



*STATE CENTER
COMMUNITY COLLEGE DISTRICT
AND
ITS
CALIFORNIA
SCHOOL EMPLOYEES ASSOCIATION
CHAPTER NO. 379
AGREEMENT*

JULY 1, 2006 – JUNE 30, 2009

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**ARTICLE 1
TERM OF AGREEMENT**

This agreement between the State Center Community College District (hereinafter referred to as "District"), its successor and/or affiliates and the California School Employees Association, Chapter 379 (hereinafter referred to as "CSEA") is effective on the later of July 1, 2006 or upon ratification and shall remain in full force and effect until the later of the close of the workday June 30, 2009, or until a successor agreement is in effect.

This Agreement shall supersede and cancel all previous agreements both written and oral.

**ARTICLE 2
RECOGNITION**

The District recognizes the CSEA as the sole and exclusive representative of those members of the bargaining unit enumerated in the certification by Public Employment Relations Board and the parties to this Agreement voluntarily agree not to seek a change in the unit during the term of the Agreement and shall make good faith efforts to resolve new or changed position designation disputes prior to such disputes being submitted to the Public Employment Relations Board for decision.

The classification of Human Resources Personnel Assistant, Human Resources Personnel Technician, Human Resources/MIS Data Researcher, Administrative Assistant to the Fresno City College Vice President Administrative Services and District Office Payroll positions of: Account Clerk III, Account Tech II, Account Tech I and Benefits Specialist, shall hereafter be deemed a confidential position not contained within the bargaining unit represented by the Exclusive Representative CSEA.

**ARTICLE 3
SEVERABILITY**

Savings Clause: If, during the life of this Agreement, any law or any order issued by a court or other tribunal of Competent Jurisdiction other than the District, shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provisions shall be inoperative so long as such law or order shall remain in effect, but all other provisions of this Agreement shall not be affected thereby and shall continue in full force and effect. In the event of suspension or invalidation of any Article or Section of this Agreement, the parties shall meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

**ARTICLE 4
SUPPORT OF AGREEMENT**

During the term of this Agreement, the District agrees not to negotiate with any other organization, any individual unit member, any association officer, or any CSEA staff representative on matters about which CSEA is the exclusive representative and which is within its scope of representation. CSEA agrees to negotiate only with the representative officially designated by the District to act on its behalf and agrees neither CSEA, its officers or agents will attempt to negotiate privately nor individually with the Board, any individual Board member, or any person not officially designated by the Board as its representative.

CSEA and the District will make good faith attempts to resolve any issues or differences which arise from time to time between the parties.

**ARTICLE 5
EFFECT OF AGREEMENT**

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state law, and that in the absence of specific provisions in this Agreement, such practices and procedures are discretionary with the District.

**ARTICLE 6
WAIVER CLAUSE**

- A. This Agreement shall constitute the full and complete commitment between both parties. This Agreement may be altered, changed, added to, deleted from, or modified, only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- B. Except as otherwise provided in this Agreement, the District and CSEA expressly waive and relinquish the right to bargain collectively on any matter:
 - 1. Whether or not specifically referred to or covered in this Agreement;
 - 2. Even though not within the knowledge or contemplation of either party at the time of negotiations;
 - 3. Even though during negotiations the matters were proposed and later withdrawn.
- C. All federal and state laws or rules, mandatory affecting classified employees and not included in this contract will have the same force and effect as those spelled out in full.

- D. Any additions or changes in this Agreement shall not be effective unless reduced to writing and properly ratified and signed by both parties.
- E. The Board shall have the exclusive right to determine the impacts and effects of matters outside the scope of representation as permitted by the Educational Employment Relations Act.

ARTICLE 7
DISTRICT/CSEA RELATIONS - CSEA RIGHTS

California School Employees Association Chapter 379 shall have the following rights:

- A. CSEA shall have the right of access to bargaining unit members outside of their assigned duties; i.e., before and after work hours, at meal and break periods and at other times with the approval of the immediate supervisor.
- B. CSEA may use bulletin boards designated for its use in appropriate places located on campus and at off-campus facilities. All items to be posted shall be officially authorized by the CSEA chapter president, and shall bear the date of posting and the date of removal. A copy shall be provided to the Chancellor, the College Presidents and Vice Chancellor North Centers prior to posting.

CSEA is limited to the use of no more than one-fourth (1/4) of any one designated bulletin board at any one time.

- C. CSEA communications placed in staff mailboxes shall bear the letterhead of CSEA and the date of distribution. Only those communications officially authorized by the CSEA chapter president shall be placed in staff mailboxes. A copy of each communication shall be provided to the Chancellor and to the College Presidents. CSEA shall be provided without charge a mailbox at each college and shall be permitted reasonable use of the school mail system.
- D. CSEA shall be supplied quarterly with a list of all bargaining unit classified employees within the bargaining unit upon written request each time each academic year. The list shall contain the name, present classification, date of hire, home address, and home telephone number.
- E. CSEA shall pay for its own supplies whenever the use of District equipment is approved for producing CSEA materials. CSEA shall pay a reasonable fee for such use. The fee shall be established by the College administration and shall be the same fee charged for all non-District materials, comparable to commercial fees. District requirements shall at all times have priority over that of CSEA.

- F. Upon written request, CSEA will be granted the use of facilities for meeting purposes without charge, depending upon availability of space, and the District shall provide space for one (1) file cabinet at Reedley College and one (1) file cabinet at Fresno City College. CSEA agrees to hold the District harmless against damage, loss, or destruction of the file cabinet or its contents.
- G. Materials and data available to the public shall also be available to CSEA pursuant to the Public Records Act.
- H. Members shall not be given time off work for meetings of CSEA unless approved by the Chancellor or his/her designee.
- I. District shall provide CSEA with either one (1) set of books or electronic copy of Board Policies and Administrative Regulations. During the term of the Agreement, District will provide to CSEA any changes, additions, alterations, or deletions to Board Policies and Administrative Regulations.
- J. District shall furnish CSEA with one (1) copy of all official Board minutes, and one (1) copy of each Board agenda "packet," excluding all confidential information or materials as defined by applicable law.
- K. CSEA shall furnish annually, and update as required, a list of all officials and representatives authorized to act on CSEA's behalf. The list shall show name, title, campus location, and campus phone contact. District agrees to grant authorized officials and representatives access to college campuses to transact official CSEA business.
- L. Released Time: CSEA is limited to six (6) hours of released time per month for each 100 employees represented within the unit. Each time a designee is to be released from his/her job assignment, the designee shall complete an absence report and have it approved by his/her immediate supervisor. In order for the designee to be released, he/she shall give his/her immediate supervisor a prior day's notice before leaving his/her work station. The CSEA President shall authorize the designee who may request released time and shall notify the District Associate Vice Chancellor, Human Resources and the designee's immediate supervisor prior to the released time. If the designee is taking released time to assist an employee with a grievance, the designee shall notify the supervisor of the employee that he/she is assisting prior to giving any assistance. In cases of bonafide emergencies necessitating CSEA assistance, the designee shall be released.

CSEA and the Associate Vice Chancellor, Human Resources, shall serve as designees for the purposes of such release time.

CSEA shall have the right to designate members, the number to be determined by the ground rules, who shall be given mutually agreed upon released time to participate in meet and negotiate sessions.

- M. If, at the request of the District, a CSEA designee is participating in a District convened shared governance meeting, or attending a Board of Trustees or Personnel Commission meeting, release time is to be granted outside of that specified in this article.

ARTICLE 8 ORGANIZATIONAL SECURITY

DUES AND AGENCY FEES

- A. CSEA shall have the right to have membership dues, initiation and service fees deducted for employees in the bargaining unit.
- B. The District shall deduct, in accordance with the CSEA Dues and Service Fee Schedule provided to the District, dues from the wages of all employees who are members of CSEA on the date of execution of this Agreement, and who have submitted dues deduction authorization forms to the District.
- C. The District shall deduct dues, in accordance with the CSEA Dues and Services Fee Schedule, from the wages of all employees who, after the date of this Agreement, become members of the CSEA and submit a dues authorization form.
- D. All employed unit members who are not CSEA members and who elect not to initiate a dues deduction authorization form shall pay service fees in an amount no greater than the current CSEA dues. The service fees must not support Association activities beyond the Association's representational obligations. Any dispute between an employee and the Association over the amount of the service fees must be expedited by the Association and must be consistent with current law. Such service fees may be paid by submitting a service fees deduction authorization form to the District, by direct annual payment to the CSEA by October 1st of any school year in lieu of having such fees deducted, or by involuntary deduction from wages pursuant to Education Code Section 88167(b) which is the sole remedy in this Article for failure to voluntarily pay the service fees.
- E. New employees, within thirty (30) days from the commencement of actual employment, must submit a dues or service fee deduction authorization form, or shall pay an amount no greater than the current CSEA dues directly to the CSEA. Failure to do either shall mean involuntary deduction from wages pursuant to Education Code Section 88167(b) which is the sole remedy in this Article for failure to voluntarily pay the service fees.
- F. Notwithstanding any other provision of this Article, any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership in, or financially support any employee organization as a condition of employment; except that such employee is required, in lieu of payment of dues or service fees to CSEA, to pay sums equal to such service fee to a nonreligious, nonlabor organization, charitable fund exempt from taxation

under Section 501(c)(3) of Title 26 of the Internal Revenue Code, and chosen by such employee from the following list of such funds:

1. State Center Community College District Foundation.

Proof of payment to any fund shall be made on an annual basis to the CSEA.

Any dispute over the eligibility of an employee under this Provision F shall be resolved at any step in the following procedure: (1) investigation by the association; (2) meeting(s) between the association and the employee; (3) meeting(s) involving the district, the Association and the employee; and (4) the Grievance Procedure of this Agreement.

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

ARTICLE 9 SICK LEAVE

Members of the bargaining unit employed by the District 40 hours per week and 12 months per year shall be entitled to twelve (12) days (96 hours) leave of absence for illness or injury, exclusive of days they are not required to render service. Day, as used in this Article, means the employee's regularly assigned work-day, exclusive of overtime.

Members of the bargaining unit employed full time for 40 hours per week, but less than a full fiscal year are entitled to a proportion of 12 days or 96 hours leave of absence for illness or injury as the number of months he/she is employed bears to 12. Example: a 40 hour per week 12-month employee earns one day (8 hours) of sick leave per month. Therefore, a 40 hour per week ten-month employee will earn 10/12 of 12 days or ten 8-hour days (80 hours) of sick leave per fiscal year.

Members of the bargaining unit employed 12 months per year, but less than 40 hours per week are entitled to that proportion of 12 days or 96 hours leave of absence for illness or injury as the number of hours he/she is employed per week bears to 40. Example: a 40 hour per week 12 month employee earns 96 hours of sick leave per year. Therefore, a 30 hour per week 12-month employee will earn 30/40 or 75% of 96 hours or 72 hours of sick leave per fiscal year.

When such persons are employed for less than a full fiscal year of service and less than 40 hours per week, the preceding paragraphs shall determine that proportion of absence for illness or injury to which they are entitled. Example: a 30 hour per week and 10 month employee would earn $\frac{3}{4}$ of 8 hours per month which is 6 hours for each of the 10 months worked.

If for any reason it is impossible to report for work, the employee shall notify his/her supervisor or the designated alternate as soon as possible, but not later than thirty (30) minutes after the reporting time. Persons absent because of illness shall inform their supervisor in a timely manner as to when they expect to return to work.

Pay for any hour(s) or day(s) of illness or injury need not be accrued prior to taking such leave by the employee and such leave may be taken at any time during the employee's assigned work year. Probationary employees of the District shall not be eligible to take more than six (6) days, or the proportionate amount to which they may be eligible under paragraphs 1 and 2. The rate of pay for sick leave shall be at the same rate the employee would have received had he/she worked that day.

An employee who has been with the District for five years or more, has received advanced sick leave payment, and does not return to active employment during the year the sick leave was advanced long enough to earn the sick leave that was advanced will not be required to make any repayment of the advanced sick leave.

An employee who has worked for the District less than five years, has received advanced sick leave payment, and does not return to active employment during the year the sick leave was advanced will have his/her case reviewed individually to determine if repayment will be requested.

Except where otherwise provided by law, medically verified pregnancy disability shall be treated the same as any illness absence.

If a member of the bargaining unit does not take the full amount of leave allowed in any year, the amount not taken shall be accumulated from year to year.

Any employee who does not use Sick Leave or Personal Necessity leave during an entire fiscal year (July 1 – June 30) shall accrue one additional day of sick leave for use in any subsequent school year.

Members of the bargaining unit absent due to illness for more than three (3) consecutive assigned work days may be required to submit a medical release from a Health Care Provider to their immediate supervisor prior to being permitted to return to work. The medical release shall certify that the employee is capable of performing the duties required of his/her regular position. A member absent for more than five (5) work days shall notify the District of his/her approximate return date.

"Health Care Provider" means:

- A. doctors of medicine or osteopathy authorized to practice medicine or surgery by the state in which the doctor practices; or
- B. podiatrists, dentists, clinical psychologists, optometrists and chiropractors (limited to manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice, and performing within the scope of their practice, under state law

At the discretion of the District, members of the bargaining unit may be required to submit to a medical examination by a Health Care Provider selected and paid for by the District.

A member who has been employed by some other school district for a period of one calendar year or more and who terminates such employment for the sole purpose of accepting a position in this

District and who subsequently accepts within one year of such termination of his/her former employment a position with this District, and upon employee request, shall have transferred with him/her all of the unused accumulated sick leave. If the member is in a probationary status he/she may not use more than six (6) days or the prorated amount to which he/she may be entitled to under paragraphs 1, 2, and 5 of this Article.

All sick leave rights or accumulations shall be canceled when a member severs all official connection with the District as an employee, except that accumulated leave may be transferred to a subsequent employing district upon employee written request. Upon retirement any accumulated sick leave shall be credited toward a member's retirement, except as otherwise provided by law. (G.C. 20963)

During the first three (3) months of each fiscal year each member shall be provided with a current accounting of his/her accumulated sick leave.

Upon medical verification by a physician and after exhaustion of all paid leave; i.e., sick leave, accumulated vacation and accumulated compensatory time, a member of the classified service who is ill or injured will be paid one-half of his/her actual salary up to ninety (90) calendar days from the sixth day of absence, except that a person on continuing sick leave shall receive such pay providing half pay is preceded by at least five (5) days of continuing illness and absence. Beginning with the 91st day of illness or injury absence, members with one (1) or more years of service are eligible for District provided Long-Term Disability Insurance in accordance with Article 30. A member may request an unpaid health leave of absence while on Long-Term Disability Insurance.

After exhaustion of all paid sick leave, and ninety (90) days from the first day of absence, a member with two (2) years of service or more may be placed on unpaid leave upon request and with the approval of the Board of Trustees. The unpaid leave may not exceed twelve (12) months. (See Article 14.)

Members who take time off during the workday for medical or dental appointments shall utilize sick leave for this purpose or, with permission of the supervisor, be allowed the alternative of making up all or a portion of the time on the same day. Members who have a one (1) hour lunch period may use up to one-half (1/2) hour to make up the time lost.

If there exists a reasonable belief that abuse of any sick leave has occurred, as a condition of paid sick leave, an employee may be requested to submit a statement or other acceptable verification from a District selected licensed Health Care Provider physician of District's choice. Statement or other acceptable verification to be submitted within five days of a request to the Associate Vice Chancellor.

A member may apply time when he/she is absent because of illness to unused vacation time. In such an instance, an employee may request consideration at the time of absence to have the absence

applied against vacation time rather than sick leave. The minimum sick leave shall be one (1) hour. Leaves in excess of one (1) hour shall be charged in increments of thirty (30) minutes.

Quarantine: All regular classified employees are entitled to receive full salaries when quarantined by City or County health officials because of another's illness. Such quarantine must be verified by a physician or health official.

Catastrophic Leave

Catastrophic leave is sick leave that is donated by unit members for the benefit and use of a fellow unit member who has been absent from work for an extended period of time due to medical necessity. A unit member may only be granted catastrophic leave when he/she has exhausted all leaves available to them as identified in the collective bargaining contract.

Catastrophic leave is to be awarded on a case-by-case basis with the mutual agreement of the District and the President of CSEA Chapter #379 or their respective designees. Bargaining unit members may donate accumulated and unused eligible leave credits to another bargaining unit member when the bargaining unit member (Donatee) suffers from a medical condition consistent with the provisions set forth below.

A. Definitions:

1. **Catastrophic Illness or Injury:** Catastrophic illness or injury means an illness that is expected to incapacitate the bargaining unit member for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking such extended time off from work creates a financial hardship for the employee because he/she has exhausted all of his/her sick leave and other paid time off.
2. **Eligible Leave Credits:** Eligible leave credits means vacation and sick leave accrued to the donating employee.

B. Eligibility Criteria: Eligible leave credits may be donated to a fellow unit member who has verified that he/she is suffering a medical condition that qualifies them to apply for catastrophic leave if all of the following requirements are met:

1. The employee who is, or whose family member is suffering from a catastrophic illness or injury requests that eligible credits be donated and provides verification of the catastrophic illness or injury by a licensed California physician.
2. The governing board determines and agrees that the employee is unable to work due to the employee's or his/her family member's catastrophic illness or injury.
3. The unit member has exhausted all accrued paid leave credits provided for by the collective bargaining agreement.

C. Request for Donations: Request for donations to the Catastrophic Leave Bank shall be solicited by a joint announcement of the District and CSEA Chapter #379.

D. Deposits to the Catastrophic Leave Bank:

1. If the transfer of eligible leave credits is approved by the governing board, any unit member may, upon written notice to the governing board, donate eligible leave credits at a minimum of eight hours, and in one hour increments thereafter.
2. No unit member may donate sick leave credits unless he/she has a minimum of fifteen (15) equal days of leave accrued.
3. The unit member, at his/her option, may donate only the available accrued days above fifteen (15) days.
4. All transfers of eligible leave credits are irrevocable. If the donated leave is not used, the donated leave is lost by both the donor and the donee.
5. No sick leave credit may be transferred or donated to the bank after the member (donor) has submitted his/her intent to retire or resign.

E. Withdrawals from the Catastrophic Leave Bank:

1. A unit member who receives paid sick leave pursuant to this provision shall use any such leave credits that he/she continues to accrue on a monthly basis prior to receiving paid catastrophic leave credits.
2. The maximum amount of donated credit that may be used by one individual under this section shall be ninety (90) work days within a twelve (12) month period.
3. Catastrophic leave credits shall not be used for illness or injury which qualify for worker's compensation benefits.
4. Credits shall not be considered available leave for the purposes of qualifying for PERS retirement disability.
5. For a member to be eligible to withdraw out of the bank in the event of catastrophic incident for a particular fiscal year, that member must have donated a minimum of 8 hours/1 day of sick leave to the catastrophic leave

bank during the period of July 1 through August 31 of that particular fiscal year.

F. Applicant's Responsibility: The unit member who is eligible for the use of catastrophic leave shall apply in writing to the Associate Vice Chancellor of Human Resources or his/her designee in the following manner:

1. The request for leave shall be in writing and submitted to the Associate Vice Chancellor of Human Resources or his/her designee when it is apparent to the employee that his/her existing leave will be exhausted before they will be able to return to work.
2. The requesting employee shall attach a physician's statement verifying that the member is unable to return to work due to their medical condition and/or the medical condition of the family member. The statement must also verify that the employee's condition will likely continue to incapacitate the employee for an extended period of time.

G. District Responsibility:

1. The District and CSEA shall jointly request donations for the Catastrophic Leave Bank, at any time the account balance diminishes below forty (40) eligible leave credits.
2. The District shall maintain the Catastrophic Leave Bank and provide forms for employees to use who wish to donate credits to the bank.
3. The distribution of the leave credits shall be approved by the Associate Vice Chancellor of Human Resources or his/her designee and the President of CSEA Chapter #379.

ARTICLE 10 INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

A member suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a leave of up to sixty (60) working days in any one 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.

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 normal wages for the day.

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, he/she shall be entitled to use that amount of his/her 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.

Any time an employee on Industrial Accident or Illness leave is able to return to an unrestricted work schedule, as verified by a licensed physician, he/she shall be reinstated in an equivalent position without loss of accumulated longevity benefits or seniority.

ARTICLE 11 PERSONAL NECESSITY LEAVE

A member may elect to use accumulated sick leave, not to exceed seven (7) days in any fiscal year, for personal necessities. The following reasons allow a member to take personal necessity leave:

- A. The death of a member of the immediate family when additional leave is required beyond that provided in Article 12 and any other leave approved by the Chancellor or his/her designee.
- B. Accident or occurrence, involving his/her person or property or the person or property of a member of his/her immediate family. Immediate family has the same meaning as provided in Article 12.
- C. Appearance in any court or before any administrative tribunal as a litigant.
- D. Illness or injury requiring hospitalization, transportation or personal care by the employee of a member of his/her immediate family.
- E. Upon completion of an initial six-month (6-month) probation period, two (2) of the seven (7) days may be granted for any reason deemed appropriate by the member. Prior approval of the supervisor is necessary. In no case will there be more than two (2) employees off at any one time in any one work unit under this paragraph.

Certification of personal necessity leave shall be made on the leave form provided by the District and signed by the member.

**ARTICLE 12
BEREAVEMENT LEAVE**

The District agrees to provide members, without loss of salary or other benefits, leave of absence not to exceed three (3) working days if in-state distance traveled is less than 300 miles one way, four (4) working days if in-state distance traveled is more than 300 miles one way, or five (5) working days if out-of-state travel is required, per occurrence on account of death of any member of the employee's immediate family.

"Member of the immediate family" as used in this section, means the mother, father, grandmother, grandfather or grandchild of the member or of the member's spouse, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, or any relative in the immediate household of the member, or step-mother, step-father, step-daughter, or step-son.

The District agrees to provide bargaining unit members with one (1) day [eight '8' hours] bereavement leave per year without loss of salary or other benefits upon the death of a friend or relative not listed in preceding paragraph or other than immediate family may be used in one-hour (1-hour) increments.

An unpaid extension of bereavement leave may be requested by a member as out-lined in Article 13.

**ARTICLE 13
LEAVE OF ABSENCE WITHOUT PAY**

Section 1. Unpaid Leave:

A member may request up to a total of ten (10) days leave without pay per year. Accrual of vacation and sick leave benefits will continue during time off. Utilization of this provision requires prior approval by the immediate supervisor.

Section 2. Personal Leave:

Any member with two (2) years or more of service may be granted a leave not to exceed one (1) year for a specific reason deemed appropriate by the Board and at the convenience of the District.

Any such leave granted shall be without pay or other benefits granted members. Any personal health or life insurance carried by the member through the District may, with the carrier's and District's approval, be continued at the expense of the member on personal leave. Members shall not accrue sick leave, vacation, holiday or time in service to be applied toward longevity, step increases or anniversary increments.

ARTICLE 14
UNPAID HEALTH LEAVE OF ABSENCE

Upon exhaustion of all paid leaves, a member with two (2) or more years of service may, at the discretion of the Board, be granted a leave of absence, without compensation, for health reasons for a period not to exceed one (1) year. At the end of one (1) year, a member may request to be placed on a thirty-nine (39) month reemployment list.

Certification acceptable to the District of the need for such unpaid leave, or proof of illness, must be provided by a licensed physician.

Members on such unpaid leave shall not accrue sick leave, vacation, holiday time, or time in service to be applied toward longevity, step increases, or anniversary increments.

Any such unpaid leave granted, however, shall not count as a break in continuity of service to the District.

The District will continue to provide employee group medical insurance, with the exception of long-term disability insurance, for up to one (1) year after utilization of all paid leaves for employees who have been employed two (2) years or more and who become disabled due to accident or illness. Illness or injury will be determined by the District insurance carrier for Long-Term Disability. To be eligible the employee is required to request continuance of insurance benefits and pay the employee portion of the premium to the District prior to the first day of each month. A member of the bargaining unit, upon exhaustion of health leave of absence, may elect to continue District benefits, excluding Long-Term Disability and Life Insurance, provided the member pays the monthly COBRA premium beginning with the first month following the end of the leave.

ARTICLE 15
MILITARY LEAVE OF ABSENCE

Members shall be granted Military Leave in accordance with the provisions of the State of California Education Code and of the Military and Veterans' Code.

ARTICLE 16
LEAVE OF ABSENCE FOR STUDY

A. Eligibility

Members who have completed five (5) consecutive years of service in regular status with the District will be eligible to apply for a leave of absence for study purposes. The granting of such leave shall be entirely discretionary with the District. When a study leave has been authorized and taken, an additional five (5) years of service, after return to duty from the last leave, must be completed before another study leave may be granted. Any leave granted and taken under this rule will not constitute a break in service for any

purpose, but the leave time shall not count toward eligibility for a future study leave.

B. Length

Study leave can be for any period of time not to exceed one (1) year and may be taken in any time increments as approved by the District, but must be completed within three (3) years after the initial part of the leave was commenced. If the leave is not continuous, the service performed between the leave intervals shall be credited toward future study-leave eligibility.

C. Compensation

If a leave is granted under this Article, the employee will be paid one-half (1/2) what his/her salary or wage would have been had he/she not been on leave. To qualify the employee shall use all accumulated vacation prior to being eligible for pay.

Compensation shall be paid as follows:

1. If the member does not provide a bond as determined by the District or provide a written statement indicating that he/she will serve at least two (2) years (or a two-to-one [2-1] ratio, if leave is taken for a semester only, thereby requiring service of two (2) consecutive semesters) with the District upon return from leave, the agreed to compensation shall be paid in two (2) equal annual installments during the first two (2) years of service to the District following return to duty after termination of leave.
2. If the member provides the required bond or submits a written document, approved by the District, the member will be paid the agreed-upon compensation in the same manner as if he/she were in active service with the District. If the member fails to complete two (2) years of service for the District following return from leave, except as provided below, he/she may be required to refund to the District a prorated portion of any compensation received while on leave.
3. If a member has provided a bond or written agreement and fails to complete the required two (2) years of service because of his/her death or physical or mental disability, the bond or conditions of the agreement shall be exonerated in the same manner as if the required service had been performed.

D. Procedure

The member must file an application with the District for a leave of absence under this Article and must outline:

1. His/her work history with the District (e.g., positions held and length of service in each).

2. Length of leave requested and time period in which the leave will be completed if granted.
3. The purpose for which the leave is requested. The application must include the complete course of study to be pursued, institution giving the courses, costs involved, degree or other credits to be granted, and pertinent data.
4. Service, if any, to be performed by the member for the District during the leave.
5. The benefits to be derived by the District by the granting of the leave.
6. Willingness by the member to provide a bond to the District for at least two (2) years after termination of the leave.
7. Willingness to provide the District evidence or to make satisfactory study progress at agreed intervals during the leave. Failure to provide such evidence or to make satisfactory progress may, at the option of the District, result in the immediate cancellation of the leave. Furthermore, the unit member agrees to refund any monies paid pursuant to this Article if it is determined by the District that the employee has not used the leave for its designated purpose and/or has failed to make satisfactory progress toward the goals established in the application.
8. An agreement by the member that he/she will report any employment during the leave to the Personnel Director, who shall determine whether conflicts exist with the purpose of the leave.

ARTICLE 17 LEAVE OF ABSENCE FOR RETRAINING

In the event that the Board acts to abolish positions in the classified service and to create new positions because of automation, technological improvements, or for any other reasons, it may provide for the retraining of displaced members in accordance with this Article.

- A. To be eligible for retraining leave, a member must:
1. have served in the District at least two (2) consecutive years preceding the granting of leave;
 2. be serving in a position which the District abolishes, or show that the retraining will clearly benefit the District;
 3. indicate a willingness to undergo the prescribed retraining program; and
 4. indicate a willingness to serve the District for at least two (2) years after successful completion of the retraining program.

- B. The District shall prescribe the retraining program and may provide the program internally or designate the institution or place where the retraining program is to be conducted.
- C. The District shall grant reimbursement of the costs, including tuition fees, to any member who satisfactorily completes approved training to improve his/her job knowledge, ability or skill. Programs eligible for reimbursement shall include, but not be limited to, courses of study at approved academic institutions, seminars and training institutes conducted by recognized professional associations, and conferences, meetings and such other training programs as are designed to upgrade the classified service and to encourage retraining of members who may otherwise be subject to layoffs as the result of technological changes. Provisions of this section shall not apply to any member who is receiving training and is eligible for reimbursement by any other governmental agency, organization or association.
- D. Any leave granted and taken under this should not constitute a break in service.
- E. Employee shall receive one-half (1/2) pay.

**ARTICLE 18
ENROLLMENT IN COLLEGE COURSES**

On either a reduced pay or an adjusted work schedule basis, a member may request permission to take a college course during his/her regularly scheduled work day. Approval of such a request shall be contingent upon the following conditions:

- A. The course will improve the member's service to the District.
- B. Additional funds will not be required.
- C. Classes taken during regular work hours will be approved by the immediate supervisor if the following conditions are met:
 - 1. the class is related to the employee's work assignment as determined and approved by the supervisor; or,
 - 2. the class is required for the degree the employee is seeking;
 - 3. adjusted hours shall be made up within the same week during which they are taken;
 - 4. under no circumstances shall two (2) or more employees take classes on an adjusted work schedule basis, and be gone from the work unit at the same time;
 - 5. in the case of requests which meet the above criteria and where two (2) employees in the same work unit have applied for the same hours of released time, seniority shall prevail.

- D. The maximum number of adjusted work hours per week which may be allowed is five (5), except, when a single class requires more than five (5) hours, a maximum of ten (10) hours may be requested.
- E. The amount of reduced pay shall be proportionate to the time taken from the regular work week.
- F. A unit member enrolling in College District Courses shall be eligible for a waiver of enrollment fees on a space availability basis, except that the unit member shall be required to reimburse the College/District if the member receives a grade of D, F, incomplete or withdrawal and the District is authorized through automatic payroll deduction to charge back any waived enrollment fees for failure to maintain a grade of C or better.

ARTICLE 19 JURY DUTY

When regularly called for jury duty in the manner provided by law, members shall be granted a leave of absence without loss of pay for the time the employee is required to perform jury duty. Any hours spent on jury duty shall be deducted from the assigned work hours daily. Unit members assigned to work the shift beginning after 3 p.m. shall not be required to report for duty at the employee's next scheduled work shift for the number of hours actually provided for jury duty service. Following such jury duty service the employee shall notify his/her immediate supervisor within one-half hour of release from jury duty service or as soon thereafter as possible the number of verified hours served on jury duty service. The immediate supervisor shall arrange the employee's scheduled work hours in accordance with department needs.

Request for Jury Service Leave should be made by presenting as soon as possible the official court summons to jury service to the member's immediate supervisor and to the District payroll office through regular administrative channels.

Reimbursement to the District of any monies earned as a juror, except mileage, shall be made by the member.

A member called for jury duty shall not be encouraged in any way to seek exemption from such duty nor shall he/she be discriminated against in any way for not seeking such exemption. However, the Vice Chancellor or his designated representative may discuss the practicality of seeking exemption or delay, as may be permitted by any applicable statute or rule, with the employee when acceptance would tend to materially disrupt District operations.

Members are required to work for any period of their daily work schedule during which jury duty services are less than eight hours or their regularly scheduled shift.

The District may require verification of jury duty time prior to, or subsequent to, providing jury duty compensation.

Leave of absence shall be granted to any employee who has been served a subpoena to appear as a witness in a court case. Request for leave of absence to serve as a witness would be made by presenting the official court summons to the supervisor. The length of the leave granted shall be for the number of days in attendance in court as certified by the clerk or other authorized officer of the court. The employee shall receive full pay during the leave period, provided that the witness fee is filed with the District. The witness fee assigned to the District does not include the Court's reimbursement to the employee for transportation expenses.

ARTICLE 20 HOLIDAY SCHEDULE

Each year the Board of Trustees shall determine the holiday schedule. The Board shall provide eleven (11) paid holidays for all bargaining unit members. Employees in unpaid status on the last Friday prior to the last Monday in May and continuing through July 31, shall not receive pay for Memorial Day and Independence Day.

All new employees shall not be paid for a holiday preceding their first day of employment. An employee leaving the classified service must be in a paid status the day succeeding the holiday to receive compensation for the holiday.

Bargaining unit members whose employment terminates the day preceding a holiday shall not receive compensation for the holiday.

Classified employees shall be given a holiday on every day appointed by the President, or by the Governor of this State, as a public fast, Thanksgiving, or holiday.

For employees in the bargaining unit who have satisfactorily completed six (6) months of service, four (4) additional holidays shall be granted. The board shall determine placement of these holidays.

For employees whose workweek is defined as Tuesday through Saturday or Wednesday through Sunday and a holiday falls on both a Friday and a Monday (e.g. Lincoln's and Washington's Birthdays), the employee will be given the option subject to the approval of the supervisor, to make up the Saturday workday or the Saturday/Sunday workdays on the preceding Monday or Monday and Tuesday should the worksite be closed on those employee's work days.

Members of the bargaining unit normally employed less than eight (8) hours per day and less than five (5) days per week are entitled to that proportion of paid holidays as the number of hours they normally work bears to forty (40) hours per week.

ARTICLE 21 EMPLOYEE EVALUATIONS

Each immediate supervisor under whom the regular classified employee has served for sixty (60) working days or more during any rating period, shall evaluate the employee by means of a

performance evaluation.

- A. The following schedule shall be followed for the completion of the performance evaluation:
1. For regular probationary employees at the end of the second and fifth months of service.
 2. For all regular permanent employees: at least once each year.
 3. For any regular employee at the time a critical incident (which beneficially or adversely affects the public service) occurs. Such a performance evaluation is considered a legitimate record of the District's continuing appraisal of its employees.
 4. The employee may request a follow up meeting to review the performance ratings with the Evaluator and Union representative if the evaluation states discipline is likely to occur. Such a review meeting shall be scheduled with the Evaluator in advance of a mutually acceptable time but in no event beyond five (5) work days.
 5. The employee shall have the right to respond to any performance evaluation within five (5) business days of the date she/he received the evaluation or the date a review meeting was conducted pursuant to section 4 above.
- B. The following procedure shall be adhered to in regard to performance evaluation reports:
1. The performance evaluation reports shall be completed by the employee's immediate supervisor.
 2. The reports shall be completed on forms prescribed by the District.
 3. Upon completing the performance evaluation report, the immediate supervisor shall present it to the employee and give him/her an opportunity to discuss it.
 4. The employee shall then sign the report in order to indicate his/her receipt and he/she shall retain a signed copy. In the event the employee is no longer supervised by the person preparing the evaluation, it may be delivered by mail.
- C. When a classified employee of the District assumes the duties and responsibilities of a higher classification on a temporary basis for at least one (1) month, one or more performance evaluations will be completed for that period of time and will be retained in his/her personnel file. No voluntary transfers may take place during a unit member's probationary period.

Members of the bargaining unit shall be provided with copies of any derogatory written material ten (10) work-days before it is placed in the employee's personnel file. The member shall be given an opportunity during normal working hours for release time not to exceed one (1) hour exclusive of travel time and without loss of pay to review the personnel file, and initial and date the material within the time period prior to its being placed in the personnel file. The employee shall have the right to attach a written response to his/her evaluation. Employee evaluations are not subject to the

provisions of Article 26.

The District agrees that member personnel files shall be kept in confidence and shall be available for inspection only to management designated employees of the District when actually necessary in the proper administration of the District's affairs or the supervision of the employee. All documents concerning a member shall be kept in the official personnel file at the District Office. A file kept in the campus personnel office shall be an exact duplicate of the official personnel file.

- D. A unit member shall be permitted to review, upon request and reasonable notice, his/her personnel file. Except as otherwise provided herein such review shall not normally be permitted during the unit member's duty hours.
- E. Reviewable material shall not include ratings, reports, or records which:
 - 1. Were obtained prior to the employment of the unit member involved;
 - 2. Were prepared by identifiable examination committee members; or
 - 3. Were obtained in connection with a promotional opportunity.
- F. Release time for review of a personnel file is granted only in instances where derogatory material is to be filed.
- G. Employees must be given written notification before any information of a derogatory nature is placed in their personnel file. Information of a derogatory nature shall not be entered or filed in the unit member's personnel file until such unit member is given written notice of such material. Following such notice, the unit member shall have ten (10) work days to review and have attached thereon the unit member's comments relative to such derogatory material.
- H. At the request of the employee, such review shall take place during normal business hours without loss of compensation, but shall not exceed one (1) hour, excluding travel time.

ARTICLE 22 TRANSFERS-WORK LOCATION

Work location is defined as Fresno City College, Reedley College, North Centers, District Office, Career and Technology Center or any such other work location as may be developed. Police Officer's work location is that of the geographical area of the District. Transfer of members from one work location to another on a temporary basis may be initiated by the District's management at any time such transfer is judged to be in the best interest of the District but shall not exceed thirty (30) days without written consent of the employee. The unit member affected by such transfer shall be given notice as soon as administratively practicable and a conference will be held between the appropriate management person and the unit member in order to discuss the reasons for the transfer.

The job site transfer process is not subject to the provisions of the grievance article of this agreement

unless the transfer exceeds thirty (30) days without the employee's written permission.

Mileage: Any member of the bargaining unit assigned to a temporary work location shall be entitled to mileage reimbursement upon submission of proper verification forms to the immediate supervisor for up to ninety (90) work days. Any mileage compensation shall be compensated by the reimbursement rate established by the Board. Mileage reimbursement shall be limited to any increase in mileage resulting from the difference between employee's home and regular work site and employee's home and temporary work site.

Mileage for Police Officers: Police officers shall be entitled to mileage reimbursement upon submission of proper verification forms to the immediate supervisor. Any mileage compensation shall be compensated by the reimbursement rate established by the Board. Mileage reimbursement shall be limited to any increase in mileage from the work site location closest to the police officer employee's home and travel to the assigned work site. Mileage between the police officer employee's home and closest work site location is not reimbursable. The District reserves the right to assign police officers to different District work locations in its sole discretion.

Example: If the distance from a police officer employee's home to the Reedley College campus is 15 miles and the police officer is assigned to Fresno City College which is 20 miles from the police officer employee's home, the officer would be entitled to five miles of mileage reimbursement each way. If on the other hand the distance from home to the Reedley College campus is 15 miles and the officer is assigned to the Reedley College campus, the officer would not be entitled to any mileage reimbursement.

ARTICLE 23 EQUAL EMPLOYMENT OPPORTUNITY

The District agrees to comply with the applicable federal and state laws. (This paragraph is not included in the grievance process.) CSEA shall have the right to appoint one (1) member to the District Equal Employment Opportunity Committee or its equivalent to the extent such Committee is required under federal law. Complaints brought under the guise of equal employment opportunity, discrimination and/or harassment will not be addressed through the grievance process. Such complaints will be addressed through the process available in the District's Board Policy or any other such relief as provided by law.

ARTICLE 24
DISTRICT CSEA CONSULTATION COMMITTEE

District and CSEA agree that communications involving administration of this contract, excluding grievances, and/or negotiable matters, may be facilitated by consultation meetings. The committee shall consist of up to three (3) members from each party.

Either party may request a consultation meeting where it is believed that a resolution of a problem or problems may be feasible.

The party requesting such a meeting shall submit an agenda with sufficient detail to allow an understanding of the problem to be discussed or resolved; and, the date, place, and time requested. The receiving party shall, within three (3) work days, notify the requesting party of agreement or non-agreement to the meeting. Meetings shall be held at times agreeable to both parties. Minutes shall be approved at the next meeting by both parties.

Orientation sessions on this agreement for bargaining unit employees will be held during regular working hours; time, date and place to be determined by District-CSEA Consultation Committee.

ARTICLE 25
MANAGEMENT RIGHTS AND RESPONSIBILITIES

CSEA recognizes and agrees that the Board, on its own behalf and on behalf of the electors of the District, retains and reserves unto itself, limited only by Articles of this Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it, expressed or implied, by the laws and the Constitution of the State of California and of the United States.

CSEA recognizes and agrees that the exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, 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 to the Constitution and laws of the State of California and the Constitution and laws of the United States.

CSEA recognizes and agrees that the District's powers, rights, authority, duties and responsibilities include, but without limiting the generality of the foregoing, the exclusive right to manage, plan, organize, staff, direct and control; to decrease and increase the work force; to establish and change standards; to determine solely the extent to which the facilities of any department therefore shall be operated, and the outside purchase of products or services (such purchases of products or services shall not be the reason for a reduction in present allocated positions held by members); the right to introduce new, or improved methods and facilities; and, to otherwise take any action desired to run the entire operation efficiently, except as modified by this Agreement.

CSEA recognizes and agrees that the District retain its rights to amend, modify, or suspend policies and practices referred to in this Agreement in case of emergency. Emergency to be defined as: an act of God, a natural disaster, or other dire interruption of the District's programs. When an emergency is declared, District shall immediately notify and consult with CSEA. The determination of whether or not an emergency exists is solely within the discretion of the Board.

The District may contract out bargaining unit work as permitted by statute and to the extent such contracting out of unit work does not violate the Education Code or the Educational Employment Relations Act.

ARTICLE 26 GRIEVANCE PROCEDURE

Purpose: To provide an orderly procedure for reviewing and resolving grievances promptly.

Section 1. Definitions

- A. "Grievance" is a formal written allegation by a grievant that there has been a violation, misapplication, or misinterpretation of any provision of this Agreement. It is the intent of the parties to review and resolve grievances at the lowest possible administrative level.

Other matters for which a specific method of review is provided by law, by policies, rules and regulations of the Board of Trustees, or by the administrative regulations and procedures of this District are not within the scope of this Article.

- B. A "grievant" may be any member or members of the bargaining unit covered by the terms of this Agreement.
- C. A "day" (for the purposes of this grievance policy) is any day on which the central administrative office of the State Center Community College District is open for business.
- D. The "immediate supervisor" is the first administrator having immediate jurisdiction over the grievant--not within the same bargaining unit as the grievant.

Section 2. Time Limits

- A. A grievant who fails to comply with the established time limits at any step shall forfeit all rights to further application of this Grievance Procedure relative to the grievance in question.
- B. Failure of the District to respond within established time limits to any step entitles the grievant to proceed to the next step.
- C. Time limits and steps may be waived by mutual written consent of the parties.

Section 3. Other Provisions

- A. Employees have the right to present grievances to their employer and have such grievances adjusted without intervention of the exclusive representative as long as the adjustment:
 - 1. does not constitute a violation of this Agreement;
 - 2. occurs before mutual agreement between the employer and exclusive representative to refer the matter to the PERB;
 - 3. is not involved in a failure of the employer or exclusive representative of that unit to comply with agreed-to procedures necessitating a court order to enforce compliance;
 - 4. has not previously been adjusted under the above procedures; and
 - 5. provided the employer has submitted a copy of the grievance and the proposed resolution to the exclusive representative, and the exclusive representative has been permitted ten (10) work days to file a response with the employer prior to a final decision.
- B. "Application" -- Grievances as defined in this Agreement in Article 26, Section 1, shall be brought only through this procedure.
- C. "Grievance Processing - Limits" -- The grievance procedure must be invoked within thirty (30) days of the time the grievance or alleged grievance could reasonably have become known to the member.
- D. Unit Member Legal Rights -- Nothing contained herein shall deny to any unit member his/her rights under state or federal constitution laws.
- E. Any grievance involving all District employees may begin at Level III.

Section 4. Informal Discussion - Oral

Informal Discussion-Oral: Within thirty (30) days of the time a unit member knew or reasonably should have known of an alleged grievance, the unit member, either directly or accompanied by the CSEA representative, "grievance chairperson," or designee, shall orally discuss with his/her immediate supervisor the alleged grievance. Within five (5) days, the immediate supervisor shall give his/her oral response.

Section 5. Formal Level:

- A. Level I:
 - 1. Within five (5) work days of the oral response, if the grievance is not resolved, it shall be stated in writing on the "Statement of Grievance" form as provided by the District (and shown as Exhibit "C" of this Agreement), signed by the grievant, and presented to his/her supervisor or designee.

2. The supervisor or designee shall communicate his/her decision to the unit member in writing within five (5) days after receiving the grievance.
3. Within the above time limits, either the grievant or the immediate supervisor or designee may request a personal conference with the other party.

B. Level II:

1. In the event the grievant is not satisfied with the decision at Level I, he/she may appeal the decision on the appropriate form to the college president, appropriate vice chancellor, or his/her designee, within five (5) days.
2. This statement shall include a copy of the original grievance and a written copy of the decision rendered by the unit member's supervisor or designee.
3. The college president, appropriate vice chancellor, or his/her designee, shall communicate the decision to the grievant in writing within seven (7) work days of receiving the appeal. Either the grievant or the college president, or his/her designee, may request a personal conference within the above time limits.

C. Level III:

1. If the grievant is not satisfied with the decision at Level II, he/she may, within five (5) work days, appeal the decision on the appropriate form to the Chancellor, or his/her designee.
2. This statement shall include copies of the original grievance and appeals, and written copies of the decisions rendered.
3. The Chancellor, or his/her designee, shall communicate his/her decision in writing to the grievant within ten (10) work days.

D. Level IV: Arbitration

1. Within fifteen (15) work days after receipt of the decision of the Chancellor, the grievant may, upon written notice to the CSEA, request the grievance be submitted to arbitration under and in accordance with the prevailing rules of the American Arbitration Association. The grievance may be submitted to arbitration only with the concurrence of the CSEA. Nothing herein shall prevent the parties from requesting the State Conciliation Service attempt to mediate a settlement to any grievance appealed to arbitration, providing both parties mutually agree to such mediation procedure.
2. Powers of the Arbitrator: It shall be the function of the arbitrator and he/she is empowered, except as his/her powers are herein limited, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this

Agreement, and to determine the arbitrability of any grievance where arbitrability is questioned by either party.

3. The arbitrator shall have no power to:
 - a. Add to, subtract from disregard, alter, or modify any of the terms of this Agreement;
 - b. Establish, alter, or modify any salary structure;
4. All fees and expenses of the arbitrator shall be shared equally by the Board and CSEA, or an individual representing himself/herself. Other expenses shall be borne by the party incurring them. Neither party shall be responsible for the expense of non-employee witnesses called by the other party.
5. An individual representing himself/herself may elect to take his/her case to arbitration. In such instances, he/she shall follow the procedures of this section, and the Association shall not be responsible for any expenses incurred.
6. The decision of the arbitrator shall be final and binding on all parties.

Section 6. Witness and Grievant Release Time

The District and/or the grievant may call witnesses. If a member gives testimony in connection with the grievance procedure during working hours, the member shall suffer no loss of pay. If the grievant's hearing is scheduled during working hours, the grievant shall suffer no loss of pay in order to present his/her grievance.

Section 7. Complaints Not Covered in This Article

Any complaint not covered by the grievance definition shall be resolved through the complaint procedure. A complaint procedure form shall be made available through the immediate supervisor.

ARTICLE 27 VACATION PLAN

A. Eligibility

Members of the bargaining unit shall accumulate vacation at the regular rate of pay earned at the time vacation is commenced.

B. Paid Vacation

Annual vacation shall be earned according to the following schedule but prorated for less than 40 hours per week and/or less than 12 months per year employees:

1. 12 Month Employees¹
 - a. Zero (0) months through two (2) years - 5/6 day per month of employment (10 days/80 hours)
 - b. Three (3) through five (5) years - 1 day per month of employment (12 days/96 hours)
 - c. Six (6) through nine (9) years - 1-1/2 days per month of employment (18 days/144 hours)
 - d. Ten (10) through nineteen (19) years - 1-3/4 days per month of employment (21 days/168 hours)
 - e. Twenty (20) years and over - 2 days per month of employment (24 days/192 hours)
2. 11 Month Employees
 - a. 11/12 of the Twelve Month Schedule
3. 10 Month Employees
 - a. 10/12 of the Twelve Month Schedule
4. Part-Time Employees
 - a. Prorated vacation for employees working 39 hours or less per week.

C. Vacation Pay Upon Termination

When an employee in the bargaining unit is terminated for any reason, he/she shall be entitled to compensation for all earned and unused vacation, except that employees who have not completed six months of employment in regular status shall not be entitled to such compensation.

¹Anniversary date is effective first of month following completion of appropriate number of years unless employment date is the first of month.

D. Vacation Scheduling

Vacations shall be scheduled by the employee and approved by the immediate supervisor, and may be taken at the convenience of the District at any time during the school year. Fifty percent (50%) of vacation time earned must be consumed by midyear by permanent employees, unless otherwise approved by the immediate supervisor. Management may circulate a vacation schedule at the beginning of the academic year in order to survey employee vacation preferences to assist in anticipation of work coverage. Employees are not obligated to the dates indicated and are not required to provide dates if vacation plans are not known in advance. If an employee does not use his/her full annual vacation, the amount earned in the immediate preceding year not taken shall accumulate and be carried over for use in the next year. In a work unit where vacation schedules are staggered, the employee with the most seniority shall be given priority for scheduling his/her vacation. Permission to use vacation in advance of earning may be granted by the District.

Food service employees shall take vacation at the discretion of the cafeteria manager in not less than two (2) hour increments or more during days school is in session, and shall not exceed forty (40) hours in any one (1) school year. These hours shall be scheduled first on a voluntary basis and, secondly, on a rotational basis. Cafeteria employees with accumulated vacation hours at the end of the school year shall be paid in a lump sum payment for unused vacation.

Vacation time may be taken in increments of one (1) hour.

Earned vacation shall not become a vested right until completion of the initial six (6) months of employment, and may not be used until the first day of the calendar month after the completion of six (6) months of active service with the District.

**ARTICLE 28
HOURS OF WORK**

A. Work Load: In the event any new position is approved by the Board which requires Saturday and/or Sunday duty, such position shall be offered to existing employees on a volunteer basis. If no volunteer is accepted, eligible candidates will be considered for the assignment. In the event of necessity, as determined by the District, the least senior employee shall be assigned.

B. Police Officer Shift and Work Schedules: Work periods, shifts and schedules shall be assigned by the Chief of Police. Shifts and days off may either be fixed or rotated. In assigning work periods and schedules, the Chief of Police shall make a reasonable effort to provide the assignment in an equitable and impartial manner with due consideration to departmental and District needs. Police officers shall be assigned their shifts based on seniority. Shifts will be six (6) months duration unless changed by the Chief of Police for reasons pertaining to operational necessity. Officers will be allowed to select the same shift twice in a row, but must select a different shift for the third rotation. No officer will be required to be assigned duty on the graveyard shift for more than two successive rotations. Officers may trade shift rotation by mutual agreement with the approval of the Chief of Police.

C. Work Week: The Board agrees to establish the work week for members as being five (5)

consecutive days, Monday through Friday, of eight (8) hours per day and forty (40) hours per week. The Board may assign members to work days other than Monday through Friday when the needs of the District so dictate. The length of any member work day shall be established by the board in compliance with the law for each member relative to the needs of the District. Flex week hours may be granted at the employee's request with approval of the supervisor.

D. Work Day: The length of the work day shall be designated by the District for each classified assignment in accordance with the provisions set forth in this agreement.

E. Work Year: Food Services classifications are employed on a ten-month work year. The District from time to time may have temporary summer employment and employees in food services classifications may wish to be considered for such temporary employment. The parties recognize that the cost of operating the food service program may inhibit the college District from employing regular employees and the District is not obligated to do so if its financial review would otherwise make it undesirable.

F. Overtime: The Board agrees to compensate members, except police officers at the rate of one and one-half (1-1/2) times the employee's regular rate of pay as described in Article 33, and pursuant to the applicable provisions of the Fair Labor Standards Act and the Education Code for each hour of work required in excess of the eight (8) hour work day or forty (40) hour week. The one and one-half (1-1/2) time compensation rate shall be in addition to the regular rate of pay when applied to work performed on a holiday. Police officers shall be entitled to one and one-half (1-1/2) time for more than a forty (40) hour work week. Employees shall be compensated at the rate of one and one-half (1-1/2) times their regular rate of pay for work assigned on the sixth and seventh work day.

G. Overtime Distribution: The supervisor will normally assign overtime on a rotational basis, based on the knowledge and skills (relationship to the assignment) or those members in the unit desiring to work overtime. However, the supervisor may assign overtime as needed and the employee may not refuse overtime if he/she is given reasonable notice, except during an emergency (reasonable is defined as the previous day). In the event of mandatory assignment of overtime, a member may elect a choice to take compensatory time off in lieu of cash compensation for overtime work, unless the immediate supervisor determines the election to be disruptive to the department work or one which creates a financial problem for the department. Compensatory time off shall be granted at the appropriate overtime rate and shall be taken during the same fiscal year, except in any case where such utilization of compensatory time off would violate any State or Federal law. In the event overtime is accumulated in excess of 240 compensatory time off hours, cash payment for overtime shall be provided to the unit member by July, except the positions of Equipment Manager, and Department Secretary for Nurses, must use accrued compensatory time by July 31 in any calendar year.

H. Shift Differential Compensation: Any member required to work four (4) or more hours per day between the hours of 6:00 p.m. and 12:00 midnight will be paid an additional 7-1/2% of the regular rate of pay for the entire month, providing the assignment is one-half (1/2) or more of the work days in the month. Any member required to work four (4) or more hours per day between the hours of 12:00 midnight and 6:00 a.m. will be paid an additional 10% of the regular rate of pay for the entire month, providing the assignment is one-half (1/2) or more of the working days in the month.

Custodians working the midnight to 6:00 a.m. shift will receive the 10% differential from August 1 through May 31.

I. Split Shift Differential: If a member's assigned shift contains one or more periods of unpaid time that exceed two (2) hours, unless mutually agreed, shall be paid a shift differential of 5% above the regular rate of pay as defined in Article 33, for all hours worked for the month providing the assignment is for more than one-half (1/2) the work days in the month.

J. Flexible Hour Employee: A flexible hour employee is one that is hired in a permanent classified position. Employees in this category will earn sick leave, vacation days and holidays in accordance with the California Education Code and will gain permanency in the classification upon successful completion of six calendar months from the first date of service, for positions limited to, Sign Language Interpreter, Bus Driver, and Piano Accompanist. Hours can fluctuate (be flexible) on a daily basis based on the needs of the department/position within which they are hired. Compensation would also fluctuate monthly based on actual hours worked for that month. The unit member will be notified of any change in hours as soon as possible before the change. The above specified employees whose hours of work fluctuate throughout the year may be eligible for prorated benefits. To be eligible for pro-rated insurance, the above specified employee's regular assignment must be a minimum average of 20 to 39 hours per week averaged over their assigned work year which must be between 1040 to 2079 hours.

K. Lunch Periods: The District will provide all bargaining unit members with an uninterrupted lunch period after the employee has been on duty for four (4) hours but not to exceed six (6) hours. The District shall establish the length of time for such lunch periods but for not less than one-half (1/2) hour.

L. Rest Periods: The District will provide one paid fifteen (15) minute rest period for each four (4) hours of work; to be scheduled in the middle of each work period by the supervisor. Special work shifts or evening work shifts may take a rest period of thirty (30) minutes for each eight (8) hours of work to be scheduled by the supervisor, e.g., custodians working 10:30 p.m. to 7:00 a.m.

M. Minimum Call in Time: A member required to work on a day when the employee is not scheduled to work shall receive a minimum of three (3) hours pay at the appropriate rate.

Upon initial employment and upon each change in classification thereafter, each classified employee shall be furnished two (2) copies of his class specification, salary data, assignment or work location, together with duty hours and the prescribed workweek. The salary data shall include the annual, monthly or pay period, daily, hourly, overtime, and differential rate of compensation, whichever are applicable. One copy shall be retained by the employee and the other copy shall be signed and dated by the employee and returned to his/her supervisor.

N. Break in Probationary Period: Notwithstanding any other provision in this Agreement, any and all time while a new hire employee is on any paid or unpaid leave, shall be excluded from satisfying the number of required workdays in any employee probationary period and constitute a break in the probationary period.

ARTICLE 29 EMPLOYEE EXPENSES AND MATERIALS

- A. Uniforms: The following classes within the bargaining unit, because of the nature of their assigned duties, are required to wear uniforms. Upon termination, all uniforms remain the property of the State Center Community College District:
1. Food Service Workers
 2. Biology Science Laboratory Technicians
 3. Physical Science Laboratory Technicians
 4. Police Officers
 5. Print Shop Operators
 6. Painters
 7. Custodial, Grounds and Maintenance
 8. Other employees or classes when required by management.
- B. Food Service Workers: The District agrees to provide cafeteria employees with uniforms (excluding footwear). Replacement shall be approved by the immediate supervisor as required. Cafeteria employees are provided one meal per shift.
- C. Lab Technicians: The District agrees to provide lab technicians with two (2) wash and wear lab coats. Replacement shall be approved by the immediate supervisor.
- D. District Police Officers: The District agrees to provide the following: One (1) complete set of "leathers," three (3) short sleeve shirts, two (2) long sleeve shirts, three (3) pairs of pants with sap pocket, one (1) blazer jacket, one (1) Tuffy jacket, one (1) hat, two (2) neckties, one (1) tiebar, patches (approximately twelve), and any other required badges, identification, or emblems. Authorization for replacement shall be made by the immediate supervisor as required.
- E. Tools: The District agrees to provide all tools, equipment, and supplies reasonably necessary to bargaining unit employees for the performance of their assigned duties.
- F. Replacing or Repairing Employee's Property: The District agrees to fully compensate bargaining unit members for loss or damage to personal property required in the course of employment, but in no case shall the District pay for personal property not required. Loss or damage compensation shall only occur upon the following conditions:

1. The property was being used upon the written authorization of the supervisor.
 2. The property was being used in a manner prescribed for its intended use.
 3. The loss or damage is reported immediately to the supervisor.
 4. The loss or damage was not the result of intentional misuse, negligence or carelessness.
- G. Safety Equipment: Should the employment duties of a member in the bargaining unit require reasonable use of any equipment or gear to ensure the safety of the employee or others, the District agrees to furnish such equipment or gear. District agrees to purchase rain gear for members required to work in the outside weather.
- H. Hold Harmless Clause: Whenever any civil or criminal action is brought against a member for any action or omission arising out of or while acting in the course of his/her assigned duties, if protecting property or persons on District property, the District agrees to pay the costs of defending such action. This paragraph does not apply to civil or criminal action arising out of willful violation of a penal statute or ordinance.
- I. Non-District Owned Automobile Insurance: The District agrees to provide the secondary personal injury and property damage insurance for the protection of members in the event that members are required to use their personal vehicles on employer business.

ARTICLE 30 HEALTH AND WELFARE BENEFITS

Section 1. HEALTH INSURANCE:

- A. The District shall provide health plan insurance coverage for eligible unit members and their dependents, conditioned upon the provisions of this Article, including but not limited to the District contribution as set forth in Section 5 of this Article.
- B. Health plan insurance coverage shall remain in effect during approved leaves, providing unit members pay, in accordance with insurance carrier requirements, District and unit member premium contributions, except as otherwise provided.
- C. Any health insurance plan(s) offered to unit members shall first be mutually agreed to by the District and the CSEA.

The unit member will pay through payroll deduction the difference between the District contribution and the cost of any premium in excess of the District contribution for any selected health plan.

Section 2. DENTAL INSURANCE:

- A. The District shall provide a dental care insurance program for eligible unit members and their dependents comparable to that provided during the 1996-97 contract year except that the benefit level cap shall be increased to One Thousand Five Hundred Dollars (\$1,500.00) per policy year.
- B. Dental care insurance coverage shall remain in effect during approved leaves, providing unit members pay, in accordance with insurance carrier requirements, District and unit member premium contributions, except as otherwise provided.
- C. Unit members and their dependents shall become eligible for dental benefits following successful completion of six (6) months employment with the District.

Section 3. VISION INSURANCE:

- A. The District shall provide a vision care insurance program for eligible unit members and their dependents.
- B. Vision care insurance coverage shall remain in effect during approved leaves, providing unit members pay, in accordance with insurance carrier requirements, District and unit member premium contributions, except as otherwise provided.
- C. Unit members and their dependents shall become eligible for vision benefits following successful completion of six (6) months employment with the District. Unit members may purchase the insurance by contributing the monthly premiums during this waiting period.

Section 4. LIFE INSURANCE:

- A. The District shall provide a level term life insurance program for eligible unit members and their dependents: \$50,000 level term plus \$5,000.00 dependent coverage. This benefit shall become effective as soon after the ratification approval process as practicable.
- B. Level term life insurance coverage shall remain in effect during approved leaves, providing unit members pay, in accordance with insurance carrier requirements, District and unit member premium contributions, except as otherwise provided.
- C. Unit members and their dependents shall become eligible for life benefits following successful completion of six (6) months employment with the District. Unit members may purchase the insurance by contributing the monthly premiums during this waiting period.

Section 5. DISTRICT PREMIUM CONTRIBUTIONS:

Effective upon ratification/approval, the 2006-07, the District contribution toward the medical insurance plans for the fiscal year shall not exceed \$867.94 per month. Additionally, if the full-time faculty bargaining unit, and/or management and/or confidential employees, receive a medical district premium contribution during the 2006-07 fiscal year greater than \$867.94 per month, an equivalent

amount shall be applied to the classified bargaining unit to be stated within Article 30 Section 5.

The 2007-08 District contribution shall not exceed \$935.00 per month. Additionally, if the full-time faculty bargaining unit, and/or management and/or confidential employees, receive a medical district premium contribution during the 2007-08 fiscal year greater than \$935.00 per month, an equivalent amount shall be applied to the classified bargaining unit to be stated within Article 30 Section 5.

The 2008-09 District contribution shall not exceed \$1,029.00 per month. Additionally, if the full-time faculty bargaining unit, and/or management and/or confidential employees, receive a medical district premium contribution during the 2008-09 fiscal year greater than \$1,029.00 per month, an equivalent amount shall be applied to the classified bargaining unit to be stated within Article 30 Section 5.

The unit member will pay the difference between the District contribution and the cost of any premium in excess of the District contribution for any selected health plan.

Section 6. LONG TERM DISABILITY INSURANCE:

- A. The District shall provide a long term disability program for eligible unit members. The District will contribute the full L.T.D. premium for bargaining unit members.

Eligibility

| | |
|---------------|------------------------------------|
| 1st year | waiting period |
| After 1 year | eligible up to one (1) year |
| After 2 years | eligible up to two (2) years |
| After 3 years | eligible up to three (3) years |
| After 4 years | eligible up to four (4) years |
| After 5 years | eligible up to age sixty-five (65) |

To be eligible for District-paid insurance, an employee's regular assignment must be a minimum of twenty (20) hours per week during their assignment work year.

- B. Assuming insurance carrier availability, the program shall be equal to the long term disability plan in effect during the fiscal year 1990/91. The benefit level shall now state:

Should a unit member be disabled, he/she will receive 66 2/3% of his/her monthly "salary" commencing on the 91st day of disability or the end of any period for which the unit member is receiving sick leave pay, if that is later than 90 days.

- C. Long term disability coverage shall remain in effect during approved leaves, providing unit members pay, in accordance with insurance carrier requirements, District and unit member premium contributions except as otherwise provided.
- D. The long term disability plan shall be amended as provided in an amended plan document on file with the District administration.

Section 7. RETIREE HEALTH INSURANCE:

Option 1:

- A. For unit members retiring early (prior to age of Medicare eligibility), and who wish to continue coverage under the District's health insurance program, the District will contribute a maximum of two thousand, four hundred dollars (\$2,400.00) per year conditioned upon the following:
 - 1. The unit member shall have retired after July 1, 2000,
 - 2. The unit member has attained his/her fiftieth (50th) birthday,
 - 3. The unit member shall have served the District for a minimum of ten (10) consecutive years immediately preceding retirement,
 - 4. The unit member is receiving his/her regular retirement allowance from PERS,
 - 5. This benefit terminates on the date the unit member reaches age of Medicare eligibility.
 - 6. Retirees who are eligible for the benefit of the section 7A and who attain their age of Medicare eligibility shall be eligible to receive the benefits of Section 7B if the retiree meets all the conditions stated in Section 7B.

- B. The District shall contribute a maximum sum of One Thousand Six Hundred Dollars (\$1,600.00) annually toward health insurance premiums to unit members who retire after July 1, 2000. The unit member may waive the health insurance coverage under this provision, and he/she may elect to purchase dental insurance or vision insurance or both to the extent allowable by the carrier.
 - 1. The unit members have attained their sixty-fifth (65th) birthdays, and prior to reaching age 70;
 - 2. The unit members have served the District for fifteen (15) consecutive years prior to retirement;
 - 3. Must request in letter of retirement;
 - 4. The retiree or spouse must enroll in Medicare Part A and Part B when first qualified.

- C. The maximum District contribution as stated in Section B and in effect on September 1, 2000, shall be increased annually by two percent (2%) effective September 1, 2001.

- D. The unit member is receiving his/her regular retirement allowance from PERS.

- E. If a retiree or covered spouse drops his/her health insurance for any reason, he/she is not

eligible for re-enrollment.

- F. Such contribution shall be paid by the District only until the retiree attains age seventy (70), except any unit member who has served the District for twenty (20) years or more shall continue to be eligible for B above for life.

Option 2:

- A. For unit members retiring early (prior to age of Medicare eligibility), and who wish to continue coverage under the District's health insurance program, the District will contribute a maximum of seventy (70%) percent of the District's contribution to the premium of the health insurance program following:
 - 1. The unit member shall have retired after ratification/approval of this Collective Bargaining Agreement by both parties;
 - 2. The unit member has attained his/her sixtieth (60th) birthday;
 - 3. The unit member shall have served the District for a minimum of (10) consecutive years immediately preceding retirement;
 - 4. The unit member is receiving his/her regular retirement allowance from PERS;
 - 5. This benefit terminates on the date the unit member reaches his/her age of Medicare eligibility;
 - 6. Upon death of retiree, surviving spouse shall not be eligible for benefit contribution until he/she reaches age sixty (60);
 - 7. Surviving spouse's benefit terminates on the date surviving spouse reaches age of Medicare eligibility.
- B. Unit members who elect Option 2 which provides an enhanced pre-age of Medicare eligibility contribution toward health coverage, are not eligible for a District contribution toward the health insurance supplement to Medicare. (Option 1B)
- C. If a retiree or covered spouse drops the plan for any reason, he/she is not eligible for re-enrollment.

Section 8. RETIREE LIFE INSURANCE:

Life Insurance: Retiree may continue life insurance coverage at retiree's expense up to age sixty-five (65).

**ARTICLE 31
DISTRIBUTION OF CONTRACT**

District agrees it shall cause copies of this Agreement to be printed as soon as practicable after settlement is reached. District shall distribute one (1) copy to each bargaining unit employee, and to each new employee who becomes a member of the bargaining unit within the effective period of the Agreement.

**ARTICLE 32
OPENERS**

During 2007-08 and 2008-09 neither party shall be obligated to bargain any amendment to this Agreement unless both parties mutually agree to reopen negotiations. CSEA shall submit their proposal for a successor contract to the District not later than the regular board meeting in March 2009 and the Board shall hold the public hearing on the proposal at the next regular Board meeting.

If, during the term of this Agreement, the Personnel Commission is terminated, the parties agree to negotiate articles for classification, and reclassification.

**ARTICLE 33
PAY AND ALLOWANCES**

Compensation for members of the Classified Bargaining Unit shall include but not be limited to:

- A. salary
- B. step and longevity
- C. salary/wage-fringe impact
- D. additional costs as related to the implementation of the Agreement (includes step/longevity increase)

Section 1. Salary:

A. 2006-2007 Salary

Effective July 1, 2006, the District shall provide for the 2006-2007 school year an increase equivalent to the Statutory Cost-of-Living Adjustment (5.92%) to each cell of the salary schedule which was in effect during the 2005-2006 school year for unit members. The

District shall provide to each full-time bargaining unit member who was in paid work status on September 1, 2006, a one-time non-repetitive (off schedule) stipend in the amount of \$100.00.

If the full-time faculty bargaining unit, and/or management and/or confidential employees, receives an increase to each cell of their respective salary schedules which were in effect during the 2005-2006 fiscal year and that increase is applied and becomes effective during the 2006-2007 fiscal year, that same increase percentage to each cell shall also be applied to each cell of the 2006-2007 classified salary schedule.

B. 2007-2008 Salary

Effective July 1, 2007, the District shall provide for the 2007-2008 school year an increase equivalent to the Statutory Cost of Living Adjustment to each cell of the salary schedule in effect during the 2006-2007 school year for unit members. In addition, if the District exceeds the Second Principal Apportionment Report (P2) for the previous year's actual credit FTES by 3%, the District will increase each cell of the 2006-2007 salary schedule by an additional 1% effective July 1, 2007. If the actual credit FTES growth is less than 3%, the 1% increase will only be paid in the same ratio the actual growth bears to 3%.

The Statutory Cost-of-Living Adjustment shall be defined as that percentage amount included for California Community Colleges as contained in the 2007-2008 California State Budget Act to the extent that it is actually funded.

If the full-time faculty bargaining unit, and/or management and/or confidential employees, receives an increase to each cell of their respective salary schedules which were in effect during the 2006-2007 fiscal year and that increase is applied and becomes effective during the 2007-2008 fiscal year, that same increase percentage to each cell shall also be applied to each cell of the 2007-2008 classified salary schedule.

*Example

Suppose the Statutory Cost-of-Living Adjustment for the 2007-08 school year for California Community Colleges is 3.0%, then each cell of the salary schedule in effect for 2006-07 would be increased by the sum of 3.0%. However, if the cost of living adjustment for 2007-08 is 3.0% but is funded through the state budget at only 2.5%, then each cell of the salary schedule in effect for 2006-07 would be increased by 2.5%. If, at anytime during the term of this Agreement, the unfunded amount of 0.5% is restored or partially restored and paid to the District, it shall, to the extent paid to the District, be applied retroactively to the salary schedule for bargaining unit members in paid work status on the date the District is actually paid said funds by the state. Additionally, if the District's actual credit FTES growth for the 2006-07 year meets or exceeds 3%, as reported on the 2006-07 Second Principal Apportionment Report (P2), then each cell of the salary schedule for the 2007-08 school year shall be increased by an additional 1% effective July 1, 2007. However, if the actual credit FTES growth for the 2006-07 is 2.5%, the District will calculate the ratio of actual growth bears to 3% (2.5% divided

by 3% or 0.83%) and each cell of the salary schedule for the 2007-08 school year shall be increased by an additional 0.83% effective July 1, 2007.

C. 2008-2009 Salary

Effective July 1, 2008, the District shall provide for the 2008-2009 school year an increase equivalent to the Statutory Cost of Living Adjustment to each cell of the salary schedule in effect during the 2007-2008 school year for unit members. In addition, if the District exceeds the Second Principal Apportionment Report (P2) for the previous year's actual credit FTES by 3%, the District will increase each cell of the 2007-2008 salary schedule by an additional 1% effective July 1, 2008. If the actual credit FTES growth is less than 3%, the 1% increase will only be paid in the same ratio the actual growth bears to 3%.

The Statutory Cost-of-Living Adjustment shall be defined as that percentage amount included for California Community Colleges as contained in the 2008-2009 California State Budget Act to the extent that it is actually funded.

If the full-time faculty bargaining unit, and/or management and/or confidential employees, receives an increase to each cell of their respective salary schedules which were in effect during the 2007-2008 fiscal year and that increase is applied and becomes effective during the 2008-2009 fiscal year, that same increase percentage to each cell shall also be applied to each cell of the 2008-2009 classified salary schedule.

*Example

Suppose the Statutory Cost-of-Living Adjustment for the 2008-09 school year for California Community Colleges is 3.0%, then each cell of the salary schedule in effect for 2007-08 would be increased by the sum of 3.0%. However, if the cost of living adjustment for 2008-09 is 3.0% but is funded through the state budget at only 2.5%, then each cell of the salary schedule in effect for 2007-08 would be increased by 2.5%. If, at anytime during the term of this Agreement, the unfunded amount of 0.5% is restored or partially restored and paid to the District, it shall, to the extent paid to the District, be applied retroactively to the salary schedule for bargaining unit members in paid work status on the date the District is actually paid said funds by the state. Additionally, if the District's actual credit FTES growth for the 2007-08 year meets or exceeds 3%, as reported on the 2007-08 Second Principal Apportionment Report (P2), then each cell of the salary schedule for the 2008-09 school year shall be increased by an additional 1% effective July 1, 2008. However, if the actual credit FTES growth for the 2007-08 is 2.5%, the District will calculate the ratio of actual growth bears to 3% (2.5% divided by 3% or 0.83%) and each cell of the salary schedule for the 2008-09 school year shall be increased by an additional 0.83% effective July 1, 2008.

If the full-time faculty bargaining unit and/or management and/or confidential employees receive off-schedule, one-time stipend in lieu of a salary schedule increase, the total amount of this stipend provided to the whole unit, (e.g. full-time faculty) will be divided equally among the classified unit members. Permanent, part-time classified employees will share pro-rata in any such stipend.

Accumulated balances for sick leave and vacation shall be clearly displayed on monthly pay warrants by October 1, 2004 or managers will be provided a monthly update which they will provide to employees.

An IRC section 125 Plan shall be continued in accordance with Governmental rules and regulations for unit members for medical health insurance plans made available by the College District. The CSEA agrees to defend, indemnify and hold harmless the District, its officers, agents, and employees from any claims, demands, damages, or other liability, including costs and attorneys fees, arising out of this section or the administration or implementation thereof. Upon valid service of a summons and complaint or of a claim under the Government Tort Claims Act, the District agrees to notify the CSEA thereof and to cooperate as reasonably necessary for the defense or settlement of such action.

The State Center Community College District recognizes its obligation to bargain over salary and benefits to employees represented by the Exclusive Representative.

SALARY DISPUTE:

Any dispute pertaining to the salary provisions contained herein for the 2006-07 , 2007-08 and 2008-09 school years is subject to the Grievance Procedure of this Agreement except, however that only the CSEA may bring a grievance concerning such implementation and any such grievance must be filed within ten (10) days of notice from the District of any proposed implementation of these provisions. The District will notify the CSEA concerning its calculations pursuant to the salary provisions contained herein. Such notification shall be in writing. If the CSEA disagrees with the calculations, it shall notify the District within ten (10) days. Such notice of the disagreement shall include calculations prepared by the CSEA. The District may implement its proposed calculations, the proposed calculations from the CSEA, or attempt to resolve the disagreement. If the matter cannot be satisfactorily implemented or resolved, by mutual agreement, the parties shall agree to reopen negotiations regarding salaries at which time these salary formula provisions shall be of no force or effect.

Section 2. Base Rate:

The base rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in the Salary Schedule, which includes "salary step" increases. Placement on the salary schedule shall be based on the member's years of service with the District. Regular rate of pay is defined as follows:

Shift differential, longevity increments, and/or professional growth increments required to be paid under this Agreement shall be added to the base rate of pay. This Agreement shall provide for the granting of step increases effective July 1, or the appropriate anniversary date thereafter.

Section 3. Salary Schedule Progression:

The following formulas shall determine a classified employee's progression on the salary schedule:

An employee may advance in salary step increase only if employee meets “effective – meets standards.” If employee is not performing he/she should not be allowed advance in salary step/longevity until the employee is determined to “meet standards” upon being evaluated six (6) months following the evaluation which indicated a failure to “meet standards.” An employee receiving less than “meets standards” on their evaluation and who will subsequently be denied their step/longevity increase, may request a review of their evaluation by the Associate Vice Chancellor, Human Resources. The employee shall have the right of representation.

Section 4. Longevity Pay:

Longevity pay shall be computed from the base rate of pay and on the same advancement schedule as the salary schedule at 2-1/2% after completion of ten (10) years of service (based on the employee's anniversary date) and 2-1/2% at each additional level up to five (5) levels for each classified employee within the State Center Community College District.

The Longevity Pay Schedule is as follows:

| <u>Level</u> | <u>Years of Service</u> | <u>Benefit</u> |
|--------------|-------------------------|-----------------------|
| Level 1 | 10 years | Base Salary + 2 1/2% |
| Level 2 | 14 years | Base Salary + 5% |
| Level 3 | 17 years | Base Salary + 7 1/2% |
| Level 4 | 21 years | Base Salary + 10% |
| Level 5 | 25 years | Base Salary + 12 1/2% |

Section 5. Professional Growth:

Effective April 1, 1983, employees are eligible to participate in the professional growth plan after five (5) years of service.

Criteria for placement on the growth schedule is as follows:

A. College units:

Actual unit value;

B. Seminars/Workshops not taken on District time or at District expense:

Eight (8) hours is equivalent to 1/2 unit;

C. Proficiency examinations/certificates of achievement:

Actual units or eight (8) hours = 1/2 unit.

Petitions for advancement and documentation shall be forwarded directly to the Director of Personnel by June 25, for implementation on July 1, of each year.

Disputed cases may be appealed to the Chancellor, or his/her designee. The decision of the Chancellor, or his/her designee is final.

All credit earned subsequent to January 1, 1974, for employees hired on or before January 1, 1974, may be used for this determination, exclusive of any requirements for initial employment. Employees hired after January 1, 1974, qualify for units earned after employment. Credit shall be given for college units completed with a "C" or better. Growth steps, as indicated in the following placement chart, are additions to the member's monthly base salary:

| | | | | |
|------------------|------|------|------|-------|
| Units completed: | 15 | 30 | 45 | 60 |
| Monthly amount: | \$25 | \$50 | \$75 | \$100 |

Members employed part-time, less than eight (8) hours per day, will be paid a pro rata share of the professional growth stipend.

Employees who are currently receiving professional growth or those to be implemented on July 1, 1983, will retain their growth stipends under the old contract.

A professional growth stipend shall cease when a person promotes into a class or position where the skills attained through professional growth are considered a minimum requirement for the new position. In no event shall the reduction in professional growth stipend cause an employee to receive less salary per month than that which he/she earned in the former position.

Section 6. Promotions:

Members who receive a promotion to a class allocated to a higher salary range shall be placed on the step of the higher classification which is a 5% increase in base rate of pay. The employee's anniversary date within the class to which he/she is promoted shall be the first of the month following the date of hire in the higher class, unless the date of hire is the first of the month, then that is considered the anniversary date. Step placement for promotion shall be based on a regular assignment.

Section 7. Direct Deposit:

The District shall, as soon as is practicable, implement electronic transfer of payroll to unit members' personal bank or trust account unless the unit member otherwise declines the electronic transfer by filing an appropriate written notice with the District Business Office.

Section 8. Compensation for Working Out of Class:

Classified employees in the bargaining unit are not permitted to perform duties which are not fixed

and prescribed for the position by the Governing Board unless the duties reasonably relate to those fixed for the position by the board, except as provided in this provision for working out-of-class. If doubt exists concerning any particular classification, the personnel office will clarify what is and what is not within classification.

A unit member shall work out-of-class only when directed to do so and is therefore required to perform duties inconsistent with the duties for their assigned position. If the period of time the unit member is required to perform the inconsistent duties exceeds five (5) working days within a 15 calendar day period and the inconsistent duties are in the higher classification than the regular assigned position, the unit member shall be paid for each such day, at the rate commencing the first day of out-of-class work by being placed in the step of the higher salary classification which is greater than but nearest to a five percent (5%) increase in rate. If a bargaining unit member is directed to perform the duties in a higher classification for a management position, and such work period exceeds five working days in any fifteen (15) calendar day period, the unit member shall be paid an additional amount not to exceed fifteen percent (15%) of the current base pay rate of the unit member.

Section 9. Automatic Payroll Deduction (Overpayment):

In the event an employee is overpaid for any reason, the District may make an automatic payroll deduction in the employees' paycheck to cover the costs of the overpayment in the same increments as the overpayment, providing the total repayment occurs by the end of the fiscal year unless there is mutual agreement between the District and CSEA concerning the affected employee to extend beyond the fiscal year.

**ARTICLE 34
LAYOFF/REDUCTION OF HOURS/ABOLITION OF POSITIONS**

Section 1. NOTICE OF LAYOFF:

The District shall notify California School Employees Association (CSEA) as soon as a final determination is reached by the Board of Trustees to layoff one (1) or more unit members.

The District shall notify CSEA of the proposed reduction in hours prior to the Board action, and shall meet with CSEA to negotiate effects of said reduction in hours within ten (10) working days after CSEA has been properly notified.

The District shall notify the affected employee(s) in writing not less than sixty (60) days (sixty days begins on postmark or personal delivery following Board adoption of Layoff Resolution) except employees who are categorically funded, and that shall be not less than forty-five (45) days prior to the effective date of the layoff. The written notice shall include:

Reason for layoff;

Effective date of layoff action;

Seniority placement within class;

Reemployment rights in same class and in lower classes in which an employee has served;

Reemployment rights in lower classes in which an employee meets minimum qualifications;

Displacement rights, if any;

Promotional rights;

Service retirement options if over fifty (50) years of age;

Unemployment Insurance Benefits.

Section 2. DISPLACEMENT OF BARGAINING UNIT WORK:

- A. It is agreed that the employer will not contract work to outside agencies as long as bargaining unit employees are in a layoff status, including but not limited to reduction of hours, layoff reemployment list, demotion to avoid layoff, and/or a change of classification to avoid layoff.
- B. No regular employee (permanent or probationary) of the classified service shall be laid off from any position while employees serving under emergency, provisional or limited-term employment are retained in positions of the same class, or related class for which the employee is qualified.

Section 3. MAINTENANCE OF BENEFITS:

Health and Welfare: A voluntary reduction in hours to avoid layoff shall not result in loss of eligibility for district contributions for insurance coverage as specified in Article 30.

Employees who elect service retirement in lieu of layoff shall be eligible for the district contribution toward the health insurance premium for retirees. See Contract, Article 30. The requirement for ten (10) years of district service is waived for early service retirement to avoid layoff. Health benefits shall be paid by the District for one (1) additional month in case of layoff.

Section 4. ORDER OF LAYOFF:

The order of layoff shall be based on seniority (within classification) throughout the District. An employee with the least seniority shall be laid off first. Seniority shall be based on the hire date, plus seniority acquired under Articles 16 and 17 of the CSEA/SCCCD Agreement. Seniority shall be based on paid status in a class and higher related classes.

Section 5. DISPLACEMENT RIGHTS:

- A. An employee laid off from his or her present class may displace the least senior employee in that class;

- B. The least senior employee in a class may bump into a lower class in which the employee has served previously providing the employee has more seniority in the lower class than the least senior employee in that class.
- C. An employee who cannot exercise a displacement right under a and/or b above, may displace another employee in the same family, as defined by the Personnel Commission, in a lower class, providing the laid-off employee has more seniority than the least senior person in the lower class, even though the laid-off employee has not had service in the lower class;
- D. The displacement rights listed above are contingent upon the employee meeting the minimum qualifications as established by the Personnel Commission for the position.

Section 6. EQUAL SENIORITY:

Equal seniority shall be determined on the first day of hire (first day of work). If two (2) or more employees in a class subject to layoff have equal seniority, the determination as to who shall be laid off will be made on the basis of the greater hire date seniority, (the first day of work); if that be equal it will be made on the highest rank on the eligibility list (combination of score and oral interview, etc.); if that be equal it will be made on the highest score; and if that be equal, then the determination shall be made by lot.

Section 7. REEMPLOYMENT RIGHTS:

Persons laid off because of lack of work or lack of funds are eligible to reemployment for a period of 39 months and shall be reemployed in preference to new applicants. In addition, such persons laid off have the right to participate in promotional examinations within the district during the period of 39 months. Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to 24 months; provided, that the same tests of fitness under which they qualified for appointment to the class shall still apply. The personnel commission shall make the determination of the specific period of eligibility for reemployment on a class-by-class basis. Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the employee, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and without limitation of time, but if there is a valid reemployment list they shall be ranked on that list in accordance with their proper seniority.

Section 8. NOTIFICATION OF REEMPLOYMENT OPENING:

Any employee who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District of an opening. Such notice shall be sent by certified mail to the address given the District by the employee, OR BY PERSONAL CONTACT, and the District shall notify CSEA after the third refusal for employment within the class from which employee was laid off, his/her name shall be removed from employment list. It is the responsibility of the laid off employee to keep the district Personnel Office informed of a current mailing address.

The laid off employee shall have his/her name restored to list upon written request to the Director of Personnel.

Section 9. EMPLOYEE NOTIFICATION TO DISTRICT:

An employee shall notify the district of his or her intent to accept or refuse reemployment within five (5) working days following postmark of the reemployment notice OR PERSONAL CONTACT OF SUCH NOTICE. If the employee accepts reemployment, the employee must report to work within fourteen (14) calendar days after acceptance. The District may extend these time frames for reasonable cause. An employee given notice of reemployment need not accept the reemployment to maintain the employee's eligibility on the reemployment list, provided the employee notified the District of refusal of reemployment within five (5) working days from receipt of the reemployment notice.

Section 10. REEMPLOYMENT IN HIGHEST CLASS:

Employees shall be reemployed in the highest rated job classification available in accordance with their class seniority. Employees who accept a position lower than their highest former class shall retain their original thirty-nine (39) month rights plus an additional twenty-four (24) months to the higher paid position.

Section 11. IMPROPER LAYOFF:

Any 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.

Section 12. VOLUNTARY DEMOTION OR VOLUNTARY REDUCTION IN HOURS:

Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the employee's option, returned to a position in their former class or to positions 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.

Section 13. LAYOFF IN LIEU OF DISPLACING:

An employee who elects a layoff in lieu of displacing maintains his/her reemployment rights under this agreement.

Section 14. RIGHTS DURING INVOLUNTARY UNPAID STATUS:

Upon return to work, the district shall disregard the break in service of the employee and classify him as, and restore to him all of the rights, benefits and burdens of a permanent employee in the class to which he is reinstated or reemployed.

Section 15. RETIREMENT IN LIEU OF LAYOFF:

An employee who is laid off may elect service retirement and the district shall notify PERS that retirement was due to layoff upon receipt of notification by the employee. Such employee shall within ten (10) workdays prior to the effective date of proposed layoff complete and submit a retirement form provided by the district for this purpose. This employee's name shall be placed on a reemployment list for thirty-nine (39) months.

Section 16. EMPLOYEE ROSTER:

The District shall provide CSEA an updated seniority roster annually indicating bargaining unit employees' class and hire date (including lower classes when layoffs occur for those employees effected by the layoff) in which employee served.

**ARTICLE 35
DISCIPLINARY ACTION**

A. STATUS OF PERMANENT EMPLOYEES

After serving a probationary period of 130 days in paid status, (police, one calendar year) an employee in the classified service shall thereupon be designated as a permanent employee. No person in the permanent classified service shall be suspended, demoted or dismissed, except for reasonable cause as detrimental to the efficiency of the classified service.

B. DISCIPLINE OF PROBATIONARY EMPLOYEE

Probationary classified employees are not accorded the rights of regular permanent classified employees. Probationary classified employees shall be given reasonable separation notice and the right to request a conference with the Director of Personnel if dismissal is recommended. Probationary classified employees may be dismissed at any time.

C. DEFINITIONS

1. Dismissal: Permanent removal from the employment of the District.
2. Suspension: Temporary removal from employment for a specified period of time without pay.
3. Demotion: Permanent placement in a lower classification without the employee's written voluntary consent.
4. Disciplinary Action:

Includes any action whereby a permanent employee is deprived of any classification or any benefits or rights attendant upon any classification in which the employee has permanence, including suspension, dismissal or demotion without the employee's voluntary consent, except for layoff for lack of work or lack of funds.

5. Charges:

A basis for imposition of discipline upon an employee. The charges for which an employee may be disciplined are set forth in Paragraph IV below.

6. Incident:

A specific transaction, occurrence, act or omission, which constitutes the factual basis upon which a charge is based.

7. Skelly Conference:

A conference at which the charges and incidents are reviewed with the employee and the employee is allowed to respond.

8. President:

The President at Fresno City College, the President at Reedley College, Vice Chancellor of North Centers, or the Chancellor, or their designee at the district office.

9. Notice of: Charges and Recommended Disciplinary Action

Notice of Charges and Recommended Disciplinary Action sets forward the alleged charges and incidents upon which the District seeks to discipline an employee. The Notice of Charges and Recommended Disciplinary Action shall not be considered a formal disciplinary recommendation until the Skelly Conference has taken place and the President, Vice Chancellor, Chancellor or his/her designee, has a recommendation to the Board of Trustees that the employee be disciplined. Until the President, Vice Chancellor, Chancellor or his/her designee, has approved the Notice of Charges and Recommended Disciplinary Action, it

shall merely be considered a proposed disciplinary measure by the immediate supervisor.

D. CHARGES

A permanent classified employee may have disciplinary action taken against him or her based on any of the charges set forth below:

1. Job Performance:

- a. Incompetence.
- b. Inefficiency in the performance of the duties of his or her position.
- c. Inattention to or dereliction of duty, including, but not limited to, carelessness or negligence in the performance of one's duties or in the care or use of District property.
- d. Insubordination, including, but not limited to, refusal to perform assigned work or to carry out directions of authorized District personnel.
- e. Excessive or unexcused absenteeism.
- f. Excessive tardiness.
- g. Absence from duty without prior authorization or failure to report after a leave has expired or after notice has been provided that a leave has been disapproved, revoked or canceled.
- h. Failure to report for work within a reasonable time after notice of recall from layoff.
- i. Inability to perform assigned duties, including, but not limited to, mental or physical incapacity.
- j. Failure to possess or maintain required licenses.
- k. Inability to be insured or bonded at the District's standard rate.

2. Personal Conduct:

- a. Discourteous, offensive, or abusive conduct or language toward fellow employees, students, or the public.
- b. Any conduct which bears some rational relationship to the employment and is of a character that can reasonably result in the impairment of the public service of the District.
- c. Reporting for duty under the influence of or, carrying into District facilities, or

possessing, consuming, or using on District premises, or inducing or causing others to use, drugs or other controlled substances; or giving, selling, or delivering such items to any other person on District premises.

- d. Drinking alcoholic beverages on the job, or reporting for work under the influence of alcohol, or carrying an alcoholic beverage into a District facility or onto District property without prior authorization.
- e. Marking, defacing, damaging, writing, or drawing on any District property not designed for that purpose.
- f. Furnishing confidential information and/or material to unauthorized personnel or removal of records from an employee's personnel file.
- g. Unauthorized review of an employee's personnel file or unauthorized removal of records from an employee's personnel file.
- h. Abuse of leave privileges.
- i. Dishonesty.
- j. Falsifying any information supplied to the District, including but not limited to, information supplied on application forms, employment records, examination materials, time sheets or cards, absence forms, or other records.
- k. Unauthorized use of a District vehicle, including, but not limited to, transporting unauthorized persons in a District vehicle; or driving a vehicle on District business when one's driver's license has expired, been suspended, revoked or is in violation of any condition specified by the Department of Motor Vehicles.
- l. Offering anything of value or any service in exchange for special treatment in connection with one's job or employment, or accepting anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.
- m. Fraud in securing employment with the District.

3. Violation of Laws, Policies, Procedures, and Other Agreements

- a. Engaging in political activity during assigned hours of employment or otherwise in violation of applicable rules or agreements.
- b. Failure to report for a District-required medical examination after due notice.
- c. Conviction of a sex offense as defined in Education Code Section 87010 or other provisions of the law.

- d. Conviction of a narcotics offense as defined in Education Code Section 87011 or other provisions of the law.
- e. Conviction of a felony or a misdemeanor involving moral turpitude. A plea of guilty or a plea of nolo contendere to a charge of a felony or any misdemeanor involving moral turpitude is deemed to be a conviction within the meaning of this section.
- f. Advocacy of overthrow of federal, state, or local government by force, violence or other unlawful means.
- g. Inducement or attempt to induce any employee to commit an unlawful act or to act in violation of any District policy, rule, or regulation.
- h. Violation of or failure to comply with, established procedures in the work unit, provisions of the Education Code, District policies, rules or regulations, or rules and regulations made applicable to public community colleges by the Governing Board or by an appropriate federal, state, or local government.

E. TIME PERIOD FOR BRINGING DISCIPLINARY ACTION

No disciplinary action shall be taken for any cause which arose more than four (4) years preceding the date of the filing of the Notice of Charges and Recommended Disciplinary Action unless such cause was concealed or not disclosed by the employee or such cause could not have reasonably been discovered by the District.

F. (SHORT TERM) SUSPENSION AND LEAVE

1. Short Term Suspension

A president, or his designee, may immediately suspend an employee without pay for up to and including five (5) working days. In such cases, the president shall orally notify the employee of the reason(s) for the suspension and the employee shall be allowed the opportunity to respond orally at that time.

Within a reasonable time after the suspension, written charges will be prepared and served upon the employee. The Governing Board shall make its determination to ratify, reject, or modify the suspension at the next available Board meeting after the suspension. If the Board upholds the suspension, the employee shall be notified in writing of the Board's decision.

The decision of the Board shall be final unless the employee requests a hearing in writing within fourteen (14) calendar days after notice of the Board's action has been served. If the employee requests a hearing, the Personnel Commission shall conduct a hearing within fourteen (14) calendar days.

2. Administrative Leave

Administrative leave is a separation from employment with pay. If the president or his designee determines that it is in the best interest of the district, he or she may place an employee on leave with pay pending investigation preliminary to taking disciplinary action. The president shall comply with all disciplinary procedures required by this Article at the earliest possible time.

G. GENERAL DISCIPLINARY PROVISIONS

Informal discipline can include counseling or a written reprimand which is placed in an employee's personnel file subject to the provisions described in the SCCCD/CSEA Agreement. Informal discipline does not require written notice of recommended disciplinary action and charges and is not subject to appeal. No informal discipline is necessary prerequisite to any other disciplinary action, formal or informal.

It is the district's responsibility to present the employee to be disciplined with a "notice of recommended disciplinary action and charges" prior to the imposition of discipline unless otherwise specified in this Article.

Discipline may be recommended in accordance with this section if, in the judgment of the immediate supervisor, or other authorized administrator, disciplinary action is needed. Prior to the Skelly conference, an employee against whom disciplinary action has been recommended shall be presented with the Notice of Recommended Disciplinary Action and Charges.

1. Notice of Recommended Disciplinary Action and Charges

The Notice of Recommended Disciplinary Action and Charges shall include the following:

a. A statement of the charges upon which the disciplinary action is recommended; a statement in ordinary and concise language of each specific incident upon which the charges are based; the Recommended Disciplinary Action; and a statement as to provisions of Section IV, if any which has been violated.

b. A statement that the employee will be accorded a Skelly conference with the College President or Chancellor at a time and place prescribed in the Notice of Recommended Disciplinary Action and Charges, with an opportunity at that time to respond to each charge and incident.

- c. The employee's right to have copies of the material upon which the disciplinary action is based.
- d. The employee's right to appear personally and to be represented by a person or counselor of their choice.
- e. The Personnel Director shall file the Notice for Recommended Disciplinary Action and Charges and shall be deemed complete upon personal delivery or upon deposit in the U.S. registered/certified mail, return receipt requested, and addressed to the last known address of the employee as contained in district personnel office records.

2. Skelly Conference

The purpose of the Skelly Conference is to review the Notice of Recommended Disciplinary Action and Charges, charge by charge, incident by incident, to allow the employee to respond to each charge and incident.

The conference shall be an informal meeting and shall not be conducted by formal evidentiary rules. The conference may be tape recorded by mutual agreement. The conference shall be conducted on the date stated on the original Notice of Recommended Disciplinary Action and Charges provided to the employee, unless a change is mutually agreed to by the president or his designee and the employee. The president or his designee will serve as the administrator responsible for conducting the conference. During the conference the employee may be represented by a person of their choice. The president or his/her designee shall, after the conclusion of the conference, make a determination of the appropriateness of the recommended disciplinary action and the charges and incidents upon which such disciplinary action is recommended. The president will retain the taped copy of the conference for possible reference, and a copy shall be made available to the employee upon request.

The president may accept, modify, or reject the Notice of Recommended Disciplinary Action and Charges prior to forwarding his or her recommendation to the Board of Trustees

3. Revision of Notice of Recommended Disciplinary Action and Charges

Following service of the Notice of Recommended Disciplinary Action and Charges upon the employee, an amended or supplemental Notice of Recommended Disciplinary Action and Charges may be served upon the employee. If the amended or supplemental recommendation presents new charges or incidents, the employee shall be afforded a reasonable opportunity to discuss the new matters with his or her immediate superior and the president.

4. Employee Status Pending Decision by Governing Board

With the exception of an employee placed on short-term suspension or administrative leave, the recommended disciplinary action shall not take effect until the Governing Board takes action. The employee against whom disciplinary action has been recommended shall remain on active duty status and shall be responsible for fulfilling the duties of the position pending a decision by the Board unless otherwise stated in these rules.

5. Governing Board

The Board retains the right to accept, modify, or reject any portion of the Notice of Recommended Disciplinary Action. The Board may also accept, increase, or decrease the disciplinary penalty. The Board may ask for further evidence or information prior to mailing its decision. Finally, the Board may accept the recommendation of the district administration, take action in closed session, and report that action.

6. Personnel Commission Hearing

The decision of the Board is final, unless the employee requests within fourteen (14) calendar days, in writing, a hearing. The employee's failure to request a hearing shall constitute a final waiver of the employee's right to a hearing. The director of personnel shall correspond to the employee describing his or her appeal rights.

In the event of elimination of the personnel commission, the employee shall have the right to request the appointment of an arbitrator as provided in Article 26, Section V, D.

ARTICLE 36
CLASSIFICATION STUDIES

Classification studies designed to analyze and study a whole class or classes and/or job families, shall be performed only by mutual agreement by and between the CSEA and district which shall be limited in frequency to not more than one such study in any five (5) year period.

AGREEMENT

This Agreement, made and entered into this _____ day of December 2006, between the State Center Community College District and the California School Employees Association and its Chapter 379, its successor and/or affiliates, is effective upon ratification as set forth in Article 1 of this Agreement and shall remain in full force and effect until the close of the workday June 30, 2009.

This final settlement agreement concludes bargaining on all issues currently the subject of negotiations between the parties.

Any article proposed for amendment by the Exclusive Representative in accordance with Article 32,

shall be deemed herein to remain unchanged in the Collective Bargaining Agreement unless otherwise expressly stated.

**IN WITNESS WHEREOF, EACH OF THE PARTIES AFFIX THEIR SIGNATURES
HERETO ON THIS _____ DAY OF DECEMBER 2006.**

STATE CENTER COMMUNITY
COLLEGE DISTRICT

CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION CHAPTER 379

RANDY ROWE, Associate
Vice Chancellor, Human Resources
State Center Community College District

BILL CARR
Chief Negotiator

LISA MACIEL
CSEA President, Chapter 379

LARRY DICKSON

RITA GERARD

STEVE GRUSIS

MICHAEL WALLACE
CSEA Representative

BARGAINING UNIT CLASSIFICATIONS

Appendix I

CLERICAL CLASSIFICATIONS**SALARY RANGE**

| | |
|--|----|
| Office Assistant III | 48 |
| Phone Communications Operator/Technician | 48 |
| Communications Dispatcher | 44 |
| Office Assistant II | 41 |
| Phone Communications Operator II | 41 |
| Office Assistant I | 38 |
| Office Assistant I - Hmong | 38 |
| Office Assistant I - Spanish | 38 |
| Phone Communications Operator I | 38 |

DUPLICATING CLASSIFICATIONS

| | |
|--|----|
| Printing Trades Technician | 52 |
| Lead Duplicating Operations Technician | 52 |
| Duplicating Operations Technician | 50 |
| Duplicating Operator | 46 |

SECRETARIAL CLASSIFICATIONS

| | |
|--|----|
| Secretary to the Assistant Vice Chancellor | 57 |
| Administrative Secretary I | 48 |
| Department Secretary | 44 |

ACCOUNTING CLASSIFICATIONS

| | |
|--------------------------|----|
| Accountant/Auditor | 66 |
| Accounting Technician II | 61 |
| Accounting Technician I | 57 |
| Accounting Clerk III | 48 |
| Cashier | 44 |
| Accounting Clerk II | 41 |
| Accounting Clerk I | 38 |

PURCHASING CLASSIFICATIONS

| | |
|-------|----|
| Buyer | 61 |
|-------|----|

BOOKSTORE CLASSIFICATIONS

| | |
|-----------------------------------|----|
| Operations Assistant | 57 |
| Shipping and Receiving Specialist | 50 |
| Bookstore Purchasing Clerk | 48 |
| Textbook Purchasing Clerk | 48 |
| Bookstore Sales Clerk III | 43 |
| Bookstore Cashier | 41 |
| Bookstore Stock Clerk | 41 |
| Bookstore Sales Clerk II | 40 |
| Bookstore Sales Clerk I | 37 |
| Bookstore Assistant | 31 |

INFORMATION TECHNOLOGY

CLASSIFICATIONS

SALARY RANGE

| | |
|---|----|
| Lead Programmer Analyst | 79 |
| Senior Systems and Network Analyst | 79 |
| Database Administrator | 75 |
| Network Coordinator | 74 |
| Programmer Analyst | 73 |
| Systems Technical Resource Analyst | 73 |
| Communication/Telephone Technician | 66 |
| Data Processing Assistant | 66 |
| Distance Ed/Information Technology Support Tech | 66 |
| Management Information System Trainer | 66 |
| Programmer | 66 |
| Webmaster | 66 |
| Computer Operator/Information Technology Support Tech | 63 |
| Micro-Computer Resource Technician | 63 |
| Micro-Computer Specialist | 60 |

LIBRARY/LEARNING RESOURCES

CLASSIFICATION

| | |
|--------------------------------------|----|
| Audio-Visual Maintenance Specialist | 63 |
| Library Services Assistant | 56 |
| Library Technical Services Assistant | 54 |
| Library/Learning Resources III | 48 |
| Library/Learning Resources II | 41 |
| Library/Learning Resources I | 38 |

STUDENT SERVICES CLASSIFICATIONS

| | |
|---|----|
| School Relations Specialist | 69 |
| Gear Up Coordinator | 66 |
| Job Placement Coordinator | 66 |
| Neighborhood Centers Coordinator | 66 |
| Sign Language Interpreter Coordinator | 66 |
| Targeted Student Project Coordinator | 66 |
| Job Placement Specialist | 63 |
| Job Developer | 62 |
| Job Developer-DSP&S | 62 |
| Job Developer-Hmong | 62 |
| Financial Aid Assistant II | 60 |
| Educational Advisor | 57 |
| College Center Assistant | 57 |
| Assesment Technician | 57 |
| Financial Aid Assistant I | 57 |
| Employment,Case Management Specialist-CalWorks/JTPA | 54 |
| OASIS/EOP&S Assistant | 54 |
| Student Personnel Services Assistant | 54 |
| Student Personnel Assistant-Native American Indian | 54 |

STUDENT SERVICES CLASSIFICATIONS (Cont'd)

SALARY

| | |
|----------------------------------|----|
| Gear Up Assistant | 52 |
| Student Services Specialist | 52 |
| Upward Bound Assistant | 52 |
| Workshop Facilitator | 52 |
| Workshop Facilitator - Spanish | 52 |
| Job Placement Assistant | 51 |
| Job Placement Assistant-DSP&S | 51 |
| Eligibility/Assessment Assistant | 48 |
| Job Coach | 41 |
| Job Coach-Hmong | 41 |
| Reg To Go Orientation Assistant | 41 |
| Office Greeter/Receptionist | 38 |
| Registration Assistant | 33 |

INSTRUCTIONAL SUPPORT
CLASSIFICATIONS

| | |
|--|----|
| Nursing Skills Resource Assistant | 62 |
| Electronics/Microcomputer Technician | 60 |
| Athletic Equipment Manager | 50 |
| Early Childhood Education Specialist | 50 |
| Instructional Technician-Aeronautics | 50 |
| Instructional Technician-Ag Mechanics | 50 |
| Instructional Technician-Art | 50 |
| Instructional Technician-Automotive | 50 |
| Instructional Technician-Auto Body & Fender | 50 |
| Instructional Technician-Biological Science | 50 |
| Instructional Technician-Chemistry/Physical Science | 50 |
| Instructional Technician-Costume Maker | 50 |
| Instructional Technician-Dental Assisting | 50 |
| Instructional Technician-Farm Lab | 50 |
| Instructional Technician-General Science | 50 |
| Instructional Technician-Graphics | 50 |
| Instructional Technician-Greenhouse | 50 |
| Instructional Technician- Healthcare Interp Lang Coach | 50 |
| Instructional Technician-Machine Shop | 50 |
| Instructional Technician-Microcomputer Lab | 50 |
| Instructional Technician-Physical Science | 50 |
| Instructional Technician-Clerical office Training | 50 |
| Instructional Technician-Skills Center | 50 |
| Instructional Technician-Welding | 50 |
| Instructional Technician-Reprographics | 50 |
| Piano Accompanist | 49 |
| International Education Assistant | 48 |
| Instructional Aide-Child Development Lab | 32 |
| Instructional Aide | 32 |

MISCELLANEOUS TECHNICAL
CLASSIFICATIONS

SALARY

| | |
|---|----|
| Occupational Health & Safety Officer | 72 |
| Clovis Center Coordinator | 69 |
| Madera Center Coordinator | 69 |
| Public Information Officer | 68 |
| Education Resource Center Coordinator | 66 |
| Grants Officer | 66 |
| Institutional Research Coordinator | 66 |
| Sales and Marketing Coordinator | 66 |
| Talent Search Coordinator | 66 |
| University Center Coordinator | 66 |
| Upward Bound Coordinator | 66 |
| Workshops, Seminars & Conferences Coordinator | 66 |
| Human Resources Analyst | 64 |
| Theater Manager | 61 |
| International Trade Specialist | 60 |
| Research Assistant | 60 |
| Program Development Assistant | 60 |
| Program Development Assistant-Allied Health | 60 |
| Program Development Assistant-Computer Tech | 60 |
| College Trainer | 60 |
| Marketing Specialist | 60 |
| Robotics, Automation Systems Specialist | 60 |
| Campus Business Assistant | 57 |
| Curriculum Assistant | 57 |
| Administrative Assistant | 55 |
| Graphic Artist | 54 |
| Publications Specialist | 53 |
| Administrative Aide | 53 |
| Talent Search Assistant | 52 |
| Automotive Parts Technician | 50 |
| Nursery Assistant | 50 |
| Personnel Technician | 50 |
| Newswriter-Reporter | 50 |
| Tutorial Assistant | 50 |
| Business Facilities Assistant | 48 |
| Copy Center Specialist | 48 |
| Toolroom Attendant | 43 |
| Photographer | 32 |

FOOD SERVICES CLASSIFICATIONS

| | |
|------------------------|----|
| Baker | 43 |
| Cook | 43 |
| Food Service Worker II | 36 |
| Food Service Worker I | 33 |
| Cafeteria Attendant | 31 |

POLICE CLASSIFICATIONS

SALARY

| | |
|--------------------|----|
| Sergeant of Police | 67 |
| Police Officer | 57 |

TRANSPORTATION CLASSIFICATION

| | |
|---|----|
| Transportation and Operations Assistant | 55 |
| Bus Driver | 40 |
| DSP&S Mobility Driver | 32 |

BUILDING MAINTENANCE CLASSIFICATIONS

| | |
|---------------------------------------|----|
| Lead Maintenance Person | 69 |
| Construction Services Assistant | 66 |
| Electrician | 64 |
| Air Conditioning and Heating Mechanic | 63 |
| Air Conditioning/Plumbing Specialist | 63 |
| Boiler/Plumber Specialist | 63 |
| Building Generalist | 63 |
| Carpenter | 63 |
| Vehicle Mechanic | 63 |
| Painter | 63 |
| Building Locksmith Generalist | 60 |
| Maintenance Specialist | 60 |
| Maintenance Worker II | 54 |
| Facility Services Assistant | 46 |
| Maintenance Worker I | 46 |
| Warehouse Worker | 46 |
| Physical Education Attendant | 43 |

GROUNDS MAINTENANCE CLASSIFICATIONS

| | |
|-------------------------------|----|
| Lead Groundskeeper | 55 |
| Groundskeeper III | 50 |
| Small Engine/Equipment Repair | 50 |
| Groundskeeper II | 46 |
| Groundskeeper I | 43 |

CUSTODIAL MAINTENANCE CLASSIFICATIONS

| | |
|----------------------------|----|
| Lead Custodian | 46 |
| General Utility Worker | 43 |
| Maintenance Utility Worker | 43 |
| Custodian | 41 |

CONFIDENTIAL CLASSIFICATIONS

SALARY

| | |
|--|----|
| Public Information Officer/Assistant for Research & Educational Services | 72 |
| Human Resources/MIS Data Researcher | 63 |
| Executive Secretary to the Chancellor | 61 |
| Accounting Technician II (Payroll) | 59 |
| Benefits Specialist (Payroll) | 59 |
| Educational Services Assistant | 58 |
| Secretary to the President | 58 |
| Secretary to the Vice President | 58 |
| Personnel Assistant-Confidential | 57 |
| Administrative Assistant - Confidential | 56 |
| Accounting Technician I (Payroll) | 55 |
| Personnel Technician - Confidential | 51 |
| Administrative Secretary | 50 |
| Accounting Clerk III (Payroll) | 46 |

MANAGEMENT CLASSIFICATIONS

| | |
|---|----|
| College Business Manager | 66 |
| District Director of Capital Projects | 59 |
| Director of Information Systems | 59 |
| Director of Finance | 59 |
| Executive Director of Foundation | 59 |
| Executive Director-Public and Legislative Relations | 59 |
| Director of Human Resources | 57 |
| Director of Classified Personnel | 54 |
| Director of Purchasing | 50 |
| Plant Facilities Manager | 50 |
| Assistant Director of Information Systems | 50 |
| Accounting Manager | 44 |
| Associate College Business Manager | 44 |
| Chief of Police | 44 |
| College Director of Marketing & Communications | 44 |
| Director of Maintenance and Operations | 44 |
| Director of Environmental Health & Safety | 44 |
| Farm Production Supervisor | 44 |
| Bookstore Manager | 44 |
| Assistant Bookstore Manager | 40 |
| Construction Services Manager | 40 |
| Accounting Supervisor | 37 |
| Police Lieutenant | 37 |
| Admissions and Records Manager | 34 |
| Admissions, Records and Financial Aid Manager | 34 |
| Campus Financial Aid Manager | 34 |
| Food Services Manager | 34 |
| Records Officer | 34 |
| Registration Officer | 34 |
| Building Services Manager | 30 |

MANAGEMENT CLASSIFICATIONS

SALARY

| | |
|---------------------------------------|----|
| Custodial Manager | 30 |
| Grounds Services Manager | 30 |
| Print, Media & Communications Manager | 30 |
| Residence Hall Supervisor | 30 |
| Assistant Food Service Manager | 24 |

| State Center Community College District | | | | | |
|--|----------|-----------|-----------|-----------|-----------|
| Annual Schedule R | | | | | |
| Effective July 1, 2006 | | | | | |
| | A | B | C | D | E |
| 31 | \$23,521 | \$ 24,740 | \$ 26,035 | \$ 27,361 | \$ 28,703 |
| 32 | \$24,176 | \$ 25,396 | \$ 26,630 | \$ 28,018 | \$ 29,467 |
| 33 | \$24,740 | \$ 26,035 | \$ 27,361 | \$ 28,703 | \$ 30,106 |
| 34 | \$25,396 | \$ 26,630 | \$ 28,018 | \$ 29,467 | \$ 30,912 |
| 35 | \$26,035 | \$ 27,361 | \$ 28,703 | \$ 30,106 | \$ 31,675 |
| 36 | \$26,630 | \$ 28,018 | \$ 29,467 | \$ 30,914 | \$ 32,453 |
| 37 | \$27,361 | \$ 28,703 | \$ 30,106 | \$ 31,675 | \$ 33,275 |
| 38 | \$28,018 | \$ 29,467 | \$ 30,914 | \$ 32,453 | \$ 34,130 |
| 39 | \$28,703 | \$ 30,106 | \$ 31,675 | \$ 33,275 | \$ 34,877 |
| 40 | \$29,467 | \$ 30,914 | \$ 32,453 | \$ 34,130 | \$ 35,853 |
| 41 | \$30,106 | \$ 31,675 | \$ 33,275 | \$ 34,877 | \$ 36,679 |
| 42 | \$30,912 | \$ 32,453 | \$ 34,130 | \$ 35,853 | \$ 37,635 |
| 43 | \$31,675 | \$ 33,275 | \$ 34,877 | \$ 36,676 | \$ 38,535 |
| 44 | \$32,453 | \$ 34,130 | \$ 35,853 | \$ 37,635 | \$ 39,481 |
| 45 | \$33,275 | \$ 34,877 | \$ 36,676 | \$ 38,535 | \$ 40,425 |
| 46 | \$34,130 | \$ 35,853 | \$ 37,635 | \$ 39,481 | \$ 41,476 |
| 47 | \$34,877 | \$ 36,676 | \$ 38,535 | \$ 40,425 | \$ 42,482 |
| 48 | \$35,853 | \$ 37,635 | \$ 39,481 | \$ 41,476 | \$ 43,549 |
| 49 | \$36,676 | \$ 38,535 | \$ 40,425 | \$ 42,482 | \$ 44,603 |
| 50 | \$37,635 | \$ 39,481 | \$ 41,476 | \$ 43,549 | \$ 45,775 |
| 51 | \$38,535 | \$ 40,425 | \$ 42,482 | \$ 44,603 | \$ 46,843 |
| 52 | \$39,481 | \$ 41,476 | \$ 43,549 | \$ 45,775 | \$ 48,001 |
| 53 | \$40,425 | \$ 42,482 | \$ 44,603 | \$ 46,843 | \$ 49,160 |
| 54 | \$41,476 | \$ 43,549 | \$ 45,775 | \$ 48,001 | \$ 50,364 |
| 55 | \$42,482 | \$ 44,603 | \$ 46,843 | \$ 49,160 | \$ 51,629 |
| 56 | \$43,549 | \$ 45,775 | \$ 48,001 | \$ 50,364 | \$ 52,925 |
| 57 | \$44,603 | \$ 46,843 | \$ 49,160 | \$ 51,629 | \$ 54,210 |
| 58 | \$45,775 | \$ 48,001 | \$ 50,364 | \$ 52,925 | \$ 55,562 |
| 59 | \$46,843 | \$ 49,160 | \$ 51,629 | \$ 54,205 | \$ 56,843 |
| 60 | \$48,001 | \$ 50,364 | \$ 52,925 | \$ 55,562 | \$ 58,291 |
| 61 | \$49,160 | \$ 51,629 | \$ 54,205 | \$ 56,843 | \$ 59,723 |
| 62 | \$50,364 | \$ 52,925 | \$ 55,562 | \$ 58,291 | \$ 61,203 |
| 63 | \$51,629 | \$ 54,205 | \$ 56,843 | \$ 59,723 | \$ 62,696 |
| 64 | \$52,925 | \$ 55,562 | \$ 58,291 | \$ 61,203 | \$ 64,297 |
| 65 | \$54,205 | \$ 56,843 | \$ 59,723 | \$ 62,696 | \$ 65,836 |
| 66 | \$55,562 | \$ 58,291 | \$ 61,203 | \$ 64,297 | \$ 67,559 |
| 67 | \$56,843 | \$ 59,723 | \$ 62,696 | \$ 65,836 | \$ 69,113 |
| 68 | \$58,291 | \$ 61,203 | \$ 64,297 | \$ 67,559 | \$ 70,866 |
| 69 | \$59,723 | \$ 62,696 | \$ 65,836 | \$ 69,113 | \$ 72,573 |
| 70 | \$61,203 | \$ 64,297 | \$ 67,559 | \$ 70,866 | \$ 74,389 |
| 71 | \$62,696 | \$ 65,836 | \$ 69,113 | \$ 72,573 | \$ 76,232 |
| 72 | \$64,297 | \$ 67,559 | \$ 70,866 | \$ 74,389 | \$ 78,137 |
| 73 | \$65,836 | \$ 69,113 | \$ 72,573 | \$ 76,232 | \$ 80,028 |
| 74 | \$67,559 | \$ 70,866 | \$ 74,389 | \$ 78,137 | \$ 82,085 |
| 75 | \$69,113 | \$ 72,573 | \$ 76,232 | \$ 80,028 | \$ 84,097 |
| 76 | \$70,866 | \$ 74,389 | \$ 78,137 | \$ 82,085 | \$ 86,186 |
| 77 | \$72,573 | \$ 76,232 | \$ 80,028 | \$ 84,097 | \$ 88,244 |
| 78 | \$74,389 | \$ 78,137 | \$ 82,085 | \$ 86,186 | \$ 90,408 |
| 79 | \$76,261 | \$ 80,059 | \$ 84,128 | \$ 88,306 | \$ 92,648 |

CLASSIFIED GRIEVANCE FORM Grievance No. *
 (For use by classified bargaining unit members)

| | | |
|--|---|-----------------------|
| Employee name | College | Department |
| Date of alleged violation | Date of informal discussion | Date of oral response |
| Date of filing of this statement | Specific articles and sections alleged to have been violated: | |
| Explanation of alleged violation, including all pertinent supportive facts. | | |
| Statement of relief, remedy, action believed necessary to resolve this grievance. | | |
| Signature: _____ | | |
| Level I: Step 1 – Supervisor response to grievance | Date of Receipt: _____ | |
| | Date of Response: _____ | |
| Signature: _____ | Grievance Resolved: <input type="checkbox"/> | |
| | Grievance Denied: <input type="checkbox"/> | |
| Level I: Step 2 – Employee response to Step 1 decision and if not acceptable, reasons for appeal to Level II | Date of Receipt: _____ | |
| | Date of Response: _____ | |
| Signature: _____ | Decision Acceptable: <input type="checkbox"/> | |
| | Appeal to Level II: <input type="checkbox"/> | |

*Call office of the Associate Vice Chancellor, Human Resources
to obtain a Grievance Number

| | |
|--|--|
| <p>Level II: Step 1 – College President/Designee response to grievance</p> <p>Signature: _____</p> | <p>Date of Receipt: _____</p> <p>Date of Response: _____</p> <p>Grievance Resolved: <input type="checkbox"/></p> <p>Grievance Denied: <input type="checkbox"/></p> |
| <p>Level II: Step 2 – Employee response to Step 1 decision and, if not acceptable, reasons for appeal to Level III</p> <p>Signature: _____</p> | <p>Date of Receipt: _____</p> <p>Date of Response: _____</p> <p>Decision Acceptable: <input type="checkbox"/></p> <p>Appeal to Level III: <input type="checkbox"/></p> |
| <p>Level III: Step 1 – Chancellor/Designee response to grievance</p> <p>Signature: _____</p> | <p>Date of Receipt: _____</p> <p>Date of Response: _____</p> <p>Grievance Resolved: <input type="checkbox"/></p> <p>Grievance Denied: <input type="checkbox"/></p> |
| <p>Level III: Step 2 – Employee response to step 1 decision and, if not acceptable, reasons for appeal to Level IV</p> <p>Signature: _____</p> | <p>Date of Receipt: _____</p> <p>Date of Response: _____</p> <p>Decision Acceptable: <input type="checkbox"/></p> <p>Appeal to Level IV: <input type="checkbox"/></p> |
| <p>Level IV: Final and Binding Decision of the Arbitrator</p> | <p>Date of Receipt: _____</p> <p>Date of Hearing: _____</p> <p>Date of Response: _____</p> <p>Grievance Resolved: <input type="checkbox"/></p> <p>Grievance Denied: <input type="checkbox"/></p> |

Notes:

1. Attach all responses to this form at all levels.
2. Observe time frame requirements of pertinent policy.