

CSEA CONTRACT

May 1, 2021

to

April 30, 2024

California School Employees' Association
Chapter 524



Adopted by the Governing Board of
Southwestern Community College
District August 14, 2023



CSEA CONTRACT

May 1, 2021 – April 30, 2024

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ARTICLE I: AGREEMENT

1.1 This Agreement is made and entered into this 1st day of May 2021 by and between Southwestern Community College District, hereinafter referred to as the College District, and California School Employees Association, and its Southwestern College Chapter 524, hereinafter referred to as CSEA.

ARTICLE II: RECOGNITION

- 2.1 **Acknowledgment** - The College District hereby acknowledges that CSEA is the exclusive bargaining representative for all Classified employees holding those positions described in Appendix A, attached hereto and incorporated by reference as a part of this Agreement. The determination of Management, Confidential, or Supervisory employees shall be designated by the College District, and CSEA shall be consulted on the designated positions. Any disputes concerning the College District's designation of positions may be challenged by CSEA through the Public Employment Relations Board (PERB).
- 2.2 **EERC Representation** - The College District and CSEA agree to establish an Employer/Employee Relations Committee (EERC). The EERC shall consist of three (3) members appointed by CSEA, and three (3) members appointed by the College District. The EERC shall meet at least once per month unless mutually agreed upon to modify such schedule. The purpose of this Committee is to assist in the resolution of perceived employer/employee problems. The Committee shall not, in any way, amend, modify, or change the present Contract. All agenda items shall be submitted to the designated Secretary three (3) days prior to the scheduled meeting. The agenda shall be distributed to all committee members twenty-four (24) hours prior to the scheduled meeting.

ARTICLE III: ORGANIZATIONAL SECURITY

3.1 Each employee covered by this Agreement, who, on the effective date of this Agreement, is a member of CSEA and each employee covered by this Agreement who becomes a member after that date shall maintain their membership in accordance with the terms of their CSEA membership application.

3.1.1 Dues Deduction

3.1.1.1 The College District shall deduct such dues as are authorized by CSEA, and/or each employee in this Bargaining Unit who has completed a CSEA membership application, "Dues Deduction Authorization" to the CSEA Chapter Treasurer who will submit forms to the College District and CSEA HQ.

3.1.1.2 Once applications are received as authorized by each employee in the Bargaining Unit, the College District shall deduct such dues every payroll period as authorized.

3.1.1.3 The College District shall refer any member with questions regarding their CSEA membership to the CSEA San Diego Field Office at 800-675-9939.

3.2 General Provisions

3.2.1 CSEA agrees to furnish to the Director of Payroll Services a letter certifying the amount of CSEA dues, service fees, and fees for other services as applied to employees. Such letter shall be furnished upon adoption of this agreement, and thereafter upon any change in such amounts applied.

3.2.2 It is agreed that the College District assumes no obligation to, in any manner, enforce the provisions of the above sections beyond implementing to the extent consistent with law, automatic payroll deduction.

3.3 Hold Harmless Clause

3.3.1 CSEA shall indemnify and hold the College District harmless from any and all claims, demands or suits, or any other action arising from the organizational security provisions contained herein.

3.3.2 CSEA agrees it shall reimburse the College District for any and all legal costs and attorney fees and shall hold the College District harmless from any liability arising from any and all claims, demands, lawsuits, or any other actions arising from any implementation or compliance with this article, or College District reliance on any list, notice, document, certification or authorization furnished under this article by CSEA.

ARTICLE IV: EVALUATIONS

- 4.1 **Definition** - Official evaluation is defined as an assessment of an employee's work performance. The official evaluation is submitted on the College District standard "Classified Employee Performance Evaluation" form for evaluating classified employees.
- 4.2 A probationary Unit Member is defined as a Unit Member who is serving the probationary period of six (6) months with the exception of College Police Officers and Public Safety Dispatchers pursuant to Education Code 88013 as amended by AB275. This is effective for employees hired or promoted on or after January 1, 2022, in compliance with the new state law.
- 4.2.1 College Police Officers and Public Safety Dispatchers must serve a one (1) year probation period in accordance with Education Code 88013.
- 4.3 A permanent Unit Member is defined as a Unit Member who has satisfactorily completed the probation period of six (6) months.
- 4.3.1 College Police Officers and Public Safety Dispatchers who have satisfactorily completed the probation period of one (1) year are defined as permanent Unit Members in accordance with Education Code 88013.
- 4.4 A permanent/probation Unit Member is defined as a Unit Member who has permanent status with the College District but serving in a six (6) month probationary period due to a promotion in accordance with Education Code 88013.
- 4.5 Performance evaluations for all probationary Unit Members not included in subsection 4.2 shall be submitted on or about the end of the third (3rd) month, and on about the end of the fifth (5th) month from the date of appointment to the position.
- 4.5.1 Performance evaluations for all Probationary Unit Members in the College Police Officer and Public Safety Dispatcher classifications shall be submitted on or about the end of the third (3rd) month, on or about the end of the sixth (6th) month, and on or about the end of the tenth (10th) month from the date of appointment to the position.
- 4.5.2 In the case of a promotion, performance evaluations for all permanent/probation Unit Members shall be submitted on or about the end of the third (3rd) month and on or about the end of the fifth (5th) month.
- 4.6 Progress evaluations for all other permanent employees shall be submitted at least once during the fiscal year at a time designated by the College District. After five (5) years of service in the current classification, the employee's regular evaluation will be once every three (3) years.
- 4.7 Special evaluations may be made on either a permanent or probationary employee when such evaluations are deemed appropriate by the employee's immediate supervisor or the Administration. special evaluations shall be used for the purpose of improving the performance of a bargaining Unit Member who is not meeting College District standards. The evaluation must contain a description of the performance requiring improvement.
- 4.8 No official evaluation of any employee shall be placed in the main personnel file without an opportunity for discussion between the employee and the evaluator. No evaluation shall be made based only upon hearsay statements but shall also be supported by direct observation and knowledge of the evaluator, and from voluntary input provided by the employee. The employee's supervisor shall provide the employee with an electronic copy of the evaluation within the electronic performance management system used by the College District at least two (2) days prior to any conference being held. The two (2) day requirement shall not apply

to an employee being released during probation. A bargaining Unit Member shall retain the right to have a CSEA Representative present at a conference. When a conference has been held, the employee shall electronically sign and date the completed evaluation document at that time. As provided in the Classified Employee Progress Evaluation Form, providing a signature does not necessarily indicate agreement with the content of the evaluation.

- 4.9 It is the intent of the parties that employees be informed of performance deficiencies and/or behavior which may result in a “Needs Improvement” status during the rating period; not solely during the evaluation. At a minimum, the evaluator is expected to confer with the employee as early as practicable to provide corrective direction. The evaluator is expected to provide the employee with clear direction regarding the nature of the performance and/or behavior requiring improvement, with specific direction for improvement. The evaluation shall contain a specific timeframe for reviewing progress towards improvement which shall not exceed sixty (60) calendar days. A follow-up conference shall be held within ten (10) days of the designated time frame. The specific recommendations for improvement prepared by the immediate supervisor shall be monitored by the College District for the purpose of assisting the employee.

The employee shall have the right to review and respond to any derogatory evaluation in accordance with Education Code Section 87031, by attaching their comments in writing or electronically regarding the evaluation within ten (10) days of receipt of the evaluation.

- 4.10 Any employee that is placed in “Needs Improvement” status, whether by regular or special evaluation, shall be afforded the opportunity to review the improvement plan. If the employee requests a review, all documents related to the evaluation shall be forwarded to the area Vice President. The area Vice President shall review the documents, meet with the parties and monitor the process. The area Vice President shall ensure the “Needs Improvement” process is conducted in compliance with both the provisions of this Agreement and the intent of those provisions. The employee may continue in the “Needs Improvement” status after the conditions of this section have been met. However, if the employee reports to a Vice President, or any administrator who reports directly to the Superintendent/President, the review will be performed by the Superintendent/President. If the employee reports directly to the Superintendent/ President, and an appeal is requested, the Superintendent/President shall appoint the Assistant Superintendent/Vice President for Human Resources to hear the appeal.
- 4.11 The Classified Employee Performance Evaluation form shall be reviewed and revised by the classified Employer/Employee Relations Committee (EERC) when and if necessary, as determined by the classified EERC. Any proposed revision from the EERC shall be submitted for consideration to the College District and to the Association. If accepted by both parties, a revised evaluation form shall be implemented.
- 4.12 Appendix B: Classified Employee Evaluations Rubrics. (This document is included as a guideline for conducting evaluations and shall not be binding or grievable.)
- 4.13 The College District and CSEA agree to form a joint labor/management committee to develop proposals on methods for CSEA Unit Members to provide input about their supervisor. The committee will be composed of two members selected by CSEA, two members selected by Southwestern Community College District Administrators’ Association (SCCDAA) and chaired by the Assistant Superintendent/Vice President for Human Resources. Said proposals will be brought back to the CSEA/College District negotiations for full discussion by members of both teams. Nothing herein constitutes a commitment on the part of the College District for CSEA to ultimately adopt such a proposal.

ARTICLE V: CSEA RIGHTS AND DISTRICT RIGHTS

- 5.1 CSEA shall have the following rights in addition to the rights contained in any other portion of this Agreement.
- 5.1.1 The right of access during non-working hours in areas in which the employees work.
 - 5.1.2 The right to reasonable use, without charge, of institutional bulletin boards and mail boxes for posting or transmission of information or notices concerning CSEA matters. All materials posted or mailed shall contain the name(s) of the CSEA representative authorized to do the posting or mailing. A copy shall be provided to the office of the Assistant Superintendent/Vice President for Human Resources on the day of the posting or mailing.
 - 5.1.3 The College District shall provide CSEA with the use of office space, equipped with a desk, chairs, a computer with Internet connection, printer, fax, software WIN 95, MSOffice, a telephone without charge, and photocopies at eight cents (\$.08) each.
 - 5.1.4 The right to review employee's personnel files and any other records dealing with employment, when accompanied by the employee, or on presentation of written authorization signed by the employee.
 - 5.1.5 The Association's duly authorized campus representatives shall have the right to use college facilities, without charge, at any time which does not conflict with College District-scheduled activities. The Association agrees to schedule facilities through the administrative office responsible for facility allocation. The Association agrees to leave facilities in a reasonably clean and orderly condition incident to each use. The Association agrees to reimburse the College District at the established community-use rate for any excess costs generated by the Association's use of the facility. The College District agrees to release Bargaining Unit employees for a maximum of one (1) hour per month (in addition to 5.1.7) to attend a scheduled CSEA Chapter meeting. Additionally, the College District agrees to release Bargaining Unit employees for a maximum of one (1) hour per month to attend meetings of the Classified Senate. Bargaining Unit employees shall submit a written request for release time to their immediate supervisor at least forty-eight (48) hours prior to the meeting. The employee shall have the right to appeal the supervisor's decision through the "Complaint/Open Door Policy." Chapter meetings shall be scheduled at times least disruptive to College District business.
 - 5.1.6 CSEA shall be provided, without charge, two (2) copies of the Tentative and Adopted Budget as provided to the County Department of Education.

5.1.7 For each fiscal year for which this Agreement is in effect, the College District agrees that the CSEA President shall be released for not more than forty percent (40%) of their assigned duty time in order to attend meetings related to the performance of their presidential duties. The CSEA Secretary shall be released up to ten percent (10%) and the CSEA Vice Presidents shall be released up to twenty (20%) of their assigned duty time to perform the duties related to their official positions. The College District will provide a maximum of 40% backfill to CSEA to cover the operational needs of the College District to be shared as determined by CSEA. CSEA Chapter Officers will be provided reasonable periods of release time for purposes of employee representation, investigation or processing of grievances, potential or actual disciplinary meetings, and for purposes of conducting negotiations. In addition to the foregoing, the College District shall continue its practice of permitting designated CSEA Officers release time to attend meetings scheduled by the College District. Additionally, the College District shall annually release five (5) CSEA members from their assigned duties, without loss in pay, to attend the CSEA State Conference. The release from duty shall not interfere with the efficient operation of the College District. In the event release time is used so that CSEA employees may serve as Chapter delegates to the CSEA State Conference or as a CSEA State Board/Committee Member, the employee's supervisor shall be given five (5) workdays advance written notice of such release time. Employees using released time pursuant to this section shall report their released time to their Supervisor each month on a "Released Time Report" form.

Consistent with existing laws, the College District will not engage in interference with a Unit Member's exercise of rights guaranteed under the Educational Employment Relations Act (EERA) and, as provided by the EERA, the College District will not engage in any retaliation or reprisal against a Unit Member based on the exercise of such rights.

5.1.8 Any field staff of CSEA who wishes to enter the college campus during hours in which students are present shall notify the office of the Assistant Superintendent/Vice President for Human Resources of their identity.

5.1.9 CSEA has the right to participate in the New Employee Orientation (Appendix E).

5.2 **Distribution of Contract** - Within thirty (30) days after the execution of this Contract, the College District shall print or duplicate and provide, without charge, a copy of this Agreement to every employee in the Bargaining Unit. Any employee who becomes a member of the Bargaining Unit after the execution of this Agreement shall be provided with a copy of this Agreement by the College District, without charge, at the time of employment. Each employee in the Bargaining Unit shall be provided by the College District, without charge, a copy of any written changes agreed to by the parties to this Agreement during the life of this Agreement.

5.3 **College District Rights**

5.3.1 It is understood and agreed that the College District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in, but not limited to, these duties and powers, are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the

methods and means of providing them; establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the numbers and kinds of personnel required; maintain the efficiency of College District operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work consistent with State statutes; and take action on any matter in the event of an emergency as defined in 5.3.3 below. In addition, the College District retains the right to hire, classify, transfer, assign, evaluate, promote, terminate, and discipline employees.

5.3.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the College District; the adoption of policies, rules, regulations and practices in furtherance thereof; and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with law.

5.3.3 An emergency shall be defined as an unforeseen set of circumstances that would constitute imminent danger to personnel and property, such as fire, flood, and other acts of God. The determination of whether or not an emergency exists is solely within the discretion of the Governing Board and is expressly excluded from the provision of Article XVI: Grievance Procedure.

ARTICLE VI: HOURS OF EMPLOYMENT

6.1 **Workweek** - The regular workweek shall not exceed forty (40) hours for five (5) consecutive days. The traditional workweek shall be Monday through Friday. The non-traditional workweek shall be five (5) consecutive days starting any day other than a Monday. A change of assignment from a traditional workweek shall be based upon the efficient operation of the College District and in accordance with the Agreement.

6.1.1 Change of work schedule is defined as the shift of a Bargaining Unit member's assigned starting and ending times of employment of more than one (1) hour. Increasing or decreasing the number of hours worked does not constitute a change of work schedule.

6.1.2 **Temporary Change of Work Schedule** - The College District may temporarily assign a Bargaining Unit Member to a work schedule not routinely worked by such employee.

Such assignments shall not exceed a period of twenty-five (25) consecutive working days in any work year. An employee of the Bargaining Unit shall not be required to accept such assignment unless notified in writing ten (10) working days prior to the effective date of the work schedule change. This notification requirement may be waived by mutual consent of employee and supervisor. The employee's immediate supervisor will consult with the employee regarding any problems affecting the implementation of this temporary assignment. An employee who is dissatisfied with their change in work schedule may submit the issue to the Employer/Employee Relations Committee (EERC).

Subject to operational needs, the College District and CSEA will establish and maintain a mutually agreed upon list of classifications that are excluded from the notification requirement in Article 6.1.2. Refer to Appendix G.

6.1.3 **Permanent Change of Work Schedule** - The College District may permanently change a Bargaining Unit employee's work schedule. An employee of the Bargaining Unit shall receive fifteen (15) working days notice prior to the effective date of a change in the employee's work schedule. An employee may voluntarily waive the fifteen (15) working days' notice and allow for an immediate permanent change to their work schedule.

An employee of the Bargaining Unit shall be temporarily exempt from such change if said employee is enrolled in a course in an institution of higher education, and the course hours conflict with the proposed hours of employment. The employee may be immediately assigned to the new work schedule upon completion of or withdrawal from the course in which they are enrolled at the time of the notification of the change in hours.

An employee who claims a bona fide hardship shall not be required to accept such change until the circumstances have been reviewed by the classified Employer/Employee Relations Committee (EERC), and a decision has been made. It requires the affirmative vote of four (4) members of the EERC Committee to provide the employee a temporary exemption from a permanent change in hours. The EERC Committee shall continue to monitor all exemptions and shall withdraw the exemptions at any time that the EERC Committee, by majority vote, agrees that the circumstances have changed, or that the employee has not made a reasonable effort to become available for a change

in hours. It shall be deemed that an employee has not made a reasonable effort to become available for a change in hours if the exemption has been in effect for a period of fifteen (15) working days from the date of the proposed change in hours. In such a case, the College District may immediately require the employee to work the newly-assigned hours. No further appeal can be made by the employee.

- 6.2 **Adjustment of Assigned Time** - Any employee in the Bargaining Unit who works a minimum of thirty (30) minutes per day in excess of their part-time assignment for a period of twenty (20) consecutive working days or more, shall have their basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis as specified in Education Code Section 88036.
- 6.3 **Increase in Hours** - When additional hours are assigned to a part-time position on a regular basis, the assignment shall be offered to an employee based upon job classification, job knowledge, performance, location, and the greatest Bargaining Unit seniority. Other factors being equal, the employee with the greatest Bargaining Unit seniority shall be offered the additional hours. If that employee declines the assignment, it shall be offered to the remaining qualified employees in the class in descending order of Bargaining Unit seniority until the assignment is made.
- 6.4 **Lunch Periods** - All employees who work in excess of four (4) hours per day shall be entitled to an uninterrupted lunch period without pay. The College District and the Association agree that the lunch period for Bargaining Unit Members shall be forty-five (45) minutes. However, upon the mutual agreement of the Unit Member and their immediate supervisor, the lunch period may be shortened to thirty (30) minutes or lengthened to sixty (60) minutes. Those Unit Members with a thirty (30) minute lunch period will report to work fifteen (15) minutes later than their assigned starting times. Those Unit Members with a sixty (60) minute lunch period will report to work fifteen (15) minutes earlier than their assigned starting times. The lunch period for full-time employees must start before the end of the fifth hour of the workday. An employee directed by their supervisor to work during their lunch period, and who is not provided an alternate lunch period, shall receive pay at the rate of time and one-half (1.5) for all time worked during the normal lunch period.
- 6.5 **Rest Periods**
- 6.5.1 All Bargaining Unit employees shall be granted rest periods which, insofar as practicable, shall be in the middle of each work period, at the rate of fifteen (15) minutes per four (4) hours worked or major fraction thereof. "Major fraction thereof" shall be defined as two (2) hours or more. Any disputes arising from the misinterpretation or misapplication of this section may be appealed to the EERC.
- 6.5.2 Rest periods shall not be used to reduce the length of the workday.
- 6.5.3 Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employees.
- 6.6 **Overtime** - Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one-half (1.5) the regular rate of pay of the employee for all work authorized by the appropriate supervisor. Overtime is defined to include any time worked in excess of eight (8) hours in any one day or in excess of forty (40) hours in any calendar week, whether such work is performed at the assigned work site or whether such hours are worked prior to the commencement of a regularly assigned starting

time or subsequent to the assigned quitting time. All overtime records shall be maintained in the Payroll Services Office. No overtime records shall be maintained separately or apart from those records, other than copies of the overtime request form and the hourly payroll timesheet, which may be maintained within the department. All overtime shall be recorded on the standard overtime forms provided by the College District. The employee shall receive a copy of the overtime request form upon completion of processing.

6.6.1 Overtime hours may be paid or taken as compensatory time off; this determination will be made via mutual agreement between employee and supervisor. If mutual agreement cannot be reached, the employee will be compensated with pay. Except in cases of emergency, the determination of the type of compensation shall be made prior to the commencement of overtime work.

6.6.2 Any employee having an average workday of four (4) hours or more during the workweek shall be compensated time and one-half (1.5) their regular rate of pay for any work performed on the sixth (6th) or seventh (7th) day.

6.6.3 Any employee having an average workday of less than four (4) hours during a workweek shall be compensated time and one-half (1.5) times their regular rate of pay for any work performed on the seventh (7th) day.

6.6.4 All hours worked on holidays designated by this Agreement shall be compensated at time and one-half (1.5) times the regular rate of pay. Special employees hired only to work on holidays and Saturdays and Sundays shall receive the hourly rate assigned to the position and shall not receive the holiday benefits set forth in this Agreement.

6.6.5 When a supervisor requires an employee to take work home, the supervisor and the employee shall, by prior agreement, determine the number of overtime hours to be granted to the employee.

6.7 **Split-Shift Differential Compensation** - All employees in the Bargaining Unit whose assigned shift contains one (1) or more periods of unpaid time whose total exceeds one (1) hour, excluding lunch periods, shall be paid a shift differential premium of two-and-one-half percent (2.5%) above the regular rate of pay for all hours worked.

6.8 **Shift Differential - Compensation**

6.8.1 All Bargaining Unit employees whose regularly assigned work shift (a regularly assigned shift is one that does not have a predetermined end date) requires them to work until 7:00 p.m. or later shall be paid a shift differential premium as follows:

2.5% differential if shift ends at 7:00 p.m. or later.

6.8.2 All Bargaining Unit employees whose regularly assigned work shift (a regularly assigned shift is one that does not have a predetermined end date) requires them to work after 10:45 p.m. shall be paid a shift differential premium as follows:

5% differential if shift ends after 10:45 p.m.

6.8.3 Bargaining Unit Members temporarily assigned to a work shift for three (3) days of a week for at least three (3) consecutive weeks, shall be paid a shift differential premium for the time worked as follows:

2.5% differential if shift ends at 7:00 p.m. or later

Or

5% differential if shift ends after 10:45 p.m.

- 6.9 **Compensatory Time Off** – Compensatory time shall be taken at a time mutually acceptable to the employee in the Bargaining Unit and the College District. Any compensatory time remaining on the books at the end of the fiscal year (June 30) shall be paid to the employee as a cash payment equivalent to the value of the unused compensatory time, on the next regular paycheck.
- 6.10 **Overtime - Distribution** - Overtime shall be distributed and rotated according to seniority among the employees in the Bargaining Unit within each department, work location, classification and consistent with the employee's job knowledge and responsibilities. If the qualified employee with the greatest Bargaining Unit seniority elects to refuse the overtime assignment, it shall be offered to employees in the Bargaining Unit in descending order of seniority until the assignment is made. Any dispute arising from this section may be appealed to the EERC.
- 6.11 **Minimum Call-In Time** - Any employee called into work on a day when the employee is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this Agreement.
- 6.12 **On-Call Time** - All on-call time shall be compensated at a rate of two (2) hours per eight (8) hour shift at the standard overtime rate of pay. Except in the case of emergency, employees shall receive 48 hours notice of the need to be on call. Any disputes arising out of this section may be appealed to the EERC.
- 6.13 **Call-Back Time** - Any employee called back to work after completion of an eight (8) hour assignment shall be compensated for at least two (2) hours of work at the overtime rate, irrespective of the actual time less than that required to do the work.
- 6.14 **Inconsistent Duties** – Effective July 1, 2023, employees in the Unit shall not be required by the College District to perform duties which do not reasonably relate to those fixed and prescribed in their current job description for any period of time which exceeds five (5) working days within a fifteen (15) calendar-day period.

The College District shall consult with the Unit regarding any assignments which exceed a sixty (60) calendar-day period.

- 6.14.1 Compensation for inconsistent duties shall be calculated as prescribed in Article 7.2.4.
- 6.14.2 Assignment of Duties – Assignment of inconsistent duties for which compensation is designated other than a temporary assignment of less than twenty (20) working days shall be made on the basis of seniority, expertise, and by department, among those employees within the appropriate classification and who have an overall evaluation rating of satisfactory or better.
- 6.14.3 Employees with an overall evaluation rating of satisfactory or better are eligible for inconsistent duties. Probationary employees are not eligible for inconsistent duties.
- 6.14.4 College Police Officers who serve as Field Training Officers (FTO) will receive additional compensation at a rate of five percent (5%) of regular daily salary for each day of FTO service.

- 6.15 **Out-of-Classification Assignment** - Effective July 1, 2023, an out-of-classification assignment refers to the temporary assignment of an employee to perform work that is typically performed by employees in a higher classified position.
- 6.15.1 Compensation for out-of-classification assignments shall be calculated as prescribed in Article 7.2.5.
 - 6.15.2 Out-of-classification assignments shall be of a temporary nature. Out-of-class shall be for assignments of five (5) days or greater in duration, in a higher classification and shall be effective the first day of such assignment. Unit members doing out-of-class assignments perform 100% of the higher classifications' duties.
 - 6.15.3 An employee who is assigned to a vacant position in a higher classification during a recruitment to permanently fill the vacancy, shall not work in that higher classification for more than 960 hours in a fiscal year.
 - 6.15.4 An employee who is assigned to all other out-of-class assignments shall not work in a higher classification for longer than 2 years unless mutually agreed to by the College District and CSEA.
 - 6.15.5 Assignment of Duties - Assignment of out-of-classification shall be made on an informal internal department and/or division selection process. Selection criteria shall consider seniority, expertise, and availability. If no employee meets those criteria, a campus wide informal internal selection process shall be conducted.
 - 6.15.6 Employees who have an overall evaluation rating of satisfactory or better are eligible for out-of-classification assignments. Probationary employees are not eligible for out of class duties.
 - 6.15.7 Return to Classification: The Superintendent/President (or designee) may elect to end an out-of-classification assignment at any time. Upon the expiration or termination of the out-of-classification assignment, the employee shall return to their permanent classified position and resume their regular duties and responsibilities.
- 6.16 **Rotated Work Assignments** - When the College District posts a position for recruitment within a classification in the same department, an employee with the greatest amount of hours in a paid status, not working a traditional workweek as described in Article 6.1, shall be offered rotation to the traditional workweek. The unit member has the option to accept or decline within five working days of the offer to rotate.
- 6.17 **Hours of Employment** - Upon initial employment and each change in classification, each affected employee in the Bargaining Unit shall receive a copy of the applicable job description, a specification of the monthly and hourly rates applicable to their position, a statement of the duties of the position, a statement of the employee's work site, regularly assigned work shifts, the hours per day, days per week, and months per year.
- 6.18 The probationary period for any Bargaining Unit Member shall be six (6) months, or 130 working days, whichever is longer. In the case of a promotion, the probationary period will be six (6) months or 130 working days, whichever is longer.
- 6.19 All actions required to be taken by the College District to implement the Fair Labor Standards Act (FLSA) shall not establish a past practice of the College District should it be determined in the future that the FLSA does not apply to the Southwestern Community College District.
- 6.20 When the College District maintains academic sessions at times other than during the regular academic year, it shall offer such assignments first to regular 9, 10, or 11-month employees in the Bargaining Unit. When it is necessary to assign Bargaining Unit Members not regularly so

assigned to serve between the end of one academic year and the commencement of another, such assignment shall be made based upon which classification of service is required and seniority within the classification. No Bargaining Unit Member whose regular yearly assignment for service excludes all, or any part of, the period between the end of services during such period. A Bargaining Unit Member shall, for services performed as herein provided, receive on a pro rata basis, not less than the compensation and benefits which are applicable to that classification during the regular academic year.

6.21 **Four-Day Workweek** - The Superintendent/President, Assistant Superintendent/Vice President of Human Resources, or designee, may establish a four-day, ten-hour workweek for Bargaining Unit employees, subject to operational needs. The dates shall be established by the College District after consultation with CSEA and shall be reviewed annually. The dates may be of different duration for different groups of employees. The College District reserves the right to determine the groups of employees for whom the four-day workweek shall apply.

6.21.1 **Workweek** - The regular workweek shall not exceed forty (40) hours for four (4) consecutive days. The traditional workweek shall be Monday through Thursday; the non-traditional workweek shall be four (4) consecutive days starting any day other than a Monday. The College District reserves the right to determine the four (4) consecutive workdays of any employee affected. The ten (10) hour workday shall be scheduled as follows:

6.21.1.1 The employee shall work the hours included in the regularly assigned eight (8) hour workday. The remaining two (2) hours shall be scheduled by the supervisor after consulting with the staff in an attempt to resolve individual scheduling problems. The employee may also choose to substitute vacation time or time off without pay for the hours in excess of eight (8) hours with supervisor's prior approval.

6.21.1.2 The option(s) provided herein shall be elected in writing by the employee and shall be submitted to the immediate supervisor prior to the close of the Spring Semester. Such options shall be elected by the employee for the entire period.

6.21.1.3 Nothing herein shall prevent the employee and the immediate supervisor from revising the elected option(s) provided that the revision is mutually acceptable to both the employee and the immediate supervisor.

6.21.2 **Overtime** - Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one-half (1.5) times the employee's regular rate of pay for all work authorized by the appropriate supervisor. Overtime is defined to include any time worked in excess of ten (10) hours in any one (1) day, or in excess of forty (40) hours in any calendar week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time.

6.21.3 **Rest Periods** - For each ten (10) hour work shift, a Bargaining Unit Member shall be entitled to two (2) twenty (20) minute paid rest periods.

6.21.4 **Hours of Employment** - The workday for a ten (10) hour work shift shall be 7:00 a.m. to 5:45 p.m., unless otherwise approved by the employee's immediate supervisor and the cognizant Vice President.

- 6.21.5 **Holidays** - Each Bargaining Unit Member shall be accountable for a thirty (30) hour workweek during any week that includes a holiday as defined in this Agreement while the College District is operating on a four-day, ten-hour workweek.
- 6.21.6 **Lunch Hour** - The lunch period shall extend for a forty-five (45) minute period of time, unless otherwise approved by the employee's immediate supervisor in accordance with the current Agreement between the College District and CSEA.

ARTICLE VII: PAY AND ALLOWANCES

7.1 Definitions

- 7.1.1 Base pay refers to the position's allocated range and the employee's current step placement. The range and step are published on the CSEA salary schedule.
- 7.1.2 Incentive pay refers to educational incentives and longevity. The calculation order of incentive pay is as follows:
 - 7.1.2.1 Educational incentive pay is applied to an employee's base pay.
 - 7.1.2.2 Longevity pay is applied to the sum of the employee's base pay plus any educational incentives and shift differential. Longevity pay is adjusted upward or downward with changes to an employee's base pay, and/or, educational incentive pay, and/or shift differential.
- 7.1.3 Other compensation refers to shift differential pay, out of classification pay, or inconsistent duties pay.
 - 7.1.3.1 Shift differentials are applied to the sum of the employee's base pay plus educational incentive pursuant to Article 6.8.
 - 7.1.3.2 Inconsistent duty is applied pursuant to Article 7.2.4.
 - 7.1.3.3 Out-of-classification pay is applied pursuant to Article 7.2.5.

7.2 Salaries

- 7.2.1 Effective July 1, 2010, should the College District receive a cost of living adjustment (COLA) applied to the general fund revenue limit income as determined by the State Annual Budget Act, the College District and CSEA shall enter into negotiations.

2022-23 on-schedule salary increase of 7% retroactive to July 1, 2022.
- 7.2.2 Effective July 1, 2014, all employees who have been employed fifteen (15) years shall receive a longevity increase of 3.5% added to their base pay. Employees who have been employed for twenty (20) years shall receive an additional longevity increase of 3.5% (for a total of 7%) added to their base pay. Employees who have been employed for twenty-five (25) years shall receive an additional longevity increase of 3.5% (for a total of 10.5%) added to their base pay. Effective July 1, 2019, employees who have been employed thirty (30) years shall receive a longevity increase of 3.5% (for a total of 14%) added to their base pay. The aforementioned longevity salary increases will be effective the first of the month following completion of the 15th, 20th, 25th and 30th year of service.
- 7.2.3 **Initial Salary Placement** - Persons hired into positions under this collective bargaining agreement will normally be placed in Step 1 of the appropriate salary range or their classification. The Assistant Superintendent/Vice President for Human Resources (or designee) may authorize placement at Step 2 or 3 of the appropriate range based on a new employee's work experience, and education beyond the minimum qualifications, current salary, and other such relevant factors.
 - 7.2.3.1 **Promotional Salary Placement** – Effective July 1, 2023,

employees hired into promotional (higher salary range) positions under this collective bargaining agreement, shall be placed at a step of the new range which reflects a minimum ten percent (10%) increase in the employee's base salary. If the salary placement does not amount to ten percent (10%) increase, the employee will be placed at the maximum step of the new salary range.

7.2.4 Effective July 1, 2023, compensation for inconsistent duties shall be calculated ten (10%) in the employee's base pay for the entire period the employee is performing inconsistent duties.

7.2.5 Effective July 1, 2023, compensation for out-of-class shall be paid at the step of the higher classification which is at least ten (10%) greater than the bargaining unit members base pay. If no step of the higher classification results in at least a ten (10%) increase the bargaining unit member shall receive the difference between the highest step in the higher classification and the ten (10%) increase for the period that they work out-of-classification.

7.2.6 If any other represented Bargaining Unit receives a greater percentage compensation increase or greater dollar health and welfare benefit increase, the CSEA Bargaining Unit will receive the same increase.

7.2.7 Effective July 1, 2023, compensation for those employees who are reclassified pursuant to the College Districts reclassification and classification process shall be calculated at the nearest salary range step which reflects a minimum increase of ten (10%) in the employees present base pay.

7.2.8 **Linguistic Stipend** - Bargaining Unit employees who are employed in a position that the College District has designated that specialized linguistic skills are required as a condition of employment shall receive additional compensation of fifty dollars (\$50.00) per month for each month of service in that position. This shall apply to the incumbent of all positions for which the College District designated that these skills are required. The College District shall reserve the right to determine those positions for which specialized linguistic skills are required. No employee shall be required to perform specialized linguistic skills except those who occupy designated positions which require specialized linguistic skills.

7.3 **Frequency - Once Monthly** - All employees in the Bargaining Unit shall be paid once per month in accordance with a schedule established by the College District.

7.4 **Payroll Adjustment** - In accordance with Education Code Section 88166, whenever it is determined an error has been made in the calculation or reporting in any Bargaining Unit employee's payroll or in the payment of any classified employee's salary the College District shall, within five (5) workdays following such determination, provide the Bargaining Unit Member with a statement of the correction and a supplemental check, if applicable. The error determination process will include calculation of the over or underpayment and will conclude once consensus has been reached between CSEA and the College District on the calculation of the error.

There is a three (3)-year statute of limitation for the College District to be reimbursed for compensation errors which result in the overpayment to an employee. The College District shall notify CSEA to negotiate the terms of repayment. The College District and CSEA shall meet to develop a procedure. There is a four (4) year statute of limitation for compensation

errors which result in the underpayment of an employee.

- 7.5 **Mileage** - An employee in the Bargaining Unit with written authorization to use their vehicle on College District business shall be reimbursed at the currently approved Internal Revenue Code rate.
- 7.6 **Meals** - Any employee in the Bargaining Unit who, as a result of a work assignment, must have meals away from the College District, shall be reimbursed in accordance with Board Policy and Administrative Procedure 7400 "Travel."
- 7.7 **Lodging** - An employee in the Bargaining Unit, who, as a result of a work assignment, must be lodged away from home overnight, shall be reimbursed by the College District for the full cost of such lodging in accordance with Board Policy and Administrative Procedure 7400 "Travel."
- 7.8 **Reimbursement** - Employees entitled to reimbursement for miles, meals and lodging shall have the approved amount payable in a separate warrant drawn against the College District funds within twenty (20) working days from the approval by the Governing Board or of submission of the claims by the employee, whichever comes first.
- 7.9 **Posting of Notice** - Posting of all Bargaining Unit open positions shall be listed on the Human Resources website; detailed job announcements may be obtained from the Human Resources Office.
- 7.10 **Notice Contents** - The job vacancy notice shall include: the job title; the assigned job site; the number of hours per week and months per year assigned to the position; the salary range; and the deadline for filing to fill the vacancy.
- 7.11 In accordance with provisions of Education Code 88003, the College District has the right to employ substitute and short-term employees, employed and paid for less than seventy-five percent (75%) of a college year. These employees shall not be part of the Classified service.

"Substitute employee" means any person employed to replace any Classified employee who is temporarily absent from duty. In addition, if the College District is engaged in a procedure to hire a permanent employee to fill a vacancy in that Classified position, the Governing Board may fill the vacancy through the employment for not more than sixty (60) calendar days of one or more substitute employees. In the event that a vacancy is not filled within sixty (60) calendar days, the College District and the Association may agree to continue to fill the vacancy with one (1) or more substitute employees without the substitute employee(s) becoming part of the Classified service. The College District may request an extension of the sixty-day (60) limit to one hundred twenty (120) days on a case-by-case basis.

"Short-term employee" means any person who is employed to perform a service for the College District, upon the completion of which the service required or similar services will not be extended or needed on a continuing basis.

"Seventy-five percent (75%) of a college year" means one-hundred ninety five (195) working days, including holidays, sick leave, vacation, and other leaves of absences irrespective of the number of hours worked per day.

Employment of either full-time or part-time students in any college work study or in a work experience education program shall not result in the displacement of Classified personnel. Additionally, no contracting out of work performed by Bargaining Unit employees shall result in the layoff of existing Classified personnel.

The College District and CSEA shall review the number of substitute and short-term employees

by June 30 of each college year.

- 7.12 **Filing** - An employee in the Bargaining Unit may file for the vacancy by notifying the Human Resources Office within the filing period.
- 7.13 The College District shall not act in an arbitrary and capricious manner in filling Bargaining Unit positions that are considered to be a promotion. The College District and the Association agree that when a Bargaining Unit position is vacant and the College District wishes to change the hours, months of service or classification of the vacant position, it shall first consult with the Association. If, through the consultation process, the College District and the Association fail to agree upon the proposed changes, the following procedure shall be implemented:
- 7.13.1 A proposed change shall be submitted to a bilateral committee composed of three (3) members appointed by the College District and three (3) members appointed by the Association.
 - 7.13.2 The committee's chairmanship shall be rotated between CSEA and College District members on an alternating schedule.
 - 7.13.3 The committee shall be empowered to review the proposed change, and by a majority vote of the entire membership of the committee, shall reach a decision regarding any implementation.
 - 7.13.4 The committee shall be required to render its decision within fifteen (15) calendar days from date of the first consultation meeting between the College District and the Association. There must be contained within the fifteen (15) day period a minimum of five (5) scheduled working days.
 - 7.13.5 The College District shall have the responsibility for convening the committee. The agenda, limited to one (1) item, shall be prepared by CSEA. The meeting shall be held on the College campus during regular working hours, or at a time agreed to by all committee members.
 - 7.13.6 The decision of the committee shall be binding upon both parties and not grievable under the grievance provisions of this Agreement.
 - 7.13.7 If the committee fails to reach a majority opinion, the College District and Association agree to alternately have the right to break the tie regarding the subject under consideration. The Association shall have the first right to exercise the option.
 - 7.13.8 This provision does not restrict the College District's right to eliminate existing positions or create new positions, nor the Association's right to negotiate the effects of such actions.
- 7.14 **Seniority** – Seniority shall be based upon the initial hire date in a bargaining unit classification. When two or more-Unit Members are in the same classification with the same date of hire, the Unit Member with more time in the College District shall be considered more senior.
- 7.15 Effective July 1, 2023, the College District agrees to participate in the California Summer Saver Program (Assembly Bill 1691) through April 30, 2024.

ARTICLE VIII: EMPLOYEE EXPENSES AND MATERIALS

- 8.1 **Non-Owned Automobile Insurance** - The College District agrees to provide the secondary personal injury property damage insurance to protect employees in the event that employees are required to use their personal vehicles on employer business. The employees shall have the right of refusal unless otherwise specified in writing at the time of employment.
- 8.2 **Physical Examinations** - The College District agrees to provide the full cost of any medical examination required as a condition of continued employment.
- 8.3 **Property Damage** - The College District shall reimburse an employee up to one-hundred dollars (\$100.00) for each incident which exceeds ten dollars (\$10.00) for any stolen, damaged, or destroyed personal property of the employee while on duty, on College District property, or on a College District-approved activity provided there was no negligence by the employee. Property damage claims for items that have been previously reimbursed shall be referred to the EERC for approval.
- 8.3.1 For the intent of this section, "personal property" is defined as eyeglasses, hearing aids, dentures, watches or articles of clothing.
- 8.3.2 Vehicle damage shall be covered if the following conditions are met: (1) the employee was authorized to use their vehicle in a College District-approved activity, (2) there was no negligence by the employee.
- 8.3.3 In the event an employee is reimbursed pursuant to this section, the College District shall have the right of recovery to the extent of such payment from the party committing the theft or damage to property.
- 8.3.4 An employee filing a claim pursuant to this section shall file said claim on the College District-prepared claim form no later than three (3) working days following the damage or loss of the property in question. The College District retains the right to inspect all damaged property and to require full disclosure of witnesses, prior conditions, and full description and/or serial numbers of damaged or stolen property. A police report of the incident may be required prior to consideration by the College District.
- 8.4 Employees in the classifications of Lead Campus Police Officer and Campus Police Officer may be required by the College District to wear College District-provided uniforms while on duty. If the employee is required to wear a uniform, the College District shall provide the employee with five (5) shirts, five (5) pairs of trousers, an appropriate jacket, and cap (optional). The College District shall be responsible for the dry cleaning of one uniform per officer per day. The College District will contract with a local dry cleaning vendor designated by the College District. Police Officers shall be responsible for dropping off and picking up their uniforms. The College District shall replace uniforms as needed, at no cost to the employee.

ARTICLE IX: HEALTH AND WELFARE BENEFITS

- 9.1 Effective January 1, 2002, the College District shall contribute annually the amount of five thousand two hundred dollars (\$5,200) to the health and welfare benefits for full-time Bargaining Unit Members who waive health and welfare benefit coverage and who take, as salary, the College District's level of contribution toward these benefits. These contributions shall cease with respect to any employee hired after January 1, 2002. All currently employed Bargaining Unit Members shall be "grandfathered in" to the current health and welfare benefits program with the continued ability to opt-out of health and welfare benefit coverage. Any Bargaining Unit Member hired or terminated during the year shall have their health and welfare benefits prorated in accordance with the months of service provided to that position.

Effective, January 1, 2023, the College District will guarantee full-time Unit members participating in the College District-wide Health and Welfare program, an ongoing health & welfare contribution in an amount such that the premium for employee-only for Kaiser Permanente or UHC Harmony is fully covered by the College District, and that the premiums for employee +1 and family plans for Kaiser Permanente are at least 90% covered by the College District. Those bargaining Unit members who choose other health plan offerings will pay the difference between the above-mentioned amount for Kaiser Permanente and the actual cost, except that employee-only bargaining Unit members who select United Health Care Network One (UHC-N1) will receive an amount equal to the UHC-N1 employee-only premium, less \$50 per month. All other employee-only coverages will receive the same district contribution as that for UHC-N1. The College District will fully pay the cost of mandatory life insurance and mandatory dental insurance for Unit Members who participate in the College District-wide Health and Welfare program.

- 9.2 Effective January 1, 2024, Part-time Bargaining Unit employees shall be entitled to the same health and welfare benefits as full-time employees. Employee must meet the individual insurance carrier's eligibility requirements.
- 9.3 The Health & Welfare Benefits Committee, which includes CSEA appointees, shall make recommendations for changes to the health and welfare plan and/or vendors to the common table for bargaining.
- 9.4 Health and welfare benefits shall be selected on the Health and Welfare Selection form.
- 9.5 **Service Retirement Medical Coverage** - The College District shall continue to provide medical insurance coverage for all Bargaining Unit employees who retire prior to the age of sixty-five (65), until they are eligible for Medicare, and who meet the following requirements:
- 9.5.1 Effective January 1, 1999, the minimum years of satisfactory service shall be fifteen (15) years and the Bargaining Unit employee shall have reached the age of fifty (50) in the year of application.
- 9.5.2 The employee must be enrolled in a College District health provider program at time of retirement for the minimum period of one (1) year. The Human Resources Office shall verify that the requirements have been met and notify the Superintendent/President of the employee's eligibility.

- 9.5.3 Medical support shall be for the retiring employee only, and shall not exceed the College District maximum health and welfare benefits support program. The retiree and their eligible dependents may elect to participate in the College District's dental plan at the employee's own expense. Employees may participate in the plan until the employee becomes eligible for Medicare. Subject to carrier contract specifications and limitations, the retiree and their eligible dependent(s) may participate in applicable portions of the College District's Health and Welfare Benefits Plan at the employee's own expense.
- 9.5.4 If a Bargaining Unit Member qualifying under 9.5.1. and 9.5.2. moves out of the service area of College District health providers, the retired Unit Member shall be reimbursed, until the retiree qualifies for Medicare or its successor, up to the current average College District cost for active members, limited to verified medical coverage costs paid by the member.
- 9.5.5 The College District shall provide for each full-time Bargaining Unit Member beginning at the time of Medicare eligibility who qualifies for the continuation of medical insurance coverage under subsection 9.5 of this Agreement, and who retires during the period of time covered by this Agreement, an amount of one thousand dollars (\$1,000) a year towards reimbursement of any major medical coverage, including Medicare, for the covered retiree only.
- 9.5.6 At the Bargaining Unit Member's election, the benefits provided under subsection 9.5.5 may be substituted for the benefits provided under subsection 9.5.3. and 9.5.4. (This election is irrevocable. Once the Unit Member drops College District medical coverage, it may not be reinstated).
- 9.6 **Family Leave Coverage** - Eligible Bargaining Unit Members who receive Family Leave pursuant to Section 12.12 shall receive health and welfare benefits for the duration of the leave in accordance with the Family and Medical Leave Act. In the event the Bargaining Unit Member fails to return from their Family Leave at the expiration of the leave, they shall reimburse the College District for all premiums paid by the College District during the leave.
- 9.7 **Mandatory Life Insurance** - Effective July 1, 2024, CSEA bargaining Unit Member's mandatory life insurance will increase from \$50,000 to \$75,000, equitable to other bargaining units. If any other bargaining unit receives a higher increase in life insurance, CSEA bargaining units members will receive the same. It is understood that the taxable portion of this benefit shall be in line with IRS regulations.
- 9.8 **Access to the College Fitness Center** - All Unit Members shall have free and full access to the Southwestern College Fitness Center including (but not limited to) all weight equipment, cardio equipment, and swimming pools. To qualify for this optional membership, the Unit Member must apply. It is understood that this is a taxable benefit.
- 9.9 **Lactation Rights pursuant to (FLSA 7), (LAB§1030), (LAB§1031):**
- 9.9.1 The College District shall comply with all applicable laws pertaining to lactation rights, including, but not limited to FLSA 7, CA. Labor Code §1030-1031.

ARTICLE X: HOLIDAYS

- 10.1 **Scheduled Holidays** - The College District agrees to provide all employees in the Bargaining Unit with the following paid holidays:
- 10.1.1 New Year's Day
 - 10.1.2 Martin Luther King, Jr. Day
 - 10.1.3 Lincoln Day
 - 10.1.4 Washington Day
 - 10.1.5 Friday of the week of Spring Break
 - 10.1.6 Memorial Day
 - 10.1.7 Juneteenth
 - 10.1.8 Independence Day
 - 10.1.9 Labor Day
 - 10.1.10 A floating holiday (In lieu of California Admissions Day – September 9) – Employees hired after September 9 shall not receive a floating holiday under this Section for that fiscal year. Each July 1, employees are credited a non-cumulative holiday of 8.0 hours, or the properly prorated equivalent based on FTE, to be used on or before June 30 each year.
 - 10.1.10.1 Twelve (12) month employees shall be granted a floating holiday on a day which is mutually agreeable to the employee and their immediate supervisor.
 - 10.1.10.2 Nine, ten and eleven (9, 10, 11) month employees - the date of the floating holiday shall be designated by the District unless modified by mutual agreement between the employee and their immediate supervisor.
 - 10.1.11 Veterans Day
 - 10.1.12 Thanksgiving Day, and the following Friday
 - 10.1.13 Christmas Day
 - 10.1.14 Two (2) additional days during the Winter Break to be identified in the college calendar.
 - 10.1.15 Cesar Chavez Day
- 10.2 **Additional Holidays** - Special holidays as declared by the President and/or Governor shall be granted in accordance with Education Code Section 79020, sub-sections (c) (d), or its successor.
- 10.3 **Holidays on Saturday or Sunday** - When a holiday falls on a Saturday, the preceding

workday not a holiday shall be deemed to be that holiday. When a holiday falls on Sunday, the following workday not a holiday shall be deemed to be that holiday.

10.4 **Holiday Eligibility** - Except as otherwise provided in this article, the employee must be in “paid” status on the working day immediately preceding or succeeding the holiday to be paid for the holiday, in accordance with Education Code Section 88203, or its successor.

10.4.1 Employees in the Bargaining Unit who are not normally assigned to duty during the College District holidays of New Year's Day, Christmas Day, and the two (2) additional holidays during the Winter Break, and the Friday of the week of Spring Break shall be paid for those holidays provided they were in a “paid” status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

ARTICLE XI: VACATION PLAN

11.1 **Eligibility** - All employees in the Bargaining Unit shall earn paid vacation time under this Article. Vacation benefits are earned on a monthly basis.

11.2 **Accumulation** - Vacation time shall be accumulated on a monthly basis in accordance with the following schedules and shall be prorated based on FTE:

11.2.1 **Twelve-Month Employees**

Years of Service	Days/Year	Hours/Year	Hours/Month
First five years (.01-4.99)	12	96	8.00
Six years through ten years (5.0-9.99)	16	128	10.67
Eleven years through fifteen years (10.0-14.99)	19	152	12.67
Sixteen years and above (15.0+)	20	160	13.33

11.2.2 **Eleven-Month Employees**

Years of Service	Days/Year	Hours/Year	Hours/Month
First five years (.01-4.99)	11	88	8.00
Six years through ten years (5.0-9.99)	15	120	10.91
Eleven years through fifteen years (10.0-14.99)	18	144	13.09
Sixteen years and above (15.0+)	19	152	13.82

11.2.3 **Ten-Month Employees**

Years of Service	Days/Year	Hours/Year	Hours/Month
First five years (.01-4.99)	10	80	8.0
Six years through ten years (5.0-9.99)	14	112	11.20
Eleven years through fifteen years (10.0-14.99)	17	136	13.60
Sixteen years and above (15.0+)	18	144	14.40

11.2.4 **Nine-Month Employees**

Years of Service	Days/Year	Hours/Year	Hours/Month
First five years (.01-4.99)	9	72	8.0
Six years through ten years (5.0-9.99)	13	104	11.56
Eleven years through fifteen years (10.0-14.99)	16	128	14.22
Sixteen years and above (15.0+)	17	136	15.11

11.3 **Vacation Pay** - Pay for vacation days for all Bargaining Unit employees, shall be the same as that which the employee would have received had they been in working status.

11.4 **Vacation Pay Upon Termination** - Upon termination from the College District, the employee shall be entitled to compensation for all earned and unused vacation, except employees who have not completed six (6) months of employment in the Bargaining Unit shall not be entitled to such compensation.

11.5 **Vacation Postponement**

11.5.1 A Bargaining Unit employee may postpone or interrupt their vacation in case of personal illness or injury, and shall be placed on sick leave. The employee may elect to have their vacation rescheduled. Any employee requesting a postponement or interruption of their vacation shall provide the College District with a written statement by a licensed physician after a one (1) day leave of absence.

11.5.2 If, for any reason, a Bargaining Unit employee is not permitted to take all or any part of their annual vacation, they shall suffer no loss of accumulated days.

11.6 **Vacation Carry-Over** - Employees anticipated to have more than forty (40) days of accumulated vacation at the end of the fiscal year will be required by their administrative supervisor to reduce the balance to forty (40) days or less of accumulated vacation by June 30th of the current fiscal year. Such employees must meet with their supervisor to develop a vacation plan to reduce their vacation balance by the end of the fiscal year so as not to exceed 40 days on June 30. The approved vacation plan must be entered into the College District's time management system. Any disputes arising out of this section may be brought to the Employer/Employee Relations Committee (EERC).

11.6.1 **Vacation Buyout** – Effective June 30, 2020, any classified Bargaining Unit Member with an excess of 40 days (320 hours) of carry-over vacation leave will be paid out for those hours exceeding 320 hours of carry-over leave. The payout will be made on the July paycheck, or by alternate arrangement.

11.7 **Holidays** - When a holiday as agreed upon in Section 10.1 falls during the scheduled vacation of the Bargaining Unit employee, the holiday shall not be counted as a vacation day.

11.8 **Vacation Schedule**

11.8.1 Bargaining Unit employees who request a planned vacation shall do so by submitting a Vacation Request to the employee's supervisor for approval a minimum of one (1) week prior to the first day of the requested vacation. The immediate supervisor or designee shall respond to the vacation leave request with attention to time-sensitive issues. Vacation request approvals shall not be unreasonably delayed by the approving administrator. Twelve (12) month Bargaining Unit Employees may request vacation after six (6) months of employment. Normally, the maximum amount that will be allowed at any one time is twenty (20) working days.

11.8.2 Vacations for twelve (12) month Bargaining Unit employees shall be scheduled at time requested, so far as possible, within the College District's work requirements.

11.8.3 Regular vacation time for nine (9), ten (10), and eleven (11) month employees shall be determined by the college calendar, or by mutual agreement between the employee and their immediate supervisor. Additional vacation days granted for longevity shall be scheduled in accordance with section 11.8.2. All earned vacation for nine (9), ten (10), and eleven (11) month employees shall be taken within the fiscal year in which it was earned.

11.9 **Priority Considerations**

11.9.1 Priority consideration shall be provided to any Bargaining Unit employee who has filed a vacation request six (6) months prior to the desired vacation dates.

11.9.2 When two (2) or more Bargaining Unit employees request the same vacation period and the supervisor has determined that all requested vacations may not be granted, the following procedure shall be implemented:

11.9.2.1 The immediate supervisor shall notify the affected employees of the conflict and the employees shall attempt to resolve the conflict.

11.9.2.2 If the employees cannot resolve the conflict, the immediate supervisor shall grant the vacation to the employee with the most Bargaining Unit seniority.

11.9.2.3 Once an employee has been granted priority consideration, they shall not again be granted priority consideration until all members of the department have exercised their option to be granted priority consideration.

11.10 **Special Vacation** - During the week preceding Easter, special vacation shall be granted to all Bargaining Unit employees in accordance with the following provisions:

11.10.1 The College District shall provide all twelve (12) month Bargaining Unit employees with two (2) days of non-accumulative vacation to be used during the Spring Break week.

11.10.1.1 All nine (9), ten (10), and eleven (11) month employees not on duty during this period of time shall receive prorated days of non-accumulative vacation time to be taken at a time mutually agreed upon by the employee and their immediate supervisor.

11.10.2 In conjunction with the two (2) days of special vacation, each employee shall take two (2) days of their accumulated vacation or compensatory time, or shall take time off without pay if they have no other accrued paid leave available, during the same week. The type of leave used shall be designated by the employee.

11.10.3 The College District reserves the right to require a Bargaining Unit employee to work during this week. If a Bargaining Unit Member is required to work, they shall be granted the two (2) days of special vacation at a time during the year which is mutually agreed upon between the employee and their supervisor.

11.11 The College District reserves the right to establish an annual calendar which provides for the closing of the campus during a winter vacation period which includes the holidays of Christmas and New Year's. Except in the case of an emergency, the College District reserves the right to require a Bargaining Unit Member to work a maximum of three (3) days during the time of the established Winter Break. Prior to assigning a Bargaining Unit Member to work during the Winter Break, the supervisor shall request work volunteers from qualified Bargaining Unit Members who possess the requisite skills and job classifications.

11.12 The College District shall provide all twelve (12) month Bargaining Unit Members with two (2) days of non-cumulative, special winter break vacation to be used only during the established

winter break period.

All nine (9), ten (10), and eleven (11) month employees not on duty during this period of time shall receive prorated days of the special non-cumulative Winter Break vacation.

11.12.1 Effective with the 2013-14 academic year, the College District shall establish a Winter Break period which shall consist of at least ten (10) weekdays, including regularly mandated holidays.

ARTICLE XII: LEAVES

- 12.1 **Bereavement Leave** - Employees shall be granted five (5) days leave with pay in the event of the death of a close friend or any member of the employee's immediate family. The immediate family is defined as spouse, parent(s), step parent(s), sister, brother, step brother, step sister, son, daughter, step children, mother-in-law, father-in-law, grandfather, grandmother, great-grandparents, great-grandchildren, son-in-law, daughter-in-law, grandchild, brother-in-law, sister-in-law, domestic partner, a person for whom the employee has been designated as legal guardian, or any relative of either spouse living in the immediate household of the employee.
- 12.2 **Jury Duty** - An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty. Any day during which any employee in the Bargaining Unit whose regular assigned shift commences at 4:00 p.m. or after, and who is required to serve, six (6) or more hours on jury duty shall be relieved from work with pay. As soon as possible or at least one week prior to jury service, the employee shall submit a copy of the summons to the supervisor. Upon completion of jury duty, the employee shall provide the College District Human Resources Office with an official verification of the dates and times of jury duty. Employees should report to work unless instructed to report for jury service. The employee shall submit compensation received for time served to Fiscal Services. If time and mileage are included in one check, Fiscal Services will give the employee a check for mileage. Any employee whose regular assigned duty is a non-traditional workweek, and is required to perform jury duty during that workweek, shall have their workweek adjusted so that the employee does not work or serve on jury duty more than five (5) combined days during that workweek. The specific workweek shall be mutually agreed upon by the employee and the supervisor.
- 12.3 **Military Leave** - An employee shall be entitled to military leave in accordance with the laws of the State of California.
- 12.4 **Sick Leave**
- 12.4.1 **Leave of Absence for Illness or Injury** - Sick leave means the absence from duty of a Bargaining Unit employee because of their illness, injury, or exposure to a contagious disease. Disability relating to pregnancy while a Bargaining Unit employee is in paid status at the time of the disability shall be considered sick leave.
- 12.4.2 Each Bargaining Unit employee shall be credited with one (1) day of sick leave per each month of employment prorated for less than full-time, or less than twelve (12) month contract service.
- Except in cases of extraordinary circumstances, all absences due to illness or injury shall be reported by calling the immediate supervisor each day prior to the employee's scheduled start time, unless medical verification is provided to the Human Resources Office stating the absence period.
- After five (5) consecutive days of absence, the College District will require illness verification in the form of a licensed physician's statement authorizing the absence from duty.

- 12.4.3 An employee employed less than five (5) days per week shall be entitled, for fiscal year of service, to that proportion of twelve (12) days leave of absence for illness or injury as the number of days they are employed per week bears to five (5). When such persons are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury for which they are entitled.
- 12.4.4 Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day of illness.
- 12.4.5 At the beginning of each fiscal year, the full amount of sick leave granted under this section shall be credited to each employee. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new employee of the College District shall not be eligible to take more than six (6) days of the proportionate amount to which they are entitled until the first day of the calendar month after completion of six (6) months of active service with the College District.
- 12.4.6 Any Bargaining Unit employee who terminates before the end of the fiscal year and has used unearned sick leave shall have the appropriate amount deducted from their paycheck for the number of unearned days used. Although the entire allowance for sick leave is allotted at the beginning of the fiscal year, it shall be construed as having been earned on the basis of one (1) day for each month served.
- 12.4.7 If an employee does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year.
- 12.4.8 Any eligible employee may convert unused sick leave to retirement credit in accordance with Government Code Section 20862.5, or its successor, if the employee is filing a request for retirement. The College District shall be held harmless.
- 12.4.9 **Transfer of Sick Leave** - Any Classified employee of any California school district who has been an employee of that district for a period of one (1) calendar year or more, and who terminates such employment for the sole purpose of accepting a position with the Southwestern Community College District within one (1) year of termination of their former employment, shall have transferred their total amount of earned sick leave for illness or injury to which they are entitled.
- 12.5 **Industrial Accident and Illness Leave** - In addition to any other benefits that an employee may be entitled to under the Worker's Compensation laws of the State, employees shall be entitled to the following benefits:
- 12.5.1 An employee suffering an injury or illness arising directly out of and in the course and scope of their employment shall be entitled to a leave of up to sixty (60) working days in any one (1) fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.
- 12.5.2 Payment for wages lost on any day shall not, when added to an award granted the employee under the Worker's Compensation laws of this state, exceed the normal wage for the day.

- 12.5.3 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If, however, an employee is still receiving temporary disability payments under the Worker's Compensation laws of this state at the time of the exhaustion of benefits under this section, they shall be entitled to use only so much of their accumulated and available normal sick leave and vacation leave, which, when added to the Worker's Compensation award, provides for a day's pay at the regular rate of pay.
- 12.5.4 Any time an employee on industrial accident or illness leave is able to return to work, they shall be reinstated in their position.
- 12.5.5 The College District has the right to have the employee examined by a physician designated by the College District to assist in determining the length of time during which the employee will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.
- 12.5.6 All medical examinations required by the College District shall be at no cost to the employee.
- 12.5.7 All employees shall be provided a Notice of Election to be treated by personal physician form. New employees shall receive this form upon employment, as well as information regarding the College District's policies on sexual harassment and discrimination laws.

12.6 **Entitlement to Supplemental Sick Leave**

- 12.6.1 Any employee shall be eligible for five (5) months, defined as one hundred (100) workdays of supplemental sick leave after the exhaustion of their full-time accumulated sick leave.
 - 12.6.1.1 Benefits provided during the one hundred (100) workdays will be at fifty percent (50%) of regular salary.
 - 12.6.1.2 Even if an employee supplements sick leave with other accrued leave balances, the employee is only eligible for one hundred (100) workdays of supplemental sick leave per fiscal year.
 - 12.6.1.3 The one hundred (100) workdays are credited on a fiscal year basis and are not cumulative from year to year.

12.7 **Break in Service**

- 12.7.1 No absence under any leave in which the employee is in paid status shall be considered as a break in service for the employee. All benefits accruing under the provisions of this Agreement shall continue to accrue under such absence.

12.8 **Personal Necessity Leave** – Nine (9) days of absence earned for sick leave under section 12.4 of this Article may be used by the employee, at their election, in cases of personal necessity, on the following:

- 12.8.1 The death or serious illness of a member of the employee's immediate family when bereavement leave is exhausted or does not apply.
- 12.8.2 As a result of an accident involving the employee's personal property or the personal property of their immediate family.
- 12.8.3 Personal matters that cannot be taken care of outside the Bargaining Unit member's working hours.
- 12.8.4 When resulting from an appearance in any court or before any administrative tribunal as a litigant party or witness, under subpoena or any order made with jurisdiction.
- 12.8.5 Other personal necessities which are allowed at the discretion of the Superintendent/President or designee, provided that under no circumstances shall leave be available for purposes of personal convenience or for the extension of a holiday or a vacation period, for matters which can be taken care of outside the work hours, or for recreational activities.
- 12.8.6 Before the utilization of personal necessity leave, an employee must make every effort to obtain prior written approval from the immediate supervisor. The employee shall make every effort to comply with College District procedures for notification in case of an absence.
- 12.8.7 Under all circumstances, an employee shall indicate in writing, by submitting a Request for Personal Necessity form, that the personal necessity leave was used only for the purposes set forth in 12.8 above.
- 12.8.8 No immediate supervisor shall coerce, intimidate or discriminate against an employee for utilizing their earned paid leave as provided for in this Agreement.

12.9 **Personal Business Leave**

- 12.9.1 Each employee shall be entitled to one (1) non-cumulative day of paid leave annually for the purpose of conducting personal business. Such leave may be taken at the employee's discretion and with the immediate supervisor's approval. Forty- eight (48) hours prior written notice to their immediate supervisor is required.
- 12.9.2 The College District retains the right to limit the number of employees granted personal business leave on any one day to two percent (2%) of the total number of Bargaining Unit employees. If more than two percent (2%) of the employees request personal business leave on the same day, the College District, in consultation with the employee and the CSEA Chapter President, shall designate the employees to be granted personal business leave.
- 12.9.3 Personal business leave shall be taken in increments of no less than two (2) hours.

12.10 **Personal Leave**

- 12.10.1 Personal leave without pay may be granted to Bargaining Unit employees who have exhausted all accrued leaves for a period not to exceed thirty (30) consecutive days within a twelve (12)-month rolling period and is subject to the approval of the employee's immediate administrator, area Vice President, and the Director of Human Resources. Salary deductions are made at the employee's hourly or daily rate of pay. Exceptions are subject to the approval of the Superintendent/ President or designee.
- 12.10.2 A Bargaining Unit employee who is granted personal leave shall be entitled to uninterrupted fringe benefits provided the leave does not exceed one (1) entire pay period.
- 12.10.3 When personal leave exceeds one (1) entire pay period, health and welfare benefits shall be extended according to federal (COBRA) and state (SB761) regulations and carrier contract specifications.

12.11 **Parental Leave for Baby Bonding/Child Care** - Pursuant to Education Code Section 88196.1, when a Bargaining Unit member takes leave for maternity or paternity under the Family and Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA), they may use up to 12 work weeks of 50% differential pay of their regular salary earned and available under the illness or injury leave provisions of this Agreement concurrently with the unpaid FMLA and/or CFRA leave entitlement. The twelve (12) work week differential pay shall be reduced by any period of illness or injury leave, including accumulated illness or injury leave taken during a period of parental leave pursuant to CFRA (Government Code Section 12945.2). The Bargaining Unit member is also entitled to use their vacation leave in taking baby-bonding/parental leave, if the Bargaining Unit member chooses to do so. Any sick leave and/or 50% differential pay leave shall run concurrently with the CFRA baby-bonding/parental leave and also with the leave provided for under Education Code Section 88196.1. For purposes of this section, "parental leave" means baby bonding or child care leave within the first twelve (12) months following the birth of the Unit Member's child or the placement of a child with the Unit Member in connection with the adoption or foster care of the child by the Unit Member, as provided in CFRA.

A Bargaining Unit member shall not be provided more than one twelve (12) week period per maternity or paternity leave. However, if a school year terminates before the twelve (12) week period is exhausted, the Bargaining Unit member may take the balance of the twelve (12) week period in the subsequent school year. Leave taken under this section shall be in addition to leave taken by a Bargaining Unit member due to her disability caused by pregnancy, child birth or related medical conditions.

A Bargaining Unit member must have been employed at least twelve (12) months to qualify for the benefits under this section. When both parents of the child are employed by the College District, they may each take twelve (12) work weeks of child bonding or child care leave. The Unit Member is entitled to take parental leave in intermittent periods within a twelve-month period; however, the College District must allow for periods within that are less than two (2) weeks on any two (2) occasions during the twelve (12) work week leave.

The College District shall continue to pay health and welfare benefits for twelve (12) weeks for any employee granted pregnancy leave.

12.12 **Family Leave** – Bargaining Unit Members who are eligible, pursuant to the Family and Medical Leave Act to receive Family Leave shall be granted up to twelve (12) weeks of unpaid leave per fiscal year for those reasons covered by the Family and Medical Leave Act. A Bargaining Unit Member granted Family Leave, for their own serious health condition, shall use their accrued sick leave, concurrently with the Family Leave, consistent with the Family and Medical Leave Act and federal and state law. Unit Members granted Family Leave, for any other Family Leave purposes, may elect to use accrued sick leave, vacation leave, or personal necessity leave or take unpaid leave, concurrently with Family Leave, consistent with and, so long as it is permissible by, the Family and Medical Leave Act and federal and state law (Appendix C). CSEA and the College District reserve the right to meet and negotiate over any remaining bargainable issues relating to Family Leave.

ARTICLE XIII: TRANSFERS

- 13.1 **Transfers** - A transfer is the movement of a Bargaining Unit member to another position within the same classification. A Bargaining Unit member may be transferred or reassigned within their classification to any location when it is in the best interest of the College District or by request of the Bargaining Unit member. Bargaining Unit member transfers shall be based on the program needs, efficiency or effectiveness of the College District. The College District shall not transfer or reassign a Unit Member for disciplinary reasons.

A Bargaining Unit member permanently reassigned shall be given no less than a 15-workday notice of transfer. The immediate administrator shall meet with the Bargaining Unit member, explain the reason(s) for such action before the transfer/reassignment is initiated and provide written notification including the rationale for transfer.

Bargaining Unit members may appeal the transfer/reassignment by submitting the appeal in writing to the Assistant Superintendent/Vice President for Human Resources within five (5) days of the notice. The Assistant Superintendent/Vice President for Human Resources shall meet with the Bargaining Unit member and render the decision, in writing, to the Bargaining Unit member prior to the effective date of the transfer. The decision of the Assistant Superintendent/Vice President for Human Resources is final and not subject to the grievance process.

Unless otherwise prohibited by law, when a new position is created or an existing position becomes vacant, a Bargaining Unit member may submit a written transfer request to the Director of Human Resources. When an existing Bargaining Unit position becomes vacant, the College District will send notice of all vacancy opportunities to all Bargaining Unit Members via e-mail five (5) full working days before advertising to the public. The College District shall consider the transfer requests of qualified Unit Members serving in the same classification. Background, experience and qualifications of the Unit Member in prior or current College District positions shall be provided by the Unit Member during the application process and will be considered along with department/College District needs.

The College District may hire outside the Bargaining Unit if it is determined that the best qualified applicant is outside of the Bargaining Unit. The procedures set forth in 7.9 through 7.12 shall be followed whenever a vacancy occurs.

- 13.2 **Medical Transfers** - If the employee meets the qualifications stipulated in this sub-section, the College District shall give alternate work when the same is available to an employee who has become medically unable to satisfactorily perform their regular job class duties. The alternate work may constitute demotion or lateral transfer to a related class. The College District shall notify CSEA of such action. The qualifications for such transfer are as follows:

13.2.1 The employee must have three (3) years of consecutive work experience with the College District.

13.2.2 The last two (2) regular evaluations of the employee must be satisfactory.

13.2.3 The employee meets the qualifications published in the position description for the vacant position.

**ARTICLE XIV: CLASSIFICATION, RECLASSIFICATION, AND ABOLITION
OF POSITIONS**

- 14.1 **Definition** – In accordance with Education Code Section 88001 (f) "Reclassification" means the upgrading of a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in that position.
- 14.1.1 **Class**: A group of positions sufficiently similar in duties and responsibilities that the same descriptive title may be assigned to designate each position allocated to the group.
- 14.1.2 **Classification**: That action of placing a position into a "Class." Classification means that each position in the classification shall have a designated title, minimum qualifications, and placement of the appropriate salary schedule. Each position in the classified service shall have regular minimum number of assigned hours per day, days per week, and months per year.
- 14.1.3 **Reclassification**: In accordance with Education Code Section 88001 (f) "Reclassification" means the upgrading of a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in that position.
- 14.1.4 **Reorganization**: The process by which the College District intends to improve efficiency and operations by reviewing positions to best support the College District and may result in new classifications, reclassification, transfer, or moving work and/or positions from one department to another which results in a restructuring of positions.
- 14.2 **Placement in Class** - Every Bargaining Unit position shall be placed in a class.
- 14.3 **Individual Classification and Reclassification Requirements** - Position classification and reclassification shall be subject to mutual input between the College District and CSEA. Reclassifications may also take into consideration positions from other comparable college districts.
- 14.3.1 An employee, their supervisor, or another manager higher in their chain of command, or the designated Director in Human Resources may initiate a request for a position audit to determine whether reclassification of the incumbent is necessary.
- 14.3.2 **Process** - For employee-initiated reclassifications, all relevant sections of the Position Description Questionnaire (PDQ) must be filled out, signed and filed in writing with the designated Director in Human Resources. For management-initiated reclassifications, the supervisory sections of the PDQ must be filled out, signed, and filed in writing with the designated Director in Human Resources. An email is considered to be "in writing." Please refer to Appendix F for further instructions.
- 14.3.3 **Time Period** - When the incumbent submits their PDQ to the designated Director in Human Resources, it will be officially logged in as of that date and time. Time limits hereunder may be lengthened in any particular case only by mutual written agreement.
- 14.3.4 **Review** - After receiving the incumbent's PDQ, the designated Director in Human Resources shall provide a copy of same to the incumbent's supervisor for their comments, additional information, and concurrence (or lack thereof) of the employee's request for reclassification. After the immediate supervisor's

commentary is completed, it will be submitted “up the chain” to the supervisor’s supervisor (if applicable) and all intervening managers for their review and commentary, up to and including the cognizant Vice President. All levels of this management review will be completed in a timely manner. If, in the judgment of the designated Director in Human Resources, the management review is excessively dilatory (a period which exceeds ten (10) working days), they may truncate the management review and send the PDQ and supplemental information directly to the independent analysis step.

- 14.3.5 **Independent Analysis** - Upon completion of the management review, the Human Resources Department shall provide the PDQ, additional and supplemental information, management commentary, and other relevant data to the College District’s independent classification consultant (the “Consultant”). The Consultant shall use their independent judgment, prior experience, and general expertise to evaluate the information supplied. The consultant may seek additional information from the incumbent, supervisor, other managers, and other employees to answer questions, clarify issues, and provide additional information as the consultant deems necessary to complete the review. The incumbent and respective administrator(s) are required to fully participate in this process. Failure of the incumbent to fully participate will render the application denied without leave to resubmit until the two year period (as referenced below) has elapsed. The participation of the supervisor and other employees will, if necessary, be compelled by the Assistant Superintendent/Vice President for Human Resources. After all documentation and information have been provided, the Consultant shall render a decision within forty-five (45) working days.
- 14.3.6 **Human Resources Review** - Upon receipt of the decision from the Consultant, the designated Director of Human Resources or designee will analyze the findings and review for process compliance. Human Resources shall send to the employee and their supervisor, a findings memo and instructions to appeal, no later than fifteen (15) working days from receipt of the decision from the Consultant.
- 14.3.7 **Recommendation** - The independent Consultant may find that reclassification is justified or not justified and will report the same. If a finding of reclassification is justified, the Consultant will further recommend placement in an existing classification or, if no such classification exists, recommend a new classification, and provide a draft job description within a reasonable period, not to exceed forty-five (45) working days.
- 14.3.8 **Appeal** - If the incumbent does not agree with the Consultant’s recommendation, they may submit a written request for appeal to the Reclassification Appeal Committee within ten (10) working days of the Consultant’s final recommendation letter. The Reclassification Appeal Committee consists of the designated Director of Human Resources (or designee), the CSEA President (or designee) and the Consultant. A meeting with the employee and the Reclassification Committee shall be scheduled within fifteen (15) working days from the appeal request by the employee. Unavailability of the affected unit member or CSEA representative shall extend these timelines by an equivalent number of days.

After meeting with the employee, the Reclassification Committee shall provide

a written response to the appeal which will be distributed to the employee, their supervisor and other managers in their chain of command not to exceed forty-five (45) working days. The committee's response to an appeal shall be final and not subject to grievance.

14.3.9 **New Classification** - If as a result of this process, a position is recommended for placement into a new job classification (i.e., new job description), CSEA and the College District will meet and negotiate the proposed job description and salary range prior to being recommended for approval by the Governing Board. The recommendation shall be made to the Executive Leadership Team and, if approved by same, be submitted to the Board of Trustees for adoption.

14.3.10 **Effective Date** - Whether in the original or upon appeal, if the recommendation is for reclassification, the effective date of the reclassification submitted to the Governing Board shall be retroactive to the date the PDQ was received in Human Resources.

14.3.11 **Limit on Requests** - An employee may only submit a reclassification request once every two (2) years. Their supervisor, higher managers, and the designated Director in Human Resources may submit any number of reclassification requests.

14.4 **College District-wide Job Family Classification Studies** - Nothing herein prohibits the College District from submitting a group of same or similarly classified employees (job family) or all employees so classified to the independent Consultant for review and recommendation. Such class studies may only be initiated by mutual agreement between CSEA and the College District. The designated Director in Human Resources and shall proceed according to the foregoing procedures outlined herein. The College District and CSEA will meet prior to December 30th of each year to discuss feasibility and/or affirm which job families will be reviewed for the classification review process. The effective date of any resulting reclassification shall be the date upon which the last PDQ is turned in by an employee included in the job family classification study. At the completion of each job family classification study, the College District shall meet to discuss the implementation of the current job family classification study. The timeline for implementation, including guaranteed funding, and the impact to individual reclassification studies shall be negotiated with each job family classification study undertaken.

14.5 **Applicability of Reclassification Recommendations and Actions** - When any reclassification request is submitted, the designated Director in Human Resources may, in their judgment, broaden the scope of the desk audit to include other employees in the same or similar classifications working at the same site or working in concert for a majority of their work duties. In this event, other such included employees will be required to fill out PDQs, but the retroactive date shall be the date of the original requesting incumbent submit the PDQ.

Nothing in this article states, requires or implies that a reclassification recommendation based on the audit of a given employee or small group of closely related employees, as defined in the prior paragraph, be extended to other College District employees in the same or similar classes working in other departments or at other sites. Reclassification recommendations are to be construed narrowly to apply only to those making the request and/or those subsequently included in the same desk audit by the designated Director in Human Resources.

14.6 **New Positions or Classes of Positions** - All newly-created positions or classes of positions shall be designated by the College District. The College District shall discuss with CSEA

whether the designated positions fall within the Bargaining Unit or not. Any disputes over the College District's designation of newly-created positions or classes of positions may be challenged by CSEA through the Public Employment Relations Board.

- 14.7 **Incumbent Rights** - When an entire class of positions is reclassified, the incumbents in the positions shall be entitled to serve in the new positions. Those incumbents who are on probationary status at the time of reclassification shall continue their probationary period without having to serve additional probation.

ARTICLE XV: LAYOFF AND REEMPLOYMENT

- 15.1 **Reason for Layoff** – Pursuant to Education Code 88127, classified Bargaining Unit employees shall be subject to layoff for lack of work or lack of funds. Education Code Section 88017 provides that layoff may result when a specially funded program expires.
- 15.2 **Notice and Process of Layoff** – The College District will follow the notification, process, and procedures of classified employee layoffs pursuant to Education Codes 88017, 88117, and 88127.
- 15.3 **Order of Layoff**
- 15.3.1 Pursuant to Education Code 88127, whenever a classified employee is laid off, the order of lay off within the classification shall be determined by length of service. The employee who has been employed the shortest time in the class, plus higher classes, shall be laid off first.
- 15.4 **Classification Seniority** - Seniority is determined by time in paid status, within the classification. The College District shall maintain an updated seniority roster indicating employee's length of service. Such roster shall be provided to CSEA within thirty (30) calendar days of request.
- 15.5 **Equal Seniority** - If two (2) or more employees subject to layoff have equal class seniority, the determination as to who shall be laid off will be made on the basis of the greater hire date seniority. If they are equal, then the determination shall be based on the number of hours an employee has been in a paid status in the class plus higher classes; and if they are still equal, the determination shall be made by lot.
- 15.6 **Bumping Rights** - An employee laid off from their present class may, in order to avoid layoff, bump into the next lowest class in which the employee has greatest seniority considering their seniority in the lower class and any higher classes.
- 15.7 **Layoff in Lieu of Bumping** - An employee who elects a layoff in lieu of bumping maintains their employment right under this Agreement.
- 15.8 **Voluntary Demotion or Voluntary Reduction in Hours** – An employee who takes voluntary demotion or voluntary reduction in assigned time in lieu of layoff shall be, at the employee's option, returned to a position in their former class or to a position with increased assigned time as vacancies become available, and with no time limit except that they shall be ranked in accordance with their seniority on any valid reemployment list. Employees who take a voluntary demotion or voluntary reduction in assigned time in lieu of layoff shall receive the same reemployment rights as employees who are laid off and shall retain eligibility to be considered for reemployment for an additional period of up to twenty-four (24) months.

15.9 **Re-employment Rights**

Pursuant to Education Code 88117, employees who have been laid off because of lack of work or lack of funds are eligible for reemployment for a period of thirty-nine (39) months and shall be reemployed in preference to new applicants.

If the employee refuses a re-employment offer to the classification held at the time of lay off, or a similar position in a higher classification for which they are qualified, they shall not be eligible for further preferred consideration. A refusal shall not preclude an employee from future employment with the College District.

15.10 **Recalls**

15.10.1 Recalls shall be made in the reverse order of layoffs within each job classification. Those employees in the Bargaining Unit who have completed a probationary period shall be re-employed without having to serve an additional probationary period.

15.10.2 Notification of recall shall be made by personal contact or Certified Mail to the employee's last known mailing address. The employee must indicate acceptance of the job offer within five (5) working days after receipt of the notification and arrange the time of return to work. The employee must, however, be available within twenty (20) calendar days of notice.

15.11 **Improper Layoff**

An employee who is improperly laid off shall be reemployed immediately upon discovery of the error and shall be reimbursed for all loss of salary and benefits. Initiation of processing of a warrant for back pay shall be accomplished within five (5) working days by the College District after said discovery.

ARTICLE XVI: GRIEVANCE PROCEDURE

16.1 General Provisions

- 16.1.1 A "grievance" is a claim by an aggrieved party that there has been a violation, misapplication, or misinterpretation of the provisions of this Agreement.
- 16.1.1.1 All other matters and disputes for which there are other means of resolution are beyond the scope of this Agreement.
- 16.1.1.2 A "grievant" is the Association and/or a member of the Unit covered by the terms of this Agreement.
- 16.1.1.3 A "day" is a day in which the central administrative office of the College District is regularly open for business.
- 16.1.2 **Failure to Meet Time Limits** - If a grievance is not processed by the grievant in accordance with the time limits set forth in this Article, it shall be considered settled on the basis of the decision last made by the College District. Except as provided herein, if the College District fails to respond to the grievance within the time limits at any level, the running of the time limit shall be deemed a denial of the grievance and termination of the level involved, and the grievant may proceed to the next step.
- 16.1.2.1 Time limits hereunder may be lengthened or shortened in any particular case only by mutual written agreement.
- 16.1.3 **CSEA Representation** - The grievant shall be entitled to representation by CSEA at all grievance meetings. In situations where CSEA has not been requested to represent the grievant, the College District will not agree to a final resolution of the grievance until CSEA has received a copy of the grievance and the proposed resolution and has been given an opportunity to state its written views on the matter. Ten (10) days will be considered an opportunity in this instance.
- 16.1.4 The grievant and their representative shall have released time for processing grievances.
- 16.1.5 **No Reprisal** - There shall be no reprisal against a Bargaining Unit employee for filing a grievance or assisting a grievant.
- 16.1.6 **Grievance Files** - The College District's records dealing exclusively with the filing and processing of a grievance shall be maintained separately from the grievant's personnel file. Such grievant's file shall be kept confidential. All records used in this grievance procedure which may have derived from personnel files maintained by the College District will be returned to those files without indication that they had been used in this grievance procedure.

16.2 **Grievance Procedure**

16.2.1 **Level I**

16.2.1.1 Within twenty (20) days of the time an employee knew or reasonably could have known of the occurrence of an alleged grievance, the employee shall discuss with the immediate supervisor the alleged grievance.

16.2.1.2 If a satisfactory resolution is not reached within three (3) days of the discussion, the grievant shall present, within five (5) days thereafter, on the "Grievance Form," attached hereto as Appendix D, the grievance in writing to the next higher designated administrator or designee.

16.2.1.3 The next higher administrator or designee shall communicate the decision to the employee in writing within seven (7) days after receiving the grievance. The grievant, next higher administrator or designee may request a personal conference within the above time limits.

16.2.2 **Level II**

16.2.2.1 In the event the grievant is not satisfied with the decision at Level I, the decision may be appealed to the Superintendent/President, or their designee, within seven (7) days.

16.2.2.2 In order to be processed, the appeal shall include copies of the original grievance and any decision rendered, including the reason of the appeal.

16.2.2.3 The Superintendent/President, or their designee, shall communicate the decision to the grievant in writing within ten (10) days of receiving the appeal. Either the grievant, the Superintendent/President, or their designee, may request a personal conference within the above time limits.

16.2.3 **Level III**

Prior to the submission of a grievance to Level IV, Binding Arbitration, either party may ask for the services of the State Mediation and Conciliation Service for mediation and recommendation.

16.2.4 **Level IV**

Binding Arbitration

16.2.4.1 In the event the grievant is not satisfied with the decision at Level II, or the mediation step described in 16.2.3, if utilized, has not resulted in a settlement, CSEA shall notify the Superintendent/President that the grievance shall be submitted to a neutral arbitrator. Such notification shall be in writing and filed with the Superintendent/President within ten (10) days after receiving the decision in Level II, or within ten (10) days after the mediation session is held pursuant to 16.2.3. The notification must contain a written statement from CSEA agreeing to arbitration of the grievance.

- 16.2.4.2 Within ten (10) days of the grievant giving notice that they want to submit their grievance to arbitration, the parties shall meet for the purpose of identifying a mutually acceptable arbitrator. If the College District and Association cannot agree on an arbitrator, a request for names shall be submitted to the State Conciliation and Mediation Service. Upon receipt of the list of arbitrators, the parties shall select one by alternately striking names from the list until one name remains. The remaining name shall become the arbitrator.
- 16.2.4.3 The arbitrator selected shall schedule a hearing as expeditiously as possible at a location convenient to the parties.
- 16.2.4.4 The arbitrator's jurisdiction shall be limited to determining whether the Collective Bargaining Agreement has been misinterpreted or misapplied and shall have no authority over disciplinary process or determinations.
- 16.2.4.5 The arbitrator shall neither add, detract from, nor modify the language contained in the Collective Bargaining Agreement. The arbitrator's decision will be binding and final upon the parties.
- 16.2.4.6 The cost of the services of the arbitrator, including the cost of the court reporter and transcripts, shall be shared equally by the parties.
 - 16.2.4.6.1 Unless both parties agree otherwise, in the event of a cancellation or postponement of an arbitrator hearing, any cancellation or postponement fees charged by the arbitrator shall be borne by the party requesting the cancellation or postponement.

ARTICLE XVII: DISCIPLINARY PROCESS

17.1 Exclusive Procedure

All permanent classified employees may be disciplined with cause following the provisions in Article XVII.

The College District hereby states its commitment to the principle of progressive discipline.

17.2 Definition of Discipline

Discipline shall only be imposed on permanent employees for just cause. Discipline includes suspension, reduction in pay, involuntary demotion, or termination.

The College District shall not initiate any disciplinary action for any cause alleged to have arisen prior to the employee becoming permanent nor for any cause alleged to have arisen more than two (2) years preceding the date that the College District serves the notice of proposed disciplinary action (i.e., Skelly Notice), unless the cause was concealed.

17.3 Grounds for Discipline

Discipline may be based on an employee's violation of a Board Policy or Administrative Procedure, Board Policy 7365 and Administrative Procedure 7365, state regulation, state law, federal regulation, or federal law.

The following is also grounds for discipline:

1. Consistent inefficiency or failure to perform required duties in a satisfactory manner.
2. Fraud in obtaining employment with the College District or making a false statement on an application for employment.
3. Dishonesty in the workplace.
4. Willful refusal to comply with lawful directions of a supervisor.
5. Excessive tardiness and/or excessive absenteeism, including absence from duty without leave and abuse or misuse of sick leave.

5a. Excessive tardiness and/or excessive absenteeism shall be understood to mean when absenteeism is in excess of what has been earned or granted to the employee by law or contract, and when such absenteeism is of such a substantial level as to signify a clear pattern of abuse. Simply using sick leave, or other contractual or granted leaves, shall not be considered to be excessive without the additional burden of a clear demonstration of a pattern of abuse.

5b. The College District recognizes that there may be incidents of catastrophic illness or on-going medical conditions that may require repeated leave taking. Merely taking leave, even when repeated, does not constitute "excessive" absenteeism. In such cases, the College District will not take disciplinary action based on absenteeism so long as the condition is medically documented, the repeated absences are supported by medical necessity, and does not

demonstrate a clear pattern of abuse.

6. Abandonment of position by being absent without authorization for five (5) or more days.
7. Unauthorized use of College District property, including but not limited to, theft of College District property, destruction, or theft of property which is on College District premises.
8. The conviction of either a misdemeanor or a felony involving moral turpitude (moral turpitude is commonly defined as an act or behavior that gravely violates moral sentiment or accepted moral community standard) may be cause for dismissal.
9. Gifts accepted for personal use in the course of assigned work in exchange for providing favorable or better treatment.
10. Verbal and/or physical altercations between and among employees; use of threatening or abusive language.
11. Being impaired, possession, consumption or being under the influence of alcohol or drugs or narcotics, and/or controlled substance, while on duty.
12. Refusal to testify under oath or affirmation which is required by law in connection with College District employment.

17.4 **Pre-Disciplinary Action**

The following steps are designed to assist the supervisor and employee to reach an understanding of what is expected in the workplace. They are not disciplinary actions in and of themselves, but may be taken into account in subsequent discipline if continued action is required.

17.4.1 **Informal Counseling**

Informal discussion designed to assist the employee to develop or improve skills, abilities or to correct conduct. Verbal counseling may also be used to clarify College District policies, solve a problem, or discuss job performance. Verbal counseling shall be followed by an email from the supervisor to the employee summarizing the conversation. Employees shall have a reasonable period of time to correct deficiencies as noted during the counseling session (and email) prior to subsequent and more formal disciplinary methods. In no event shall counseling be placed in an employee's personnel file, but the email may be used to substantiate the need for more progressive discipline.

17.4.2 **Formal Counseling**

Formal counseling is designed to assist the employee to develop or improve skills, abilities or to correct conduct. Formal counseling may also be used to clarify College District policies, solve a problem, or discuss job performance. Formal counseling shall be in writing and documentation of formal counseling will be placed in the employee's personnel file. The employee will have the opportunity to file a rebuttal within five (5) working days, with the

assistance of a CSEA representative, if so desired.

After two (2) years of the documentation being placed in the personnel file, the employee may request, in writing, to have the formal counseling documentation removed from the personnel file. If no further incidents have occurred, the documentation may be removed from the personnel file.

Employees shall have a reasonable period of time to correct deficiencies noted in the formal counseling prior to being issued a letter of reprimand or subsequent discipline.

17.4.3 **Letter of Reprimand**

In the event the performance or behavior does not improve, or dependent upon the nature of the offense, a written reprimand will be issued to the employee and placed in the employee's personnel file. The employee has the opportunity to file a rebuttal, within five (5) working days, with the assistance of a CSEA representative, if so desired, which will also be placed in the employee's personnel file. In the event a meeting is held after the issuance of a reprimand, the employee shall be allowed reasonable notice to allow the attendance of a CSEA representative.

17.5 **Emergency Discipline**

The CSEA and the College District recognize that emergency situations can occur involving the health and welfare of students or employees. If the employee's presence would lead to a clear and present danger to the lives, safety, or health of students or fellow employees, or conduct which rises to the level of serious concern, the College District shall immediately suspend the employee for up to three (3) days with pay. Examples of conduct which rise to the level of serious concern include gross negligence, violation of any State or Federal law, and/or the threat of or actual violence. During the three (3) days, the College District shall serve notice and the statement of facts upon the employee, who shall be entitled to respond to the contentions supporting the emergency. A copy of any notice of an emergency discipline shall be delivered to the CSEA President or designee.

17.6 **Administrative Leave**

From time to time, it may be necessary for the College District to place a classified Employee on paid administrative leave. This may be to investigate a matter, to facilitate organizational actions, or to address other issues of a temporary or transitory nature. Administrative leave is NOT discipline and employees so placed are not to be stigmatized or otherwise negatively affected based solely on being on this form of leave. The Chapter President and/or Labor Relations Representative shall be notified in advance of any classified employee being placed on administrative leave and will have the opportunity to be present with administrators when the employee is notified, where reasonably possible.

17.7 **Disciplinary Procedures**

The College District and CSEA agree to follow the established disciplinary procedures pursuant to and in accordance with the College District's Discipline and Dismissal Policy Procedures 7365.

ARTICLE XVIII: PROFESSIONAL DEVELOPMENT PROGRAMS

The College District and the Association agree in concept to the following Educational Incentive Program:

18.1 Educational Incentive Program

The Educational Incentive Program shall equate to a maximum of three (3) one-salary range differential increases on the Bargaining Unit Member(s) Salary Schedule for each Bargaining Unit Member who completes the requirements of the Educational Incentive Program.

Definition of an increase under the Educational Incentive Program:

- The first educational incentive increase is the difference between the employee’s current base salary range and step, and the next higher range and same step.
- The second educational increase is the difference between the employee’s current base salary range and step, and the next two (2) higher ranges and same step.
- The third educational increase is the difference between the employee’s current base salary range and step, and the next three (3) higher ranges and same step.

EXAMPLE

Administrative Secretary II: Range 20, Step 3

Base Salary Range 20	Incentive	Incentive Amount	Total
\$51,697.50	First	\$1,291.81	\$ 52,989.31
\$51,697.50	Second	\$2,633.78 = (\$1,291.81 + \$1,341.97)	\$ 54,331.28
\$51,697.50	Third	\$3,975.76 = (\$1,291.81 + \$1,341.97 + \$1,341.98)	\$ 55,673.26
<i>Example is based on Salary Schedule approved on 4/9/19</i>			

18.1.1 Requirements of the Education Incentive Program

To fulfill the requirements of the Educational Incentive Program, a Bargaining Unit Member has the following options:

1. Complete the equivalent of twelve (12) semester units of college course work, or
2. Participate in pre-approved activities for which units are not granted. A Bargaining Unit Member shall be granted one (1) unit of course work equivalency for each sixteen (16) hours of approved activities.

18.1.2 Credit Earning Activities

Activities for which credit may be granted include, but need not be limited to, college course work, workshops, conferences, seminars, college-sponsored in-service programs, and coursework in or activities related to emotional intelligence, cultural competence, and/or organizational leadership.

18.1.3 Prior Approval Required

To receive credit for participation in any educational incentive activity, the Bargaining Unit Member must receive prior approval from their immediate supervisor and the cognizant area Vice President. Educational incentive request forms shall be processed within a reasonable amount of time.

18.1.4 **Appeal to Classified Employer/Employee Relations Committee**

If the Director of Human Resources determines that the Bargaining Unit Member's proposed program is not job related, the Bargaining Unit Member may appeal this decision to the classified Employer/Employee Relations Committee (EERC). The full Committee membership shall consider the appeal and by a majority vote of the entire Committee, may overturn the decision of the Director of Human Resources.

18.1.5 The classified Employer/Employee Relations Committee shall determine the timelines and application procedures to be used for the Educational Incentive Program annually.

18.1.6 The classified Employer/Employee Relations Committee shall define the term "job related," and shall recommend its definition to the College District and the Bargaining Unit annually.

18.1.7 Credit may be granted to a Bargaining Unit Member who attends an in-service program during the Bargaining Unit Member's assigned work hours. The Bargaining Unit Member's immediate supervisor may adjust the Bargaining Unit Member's work hours to permit attendance at approved activities.

18.1.8 No credit shall be granted for attendance at activities for which the Bargaining Unit Member receives reimbursement from the College District.

18.2 **Credit Criteria for the First and Second Educational Incentives**

For the first two incentive increases on the salary schedule, credit under the Educational Incentive Program shall be granted only for activities which are job related, as determined by the Director of Human Resources, for the first two one-range increases on the salary schedule. Credit shall be granted for activities which are job related or necessary to receive a degree for the third one-range increase on the salary schedule. The decision of the Director of Human Resources regarding whether or not the proposed program is job related shall not be grievable under the provisions of this Agreement.

18.3 **Credit Criteria for the Third Educational Incentive**

Credit shall be granted for activities which are job related or necessary to receive a degree for the third incentive increase on the salary schedule. The decision of the Director of Human Resources regarding whether or not the proposed program is job related shall not be grievable under the provisions of this Agreement.

18.4 **Salary Advancement Process**

Employees who complete educational incentive 1, 2, or 3, must complete a request for salary advancement form and submit to Human Resources. The College District shall respond confirming receipt and has forty-five (45) working days to process a completed advancement form. Incomplete forms will be returned to the submitter and the timeline will restart when resubmitted.

18.5 **Professional Growth Program**

The College District shall annually allocate the sum of five-thousand dollars (\$5,000.00) for tuition, course fee, and required textbook cost reimbursement to Bargaining Unit Members who complete courses at accredited colleges. The following provisions shall apply when a Bargaining Unit Member requests reimbursement:

- 18.5.1 All courses shall be taken outside of the Bargaining Unit Member's assigned work hours. However, if the desired class is not offered outside of the Unit Member's assigned work hours, the supervisor may approve the Bargaining Unit Member taking that class during their assigned work hours.
- 18.5.2 The Bargaining Unit Member shall apply for reimbursement on a form developed and adopted by the Employer/Employee Relations Committee (EERC).
- 18.5.3 Reimbursement may be received for only those courses which meet the criteria established for credit under the Educational Incentive Program.
- 18.5.4 Any one (1) Bargaining Unit Member may be granted up to three-hundred dollars (\$300.00) in one (1) year, and a total of eight-hundred dollars (\$800.00) over a three (3) year period.
- 18.5.5 Any course for which tuition reimbursement has been granted shall not be eligible to be used by the employee for credit for salary advancement under the Educational Incentive Program.
- 18.5.6 The Employer/Employee Relations Committee shall review, prioritize and approve all tuition reimbursement requests. The decision of the Employer/Employee Relations Committee shall not be grievable.
- 18.5.7 Tuition reimbursement funds will be paid at the time the Bargaining Unit Member verifies to the Human Resources Office that the course has been successfully completed. Successful completion shall be defined as receiving a letter grade of 'C' or better. At the same time, course syllabus(i) shall be submitted as verification that the purchased textbooks were required, along with receipts.

18.6 The College District and CSEA agree annually to discuss professional development needs and requirements in accordance with AB2558.

18.7 **Doctoral Degree Stipend**

Any Bargaining Unit Member who completes a Doctoral degree shall receive a salary advancement stipend equal to, but not to exceed, those advancements which are available to academic bargaining unit employees.

ARTICLE XIX: SAFETY

- 19.1 **College District Compliance** - The College District shall conform to and comply with all health, safety and sanitation requirements imposed by local, state, and federal regulations, as well as the College District's Safety Policy.
- 19.2 Any conditions on the job considered to be unsafe or potentially unsafe by an employee, shall be reported immediately to the employee's immediate supervisor and may be reported to the Maintenance, Facilities, Health & Safety Coordinator pursuant to the College District's Maintenance Work Request process. A Bargaining Unit Member may decline to perform a task that they deem to be hazardous until such time that the task has been reviewed by the Environmental, Health & Safety Coordinator. Time permitting the employee may request a CSEA representative to accompany the Environmental, Health & Safety Coordinator in their review. No employee shall be in any way unlawfully discriminated against as a result of reporting an unsafe or potentially unsafe job condition.
- 19.3 When safety clothing, shoes, or equipment is reasonably required by the employee's duties, and supplied by the College District, such clothing, shoes, or equipment shall be worn when appropriate or when directed by the cognizant supervisor. The determination of whether it is reasonably required will be at the discretion of the cognizant supervisor, subject to any applicable restrictions or regulations imposed by law or policy.

ARTICLE XX: TECHNOLOGY

- 20.1 The College District and the Association agree that, for the duration of this Agreement, any impacts on the conditions of employment within the Bargaining Unit caused by the pending, or actual application of new technology, or the upgrading of existing technology shall remain open under the following conditions:
- 20.1.1 Either party may propose an item to the other party in writing.
 - 20.1.2 Both parties are required to consider the proposal of the other party.
 - 20.1.3 After consideration of the proposal, the party in receipt shall, in a timely manner, communicate to the other party its intent to, or not to, open discussion and/or negotiation. Neither party is required to discuss or negotiate any proposal.
 - 20.1.4 All meetings shall be scheduled by mutual agreement of the parties.
 - 20.1.5 The Association Chapter President, or designee, and the College District Superintendent/President, or designee, shall serve as representatives at all meetings. The number of representatives may be increased by mutual agreement.
 - 20.1.6 Any addition or modification to the current Agreement that is agreed upon shall be implemented by way of a Side Letter. No Side Letter Agreement shall be binding longer than the duration of this Agreement.

ARTICLE XXI: CONTRACT CLAUSES

- 21.1 **Savings Clause** – If, during the life of this Agreement, there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the College District which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in force and effect.
- 21.2 **Americans with Disabilities Act** - Nothing in this Agreement shall prohibit the College District from taking steps to comply with the requirements of the Americans with Disabilities Act.
- 21.3 **Effect of Agreement** - It is understood and agreed that the specific provisions contained in this Agreement shall prevail over College District practices and procedures and over state laws to the extent permitted by state law.
- 21.4 **Concerted Activities**
- 21.4.1 It is agreed and understood that there will be no strike, work stoppage or slow-down, including compliance with the request of other labor organizations to engage in such activities.
- 21.4.2 CSEA and the Governing Board recognize the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so.
- 21.4.3 The College District shall not lock out any Bargaining Unit employee.
- 21.4.4 It is understood that in the event this Article is violated, the College District shall be entitled to withdraw any rights, privileges, or services in this Agreement.

ARTICLE XXII: NEGOTIATIONS

- 22.1 **Notification and Public Notice** - If either party desires to alter or amend this Agreement, it shall, not less than one hundred twenty (120) days prior to the termination date set forth under the duration Article, provide written notice and a proposal to the other party of said desire and the nature of the amendments and cause the public notice provisions of law to be fulfilled.
- 22.1.1 **Re-Openers**
Upon written notice and completion of the Public Notice requirements set forth in Government Code Section 3547, the CSEA and College District may re-open negotiations on health and welfare benefits and wages, plus two additional Articles selected by each party.
- 22.2 **Commencement of Negotiations** - Within five (5) days of satisfaction of the public notice requirement, and not later than sixty-five (65) days following submission of the proposal, negotiations shall commence at a mutually acceptable time and place for the purpose of considering changes in this Agreement.
- 22.3 **Released Time for Negotiations** - CSEA shall have the right to designate five (5) employees who shall be given reasonable released time to participate in negotiations. CSEA shall submit the names of the five (5) employees, in writing, to Human Resources, at least one (1) week prior to the commencement of negotiations.

ARTICLE XXIII: TERMS

23.1 This Agreement shall remain in full force and effect from May 1, 2021, to April 30, 2024. The Agreement shall remain in full force and effect during negotiations of a new agreement.

Signed and entered into this 14th day of August 2023.

FOR THE COLLEGE DISTRICT:

Angela Riggs
Assistant Superintendent/
Vice President, Human Resources

FOR CSEA:

Silvia Nogales, Chapter 524 President

Angela Schwab, Sr. Labor Relations
Representative

**SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
CLASSIFIED BARGAINING UNIT SALARY SCHEDULE
7.00% Increase Effective July 1, 2022**

Account Clerk.....	15	Foundation Development Specialist.....	24
Account Technician.....	25	Gardener.....	10
Accountant.....	37	Grant Writer.....	31
Administrative Secretary I.....	16	Head Teacher, Child Development Center/Lab School	24
Administrative Secretary II.....	20	Help Desk Support Specialist.....	26
Admissions & Records Services/Data Software		HVAC Mechanic.....	24
Specialist.....	28	Instructional Assistant I.....	16
Aquatic Specialist.....	24	Instructional Assistant II.....	20
Aquatic Equipment Technician.....	24	Instructional High Tech Center Lab Technician.....	32
Assessment Technician.....	16	Instructional Lab Coordinator-EMS.....	30
Assistant Coordinator, Civic Center Leasing.....	20	Instructional Lab Technician-Automotive Technology.....	24
Assistant Teacher, Child Development Center.....	2	Instructional Lab Technician-Culinary Arts.....	24
Athletic Equipment Tech/Physical Ed. Attendant.....	13	Instructional Lab Technician-Dental Hygiene.....	24
Audio Visual Technician.....	32	Instructional Lab Technician-Fine Arts.....	24
Basic Needs Coordinator.....	29	Instructional Lab Technician-Horticulture.....	24
Bookstore Buyer.....	15	Instructional Lab Technician-Journalism and Graphic	
Bookstore Operations Assistant.....	13	Design.....	24
Bookstore Operations Specialist.....	20	Instructional Lab Technician-Microcomputer.....	32
Bookstore Warehouse Worker.....	15	Instructional Lab Technician-Science.....	26
Building Maintenance Technician I.....	12	Instructional Lab Technician-Sciences & Allied Health	
Building Maintenance Technician II.....	16	Instructional Lab Technician-Telemedia.....	24
Career Education Specialist.....	25	Instructional Services Specialist.....	26
Carpenter/Cabinet Maker.....	24	Instructional Services Technician.....	22
Central Plant Operator.....	31	Instructional Technologist & Systems Specialist.....	36
Chef/Lead Food Production.....	13	International Student Coordinator.....	29
Clerical Assistant I.....	5	International Trade Services Coordinator.....	38
Clerical Assistant II.....	10	International Trade Specialist.....	36
Clerical Assistant III.....	13	Internship/Job Developer.....	24
College Police Officer.....	32	Intramural Coordinator.....	26
College Service Officer.....	13	Inventory Control Clerk.....	13
College Trainer.....	35	Inventory Control Technician.....	17
Communications Clerk.....	10	Irrigation Technician.....	13
Communications Energy Management Specialist.....	31	IT Security Analyst/Project Coordinator.....	44
Community Education Liaison.....	14	Lead Custodian.....	11
Computer Help Desk Assistant.....	18	Lead Electrician.....	29
Computer Operator.....	13	Lead Food Service Worker.....	10
Construction and Facilities Coordinator.....	26	Lead Gardener.....	16
Continuing Education Program Technician.....	17	Lead HVAC Mechanic.....	29
Coordinator, Civic Center Leasing.....	28	Lead Instructional Lab Technician.....	36
Creative Designer and Special Events Coordinator.....	32	Lead Painter.....	24
Day/Evening Custodian.....	10	Lead Plumber.....	29
DBA/Systems Administrator.....	44	Lead Vehicle and Equipment Mechanic.....	29
Dental Hygiene Program Clinical Facility Coordinator.....	28	Learning Communities Hub Coordinator.....	29
Disabled Student Services Technician.....	20	Library Assistant.....	12
District Buyer.....	24	Library Assistant II.....	15
District Tutorial Coordinator.....	28	Library Multimedia Services Assistant.....	14
Dreamer Center Coordinator.....	29	Library Multimedia Services Coordinator.....	22
Education Center Assistant.....	16	Library Technical Services Technician.....	20
Education Center Coordinator.....	26	Library Technician.....	22
Education Center Information Technology Support		Low Voltage Systems Technician/Electrician.....	26
Coordinator.....	36	Maintenance Air Filter Technician.....	20
Education Center Technician.....	23	Marketing Communications Associate.....	29
Electrician.....	24	Microcomputer Repair Technician.....	26
Emergency Preparedness Coordinator.....	28	Network Security Systems Analyst.....	44
Enrollment Success Specialist.....	24	Network Systems Specialist.....	36
Environmental, Health & Safety Coordinator.....	41	Nurse Associate.....	30
EOPS Technician.....	20	Office of Institutional Effectiveness Coordinator.....	28
ESL Student Advocate Specialist.....	24	Office Support Services Coordinator.....	24
Evaluator I.....	24	Online Instructional Systems Specialist.....	32
Evaluator II.....	27	Outreach Coordinator.....	28
Facilities Maintenance Coordinator.....	26	Painter.....	20
Facilities Project Coordinator.....	33	Payroll Technician.....	28
Field of Study Success Coach.....	28	PC Systems Technician.....	32
Financial Aid Specialist.....	24	Performing Arts Coordinator.....	36
Fire Science Program Facilities and Equipment		Plumber.....	24
Specialist.....	28	Pool Maintenance Technician.....	20
First-Year Experience Coordinator.....	29	Prerequisite Technician.....	18
Fitness Group Exercise Specialist.....	24	Principal Research and Planning Analyst.....	40
Fitness Performance Specialist.....	24	Print Shop Coordinator.....	24
Food Service Worker.....	2	Print Shop Technician.....	18
Foundation Development Coordinator.....	28		

**SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
CLASSIFIED BARGAINING UNIT SALARY SCHEDULE
7.00% Increase Effective July 1, 2022**

Procurement, Contracting & Risk Management		Senior Financial Aid Specialist	29
Coordinator	36	Senior Gardener	13
Production Assistant	13	Senior Gardener/Weekend Coordinator	15
Professional Development Programs Coordinator	29	Senior Programmer Analyst	40
Program Technician	20	Senior Project Clerk	13
Programmer Analyst	36	Senior Research & Planning Analyst	36
Project Assistant Teacher	2	Senior Warehouse Worker	19
Project Business Advisor	36	Service Learning Program Technician	17
Project Clerk	10	Student Activities Coordinator	24
Project Coordinator, PTAC	18	Student Employment Services Specialist	24
Project Instructional Assistant I	16	Student Equity Programs & Services Coordinator	29
Project Microcomputer Lab Technician	24	Student Services Assistant	16
Project Procurement Advisor	36	Student Services Data Software Specialist	28
Project Senior Finance Advisor	44	Student Services Specialist	24
Project Senior Procurement Advisor	44	Student Services Technician	20
Project Specialist	24	Systems Architect	44
Project Teacher, Child Development Center	16	Systems Specialist	38
Project Technician	19	Teacher, Child Development Center	16
Public Safety Dispatcher	22	Technology Specialist for Accessibility & Compliance ..	38
Publications Associate	29	Theater Operations Technician	32
Purchasing & Risk Management Assistant	15	Tool Room Attendant	16
Reading Lab Technician	24	Training Services Coordinator	36
Research Analyst	32	Translator/Word Processor	19
Research & Planning Coordinator	28	Vehicle and Equipment Mechanic	27
Science, Technology, Engineering & Math (STEM)		Veterans Resource Center Coordinator	24
Experiential Learning Network Coordinator	28	Veterans Services Specialist	24
Second-Year Experience Coordinator	29	Warehouse Worker	13
Senior Account Clerk	19	Webmaster & Web Developer	40
Senior Account Technician	29	Word Processor	13
Senior Custodian	16	Writing Lab Technician	24

**SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
CLASSIFIED BARGAINING UNIT SALARY SCHEDULE
7.00% Increase Effective July 1, 2022**

RANGE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
1	Annual	\$35,350.68	\$36,805.08	\$38,244.60	\$39,788.04	\$41,361.12	\$43,023.24	\$44,744.16
	Monthly	\$2,945.89	\$3,067.09	\$3,187.05	\$3,315.67	\$3,446.76	\$3,585.27	\$3,728.68
	Hourly	\$17.00	\$17.69	\$18.39	\$19.13	\$19.89	\$20.68	\$21.51
2	Annual	\$36,255.96	\$37,740.00	\$39,209.28	\$40,797.36	\$42,399.84	\$44,106.72	\$45,870.96
	Monthly	\$3,021.33	\$3,145.00	\$3,267.44	\$3,399.78	\$3,533.32	\$3,675.56	\$3,822.58
	Hourly	\$17.43	\$18.14	\$18.85	\$19.61	\$20.38	\$21.21	\$22.05
3	Annual	\$36,838.32	\$38,294.76	\$39,854.04	\$41,457.72	\$43,134.72	\$44,811.96	\$46,604.52
	Monthly	\$3,069.86	\$3,191.23	\$3,321.17	\$3,454.81	\$3,594.56	\$3,734.33	\$3,883.71
	Hourly	\$17.71	\$18.41	\$19.16	\$19.93	\$20.74	\$21.54	\$22.41
4	Annual	\$38,066.52	\$39,624.72	\$41,168.28	\$42,845.28	\$44,581.56	\$46,347.72	\$48,201.60
	Monthly	\$3,172.21	\$3,302.06	\$3,430.69	\$3,570.44	\$3,715.13	\$3,862.31	\$4,016.80
	Hourly	\$18.30	\$19.05	\$19.79	\$20.60	\$21.43	\$22.28	\$23.17
5	Annual	\$39,075.72	\$40,619.04	\$42,251.52	\$43,913.88	\$45,679.68	\$47,505.36	\$49,405.32
	Monthly	\$3,256.31	\$3,384.92	\$3,520.96	\$3,659.49	\$3,806.64	\$3,958.78	\$4,117.11
	Hourly	\$18.79	\$19.53	\$20.31	\$21.11	\$21.96	\$22.84	\$23.75
6	Annual	\$40,010.76	\$41,643.12	\$43,290.48	\$45,011.88	\$46,837.44	\$48,692.52	\$50,640.24
	Monthly	\$3,334.23	\$3,470.26	\$3,607.54	\$3,750.99	\$3,903.12	\$4,057.71	\$4,220.02
	Hourly	\$19.24	\$20.02	\$20.81	\$21.64	\$22.52	\$23.41	\$24.35
7	Annual	\$41,019.84	\$42,681.96	\$44,388.72	\$46,125.00	\$48,009.60	\$49,924.32	\$51,921.36
	Monthly	\$3,418.32	\$3,556.83	\$3,699.06	\$3,843.75	\$4,000.80	\$4,160.36	\$4,326.78
	Hourly	\$19.72	\$20.52	\$21.34	\$22.18	\$23.08	\$24.00	\$24.96
8	Annual	\$42,043.80	\$43,780.08	\$45,501.72	\$47,282.52	\$49,211.88	\$51,156.12	\$53,202.24
	Monthly	\$3,503.65	\$3,648.34	\$3,791.81	\$3,940.21	\$4,100.99	\$4,263.01	\$4,433.52
	Hourly	\$20.21	\$21.05	\$21.88	\$22.73	\$23.66	\$24.59	\$25.58
9	Annual	\$43,127.28	\$44,818.92	\$46,599.84	\$48,514.44	\$50,428.80	\$52,447.20	\$54,545.04
	Monthly	\$3,593.94	\$3,734.91	\$3,883.32	\$4,042.87	\$4,202.40	\$4,370.60	\$4,545.42
	Hourly	\$20.73	\$21.55	\$22.40	\$23.32	\$24.24	\$25.22	\$26.22
10	Annual	\$44,151.24	\$45,947.04	\$47,787.24	\$49,671.96	\$51,690.36	\$53,782.80	\$55,934.16
	Monthly	\$3,679.27	\$3,828.92	\$3,982.27	\$4,139.33	\$4,307.53	\$4,481.90	\$4,661.18
	Hourly	\$21.23	\$22.09	\$22.97	\$23.88	\$24.85	\$25.86	\$26.89
11	Annual	\$45,279.00	\$47,089.56	\$48,929.76	\$50,948.28	\$53,025.96	\$55,059.12	\$57,261.48
	Monthly	\$3,773.25	\$3,924.13	\$4,077.48	\$4,245.69	\$4,418.83	\$4,588.26	\$4,771.79
	Hourly	\$21.77	\$22.64	\$23.52	\$24.49	\$25.49	\$26.47	\$27.53
12	Annual	\$46,392.12	\$48,277.08	\$50,206.20	\$52,209.60	\$54,287.40	\$56,469.00	\$58,727.76
	Monthly	\$3,866.01	\$4,023.09	\$4,183.85	\$4,350.80	\$4,523.95	\$4,705.75	\$4,893.98
	Hourly	\$22.30	\$23.21	\$24.14	\$25.10	\$26.10	\$27.15	\$28.23
13	Annual	\$47,594.28	\$49,494.00	\$51,452.88	\$53,530.56	\$55,637.88	\$57,908.52	\$60,225.00
	Monthly	\$3,966.19	\$4,124.50	\$4,287.74	\$4,460.88	\$4,636.49	\$4,825.71	\$5,018.75
	Hourly	\$22.88	\$23.80	\$24.74	\$25.74	\$26.75	\$27.84	\$28.95
14	Annual	\$48,781.44	\$50,740.44	\$52,758.84	\$54,866.04	\$57,077.52	\$59,333.40	\$61,706.76
	Monthly	\$4,065.12	\$4,228.37	\$4,396.57	\$4,572.17	\$4,756.46	\$4,944.45	\$5,142.23
	Hourly	\$23.45	\$24.39	\$25.36	\$26.38	\$27.44	\$28.53	\$29.67
15	Annual	\$49,998.48	\$51,957.48	\$54,094.56	\$56,261.28	\$58,517.04	\$60,817.44	\$63,250.08
	Monthly	\$4,166.54	\$4,329.79	\$4,507.88	\$4,688.44	\$4,876.42	\$5,068.12	\$5,270.84
	Hourly	\$24.04	\$24.98	\$26.01	\$27.05	\$28.13	\$29.24	\$30.41
16	Annual	\$51,245.04	\$53,293.08	\$55,445.04	\$57,641.40	\$59,941.80	\$62,316.24	\$64,808.88
	Monthly	\$4,270.42	\$4,441.09	\$4,620.42	\$4,803.45	\$4,995.15	\$5,193.02	\$5,400.74
	Hourly	\$24.64	\$25.62	\$26.66	\$27.71	\$28.82	\$29.96	\$31.16

**SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
CLASSIFIED BARGAINING UNIT SALARY SCHEDULE
7.00% Increase Effective July 1, 2022**

RANGE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
17	Annual	\$52,521.36	\$54,628.68	\$56,840.16	\$59,081.04	\$61,440.72	\$63,904.20	\$66,460.44
	Monthly	\$4,376.78	\$4,552.39	\$4,736.68	\$4,923.42	\$5,120.06	\$5,325.35	\$5,538.37
	Hourly	\$25.25	\$26.26	\$27.33	\$28.40	\$29.54	\$30.72	\$31.95
18	Annual	\$53,842.20	\$56,008.92	\$58,235.04	\$60,520.56	\$62,969.28	\$65,521.80	\$68,142.60
	Monthly	\$4,486.85	\$4,667.41	\$4,852.92	\$5,043.38	\$5,247.44	\$5,460.15	\$5,678.55
	Hourly	\$25.89	\$26.93	\$28.00	\$29.10	\$30.27	\$31.50	\$32.76
19	Annual	\$55,192.80	\$57,389.16	\$59,689.44	\$62,063.88	\$64,601.76	\$67,124.64	\$69,809.52
	Monthly	\$4,599.40	\$4,782.43	\$4,974.12	\$5,171.99	\$5,383.48	\$5,593.72	\$5,817.46
	Hourly	\$26.54	\$27.59	\$28.70	\$29.84	\$31.06	\$32.27	\$33.56
20	Annual	\$56,558.04	\$58,843.68	\$61,173.48	\$63,637.08	\$66,174.84	\$68,801.64	\$71,553.72
	Monthly	\$4,713.17	\$4,903.64	\$5,097.79	\$5,303.09	\$5,514.57	\$5,733.47	\$5,962.81
	Hourly	\$27.19	\$28.29	\$29.41	\$30.59	\$31.81	\$33.08	\$34.40
21	Annual	\$57,953.04	\$60,297.96	\$62,702.16	\$65,180.64	\$67,822.20	\$70,552.80	\$73,374.84
	Monthly	\$4,829.42	\$5,024.83	\$5,225.18	\$5,431.72	\$5,651.85	\$5,879.40	\$6,114.57
	Hourly	\$27.86	\$28.99	\$30.15	\$31.34	\$32.61	\$33.92	\$35.28
22	Annual	\$59,422.32	\$61,826.52	\$64,290.12	\$66,857.64	\$69,528.84	\$72,333.72	\$75,227.16
	Monthly	\$4,951.86	\$5,152.21	\$5,357.51	\$5,571.47	\$5,794.07	\$6,027.81	\$6,268.93
	Hourly	\$28.57	\$29.72	\$30.91	\$32.14	\$33.43	\$34.78	\$36.17
23	Annual	\$60,891.60	\$63,340.32	\$65,878.08	\$68,534.52	\$71,265.24	\$74,129.52	\$77,094.72
	Monthly	\$5,074.30	\$5,278.36	\$5,489.84	\$5,711.21	\$5,938.77	\$6,177.46	\$6,424.56
	Hourly	\$29.27	\$30.45	\$31.67	\$32.95	\$34.26	\$35.64	\$37.06
24	Annual	\$62,435.04	\$64,942.92	\$67,554.96	\$70,211.40	\$73,046.28	\$75,954.84	\$78,993.12
	Monthly	\$5,202.92	\$5,411.91	\$5,629.58	\$5,850.95	\$6,087.19	\$6,329.57	\$6,582.76
	Hourly	\$30.02	\$31.22	\$32.48	\$33.76	\$35.12	\$36.52	\$37.98
25	Annual	\$63,993.24	\$66,560.76	\$69,231.96	\$71,962.68	\$74,856.84	\$77,869.20	\$80,984.04
	Monthly	\$5,332.77	\$5,546.73	\$5,769.33	\$5,996.89	\$6,238.07	\$6,489.10	\$6,748.67
	Hourly	\$30.77	\$32.00	\$33.28	\$34.60	\$35.99	\$37.44	\$38.93
26	Annual	\$65,595.96	\$68,208.12	\$70,953.60	\$73,803.00	\$76,711.80	\$79,798.56	\$82,990.56
	Monthly	\$5,466.33	\$5,684.01	\$5,912.80	\$6,150.25	\$6,392.65	\$6,649.88	\$6,915.88
	Hourly	\$31.54	\$32.79	\$34.11	\$35.48	\$36.88	\$38.36	\$39.90
27	Annual	\$67,213.68	\$69,914.64	\$72,719.64	\$75,658.08	\$78,656.04	\$81,831.72	\$85,105.08
	Monthly	\$5,601.14	\$5,826.22	\$6,059.97	\$6,304.84	\$6,554.67	\$6,819.31	\$7,092.09
	Hourly	\$32.31	\$33.61	\$34.96	\$36.37	\$37.82	\$39.34	\$40.92
28	Annual	\$68,935.32	\$71,665.92	\$74,574.72	\$77,498.28	\$80,614.92	\$83,865.12	\$87,219.72
	Monthly	\$5,744.61	\$5,972.16	\$6,214.56	\$6,458.19	\$6,717.91	\$6,988.76	\$7,268.31
	Hourly	\$33.14	\$34.45	\$35.85	\$37.26	\$38.76	\$40.32	\$41.93
29	Annual	\$70,671.48	\$73,476.60	\$76,414.92	\$79,472.16	\$82,647.96	\$85,957.56	\$89,395.92
	Monthly	\$5,889.29	\$6,123.05	\$6,367.91	\$6,622.68	\$6,887.33	\$7,163.13	\$7,449.66
	Hourly	\$33.98	\$35.33	\$36.74	\$38.21	\$39.73	\$41.33	\$42.98
30	Annual	\$72,437.76	\$75,316.92	\$78,344.28	\$81,446.04	\$84,740.64	\$88,094.64	\$91,618.32
	Monthly	\$6,036.48	\$6,276.41	\$6,528.69	\$6,787.17	\$7,061.72	\$7,341.22	\$7,634.86
	Hourly	\$34.83	\$36.21	\$37.67	\$39.16	\$40.74	\$42.35	\$44.05
31	Annual	\$74,218.44	\$77,186.76	\$80,288.40	\$83,523.84	\$86,847.96	\$90,335.40	\$93,948.84
	Monthly	\$6,184.87	\$6,432.23	\$6,690.70	\$6,960.32	\$7,237.33	\$7,527.95	\$7,829.07
	Hourly	\$35.68	\$37.11	\$38.60	\$40.16	\$41.75	\$43.43	\$45.17
32	Annual	\$76,088.40	\$79,130.88	\$82,321.56	\$85,616.28	\$88,999.92	\$92,606.28	\$96,310.44
	Monthly	\$6,340.70	\$6,594.24	\$6,860.13	\$7,134.69	\$7,416.66	\$7,717.19	\$8,025.87
	Hourly	\$36.58	\$38.04	\$39.58	\$41.16	\$42.79	\$44.52	\$46.30

**SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
CLASSIFIED BARGAINING UNIT SALARY SCHEDULE
7.00% Increase Effective July 1, 2022**

RANGE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
33	Annual	\$77,973.36	\$81,104.64	\$84,325.08	\$87,738.36	\$91,226.04	\$94,876.92	\$98,671.92
	Monthly	\$6,497.78	\$6,758.72	\$7,027.09	\$7,311.53	\$7,602.17	\$7,906.41	\$8,222.66
	Hourly	\$37.49	\$38.99	\$40.54	\$42.18	\$43.86	\$45.61	\$47.44
34	Annual	\$79,961.88	\$83,137.80	\$86,462.16	\$89,920.08	\$93,526.44	\$97,236.60	\$101,126.04
	Monthly	\$6,663.49	\$6,928.15	\$7,205.18	\$7,493.34	\$7,793.87	\$8,103.05	\$8,427.17
	Hourly	\$38.44	\$39.97	\$41.57	\$43.23	\$44.96	\$46.75	\$48.62
35	Annual	\$81,950.52	\$85,200.72	\$88,643.64	\$92,161.08	\$95,841.36	\$99,685.32	\$103,672.56
	Monthly	\$6,829.21	\$7,100.06	\$7,386.97	\$7,680.09	\$7,986.78	\$8,307.11	\$8,639.38
	Hourly	\$39.40	\$40.96	\$42.62	\$44.31	\$46.08	\$47.93	\$49.84
36	Annual	\$83,983.92	\$87,382.20	\$90,840.12	\$94,461.24	\$98,245.80	\$102,178.56	\$106,265.64
	Monthly	\$6,998.66	\$7,281.85	\$7,570.01	\$7,871.77	\$8,187.15	\$8,514.88	\$8,855.47
	Hourly	\$40.38	\$42.01	\$43.67	\$45.41	\$47.23	\$49.12	\$51.09
37	Annual	\$86,091.12	\$89,578.68	\$93,110.76	\$96,865.56	\$100,724.16	\$104,746.08	\$108,935.88
	Monthly	\$7,174.26	\$7,464.89	\$7,759.23	\$8,072.13	\$8,393.68	\$8,728.84	\$9,077.99
	Hourly	\$41.39	\$43.07	\$44.76	\$46.57	\$48.43	\$50.36	\$52.37
38	Annual	\$88,213.44	\$91,775.04	\$95,455.68	\$99,269.64	\$103,217.40	\$107,372.88	\$111,667.68
	Monthly	\$7,351.12	\$7,647.92	\$7,954.64	\$8,272.47	\$8,601.45	\$8,947.74	\$9,305.64
	Hourly	\$42.41	\$44.12	\$45.89	\$47.73	\$49.62	\$51.62	\$53.69
39	Annual	\$90,454.20	\$94,075.32	\$97,800.36	\$101,748.12	\$105,844.08	\$110,044.08	\$114,445.92
	Monthly	\$7,537.85	\$7,839.61	\$8,150.03	\$8,479.01	\$8,820.34	\$9,170.34	\$9,537.16
	Hourly	\$43.49	\$45.23	\$47.02	\$48.92	\$50.89	\$52.91	\$55.02
40	Annual	\$92,710.20	\$96,435.12	\$100,234.32	\$104,271.00	\$108,485.88	\$112,789.68	\$117,301.20
	Monthly	\$7,725.85	\$8,036.26	\$8,352.86	\$8,689.25	\$9,040.49	\$9,399.14	\$9,775.10
	Hourly	\$44.57	\$46.36	\$48.19	\$50.13	\$52.16	\$54.23	\$56.39
41	Annual	\$95,025.24	\$98,824.44	\$102,787.08	\$106,897.80	\$111,127.32	\$115,639.08	\$120,264.72
	Monthly	\$7,918.77	\$8,235.37	\$8,565.59	\$8,908.15	\$9,260.61	\$9,636.59	\$10,022.06
	Hourly	\$45.69	\$47.51	\$49.42	\$51.39	\$53.43	\$55.60	\$57.82
42	Annual	\$97,414.68	\$101,273.16	\$105,384.00	\$109,584.00	\$113,962.20	\$118,533.00	\$123,274.32
	Monthly	\$8,117.89	\$8,439.43	\$8,782.00	\$9,132.00	\$9,496.85	\$9,877.75	\$10,272.86
	Hourly	\$46.83	\$48.69	\$50.67	\$52.68	\$54.79	\$56.99	\$59.27
43	Annual	\$99,863.40	\$103,855.56	\$107,981.16	\$112,344.48	\$116,811.60	\$121,486.32	\$126,345.72
	Monthly	\$8,321.95	\$8,654.63	\$8,998.43	\$9,362.04	\$9,734.30	\$10,123.86	\$10,528.81
	Hourly	\$48.01	\$49.93	\$51.91	\$54.01	\$56.16	\$58.41	\$60.74
44	Annual	\$102,371.40	\$106,437.72	\$110,697.00	\$115,119.60	\$119,735.16	\$124,513.68	\$129,494.40
	Monthly	\$8,530.95	\$8,869.81	\$9,224.75	\$9,593.30	\$9,977.93	\$10,376.14	\$10,791.20
	Hourly	\$49.22	\$51.17	\$53.22	\$55.35	\$57.56	\$59.86	\$62.26
45	Annual	\$104,894.28	\$109,094.28	\$113,472.36	\$117,998.88	\$122,747.76	\$127,645.32	\$132,751.08
	Monthly	\$8,741.19	\$9,091.19	\$9,456.03	\$9,833.24	\$10,228.98	\$10,637.11	\$11,062.59
	Hourly	\$50.43	\$52.45	\$54.55	\$56.73	\$59.01	\$61.37	\$63.82
46	Annual	\$107,506.32	\$111,825.12	\$116,292.12	\$120,952.08	\$125,805.00	\$130,821.12	\$136,054.08
	Monthly	\$8,958.86	\$9,318.76	\$9,691.01	\$10,079.34	\$10,483.75	\$10,901.76	\$11,337.84
	Hourly	\$51.69	\$53.76	\$55.91	\$58.15	\$60.48	\$62.89	\$65.41
47	Annual	\$110,207.28	\$114,615.12	\$119,171.16	\$123,979.56	\$128,951.28	\$134,100.84	\$139,464.84
	Monthly	\$9,183.94	\$9,551.26	\$9,930.93	\$10,331.63	\$10,745.94	\$11,175.07	\$11,622.07
	Hourly	\$52.98	\$55.10	\$57.29	\$59.61	\$62.00	\$64.47	\$67.05
48	Annual	\$112,953.00	\$117,479.28	\$122,154.12	\$127,081.32	\$132,171.60	\$137,439.96	\$142,937.76
	Monthly	\$9,412.75	\$9,789.94	\$10,179.51	\$10,590.11	\$11,014.30	\$11,453.33	\$11,911.48
	Hourly	\$54.30	\$56.48	\$58.73	\$61.10	\$63.54	\$66.08	\$68.72

**SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
CLASSIFIED BARGAINING UNIT SALARY SCHEDULE
7.00% Increase Effective July 1, 2022**

RANGE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
49	Annual	\$115,787.40	\$120,417.72	\$125,211.36	\$130,257.12	\$135,496.08	\$140,883.12	\$146,518.56
	Monthly	\$9,648.95	\$10,034.81	\$10,434.28	\$10,854.76	\$11,291.34	\$11,740.26	\$12,209.88
	Hourly	\$55.67	\$57.89	\$60.20	\$62.62	\$65.14	\$67.73	\$70.44
50	Annual	\$118,666.56	\$123,430.44	\$128,342.76	\$133,507.32	\$138,864.84	\$144,385.56	\$150,160.92
	Monthly	\$9,888.88	\$10,285.87	\$10,695.23	\$11,125.61	\$11,572.07	\$12,032.13	\$12,513.41
	Hourly	\$57.05	\$59.34	\$61.70	\$64.19	\$66.76	\$69.42	\$72.19
51	Annual	\$121,634.76	\$126,517.32	\$131,548.32	\$136,861.32	\$142,337.52	\$148,021.56	\$153,942.48
	Monthly	\$10,136.23	\$10,543.11	\$10,962.36	\$11,405.11	\$11,861.46	\$12,335.13	\$12,828.54
	Hourly	\$58.48	\$60.83	\$63.24	\$65.80	\$68.43	\$71.16	\$74.01
52	Annual	\$124,677.00	\$129,678.48	\$134,843.04	\$140,289.48	\$145,884.48	\$151,702.08	\$157,770.12
	Monthly	\$10,389.75	\$10,806.54	\$11,236.92	\$11,690.79	\$12,157.04	\$12,641.84	\$13,147.51
	Hourly	\$59.94	\$62.35	\$64.83	\$67.45	\$70.14	\$72.93	\$75.85
53	Annual	\$127,793.52	\$132,913.68	\$138,196.92	\$143,791.92	\$149,550.12	\$155,501.28	\$161,721.36
	Monthly	\$10,649.46	\$11,076.14	\$11,516.41	\$11,982.66	\$12,462.51	\$12,958.44	\$13,476.78
	Hourly	\$61.44	\$63.90	\$66.44	\$69.13	\$71.90	\$74.76	\$77.75
54	Annual	\$131,013.96	\$136,238.04	\$141,684.48	\$147,368.52	\$153,275.16	\$159,389.52	\$165,765.12
	Monthly	\$10,917.83	\$11,353.17	\$11,807.04	\$12,280.71	\$12,772.93	\$13,282.46	\$13,813.76
	Hourly	\$62.99	\$65.50	\$68.12	\$70.85	\$73.69	\$76.63	\$79.69
55	Annual	\$134,279.04	\$139,636.44	\$145,216.56	\$151,078.80	\$157,104.12	\$163,366.92	\$169,901.52
	Monthly	\$11,189.92	\$11,636.37	\$12,101.38	\$12,589.90	\$13,092.01	\$13,613.91	\$14,158.46
	Hourly	\$64.56	\$67.13	\$69.82	\$72.63	\$75.53	\$78.54	\$81.68

CSEA Employees receive a 3.5% longevity increase at the completion of 15 years of service.

CSEA Employees receive an additional 3.5% longevity increase at the completion of 20 years of service.

CSEA Employees receive an additional 3.5% longevity increase at the completion of 25 years of service.

CSEA Employees receive an additional 3.5% longevity increase at the completion of 30 years of service.

Approved by the Governing Board: February 13, 2023

Southwestern College
CLASSIFIED EMPLOYEE EVALUATION RUBRICS

Factor	Exceeds Expectations	Satisfactory	Needs Improvement	Unsatisfactory
<p>Work Knowledge</p> <p>Demonstrates understanding of work practices, policies/ procedures and methods, including equipment maintenance and operation.</p>	Excellent, thorough understanding and application of policies/procedures and job functions.	Good understanding and application of policies/ procedures and job functions.	Some understanding of policies/procedures and job functions, but requires additional training.	Lacks understanding of policies/procedures and job functions. May be unwilling or unable to learn necessary skills.
<p>Judgment</p> <p>Soundly interprets regulations, policies and standards; makes sound decisions with limited guidance.</p>	Consistently thinks logically and rapidly; analyzes the problem and arrives at a sound conclusion.	Acceptable judgment in use of common sense and logical processes. Minimal assistance needed in analysis and decision making.	Needs assistance in analysis of problems and decision making.	Fails to use common sense and consider obvious facts in making decisions. Usually makes wrong decision.
<p>Dependability</p> <p>Reliably follows instructions, completing assignments and achieving expected results.</p>	Completely dependable. Uses work time in a highly responsible and productive manner.	Usually dependable. Uses work time in a responsible and productive manner.	Occasionally unreliable. Sometimes fails to utilize work time in a responsible and productive manner.	Unreliable. Does not use work time in a responsible and productive manner.
<p>Initiative</p> <p>Initiates tasks or special projects, often in the absence of directions, or takes action to improve work methods and procedures. Seeks additional responsibility.</p>	Anticipates problems and consistently creates solutions for improving procedures or products. Seeks additional responsibilities.	Recognizes problems and suggests solutions. On occasion seeks additional responsibilities.	May recognize problems but does not suggest solutions. Seldom seeks additional responsibilities.	Does not recognize or take responsibility for reporting or solving problems. Does not seek additional responsibilities.
<p>Attitude</p> <p>Demonstrates a positive attitude about the job through working practices and work relationships with others. Adapts to change/challenges.</p>	<p>Consistently respects and is respected by co-workers. Is highly cooperative and helpful.</p> <p>Consistently demonstrates willingness and ability to successfully adapt to changing demands.</p>	<p>Gets along well with co-workers. Values positive working relationships.</p> <p>Demonstrates willingness and ability to successfully adapt to changing demands.</p>	<p>At times has difficulty with relationships with co-workers, contributing to a negative or unproductive work environment.</p> <p>Somewhat reluctant or unable to adapt to changing demands.</p>	<p>Consistently has difficulty when dealing with others.</p> <p>Does not adapt well to change or challenges.</p>
<p>Quality of Work</p> <p>Demonstrates thoroughness, neatness, accuracy and completeness of work.</p>	Work is of excellent quality; tasks are completed thoroughly and accurately.	Work quality is average, with minimum errors.	Work quality is below average with numerous errors.	Work quality is substandard or incomplete.

Southwestern College
CLASSIFIED EMPLOYEE EVALUATION RUBRICS

Factor	Exceeds Expectations	Satisfactory	Needs Improvement	Unsatisfactory
<p>Volume of Work</p> <p>Consistently produces work within established schedules and deadlines that fully meet job requirements and guidelines.</p>	Volume of output is exceptional and Industrious; does more than is required. Consistently meets deadlines.	Work output meets job requirements. Usually meets deadlines.	Work output is just enough to get by. Improvement necessary. Seldom meets deadlines.	Insufficient output; slow; usually behind in work. Does not meet deadlines.
<p>Attendance</p> <p>Reports to work as scheduled and on time; complies with standards for attendance, rest periods and meal periods.</p>	Is punctual; never late or absent without good cause.	Occasionally late or absent but usually with good reason.	Absent or late often. Absences and tardiness impact work performance.	Is chronically late or absent.
<p>Work Organization</p> <p>Determines appropriate work sequence, methods and techniques to complete assignments; organize tasks efficiently to satisfy work requirements.</p>	Excellent organizational skills, with a focus on developing and following effective routines and procedures, and on identifying priorities.	Organizational skills are good, with procedures developed and followed for routine tasks. Tasks are prioritized.	Lacks organizational skills, even with some routine tasks. Requires regular supervision to develop and accomplish priorities.	Work is not acceptable; Unable to organize/prioritize.
<p>Communications</p> <p>Presents ideas clearly and concisely, either orally or in writing; demonstrates understanding of practices, procedures and instruction.</p>	Excellent oral and written communications skills using clear, precise, and grammatically correct language.	Good oral and written communication skills using clear and precise language.	Is inconsistent or ineffective in the demonstration of oral and written communications skills.	Lacks oral and written communication skills.
<p>Safety</p> <p>Observes and promotes established safety rules and precautions, including equipment operation and handling of hazardous materials.</p>	Excellent, thorough understanding and application of safety policies/procedures.	Good understanding and application of safety policies/procedures.	Some understanding of safety policies/procedures, but requires additional training.	Lacks understanding of safety policies/procedures.
<p>Leadership of Others</p> <p>Trains new employees, coordinates activities, explains work methods and procedures, assigns tasks, checks work and anticipates deadlines.</p>	Demonstrates outstanding leadership by personal example. Excels at inspiring and training employees/student workers to perform.	Demonstrates good leadership. Inspires and trains employees to perform.	A marginal leader. Shows little interest or concern with inspiring or training employees.	Demonstrates poor leadership. Shows no interest or concern with inspiring or training employees.

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same term as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of a Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with a least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employee's rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT

EMPLOYEE GRIEVANCE FORM

Employee Name _____ Department _____

Immediate Supervisor/Designee _____ Date of Incident _____

Date of Informal Discussion _____ Date of Oral Response _____

State the Contract Articles and Sections alleged to have been violated _____

Employee's factual statement of incident, alleged violation and grievance. Provide all facts necessary to support your position. *(Attach second sheet if necessary).*

State full relief/remedy/action you believe is required to resolve your grievance.

Employee's Signature _____ Date _____

<p>I. Response of Next Higher Administrator/Designee: (due within 7 days after receipt)</p>	<p>Date of Receipt: Date of Response: Grievance Resolved: Grievance Denied:</p>
<p>II. Response of Superintendent/President/Designee: (due within 10 days after receipt)</p>	<p>Date of Receipt: Date of Response: Grievance Resolved: Grievance Denied:</p>
<p>III. Finding of Arbitrator:</p>	<p>Date of Receipt: Date of Board Meeting: Date of Decision:</p>

- NOTES:**
1. *Attach all responses to this form.*
 2. *Make two copies of all responses: One for employee and one for the District.*
 3. *Time is of the essence at every step.*

MEMORANDUM OF UNDERSTANDING**Regarding Compliance with AB119
NEW EMPLOYEE ORIENTATIONS**

**Between
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA) AND ITS
SOUTHWESTERN CHAPTER 524
and
The SOUTHWESTERN COMMUNITY COLLEGE DISTRICT (COLLEGE DISTRICT)
December 4, 2017**

The passage of Assembly Bill 119 has added requirements for public employers to give access to new employee orientations and provide contact information to exclusive representatives on all bargaining unit members. This Memorandum of Understanding (hereinafter, "MOU") represents the parties' understanding related to the bargaining unit information which CSEA will receive. The MOU is entered into by and between the Southwestern Community College District (hereinafter, "College District") and the California School Employees Association and its Southwestern Chapter #524 (hereinafter, "CSEA")

1. COLLEGE DISTRICT NOTICE TO CSEA OF NEW HIRES

- a. Provide CSEA With Notice of New Hires: The College District shall provide the CSEA with notice of any newly hired employee whose position falls under CSEA's representation, on the 1st and 15th of every month, via electronic mail. The notice shall include full legal name, date of hire, job title, and work location. Should the 1st or 15th fall on a holiday or weekend, notice shall be provided on the following business day or as soon as reasonably possible.
- b. Definition of a Newly Hired Employee: "Newly hired employee" or "new hire" means any employee, whether permanent, full time, or part time, hired by the College District, and who is still employed. It also includes all employees who are or have been previously employed by the College District and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, for purposes of this agreement only, the "date of hire" is the date upon which the employee's employee status changed such that the employee was placed in the CSEA unit. Information will only be provided on those employees who reasonably may fall under CSEA representation.

2. NEW EMPLOYEE ORIENTATION

- a. Definition of New Employee Orientation: "New employee orientation" means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.
- b. Provide CSEA with Access to New Employee Orientations: The College District shall provide CSEA access to its new employee orientations. Such access shall be limited to no more than 15 minutes of the orientation process. CSEA shall receive not less than ten (10) days' notice in advance of an orientation, except that a shorter notice may be provided as agreed upon and in specific instances where there is an urgent need critical to the College District's operations that was not reasonably foreseeable. Orientation sessions may include individual (one-on-one) new hire meetings with a Human Resources representative, a site administrator, and/or group orientation sessions.

- c. On-boarding orientations may occur at any time subject to College District needs, but will typically occur on the day following the monthly Board meetings if that day is a business day and if new employees are on the Board's agenda. This on-boarding orientation procedure will begin during the Spring term 2018. When more than one employee is on-boarded, the orientation may be a group orientation and CSEA will have group access, rather than individual access. Orientations will not be delayed or cancelled due to inability or failure of CSEA representatives to attend. New employees are not compelled to attend the portion of the orientation accessed or conducted by CSEA.
- d. The College District agrees to hold a minimum of **two (2)** orientation sessions during the academic year. CSEA shall be granted 30 minutes paid release time for one (1) representative, to make a presentation at the orientation. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation.
- e. The orientation sessions shall be held on College District property.
- f. Upon request of CSEA, during CSEA's orientation session, no College District manager, supervisor, or non-unit employee shall be present.
- g. New Hire Information Packet: The College District shall include the CSEA membership application (and a CSEA-provided link for an electronic application where applicable) in any employee orientation packet of District materials that is provided to any newly hired employee. CSEA shall provide the copies of any CSEA literature/membership applications to the College District for distribution.

3. EMPLOYEE INFORMATION

- a. Provide CSEA With New Hire Contact Information: On the last business day of each month, the College District shall provide to CSEA, via a mutually agreeable secure format, the name and contact information on the new hires, except that personal contact information restricted under Government Code section 6254.3 may be withheld upon an employee's written request to maintain such information privately. This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the College District.
- b. The information shall be provided electronically via a mutually agreeable secure FTP format and shall include the following items, with each field in its own column:
 - a. First Name;
 - b. Middle Initial;
 - c. Last Name;
 - d. Suffix (e.g. Jr., III);
 - e. Job Title I Classification;
 - f. Department;
 - g. Primary Worksite Name;
 - h. Work Telephone Number;
 - i. Home Street Address (Incl. Apartment #);
 - j. City;
 - k. State;
 - l. ZIP Code (5 or 9 Digits);
 - m. Home Telephone Number (10 Digits);
 - n. Personal Cellular Telephone Number (10 Digits);
 - o. Personal Email Address of the Employee;

- p. Last Four Numbers of the Social Security Number;
 - q. Birth Date;
 - r. Employee ID;
 - s. CalPERS Status; ("Y" if in CalPERS /" N" if not in CalPERS)
 - t. Hire Date.
- c. Periodic Update of Contact Information: The College District shall also provide CSEA with a list of all bargaining unit members' names and contact information described above on, or within three (3) business days of, the last working day of September, January, and May. The information shall be provided to CSEA, via a mutually agreeable secure FTP site or service.
- d. The home addresses and telephone numbers of the College Police Officers and Campus Service Officers in the Bargaining Unit of Southwestern Chapter 524 will not be provided and will be exempt from the required information.

4. GRIEVANCE AND ARBITRATION PROCEDURE

Any disputes arising under this agreement will be resolved through the grievance process. If compulsory interest arbitration, as required by AB 119 (2017) becomes necessary, the parties shall mutually select an arbitrator for this purpose. Arbitration costs will be equally split between the College District and CSEA.

5. **SAVINGS CLAUSE:** If during the life of the Agreement there exists any applicable law, rule, regulation or order issued by governmental authority, other than the College District, which shall render invalid or restrain compliance with or enforcement of any provision contained within this Agreement, it shall not invalidate any unaffected remaining portion(s). The remaining portion(s) shall continue in full force and effect. Upon written notification by one of the Parties to the other, any portion of the Agreement that is invalidated in accordance with this Article may be opened for negotiations within thirty (30) days of the invalidation.

6. DURATION

This agreement shall become effective July 1, 2017, and shall continue in effect up to and including June 30, 2020, and renew automatically if not reopened in writing by either party prior to renewal. This agreement will go into effect subject to the ratification of both parties and shall not have retroactive effects.

Signed this 4th day of **December 2017**.

For CSEA and its Southwestern Chapter 524:

Matt Millus, CSEA Chapter 524 President

For the College District

Robert A. Unger, Esq.
Vice President for Human Resources

Joni Collin, CSEA Labor Representative

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT CLASSIFIED RECLASSIFICATION PROCEDURES

Section 14.1 of the 2012-2015 C.S.E.A. Contract defines a reclassification as the “moving of a position to a different class as a result of the change of duties and/or responsibilities being performed by the incumbent in such positions.” In accordance with Contract provisions (see Article XIV), the bargaining unit may annually propose positions for reclassification. Additionally, management, within the same timelines, may propose to reclassify bargaining unit positions. When bargaining unit positions are proposed for reclassification, the Contract provides that there shall be “mutual input” between the District and C.S.E.A. (See Section 14.3).

APPLICATION PROCEDURE

Requests for reclassification shall be submitted on the District form **Reclassification Request and Questionnaire**. The form shall be accompanied by the current job description and any other material deemed pertinent to the request. Such requests should be submitted to the Human Resource Operations Office.

1. Bargaining Unit Employee-Initiated Request

Employee-initiated requests for reclassification shall be submitted to the Human Resources Operations Office after the “Employee” and “Supervisor’s Review” sections on the “Reclassification Request and Questionnaire” form have been completed **and after cognizant Vice President has reviewed.**

2. Non-Bargaining Unit Employee-Initiated Request

Non-bargaining unit employee requests for reclassification shall be submitted to the Human Resources Operations Office after the “Employee” and “Supervisor’s Review” sections of the “Reclassification Request and Questionnaire” form have been completed **and after cognizant Vice President has reviewed.**

3. Supervisor-Initiated Request

Supervisor-initiated requests for employee reclassification shall be submitted to the Human Resources Operations Office after the “Employee” and “Supervisor’s Review” sections of the “Reclassification Request and Questionnaire” form have been completed **and after cognizant Vice President has reviewed.**

REVIEW AND RECOMMENDATION PROCESS

1. Bargaining Unit Employee

- a. The Human Resources Operations Office shall accumulate all requests and submit requests to an **external** classification consultant employed by the college.
- b. The Reclassification Review Committee shall be comprised of the Director of Human Resources, the Vice President for Human Resources, the C.S.E.A. President, and a member selected by the C.S.E.A. President.
- c. The administrative appointee shall not have a direct reporting relationship to any of the employees being considered for reclassification. No committee members shall be in a position to directly benefit from any recommendations of the committee.

Non-Bargaining Unit Employee

- a. The Vice President for Human Resources shall accumulate all requests and forward to an **external** classification consultant employed by the college.
- b. The Reclassification Review Committee for non-bargaining unit positions shall be comprised of the Director of Human Resources, the Vice President for Human Resources and two (2) non-bargaining unit Classified employees selected by their unit.
- c. The administrative appointee shall not have a direct reporting relationship to any of the employees being considered for reclassification. No committee members shall be in a position to directly benefit from any recommendations of the committee.

RECLASSIFICATION PROCESS

The reclassification process shall consist of the following steps to be performed by the consultant:

1. Determine whether a request meets the definition for a reclassification.
2. Review the written **Reclassification Request and Questionnaire** form.
3. Analyze the duties of the position as presently structured.
4. Conduct interviews with employees, supervisors, and vice presidents.
5. Review comparable positions.

The consultant's preliminary recommendations for reclassification should be forwarded to the Reclassification Review Committee.

APPEAL PROCESS

After an employee is notified of the Reclassification Review Committee's recommendations, he/she may file an appeal if they do not agree with the recommendation. The Reclassification Review Committee and the consultant will hear the appeal and render a decision. The decision by the Reclassification Review Committee shall be final.

RECOMMENDATION PROCEDURES

1. The Reclassification Review Committee shall forward its recommendations to the Superintendent/President. Recommendations for reclassification require consensus of all members of the committee and shall be made within the designated timelines. The recommendations shall include a listing of those who were approved for reclassification, as well as those who were denied.
2. The Superintendent/President shall review and recommend to the Governing Board those reclassifications, which are deemed to be appropriate. **Final authority to approve reclassifications rests with the Governing Board.**

**APPENDIX G: CLASSIFICATIONS EXCLUDED FROM
NOTIFICATION REQUIREMENT**

COMING SOON!

