

MASTER AGREEMENT

JULY 1, 2017 THROUGH JUNE 30, 2020

MASTER AGREEMENT
Between
COLLEGE OF THE SEQUOIAS
COMMUNITY COLLEGE DISTRICT
and
COLLEGE OF THE SEQUOIAS
CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION, CHAPTER 408
(CSEA)

Board Approved: September 11, 2017

Sequoias Community
College District



College of the Sequoias

915 S. Mooney Blvd., Visalia, California 93277-2214

TABLE OF CONTENTS

| | Page |
|------------------------------------------------------------------------------------------|------|
| Preamble | iii |
| Definitions | iv |
| Article | |
| I. Recognition | 1 |
| II. No Discrimination..... | 2 |
| III. Check–Off and Organizational Security | 3 |
| IV. Bargaining Unit Member Rights..... | 5 |
| V. Organizational Rights | 9 |
| VI. Job Representatives / Stewards..... | 10 |
| VII. Hours and Overtime | 11 |
| VIII. Pay and Allowances | 14 |
| IX. Bargaining Unit Member Expenses and Materials | 16 |
| X. Health and Welfare Benefits | 17 |
| XI. Holidays | 20 |
| XII. Vacation Plan | 22 |
| XIII. Leaves | 24 |
| XIV. Retraining and Study..... | 29 |
| XV. Hiring | 30 |
| XVI. Transfers | 33 |
| XVII. Promotion..... | 35 |
| XVIII. Bargaining Unit Member In–Service Training | 37 |
| XIX. Classification, Reclassifications, Job Descriptions and Abolition of Positions..... | 38 |
| XX. Layoff and Re–employment | 40 |
| XXI. Disciplinary Action | 43 |
| XXII. Grievance Procedure | 45 |
| XXIII. Working Conditions..... | 48 |
| XXIV. Safety | 49 |
| XXV. Campus Police Department..... | 50 |
| XXVI. Contracting Out Bargaining Unit Work..... | 53 |
| XXVII. Severability | 54 |
| XXVIII. Negotiations | 55 |
| XXIX. Management Rights | 56 |
| XXX. Discrimination and Harassment Complaint Procedures | 57 |
| XXXI. Duration | 67 |

Appendix

A. Bargaining Unit Classifications68
B. Benefits and Evidence of Coverage72
C. Schedule of Insurance73
D. Employee Parking74
E. COS Retiree Waiver Insurance Coverage Agreement75
F. Classified Monthly Salary Schedule76
G. Classified Annual Salary Schedule77
H. Classified Hourly Salary Schedule78
I. Classified Performance Evaluation Report79
J. Retiree Medicare Amounts81
K. Acknowledgement of Receipt, Board Policy 343082
L. Unlawful Discrimination Complaint Form83

PREAMBLE

The purpose of this agreement is to promote the improvement of personnel management and employer–bargaining unit member relations, provide an equitable and peaceful procedure for the resolution of differences, and establish rates of pay and other terms and conditions of employment.

DEFINITIONS

1. “Academic year” is normally considered to be the period from August through May.
2. “Anniversary date” is the initial date of employment or the date established in accordance with provisions of this Collective Bargaining Agreement.
3. “Bargaining unit seniority” is determined by date of hire.
4. “Bumping right” is the right of a bargaining unit member to displace another bargaining unit member with less seniority in a class based upon California Education Code or provisions of this Collective Bargaining Agreement.
5. “Class or Classification” is any group of positions sufficiently similar in duties, responsibilities, and authority that the same job title, minimum qualifications, and salary range are appropriate for all positions in a class.
6. “Class specification” is the description of the duties, responsibilities, minimum qualifications and authority of positions in a class.
7. “Demotion” is a change in assignment of a bargaining unit member from a position in one class to a position in another class that is allocated to a lower maximum salary rate.
8. “Fiscal year” is July 1 through June 30.
9. “Grievant” is a District bargaining unit member covered by this agreement who is filing a grievance.
10. “Health and Welfare Benefits” means any form of medical, dental and vision plans for the eligible bargaining unit member and dependents and life insurance for the eligible bargaining unit member.
11. “Immediate family” is defined as husband, wife, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, grandfather, grandmother, son-in-law, daughter-in-law, grandchild, step parent, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, or any relative of either spouse living in the immediate household of the bargaining unit member.
12. “Immediate supervisor” is the lowest level of District Management having immediate supervisory authority over the grievant.
13. “Incumbent” is a bargaining unit member assigned to a position and who is currently serving in or on leave from that position.
14. “Industrial accident or illness” is an injury or illness arising out of, or in the course of, employment with the District.
15. “Job Representative/Steward” is an appointee of CSEA who represents other bargaining unit members.
16. “Permanent bargaining unit member” is a regular bargaining unit member who successfully completes an initial probationary period.
17. “Probationary bargaining unit member” is a bargaining unit member who has not completed the prescribed probationary period.

18. "Promotion" is a change in assignment of a bargaining unit member from a position in one class to a position in another class that is allocated to a higher maximum salary rate.
19. "Reclassification" is the modification of a position as a result of permanent change in duties and/or responsibilities being performed by the incumbent in such position.
20. "Re-employment" is the return to duty of a bargaining unit member who has been placed on a re-employment list.
21. "Re-employment list" is a list of names of persons who have been laid off for lack of work or lack of funds, or exhaustion of sick leave, industrial accident or illness, or other leave privileges, and who are eligible for re-employment without examination in their former class for a period of thirty-nine (39) months, said list arranged in order of their right to re-employment.
22. "Regular bargaining unit member" is any bargaining unit member, whether permanent, probationary, full-time or part-time, who is not a substitute, short-term seasonal or student employee.
23. "Salary Schedule" is a series of salary Ranges and Steps which define the rates of pay for all classes.
24. "Salary Step" is one of the salary levels within the range of rates for a class.
25. "Short-term employee" is a person hired for a specific temporary project of limited duration which, when completed, shall no longer be required.
26. "Summer School" is that period when school is in session between May and August which falls outside the academic year.
27. "Working day" is any day on which the Administrative Offices are open for normal business.
28. "Working hours" is all hours in paid status.

ARTICLE I
RECOGNITION

1.1 Acknowledgment:

The District hereby acknowledges that CSEA is the exclusive bargaining representative for classified bargaining unit members holding those positions described in Appendix A.

1.2 New Positions:

All newly created reclassified and modified positions, except those that lawfully are Certificated, Management, Confidential, or Supervisory, shall be assigned to the bargaining unit.

1.3 Negotiation:

The determination of Management, Confidential or Supervisory bargaining units members shall be made by mutual agreement between the District and CSEA. Disputed cases shall be submitted to PERB for resolution.

ARTICLE II

NO DISCRIMINATION

2.1 Discrimination Prohibited:

No bargaining unit member shall be appointed, reduced, removed, or in any way favored or discriminated against for any reasons prohibited by law.

2.2 No Discrimination or Account of CSEA Activity:

Neither the District nor CSEA shall interfere with, intimidate, restrain, coerce, or discriminate against bargaining unit members because of the exercise of rights to engage or not to engage in CSEA activity.

2.3 If any employee believes s/he has been subjected to discriminatory practices or hostile work environment, s/he shall refer to Article XXX. If the employee believes that his or her concerns are not covered by the language in Article XXX, s/he should then schedule a meeting with the CSEA Chapter President (or designee) and/or the Dean, Human Resource Services in order to address the employee's concerns.

ARTICLE III

CHECK-OFF AND ORGANIZATIONAL SECURITY

3.1 Check Off:

CSEA shall have the sole and exclusive right to have membership dues, initiation, and service fees deducted by the district for employees in the bargaining unit. The District shall, upon appropriate written authorizations from any bargaining unit employee, deduct and make appropriate remittance for credit union deposits and/or payments, insurance premiums, tax-deferred programs, charitable contributions and other plans or programs jointly approved by the District and CSEA. The District shall pay all sums so deducted to the designated payee within a reasonable amount of time.

3.2 Dues Deduction:

3.2.1 The District shall deduct dues and/or service fee payments from the wages of all current bargaining unit employees in accordance with the CSEA Dues and Service Fee Schedule adopted by the state and local Association.

3.2.1.1 CSEA representatives shall be responsible for providing the current CSEA Schedule to the District for compliance with this provision.

3.2.2 The District shall deduct dues and/or service fee payments from the wages of all bargaining unit employees who become members of CSEA after the date of the execution of this Agreement and submit to the district a dues authorization form in accordance with the CSEA Dues and Service Fee Schedule adopted by the state and local Association.

3.2.2.1 CSEA representatives shall be responsible for providing the current CSEA Schedule to the District for compliance with this provision.

3.2.3 New employees who hereafter come into the bargaining unit shall, within 30 days of employment apply for membership and execute a dues authorization form as a condition of continued employment. As an alternative, a new unit member not applying for membership in CSEA may have a service fee deducted in accordance with Association regulations and schedule or Article 3.4.

3.2.4 The District shall immediately notify CSEA if any bargaining unit member fails to execute or revokes a dues authorization.

3.2.5 A bargaining unit member may pay fees and dues required by this Article directly to CSEA. The Association shall provide notification to the Dean of Human Resource Services of bargaining unit members making direct payment.

3.3 Religious Objection:

If a bargaining unit member belongs to a religious sect which does not permit its members to belong or pay a service fee to any employee organization, that unit

member will have an amount equal to the service fee deducted from his/her monthly wages. Any funds deducted according to this provision will be equally divided between the general scholarship fund and the COS Foundation, unless specified for one by the unit member.

3.4 Hold Harmless Clause:

CSEA shall indemnify, defend, and hold the District harmless from any and all claims, demands, suits, or any other action arising out of the enactment of this Article.

ARTICLE IV

BARGAINING UNIT MEMBER RIGHTS

4.1 Personnel Files:

- 4.1.1 The personnel file of each bargaining unit member shall be maintained at the District's Human Resource Services office. No adverse action of any kind shall be taken against a bargaining unit member based upon materials which are not in the personnel file.
- 4.1.2 Bargaining unit members shall be provided with copies of any derogatory written material ten (10) workdays before it is placed in a bargaining unit member's personnel file. The bargaining unit member shall be given an opportunity during normal working hours and without loss of pay to initial and date the material and to prepare a written response to such material. The written response shall be attached to the material.
- 4.1.3 A bargaining unit member shall have the right at any reasonable time without loss of pay to examine and/or obtain copies of any material from the bargaining unit member's personnel file with the exception of material that includes:
- 1) Ratings, reports, or records which were obtained prior to the employment of the bargaining unit member involved;
 - 2) Report information derived from background fingerprint check; and
 - 3) Ratings, reports, or records which were obtained as a result of promotional application.
- 4.1.4 All personnel files shall be kept in confidence and shall be available for inspection only to other bargaining unit members of the District when actually necessary in the proper administration of the District's affairs of the supervision of the bargaining unit member.
- The District shall maintain a log indicating the persons who have examined a personnel file as well as the date such examinations were made. Such log and the bargaining unit member's personnel file shall be available for examination by the bargaining unit member or his/her CSEA representative if authorized by the bargaining unit member. The log shall be maintained in the bargaining unit member's personnel file.
- 4.1.5 Written materials placed in a bargaining unit member's permanent personnel file shall be signed, or the originator and date identified.
- 4.1.6 A bargaining unit member shall have the right to prepare a written response to any derogatory information prior to its placement in the permanent personnel file. Derogatory materials shall not be used in subsequent evaluations beyond a period of two (2) years from the date of origin.
- Upon request of the bargaining unit member, any derogatory material in the permanent personnel file shall be placed in a sealed envelope after two (2) years from the date of origin.

4.2 Philosophy and Purpose of Classified Staff Evaluation:

4.2.1 The philosophy and purpose of classified staff evaluation is:

- A.) To identify and commend effective performance.**
- B.) To counsel and assist employees to improve performance.**
- C.) To appropriately document the basis for commendation and/or concerns of job performance.**

4.3 Criteria for Evaluation and Assessment:

The College of the Sequoias Community College District shall provide for the evaluation and assessment of the competency of its CSEA employees as it reasonably relates to each of the following.

- 4.3.1 Performance of the representative duties, skills and abilities assigned per job description.
- 4.3.2 Maintenance of professional and effective attitude toward job performance, while working with other staff, faculty and students and interaction with the public.
- 4.3.3 The evaluation and assessment shall be based upon the supervisor's observation of the employee's work product and/or third party substantiated observation.
- 4.3.4 The person submitting the evaluation shall arrange a meeting with the unit member to discuss and give specific recommendations and direction as a means of improvement to correct deficiencies.

4.4 Evaluation:

No evaluation of any bargaining unit member shall be placed in any personnel file without an opportunity for discussion between the bargaining unit member and the evaluator. The bargaining unit member shall have the right to review and respond to any derogatory evaluation in accordance with Article 4.1.

- 4.4.1 No evaluation shall contain information that has not been obtained through direct observation or appropriate confirmation by the evaluator.
- 4.4.2 Any negative evaluation shall include specific recommendations for improvement and provisions for assisting the bargaining unit member in implementing any recommendations made.

4.5 Performance Evaluation Schedule:

The following schedule shall be followed for the completion of a Performance Evaluation Report and Objective Plan: (Appendix I).

- 4.5.1 Regular probationary bargaining unit members shall be evaluated on or before the completion of his/her 6th month of service.
- 4.5.2 Regular permanent bargaining unit members at Step G shall be evaluated every two years prior to their anniversary month (January or July) or more frequently as deemed necessary by the immediate supervisor or first-level manager.

- 4.5.3 Regular permanent bargaining unit members on Steps A through F shall be evaluated at least annually prior to their anniversary month (January or July) or more frequently as deemed necessary by the immediate supervisor or first-level manager.

4.6 Performance Evaluation Procedure:

- 4.6.1 Each employee's immediate supervisor and/or the first-level manager above the supervisor are responsible for evaluation of the employee's performance. The evaluation should be reviewed by the designated reviewer prior to discussion between the bargaining unit member and evaluator.
- 4.6.2 The reports shall be completed on forms prescribed by the District and CSEA. (Appendix I).
- 4.6.3 The immediate supervisor shall present the completed evaluation to the bargaining unit member and discuss its contents. Upon request of the bargaining unit member, the evaluator will provide a photocopy of the evaluation form prior to forwarding it to the reviewer.
- 4.6.4 The bargaining unit member shall then sign the Performance Evaluation Report and Objective Plan to indicate having reviewed the contents with the evaluator. Signature shall not be interpreted as concurrence with the evaluation.
- 4.6.5 The bargaining unit member shall be provided a copy of the finalized Performance Evaluation Report and Objective Plan upon completion of the evaluation process.
- 4.6.6 An employee who desires to register disagreement with the content of an evaluation may take the following steps:
- A.) Record a statement of objection at the time of the evaluation conference with the immediate supervisor; or,
 - B.) Submit a statement in writing within ten (10) working days of the conference. Such a statement shall be attached to and become a permanent addition to the evaluation document.
 - C.) May request in writing within ten (10) working days a review of his/her evaluation by the rater's immediate supervisor. The rating will be changed only upon a finding by the supervisor that the rating was produced by mistake or fraud.
 - D.) An unsatisfactory evaluation may be appealed to the next level supervisor who will have the final authority to amend, affirm or reverse the evaluation or elements of the evaluation. For the elements of an unsatisfactory evaluation, see 4.7.3 below.

4.7 Unsatisfactory Evaluation:

- 4.7.1 A written unsatisfactory evaluation shall be defined as receiving a rating of one (1) or two (2) for a minimum of three (3) of the seven (7) performance factors listed on the Performance Evaluation Report.

4.7.2 Once an employee receives an unsatisfactory evaluation, the employee shall be given a written improvement plan that clearly documents the actions to be taken to receive a satisfactory evaluation.

4.7.3 Sixty (60) calendar days after an unsatisfactory evaluation is placed in the personnel file, a follow-up evaluation shall be written. The follow-up evaluation will be based on the improvement plan and additional objectives listed on the evaluation that recorded the unsatisfactory performance.

4.8 Temporary Assignment Evaluation:

A bargaining unit member who receives a temporary promotion in excess of the 30 working days should have at least one Performance Evaluation for that assignment.

4.9 Grievance Procedure:

CSEA or any bargaining unit member shall have the right to utilize the grievance procedure for resolving any disputes arising under this Article.

ARTICLE V
ORGANIZATIONAL RIGHTS

5.1 CSEA Rights:

- 5.1.1 The right of access at reasonable times to areas in which bargaining unit members work.
- 5.1.2 The right to use without charge institutional bulletin boards, mailboxes, and the use of school mail system, and other district means of communication for the posting of transmission or information or notices concerning CSEA members.
- 5.1.3 The right to use without charge institutional equipment, facilities, and buildings at reasonable times.
- 5.1.4 The right to review bargaining unit members' personnel files and any other records dealing with the bargaining unit member when authorized by the bargaining unit member.
- 5.1.5 The right to be supplied with a complete "hire date" seniority roster of all bargaining unit employees on the effective date of this agreement and/or upon request by CSEA. The roster shall indicate the employee's present classification and primary job site.
- 5.1.6 The right of release time for bargaining unit members who are CSEA State or Chapter officers to conduct necessary CSEA business.
- 5.1.7 The right of release time for CSEA chapter delegates to attend the CSEA Annual Conference.
- 5.1.8 The right to conduct orientation sessions/meetings on this agreement for bargaining unit members during regular working hours. CSEA shall not hold such meetings during the first week of the fall or spring semesters.

5.2 Restriction on District Negotiations and Agreements:

The District shall conduct no negotiations nor enter into any agreement with any other organization on matters concerning the rights of bargaining unit members.

ARTICLE VI

JOB REPRESENTATIVES / STEWARDS

6.1 Purpose:

The District affirms the right of CSEA to designate Job Representatives/Stewards from among bargaining unit members. It is agreed that CSEA, in appointing such representatives, does so for the purpose of promoting an effective relationship between the District and Bargaining unit members by helping to settle problems at the lowest level of supervision.

6.2 Selection:

CSEA reserves the right to designate the number and the method of selection of Job Representatives/Stewards. CSEA shall notify the District in writing of the names of the Job Representatives/Stewards and the group they represent at least annually. If a change is made, the District shall be advised in writing.

6.3 Duties and Responsibilities:

The following shall be understood to constitute the duties and responsibilities of Job Representatives/Stewards.

6.3.1 Only after approval of the Dean, Human Resource Services, a Job Representative/Steward shall be permitted to leave his/her normal work area during reasonable times in order to assist in investigation, preparation, writing, and presentation of grievances. The Job Representative/Steward shall advise the Supervisor of the grievant of his/her presence. The Job Representative/Steward is permitted to discuss any problem with all bargaining unit members immediately concerned, and, if appropriate, to attempt to achieve settlement in accordance with the grievance procedure.

ARTICLE VII

HOURS AND OVERTIME

7.1 Work Week:

The maximum number of hours of regular, full-time employment for a bargaining unit member shall be eight (8) hours per day and forty (40) hours per week consisting of five (5) consecutive days. The normal work week is Monday through Friday or Tuesday through Saturday.

When the Tuesday through Saturday work week is established by the District, the District shall solicit volunteers to work that schedule. If there are no volunteers, the District will select bargaining unit members based upon seniority within the classification and department requirements. The least senior department bargaining unit member within the affected classification meeting the reasonable requirements will be chosen first.

A bargaining unit member involuntarily assigned to work a Tuesday through Saturday schedule in support of a Saturday Instruction Program shall have priority consideration for transfer to the next available Monday through Friday workweek vacancy within the department if written notice is filed with Human Resource Services.

Prior to implementation of a Tuesday through Saturday work schedule, the District and CSEA shall meet and confer on staffing requirements and a jointly administered process for determination of assigned personnel.

7.2 Work Day:

The length of the workday shall be designated by the District for each classified assignment in accordance with the provision set forth in this agreement. Each bargaining unit member shall be assigned a fixed, regular, and ascertainable minimum number of hours.

7.3 Work Year:

Employees working 11 months per year shall serve 198 actual workdays.

Employees working 10 months per year shall serve 175 actual workdays.

7.4 Lunch Periods:

All bargaining unit members covered by this agreement shall be entitled to an uninterrupted lunch period. The length of time for such lunch period shall be for a period of not less than one-half (1/2) hour and no longer than one (1) hour and shall be scheduled for full-time bargaining unit members at/about the midpoint of each work shift.

7.4.1 Custodian personnel assigned to a work schedule of 10:00 p.m. to 6: a.m. will be allowed to take a one-half hour meal period as part of the normal eight hour assignment.

7.5 Rest Periods:

- 7.5.1 All bargaining unit members shall be granted rest period which, insofar as practicable, shall be in the middle of each work period except as provided for in Section 7.5.2, as the rate of fifteen (15) minutes per four (4) hours worked or major fraction thereof.
- 7.5.2 Specified periods may be designated only when the operations of the District require someone to be present at the bargaining unit member's work site at all times. Such times shall be mutually agreed upon between bargaining unit members and their Supervisors.
- 7.5.3 Rest periods are a part of the regular work day and shall be compensated at the regular rate of pay for the bargaining unit member.

7.6 Voting Time Off:

If a bargaining unit member's work schedule is such that it does not allow sufficient time to vote in any federal, state, or local election in which the bargaining unit members is entitled to vote, the District shall arrange to allow sufficient time for such voting by the bargaining unit member without loss of pay.

7.7 Overtime:

Except as otherwise provided herein, all overtime hours as defined in this Section shall be compensated at a rate of pay equal to time and one-half the regular rate of pay of the bargaining unit member for all work suffered or permitted. Overtime is defined to include any time worked in excess of eight (8) hours in any one day or any shift or in excess of forty (40) hours in any calendar week, whether such hours are worked prior to the commencement of regularly assigned starting time or subsequent to the assigned quitting time.

- 7.7.1 All hours worked beyond the work week of five (5) consecutive days shall be compensated at the overtime rate commencing on the sixth and seventh consecutive day of work.
- 7.7.2 All hours worked in excess of (8) hours on the sixth and seventh consecutive day shall be compensated at one-and-one-half (12) times the regular rate of pay.
- 7.7.3 All hours worked on holidays designated by this Agreement shall be compensated at one-and-one-half (12) times the regular rate of pay.
- 7.7.4 Bargaining unit members shall not work overtime, nor shall compensation or compensatory time off be granted, unless authorized and approved by the appropriate supervisor or administrator.

7.8 Compensatory Time Off:

- 7.8.1 A bargaining unit member in the bargaining unit shall have the option to elect to take compensatory time off in lieu of cash compensation for overtime work as defined in Article 7.7. However, no bargaining unit member shall accrue more than 160 overtime hours or 240 regular hours as compensatory time. Compensatory time off shall be granted at the appropriate rate of overtime in accordance with Section 7.7 of this Article.

7.8.2 Compensatory time shall be taken at a time mutually acceptable to the bargaining unit member and the District within 12 months of the date on which it was earned. If such time has not been used within that period, the bargaining unit member must submit a written request to be paid at the appropriate overtime rate or be utilized as paid leave within the next 30 days.

7.9 Overtime — Equal Distribution:

Overtime shall be distributed and rotated as equally as is practical among bargaining unit members within each department.

7.10 Minimum Call In Time:

Any bargaining unit member called in to work on a day when the bargaining unit member is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate overtime rate or be utilized as paid leave within the next 30 days.

7.11 Right to Assign Overtime:

The District shall retain the right to extend the normal work day or work week on an overtime basis when such is necessary to carry on the business of the District.

7.12 Call Back Time:

Any bargaining unit member called back to work after completion of his/her regular assignment shall be compensated for at least two (2) hours of work at the overtime rate, regardless of the actual time required to be worked.

7.13 Hours Worked:

For the purpose of computing the number of hours worked, all time during which bargaining unit member is in paid status shall be construed as hours worked.

7.14 Summer Schedule:

The summer work schedule for bargaining unit members shall be finalized by March 31 of each year.

ARTICLE VIII

PAY AND ALLOWANCES

8.1 Regular Rate of Pay:

The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in Appendix A. The regular rate of pay shall include any longevity increment required to be paid under this agreement.

8.1.1 Custodian personnel assigned to work a schedule of 10:00 p.m. to 6:00 a.m. shall receive a five (5) percent shift differential.

8.2 Paychecks:

All regular paychecks of bargaining unit members shall be itemized to include all deductions, overtime, and withholdings to date and paid monthly on the last working day of the month. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding workday.

8.2.1 Custodian personnel assigned to work a schedule of 10:00 p.m. to 6:00 a.m. will normally be issued their monthly payroll warrant at the conclusion of their work shift on the day warrants are distributed.

8.3 Payroll Errors or Lost Checks:

Any payroll error or adjustment resulting in insufficient payment for bargaining unit member or any paycheck lost after receipt, shall be paid by supplemental check issued or lost check replaced within five (5) working days after the bargaining unit member provides notice to the payroll department.

8.4 Pay Increases:

The District shall make a lump sum payment of an agreed upon retroactive wage increase resulting from this Agreement or any amendments thereto within forty-five (45) days.

8.5 Promotion:

Any bargaining unit member receiving a promotion under the provisions of this Agreement shall be moved to the appropriate Range and Step of the new class which shall ensure a minimum of a five percent (5%) salary increase unless the assigned range of the new classification does not provide for such advancement.

Regular bargaining unit members assigned to a new Range and Step in accordance with this Section will advance on the Classified Salary Schedule on the basis of their assigned anniversary date.

8.6 Longevity:

The District agrees to additionally compensate long service bargaining unit members in accordance with Appendices F, G and H attached hereto.

Bargaining unit members with a current eligibility date between the period of January 1 through June 30 will be assigned a new eligibility date of January 1.

Bargaining unit members with a current eligibility date between the period of July 1 through December 31 will be assigned a new eligibility date of July 1.

8.7.1 The current procedure utilized by the District to determine continuous service for this Section, as well as Article 10.6.1, shall remain in effect.

8.7 Probationary Period:

New bargaining unit members, other than Campus Police, shall have a probationary period of 10 working months and shall initially be placed on Step AA of the classified salary schedule.

8.7.1 Probationary Bargaining unit members—Salary Step Advancement:

Following six months of probationary employment, the new bargaining unit member will be advanced to Step A of the salary schedule.

8.8 Working Out–Of–Class:

Bargaining unit members required to perform duties of a higher classification for a period of more than five (5) days within a fifteen (15) calendar day period shall be compensated at the appropriate Range and Step of the higher classification.

8.9 Anniversary Dates:

Effective July 1, 1997, all bargaining unit members will be assigned the anniversary date of either January 1 or July 1.

Bargaining unit members with a current anniversary date between January 1 and June 30 will be assigned to the anniversary date of January 1.

Bargaining unit members with a current anniversary date between July 1 and December 31 will be assigned to the anniversary date of July 1.

8.10 Stipends:

CSEA employees with degrees (from regionally accredited colleges and universities) above those required (i.e. minimum qualifications) for their job positions shall be entitled to the following stipends:

- Doctorate = \$1800/year
- Masters = \$1200/year
- Bachelors = \$840/year
- Associates = \$480/year

Bargaining unit members are only entitled to one stipend for their highest degree.

ARTICLE IX

BARGAINING UNIT MEMBERS EXPENSES AND MATERIALS

9.1 Units and Tools:

The District, upon its determination of need, shall pay the full cost of purchase, lease or rental of uniforms, equipment, badges, etc., and will provide all tools, equipment and supplies necessary for performance of bargaining unit member's duties.

9.2 Replacing or Repairing Bargaining unit member's Property:

The District shall fully compensate all bargaining unit bargaining unit members for loss or damage to personal property necessary for the performance of the bargaining unit member's duties.

9.3 Physical Examinations:

If the District requires a medical examination as a condition of employment or continuing employment, the District shall bear the full cost of such examination.

ARTICLE X

HEALTH AND WELFARE BENEFITS

10.1 Bargaining unit members and Dependent Insurance Coverage:

10.1.1 The District shall contribute an annual maximum of \$16,152.00 toward the cost of premiums for major medical and prescription coverage for each full-time bargaining unit member and any cost for such coverage in excess of the District's contribution shall be paid by the full-time bargaining unit member through monthly payroll deduction.

10.1.2 The District shall contribute a maximum of \$1,845.00 annually for the plan year toward the cost premiums for dental and vision insurance coverage. Such coverage can be found within Appendix B.

The Insurance Committee shall review the self-insurance vision and dental fee schedules prior to January 1 of each year to see if the stated allowances in the fee schedules remain substantially equivalent to the allowances provided through other insurance carriers such as VSP and Delta Dental and shall make recommendations to the District and CSEA who may then negotiate a new fee schedule.

10.1.3 If eligible for retiree health coverage, retirees shall have the option to select a plan that is available to current, active bargaining unit employees, or from one of the self-pay retiree plan options offered by Self-Insured Schools of California ("SISC").

10.2 Eligibility:

Bargaining unit members assigned to work at least twenty-five (25) hours per week shall be provided health and welfare benefits of this Article. In accordance with SISC practices, bargaining unit members shall be enrolled in the District Health and Welfare Benefit Program on the first of the month following their start date unless the employee's start date is less than five (5) business days from the end of the month. In this event, employees will be enrolled in SISC the following month (i.e. one month and five (5) business days from their start date.

10.3 IRC Section 125 Plan:

Bargaining unit members may elect to participate in the District's Section 125 Plan for payment of employee costs related to health, dental and vision services, child care and other expenses payable through the Section 125 Plan provided through American Fidelity.

10.4 Continuation — Disability:

The bargaining unit member shall be provided health and welfare benefits of this Article during paid disability leave (illness or injury) and shall continue coverage for a period not to exceed twelve (12) months for an industrial accident or illness (as described in Section 12.9) or six (6) months following exhaustion of all other leaves provided by this Agreement.

10.5 Continuation — Layoff:

The bargaining unit member shall be provided health and welfare benefits of this Article for a period of six (6) months for any bargaining unit member who is laid off, unless the bargaining unit member gains other employment where insurance benefits are provided.

10.6 Continuation of Health and Welfare Insurance Coverage for Retirees:

Eligible bargaining unit members who retire into the Public Employees' Retirement System (PERS) will receive health and welfare benefits according to this Section:

10.6.1 Eligible Bargaining Unit Members Hired Prior to December 30, 1995

10.6.1.1 Bargaining unit members 55 years of age or older who retire with a minimum of 20 years of full-time equivalent service credit with the College will continue to participate in the District's Health and Welfare Benefit Program and the College shall contribute on behalf of the retiree an amount equal to the maximum monetary contribution paid by the District toward health and welfare benefit insurance for employed bargaining unit members.

After the retiree reaches the age of Medicare eligibility, the retiree shall be eligible to receive an annual contribution of \$1,500 to purchase District benefits or elect the benefit prescribed in Section 10.7

10.6.1.2 Bargaining unit members 55 years of age or older who retire with a minimum of 10 years, but less than 20 years of full-time equivalent service credit with the District, will continue to participate in the District's Health and Welfare Benefit Program and the College shall contribute on behalf of the retiree an amount equal to maximum monetary contribution paid by the District toward health and welfare insurance for employed bargaining unit members until the end of the month in which the retiree reaches the age of Medicare eligibility.

Thereafter, the retiree may continue participation in the District Health and Welfare Benefit Program by paying the total premium cost to the District.

10.6.2 Eligible Bargaining Unit Members Hired After December 30, 1995:

10.6.2.1 Bargaining unit members 55 years of age or older who retire with a minimum of 10 years of full-time equivalent service credit with the College will continue to participate in the District's Health and Welfare Benefit Program and the College shall contribute on behalf of the retiree an amount equal to the maximum monetary contribution paid by the District toward health and welfare benefit insurance for employed bargaining unit members until the end of the month in which the retiree reaches the age of Medicare eligibility.

10.6.3 Retirees with between 10 and 20 years full-time equivalent service credit:

Eligible bargaining unit members 55 years of age or older who have a minimum of 10 years, but less than 20 years of full-time equivalent service credit with the District may continue to participate in the Health and Welfare Benefit Program as prescribed by Article 10.6.1 upon retirement. Such benefits will continue until the end of the month in which the retiree reaches age 65.

Bargaining unit members hired prior to December 30, 1995 may continue participation in the District Health and Welfare Benefit Program by paying the total premium cost to the District.

10.7 Retiree Waiver of Coverage:

For all bargaining unit members who are 55 years of age or older who retire with a minimum of 20 years of full-time equivalent service credit with the College, the District shall pay an annual incentive directly to the retiree in lieu of current contribution of \$1,500 for participation in the District Health and Welfare benefit Program. This annual incentive will be increased by an inflation factor of 2% per year as set forth in Appendix J. Any retiree accepting the incentive will be required to sign the COS Retiree Waiver Insurance Coverage Agreement included in Appendix E.

ARTICLE XI

HOLIDAYS

11.1 Holidays:

Bargaining unit members shall be provided the following paid holidays:

| | |
|-----------------------------------------------------------|-----------------------------------|
| New Year's Day | Veterans' Day |
| Martin Luther King Day | Wednesday before Thanksgiving |
| Lincoln Day | Thanksgiving Day |
| Presidents' Day | Friday following Thanksgiving Day |
| Spring Vacation Days (Thursday and Friday) | Christmas Eve |
| Memorial Day | Christmas Day |
| Independence Day | New Year's Eve |
| Labor Day | |
| Admission Day—to be taken between Christmas and New Years | |

In the event that the now permissive holiday for Cesar Chavez and Native American Indian Day (Ed. Code § 37220.5 and 37220.7) become mandatory for classified employees of community colleges, the District and CSEA shall agree that the holiday set on the Wednesday before Thanksgiving shall be designated "in lieu of" either Cesar Chavez or Native American Indian Day.

11.2 Additional Holidays:

Every day declared by the President or Governor of this State as a public fast, mourning, Thanksgiving, or holiday, or any day declared a holiday by the Governing Board under Education Code Sections 5202, 5202.1, or 877 or their successors shall be a paid holiday for all bargaining unit members.

11.2.1 The college campus will close at the conclusion of the last work day prior to December 24 and remain closed until the first work day after New Year's Day. Classified bargaining unit members, with the exception of the Campus Police staff, will not be required to work during this period. Time worked by Campus Police personnel is to be considered overtime as defined in Article 7.

11.2.2 Classified bargaining unit members will work on Admissions Day so that holiday may be observed between December 24 and January 1. The remaining days (inclusive of those enumerated in Article 11.1) will be considered holidays.

11.3 Holidays on Saturday or Sunday:

11.3.1 When a holiday falls on Saturday, the preceding work day not a holiday shall be deemed to be that holiday. Except as provided in Section 11.3.2, when a holiday falls on Sunday, the following work day not a holiday shall be deemed to be that holiday.

11.3.2 When December 25 falls on Sunday, the holiday shall be deemed to be the following Monday.

11.4 Holiday Eligibility:

A bargaining unit member must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

ARTICLE XII
VACATION PLAN

12.1 Eligibility:

Vacation benefits are accrued on a fiscal year basis.

12.2 Paid Vacation:

Except as otherwise provided in this Article, paid vacation shall be granted no later than the fiscal year immediately following the year in which it is earned.

12.3 Accumulation:

Vacation time shall be earned and accumulated on a monthly basis in accordance with following schedules:

12.3.1 From the first month through the fifty-ninth month of service, vacation time shall be earned and accumulated at the rate of .833 days vacation for each month of service, not to exceed ten (10) days per fiscal year; however, a new bargaining unit member shall work six (6) months before taking vacation leave.

12.3.2 At the end of the fifth year through the tenth year of service, vacation shall be earned and accumulated at the rate of 1.25 days vacation for each month of service, not to exceed fifteen (15) days per fiscal year.

12.3.3 At the end of the tenth year of service, vacation shall be accumulated at the rate of 1.67 days vacation for each month of service, not to exceed a maximum of twenty (20) days per fiscal year.

12.3.4 At the end of the eighteenth year of service, vacation shall be accumulated at the rate of 1.75 days vacation for each month of service, not to exceed a maximum of twenty-one (21) days per fiscal year.

| | 12–Month Bargaining Unit Members | 10–Month Bargaining Unit Members |
|----------------------------|-------------------------------------------------|-------------------------------------------------|
| 1 month thru 59 months | 10 days vacation | 8 days vacation |
| 60 months thru 119 months | 15 days vacation | 13 days vacation |
| 120 months thru 215 months | 20 days vacation | 18 days vacation |
| 216 months+ | 21 days vacation | 19 days vacation |

12.4 Vacation Pay:

Pay for vacation days for all bargaining unit members shall be the same as that which the bargaining unit member would have received had s/he been in a working status.

12.5 Vacation Pay Upon Termination:

When a bargaining unit member is terminated for any reason, s/he shall be entitled to all vacation pay earned and accumulated up to and including the effective date of termination.

12.6 Vacation Postponement:

If a bargaining unit member's vacation becomes due during a period when s/he is on leave due to illness or injury, s/he may request that his/her vacation date be changed, and District shall grant such request in accordance with vacation dates available at that time. The District and the bargaining unit member may elect to have his/her vacation rescheduled in accordance with the vacation schedule available at that time, or may request to carry over his/her vacation to the following year.

12.7 Vacation Scheduling:

12.7.1 Vacations shall be scheduled at times requested by bargaining unit members so far as possible within the District's work requirements. However, nothing in this section shall prevent a supervisor from working with or encouraging a bargaining unit member to take vacation time when the bargaining unit member is approaching 240 hours.

12.7.2 If there is any conflict between bargaining unit members who are working on the same or similar operations as to when vacations shall be taken, the conflict shall be resolved by mutual agreement between the bargaining unit members involved and their immediate supervisors.

12.8 Interruption of Vacation:

A bargaining unit member shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement without a return to active service, provided the bargaining unit member supplies written notice and supporting information regarding the basis for such interruption or termination.

12.9 Floating Vacation Day:

The District will provide 12 month bargaining unit members floating vacation day(s) (day(s) subject to supervisor approval) in any year where the total work days exceeds 260. For example, if there are 261 work days in the year, a 12 month employee shall receive one (1) floating vacation day or if there are 262 work days in the year, a 12 month employee shall receive two (2) floating vacation days. It should be noted that most years, there are only 260 work days scheduled for 12 month bargaining unit members, but occasionally – i.e. leap years – there will be 261 work days scheduled. The purpose of this floating vacation day(s) is to treat 12 month bargaining unit members equally with 10 and 11 month bargaining unit members.

ARTICLE XIII

LEAVES

13.1 **Bereavement Leave:**

Bargaining unit members shall be granted paid leave in the event of the death of any member's immediate family. A bargaining unit member shall be entitled to three (3) days of leave in order to attend the services of an immediate family member who has passed away.

Bargaining unit members shall be entitled up to five (5) days of bereavement leave for all such leave requiring out-of-state travel. If the employee chooses **not** to attend the immediate family member's services, either in or out of California, he/she shall only be entitled to three (3) days of bereavement leave.

If the District suspects that an employee may have abused the leave privileges specified above, the District may request verification of the immediate family member's death and/or travel out of state.

13.2 **Jury Duty:**

A bargaining unit member shall be entitled to leave without loss of pay for any time the bargaining unit member is required to perform jury duty. Any day during which a bargaining unit member whose regular assigned shift commences at 3 p.m. or after and who is required to serve all or any part of the day on jury duty shall be relieved from work with pay.

13.3 **Military Leave:**

A bargaining unit member shall be entitled to any military leave and benefits in accordance with applicable laws.

13.4 **Sick Leave:**

If a bargaining unit member is absent due to illness or injury, s/he must notify his/her supervisor not later than one hour after usual reporting time, if at all possible. Upon return to work, the bargaining unit member shall complete a Classified Leave of Absence Report. A physician's statement may be required if the absence is for more than five (5) working days.

13.4.1 Bargaining unit members shall accrue sick leave at a rate of 1.0 days per month. Sick leave will be pro-rated for those bargaining unit members assigned less than 12 months and 40 hours per week.

13.4.2 A bargaining unit member shall receive the normal rate of pay during sick leave to the extent that benefits are earned.

13.4.3 A probationary bargaining unit member of the District shall not be eligible to utilize more than six (6) days of sick leave until the first day of the calendar month after completing the required probationary period.

- 13.4.4 Permanent bargaining unit members shall be credited on July 1 with the full year of sick leave to be earned in the subsequent fiscal year. Such sick leave may be utilized by the bargaining unit member prior to completion of the fiscal year.
- 13.4.5 Pregnancy shall be treated as sick leave absence.
- 13.4.6 If a bargaining unit member does not take the full amount of leave allowed in any year under this Section, the amount not taken shall be accumulated from year to year.
- 13.4.7 CSEA bargaining unit members who earn partial sick leave (also, known as adult or overload sick leave), shall have any unused partial sick leave be transferred to their regular sick leave upon retirement for purposes of additional PERS service credit calculations.

13.5 Industrial Accident and Illness Leave:

In addition to any other benefits that a bargaining unit member may be entitled to under the Worker's Compensation laws of this state, bargaining unit members shall be entitled to the following benefits:

- 13.5.1 A bargaining unit 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 not less than 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 bargaining unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.
- 13.5.2 Payment for wages lost on any day shall not, when added to an award granted the bargaining unit member under the Worker's Compensation laws of this state, exceed the normal wage for the day.
- 13.5.3 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this Section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If, however, a bargaining unit member 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, s/he shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave, which, when added to the Worker's Compensation award, provides for a day's pay at the bargaining unit member's regular rate of pay.
- 13.5.4 Any time a bargaining unit member on Industrial Accident or Illness leave is able to return to work, s/he shall be reinstated in his/her position without loss of pay or benefits.

13.6 Entitlement to Other Sick Leave:

Bargaining unit members shall be provided a total of 100 days each fiscal year which can be utilized upon exhaustion of other sick leave benefits provided in this Article.

Such leave shall not accumulate from year to year and payment received for utilization of such leave shall be at the rate of fifty percent (50%) of the bargaining unit member's regular salary.

The District shall require a verification statement from the bargaining unit member's physician for entitlement to this section. The District may also require the bargaining unit member to obtain a second opinion from a physician of the District's choosing. The District shall pay the full cost of the second opinion.

13.7 Personal Necessity Leave:

Bargaining unit members shall be eligible to use up to seven (7) days of sick leave benefits in cases of personal necessity as defined by this Section.

13.7.1 The death of a member of the bargaining unit member's immediate family when additional leave is required beyond Bereavement Leave.

13.7.2 As a result of an accident or illness involving a bargaining unit member's person or property or the person or property of his/her immediate family.

13.7.3 An appearance in any court or before any administrative tribunal as a litigant, party or witness.

13.8 Adoption Leave:

A bargaining unit member who is adopting a child shall be entitled to ten (10) days of paid leave for the purpose of processing the adoption.

13.9 Family Medical Leave Act (FMLA):

Bargaining unit members shall be entitled to leave as prescribed by the Federal and State FMLA. Regulation and application of leave shall be with the District's Human Resource Services.

13.10 Break in Service:

13.10.1 Paid leave as provided by this Article shall not be considered a break in service and all benefits shall continue to accrue to the bargaining unit member.

13.10.2 Unpaid leave of less than sixty (60) working days shall not be considered a break in service and all benefits shall continue to accrue to the bargaining unit member.

13.10.3 Upon return, all time during which an individual is on involuntary unpaid status shall be counted for seniority purposes, but not to exceed thirty-nine (39) months except that during such time the individual will not accrue vacation, sick leave or holidays, or other leave benefits.

13.11 Catastrophic Illness and Injury

13.11.1 Catastrophic Illness and Injury Benefit

On a case-by-case basis with mutual agreement between CSEA and the District, any bargaining unit member may donate accumulated and unused eligible leave credits to another bargaining unit member when that bargaining unit member suffers from a catastrophic illness or injury.

13.11.2 Definitions

- 13.11.2.1 “Catastrophic illness” or injury means an illness that is expected to incapacitate the bargaining unit member for an extended period of time and taking such extended time off from work creates a financial hardship for the bargaining unit member because he or she has exhausted all of his or her sick leave, vacation, and comp time.
- 13.11.2.2 “Eligible leave credits” means personal necessity and/or sick leave accrued to the donating bargaining unit member.
- 13.11.2.3 Catastrophic sick leave begins when the conditions are met in 13.11.3.2, and such catastrophic leave shall run concurrently with the 100 days of half pay.

13.11.3 Eligibility

Eligible leave credits may be donated to a bargaining unit member for a catastrophic illness or injury if all of the following requirements are met:

- 13.11.3.1 The bargaining unit member who is suffering from a catastrophic illness or injury requests that eligible credits be donated and provides written verification of catastrophic illness or injury as required by the District.
- 13.11.3.2 The District determines that the bargaining unit member is unable to work due to the bargaining unit member’s catastrophic illness or injury.
- 13.11.3.3 The bargaining unit member has exhausted all accrued paid leave credits as described in 13.11.2.1.

13.11.4 Procedure

- 13.11.4.1 A bargaining unit member who wishes to receive the catastrophic illness benefit must request in writing to CSEA and the District that sick leave donations be solicited on his or her behalf. The request must have attached written verification of the catastrophic illness or injury as set forth in 13.11.3.1.
- 13.11.4.2 Donations will be solicited by a joint announcement of CSEA and the District on behalf of a specifically named individual who meets the requirements for this benefit.
- 13.11.4.3 By written notice to Human Resource Services, any bargaining unit member wishing to make a donation must have a minimum of 30 days of accumulated sick leave and must donate a minimum of one day of eligible leave credit and may donate up to five days of their eligible leave credits.
- 13.11.4.4 The maximum amount of time that donated leave credits may be used by the recipient bargaining unit member shall not exceed one hundred twenty (120) work days.

- 13.11.4.5 Human Resource Services will keep the bank of donated sick leave for each classified employee who suffers a catastrophic illness or injury. Donated sick leave will be used in one day increments beginning with one day from the first donation received and rotating by one day increments thereafter through the remaining donations in the order those donations were received. Human Resource Services will forward the donated sick leave record to Payroll each month. Once the catastrophic illness has ended or the 120 days are exhausted, each employee who donated sick leave will be informed in writing how much of their sick leave donation was used.
- 13.11.4.6 A bargaining unit member who receives paid leave pursuant to this section shall use any leave credits that he or she continues to accrue on a monthly basis prior to receiving paid leave pursuant to this catastrophic illness or injury benefit.

ARTICLE XIV
RETRAINING AND STUDY

14.1 Retraining and Study Leave:

- 14.1.1 A leave of absence, not to exceed twelve (12) months, for retraining and study may be granted to any bargaining unit member within a three (3) year period.
- 14.1.2 Leaves will be taken in any appropriate periods not to exceed six (6) months in a continuous one (1) year period.
- 14.1.3 Eligibility for leave under this Section requires a bargaining unit member to have been employed for at least three (3) consecutive years.
- 14.1.4 The District shall establish procedures for enactment of this Section.
- 14.1.5 Leave granted under this Section shall not constitute a break in service for purposes of seniority within the classification of assignment. No other benefits shall accrue during such leave.

ARTICLE XV

HIRING

15.1 Short-Term Positions:

- 15.1.1 Positions created for a specific temporary project of limited duration which, when completed and which are no longer required, shall be classed as a short-term position.
- 15.1.2 No employee shall fill a short-term position for more than 195 working days, inclusive of holidays, nor shall a short-term employee supplant a bargaining unit employee/position.
- 15.1.3 Employees hired in short-term positions are not bargaining unit members and shall not earn seniority or other rights and benefits under this Agreement. If subsequently employed in the bargaining unit, the term of employment as short-term employee shall not be applied to the requisite probationary period for bargaining unit members nor utilized for salary placement/advancement or other rights and benefits under this Agreement.
- 15.1.4 If a short-term position is extended beyond the 195 days, the position shall become part of the bargaining unit and incumbent shall be assigned to that position. The probation period of the assigned unit member shall commence on the 195th day.

15.2 Seasonal Service Positions:

- 15.2.1 A person hired to provide temporary services on a seasonal basis shall be classed as a Short-term Employee.
- 15.2.2 A Seasonal Service position shall not exceed 75 working days in a fiscal year.
- 15.2.3 Employees hired in a Seasonal Service position are not bargaining unit members and shall not earn seniority or other rights and benefits under this Agreement. If subsequently employed in the bargaining unit, the term of employment as a Seasonal Service employee shall not be applied to the requisite probationary period for bargaining unit members nor utilized for salary placement/advancement or other rights and benefits under this Agreement.
- 15.2.4 If a Seasonal Service position is extended beyond the seventy-five (75) days, the position shall become a bargaining unit position.
- 15.2.5 Seasonal positions are permissible in the Bookstore, Admissions/Records, Student Activities and Affairs, Accounts Receivable, Grounds, Maintenance, Hanford Center, Tulare Center, District Police, Welcome Center and the Assessment Center to assist during heavy workload times. Seasonal employment will be no more than 75 days per fiscal year and not more than 60 consecutive days.

15.2.5.1 During peak periods the Financial Aid Department shall be entitled to one (1) seasonal position subject to the 75 day per fiscal year and 60 consecutive day per fiscal year limitation.

15.2.5.2 Human Resource Services shall be entitled to one seasonal position of no more than 40 days per fiscal year and not more than 40 consecutive days at one time because of heavy work load times.

15.3 Substitute Employees:

A substitute employee may only fill a bargaining unit position while the incumbent bargaining unit member is on leave as defined in Articles XIII and/or XIV of the CSEA Master Agreement.

15.3.1 Employees hired as a substitute employee are not bargaining unit members and shall not earn seniority or other rights and benefits under this Agreement. If subsequently employed in the bargaining unit, the term of employment as a substitute employee shall not be applied to the requisite probationary period for bargaining unit members nor utilized for salary placement/advancement or other rights and benefits under this Agreement. An employee hired as a substitute shall not be treated as a bargaining unit member and shall not earn seniority credits under any provisions of the CSEA Master Agreement.

15.3.2 A bargaining unit position which has become vacant may be filled by a substitute employee for a period of not more than forty-five (45) working days. The District must be actively seeking a replacement for this position while the substitute employee is filling the vacancy.

15.4 Regular Full-Time Positions:

15.4.1 Bargaining unit members filling a regular full-time position shall be assigned a prescribed number of work days per week and number of work hours per day which total 40 hours, unless negotiated otherwise.

15.4.2 Full-time positions shall be part of the bargaining unit and must be filled in accordance with Article XVI and Article XVII or other applicable Article of this Agreement. Prior to recruitment, the parties may agree to waive transfer or promotion procedures for positions which are considered entry level or which require specialized skills.

15.5 Regular Part-Time Positions:

15.5.1 Bargaining unit members employed in a regular, part-time position shall be assigned a prescribed number of work days per week and number of work hours per day which total less than 40 hours, unless negotiated otherwise.

15.5.2 Bargaining unit members assigned to part-time positions shall accrue benefits in accordance with the provisions of the California Education Code.

15.5.3 Part-time positions shall be part of the bargaining unit and shall be filled in accordance with Article XVI, XVII or other applicable Articles of this Agreement. Prior to recruitment, the parties may agree to waive transfer or promotion procedures for positions which are considered entry-level or which require specialized skills. A record of such agreement shall be filed with the CSEA Chapter President prior to completion of the hiring process in such situations.

15.6 Student Workers:

The District shall not employ any students under any student work study or experience program that would displace or supplant a bargaining unit member. Student Employees hired in Seasonal Service positions are not bargaining unit members and shall not earn seniority or other rights and benefits under this Agreement.

15.6.1 Student employees will not be assigned to work more than 19 hours per week during the period when classes are conducted.

15.7 Distribution of Job Information:

Upon initial employment and with each change in classification, the district will provide a bargaining unit member with: the applicable class specification, the monthly and hourly salary rates applicable to the position; an indication of the regular work site, and the normal assigned work schedule to include hours per day, days per week and months per year.

ARTICLE XVI

TRANSFERS

16.1 Definition:

“Transfer” shall be defined as a change in position (i.e. department, division, program, campus, etc.) without a change in classification. Such a change may occur when a position becomes vacant or a new position is created within the same classification.

16.1.1 Prior to any transfer, the District shall notify CSEA.

16.2 Voluntary Transfer:

A voluntary transfer is defined as a transfer accomplished with a bargaining unit member’s voluntary concurrence.

16.3 Filling Vacancies (Voluntary Transfer):

16.3.1 All vacancies shall be posted by the District at all work locations for three (3) working days prior to being filled. Any bargaining unit member assigned to the classification in which there is a vacancy may apply for transfer to that position by filling a District–approved application with Human Resource Services during that period.

16.3.1.1 Reasonable efforts will be made to communicate information on vacancies within the bargaining unit as they occur.

16.3.2 In filling a vacancy, the District shall consider bargaining unit applicants in accordance with Article XVII and other applicable provisions of this Agreement.

16.3.3 In filling a vacancy through this Article, skills, abilities and job performance will be the factors considered. If there are no distinguishing differences between eligible candidates in considering these factors, preference will be given to the most senior bargaining unit member.

16.3.4 Whenever there are three (3) or more permanent bargaining unit members who fully qualify for the vacant position, and who have completed the appropriate applications, the District will select from among those qualified bargaining unit members.

16.3.5 If less than three (3) transfer applications are received, the bargaining unit members will be considered along with promotional and outside applicants for the position. If the total number of bargaining unit applicants under Transfer and Promotion Articles are five (5) or greater, the district shall hire from those applicants.

16.4 Involuntary Transfer:

An “involuntary transfer” is a transfer accomplished at the request of the District and without the concurrence of the bargaining unit member.

16.4.1 If the District implements an involuntary transfer, the affected employee shall be entitled to a written explanation of the reasons for the decision. An involuntary transfer shall not adversely affect the bargaining unit member’s regular compensation or classification.

16.4.2 If a bargaining unit member is involuntarily transferred to another District site, he/she shall be reimbursed for mileage at a rate consistent with IRS regulations for one year from the date of involuntary transfer. Computation of this mileage shall be made from (one-way distance) the site from where the bargaining unit member was transferred.

16.5 Temporary Reassignment:

Nothing in this Article shall prohibit the District from making temporary reassignments when the bargaining unit member's salary and benefits are not affected. Any temporary assignment shall not exceed 195 working days or seventy-five (75) percent of the work year, whichever is less, unless mutually agreed between the District and CSEA.

ARTICLE XVII

PROMOTION

17.1 First Consideration:

Permanent bargaining unit members within the bargaining unit shall be given first consideration in filling any job vacancy which can be considered a promotion after the announcement of the vacancy.

17.2 Posting of Notice:

17.2.1 All vacancies shall be posted by the District at all work locations for three (3) working days prior to be advertised publicly. Any bargaining unit member eligible for promotional opportunities may apply for that position by filling a District-approved application with Human Resource Services during that period.

17.2.1.1 Reasonable efforts will be made to communicate information on vacancies within the bargaining unit as they occur.

17.3 Notice Contents:

The job vacancy notice shall include: the job title; a brief description of the position and duties; the location of the job; the minimum qualifications required for the position; the number of hours per day; the normal work shift times, days per week, and months per year assigned to the position; the salary range, and the application deadline for the position.

17.4 Certification of Applicants:

17.4.1 Within ten (10) working days following the completion of the promotional recruitment period, Human Resource Services shall notify bargaining unit applicants in writing of their eligibility/non-eligibility for the promotional vacancy.

17.4.2 Determination of qualifications and eligibility/non-eligibility shall be based upon District criteria. The District reserves the right to utilize the interview process to make a final determination of the candidates' qualifications and/or eligibility/non-eligibility. The determination of qualifications and eligibility shall be the sole responsibility of the District.

17.4.3 In filling a vacancy through this Article, skills, abilities and job performance will be the factors considered. If there are no distinguishing differences between eligible candidates in considering these factors, preference will be given to the most senior bargaining unit member.

17.4.4 In those circumstances where five (5) or more bargaining unit members qualify for promotional consideration under this Article, the District shall fill the announced vacancy from that group.

17.5 Eligibility:

If less than five (5) promotional applications are received, the applicants will be considered along with transfer and outside applicants for the position. If the total

number of applicants in both Transfer and Promotion Articles are five (5) or greater, the District shall hire from within.

17.5.1 Bargaining unit members who are probationary as District bargaining unit members or probationary within their current classifications are precluded from consideration for promotional positions.

17.6 Promotion Evaluation:

A bargaining unit member promoted in accordance with this Article shall serve a probationary period of 150 working days in the new classification. During this period, evaluation will be conducted in accordance with Article 4.5.

17.6.1 Should the bargaining unit member's performance during the probationary period be evaluated as less than satisfactory, s/he shall be returned to the classification from which promoted and salary reduced to the Range assignment of the lower classification. If a vacancy does not exist in the classification from which promoted, the bargaining unit member shall be provided a temporary assignment for which s/he qualifies until a vacancy occurs. Determination of qualifications for the temporary assignment shall be the sole responsibility of the District. During any period of temporary assignment, the salary of the affected bargaining unit member shall not be less than that which would be paid in the former permanent classifications.

ARTICLE XVIII

BARGAINING UNIT MEMBER IN-SERVICE TRAINING

18.1 District-Required Training:

The District may require a bargaining unit member to participate in training sessions and/or conferences. Such activities will be considered part of the bargaining unit members' regular work schedule and shall not result in a loss of pay or benefits.

18.2 Bargaining Unit Member Selected Training:

Other training sessions and/or conferences in which a bargaining unit member wishes to participate during work hours must be approved by his/her administrator/supervisor and the appropriate Vice President. If approved, the bargaining unit member must complete the hours for which released in a manner which does not result in overtime or compensatory time.

18.2.1 Such arrangements may include: taking a shorter lunch hour; using accumulated compensatory time or accrued vacation benefits, or other arrangements approved by the appropriate Vice President.

ARTICLE XIX

CLASSIFICATION, RECLASSIFICATION, JOB DESCRIPTIONS, AND ABOLITION OF POSITIONS

19.1 Placement in Class:

Every bargaining unit member shall be assigned to a classification and a range on the classified salary schedule.

19.2 Negotiability of Class Specifications:

Class specifications shall be a subject of collective bargaining and included in this Agreement by reference. The Association shall be provided a copy of all bargaining unit classifications if modified and upon request.

19.3 New Positions or Classes of Positions:

All newly created positions or classes of positions, shall be assigned to the bargaining unit unless classified confidential, supervisory or management in accordance with applicable laws and regulations.

19.4 Salary Placement of Reclassified Positions:

When a position or class of positions is reclassified to a higher range of the classified salary schedule, such action will result in an upward salary increase of at least one (1) Range or 2.5% whichever is greater.

19.5 Incumbent Rights:

When an entire class of positions is reclassified, the incumbents in these positions shall be entitled to serve in the new positions. When a position or positions less than the total class is or are reclassified, incumbents in the positions who have been in the positions for one (1) year or more shall be reallocated to the higher class. If an incumbent in such a position has not served in that position for one (1) year or more, then the new position shall be considered a vacant position subject to the lateral transfer and promotion provisions of this Agreement.

19.6 Downward Adjustment:

Any downward adjustment of any position or class of positions shall be considered a demotion and shall be subject to negotiations between the District and CSEA.

19.7 Reclassification:

Reclassification shall mean the redefining of a position to account for changes in duties, responsibilities or work that alters the nature of the classification of the position as outlined in the California Education Code.

19.8 Reclassification Requests:

19.8.1 Requests for reclassification shall be initiated by the employee.

19.8.2 An employee is eligible for reclassification review once every two years.

19.9 Reclassification Questionnaire:

- 19.9.1 Requests for Reclassification shall contain:
 - 19.9.1.1 A cover letter with an overview of the request.
 - 19.9.1.2 A current job description.
 - 19.9.1.3 A proposed job description (with proposed salary range).
 - 19.9.1.4 Information outlining the additional duties and responsibilities acquired over a period of time that differ from the current job description and justifying the request.
 - 19.9.1.5 A historical overview of the new duties.
 - 19.9.1.6 Any other relevant information supporting the request.

19.10 Copies of Request:

- 19.10.1 Employees requesting reclassification shall make two (2) copies of the request and deliver one copy to the District's Human Resource Department and the other copy to the CSEA President.
- 19.10.2 Employees must sign and date all documents being submitted.

19.11 Reclassification Timelines:

- 19.11.1 April 1 – earliest date on which employees may submit requests for reclassification.
- 19.11.2 May 30 – deadline for employees to submit completed reclassification requests.
- 19.11.3 July 1 – Effective date of implementation of employee initiated reclassification recommendations.

19.12 Reclassification Committee Makeup:

As reclassifications are a negotiable item, reclassifications will be considered during negotiations. CSEA and the District will have up to three (3) representatives meet, review and make recommendations back to the negotiating teams on reclassification requests.

ARTICLE XX

LAYOFF AND RE-EMPLOYMENT

20.1 Reason for Layoff:

Layoffs shall occur only for lack of work or lack of funds.

20.2 Notice of Layoff:

The District shall give written notice to both CSEA and the affected bargaining unit member(s) not less than sixty (60) calendar days prior to any planned layoffs. Notice of layoffs shall specify the reason for the layoff and identify by name and classification the bargaining unit member(s) designated for layoff.

20.2.1 Failure to give written notice under the provisions of this Article shall invalidate the layoff.

20.2.2 The District and CSEA shall meet within ten (10) working days following such notification to review the proposed layoffs and determine the order of layoff and identify by name and classification the employees designated for layoff.

20.3 Order of Layoff:

The order of layoff shall be based on seniority within the affected classification plus higher classes. A bargaining unit member with the least seniority within the class plus higher classes shall be laid off first. Seniority shall be based on the employee's hire date.

20.4 Bumping Rights:

A regular bargaining unit member laid off from his/her current classification may bump into an equal classification on the Classified Salary Schedule in which the bargaining unit member has previously served, provided that the affected bargaining unit member's seniority exceeds that of a bargaining unit member in the equal classification.

20.4.1 If there is no position in an equal classification available under Article 20.4, the affected bargaining unit member may bump into the next lower classification on the Classified Salary Schedule in which the bargaining unit member has previously served, provided that the affected bargaining unit member's seniority exceeds that of a bargaining unit member in that classification.

20.4.2 This process shall continue for all classifications in which the bargaining unit member has earned seniority before layoff from District bargaining unit employment.

20.5 Layoff in Lieu of Exercising Bumping Rights:

Should a bargaining unit member elect to waive the bumping rights as prescribed by this Article and California Education Code and accept a layoff from District

employment, the bargaining unit member will retain re-employment rights provided by this Agreement and Education Code.

20.6 Equal Seniority:

If two (2) or more bargaining unit members subject to layoff have equal seniority, determination of order for layoff shall be based on the number of hours an employee has been in paid status in the affected class plus higher classes. If that date is equal, the determination of greater seniority shall be made by a lottery system.

20.7 Re-employment Rights:

Bargaining unit members laid off under the terms of this Article and California Education Code shall be eligible for re-employment in the affected classification(s) for a 39-month period.

20.7.1 Re-employment shall be offered in the reverse order of layoff and based upon the seniority of all bargaining unit members on the re-employment list for the affected class(es).

20.7.2 Re-employment within the previous classification(s) shall take precedence over hiring of new employees.

20.7.3 Bargaining unit members laid off in accordance with this Article and California Education Code shall have the right to apply for promotional positions and use their bargaining unit seniority within the application period specified by the District recruitment announcement for a period of 39 months following layoff. The District shall provide notification of such promotional opportunities to laid-off bargaining unit members.

20.8 Voluntary demotion or Voluntary Reduction in Hours of Assignment:

Bargaining unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the bargaining unit member'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 re-employment list.

20.9 Retirement in Lieu of Layoff:

A bargaining unit member may elect to accept a service retirement in lieu of layoff, voluntary demotion, or reduction in hours of assignment. The bargaining unit member must be provided written notification to Human Resource Services of such election not less than 10 working days of the effective date of the proposed layoff.

20.9.1 The bargaining unit member shall be placed on the appropriate re-employment list(s) in accordance with Article 20.7 except that the bargaining unit member shall not be eligible for re-employment during such period required by applicable Government Code sections and/or regulations of the Public Employees Retirement System (PERS).

20.9.2 The District shall provide the bargaining unit member 10 working days to accept a written offer of re-employment. In addition, the retired bargaining

unit member shall be provided adequate time to determine his/her requirements to reinstate participation in PERS retirement if the re-employment offer is accepted.

20.9.3 Should a bargaining unit member elect to retire after being placed on a re-employment list, such action will be considered retirement in lieu of layoff. Re-employment rights of this Section shall be for the duration of the 39-month period prescribed by Article 20.7.

20.9.4 A bargaining unit member who retires according to this provision and subsequently declines an offer of re-employment equal to that from which they retired shall be deemed to have waived his/her re-employment rights and permanently retired.

20.10 Seniority Roster:

The District shall maintain an updated seniority roster indicating bargaining unit members' class seniority, bargaining unit seniority, and hire date seniority. In addition to the requirements of Section 5.1.5 such rosters shall be available to CSEA at any time upon request.

20.11 Notification of Re-employment Opportunities:

Any bargaining unit member who is laid off and is subsequently eligible for re-employment shall be notified in writing by the District of an opening. Such notice shall be sent by mail or email as designated by the laid off employee to the last address given the District by the bargaining unit member, and a copy shall be sent to CSEA by the District, which shall acquit the District of its notification responsibility.

20.12 Bargaining Unit Member's Notification to the District:

The affected bargaining unit member eligible for re-employment according to this Article shall notify Human Resource Services of his/her intent to accept or reject the re-employment offer within 10 working days of its receipt or attempted delivery to the last known address of the bargaining unit member. If accepted, the bargaining unit member must report for work within 10 working days of acceptance or a date acceptable to the parties.

20.13 Re-employment in the Highest Classification:

Bargaining unit members shall be re-employed in the highest classification available for which eligible in accordance with this Article. If the bargaining unit member accepts employment in a classification placed lower on the Classified Salary Schedule than previously assigned prior to layoff action, re-employment rights to the higher classification shall continue for a period of 63 months from effective date of layoff action.

20.14 Improper Layoff:

Any bargaining unit member who is improperly laid off shall be re-employed upon discovery of the error and shall be reimbursed for all loss of salary and benefits.

ARTICLE XXI

DISCIPLINARY ACTION

21.1 Exclusive Procedure:

Discipline shall be imposed upon bargaining unit members only pursuant to this Article.

21.2 Cause:

Discipline shall be imposed on permanent members of the bargaining unit for cause only. Discipline is defined as discharge, demotion, reduction in pay, transfer for punitive reasons, and suspension.

21.3 Notice of Intended Discipline:

A permanent bargaining unit member subject to disciplinary action according to this Article shall be given, in person or by U. S. Certified Mail, a written Notice of Intended Disciplinary Action. Such notice shall contain a statement in ordinary and concise language which shall consist of:

21.3.1 The specific charges against the employee which shall include times, dates and locations of chargeable actions and/or omissions;

21.3.2 The penalty proposed; and,

21.3.3 Supporting evidence and documentation.

21.4 Right to a Hearing:

Accompanying the Notice of Disciplinary Action shall be a written statement outlining the permanent bargaining unit member's right to a hearing with a District Vice-President, or designee, on the charges. The timely signing and filing of this form by the permanent bargaining unit member shall constitute a request for a hearing and denial of all charges.

21.4.1 If the bargaining unit member does not respond to the Notice of Disciplinary Action and request a hearing within seven (7) working days, then disciplinary action shall proceed according to this Article.

21.5 Notice of Disciplinary Action:

If the decision of the District Vice-President, or designee, is to continue the proposed disciplinary action, a Notice of Disciplinary Action shall be issued in accordance with Article 21.3.

21.6 Appeal Process:

If the penalty imposed is discharge, demotion, reduction in pay, or suspension in excess of three working days, the bargaining unit member may appeal the discipline through the grievance process beginning at Step 3. The request for appeal must be made within 10 working days of the Notice of Disciplinary Action set forth in 21.5 above. The hearing before the Board of Trustees shall be private unless the bargaining unit member requests a public hearing.

21.7 Suspension:

A bargaining unit member may be immediately suspended without compensation for a maximum of three (3) working days if the bargaining unit member is suspected of being an immediate threat to the health, safety and well-being of students, fellow employees or the general public.

21.8 Paid Leave/Suspension:

A bargaining unit member may be relieved of duties without loss of pay at the option of the District.

21.9 Burden of Proof:

In any disciplinary action, the burden of proof lies with the District.

ARTICLE XXII

GRIEVANCE PROCEDURE

22.1 Definition:

A grievance is defined as any complaint of a bargaining unit member, bargaining unit members, or CSEA involving the interpretation, application, or alleged violations of this Agreement or a violation, application or interpretation of any law, District policy, rule, regulation, or practice. It is the intent of the parties to encourage as informal and confidential an atmosphere as is possible in the resolution of grievances.

22.2 Procedure:

Grievances shall be handled in the following manner:

22.2.1 Informal Resolution:

An aggrieved bargaining unit member may present directly or through his/her Job Representative, his/her grievance to his/her immediate Supervisor. The grievance shall be submitted orally. If the grievance is not satisfactorily adjusted informally, the grievance may proceed to Step One.

22.2.2 Step One:

An aggrieved bargaining unit member may present directly or through his/her Job Representative his/her grievance to his/her immediate supervisor in writing within one year from the alleged grievance. If the grievance is not satisfactorily adjusted within five (5) working days after the submission of the grievance, the immediate Supervisor within five (5) working days after the submission of the grievance shall reduce to writing his/her response to the grievance to the aggrieved party and the Job Representative. At Step One of the grievance procedure the grievant may elect in writing to represent himself/herself rather than have CSEA provide representation. If the grievant elects to represent himself/herself at this step, or at any later step, CSEA shall be relieved of any further obligation of representation and shall be relieved of any further obligation to share in any further expense of the grievance procedure.

22.2.3 Step Two:

If the grievance is not satisfactorily adjusted by the immediate Supervisor or if the immediate Supervisor fails to respond in accordance with Step One, CSEA may submit the grievance in writing to the next level of supervision within five (5) working days of the response from the immediate Supervisor or within five (5) working days after the immediate Supervisor fails to respond in accordance with Step One. Within five (5) working days after the receipt of the grievance at Step Two, the next level of supervision shall hold a meeting at which the grievant and Job Representative and the immediate Supervisor of the grievant shall be present to discuss and seek to resolve the grievance. The grievant and the Job representative shall be notified in writing of the response at Step Two within five (5) working days after the meeting.

22.2.4 Step Three:

If the grievance is not satisfactorily adjusted at Step Two or if the procedures called for at Step Two are not followed, CSEA may submit the grievance in writing to the District Superintendent/President within seven (7) working days of the receipt of the response at Step Two or within seven (7) working days after the time periods called for in Step Two have passed. Within seven (7) working days of the receipt of the grievance at Step Three, the Superintendent/President or his/her designee will meet the grievant and his/her Job Representative in an attempt to resolve the grievance. Within five (5) working days after this meeting, the Superintendent/President shall deliver to the grievant and the Job Representative the response of the grievance.

22.2.5 Step Four:

If the grievance is not satisfactorily adjusted by the Superintendent/President, CSEA may submit the grievance in writing to the governing board within seven (7) working days of the receipt of the response of the Superintendent/President or within seven (7) working days of the failure of the Superintendent/President to respond in accordance with Step Three. The governing board will schedule a public hearing on the grievance at its next regularly scheduled public meeting. At that meeting, the grievant and the Job Representative shall have an opportunity to testify, present evidence and witnesses pertaining to the grievance. Within five (5) working days after this meeting, the governing board will deliver to the grievant and his/her Job Representative its written response to the grievance.

An individual representing himself/herself may elect to take his/her case to the governing board. In such instance s/he shall follow the procedures of this Section.

22.3 Group Grievances:

If the grievance involves bargaining unit members with different immediate Supervisors, the grievance may be filed at Step Two. If the grievance involves bargaining unit members, not all of whom have the same supervisor at Step Two, the grievance may be submitted at Step Three.

22.4 Policy Grievances:

If the grievance involves District-wide policy, practice or interpretation of this Agreement, the grievance may be submitted by CSEA at Step Three.

22.5 Bargaining Unit Member-Processed Grievance:

A bargaining unit member covered by this Agreement may present a grievance directly and have such grievance adjusted without intervention of CSEA as long as the adjustment is not inconsistent with the terms of this Agreement. CSEA shall be provided copies of any grievances filed by bargaining unit members directly and any responses by the District. Prior to any resolution of any grievance, CSEA shall be provided an opportunity to file a written response to the proposed resolution. Any

disagreement concerning whether the settlement is inconsistent with the terms of this Agreement shall be subject to the grievance procedure.

22.6 Disciplinary Grievances:

Grievances involving disciplinary action by the District shall be handled in the same manner as all other grievances with the following exceptions:

22.6.1 A disciplinary grievance may be initiated at Step One, Two or Three at the option of the bargaining unit member.

22.6.2 Disciplinary review at Step Four shall confine itself to determination of guilt or innocence and the appropriateness of the proposed penalties. Disciplinary review at Step Four shall not add to, subtract from, or modify the provisions of this Agreement. The Step Four decision with respect to guilt or innocence, penalty or cause for emergency suspension shall be final and binding upon the parties. The Step Four review may approve, disapprove, or take any other appropriate action warranted under the circumstances including, but not limited to, ordering reinstatement and back pay of all or part of any period of suspension. If the Step Four review finds cause for any emergency suspension, it may consider such a suspension in determining the penalty to be imposed. If the Step Four review finds that the charges are not sustained and there has been a suspension, the bargaining unit member shall request reinstatement and payment of back pay and benefit from the date of suspension forward.

22.7 Grievance Witnesses:

The District shall make available for testimony in connection with the grievance procedure any District bargaining unit members whose appearance is requested by the grievant or CSEA. Any bargaining unit member witnesses required to appear in connection with this Article shall suffer no loss of pay.

22.8 Grievance Release Time and Processing During Regular Working Hours:

The grievant and the CSEA Job Representative shall be entitled to prepare, write, and process grievances during regularly scheduled working hours with no loss of pay or benefits.

22.9 Separate Grievance File:

All materials concerning a bargaining unit member's grievance shall be kept in a file separate from the bargaining unit member's personnel file and shall be available for inspection only by the bargaining unit member, the CSEA Job Representative and those management, supervisory and confidential bargaining unit members directly involved in the grievance procedure.

ARTICLE XXIII
WORKING CONDITIONS

23.1 Past Practices:

The rules, regulations, policies and practices of the District which are in effect at the time of this Agreement and which neither conflict with the terms of this Agreement nor abridge the rights of bargaining unit members under this Agreement shall remain in full force and effect unless changed by mutual agreement of CSEA and the District.

23.2 Employment of Relatives:

Members of the same family may be employed by the District provided they are not assigned to a relative supervisor.

ARTICLE XXIV

SAFETY

24.1 Compliance:

The District and CSEA shall conform to and comply with all health, safety, and sanitation requirements imposed by state or federal law or regulations adopted under state or federal law.

ARTICLE XXV

CAMPUS POLICE DEPARTMENT

25.1 Staff Work Day / Work Week:

25.1.1 The normal work week for the Campus Police Department personnel starts on Sunday at 12:01 a.m. and ends Saturday at 12:00 midnight.

25.1.2 Assignment shall be on the basis of forty (40) hours per week on a four (4) or five (5) day basis. The District retains the right to assign personnel on a rotational basis.

25.1.3 Any work in excess of forty (40) hours per week or on the sixth or seventh day of the week shall be considered overtime. The specific length of the work week and work day shall be designated by the District.

25.1.4 The District agrees that it will not arbitrarily change work schedules to avoid payment of overtime.

25.1.5 On-Call Status During Lunch Periods:

The District shall require Campus Police Officer personnel to remain on-call and available to provide assistance during authorized lunch periods. If so assigned, that time will be used in computation of hours worked and compensated appropriately.

25.1.6 Training/Work Week

Days off may change due to mandatory training. Overtime necessitated by training of an officer will be rotated.

25.2 Holiday Assignments:

Bargaining unit members assigned to the Campus Police Department may be required to perform work on days identified as holidays in accordance with Article XI. Work shifts may be assigned to provide necessary security for the college campus. Any such work performed will be compensated in accordance with Article 7.7.3.

25.2.1 No officer shall suffer any reduction in holidays as a result of the assigned work week as outlined in 11.2.

25.2.2 The District shall establish the number of shifts needed for the period of time between Christmas and the resumption of work by other classified bargaining unit members in January. The District and the Campus Police Officers will jointly develop the assignment of officers to the established shifts for this period of time. If the parties are not successful, assignments will be determined in order of seniority.

25.3 Overtime Assignment:

The District may direct and authorize Campus Police Department staff to work in excess of eight (8) hours in one (1) day or in excess of forty (40) hours in one week on an overtime basis.

25.3.1 Assignment of overtime shall be in accordance with current Department procedure and this Agreement. Should any dispute arise regarding implementation of this provision, the parties shall meet to discuss the situation.

25.4 Probationary Period:

Campus Police Officer personnel shall have a probationary period not to exceed twelve (12) months. Entry level Campus Police Officer staff (P.O.S.T. agency) shall be required to satisfactorily complete a probationary period of twelve (12) months.

Disciplinary action during the established probationary period shall comply with California Education Code.

All Campus Police Officer personnel shall be required to maintain a P.O.S.T. Basic Certificate in good standing as a condition of continued employment. Disciplinary action for permanent bargaining unit members shall be in accordance with Article XXI of this Agreement.

25.5 Uniform and Equipment:

On an annual basis, as needed, Campus Police Officer personnel shall be provided:

| | |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A.) | Four (4) long-sleeve (winter issue) and four (4) short-sleeve (summer issue) shirts with appropriate identification patch(es). |
| B.) | Four (4) uniform pants. |
| C.) | One (1) leather duty belt with accessories (i.e. gun, ammunition, handcuffs with holder; radio with holster; baton and ring, an operable container of mace. |
| D.) | Two (2) winter dickeys |
| E.) | Tuffy jacket |
| F.) | Vest |
| G.) | Formal Hat |
| H.) | Footwear |

25.5.1 The District shall provide cleaning/laundry service for Campus Police Department personnel uniforms.

25.5.2 Wet-weather gear (raincoat) marked "Police" shall be made available only to Campus Police Officer personnel as required.

25.5.3 At least one two-way radio issued to Campus Police Officer personnel during normal work hours shall provide communication with another local law enforcement agency. District administration will seek to establish and maintain effective communications with local law enforcement agencies to affect mutual assistance procedures.

25.5.4 Uniforms and equipment shall be returned to the District upon separation from employment.

25.6 Department Vehicle:

- 25.6.1 The District shall perform service, maintenance and repair of vehicles assigned to the Campus Police Department.
- 25.6.2 In the event a Campus Police Department vehicle is not available for travel to duty in Hanford or training, COS will make every attempt to provide another District vehicle.
 - 25.6.2.1 If an employee of the Campus Police Department is required to take their personal vehicle to perform their duties, mileage will be paid at the IRS rate from their home to the assignment or from COS to the assignment, whichever is shorter.

25.7 Current Shifts:

CSEA and the District agree that the shifts in effect on November 8, 2000 shall be rotated on a 4-month basis effective January 1 of each year. Any future changes in the established shifts shall only be made by mutual agreement of CSEA and the District.

25.8 Graveyard Shift:

The District shall not institute a graveyard shift for Campus Police Officer personnel without consultation with CSEA.

25.9 Campus Police Department Policy Manual:

In the event unusual circumstances arise because of this Agreement and the circumstances may or may not be listed in the Police Policy Manual or this Agreement, the parties agree to meet to resolve any differences.

ARTICLE XXVI

CONTRACTING OUT BARGAINING UNIT WORK

26.1 Restriction on Contracting Out:

During the life of this Agreement, the District agrees that it will not contract out work which has been customarily and routinely performed or is performable by bargaining unit members in the bargaining unit covered by this Agreement unless CSEA specifically agrees to same or contracting is specifically required by the Education Code.

26.2 Notice to CSEA:

No contract for services which might affect bargaining unit members in the bargaining unit shall be let until CSEA has been provided ten (10) days advance notice of the award.

ARTICLE XXVII

SEVERABILITY

27.1 Savings Clause:

If during the life of this Agreement there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.

27.2 Replacement for Severed Provision:

In the event of suspension or invalidation of any Article or Section of this Agreement, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XXVIII

NEGOTIATIONS

28.1 Notification of Intent to Modify Agreement:

Either party proposing to modify any Article of this Agreement shall provide written notification of such intent and the nature of those amendments not less than 120 days of the expiration date specified by Article XXXI.

28.2 Public Notice Requirements:

Upon receipt of the Association's proposal for a successor Agreement, the District shall comply with the public notice laws applicable to collective bargaining, which shall include receipt of such proposal during a public session of the Board of Trustees and a required public hearing. The District shall comply with such laws and regulations pertaining to a proposal for a successor Agreement. Upon completion of public notice requirements, negotiations shall commence within forty-five (45) days.

28.3 Impasse:

If notice has been given in accordance with the preceding Sections and the parties have not been able to agree upon terms of a new Agreement within thirty (30) days prior to expiration date of this Agreement, either party may institute impasse procedures in accordance with the rules of the Public Employment Relations Board.

Once the impasse procedures have been invoked, this Agreement shall remain in full force and effect until the conclusion of the impasse process.

28.4 Release Time for CSEA Negotiations Committee:

Up to eight (8) bargaining unit members serving as the CSEA Negotiations Committee shall be provided reasonable release time to prepare for and participate in the collective bargaining process with District representatives.

28.5 Ratification of Additions or Changes:

Any additions or changes in this Agreement shall not be effective unless reduced in writing and properly ratified and signed by both parties.

ARTICLE XXIX

MANAGEMENT RIGHTS

29.1 Rights:

It is understood and agreed that the district has all the customary and usual rights, powers, functions and authority to discharge its obligations. Any of the rights, powers, or authority which the District had prior to the execution of this Agreement are retained except as those rights, powers, and functions or authority which are specifically abridged or modified by this Agreement or by any supplement to this Agreement arrived at through the process of collective bargaining.

ARTICLE XXX

DISCRIMINATION AND HARASSMENT COMPLAINT PROCEDURES

AP 3430

- 30.1** CSEA agrees that the District has the right to establish and to amend from time to time policies pertaining to and prohibiting unlawful discrimination and harassment. Procedures for investigating and processing discrimination and harassment complaints are negotiable.

Reference: Education Code sections 2.2.1, 66252, 66282.5;
Government Code sections 12900 – 12996;
Labor Code sections 1101, 11021;
California Code of Regulations, Title 5, Section 59320
42 U.S.C. sections 2000d, 2000e et.seq. (Title VI, VII)
42 U.S.C. section 2000h – 2 (Title IX)
Title 5, section 59320, et. seq.

30.2 Purpose:

College of the Sequoias is committed to providing an academic and work environment free of unlawful discrimination and harassment. This procedure defines unlawful discrimination and harassment, including sexual harassment, and sets forth a procedure for the investigation and resolution of complaints of discrimination and harassment by or against any staff or faculty member or student within the College.

30.3 Definition of Unlawful Discrimination and Harassment:

30.3.1 Definition

Unlawful discrimination and harassment is defined as discrimination or harassment on the basis of ethnic group identification, national origin, religion, age, sex (i.e. gender), marital status, race, creed, color, ancestry, sexual orientation, physical or mental disability, medical condition, genetic information, military service or the perception that a person has one or more of the foregoing characteristics.

30.4 Definition of Sexual Harassment:

30.4.1 Definition

Sexual harassment is defined as unwelcome acts of a sexual nature including sexual advances, requests for sexual favors and/or other verbal or physical conduct including written communications of an intimidating, hostile or offensive nature, or action taken in retaliation for the reporting of such behavior when:

30.4.1.1 Submission to such conduct, either explicitly or implicitly, is made a term or condition of an individual's employment, academic status or progress; or

30.4.1.2 Submission to or rejection of such conduct by an individual is used as the basis for employment, promotion, transfer, selection for training, performance or academic evaluation decisions; or

- 30.4.1.3 Such conduct has the purpose or effect of creating an intimidating, hostile or offensive working or educational environment or substantially interferes with an employee's work performance or a student's academic performance; or
- 30.4.1.4 Submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available through the College.

30.4.2 Kinds of Sexual Harassment

The definition of sexual harassment encompasses two kinds of sexual harassment.

- 30.4.2.1 "Quid pro quo" sexual harassment occurs when a person in a position of authority makes education or employment benefits conditional upon an individual's willingness to engage in or tolerate unwanted sexual conduct.
- 30.4.2.2 "*Hostile environment*" sexual harassment occurs when unwelcome conduct based on sex is sufficiently severe or pervasive so as to alter the conditions of an individual's learning or work environment, unreasonably interferes with an individual's academic or work performance, or creates an intimidating, hostile, or abusive learning or work environment. The victim must subjectively perceive the environment as hostile, and the harassment must be such that a reasonable person of the same gender would perceive the environment as hostile.

30.5 Examples of Sexual Harassment:

Sexual harassment can consist of virtually any form or combination of verbal, physical, visual or environmental conduct. It need not be explicit or even specifically directed at the victim. Sexually harassing conduct can occur between people of the same or different genders. The standard for determining whether conduct constitutes sexual harassment is whether a reasonable person of the same gender as the victim would perceive the conduct as harassment based on sex.

30.5.1 Verbal Sexual Harassment

Verbal sexual harassment may include, but is not limited to:

- a. Inappropriate or offensive remarks, slurs, jokes or innuendoes based on a person's protected status;
- b. Inappropriate comments regarding an individual's body, physical appearance, attire, sexual prowess, marital status or sexual orientation;
- c. Unwelcome flirting or propositions;
- d. Demands for sexual favors;
- e. Verbal abuse, threats or intimidation of a sexual nature;
- f. Sexist, patronizing or ridiculing statements that convey derogatory attitudes about a particular gender or sexual orientation.

30.5.2 Physical Sexual Harassment

Physical sexual harassment may include, but is not limited to:

- a. Inappropriate or offensive touching;
- b. Sexual assault, or coerced sexual intercourse or other sexual acts;
- c. Physical interference with free movement or blocking another person;
- d. Kissing, patting, fondling, lingering or intimate touches, grabbing, pinching, leering suggestively, unnecessarily brushing against another person;
- e. Sexual gestures;
- f. Acting in a provocative manner.

30.5.3 Visual or Written Sexual Harassment

Visual or written sexual harassment may include, but is not limited to:

- a. The display or circulation of offensive, sexually oriented or other discriminatory visual or written materials;
- b. Posters, cartoons, drawings, graffiti, or other reading materials of a sexual nature;
- c. Computer graphics or electronic media transmissions of a sexual nature.

30.5.4 Environmental Sexual Harassment

An academic or work environment that is permeated with sexually oriented talk, innuendo, insults or abuse not relevant to the subject matter of the class or activities on the job. A hostile environment can arise from an unwarranted focus on sexual topics or sexually suggestive statements in the classroom or work place. An environment may be hostile if unwelcome sexual behavior or other harassing behavior based on a protected status is directed specifically at an individual or if the individual merely witnesses unlawful harassment in his or her immediate surroundings.

The determination of whether an environment is hostile is based on the totality of the circumstances, including such factors as the frequency of the conduct, the severity of the conduct, whether the conduct is humiliating or physically threatening, and whether the conduct unreasonably interferes with an individual's learning or work.

30.5.5 Relationships

Romantic or sexual relationships between supervisors and employees, or between administrators, faculty or staff members and students are discouraged. There is an inherent imbalance of power and potential exploitation in such relationships. A conflict of interest may arise if the administrator, faculty or staff member must evaluate the student's or

employee's work or make decisions affecting the employee or student. The relationship may create an appearance of impropriety and lead to charges of favoritism by other students or employees. A consensual relationship may change, with the result that sexual conduct that was once welcome becomes unwelcome and harassing. By definition, sexual harassment is not within the course and scope of an individual's employment with the College.

30.6 Complaint Procedure for Investigation and Resolution of Claims of Harassment:

30.6.1 Informal Complaint Procedure

- 30.6.1.1 The College Complaint Officer as identified in Section 30.6.2.2 below shall undertake, where possible, to informally resolve charges of unlawful discrimination or harassment;
- 30.6.1.2 The College Complaint Officer shall first advise complainant of his/her rights and obligations under both the formal and informal complaint process. The College Complaint Officer further advise complainant of his/her right to file a formal complaint and explain the procedures for doing so.
- 30.6.1.3 The College Complaint Officer shall also notify complainant that s/he need not participate in an informal resolution of the complaint and may file a complaint with the Office of Civil Rights of the U.S. Department of Education, the Equal Employment Opportunity Commission or the Department of Fair Employment and Housing.
- 30.6.1.4 If the complainant declares his/her preference for the informal process, the College Complain Officer shall have complainant read, date, and sign a document containing the basic of complainant's allegations and describing the formal/informal procedure and indicating that complainant opted for the informal process.
- 30.6.1.5 The College Complaint Officer shall assure the complainant that s/he will not be required to confront or work out problems with the person accused of unlawful discrimination or harassment.
- 30.6.1.6 In attempting to resolve the complaint through informal means, the College Complaint Officer shall not conduct any investigation unless the College Complaint Officer determines that an investigation is necessary due to the seriousness of the charges.
- 30.6.1.7 Effort at informal resolution may continue after the filing of a formal written complaint.

30.6.2 Filing a Complaint

30.6.2.1 Complaint Form

A complaint may be filed directly with the Chancellor's Office using the Chancellor's Office complaint form (Appendix L). Where a complaint is initially filed with the Chancellor's Office, Title 5 §59329 requires the Chancellor to immediately forward a copy of the complaint to the College for investigation and response.

30.6.2.2 College Complaint Officer

The College will designate an administrator of each gender to act as the College Complaint Officer. Each College Complaint Officer shall be given training, which is current in the proper methods of receiving, investigating, and processing complaints of unlawful discrimination and harassment. The Complaint Officer is charged with receiving complaints of sexual or other forms of prohibited discrimination or harassment, and coordinating the investigation. The accused shall have the right to select which College Complaint Officer oversees the investigation; however, if the complainant prefers the other College Complaint Officer, the two Officers will coordinate with one another on the investigation.

The Complaint Officer may assign the actual investigation to other staff or to an outside person or organization under contract with the College after written notice has been given to the accused and CSEA. An outside investigating organization shall be utilized whenever the Complaint Officer is named in the complaint or implicated by the allegations of the complaint.

30.6.2.3 Written Complaint

A student, staff or faculty member who believes he or she has a non-employment based complaint of unlawful discrimination or harassment must make a written or oral complaint to the College Complaint Officer within one year of the date of the alleged discrimination or harassment, or within one year from the date on which the complainant knew or should have known of the facts underlying the complaint.

A student, staff or faculty member who believes he or she has an employment-based complaint of unlawful discrimination or harassment must make a written or oral complaint to the College Complaint Officer within 180 days of the date of the alleged discrimination or harassment, or within 90 days following the expiration of the 180-day period if the complainant first obtained knowledge of the alleged violation after the expiration of the 180 days.

If the complainant fails or refuses to file a written complaint, the College Complaint Officer shall ask the complainant for permission to tape record his/her statement and if permission is not granted, the College Complaint Officer shall make a written record of the complainant's statement and shall give the complainant an opportunity to sign the statement. Any written record of the complainant's statement shall be in the form of a report and shall be free of subjective interpretation. All complainants must be made aware that failure to reduce a complaint to writing may be a factor when determining his/her credibility or the severity of his/her complaint in an administrative or judicial hearing. The College shall have no obligation to notify the Chancellor's Office of complaints that have not been placed in writing and signed by the complainant.

Any College employee who receives a harassment complaint shall notify the College Complaint Officer immediately.

30.6.3 Notice to Accused

The College Complaint Officer will give prompt notice to the person accused of harassment regarding the identity of the complainant, the date, time and place of the alleged incident of harassment, and the nature of the alleged misconduct.

30.6.4 Investigation Process

30.6.4.1 Witness Interviews

The College Complaint Officer shall authorize the investigation of the complaint, and supervise and/or conduct a thorough, prompt and impartial investigation of the complaint.

Prior to commencing any investigation and before interviewing the accused, the Complaint Officer shall notify an accused employee by telephone that a harassment complaint has been lodged against him/her and that s/he is entitled to union representation at any and all meetings with the Complaint Officer or designee, and without divulging names and/or the specifics of the matters in issue, the Complaint Officer shall also immediately notify the President or designee of the employee's union by telephone to alert the union that the employee may need assistance with regard to a harassment complaint. Within one (1) working day of notice to the accused employee and his/her respective union, or as soon thereafter as possible, the Complaint Officer shall re-contact the accused employee to set a date and time to meet with the accused employee. The College Complaint Officer shall meet with the accused before

interviewing any witnesses. At this meeting, the accused shall have the right of Union representation as provided in this section.

The investigation will include interviews with the complainant, persons who may have relevant knowledge concerning the complaint and the accused harasser. The accused and the complainant may recommend witnesses to be interviewed. The process may include interviews with victims of similar conduct.

30.6.4.2 Analysis of Information Gathered

The Complaint Officer will review the factual information gathered through the investigation to determine whether the alleged conduct constitutes harassment giving consideration to all factual information and the totality of the circumstances, including the nature of the conduct and the context in which the alleged incidents occurred.

30.6.4.3 Written Report

The Complaint Officer will prepare a written report that sets forth the results of the investigation. The written report shall include a description of the circumstances giving rise to the complaint, a summary of the testimony of each witness, an analysis of any relevant data or other evidence collected during the investigation, a specific finding as to whether harassment did or did not occur with response to each allegation in the complaint, and any other appropriate information.

30.6.4.4 Notice to Complainant and Accused

Within ninety (90) days from the date the College received the written complaint or reduced the complainant's verbal allegations to writing, the Complaint Officer will provide the complainant and the accused with a summary statement of the findings. The summary statement will also include the determination of the Complaint Officer as to whether harassment did or did not occur with respect to the allegations in the complaint, the proposed resolution to the complaint, a statement regarding action taken, if any, and notice of the complainant's right to appeal to the College's Board of Trustees and the State Chancellor's Office.

30.6.5 Appeal Process

30.6.5.1 Board of Trustees

If the complainant is not satisfied with the result of the Complaint Officer's determination, s/he may within fifteen days, submit a written appeal to the Board of Trustees.

The Board of Trustees shall review the original complaint, the investigative report, the Complaint Officer's decision and the appeal documents. The Board shall issue a written decision within forty-five (45) days after receiving the written appeal. A copy of the decision rendered by the Board shall be forwarded to the complainant and to the State Chancellor's Office. The decision shall also include notice to the complainant of the right to appeal.

30.6.5.2 Notice to the Chancellor's Office

Within 150 days of receiving a written complaint, the College shall forward to the State Chancellor's Office the complaint, investigative report, notice to the complainant and accused of the final decision of the Complaint Officer, the decision of the Board of Trustees or the date upon which the decision of the Complaint Officer became final, and a copy of the notice to the complainant of his or her appeal rights. If, due to circumstances beyond its control, the College is unable to comply with the 150-day deadline for submission of materials, the College may file a written request with the Chancellor's Office, within ten (10) days of the deadline, for an extension of time to submit the documents. As set forth in Section 30.5.1.2, the College has no obligation to notify the Chancellor's Office of complaints that have not been placed in writing and signed by the complainant.

30.6.5.3 Appeal to State Chancellor's Office

The complainant may file a written appeal with the State Chancellor's Office within thirty (30) days of the Board of Trustee's decision or the date the Complaint Officer's decision is deemed approved. The appeal to the Chancellor's Office shall be processed pursuant to the provisions of the California Code of Regulations, Title 5, Section 59350.

30.6.6 Remedial Action

30.6.6.1 Conclusions

If the College concludes that the charge of harassment is meritorious, it will provide timely notification to the accused of any corrective action proposed by the College.

30.6.6.2 Discipline

If harassment occurred, the College shall take disciplinary and/or remedial action against the harasser. The action will be prompt and commensurate with the severity of the offense. If discipline is imposed, the nature of the disciplinary action will not be communicated to the complainant.

Disciplinary actions against faculty, staff and students will conform to all relevant statutes, regulations, personnel policies and procedures, including the provisions of any applicable collective bargaining agreement.

30.6.6.3 Right to Grieve

A classified employee accused of harassment who is subject to disciplinary action as a result of the complaint shall have the right to proceed to arbitration only after s/he has attempted a settlement at the mediation level. Prior to selecting an arbitrator, the parties agree to use the State Mediation and Conciliation Service to mediate the dispute. The mediation will be conducted as confidential settlement negotiations such that if the parties fail to reach agreement none of the information or proposals exchanged in the mediation may be used in any subsequent arbitration hearing. If mediation fails to generate a settlement, the parties agree to request a list of arbitrators from the State Mediation and Conciliation Service and to select an arbitrator using a “strike off” process.

30.6.6.4 Confidentiality and Prohibition of Retaliation

The College shall take reasonable steps to ensure the confidentiality of the investigation and to protect the privacy of all parties. The College shall also take reasonable steps to protect the complainant from further harassment and to protect the complainant from retaliation as a result of filing the complaint. The College shall take reasonable actions to ensure that neither the accused person nor the accuser, nor his/her representative, shall engage in any retaliation or intimidation toward each other or the witnesses. The College shall make every effort and take all necessary steps in order to protect personnel from the consequences of false accusations relating to sexual harassment.

30.6.7 Dissemination of Policy and Procedures

The College’s policy and procedures related to harassment will be provided to all students, faculty members, administration and staff, and will be posted in each department office on campus.

At the time of initial hire, employees will be supplied with a copy of the current harassment policy and harassment complaint procedure of the District; and they will sign a statement (Appendix K) acknowledging that they have received the policy and procedures. The signed statement will be placed in the employee’s personnel file. In addition, the most current policy and procedures will be incorporated into the College’s General Catalog and orientation materials for new students.

30.6.8 Training

Training of faculty and staff should be conducted annually emphasizing the prohibition of harassment in the classroom and work environment and should include a review of the Board Policy 3430, Prohibition of Unlawful Discrimination and Harassment and the Discrimination and Harassment Complaint Procedures as outlined in Article XXX.

ARTICLE XXXI

DURATION

31.1 Term of Agreement:

This Agreement shall be effective July 1, 2017 through June 30, 2020.

31.2 Re-opener Provisions:

Each party shall have the option to re-open salary, benefits and up to two (2) articles during the spring semesters of 2018 and 2019. Each party shall sunshine openers on or before March 1 of the appropriate year.

31.3 Continuation of Agreement:

If the District and CSEA have not executed a successor to this Agreement by its expiration on June 30, 2017 this Agreement shall remain in full force and effect until a successor Agreement is negotiated.

Signed: August 21, 2017

For the District: *Signatures on file*

For CSEA: *Signatures on file*

Stan Carrizosa
Superintendent/President

Steve LaMar
CSEA President

Brent Calvin
Vice-President, Student Services

Scott Brogdon
CSEA Negotiating Chair

John Bratsch
Dean, Human Resources/Legal Affairs

Regina Trevino
CSEA Member

Brent Davis
Associate Academic Dean

Heather Zantos
CSEA Member

Marcy Parks
CSEA Member

Charles Slaght
CSEA Member

Joanne Barkhurst
CSEA Member

Sandy Williams
CSEA Member

APPENDIX A**BARGAINING UNIT CLASSIFICATIONS**

The bargaining unit for which this Agreement is effective consists of the following classifications and any additional classifications that may be added by the District during the life of this Agreement. The classifications are the result of the classification study, recommendations of the Oversight Committee, and modifications made during negotiations.

| | Range No. |
|---------------------------------------------------|-----------|
| Access Specialist/High Tech Center | 43 |
| Accompanist | 27 |
| Account Clerk | 22 |
| Accounting Assistant | 25 |
| Accounting Coordinator | 36 |
| Accounting Technician | 32 |
| Activity Lead (SURGE/MESA; LISTO) | 46 |
| Administrative Assistant | 29 |
| Administrative Assistant – Scheduling Coordinator | 34 |
| Administrative Technician | 30 |
| Admissions & Records Technician | 24 |
| Admissions and Records Coordinator | 36 |
| Admissions and Records Lead Coordinator | 41 |
| Admissions and Records Specialist | 27 |
| Admissions and Records Specialist, Senior | 29 |
| Advising Specialist – YESS | 32 |
| Agriculture Instructional Unit – Lab Specialist | 28 |
| Articulation/Assessment Coordinator | 53 |
| Assessment Specialist | 32 |
| Assistant Athletic Trainer | 32 |
| Audio–Visual Materials Specialist | 25 |
| Banner Documentation Specialist | 40 |
| Banner Implementation Assistant | 24 |
| Bookstore Merchandise Buyer | 23 |
| Bookstore Operations Coordinator | 33 |
| Bookstore Shipping/Receiving Clerk | 23 |
| Bookstore Textbook Buyer | 29 |

| | |
|------------------------------------------------|----|
| CalWorks Coordinator | 36 |
| Carpenter | 33 |
| Case Manager, Job Developer | 32 |
| Center Office Assistant, Hanford | 22 |
| Center Operations Coordinator | 30 |
| Child Care Coordinator, CARE | 32 |
| Clerical Assistant | 22 |
| College Accountant | 41 |
| Computer Resource Specialist | 37 |
| Counseling Assistant | 25 |
| Counseling Technician | 32 |
| Counseling Technician, Veterans | 32 |
| Center Student Services Specialist | 28 |
| Custodian | 21 |
| Data Specialist | 27 |
| Database Administrator | 53 |
| District Police Officer (Post Certified) | 35 |
| District Police Sergeant (Post Certified) | 37 |
| Access & Ability, Support Services Coordinator | 32 |
| ECE Specialist | 27 |
| ECE Specialist, Assistant Director | 32 |
| EOPS/CARE Program Specialist | 29 |
| EOP&S Specialist | 29 |
| Evaluations Specialist | 36 |
| Extended Police Academy Coordinator | 45 |
| Facilities Technician | 29 |
| Farm Specialist | 24 |
| Financial Aid Resource Specialist | 32 |
| Financial Aid Specialist | 31 |
| Financial Aid Supervisor | 41 |
| Financial Aid Technician Specialist | 36 |
| First Year Experience Program Specialist | 29 |
| Food Service Assistant | 12 |
| Foundation Specialist | 27 |
| Grant Office Assistant | 24 |
| Grant Program Specialist | 29 |
| Grant Secretary – Upward Bound MESA | 26 |
| Graphic Artist | 39 |
| Grill Fry Cook/Food Service Assistant | 12 |

| | |
|-------------------------------------------------|----|
| Grill/Fry Cook | 12 |
| Grounds Maintenance Worker I | 22 |
| Grounds Maintenance Worker II | 24 |
| HVAC Technician | 35 |
| Instructional Assistant—CDC | 22 |
| Instructional Assistant—Lab Setting | 24 |
| Instructional Assistant—Lead Interpreter | 28 |
| Instructional Assistant – Test Proctor | 24 |
| Instructional Computer Technician | 35 |
| Instructional Division Secretary | 26 |
| Instructional Specialist, Senior | 32 |
| Instructional Specialist—Computer Lab | 30 |
| Kitchen Specialist, CDC | 22 |
| Lab Technician | 32 |
| Lead Custodian | 29 |
| Lead, Theatre Technician | 37 |
| Library Assistant | 20 |
| Library Specialist | 26 |
| Library Technician | 24 |
| Maintenance Electrician | 35 |
| Maintenance Leadperson | 38 |
| Maintenance Worker | 33 |
| Matriculation/International Student Coordinator | 32 |
| Mechanic | 33 |
| Media Service Technician | 36 |
| Media Services Coordinator | 41 |
| Microcomputer Specialist | 35 |
| Microcomputer Technician | 32 |
| Microcomputer Technician—Computer Lab | 30 |
| Network Analyst | 43 |
| Outreach, Career & Transfer | 41 |
| Painter | 33 |
| Payroll Specialist | 32 |
| Payroll Technician | 33 |
| Placement/Job Developer | 32 |
| Plumber | 33 |
| Police Academies Coordinator | 47 |
| Printer/Bindery Operator | 33 |
| Program Coordinator—Community Services | 39 |

| | |
|---------------------------------------------------|----|
| Program Outreach Assistant | 22 |
| Program Specialist, Financial Aid Outreach | 26 |
| Programmer Analyst | 46 |
| PTA Senior Secretary | 26 |
| Reading/Foreign Language Lab Assistant | 26 |
| Registered Nurse | 41 |
| Registration Coordinator | 36 |
| School Relations Liaison | 32 |
| Senior Clerical Assistant | 24 |
| Senior Custodian | 23 |
| Senior Instructional Assistant | 27 |
| Senior Instructional Specialist/Lead Coordinator | 41 |
| Senior Library Assistant | 24 |
| Senior Programmer Analyst | 50 |
| Senior Secretary | 26 |
| Senior Service Specialist – EOPS; TRIO | 32 |
| Single Parent Coordinator | 32 |
| Student Activities Coordinator | 39 |
| Support Services Clerk | 24 |
| Support Services Specialist | 30 |
| System Administrator | 53 |
| Telecommunications Technician | 35 |
| Theatre Technician | 35 |
| Transfer, Career and Placement Center Coordinator | 41 |
| Tutor | 20 |
| Tutorial Center Coordinator | 32 |
| TV Studio Technician | 36 |
| Veterans Specialist | 27 |
| Warehouse Worker | 25 |
| Webmaster | 53 |
| Workability III/Job Developer | 32 |

BENEFITS AND EVIDENCE OF COVERAGE

Vision Care

VISION BENEFITS

| SCHEDULE OF ALLOWANCES | FEES |
|------------------------------------------------------|-------------|
| Single vision lenses (glass or plastic) | \$100.00 |
| Bifocal lenses (glass or plastic) | \$145.00 |
| Trifocal lenses (glass or plastic) (verilux lens) | \$155.00 |
| 7.25 diopter or more high-powered lenses | \$15.00 |
| Aphakiamonofocal – plastic/aspheric | \$125.00 |
| Aphakiamultifocal – plastic/aspheric | \$200.00 |
| Lenticular (myodisc) monofocal | \$125.00 |
| Lenticular (myodisc) multifocal | \$200.00 |
| Prism 1 ½ to 4 diopters | \$14.00 |
| Prism 4 ½ to 7 diopters | \$40.00 |
| Prism 8 to 10 diopters | \$40.00 |
| Slab off prism | \$75.00 |
| Frame | \$130.00 |
| Contact lenses (hard) — medically necessary | \$200.00 |
| Contact lenses (soft) — medically necessary | \$250.00 |
| Contact lenses (hard/soft) — convenience or cosmetic | \$120.00 |

Dental Benefits

Self-funded through College of the Sequoias. Administration through Foundation for Medical Care of Kings and Tulare Counties. Allowances up to a maximum of \$1,800 per person each calendar year for expenses incurred for the services and supplies provided by a licensed dentist. See limits in COS Summary of Benefits book.

**SCHEDULE OF INSURANCE
EMPLOYEE LIFE INSURANCE
PLUS
ACCIDENTAL DEATH AND DISMEMBERMENT**

In the event of the death of an employee from any cause whatsoever, benefits in accordance with the Schedule of Insurance are payable to the beneficiary named by the employee. Certain limitations for Accidental Death and Dismemberment are outlined in the Description of Benefits.

| Life Insurance plus | Accidental Death and Dismemberment |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|
| \$100,000 | \$100,000 |
| <p>Insurance terminates when employee retires or leaves the District or at age 70 if still employed. However, if the District's insurance provider allows it, employees 70 or over will still be eligible for life insurance.</p> <p>Premium paid entirely by the District</p> | |

EMPLOYEE PARKING

Parking Permits:

The District shall issue each employee covered by this Agreement one (1) parking permit free of charge.

CLASSIFIED RETIREE WAIVER INSURANCE COVERAGE AGREEMENT

| | |
|--------------------------------------------------------------------------------------------|-------------------------------------------|
| COLLEGE OF THE SEQUOIAS CLASSIFIED RETIREE WAIVER INSURANCE COVERAGE AGREEMENT | Name of Retiree _____ Spouse's Name _____ |
| | Address _____ |
| | City, State, Zip Code _____ |
| | Social Security Number _____ |
| Years of District Service _____ Date of Hire _____ Date of Retirement _____ | |

This Agreement is made and entered into effective _____, _____
 by and between the College of the Sequoias Community College District ("District") and
 _____, a Retiree of District ("Retiree").

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Cash Option
 Retiree requests and the District agrees to provide Retiree with Retiree's allowable health insurance contribution in the form of cash payments in accordance with Appendix K of the CSEA Master Agreement per year subject to the limits and conditions specified in the applicable collective bargaining agreement and this Agreement.
2. Waiver of District Insurance Coverage
 Retiree agrees that, as a result of Retiree's election to receive Retiree's contribution in cash, District shall be forever relieved of its obligation to make any contribution to any insurance carrier for the provision of health insurance coverage for Retiree.
3. Health Insurance Coverage and Indemnity
 Retiree and District agree that Retiree shall be solely responsible for taking all steps necessary to obtain appropriate health insurance coverage for Retiree and Retiree's dependents, and Retiree shall be solely responsible for Retiree's health insurance costs.
4. Irrevocable Election
 Retiree acknowledges that Retiree's election to receive Retiree's health insurance contribution in cash is a permanent and irrevocable decision.
5. Representations
 Retiree agrees that the faculty information set forth in the upper right hand corner of this Agreement is true and accurate.
6. Voluntary Agreement
 Retiree acknowledges that Retiree has had the opportunity to obtain appropriate counseling regarding the ramifications of this decision and Retiree acknowledges that this decision is made freely, voluntarily, and with complete understanding of its consequences.

| | |
|----------------------------------------------------|------------------------------------------|
| COLLEGE OF THE SEQUOIAS COMMUNITY COLLEGE DISTRICT | |
| Dated: _____ | By: _____ COS District Representative |
| Dated: _____ | By: _____ Retiree |

*Note: The Retiree Waiver form is available in the Payroll Department.

APPENDIX F

Classified Monthly 2017-2018

Monthly amounts show in whole dollar amounts and are NOT exact.

PERS - Employee Paid

| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 |
|------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| AA—1 | 1,622 | 1,664 | 1,706 | 1,749 | 1,796 | 1,841 | 1,886 | 1,929 | 1,981 | 2,031 | 2,082 | 2,135 | 2,189 | 2,241 | 2,302 | 2,354 | 2,416 | 2,475 | 2,536 |
| A-2 | 1,704 | 1,749 | 1,796 | 1,839 | 1,884 | 1,927 | 1,979 | 2,028 | 2,080 | 2,132 | 2,187 | 2,239 | 2,295 | 2,352 | 2,416 | 2,475 | 2,536 | 2,598 | 2,659 |
| B-3 | 1,794 | 1,839 | 1,884 | 1,926 | 1,974 | 2,026 | 2,078 | 2,129 | 2,186 | 2,238 | 2,293 | 2,350 | 2,415 | 2,473 | 2,536 | 2,598 | 2,659 | 2,727 | 2,798 |
| C-4 | 1,882 | 1,926 | 1,974 | 2,025 | 2,073 | 2,127 | 2,184 | 2,236 | 2,291 | 2,349 | 2,408 | 2,468 | 2,534 | 2,597 | 2,659 | 2,727 | 2,798 | 2,863 | 2,935 |
| D-5 | 1,973 | 2,025 | 2,073 | 2,125 | 2,181 | 2,234 | 2,290 | 2,343 | 2,406 | 2,467 | 2,531 | 2,595 | 2,655 | 2,723 | 2,798 | 2,863 | 2,935 | 3,007 | 3,082 |
| E-6 | 2,071 | 2,125 | 2,181 | 2,231 | 2,288 | 2,342 | 2,404 | 2,463 | 2,529 | 2,591 | 2,652 | 2,721 | 2,794 | 2,862 | 2,935 | 3,007 | 3,082 | 3,155 | 3,229 |
| F-7 | 2,179 | 2,231 | 2,288 | 2,340 | 2,402 | 2,458 | 2,524 | 2,590 | 2,650 | 2,718 | 2,787 | 2,860 | 2,933 | 3,004 | 3,082 | 3,155 | 3,229 | 3,316 | 3,394 |
| G-8 | 2,286 | 2,340 | 2,402 | 2,456 | 2,522 | 2,584 | 2,649 | 2,714 | 2,785 | 2,857 | 2,922 | 3,000 | 3,078 | 3,153 | 3,229 | 3,316 | 3,394 | 3,482 | 3,567 |

| | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 |
|------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| AA—1 | 2,600 | 2,662 | 2,730 | 2,801 | 2,869 | 2,941 | 3,013 | 3,091 | 3,169 | 3,243 | 3,325 | 3,408 | 3,496 | 3,583 | 3,671 | 3,765 | 3,857 | 3,950 | 4,051 |
| A-2 | 2,730 | 2,799 | 2,867 | 2,941 | 3,011 | 3,089 | 3,165 | 3,243 | 3,323 | 3,404 | 3,491 | 3,581 | 3,671 | 3,765 | 3,853 | 3,949 | 4,049 | 4,150 | 4,254 |
| B-3 | 2,867 | 2,940 | 3,009 | 3,089 | 3,163 | 3,240 | 3,321 | 3,404 | 3,489 | 3,579 | 3,666 | 3,761 | 3,853 | 3,949 | 4,046 | 4,146 | 4,252 | 4,356 | 4,467 |
| C-4 | 3,009 | 3,087 | 3,160 | 3,240 | 3,319 | 3,403 | 3,487 | 3,579 | 3,664 | 3,756 | 3,848 | 3,945 | 4,046 | 4,146 | 4,248 | 4,354 | 4,465 | 4,573 | 4,687 |
| D-5 | 3,160 | 3,238 | 3,318 | 3,403 | 3,486 | 3,576 | 3,663 | 3,756 | 3,846 | 3,943 | 4,042 | 4,141 | 4,248 | 4,354 | 4,460 | 4,571 | 4,683 | 4,800 | 4,919 |
| E-6 | 3,318 | 3,401 | 3,484 | 3,576 | 3,661 | 3,751 | 3,845 | 3,943 | 4,039 | 4,137 | 4,240 | 4,352 | 4,460 | 4,571 | 4,682 | 4,798 | 4,916 | 5,041 | 5,165 |
| F-7 | 3,484 | 3,572 | 3,657 | 3,751 | 3,843 | 3,940 | 4,032 | 4,137 | 4,236 | 4,349 | 4,456 | 4,569 | 4,682 | 4,798 | 4,912 | 5,039 | 5,162 | 5,294 | 5,425 |
| G-8 | 3,657 | 3,747 | 3,838 | 3,940 | 4,030 | 4,132 | 4,235 | 4,349 | 4,451 | 4,567 | 4,678 | 4,796 | 4,912 | 5,039 | 5,160 | 5,290 | 5,420 | 5,555 | 5,696 |

| | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 |
|------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| AA—1 | 4,155 | 4,255 | 4,359 | 4,470 | 4,579 | 4,694 | 4,810 | 4,930 | 5,054 | 5,179 | 5,309 | 5,443 | 5,580 | 5,718 | 5,864 | 6,008 | 6,159 |
| A-2 | 4,358 | 4,469 | 4,576 | 4,694 | 4,808 | 4,924 | 5,051 | 5,177 | 5,307 | 5,439 | 5,576 | 5,715 | 5,859 | 6,006 | 6,157 | 6,304 | 6,465 |
| B-3 | 4,574 | 4,690 | 4,805 | 4,924 | 5,047 | 5,172 | 5,304 | 5,437 | 5,574 | 5,710 | 5,857 | 5,999 | 6,150 | 6,302 | 6,462 | 6,623 | 6,786 |
| C-4 | 4,803 | 4,921 | 5,044 | 5,172 | 5,302 | 5,432 | 5,569 | 5,706 | 5,850 | 5,994 | 6,148 | 6,297 | 6,457 | 6,621 | 6,784 | 6,952 | 7,129 |
| D-5 | 5,042 | 5,171 | 5,297 | 5,432 | 5,567 | 5,701 | 5,847 | 5,992 | 6,146 | 6,294 | 6,455 | 6,618 | 6,781 | 6,949 | 7,127 | 7,301 | 7,481 |
| E-6 | 5,295 | 5,429 | 5,559 | 5,701 | 5,843 | 5,989 | 6,143 | 6,292 | 6,453 | 6,614 | 6,779 | 6,945 | 7,121 | 7,297 | 7,478 | 7,665 | 7,859 |
| F-7 | 5,557 | 5,697 | 5,836 | 5,989 | 6,139 | 6,285 | 6,450 | 6,609 | 6,777 | 6,940 | 7,117 | 7,290 | 7,472 | 7,661 | 7,854 | 8,046 | 8,252 |
| G-8 | 5,834 | 5,985 | 6,127 | 6,285 | 6,445 | 6,599 | 6,772 | 6,937 | 7,114 | 7,287 | 7,471 | 7,656 | 7,849 | 8,043 | 8,247 | 8,450 | 8,660 |

| Longevity | |
|---------------------------|------------------|
| After 10 years of service | \$66.96 a month |
| After 13 years of service | \$147.30 a month |
| After 16 years of service | \$241.05 a month |
| After 19 years of service | \$348.18 a month |
| After 25 years of service | \$468.69 a month |
| After 30 years of service | \$535.66 a month |
| After 35 years of service | \$626.71 a month |

APPENDIX G

Classified Annual 2017-2018

Annual amounts show in whole dollar amounts and are NOT exact.

PERS - Employee Paid

| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 |
|------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| AA-1 | 19,464 | 19,968 | 20,472 | 20,988 | 21,552 | 22,092 | 22,632 | 23,148 | 23,772 | 24,372 | 24,984 | 25,620 | 26,268 | 26,892 | 27,624 | 28,248 | 28,992 | 29,700 | 30,432 |
| A-2 | 20,448 | 20,988 | 21,552 | 22,068 | 22,608 | 23,124 | 23,748 | 24,336 | 24,960 | 25,584 | 26,244 | 26,868 | 27,540 | 28,224 | 28,992 | 29,700 | 30,432 | 31,176 | 31,908 |
| B-3 | 21,528 | 22,068 | 22,608 | 23,112 | 23,688 | 24,312 | 24,936 | 25,548 | 26,232 | 26,856 | 27,516 | 28,200 | 28,980 | 29,676 | 30,432 | 31,176 | 31,908 | 32,724 | 33,576 |
| C-4 | 22,584 | 23,112 | 23,688 | 24,300 | 24,876 | 25,524 | 26,208 | 26,832 | 27,492 | 28,188 | 28,896 | 29,616 | 30,408 | 31,164 | 31,908 | 32,724 | 33,576 | 34,356 | 35,220 |
| D-5 | 23,676 | 24,300 | 24,876 | 25,500 | 26,172 | 26,808 | 27,480 | 28,116 | 28,872 | 29,604 | 30,372 | 31,140 | 31,860 | 32,676 | 33,576 | 34,356 | 35,220 | 36,084 | 36,984 |
| E-6 | 24,852 | 25,500 | 26,172 | 26,772 | 27,456 | 28,104 | 28,848 | 29,556 | 30,348 | 31,092 | 31,824 | 32,652 | 33,528 | 34,344 | 35,220 | 36,084 | 36,984 | 37,860 | 38,748 |
| F-7 | 26,148 | 26,772 | 27,456 | 28,080 | 28,824 | 29,496 | 30,288 | 31,080 | 31,800 | 32,616 | 33,444 | 34,320 | 35,196 | 36,048 | 36,984 | 37,860 | 38,748 | 39,792 | 40,728 |
| G-8 | 27,432 | 28,080 | 28,824 | 29,472 | 30,264 | 31,008 | 31,788 | 32,568 | 33,420 | 34,284 | 35,064 | 36,000 | 36,936 | 37,836 | 38,748 | 39,792 | 40,728 | 41,784 | 42,804 |

| | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 |
|------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| AA-1 | 31,200 | 31,944 | 32,760 | 33,612 | 34,428 | 35,292 | 36,156 | 37,092 | 38,028 | 38,916 | 39,900 | 40,896 | 41,952 | 42,996 | 44,052 | 45,180 | 46,284 | 47,400 | 48,612 |
| A-2 | 32,760 | 33,588 | 34,404 | 35,292 | 36,132 | 37,068 | 37,980 | 38,916 | 39,876 | 40,848 | 41,892 | 42,972 | 44,052 | 45,180 | 46,236 | 47,388 | 48,588 | 49,800 | 51,048 |
| B-3 | 34,404 | 35,280 | 36,108 | 37,068 | 37,956 | 38,880 | 39,852 | 40,848 | 41,868 | 42,948 | 43,992 | 45,132 | 46,236 | 47,388 | 48,552 | 49,752 | 51,024 | 52,272 | 53,604 |
| C-4 | 36,108 | 37,044 | 37,920 | 38,880 | 39,828 | 40,836 | 41,844 | 42,948 | 43,968 | 45,072 | 46,176 | 47,340 | 48,552 | 49,752 | 50,976 | 52,248 | 53,580 | 54,876 | 56,244 |
| D-5 | 37,920 | 38,856 | 39,816 | 40,836 | 41,832 | 42,912 | 43,956 | 45,072 | 46,152 | 47,316 | 48,504 | 49,692 | 50,976 | 52,248 | 53,520 | 54,852 | 56,196 | 57,600 | 59,028 |
| E-6 | 39,816 | 40,812 | 41,808 | 42,912 | 43,932 | 45,012 | 46,140 | 47,316 | 48,468 | 49,644 | 50,880 | 52,224 | 53,520 | 54,852 | 56,184 | 57,576 | 58,992 | 60,492 | 61,980 |
| F-7 | 41,808 | 42,864 | 43,884 | 45,012 | 46,116 | 47,280 | 48,384 | 49,644 | 50,832 | 52,188 | 53,472 | 54,828 | 56,184 | 57,576 | 58,944 | 60,468 | 61,944 | 63,528 | 65,100 |
| G-8 | 43,884 | 44,964 | 46,056 | 47,280 | 48,360 | 49,584 | 50,820 | 52,188 | 53,412 | 54,804 | 56,136 | 57,552 | 58,944 | 60,468 | 61,920 | 63,480 | 65,040 | 66,660 | 68,352 |

| | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 |
|------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|---------|---------|
| AA-1 | 49,860 | 51,060 | 52,308 | 53,640 | 54,948 | 56,328 | 57,720 | 59,160 | 60,648 | 62,148 | 63,708 | 65,316 | 66,960 | 68,616 | 70,368 | 72,096 | 73,908 |
| A-2 | 52,296 | 53,628 | 54,912 | 56,328 | 57,696 | 59,088 | 60,612 | 62,124 | 63,684 | 65,268 | 66,912 | 68,580 | 70,308 | 72,072 | 73,884 | 75,648 | 77,580 |
| B-3 | 54,888 | 56,280 | 57,660 | 59,088 | 60,564 | 62,064 | 63,648 | 65,244 | 66,888 | 68,520 | 70,284 | 71,988 | 73,800 | 75,624 | 77,544 | 79,476 | 81,432 |
| C-4 | 57,636 | 59,052 | 60,528 | 62,064 | 63,624 | 65,184 | 66,828 | 68,472 | 70,200 | 71,928 | 73,776 | 75,564 | 77,484 | 79,452 | 81,408 | 83,424 | 85,548 |
| D-5 | 60,504 | 62,052 | 63,564 | 65,184 | 66,804 | 68,412 | 70,164 | 71,904 | 73,752 | 75,528 | 77,460 | 79,416 | 81,372 | 83,388 | 85,524 | 87,612 | 89,772 |
| E-6 | 63,540 | 65,148 | 66,708 | 68,412 | 70,116 | 71,868 | 73,716 | 75,504 | 77,436 | 79,368 | 81,348 | 83,340 | 85,452 | 87,564 | 89,736 | 91,980 | 94,308 |
| F-7 | 66,684 | 68,364 | 70,032 | 71,868 | 73,668 | 75,420 | 77,400 | 79,308 | 81,324 | 83,280 | 85,404 | 87,480 | 89,664 | 91,932 | 94,248 | 96,552 | 99,024 |
| G-8 | 70,008 | 71,820 | 73,524 | 75,420 | 77,340 | 79,188 | 81,264 | 83,244 | 85,368 | 87,444 | 89,652 | 91,872 | 94,188 | 96,516 | 98,964 | 101,400 | 103,920 |

| Longevity |
|--------------------------------------------|
| After 10 years of service \$66.96 a month |
| After 13 years of service \$147.30 a month |
| After 16 years of service \$241.05 a month |
| After 19 years of service \$348.18 a month |
| After 25 years of service \$468.69 a month |
| After 30 years of service \$535.66 a month |
| After 35 years of service \$626.71 a month |

APPENDIX H

Classified Salary Schedule 2017-2018A

PERS - Employee Paid

| | | | | | | | | | | | | | | | | | | | |
|------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| AA-1 | 9.36 | 9.60 | 9.84 | 10.09 | 10.36 | 10.62 | 10.88 | 11.13 | 11.43 | 11.72 | 12.01 | 12.32 | 12.63 | 12.93 | 13.28 | 13.58 | 13.94 | 14.28 | 14.63 |
| A-2 | 9.83 | 10.09 | 10.36 | 10.61 | 10.87 | 11.12 | 11.42 | 11.70 | 12.00 | 12.30 | 12.62 | 12.92 | 13.24 | 13.57 | 13.94 | 14.28 | 14.63 | 14.99 | 15.34 |
| B-3 | 10.35 | 10.61 | 10.87 | 11.11 | 11.39 | 11.69 | 11.99 | 12.28 | 12.61 | 12.91 | 13.23 | 13.56 | 13.93 | 14.27 | 14.63 | 14.99 | 15.34 | 15.73 | 16.14 |
| C-4 | 10.86 | 11.11 | 11.39 | 11.68 | 11.96 | 12.27 | 12.60 | 12.90 | 13.22 | 13.55 | 13.89 | 14.24 | 14.62 | 14.98 | 15.34 | 15.73 | 16.14 | 16.52 | 16.93 |
| D-5 | 11.38 | 11.68 | 11.96 | 12.26 | 12.58 | 12.89 | 13.21 | 13.52 | 13.88 | 14.23 | 14.60 | 14.97 | 15.32 | 15.71 | 16.14 | 16.52 | 16.93 | 17.35 | 17.78 |
| E-6 | 11.95 | 12.26 | 12.58 | 12.87 | 13.20 | 13.51 | 13.87 | 14.21 | 14.59 | 14.95 | 15.30 | 15.70 | 16.12 | 16.51 | 16.93 | 17.35 | 17.78 | 18.20 | 18.63 |
| F-7 | 12.57 | 12.87 | 13.20 | 13.50 | 13.86 | 14.18 | 14.56 | 14.94 | 15.29 | 15.68 | 16.08 | 16.50 | 16.92 | 17.33 | 17.78 | 18.20 | 18.63 | 19.13 | 19.58 |
| G-8 | 13.19 | 13.50 | 13.86 | 14.17 | 14.55 | 14.91 | 15.28 | 15.66 | 16.07 | 16.48 | 16.86 | 17.31 | 17.76 | 18.19 | 18.63 | 19.13 | 19.58 | 20.09 | 20.58 |

| | | | | | | | | | | | | | | | | | | | |
|------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 |
| AA-1 | 15.00 | 15.36 | 15.75 | 16.16 | 16.55 | 16.97 | 17.38 | 17.83 | 18.28 | 18.71 | 19.18 | 19.66 | 20.17 | 20.67 | 21.18 | 21.72 | 22.25 | 22.79 | 23.37 |
| A-2 | 15.75 | 16.15 | 16.54 | 16.97 | 17.37 | 17.82 | 18.26 | 18.71 | 19.17 | 19.64 | 20.14 | 20.66 | 21.18 | 21.72 | 22.23 | 22.78 | 23.36 | 23.94 | 24.54 |
| B-3 | 16.54 | 16.96 | 17.36 | 17.82 | 18.25 | 18.69 | 19.16 | 19.64 | 20.13 | 20.65 | 21.15 | 21.70 | 22.23 | 22.78 | 23.34 | 23.92 | 24.53 | 25.13 | 25.77 |
| C-4 | 17.36 | 17.81 | 18.23 | 18.69 | 19.15 | 19.63 | 20.12 | 20.65 | 21.14 | 21.67 | 22.20 | 22.76 | 23.34 | 23.92 | 24.51 | 25.12 | 25.76 | 26.38 | 27.04 |
| D-5 | 18.23 | 18.68 | 19.14 | 19.63 | 20.11 | 20.63 | 21.13 | 21.67 | 22.19 | 22.75 | 23.32 | 23.89 | 24.51 | 25.12 | 25.73 | 26.37 | 27.02 | 27.69 | 28.38 |
| E-6 | 19.14 | 19.62 | 20.10 | 20.63 | 21.12 | 21.64 | 22.18 | 22.75 | 23.30 | 23.87 | 24.46 | 25.11 | 25.73 | 26.37 | 27.01 | 27.68 | 28.36 | 29.08 | 29.80 |
| F-7 | 20.10 | 20.61 | 21.10 | 21.64 | 22.17 | 22.73 | 23.26 | 23.87 | 24.44 | 25.09 | 25.71 | 26.36 | 27.01 | 27.68 | 28.34 | 29.07 | 29.78 | 30.54 | 31.30 |
| G-8 | 21.10 | 21.62 | 22.14 | 22.73 | 23.25 | 23.84 | 24.43 | 25.09 | 25.68 | 26.35 | 26.99 | 27.67 | 28.34 | 29.07 | 29.77 | 30.52 | 31.27 | 32.05 | 32.86 |

| | | | | | | | | | | | | | | | | | |
|------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 |
| AA-1 | 23.97 | 24.55 | 25.15 | 25.79 | 26.42 | 27.08 | 27.75 | 28.44 | 29.16 | 29.88 | 30.63 | 31.40 | 32.19 | 32.99 | 33.83 | 34.66 | 35.53 |
| A-2 | 25.14 | 25.78 | 26.40 | 27.08 | 27.74 | 28.41 | 29.14 | 29.87 | 30.62 | 31.38 | 32.17 | 32.97 | 33.80 | 34.65 | 35.52 | 36.37 | 37.30 |
| B-3 | 26.39 | 27.06 | 27.72 | 28.41 | 29.12 | 29.84 | 30.60 | 31.37 | 32.16 | 32.94 | 33.79 | 34.61 | 35.48 | 36.36 | 37.28 | 38.21 | 39.15 |
| C-4 | 27.71 | 28.39 | 29.10 | 29.84 | 30.59 | 31.34 | 32.13 | 32.92 | 33.75 | 34.58 | 35.47 | 36.33 | 37.25 | 38.20 | 39.14 | 40.11 | 41.13 |
| D-5 | 29.09 | 29.83 | 30.56 | 31.34 | 32.12 | 32.89 | 33.73 | 34.57 | 35.46 | 36.31 | 37.24 | 38.18 | 39.12 | 40.09 | 41.12 | 42.12 | 43.16 |
| E-6 | 30.55 | 31.32 | 32.07 | 32.89 | 33.71 | 34.55 | 35.44 | 36.30 | 37.23 | 38.16 | 39.11 | 40.07 | 41.08 | 42.10 | 43.14 | 44.22 | 45.34 |
| F-7 | 32.06 | 32.87 | 33.67 | 34.55 | 35.42 | 36.26 | 37.21 | 38.13 | 39.10 | 40.04 | 41.06 | 42.06 | 43.11 | 44.20 | 45.31 | 46.42 | 47.61 |
| G-8 | 33.66 | 34.53 | 35.35 | 36.26 | 37.18 | 38.07 | 39.07 | 40.02 | 41.04 | 42.04 | 43.10 | 44.17 | 45.28 | 46.40 | 47.58 | 48.75 | 49.96 |

| Longevity | |
|---------------------------|------------------|
| After 10 years of service | \$66.96 a month |
| After 13 years of service | \$147.30 a month |
| After 16 years of service | \$241.05 a month |
| After 19 years of service | \$348.18 a month |
| After 25 years of service | \$468.69 a month |
| After 30 years of service | \$535.66 a month |
| After 35 years of service | \$626.71 a month |

CLASSIFIED PERFORMANCE EVALUATION

COLLEGE OF THE SEQUOIAS

Classified Performance Evaluation Report and Objective Plan

| | | | |
|-------------------------|----------------------------------------------------------------------------------------------------------------------------|----------------------------|----------------------------------------------------------|
| Employee Name: | | Classification/Position: | |
| Anniversary Month: | <input type="checkbox"/> January <input type="checkbox"/> July | Probationary | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Department: | | Supervisor's Name: | |
| Date of last appraisal: | | Date sent to supervisor | |
| Evaluation Reminder | <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd | Due date of this appraisal | |

- | | |
|------------------------------------------------------------------|--------------------------------------------------------|
| 1. Performance deficient and requires immediate improvement | 4. Performance frequently exceeds expected standards |
| 2. Improvement needed for performance to meet expected standards | 5. Performance consistently exceeds expected standards |
| 3. Performance meets expected standards | |

| 1 | 2 | 3 | 4 | 5 | PERFORMANCE FACTORS | COMMENTS ARE REQUIRED FOR EACH PERFORMANCE FACTOR. Attach additional sheets if necessary. Ratings of 1 or 2 must be addressed on the reverse side in "Performance Objectives". |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 1. QUALITY OF WORK: Consider extent to which completed work is accurate, well organized, thorough, effective. | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 2. QUANTITY OF WORK: Consider the amount and timeliness of acceptable work produced. | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 3. WORKING RELATIONSHIPS: Consider extent to which the employee recognizes the needs and desires of other people, treats others with respect and courtesy. a. students b. co-workers c. the public d. supervisors | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4. WORKING ATTITUDES: Consider extent to which the employee learns and applies new ideas and technology, demonstrates interest and initiative and accepts job responsibilities. | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 5. ORGANIZATIONAL AND TEAM RELATIONSHIPS: Consider extent to which employee: a. accepts constructive criticism and feedback; b. keeps supervisor and co-workers advised of problems, ideas or decisions; c. provides information and assistance to others. | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6. WORK HABITS: Consider how the employee: a. effectively organizes work. b. uses good judgment in analyzing work situations. c. follows policies and procedures. d. uses safe work procedures. e. uses and cares for equipment and materials. f. dresses appropriately for position, maintains neat and clean appearance. | |

| | | | | | |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 7. ATTENDANCE: Consider unexcused absences; excessive absences (i.e., consistent use of credits as soon as they are earned); absences without sufficient notice; tardiness and pattern absences. |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

PERFORMANCE OBJECTIVE Plan FOR NEXT REVIEW PERIOD

Performance objectives and plans for achieving objectives should be based on discussion of performance appraisal and supervisor's expectations for the next review period.

| | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|
| PERFORMANCE OBJECTIVES -- Goals for further improvements in job performance during the next evaluation period in order to meet or exceed standards for employee's present job or to develop employee skills: | PLANS FOR ACHIEVING OBJECTIVES -- Specific methods by which the employee can work toward accomplishing his/her performance objectives: |
| | |
| | |

| | | |
|----------------------------------------------------------|------------------------------|-----------------------------|
| I have participated in a discussion of this evaluation: | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| I wish to discuss this with the Second Level Supervisor: | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Employee's Signature*: → | Date:→ | |

*It is understood that in signing the Performance Evaluation Report and Objective Plan, the evaluatee acknowledges having seen and discussed the report. The evaluatee's signature does not necessarily imply agreement with the conclusions of the supervisor.



| | | |
|-----------------------------------------|--------|--|
| Supervisor's Signature: → | Date:→ | |
| Location of discussion with employee: → | Date:→ | |
| Second Level Supervisor's Signature: → | Date:→ | |
| Human Resource Signature: → | Date:→ | |

*Please return the completed evaluation with signatures to the HR Office.
Copy will be sent to the Employee*

RETIREE MEDICARE AMOUNTS
District Contribution by Year
July 1

| YEAR | | | AMOUNT |
|------|---|------|----------|
| 2014 | – | 2015 | \$ 3,536 |
| 2015 | – | 2016 | \$ 3,606 |
| 2016 | – | 2017 | \$ 3,678 |
| 2017 | – | 2018 | \$ 3,752 |
| 2018 | – | 2019 | \$ 3,827 |
| 2019 | – | 2020 | \$ 3,904 |
| 2020 | – | 2021 | \$ 3,982 |
| 2021 | – | 2022 | \$ 4,062 |
| 2022 | – | 2023 | \$ 4,694 |
| 2023 | – | 2024 | \$ 4,788 |
| 2024 | – | 2025 | \$ 4,884 |

Table approved: January 2004

ACKNOWLEDGEMENT OF RECEIPT
of
BOARD POLICY 3430,
PROHIBITION OF UNLAWFUL DISCRIMINATION AND
HARASSMENT
and
AP 3430 HARASSMENT COMPLAINT PROCEDURES

My signature below indicates the following:

1. I have received a copy of Board Policy 3430, Prohibition of Harassment and AP 3430, Harassment Complaint Procedures.
2. I (check one)
 have participated
 will participate

in training offered by the College addressing my responsibilities and obligations related to this topic.

This document will be placed in my personnel file which is kept in the Human Resource Services Office.


PRINTED NAME: _____

SIGNATURE: _____

DATE: _____

UNLAWFUL DISCRIMINATION COMPLAINT FORM

UNLAWFUL DISCRIMINATION COMPLAINT FORM



Name:

Last First

Address:

Street or P. O. Box City State Zip

Phone: Day () Evening ()

I am a: Student Employee Other:

I Wish to Complain Against College of the Sequoias Community College District

Person, Program, or Activity:

Date of Alleged Discrimination: _____
(Complaints must be filed within one year of the date of the alleged unlawful discrimination or within one year of the date on which the complainant knew or should have known of the facts underlying the allegation of unlawful discrimination.)

I Allege Discrimination Based on (check only those which apply):

Ethnic Groups Identification Religion Age
 Physical Disability Mental Disability Retaliation
 Color Sex (includes Harassment)

Informal Resolution Attempted? Yes No

Date Commenced: _____

Name of District Officer Involved in Informal Resolution: _____

Clearly state your complaint. Describe the incident and how it occurred. List the participants involved and their relationship. (Attach additional pages as necessary.)

List the names, addresses and phone numbers of any person(s) who witnessed the incident or who are able to provide information about the complaint.

I certify that this information is correct to the best of my knowledge.

Signature of Complainant *Date*

Send Original to:

| | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Human Resource Services Attention: Complaint Officer College of the Sequoias 915 S. Mooney Blvd. Visalia, CA 93277</p> | or | <p>Chancellor's Office Attention: Legal Affairs Division California Community Colleges 1102 Q Street Sacramento, CA 95814-6511</p> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|