Manager is in the store after 3:00 p.m. or not.
- 8.12 **Paychecks:** Paychecks will be available on the last working day of the month (PAYDAY). Employees whose work shift begins after 4:00 p.m. may receive their paychecks after 3:00 p.m. on the calendar day prior to PAYDAY. If the calendar day prior to PAYDAY is not also a workday, paychecks will be distributed on PAYDAY.
- 8.13 **Payroll Errors:** Proper salary class and step placement is a joint responsibility of the employee and the District. All employees are to review their salary placement at least annually and should they believe that they are improperly placed on the salary schedule, they are to immediately bring to this information to the attention of the District.
- 8.13.1 **Insufficient Payment:** Any payroll error resulting in insufficient payment for an employee in the bargaining unit shall be corrected, and a special payroll check issued no later than five (5) working days after the District has received both a written request from the employee and verification of the error. Otherwise, the supplemental amount will be included in the next regular paycheck following verification of the error.
- 8.13.2 **Overpayment:** If the District overpays the employee, the employee shall, upon realizing the fact or upon notification from the District, repay the full amount of such overpayment. If the overpayment is \$100 or less, the employee shall have the overpayment deducted in the next paycheck. For overpayments exceeding \$100, the repayment schedule shall be equal to the number of months the employee was overpaid. For example, an employee who was overpaid a total of \$300 over a period of three months shall have \$100 deducted for the three months. Employees who leave the District or go on unpaid leaves prior to complete repayment shall have the remainder of the overpayment

deducted from their final check. If the final check is insufficient to cover the amount owed, the employee will submit the necessary funds to the District within 30 calendar days.

## ARTICLE 9: HEALTH AND WELFARE BENEFITS

- 9.1 The Board will provide members of the unit with benefits described in the subsequent sections.
- 9.1.1 **Medical Insurance:** The Board will provide each eligible employee and eligible dependents with one of the PERS Health Plans as chosen by the employee. Effective January 1, 2005, the cap will be raised to \$604.00 Single-Party, \$739.00 Two-Party and \$973.00 Family coverage per month per employee, for the plan of choice of the employee from among those listed in the PERS Basic Health Plan Book. The District will continue to offer Section 125 of the Internal Revenue Code for over-cap medical premiums paid by individual employees.
- The plans are fully described in the PERS Basic Health Plan Book, which is available in the Office of Human Resources.
- 9.1.2 **Dental Insurance:** Board will provide each eligible employee and eligible dependents with Delta Dental Plan (DDP) or the coverage provided by Private Medical-care Inc. (PMI). The plans are described in the benefits handbook available in the Office of Human Resources.
- 9.1.3 **Life Insurance:** The Board will provide each eligible employee with a term life insurance policy covering the employee and eligible dependents. The life insurance plan is described in detail in the benefits handbook available in the Office of Human Resources. Effective March 1, 2001, the term life insurance coverage shall equal one time the employee's annual base salary.
- 9.1.4 **Salary Continuance Insurance:** The Board will provide each eligible employee with salary continuance insurance/employee assistance program to cover disability after the employee's sick leave balance has been exhausted. The salary continuance insurance/employee assistance program plan is described in detail in the benefits handbook available in the Office of Human Resources. Effective March 1, 2001, the maximum monthly benefit for unit members shall be \$5,000 per month.
- 9.1.5 **Vision Insurance:** The District will provide each eligible employee and eligible dependents with Vision Service Plan (VSP) Plan C. This plan will be effective on March 1, 2001.
- 9.1.5 **Medicare Part B:** The Board will pay the premiums for Medicare Part B coverage for an eligible retiree and/or spouse over 65 years of age.
- 9.2 **Employed 50% or More of Full-Time to be Eligible:** To be eligible for the benefits described in this article, a member of the unit must be employed at fifty percent (50%) or more of full-time for either a 9-, 10-, 11-, or 12-month assignment, and be either a permanent or probationary employee of the District. Employees who work less than fifty percent (50%) may buy into Kaiser Foundation Health Plan L.
- 9.2.1 The Board will provide the benefits described in this article for a five-month period after paid sick leave has been exhausted.
- 9.3 **ELIGIBLE DEPENDENTS/DOMESTIC PARTNERS:** Eligible dependents/domestic partners are those specified in the contracts between the District and the insurance carriers.
- 9.3.1 The District agrees to include domestic partner benefits in the PERS Health Plans offered by the District. The definition of domestic partner shall be that used by PERS Health Plans. If the definition of a domestic partner used by PERS changes, the District shall implement the change on the effective date allowed by PERS. Domestic partners shall comply with all registration requirements required by state law and PERS, and shall complete all necessary declarations and statements of financial liability. Forms are available in the Office of Human Resources.
- 9.3.2 **Dental/Vision for Domestic Partners:** The District agrees to include domestic partner

benefits in the dental and vision plans offered by the District. In order to be considered a domestic partner, the following criteria must be met:

1. The two individuals are each other's sole domestic partner and intend to remain so indefinitely.
2. Neither individual is married to, or legally separated from anyone else nor has had another domestic partner within the prior six (6) months (unless the relationship terminated due to death).
3. Both individuals are at least eighteen (18) years of age and mentally competent to consent to contract.
4. Neither individual is related by blood to a degree of closeness that would prohibit legal marriage in the state in which the individuals reside.
5. The individuals co-habit and reside together in the same residence and intend to do so indefinitely. The individuals have resided in the same household for at least six (6) months.
6. The individuals are not in the relationship solely for the purpose of obtaining benefits coverage.
7. The individuals have engaged in a committed relationship of mutual caring and support and are jointly responsible for each other's common welfare and living expenses. The individuals interdependence is demonstrated by at least two (2) of the following:
  - Proof of domestic partnership from the California Secretary of State (required for domestic partnership medical coverage under the Public Employees' Retirement System).
  - Common ownership of real property (joint deed or mortgage agreement) or a common leasehold interest in property.
  - Common ownership of a motor vehicle.
  - Driver's license listing a common address.
  - Proof of joint bank accounts or credit accounts.
  - Proof of designation as the primary beneficiary for life insurance or retirement, benefits, or primary beneficiary designation under a partner's will.
  - Assignment of a durable property power of attorney or health care power of attorney.

9.3.3 Dependent children of domestic partners are eligible for coverage if they have been legally adopted by the District employee and are unmarried, primarily dependent on the employee for support, and meet the age, school, and all eligibility requirements of the various medical, dental and visions plans.

9.4 **Medical and Dental Benefits for Retired Unit Members:** The Board will provide medical benefits and dental benefits as described in the benefits handbook available in the Office of Human Resources for an eligible retired member of the unit, and spouse/domestic partner, continuing during the life of the retired member of the unit and, following the death of the retired member, the un-remarried surviving spouse/domestic partner. The District shall advise unit members of their rights under the Federal COBRA law for the continuation of benefits at the expense of the employee upon termination of employment for any reason. The list of "Qualifying Events" is listed in the benefits handbook available in the Office of Human Resources. This section of the article will remain in effect as long as Federal Law requires this action.

9.4.1 To be eligible for District-paid retiree medical benefits, the retiree must have ten (10) full years of service with the District, and the age at retirement of the retiree (in full years) when added to the number of completed full years of service must total 75 or more. For a year of service to be counted, the assignment must have been such that the employee was eligible for medical insurance benefits if such benefits were available to employees. Retirees with five (5) full years of service with the District who do not qualify as stated above, shall have the option of participating, at their own expense, in the PERS Health Plan System as described in the benefits handbook available in the Office of Human Resources.

9.4.2 For unit members whose first day of paid service commences on or after July 1, 1992, to be eligible

for District-paid retiree medical and dental benefits, the retiree must have twenty (20) full years of service within the District; must be at least 55 years of age; must be currently employed by the District at the time of retirement and the age at retirement of the retiree (in full years) when added to the number of full years of service must total 75 or more. For a year of service to be counted, the assignment must have been such that the employee was eligible for medical insurance benefits if such benefits were available to employees.

- 9.4.3 If an employee qualifies for retiree medical benefits as provided in Section 9.4.1 and dies while still an employee of the District, the unremarried surviving spouse/domestic partner will receive the same benefits as the unremarried surviving spouse/domestic partner of a retiree as provided in Section 9.4
- 9.4.4 For unit members employed on or after May 1, 1987, the maximum amount paid by the District for retiree medical benefits would be the amount the District would have been required to pay had the retiree selected the appropriate Kaiser Health Plan.
- 9.4.5 For unit members whose first day of paid service commences on or after July 1, 1992, the maximum amount paid by the District for retiree health benefits (medical and dental) shall be \$450.00 per month until the employee becomes eligible for Medicare Part B. At that time, the District will then pay the cost of the lowest medical plan available within the agreement between the parties.
- 9.4.6 For unit members whose first day of paid service commences on or after July 1, 1994, the maximum amount paid by the District for retiree benefits (medical and dental) shall be \$450 per month until the employee becomes eligible for Medicare Part B. At that time, the District will then pay, for the employee only, the cost of the lowest medical plan available within the agreement between the parties.

9.5 **Retiree Benefits Table:** The following chart illustrates Articles 9.4 through 9.4.6:

**CSEA Retiree Benefits\*, Options, and Conditions**

**Retirement Requirements**

<b>Effective Date</b>	<b>Benefit</b>	<b>Conditions</b>	<b>Spouse or Domestic Partner</b>
Employed before 07/01/92	Lifetime Medical	<ul style="list-style-type: none"> <li>• 10 years of service</li> <li>• Age + service = 75</li> <li>• Employed by the District at time of retirement</li> </ul>	Yes
Employed on or after 07/01/92	Lifetime Medical	<ul style="list-style-type: none"> <li>• 20 years of service</li> <li>• Age 55</li> <li>• Age + service = 75</li> <li>• Employed by the District at time of retirement</li> </ul>	Yes, if hired before July 1, 1994

**Retiree Medical Plans**

<b>Effective Date</b>	<b>Benefit</b>	<b>Conditions</b>	<b>Spouse or Domestic Partner</b>
Employed before 05/01/87	Choice of any plan	<ul style="list-style-type: none"> <li>• District to pay medical cap for current plan at time of retirement</li> </ul>	Yes
Employed after 05/01/87 through 06/30/92	Choice of any plan	<ul style="list-style-type: none"> <li>• Benchmarks maximum cost to Kaiser</li> </ul>	Yes
Employed after 07/01/92 through 06/30/94	Cap of \$450 per month until eligible for Medicare, part B, then cost of lowest plan available	<ul style="list-style-type: none"> <li>• Sets cap and benchmarks cost to lowest plan available</li> </ul>	Yes
Employed on or after 07/01/94	Cap of \$450 per month until eligible for Medicare, part B, then cost of lowest plan available	<ul style="list-style-type: none"> <li>• Sets cap and benchmarks cost to lowest plan available</li> <li>• Employee Only</li> </ul>	No

\* Retiree benefits include medical and dental benefits only. These benefits do not include vision care, life insurance or employee assistance plans.

## ARTICLE 10: LEAVES

- 10.1 *Leave of Absence* for illness or injury, also known as sick leave, will be provided by the Board.
- 10.1.1 An employee who is employed five (5) days a week shall be granted twelve (12) days of paid leave for illness or injury for twelve (12) full months of service.
- 10.1.2 An employee who is employed five (5) days a week for less than twelve (12) full months of service will receive the proportion of the twelve (12) days leave that the number of months employed bears to twelve.
- 10.1.3 An employee who is employed less than five (5) days per week or less than thirty-seven and one-half (37.5) hours per week, shall receive prorated sick leave hours.
- 10.1.4 Pay for any day of absence covered by this leave shall be the same as the pay which would have been received had the employee served during his/her regular work hours on the day of leave.
- 10.1.5 The full amount of the sick leave granted under this section shall be credited to each employee at the beginning of the fiscal year. Sick leave need not be accrued prior to taking such leave; however, a probationary employee shall not be eligible to use more than six (6) days of sick leave before completion of the probationary period.
- 10.1.6 Unused leave granted under this section may be accumulated without limit from year to year.
- 10.1.7 Upon retirement, employees will be credited with additional service time for unused sick leave, according to procedures prescribed by law.
- 10.1.8 Sick leave may be drawn upon for medical or dental appointments when they cannot be scheduled at off-duty hours.
- 10.1.9 Medical verification may be required by management to make proper determination of eligibility for benefits under this article. Management will require medical verification for employee absences of five consecutive working days or less, as follows: Should a supervisor reasonably believe that an unsatisfactory pattern of absence has developed, the supervisor shall first meet with the affected employee to discuss the matter. Should the unsatisfactory pattern of absences continue, the supervisor may require medical verification of employee absence.
- 10.1.10 Unused sick leave accrued in California public elementary schools, secondary schools, or community colleges may be transferred to this District in accord with Education Code Section 88202. Official verification of unused sick leave should be forwarded to the office of the District of Human Resources, where it will be credited to the employee's sick leave balance.
- 10.1.11 If absence because of illness or injury extends beyond accumulated leave for this purpose, the employee will be paid at fifty percent (50%) of his/her regular rate for a period not to exceed one hundred (100) working days, inclusive of days provided under Sections 10.1.1 – 10.1.3. The fifty percent (50%) benefit begins upon the expiration of full paid sick leave. In no event shall this benefit extend beyond one hundred (100) working days in a fiscal year.
- 10.1.12 When all paid leave has been exhausted, an employee may request a six (6) month leave of absence without pay to protect his/her job. The leave may be renewed twice, for a maximum total of eighteen (18) months.
- 10.1.13 When able to resume the duties of his/her position within the class to which he/she was assigned, an employee may do so at any time during leave of absence granted under Article 10.1. The employee shall be restored to a position within the class to which he/she was assigned and, if at all possible, to his/her position with all the rights, benefits and burdens of a permanent employee.

10.1.14 **Catastrophic Leave:** The District shall create a catastrophic leave program as follows:

- a. Employees may donate one sick leave day per fiscal year to each person suffering a catastrophic illness; however, each employee must retain at least 22 sick leave days (approximately one work month) for his/her own account.
- b. Donated sick leave will be recorded sequentially. Unused sick leave reverts to the donor when the recipient leaves the employment of the District.
- c. Any employee who received eligible sick leave credits under this program shall first exhaust all paid leave he/she has accrued.
- d. The Director of Human Resources and the President of CSEA shall determine whether or not to grant a request for "Catastrophic Leave" based on verification by a medical doctor as to the nature of the illness or injury, anticipated length of absence and the prognosis for recovery.
- e. The number of sick days that can be received by an employee is limited to 38 days per fiscal year; a maximum of 20 days may be used at the onset of the illness and the remainder will be available for use upon return to work.
- f. If an employee is probationary at the time of taking a catastrophic illness leave, that employee's probationary status will resume upon return to work from catastrophic illness leave. Donated sick leave time is not counted towards attainment of regular status.

10.2 **Industrial accident or illness** leave will be provided as follows:

10.2.1 The accident or illness must have arisen out of and in the course of employment, and must be accepted by the San Mateo County Schools Insurance Group as a bona fide injury or illness.

10.2.2 Allowable leave for each industrial accident or illness will be for the number of days of temporary disability, but will not exceed sixty (60) working days during which the colleges are in session or when the employee would otherwise have been performing work for the District in any one fiscal year.

10.2.3 Allowable leave will not be accumulated from year to year.

10.2.4 Industrial accident or illness leave as described in these Articles will commence on the first day of absence.

10.2.5 Industrial accident or illness leave will be reduced by one day for each day of authorized absence, regardless of any temporary disability indemnity award.

10.2.6 Maximum salary during any one period will not exceed the normal salary rate. An employee provided an award under Worker's Compensation will endorse in favor of the District the daily wage award earned during the sixty (60) working day period. The District, in turn, will pay the absent employee his full normal wage for each day of absence during the sixty (60) working day period.

10.2.7 If an accident or illness occurs at a time when the full sixty (60) working days will overlap into the next fiscal year, the employee is entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.

10.2.8 If an employee exhausts the sixty (60) working days of entitlement and is still unable to return to duty, he/she will then commence to use his/her sick leave, compensatory time, other leave and vacation entitlements, in that order. The daily wage award made under Worker's Compensation will continue to be endorsed to the District. The District will pay the difference between the daily Worker's Compensation award and the normal daily rate of pay. Accumulated or available sick leave, compensatory time, or other leave, however, will be reduced only by the amount required to provide a full day's wage when added to the Worker's Compensation award for each day of absence.

- 10.2.9 When an employee has been absent due to industrial accident or illness and all leaves are exhausted, paid or unpaid, he/she will be placed on a reemployment list for a period of thirty-nine (39) months. If at that time, during the thirty-nine (39) months, the employee is able to assume the duties of his/her position, he/she will be reemployed in the first vacancy in the classification of his/her previous assignment. His/her reemployment will take preference over all other applicants, except for a reemployment list established because of lack of work or lack of funds, in which case the person shall be listed in accordance with appropriate seniority regulations. Upon resumption of his/her duties, the break in service will be disregarded and he/she will be fully restored as a permanent employee.
- 10.3 **Family Illness Leave:** Concurrent with any eligibility for Family Medical Leave under the law, an employee may be granted six (6) days paid leave per year in the event of the serious illness of a member of his/her immediate family. An employee may use up to six (6) days of accrued sick leave to attend to a spouse, child, parent, grandparent, grandchild, son-in-law, daughter-in-law, mother or father-in-law, sister, brother, domestic partner, domestic partner's child, domestic partner's parent, any person who stood in the place of a parent, or relative living in the immediate household of the employee. Such leave will be deducted from the employee's regular sick leave account.
- 10.4 **Paid Bereavement Leave:** up to three (3) days per occurrence, or five (5) days if out-of-state travel is involved, will be allowed for death of the spouse or domestic partner, child, child of domestic partner, parent (includes parent of spouse or domestic partner), grandparent, grandchild, aunt and uncle, sibling, son-in-law, daughter-in-law, brother-in-law, sister-in-law and any person who stood in place of a parent or relative living in the immediate household.
- 10.5 **Personal Necessity:** In case of personal necessity, a member of the unit may draw on accumulated sick leave not to exceed seven (7) days in any fiscal year for any one or any combination of the following purposes:
- a. Additional days beyond the three (3) or five (5) granted in paragraph 10.4.
  - b. Accident involving the employee's person or property or the person or property of the employee's immediate family.
  - c. Appearance in court or before an administrative tribunal as a litigant.
  - d. Religious holidays other than legal holidays on the Board-adopted calendar.
  - e. Imminent danger to his/her home occasioned by an event such as flood or fire, serious in nature, which under the circumstances the employee cannot reasonably be expected to disregard, and which requires the attention of the employee during his/her assigned hours of service.
  - f. Such other reasons as approved by the District.
- 10.5.1 Two (2) of the seven (7) personal necessity days may be used at the employee's discretion without prior approval.
- 10.6 **Unpaid Personal Business Leave:** An employee who wishes to take time off for the employee's personal business, must have the time approved in advance from the designated supervisor and will result in a reduction in salary of one day's pay for each full day of absence, with proportional deductions for partial days of absence.
- 10.7 **Military leave of absence** will be granted as provided for in the Military and Veterans' Code of the State of California. Such leave must be verified from a copy of the military order requiring military duty.

- 10.8 **Jury Duty:** A member of the unit who is ordered to appear in court for jury duty or as a witness under subpoena on any day upon which he/she is required to render service to the District shall receive full salary less an amount equal to any fees received. Any specific amount provided for meals, mileage, and/or parking allowance provided by the court shall not be considered as part of the amount received for jury duty or witness fees.
- 10.9 **Maternity/Child Bonding Leave:** The Board of Trustees shall grant maternity and or child bonding leave to any permanent classified employee
- 10.9.1 **Maternity Leave:** Employees may take a maximum of twelve (12) calendar months of maternity leave for each birth. The twelve-month period of time begins on the first date that the treating physician authorizes absence from work, and ends twelve calendar months later. Accumulated sick leave may be used for any period of time which the employee must be absent from work as prescribed by the physician.
- 10.9.2 **Child Bonding Leave:** The District shall grant child bonding leave without pay to any permanent classified employee upon request. Such leave shall be for a maximum period of what is allowable under FMLA/CFRA law. Prior to such leave, the unit member shall be required to provide four (4) weeks notice prior to the anticipated date upon which the leave is to commence. An employee may elect to utilize accrued vacation or other accrued paid leave other than paid sick leave during child bonding leave.
- 10.10 **Leave for Conferences/Special Meetings/Special Assignments:** An employee may be granted a paid leave for the purpose of attending a conference or special meeting, or engaging in other temporary assignments in the performance of duties on the approval of the Chancellor-Superintendent or his/her designee.
- 10.11 **Leave of Absence:** A leave of absence may be granted to any employee on a paid or unpaid basis upon the request of the employee and the approval of the Board. For an employee to be eligible for medical benefits as described in 9.1, the employee must be in paid status for fifty percent (50%) or more of the month or be on approved FMLA leave.
- 10.12 **Break in Service Guidelines:** Absence under paid leave shall not be considered a break in service, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence. An unpaid leave shall not be considered a break in service (for seniority purposes) but the individual shall not accrue other benefits provided under the provisions of this contract during the period of the leave.
- 10.13 **Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA) Benefits:** Family care leave in accordance with provisions of the Family Medical Leave Act, the California Family Rights Act, and the District Policy on Leaves of Absence will be applied concurrently with employee sick leave, extended sick leave, Industrial Accident/Injury Leave and/or other applicable paid District leaves. District policy provides for application of the FMLA and CFRA to domestic partners and children of domestic partners. Additional leave may be granted to supplement FMLA/CFRA leaves as provided in other articles in this collective bargaining agreement.

## ARTICLE 11: TRANSFERS AND REASSIGNMENTS

- 11.1 **Assignment to Position:** Each member of the unit is assigned to a position by Board action. Each position is assigned a job classification and is part of the Classified Service of the San Mateo County Community College District. Within Board authorization, the Chancellor-Superintendent has the authority to assign all employees as to location of assignment and specific hours of employment.
- 11.1.1 An employee gains permanency and employment rights as an employee of the District but not as an employee in a specific work location.
- 11.2 **Notification of Vacancies:** When a new position in the classified service is created or an existing position becomes vacant and replacement is approved, all employees in the bargaining unit shall be notified by the Office of Human Resources.
- 11.2.1 **Notification Process:** The District will post all open classified service positions for five (5) working days for regular employees. This time frame will not be altered if, for any reason, an employee is not on duty to reply within the five (5) working days.
- 11.2.2 **Employee Request:** Upon notification, the employee has a right to submit the required letter of application, resume or other specified materials as a reassignment/transfer request if the position is in the same classification, or as a promotional request if the position is in a different classification. Transfer/reassignment applicants shall be considered first, then promotional applicants, before the announcement of the position is advertised to the public. The screening committee for all in-house applicants will be no more than three (3) members and may not include the hiring manager. The in-house selection process should conclude no more than four weeks after the internal closing date.
- 11.2.3 **Selection Process:** The District is under no obligation to transfer, promote or reassign any current employees who apply through this process. Should an administrator elect not to select from among the reassignment/transfer or promotion candidates, the position shall be filled through the standard recruitment and selection process or through the administrative transfer process. At the request of the employee, the specific reason(s) shall be set forth in writing and given to the employee.
- 11.2.4 **Promotional Probation:** Any employee who is promoted into a position shall be placed on a six-month probationary status, similar to a new employee. If the District or the employee elects to end the promotional probationary period, the impacted employee shall have rights of return to his/her former position.
- 11.3. **Administrative Transfers:** Administrative transfers within the same classification, but to a different job site, may be made by the Chancellor-Superintendent or his/her designee based upon justifiable needs of the District and considering the justifiable needs of the employee.
- 11.4 **Administrative Reassignment,** within the same classification but to a different position at the same job site, may be made by the Chief Administrative Officer at that job site based upon justifiable needs of the District.
- 11.5 **Employee May Request a Meeting:** An employee involved in an administrative transfer or reassignment may request a meeting with the appropriate administrator and be given the specific reason(s) for such administrative transfer or reassignment. Upon request by the employee, the reason(s) will be set forth in writing.

## ARTICLE 12: GRIEVANCE PROCEDURE

### 12.1 **Grievance Definitions:**

- 12.1.1 A "grievance" is defined as an alleged violation of a specific article or section of this Agreement which personally and adversely affects the grievant.
- 12.1.2 A "working day" is any day in which the central administrative offices of the San Mateo County Community College District are open for business.
- 12.1.3 A "grievant" may be an employee, group of employees, or the union. The Union may file grievances over alleged violations of the contract.
- 12.1.4 A "party in interest" is a person or persons making a claim of grievance or any person who might be required to take action or against whom action might be taken in order to resolve the grievance.

### 12.2 **Purpose:**

- 12.2.1 The purpose of this grievance procedure is to provide for the processing of a claim of grievance, and to secure, at the lowest possible administrative level, solutions to problems which may from time to time arise under this Agreement.

### 12.3 **Level I:** A grievance will first be discussed orally with the grievant's immediate supervisor with the objective of resolving the matter informally. In the event that the grievant is not satisfied with the attempted or suggested resolution by informal means, the grievant may submit a grievance in writing to the chief executive officer of the college upon forms supplied by the District. Grievances filed by members of the unit assigned to the District Office shall be initiated in writing at Level II.

- 12.3.1 If the grievant has not filed a grievance in writing within ten (10) working days after speaking informally to the immediate supervisor, the grievance will be deemed to have been waived.
- 12.3.2 If a formal grievance has been filed, the grievant may: (a) discuss the grievance personally, or (b) request that a representative accompany him/her. In all cases, a Level I meeting will be scheduled within seven (7) working days of the filing date.
- 12.3.3 The chief executive officer shall, within ten (10) working days following the meeting to discuss the grievance, render his/her decision and the reasons therefore, in writing, to the grievant. A copy of the decision at this level shall be sent to the Vice Chancellor, Human Resources and CSEA.

### 12.4 **Level II:** If the grievant is not satisfied with the disposition of the grievance at Level I, the grievant may file for a Level II hearing within ten (10) days of the receipt of the Level I decision or within fifteen (15) days of the close of the hearing at Level I if no Level I decision has been rendered, whichever is sooner. Grievants not complying with the above time constraints for filing at Level II will be deemed to have waived their rights to a Level II hearing. A grievant filing for a Level II hearing will forward the written grievance to the Office of the Vice Chancellor, Human Resources. The written statement at Level II shall include:

- 12.4.1 A description of the specific grounds of the grievance, including names, dates, and places necessary for a complete understanding of the grievance;
- 12.4.2 A listing of the specific article or section of this Agreement alleged to have been violated;
- 12.4.3 A listing of the reasons why the immediate supervisor's proposed resolution is unacceptable;
- 12.4.4 A listing of specific actions requested of the District which will remedy the grievance; and
- 12.4.5 A request for a conference with the Vice Chancellor, Human Resources or his/her designee, if desired.

- 12.4.6 The Vice Chancellor, Human Resources, or his/her designee, may request a conference with the grievant. If either the grievant or the Vice Chancellor, Human Resources or his/her designee requests a conference at Level II, the request shall be granted. The grievant, any party at interest, and the Vice Chancellor, Human Resources or his/her designee may request the presence of a representative or representatives at any conference.
- 12.4.7 The Vice Chancellor, Human Resources or his/her designee shall render a written decision to the grievant within ten (10) working days after the conference at Level II, if one has been requested, or within ten (10) working days after receipt of the grievance if no conference is held. Information copies of the decision shall be sent by the Vice Chancellor, Human Resources or his/her designee to the college chief executive officer, to the CSEA, and to any representative designated by the grievant.
- 12.5 **Level III:** If the grievant is not satisfied with the disposition of the grievance at Level II, the grievant may, through the CSEA, request that the grievance be arbitrated. Such written request shall be filed in the Office of the Vice Chancellor, Human Resources within ten (10) working days after receipt of the written decision at Level II. The CSEA shall retain the right to determine which grievances may proceed to arbitration.
- 12.5.1 A certified Shorthand Reporter shall be employed to record verbatim the entire arbitration hearing if requested by either the CSEA or the District. In any case in which a shorthand reporter is involved, the parties shall share equally the cost of such reporter including per diem, mileage, and other out-of-pocket expenses. If the arbitrator requests a shorthand reporter, the parties shall likewise share equally the cost of such reporter. The cost of transcripts shall be borne by the party ordering such transcripts. All other expenses shall be borne by the party causing them to be incurred.
- 12.5.2 When arbitration has been requested, the parties shall contact the California State Conciliation Service for a list of arbitrators. The CSEA and the Vice Chancellor, Human Resources, or his/her designee, shall alternately strike names from such list until only one (1) name remains. This person shall be designated as the arbitrator, and shall proceed to hear the grievance.
- 12.5.3 The function of the arbitrator shall be:
- a. To hold a hearing concerning the grievance, and
  - b. To render an advisory award within thirty (30) days after the close of the hearing.
- 12.5.4 Once the arbitrator has been selected, hearings shall commence and be held at the convenience of the arbitrator. However, hearings shall be confined to working days.
- 12.5.5 Neither the District nor the grievant shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party. The arbitrator shall consider only those issues which have been properly carried through prior steps as required by the provisions of this grievance procedure.
- 12.5.6 The arbitrator shall not render any award which conflicts with or alters this Agreement or external law. It is understood, however, that the arbitrator shall interpret the Agreement in accordance with acceptable rules of contract construction.
- 12.5.7 The arbitrator is empowered to include in any award such financial reimbursements or other remedies as judged to be proper and fix the effective date of any such award or finding.
- 12.5.8 Each party shall bear the full costs for its representation in the arbitration. The arbitrator's fees and charges shall be divided equally between the grievant and the District.
- 12.6 **Level IV:** Either the District or the grievant may appeal the advisory award of the arbitrator to the Board of Trustees within ten (10) working days after the receipt of such advisory award. If neither party appeals the advisory award of the arbitrator, the decision shall become final and binding on both parties.

12.6.1 If an appeal is filed, the Board of Trustees shall render its decision within twenty (20) working days after receipt of the appeal at this level, or twenty (20) working days after receipt of the transcript of the arbitration hearing, whichever comes later. The decision of the Board of Trustees shall be final and binding on all parties.

12.7 **General Provisions:**

12.7.1 No grievance shall be recognized unless it shall have been presented at the appropriate level within twenty (20) working days after the grievant knew, or with reasonable diligence, should have known of the act or condition and its aggrieving nature that forms the basis of the grievance, and if not so presented, the grievance will be considered as waived.

12.7.2 A decision rendered at any level shall be considered final unless an appeal is registered within the time limits specified.

12.7.3 Time allowances set forth at each level shall be considered final unless an appeal is registered within the time limits specified.

12.7.4 Should the hearing of any grievance require that an employee be released from his/her regular assignment, he/she shall be so released without loss of pay or benefits.

12.7.5 No reprisals of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.

12.7.6 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

12.7.7 All parties to the grievance shall make available to other parties involved all pertinent information not privileged under the law in its possession or control which is relevant to the issues raised by the grievance.

12.7.8 Any grievance which arose prior to the effective date of this Agreement shall not be processed.

## ARTICLE 13: SAFETY

- 13.1 **District Assumes Responsibility for Safety:** The Board recognizes that in providing the educational program of this District, it assumes the responsibility for the safety of District employees while they are in and on the facilities provided in furtherance of that program. The District recognizes its responsibilities to comply with relevant Cal-OSHA regulations and guidelines. (California Labor Code, Section 6300 et seq.; California Administrative Code, Section 330 et seq.)
- 13.2 **Publishing/Posting of Rules and Providing Safe Equipment:** The Board shall provide, publish, and post rules for safety and the prevention of accidents, provide protective devices (including prescription safety eyewear) where they are required for the safety of employees, and provide suitable and safe equipment where such equipment is necessary for the operation of the District.
- 13.3 **District Shall Maintain Safe Work Environment:** The District shall at all times maintain standards of safety and sanitation in conformance with law. Union and District shall cooperate to eliminate hazards and correct any conditions that adversely affect the health and safety of employees.
- 13.4 **Employee Shall Notify Supervisor:** Any employee who observes a condition in the working environment that he/she believes violates this article and feels is unsafe and creates any imminent danger of harm to any person will make every attempt to immediately notify his/her immediate supervisor of the existence of such condition. Nothing herein shall be deemed to preclude such employee from contacting any other person or entity that may have the jurisdiction or ability to investigate or correct the alleged unsafe condition.
- 13.5 **Appeal Process:** This appeal process shall be used if a complainant believes this article has been violated and the complainant has notified his/her immediate supervisor of an alleged unsafe working condition impacting a unit member, and the complainant feels that District management has failed to take appropriate corrective action. The complainant may submit a written statement of the alleged condition or violation and any proposed corrective action to the Executive Director of Facilities. The Executive Director of Facilities shall then take appropriate corrective action or forward the complaint within five (5) working days to the Associate Chancellor. The Union shall be informed in writing of the response to the complaint at each level of this appeal process.
- 13.5.1 **Executive Vice Chancellor:** Within five (5) working days of receipt of any such complaint, the Executive Vice Chancellor or designee shall initiate appropriate corrective action, or shall initiate action to convene the District Safety Management Committee. The Committee shall investigate the complaint and shall prepare written findings and recommendations within fifteen (15) working days after being convened.
- 13.5.2 **Chancellor:** If the District Safety Management Committee recommends corrective action, and the Executive Chancellor/designee does not approve such action, the complainant may appeal to the Chancellor or his/her designee within 15 working days after receipt of his/her copy of the decision by the Executive Chancellor/designee. The Chancellor shall review the complaint and all recommendations and make a decision in writing within fifteen (15) days of receipt of the appeal.
- 13.5.3 **Board:** The complainant may appeal the decision of the Chancellor/designee within 15 working days after receipt of his/her copy of the decision to the Board of Trustees. The decision of the Board shall be final.
- 13.6 **Safety Committee:** A Safety Committee shall be established on each campus and will include two (2) representatives appointed by CSEA. A Campus Safety Committee will meet at least quarterly. A District Safety Management Committee will meet at least twice each fiscal year.
- 13.6.1 The committees shall promulgate internal committee rules to promote and maintain a safe and healthful campus environment, educating and training personnel in safe work practice.
- 13.6.2 The committees shall recommend consistent District-wide procedures for scheduling safety inspections to identify and correct any unsafe conditions and work practices that may be in conflict with Section 13.1 of this Article.

- 13.6.3 The committees shall meet to discuss accident and illness prevention methods, injury and illness records, and the results of regular safety inspections.
- 13.6.4 The committees shall make recommendations to a District Safety Management Committee on the elimination of risks, on corrective actions on identified hazards, and on training needed to maintain environmental safety within the District.
- 13.6.5 This Article shall not be subject to the arbitration provision of the Grievance Procedure set forth in Article 12 herein.
- 13.6.6 Union members of the Safety Committee shall be allowed reasonable released time for Committee meetings.

## ARTICLE 14: PERFORMANCE EVALUATION PROCEDURES

- 14.1** **Purpose:** A formal written performance evaluation addresses the overall job performance of an employee and provides a documented record of the job performance.
- 14.2** **Schedule of Evaluations:** All unit members shall be evaluated by the immediate supervisor in conjunction with the responsible administrator as follows:
- Probationary Employees — at the completion of the first three (3) and five (5) months of employment in the employee's position.
- Permanent Employees—annually on the employee's anniversary date in the position, however if two successive satisfactory evaluations are completed, the reviews are conducted biennially.
- 14.3** All evaluations shall be based upon direct knowledge and observation.
- 14.4** **Negative Evaluations:** Any negative evaluation shall include specific recommendations for improvements to assist the employee in meeting any/all recommendations made. The employee shall have the right to review and respond to the evaluation.
- 14.5** **Signing:** All evaluations shall be signed by the immediate supervisor, the responsible administrator (if other than the immediate supervisor) and by the employee. Signing the evaluation form does not necessarily indicate that the employee agrees with the evaluation but that the immediate supervisor and employee have met and discussed the evaluation.
- 14.6** **Copy Distribution:** One copy of the completed evaluation form shall be given to the bargaining unit employee. The original evaluation report will be forwarded to the Office of Human Resources for placement in the official personnel file of the employee.
- 14.7** **Disagree with Evaluations:** A bargaining unit employee who disagrees with the evaluation may file a written response and/or request a meeting to review the evaluation with the respective College President or Vice Chancellor, Human Resources. Employees in the District Office may appeal to the Executive Vice Chancellor or the Vice Chancellor, Human Resources.
- 14.8** **Personnel File:** The official personnel file shall be located in the Office of Human Resources. Upon request, every bargaining unit member shall have the right to inspect and receive a copy of all material in his/her personnel file. Any employee shall have the right to be accompanied by an individual(s) of his/her choosing when reviewing his/her personnel file and shall have the right to show the contents of his/her file to a designated representative(s). In addition, individual files shall be made available to a person with written authorization from the employee.
- 14.8.1** All information of a derogatory nature shall not be entered or filed in any personnel record unless and until the employee is given notice. Upon receiving such notice the employee may:
1. enter, and have attached to any derogatory statements, his/her own comments with regard to the information;
  2. request a hearing with the appropriate administrator. If the employee and the administrator cannot reach agreement, the employee may appeal to the Vice Chancellor, Human Resources for final determination.
- 14.8.2** Employees shall be informed specifically through written communication by their supervisor or person initiating the placement of any derogatory material in their personnel file of the following:
1. Date the material was sent for inclusion in the personnel file;
  2. Any communications to the Office of Human Resources accompanying the material.

- 14.8.3** All material made a part of the file shall be dated for the date of incident, date of origin of composition, as well as the date material is received for the personnel file. Such material shall also be signed by the originator of the material.
- 14.8.4** Upon request, every bargaining unit member shall have the right to inspect and receive a copy of all material in his/her file, except for the following:
1. Materials obtained prior to the employment of the person involved;
  2. Materials prepared by identifiable examination committee member
  3. Materials obtained in connection with a promotional examination.

## **ARTICLE 15: MANAGEMENT RIGHTS**

- 15.1 The right to manage the college district and to direct its employees and operations is vested in and reserved by the District, and shall be unrestricted except that exercise thereof may not extinguish any lawful right or benefit expressly provided for in this Agreement.

## ARTICLE 16: EFFECT OF AGREEMENT

- 16.1 **Contrary to Law:** If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.
- 16.2 **Board Policies:** This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the Board.
- 16.3 **Changes:** This Agreement shall constitute the full and complete commitment between both parties, and shall supersede and cancel all previous agreements both written and oral. All matters within the scope of bargaining have been negotiated and agreed upon by the parties hereto. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- 16.4 **Successor Agreements:** The Board agrees to enter into negotiations with CSEA over a successor agreement no later than six (6) weeks after the public meeting of the Board of Trustees at which time CSEA successor agreement proposals are presented to the Board as per the requirements of Government Code Section 3540 et seq. Any agreements to negotiated shall be reduced to writing after ratification by the parties.
- 16.5 **Copy Distributions:** As soon as practical after settlement of this contract is reached, the parties shall cause copies of this contract to be printed for distribution to all employees in the bargaining unit and future bargaining unit employees to be hired within the effective period of the contract. The parties agree to share equally the cost of such duplication and distribution, including all clerical time and materials.

## ARTICLE 17: CLASSIFICATION SYSTEM MAINTENANCE

### 17.1 **Reclassification**

17.1.1 For the purpose of this article, the following definitions shall apply:

Class - or "classification:" Classified positions grouped according to categories having similar tasks (called "job families"), the same title, and the same salary range.

Generic Job Description: A specification of the class that outlines the scope of the class, lists a sample of typical job duties, the knowledge, skills, and abilities required to perform the tasks at a satisfactory level of success; and the minimum requirements for education and experience.

Reclassification: The process by which major changes to the job duties assigned to positions are recognized by changes in the class to which those positions are designated.

17.1.2 **Requests for Reclassifications:** A request for classification review may be submitted by the employee, supervisor/administrator, or the CSEA to the Office of Human Resources. All requests shall be submitted using the appropriate classification review forms available in the Office of Human Resources. A copy of the request shall be forwarded by the Office of Human Resources to the President of the CSEA and the requestor.

17.1.2.1 The Vice Chancellor, Human Resources, or designee, shall issue a written recommendation regarding the request within forty (40) working days to the employee and to the President of the CSEA.

17.1.2.2 If the CSEA and/or the employee(s) agree with the recommendation or no appeal is made, the Office of Human Resources shall follow procedures leading to full implementation in a timely fashion as mutually agreed upon by the parties. The effective date of the reclassification shall be the date the recommendation was agreed to or such other date mutually agreed upon by the parties.

17.1.2.3 If the CSEA and/or the employee(s) disagree with the recommendation, they may request a second review based on additional information within fifteen (15) working days and the Vice Chancellor, Human Resources or designee shall issue a response within thirty (30) working days, or they may appeal the recommendation through the grievance procedure at Level II within ten (10) working days. The effective date of the reclassification shall be negotiated to the extent permitted by law and the good will of the parties.

17.1.2.4 Review of Procedures and Forms: CSEA and the District agree to jointly review current procedures to determine if the process can be streamlined and the forms to be revised to become more "user friendly". Upon adoption of the collective bargaining agreement, this matter will be referred to the Joint Labor Management Committee.

17.1.3 **Notification of Intent to Change:** If the District intends to change the classification of a position or positions as a result of a new job analysis, reorganization and/or other reasons, the District shall notify the President of CSEA #33 in writing (or orally if acceptable to both parties). The CSEA will either:

1. submit its written or oral argument with the change(s), or
2. submit a written or oral rebuttal and negotiate the proposed change(s) or effects of the change(s), to the extent permitted by law and the good will of both parties, or
3. submit a written or oral statement of "no position" with regard to the change(s).

Upon receipt of the CSEA written or oral agreement with the change(s) or "no position" statement, the Office of Human Resources shall then follow procedures leading to full implementation in a

timely fashion as mutually agreed upon by the parties. The effective date of the reclassification shall be negotiated to the extent permitted by law and the good will of the parties.

If the recommendation is rebutted by the CSEA and negotiation is requested, the parties shall meet within twenty (20) working days to resolve any differences and reach agreement. The effective date of the reclassification shall be negotiated to the extent permitted by law and the good will of the parties.

17.1.4 By mutual agreement of both parties, timelines may be altered.

17.2 **MEET AND CONFER:** The District agrees to meet and confer with CSEA in regard to the effect of and the actual decision to:

1. group classifications into occupational groups,
2. set salary ranges for newly created classifications,
3. allocate positions to classifications.

17.3 **NEGOTIATE REDUCTIONS:** The District agrees to negotiate the effects of the decision to:

1. create a new classification to perform functions not previously performed,
2. abolish a classification thus ceasing to engage in functions previously performed,
3. revise job specifications,
4. transfer work from one classification to a different or newly created classification,
5. transfer work from one classification to another.

17.3.1 The District agrees to negotiate a decision to:

1. reduce the hours of any position or group of positions rather than to eliminate the position(s) by layoff.
2. reduce the work year of any position or group of positions rather than to eliminate the position(s) by layoff.

17.4 **Procedures:** The District shall notify the President of CSEA, Chapter No. 33, of its intent to take any of the ten actions specified in Sections 17.2, 17.3 or 17.3.1 no later than thirty (30) days prior to the proposed effective date of the action.

17.5 By mutual agreement of both parties, timelines may be altered.

## ARTICLE 18: LAYOFFS

- 18.1 **Not Subject to Further Negotiations:** CSEA agrees that layoffs and their effects shall not be subject to further negotiations but shall be governed by the provisions of this Agreement. The parties agree that this article is not subject to the grievance procedure specified in Article 12.
- 18.2 **Definition:** Layoff is defined as an involuntary separation from District service due to lack of work or lack of funds, or assignment to a class lower than that in which the unit member has permanence, voluntarily consented to by the unit member to avoid interruption of employment by layoff. The definition of lack of work or lack of funds, and the determination of what positions are to be affected, are reserved to management.
- Each of the different job titles included in Appendix A is a class. Appendix A may be amended from time to time to reflect new or deleted classes.
- 18.3 **Seniority:** Seniority in a class is based on length of service in that class and higher classes from the last continuous date of hire as a probationary or permanent classified employee.
- 18.3.1 Length of service shall mean all hours in a paid probationary or permanent status, excluding overtime, commencing or continuing after July 1, 1971. The District shall compute all time worked prior to July 1, 1971, on an annual hours basis as though each unit member had worked full time.
- Hours in pay status will be used to determine the seniority ranking of all unit members hired on or before June 30, 1996. These seniority rankings will be subject to verification by each employee and then these validated rankings will be used in all future seniority matters.
- Seniority within the classifications for all members hired on or after July 1, 1996 will be determined by date of hire only.
- For members reassigned to another classification on or after July 1, 1996, seniority within that classification shall be determined by date of hire only.
- 18.3.2 In the event that two or more employees have equal seniority, the order of layoff shall be determined by lot.
- 18.4 **Timelines:** The District shall notify the affected employee(s) and the CSEA no later than forty-five (45) days prior to any planned layoff.
- 18.4.1 The District and the CSEA representatives shall meet no later than five (5) days following the receipt of any notices of layoff to review the proposed layoffs and determine the order of layoff within the provisions of this Agreement.
- 18.5 **Bumping Rights:** If positions within a class are eliminated, the least senior unit member(s) in the class will be notified of layoff and of the possibility of exercising bumping rights into an equal or lower class, if such possibility exists.
- 18.5.1 In lieu of layoff, a unit member may exercise bumping rights into an equal or lower class in which he/she has served if the unit member has more seniority in that class than someone currently serving in that class.
- The affected employee shall also have the right to prior consideration, i.e., the right to be interviewed and tested by the hiring manager (and/or designee[s]), of any advertised vacant position which is at or below the range of the position from which the affected employee is being laid off.

- 18.5.2 When more than one position is affected, the availability to some unit members of the options of voluntary demotion or the exercise of bumping rights may depend on what options other affected unit members choose. In such cases the District shall notify the unit member and the CSEA of all options known to the District. The unit members shall be allowed to choose from the available options by order of seniority.
- 18.5.3 The District may call a meeting of affected unit members or contact unit members individually to determine their preferences.
- 18.5.4 An employee may elect layoff in lieu of exercising bumping rights, but this election shall operate to waive any reemployment rights to lower classes.
- 18.6 **Re-Employment Rights:** A unit member who has been laid off has reemployment rights (preference over new applicants) for thirty-nine (39) months into the class from which he/she was laid off. Reemployment rights shall be in reverse order of layoff.
- 18.6.1 Unit members who have been laid off shall also have the right to apply for open positions. CSEA shall be notified by the District of all employment opportunities within the District.
- Unit members who have been laid off shall have the right to prior consideration, i.e., the right to be interviewed and tested by the hiring manager (and/or designee[s]), of any advertised vacant position from which the employee has been laid off.
- 18.6.2 The District shall fulfill its duty to communicate an offer of reemployment by depositing a written letter offering reemployment in the certified mail to the last address that the unit member has provided the Office of Human Resources.
- 18.6.3 If the District fails to receive an acceptance within the fourteen (14) working days after postmark date of the offer, it shall consider that the unit member has declined the offer of employment.
- 18.6.4 A unit member who accepts an offer of reemployment shall be given at least seven (7) calendar days after the unit member's acceptance of the District's offer to return to work. The District may establish a time for return to work of more than seven (7) days. By mutual agreement the unit member may report to work within fewer than seven (7) days.
- 18.6.5 A unit member who has accepted an offer of reemployment will be restored to his/her step on the salary schedule but service credit (longevity) and benefits do not accrue during layoff except as defined under Section 18.7.
- 18.7 **Health and Welfare Benefits:** The District shall continue to pay health and welfare benefits according to the current Agreement for any employee laid off and currently receiving benefits, for one (1) month from the date of layoff, if the employee has served five (5) or more continuous years in the District.

## ARTICLE 19: DISCIPLINARY PROCEDURES

### 19.1 STATEMENT OF PURPOSE

**DEFINITION:** Discipline includes any action whereby an employee is deprived of any classification or any incident of any classification in which he or she has permanency, including dismissal, suspension with or without pay, demotion, or any reassignment, without his or her voluntary consent, except a layoff for lack of work or lack of funds.

The decision to initiate disciplinary proceedings and the determination of the type and the amount of recommended discipline are reserved to the District. However, a unit employee shall be subject to disciplinary action only for cause. Grounds for disciplinary action may be based on the causes enumerated in this Article in Sections 19.1.2 and 19.1.3.

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

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

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

19.1.3 **CAUSES FOR DISCIPLINARY ACTION:** The following causes are stated by way of illustration. Other valid causes for discipline may be advanced by management.

- a) Incompetence or inefficiency in the performance of his/her duties
- b) Insubordination;
- c) Carelessness or negligence in the performance of duty;
- d) Willful misuse or waste of, or damage to, school District property or equipment;
- e) Unauthorized or excessive absence and/or tardiness
- f) Repeated abuse of leave privileges
- g) Use or possession of intoxicants or controlled substances on the job or reporting for work while under the influence of intoxicants or a controlled substance or conviction of a controlled substance offense;
- h) Dishonesty in handling District funds, records, or other property or falsifying any information supplied to the District, including but not limited to, information supplied on applications, employment records, or any other District record;
- i) Abandonment of position
- j) Discourteous, offensive or abusive conduct or language toward other unit members, students or the public. (This may include, but not be limited to, jokes, slurs, derogatory comments, or other non-work-related conduct or language regarding a person's race, color, religion, national origin, age, medical condition, physical handicap or other non-work-related status.);

- k) Failure to maintain any license or certification needed to perform duties, or failure to meet District insurability requirements;
- l) Violation of District, state or federal regulation(s);
- m) Conviction of any felony or of a misdemeanor involving moral turpitude. A plea or verdict of guilty or a conviction following a plea of nolo contendere, to a charge of a felony or any other offense involving moral turpitude shall be deemed to be a conviction within the meaning of this Section;
- n) Arrest for a sex offense as described in Education Code Section 88022;
- o) Knowingly making, duplicating or causing to be duplicated any key to any District facility without authorization from the appropriate administrator or supervisor; or
- p) Engaging in any employment or other activity that is inconsistent, incompatible, in conflict with or detrimental to the unit member's duties, functions or responsibilities as a District unit member.

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

19.2.1 The unit member shall be given the opportunity to attach his/her comments to the notation within ten (10) days. No written notation shall be placed in the employee's personnel file at the informal counseling level

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

19.3 **WRITTEN WARNING/REPRIMAND:** If the behavior is deemed severe or continues, the Supervisor shall issue to the unit member a clearly identified written letter of warning/reprimand. A copy will be sent to CSEA and the Office of Human Resources. The member will be notified of the unit member's right to representation by the CSEA. At the request of the CSEA, the Office of Human Resources may also be involved at this level.

19.3.1 The unit member will have ten work (10) days to request a meeting to contest the written reprimand. The Supervisor shall schedule a conference to hear the unit member's response. Following the conference, the Supervisor may recommend that the written warning/reprimand be modified in part or in whole or left as originally written and may or may not be placed in the unit member's personnel file.

19.3.2 If the written warning/reprimand is placed in the unit member's personnel file, the unit member shall have the right within ten (10) days of the recommendation to appeal to the President of the College or the Vice-Chancellor, Human Resources for review and shall also have the right to attach his/her comments for inclusion should the President or Vice-Chancellor, Human Resources rule in favor of placement in the file.

19.3.2.1 Unit members assigned to work at the District Office can appeal to the Vice-Chancellor, Human Resources for review, and shall also have the right to attach his/her comments for inclusion should the Vice-Chancellor, Human Resources rule in favor of placement in the file.

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

19.4 **SUSPENSION:** Suspension from employment may be imposed by the Chancellor or his/her designee directly or upon information from other administrators and is without pay unless the Chancellor or his/her designee decides otherwise.

- 19.4.1 **UNIT MEMBER RIGHTS:** The unit member shall be accorded the following rights prior to the commencement of a suspension:
- (a) Written notice of the proposed action;
  - (b) The reasons for the action;
  - (c) A copy of the charges and materials upon which the charges are based;
  - (d) The right to respond to the charges either orally or in writing, at the unit member's discretion, to the Chancellor or his/her designee at the time of notification of the charges;
  - (e) Notice of the right of appeal; and
  - (f) Written notification to CSEA and notification to the unit member of the right of representation by CSEA.
- 19.4.2 In situations in which an immediate suspension is necessary to avert possible serious harm to the District, its unit members, its students or the public, the above-stated rights need not be accorded prior to the imposition of the suspension but shall be accorded as soon thereafter as is feasible.
- 19.4.3 **REQUEST TO APPEAL SUSPENSION:** If a unit member elects to appeal a suspension, he/she must submit a request to the Chancellor or his/her designee within ten (10) days after receipt of the notice of suspension. Failure to file a timely appeal shall constitute a waiver of appeal rights. The Chancellor or his/her designee shall rule on the appeal within fourteen (14) days from the date of the appeal. The Chancellor or his/her designee may sustain, revoke or modify the suspension. Any appeal from the ruling regarding suspension at this level shall be to the Board of Trustees within seven (7) days after service of the Chancellor's or his/her designee's decision. The review at this level shall consist solely of a review of the written records above, and shall not include a de novo hearing of the Board.
- 19.4.4 Failure to file a timely appeal to the Board of Trustees shall constitute a waiver of further District appeal rights.
- 19.4.5 If a unit member's suspension is revoked, he/she shall be compensated for the entire period. If the suspension is modified, he/she shall be compensated for any part of the suspension that is rescinded.
- 19.5 **TERMINATION:** Before a permanent unit member is terminated, he/she shall be served a written notice, stating in ordinary and concise language the acts and omissions upon which the dismissal is based, the specific charges against him/her, a statement of his/her right to a hearing, and the time within which such hearing must be requested, which shall not be less than five (5) days after service of the notice. In addition, the unit member shall be given a card or letter which only needs his/her signature to constitute a request for a hearing before the Vice Chancellor, Human Resources, and a denial of the charges. CSEA shall receive the notice of termination and the unit member shall be informed of his/her rights to representation by CSEA. Any hearing at this level shall be considered a "Skelly" process.
- 19.5.1 Any notice or request shall be deemed served when it is delivered in person to the unit member to whom it is directed, or when it is deposited in the United States registered or certified mail, postage prepaid and addressed to the last address the unit member has given the Office of Human Resources.
- 19.5.2 The Chancellor or his/her designee may suspend a unit member pending final resolution of the dismissal action if prior to suspension the unit member has been accorded the following rights:
- (a) Notice of the proposed dismissal action and of the right to a hearing;
  - (b) The reasons for the dismissal action;
  - (c) A copy of the charges and materials upon which the charges are based; and
  - (d) The right to respond to the charges either orally or in writing, at the discretion of the unit member, to the person imposing the suspension at the time of notification of the charges.

- 19.5.3 The suspension shall be without pay unless the Chancellor or his/her designee decides to make the suspension with pay.
- 19.5.4 In situations in which an immediate suspension is necessary to avert possible serious harm to the District, its unit members, its students and the public, the above-stated rights need not be accorded prior to the imposition of the suspension but shall be accorded as soon thereafter as is feasible.
- 19.6 **APPEAL OF RECOMMENDATION OF TERMINATION:** CSEA may appeal a recommendation of termination to the Board of Trustees. Such appeal must be lodged with the Office of the Chancellor within ten (10) days following any hearing conducted as part of the “Skelly” process.
- 19.6.1 Within ten (10) days of the receipt of the appeal to the Board of Trustees, the Board shall appoint a hearing officer who shall not hold any other employment with the District. The unit member shall be given at least five (5) days' written notice of the time and place of the hearing. The unit member and the District administration shall be afforded equal opportunity to present evidence before the hearing officer. Following completion of the hearing, the hearing officer shall recommend a decision to the Board of Trustees. Hearings shall be held in closed session unless the unit member requests a hearing in open session.
- 19.6.2 If a unit member fails to make a timely request for a hearing, the Board may act upon charges without a hearing and without notice to the unit member of the time and place of the Board's meeting to act on the charges.
- 19.6.3 The Board of Trustees shall consider the findings of fact and recommendations of the hearing officer and, if necessary, the transcript of the hearing prior to rendering a final decision on the matter. If the Board of Trustees finds for the unit member, it shall so notify the unit member within five (5) days after the finding, and all records pertaining to the incident shall be removed from the unit member's file.
- 19.6.4 If the Board of Trustees determines that sufficient cause exists it may impose discipline as proposed by the administration, or it may impose a lesser form of discipline. The Board's determination of the sufficiency of the cause for discipline and the degree thereof shall be conclusive.
- 19.6.5 In all cases, each party shall bear the full costs for its participation in the hearing process, including the costs of shorthand reporters, transcripts, and other related costs.
- 19.7 **OTHER PROVISIONS:** Mere technical, non-substantive violations of the disciplinary procedures which do not affect substantive rights shall not invalidate the discipline unless the violations were prejudicial to the unit member.
- 19.7.1 Any alleged violation of this Article shall be pursued as part of the appeals procedure of this Article and not as part of the Grievance Procedure, Article 12, of this Collective Bargaining Agreement.
- 19.7.2 A negative performance evaluation may be given to an employee without following the disciplinary procedure. (See Article 14, Performance Evaluation Procedures.)
- 19.7.3 The parties may mutually agree to skip steps or accelerate or slow time lines contained in the procedure, dependent upon the facts of an individual case.
- 19.7.4 This Article replaces all other District disciplinary rules, regulations, procedures, policies, customs, or other means of imposing discipline covered herein affecting members of the unit which may now be extant.
- 19.8 **Labor Management Committee (LMC) and Resolution of Procedure Disputes:** Between collective bargaining time periods, the parties agree to use the LMC to workout procedural issues or modify the existing disciplinary process, procedure, or steps to better conform with the provisions of the law and to make the procedures easier for employees and supervisors to understand. Any changes to the Labor Agreement shall be by mutual agreement and shall be reduced to writing.

**ARTICLE 20: DURATION**

20.1 **Effective Dates Of Contract:** The District and CSEA agree that this contract should be effective on the date of approval of the Board of Trustees and shall remain in full force and effect through June 30, 2007.

20.2 **Contract Reopeners:** For the duration of this agreement there will be no reopeners except effective July 1, 2005 and July 1, 2006 the following sections shall be reopened: 8.1.1, 8.4, 9.1.1 and one non economic item to be designated by either or both parties

IN WITNESS WHEREOF, the CSEA has caused this Agreement to be signed by its President and negotiators, and the Board has caused this Agreement to be signed by its President Chancellor and negotiator.

FOR THE CSEA:

FOR THE DISTRICT:

\_\_\_\_\_  
Charles Jones  
President – CSEA, Chapter #33

\_\_\_\_\_  
Patricia Miljanich  
President – Board of Trustees

\_\_\_\_\_  
Kathy Chaika  
Chief Negotiator – CSEA, Chapter #33

\_\_\_\_\_  
Ron Galatolo  
Chancellor-Superintendent

\_\_\_\_\_  
Harry Joel  
Vice Chancellor, Human Resources

**APPENDIX A—CSEA BARGAINING UNIT**  
*(Positions in italics are currently inactive/not filled)*

Account Clerk I, II  
Accounting Technician  
Administrative Secretary  
Admissions & Records Assistant I, II, III  
Assistant Project Director  
Athletic Equipment Manager  
Athletic Trainer  
Bookstore Buyer  
Bookstore Operations Assistant  
Broadcast Engineer I, II  
Buyer  
Career Resources/Counseling Aide  
*Cashier/Clerk*  
Child Care Center Aide  
Client Services Manager (KCSM)  
College Safety Assistant  
College Security Officer  
Computer Operator II  
Cosmetology Aide  
Director Radio Program Operations  
Division Assistant  
*Duplicating Equipment Operator*  
Electronics Technician  
Financial Aid Assistant  
Financial Aid Technician  
FM Program Director  
Human Resources Assistant  
Instructional Aide I, II  
IT Support Technician  
*ITS Support Technician*  
*KCSM Membership Director*  
KCSM Underwriting Representative  
Laboratory Technician  
Lead College Security Officer  
Lead Duplicating Equipment Operator  
Library/Media Technician  
Mail Clerk  
*Media Services Technician I*  
Media Services Technician II  
Membership Services Coordinator  
Multimedia Technician  
Office Assistant I, II  
Operations Assistant I, II  
Payroll Clerk I, II  
Payroll Specialist  
Producer/Director  
Production Artist  
Program Services Coordinator  
Programmer Analyst  
Promotions and Web/Context Coordinator  
Purchasing Technician  
Senior Account Clerk  
Senior Accounting Coordinator  
Senior Accounting Technician

Senior Bookstore Buyer  
Senior Broadcast Engineer  
Senior Buyer  
Senior Library/Media Technician  
Shipping/Receiving Clerk  
Staff Announcer/Producer  
Staff Assistant  
Storekeeper  
Systems Support Technician  
Telecommunications Analyst  
Telecourse Coordinator  
*Telephone Operator/Receptionist*  
Television Program Manager  
Television Programmer  
*Theatre Assistant*  
*Theatre Manager/Technician*  
Theatre Production Technician  
Theatre Technician/Events Coordinator  
*Traffic Assistant*  
Tutor Coordinator/Basic Skills Specialist  
*User Services Assistant*  
Video Tape Operations Manager

**APPENDIX B—SALARY GRADE PLACEMENT**  
*(Positions in italics are currently inactive/not filled)*

- 11 *Theatre Assistant*
- 12 *Cashier/Clerk*  
College Safety Assistant  
*Telephone Operator/Receptionist*
- 13 Mail Clerk
- 15 Office Assistant I  
Shipping/Receiving Clerk  
*Traffic Assistant*
- 16 *Admissions & Records Assistant I*  
Instructional Aide I
- 17 Library/Media Technician  
Media Services Technician I
- 18 *Account Clerk I*  
Office Assistant II
- 19 Bookstore Buyer  
Career Resources/Counseling Aide  
Storekeeper
- 20 Admissions & Records Assistant II  
Account Clerk II
- 21 Athletic Equipment Manager  
Laboratory Technician  
Lead Duplicating Equipment Operator  
Senior Library/Media Technician  
Staff Assistant  
Telecourse Coordinator
- 22 Bookstore Operations Assistant  
Child Care Center Aide  
Financial Aid Assistant  
Human Resources Assistant  
Instructional Aide II  
*ITS Support Technician*  
Operations Assistant I  
Senior Account Clerk  
Payroll Clerk I
- 23 Senior Bookstore Buyer
- 24 Accounting Technician  
Administrative Secretary  
Admissions and Records Assistant III  
Division Assistant  
Multimedia Technician  
Payroll Clerk II

- 25 Computer Operator II  
Purchasing Technician  
Staff Announcer/Producer  
Television Programmer  
*User Services Assistant*
- 26 Assistant Project Director  
Athletic Trainer  
Cosmetology Aide  
Director Radio Program Operations  
Financial Aid Technician  
Operations Assistant II  
Tutor Coordinator/Basic Skills Specialist
- 27 College Security Officer  
Membership Services Coordinator  
Program Services Coordinator  
*Theatre Manager/Technician*  
Theatre Production Technician
- 28 Production Artist  
Senior Accounting Technician
- 29 FM Program Director  
Television Program Manager
- 30 Buyer  
IT Support Technician  
Systems Support Technician  
Theatre Technician/Events Coordinator  
Electronics Technician
- 31 KCSM Underwriting Representative  
Lead College Security  
Payroll Specialist  
Producer/Director  
Promotions Web/Context Coordinator  
Senior Accounting Coordinator
- 32 Broadcast Engineer I
- 34 KCSM Membership Director  
Senior Buyer
- 35 Telecommunications Analyst
- 36 Client Services Manager  
Broadcast Engineer II
- 37 Programmer/Analyst
- 38 Videotape Operations Manager
- 41 Senior Broadcast Engineer

**APPENDIX C—CLASSIFIED SALARY SCHEDULE**  
**Effective July 1, 2004**

Grade	Step →	1	2	3	4	5
<b>10</b>	Ann 12/12	26544.00	27852.00	29244.00	30384.00	31872.00
	Mon 12/12	2212.00	2321.00	2437.00	2532.00	2656.00
	Hourly	13.61	14.27	14.99	15.58	16.35
	80 %	10.89	11.42	11.99	12.46	13.08
<b>11</b>	Ann 12/12	27852.00	29244.00	30384.00	31872.00	33456.00
	Mon 12/12	2321.00	2437.00	2532.00	2656.00	2788.00
	Hourly	14.27	14.99	15.58	16.35	17.16
	80 %	11.42	11.99	12.46	13.08	13.73
<b>12</b>	Ann 12/12	29388.00	30792.00	32148.00	33756.00	35388.00
	Mon 12/12	2449.00	2566.00	2679.00	2813.00	2949.00
	Hourly	15.08	15.82	16.46	17.30	18.14
	80 %	12.06	12.66	13.17	13.84	14.51
<b>C6006 Telephone Operator/Receptionist</b>						
<b>C6105 Cashier/Clerk (Bookstore)</b>						
<b>13</b>	Ann 12/12	30288.00	31668.00	33312.00	34944.00	36684.00
	Mon 12/12	2524.00	2639.00	2776.00	2912.00	3057.00
	Hourly	15.53	16.27	17.09	17.92	18.81
	80 %	12.42	13.02	13.67	14.34	15.05
<b>C6002 Mail Clerk</b>						
<b>14</b>	Ann 12/12	31848.00	33456.00	35196.00	36912.00	38700.00
	Mon 12/12	2654.00	2788.00	2933.00	3076.00	3225.00
	Hourly	16.33	17.16	18.06	18.92	19.83
	80 %	13.06	13.73	14.45	15.14	15.86
<b>15</b>	Ann 12/12	32628.00	34332.00	36048.00	37764.00	39708.00
	Mon 12/12	2719.00	2861.00	3004.00	3147.00	3309.00
	Hourly	16.73	17.62	18.49	19.37	20.38
	80 %	13.38	14.10	14.79	15.50	16.30
<b>C6013 Office Assistant I</b>						
<b>C6014 Shipping/Receiving Clerk</b>						

**APPENDIX C—CLASSIFIED SALARY SCHEDULE**  
**Effective July 1, 2004**

Grade	Step →	1	2	3	4	5
<b>16</b>	Ann 12/12	33456.00	35196.00	36912.00	38700.00	40788.00
	Mon 12/12	2788.00	2933.00	3076.00	3225.00	3399.00
	Hourly	17.16	18.06	18.92	19.83	20.92
	80 %	13.73	14.45	15.14	15.86	16.74
<b>C6010 Admissions &amp; Records Assistant I</b>						
<b>C6023 Instructional Aide I</b>						
<b>17</b>	Ann 12/12	34332.00	36048.00	37764.00	39708.00	41664.00
	Mon 12/12	2861.00	3004.00	3147.00	3309.00	3472.00
	Hourly	17.62	18.49	19.37	20.38	21.34
	80 %	14.10	14.79	15.50	16.30	17.07
<b>C6004 Library/Media Technician</b>						
<b>C6029 Media Services Technician I</b>						
<b>18</b>	Ann 12/12	35196.00	36912.00	38700.00	40788.00	42756.00
	Mon 12/12	2933.00	3076.00	3225.00	3399.00	3563.00
	Hourly	18.06	18.92	19.83	20.92	21.93
	80 %	14.45	15.14	15.86	16.74	17.54
<b>C6007 Account Clerk I</b>						
<b>C6030 Office Assistant II</b>						
<b>19</b>	Ann 12/12	36048.00	37764.00	39708.00	41664.00	43812.00
	Mon 12/12	3004.00	3147.00	3309.00	3472.00	3651.00
	Hourly	18.49	19.37	20.38	21.34	22.47
	80 %	14.79	15.50	16.30	17.07	17.98
<b>C6011 Bookstore Buyer</b>						
<b>C6036 Career Resources/Counseling Aide</b>						
<b>C6038 Storekeeper</b>						
<b>20</b>	Ann 12/12	36912.00	38700.00	40788.00	42756.00	44916.00
	Mon 12/12	3076.00	3225.00	3399.00	3563.00	3743.00
	Hourly	18.92	19.83	20.92	21.93	23.04
	80 %	15.14	15.86	16.74	17.54	18.43
<b>C6026 Account Clerk II</b>						
<b>C6027 Admissions &amp; Records Assistant II</b>						
<b>C6108 College Safety Assistant</b>						

**APPENDIX C—CLASSIFIED SALARY SCHEDULE**  
**Effective July 1, 2004**

Grade	Step →	1	2	3	4	5
<b>21</b>	Ann 12/12	37764.00	39708.00	41664.00	43812.00	45960.00
	Mon 12/12	3147.00	3309.00	3472.00	3651.00	3830.00
	Hourly	19.37	20.38	21.34	22.47	23.56
	80 %	15.50	16.30	17.07	17.98	18.85
	<b>C6017 Senior Library/Media Technician</b> <b>C6042 Staff Assistant</b> <b>C6043 Athletic Equipment Manager</b> <b>C6044 Laboratory Technician</b> <b>C6118 Lead Duplicating Equipment Operator</b>					
<b>22</b>	Ann 12/12	38700.00	40788.00	42756.00	44916.00	47268.00
	Mon 12/12	3225.00	3399.00	3563.00	3743.00	3939.00
	Hourly	19.83	20.92	21.93	23.04	24.24
	80 %	15.86	16.74	17.54	18.43	19.39
	<b>C6009 Human Resources Assistant</b> <b>C6022 Financial Aid Assistant</b> <b>C6032 Operations Assistant I</b> <b>C6033 Payroll Clerk I</b> <b>C6047 Child Care Center Aide</b> <b>C6048 Instructional Aide II</b> <b>C6132 Senior Account Clerk</b> <b>C6143 Bookstore Operations Assistant</b>					
<b>23</b>	Ann 12/12	39708.00	41664.00	43812.00	45960.00	48324.00
	Mon 12/12	3309.00	3472.00	3651.00	3830.00	4027.00
	Hourly	20.38	21.34	22.47	23.56	24.76
	80 %	16.30	17.07	17.98	18.85	19.81
	<b>C6034 Senior Bookstore Buyer</b>					
<b>24</b>	Ann 12/12	40788.00	42756.00	44916.00	47268.00	49680.00
	Mon 12/12	3399.00	3563.00	3743.00	3939.00	4140.00
	Hourly	20.92	21.93	23.04	24.24	25.47
	80 %	16.74	17.54	18.43	19.39	20.38
	<b>C6103 Payroll Clerk II</b> <b>C6039 Accounting Technician</b> <b>C6046 Telecourse Coordinator</b> <b>C6050 Admissions &amp; Records Assistant III</b> <b>C6055 Administrative Secretary</b> <b>C6139 Multimedia Technician</b> <b>C6142 Division Assistant</b>					

**APPENDIX C—CLASSIFIED SALARY SCHEDULE**  
**Effective July 1, 2004**

Grade	Step →	1	2	3	4	5
<b>25</b>	Ann 12/12	41664.00	43812.00	45960.00	48324.00	50796.00
	Mon 12/12	3472.00	3651.00	3830.00	4027.00	4233.00
	Hourly	21.34	22.47	23.56	24.76	26.06
	80 %	17.07	17.98	18.85	19.81	20.85
<b>C6019 Staff Announcer/Producer</b> <b>C6045 Purchasing Technician</b> <b>C6060 Computer Operator II</b> <b>C6137 Television Programmer</b>						
<b>26</b>	Ann 12/12	42756.00	44916.00	47268.00	49680.00	52032.00
	Mon 12/12	3563.00	3743.00	3939.00	4140.00	4336.00
	Hourly	21.93	23.04	24.24	25.47	26.70
	80 %	17.54	18.43	19.39	20.38	21.36
<b>C6052 Operations Assistant II</b> <b>C6056 Financial Aid Technician</b> <b>C6070 Athletic Trainer</b> <b>C6071 Cosmetology Aide</b> <b>C6073 Tutor Coordinator/Basic Skills Specialist</b> <b>C6109 Director of Radio Program Operations</b> <b>C6127 Assistant Project Director</b>						
<b>27</b>	Ann 12/12	43812.00	45960.00	48324.00	50796.00	53256.00
	Mon 12/12	3651.00	3830.00	4027.00	4233.00	4438.00
	Hourly	22.46	23.56	24.76	26.06	27.32
	80 %	17.97	18.85	19.81	20.85	21.86
<b>C6051 Membership Services Coordinator</b> <b>C6079 Program Services Coordinator</b> <b>C6084 Theatre Production Technician</b> <b>C6106 College Security Officer</b>						
<b>28</b>	Ann 12/12	44916.00	47268.00	49680.00	52032.00	54660.00
	Mon 12/12	3743.00	3939.00	4140.00	4336.00	4555.00
	Hourly	23.04	24.24	25.47	26.70	28.04
	80 %	18.43	19.39	20.38	21.36	22.43
<b>C6126 Production Artist</b> <b>C6131 Senior Accounting Technician</b>						

**APPENDIX C—CLASSIFIED SALARY SCHEDULE**  
**Effective July 1, 2004**

Grade	Step →	1	2	3	4	5
<b>29</b>	Ann 12/12	45960.00	48324.00	50796.00	53256.00	55980.00
	Mon 12/12	3830.00	4027.00	4233.00	4438.00	4665.00
	Hourly	23.56	24.76	26.06	27.32	28.69
	80 %	18.85	19.81	20.85	21.86	22.95
<b>C6078 FM Program Director</b>						
<b>C6087 Television Program Manager</b>						
<b>30</b>	Ann 12/12	47268.00	49680.00	52032.00	54660.00	57432.00
	Mon 12/12	3939.00	4140.00	4336.00	4555.00	4786.00
	Hourly	24.24	25.47	26.70	28.04	29.47
	80 %	19.39	20.38	21.36	22.43	23.58
<b>C6083 Theatre Technician/Events Coordinator</b>						
<b>C6089 Electronics Technician</b>						
<b>C6119 Systems Support Technician</b>						
<b>C6138 IT Support Technician</b>						
<b>C6144 Buyer</b>						
<b>31</b>	Ann 12/12	48324.00	50796.00	53256.00	55980.00	58824.00
	Mon 12/12	4027.00	4233.00	4438.00	4665.00	4902.00
	Hourly	24.76	26.06	27.32	28.69	30.15
	80 %	19.81	20.85	21.86	22.95	24.12
<b>C6090 Producer/Director</b>						
<b>C6128 KCSM Underwriting Representative</b>						
<b>C6130 Senior Accounting Coordinator</b>						
<b>C6135 Promotions &amp; Web Content Coordinator</b>						
<b>C6141 Payroll Specialist</b>						
<b>C7022 Lead College Security Officer</b>						
<b>32</b>	Ann 12/12	49536.00	52020.00	54636.00	57384.00	60228.00
	Mon 12/12	4128.00	4335.00	4553.00	4782.00	5019.00
	Hourly	25.42	26.69	28.02	29.43	30.89
	80 %	20.34	21.35	22.42	23.54	24.71
<b>C6115 Broadcast Engineer I</b>						
<b>33</b>	Ann 12/12	50817.00	53352.00	56004.00	58832.00	61740.00
	Mon 12/12	4235.00	4446.00	4667.00	4903.00	5145.00
	Hourly	26.06	27.36	28.72	30.17	31.66
	80 %	20.85	21.89	22.98	24.14	25.33

**APPENDIX C—CLASSIFIED SALARY SCHEDULE**  
**Effective July 1, 2004**

Grade	Step →	1	2	3	4	5
<b>34</b>	Ann 12/12	52032.00	54660.00	57432.00	60372.00	63348.00
	Mon 12/12	4336.00	4555.00	4786.00	5031.00	5279.00
	Hourly	26.70	28.04	29.47	30.94	32.46
	80 %	21.36	22.43	23.58	24.75	25.97
<b>C6124 KCSM Membership Director</b>						
<b>C6134 Senior Buyer</b>						
<b>35</b>	Ann 12/12	53328.00	56016.00	58812.00	61764.00	64848.00
	Mon 12/12	4444.00	4668.00	4901.00	5147.00	5404.00
	Hourly	27.36	28.73	30.15	31.67	33.26
	80 %	21.89	22.98	24.12	25.34	26.61
<b>C6110 Telecommunications Analyst</b>						
<b>36</b>	Ann 12/12	54816.00	57420.00	60300.00	63312.00	66468.00
	Mon 12/12	4568.00	4785.00	5025.00	5276.00	5539.00
	Hourly	28.12	29.45	30.91	32.46	34.08
	80 %	22.50	23.56	24.73	25.97	27.26
<b>C6116 Broadcast Engineer II</b>						
<b>C6136 Client Services Manager (KCSM)</b>						
<b>37</b>	Ann 12/12	55980.00	58824.00	61800.00	64860.00	68244.00
	Mon 12/12	4665.00	4902.00	5150.00	5405.00	5687.00
	Hourly	28.70	30.15	31.70	33.24	34.95
	80 %	22.96	24.12	25.36	26.59	27.96
<b>C6101 Programmer Analyst</b>						
<b>38</b>	Ann 12/12	57384.00	60300.00	63348.00	66480.00	69948.00
	Mon 12/12	4782.00	5025.00	5279.00	5540.00	5829.00
	Hourly	29.43	30.92	32.49	34.09	35.87
	80 %	23.54	24.74	25.99	27.27	28.70
<b>C6092 Video Tape Operations Manager</b>						
<b>39</b>	Ann 12/12	58812.00	61800.00	64932.00	68148.00	71700.00
	Mon 12/12	4901.00	5150.00	5411.00	5679.00	5975.00
	Hourly	30.16	31.69	33.30	34.95	36.77
	80 %	24.13	25.35	26.64	27.96	29.42

**APPENDIX C—CLASSIFIED SALARY SCHEDULE**  
**Effective July 1, 2004**

Grade	Step →	1	2	3	4	5
<b>40</b>	Ann 12/12	60288.00	63348.00	66552.00	69852.00	73488.00
	Mon 12/12	5024.00	5279.00	5546.00	5821.00	6124.00
	Hourly	30.92	32.49	34.13	35.82	37.69
	80 %	24.74	25.99	27.30	28.66	30.15
<b>41</b>	Ann 12/12	61788.00	64932.00	68220.00	71592.00	75324.00
	Mon 12/12	5149.00	5411.00	5685.00	5966.00	6277.00
	Hourly	31.69	33.30	34.98	36.71	38.63
	80 %	25.35	26.64	27.98	29.37	30.90

**C6111 Senior Broadcast Engineer**

The above dollar amounts represent monthly salaries and do not include longevity increments or shift differentials.

## APPENDIX D—SALARY SURVEY GROUPS

The job families and corresponding benchmark classifications (in bold italics) defined for the salary survey include:

**Classification Family A**  
(General Clerical/Secretarial/Office Support)

Mail Clerk  
Cashier/Clerk  
Office Assistant I  
Office Assistant II  
Telephone Operator/Receptionist  
Human Resources Assistant  
EMS Assistant  
**Staff Assistant**  
Administrative Secretary  
Division Assistant

**Classification Family B**  
(Accounting/General Clerical)

Account Clerk I  
Account Clerk II  
Senior Account Clerk  
**Accounting Technician**  
Sr. Accounting Technician  
Sr. Accounting Coordinator  
Financial Aid Assistant  
Financial Aid Technician  
Operations Assistant I  
Operations Assistant II

**Classification Family C**  
(Accounting /General Clerical: Payroll)

Payroll Clerk I  
**Payroll Clerk II**  
Payroll Specialist

**Classification Family D**  
(Admissions/Records/General Clerical)

Admissions and Records Assistant I  
**Admissions and Records Assistant II**  
Admissions and Records Assistant III

**Classification Family E**  
(Library Clerical / Paraprofessional)

Library/Media Technician  
**Senior Library/Media Technician**

**Classification Family F**  
(Instructional / Student Services Aide)

Instructional Aide I  
**Instructional Aide II**

Laboratory Technician  
Career Resources/Counseling Aide  
Child Care Center Aide  
Cosmetology Aide

**Classification Family G**  
(Bookstore / General Services)

Bookstore Buyer  
Bookstore Operations Assistant  
**Senior Bookstore Buyer**  
Shipping/Receiving Clerk

**Classification Family H-a**  
(Computer Technician/User Support)

Computer Operator II  
Electronics Technician  
**IT Support Technician**  
Systems Support Technician  
Telecommunications Analyst  
Users Services Assistant

**Classification Family H-b**  
(Instructional Technology Support)

Media Services Technician II  
**Multimedia Technician**

**Classification Family I**  
(Offset Equipment Operation)

**Duplicating Equipment Operator**  
Lead Duplicating Equipment Operator

**Classification Family J**  
(Computer Programming)

**Programmer/Analyst**  
**Classification Family K**  
(Program Coordination)

Assistant Project Director  
**Program Services Coordinator**  
Tutor Coordinator/Basic Skills Specialist

**Classification Family L**  
(Theatre)

Theatre Assistant

***Theatre Technician/Events Coordinator***  
Theatre Production Technician  
**Classification Family M**  
(Stocking/Inventory, Non-Bookstore)

***Storekeeper***  
Athletic Equipment Manager

**Classification Family N**  
(Purchasing / Buying)

Buyer  
***Purchasing Technician***  
Senior Buyer

**Classification Family O**  
(Athletic Trainer)

***Athletic Trainer***

**Classification Family P**  
(Security Services)

College Safety Assistant  
***College Security Officer***  
Lead College Security Officer

**Classification Family Q**  
(Art / Design / Marketing)

***Production Artist***  
Promotions & Web Content Coordinator

Theatre Manager/Technician

**Classification Family R**  
(Broadcasting: Public Relations/Fundraising)  
KCSM Membership Director  
KCSM Underwriting Representative  
***Membership Services Coordinator***  
Client Services Manager

**Classification Family S**  
(Broadcasting: Technical Equipment Operation)

Broadcast Engineer I  
***Broadcast Engineer II***  
Senior Broadcast Engineer  
Video Tape Operations Manager

**Classification Family T**  
(Broadcasting: Programming)

***TV Program Director***  
Television Programmer  
Director of Radio Program Operations  
Telecourse Coordinator  
Traffic Assistant  
Television Programmer Manager

**Classification Family U**  
(Broadcasting: Production)

***Producer/Director***

**Classification Family V**  
(Broadcasting: Radio/FM)

***FM Program Director***  
FM Staff Announcer/Producer

**SIDE LETTER of AGREEMENT**

**San Mateo County Community College District**

**and**

**CSEA**

**February 23, 2005**

The District agrees to provide the same total compensation increase to CSEA as is provided in other collective bargaining agreements that may be reached following this date for the period of July 1, 2004 through June 30, 2005. Total compensation is defined as monies allocated for compensation improvements in base salaries and health benefits paid to all members of the bargaining unit. Total compensation does not include monies that may be negotiated or provided for individual classifications or categories or market adjustments to salary schedule configurations.

Date: \_\_\_\_\_

For the Union: \_\_\_\_\_

For the District: \_\_\_\_\_

