



COLLEGE OF THE SEQUOIAS



CSEA

MASTER AGREEMENT

July 1, 2024-June 30, 2027

Master Agreement between

College of the Sequoias Community College District and

College of the Sequoias California School Employees Association, Chapter 408 (CSEA)

## 1.1.1 TABLE OF CONTENTS

	Page
<b>Preamble</b> .....	iii
<b>Definitions</b> .....	iv
<b>Article</b>	
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 .....	11
VII. Hours and Overtime .....	12
VIII. Pay and Allowances .....	15
IX. Bargaining Unit Member Expenses and Materials .....	17
X. Health and Welfare Benefits .....	18
XI. Holidays .....	21
XII. Vacation Plan .....	23
XIII. Leaves .....	25
XIV. Retraining and Study.....	30
XV. Hiring .....	31
XVI. Transfers .....	34
XVII. Promotion – Evaluation .....	35
XVIII. Bargaining Unit Member In-Service Training .....	36
XIX. Classification, Reclassifications, Job Descriptions and Abolition of Positions.....	37
XX. Layoff and Re-employment .....	39
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.....	54
XXVII. Severability .....	55
XXVIII. Negotiations .....	56
XXIX. Management Rights .....	57
XXX. Discrimination and Harassment Complaint Procedures .....	58
XXXI. Duration .....	68

**Appendix**

A. Bargaining Unit Classifications .....69  
B. Benefits and Evidence of Coverage .....75  
C. Schedule of Insurance .....78  
D. Employee Parking .....79  
E. COS Retiree Waiver Insurance Coverage Agreement .....80  
F. Classified Monthly Salary Schedule .....81  
G. Classified Annual Salary Schedule .....82  
H. Classified Hourly Salary Schedule .....83  
I. Classified Performance Evaluation Report .....84  
J. Retiree Medicare Amounts .....86  
K. Acknowledgement of Receipt, Board Policy 3430.....87  
L. Unlawful Discrimination Complaint Form .....88

## **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. “Bargaining unit seniority” is determined by date of hire.
3. “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.
4. “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.
5. “Class specification” is the description of the duties, responsibilities, minimum qualifications and authority of positions in a class.
6. “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.
7. “Fiscal year” is July 1 through June 30.
8. “Grievant” is a District bargaining unit member covered by this agreement who is filing a grievance.
9. “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.
10. “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.
11. “Immediate supervisor” is the lowest level of District Management having immediate supervisory authority over the grievant.
12. “Incumbent” is a bargaining unit member assigned to a position and who is currently serving in or on leave from that position.
13. “Industrial accident or illness” is an injury or illness arising out of, or in the course of, employment with the District.
14. “Job Representative/Steward” is an appointee of CSEA who represents other bargaining unit members.
15. “Permanent bargaining unit member” is a regular bargaining unit member who successfully completes an initial probationary period.
16. “Probationary bargaining unit member” is a bargaining unit member who has not completed the prescribed probationary period.

17. “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.
18. “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.
19. “Re-employment” is the return to duty of a bargaining unit member who has been placed on a re-employment list.
20. “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.
21. “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.
22. “Salary Schedule” is a series of salary Ranges and Steps which define the rates of pay for all classes.
23. “Salary Step” is one of the salary levels within the range of rates for a class.
24. “Short-term employee” is a person hired for a specific temporary project of limited duration which, when completed, shall no longer be required.
25. “Summer School” is that period when school is in session between May and August which falls outside the academic year.
26. “Working day” is any day on which the Administrative Offices are open for normal business.
27. “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 the bargaining unit members because of the exercise of rights to engage or not to engage in CSEA activity.

**2.3** If any employee believes the bargaining unit member has been subjected to discriminatory practices or hostile work environment, the bargaining unit member shall refer to Article XXX. If the employee believes that the bargaining unit member's concerns are not covered by the language in Article XXX, the bargaining unit member 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 the bargaining unit member's 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 bargaining unit member 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 the bargaining unit member's 4<sup>th</sup> month of service.
- 4.5.2 Regular permanent bargaining unit members at Step G shall be evaluated every two years 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 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 the bargaining unit member's 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 the 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.

#### **5.3. New Employee Orientations (California Government Code §3556-3559).**

The District and CSEA agree to follow the provisions outlined within California Government Code §3555-3559 with the following modifications:

- 5.3.1 No later than ten (10) work days following the last day of each month, the District will provide an electronic file to CSEA containing the following information for each new employee: name; employee identification number; classification; date of hire; department; work location; home and personal cell phone numbers; personal email address; and mailing address, to the extent the District has said information on file.
- 5.3.2 No later than the last work day of September, January and May, the District will provide an electronic file to CSEA containing the information in above for all classified employees.

- 5.3.3 New Employee Orientations shall be held on the third Friday of each month from 8:30 a.m. to 9:30 a.m. CSEA shall arrange the meeting location. All supervisors will be notified in advance of the requirement for new employees to attend orientation and adequate release time shall be provided for those employees on duty to attend Orientation. Those employees who are not on duty shall be compensated at their regular hourly rate of pay for up to one hour only. Overtime, comp time, and call back shall not be paid in any case. While the District will notify the new employee of the requirement to attend the orientation, if the new employee does not attend or leaves the orientation early, the District will not be responsible for disciplining the employee.
- 5.3.5 The District agrees to release up to two CSEA representatives each new hire orientation session and provide reasonable travel time depending on work site. CSEA agrees to notify the District in writing of new hire orientation representatives at least five (5) days in advance of any orientation session. The District shall include the CSEA membership application and a CSEA provided link for an electronic application in all new hire employee packets. CSEA shall provide copies of the CSEA membership application materials to the District.



## 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 the bargaining unit member's 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 bargaining unit member 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 schedule 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 bargaining unit member regular assignment shall be compensated for at least two (2) hour 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 the 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.

#### **8.6 Longevity:**

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

8.6.1 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 6 months or 130 days of paid service, whichever is longer and shall initially be placed on Step A of the classified 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 Salary Step and/or Longevity Increases:**

All eligible bargaining unit members will receive step and/or longevity increases on 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 = \$2430/year
- Masters or POST Advanced = \$1620/year
- Bachelors or POST Intermediate = \$1134/year
- Associates = \$648/year

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

**8.11 Bilingual Stipend:**

Unit members whose assignment requires bilingual skills, in addition to English, shall receive a stipend as detailed below.

8.11.1 The supervisor must certify the bilingual skills are a required component of the assignment by providing evidence of regular and ongoing department need.

8.11.2 The unit member must satisfactorily pass a District proficiency exam in the required foreign language. The exam shall be oral when oral bilingual skills are required and written when written bilingual skills are required in the assignment.

8.11.3 If the above criteria are met, the unit member shall receive a monthly \$100 stipend, effective the first of the month following approval.

8.11.4 In the event the bilingual skill is no longer required by the District, the unit member will receive sixty (60) working days' notice that the bilingual stipend will be ending.

8.11.5 In the event that the unit member transfers or promotes to a position that does not require bilingual skills, the bilingual stipend will end effective the first day of the new assignment.

## 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 the bargaining unit member's duties.

**9.2 Replacing or Repairing Bargaining unit member's Property:**

The District shall fully compensate all 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 Effective October 1, 2024, the District shall contribute an annual maximum of \$18,540.00 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.

10.1.1.1 For the 2025-2026 medical plan year, the District and CSEA agree to share (75% by the District and 25% by the bargaining unit member) in any increase in premium costs 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 classified member through payroll deduction. The increase in the amount of annual premium for major medical and prescription coverage shall be calculated based upon the increase in the annual premium cost SISC 100-A \$20; RX 200/10-35 effective October 1, 2025. The intended effect of this agreement is that the District's total maximum contribution toward the cost of major medical and prescription coverage shall be increased as specified above and that CSEA bargaining unit employees will contribute through payroll deduction, their share of the increase (25%).

10.1.1.2 For the 2026-2027 medical plan year, the District and CSEA agree to share equally (i.e., 50%/50%) in any increase in premium costs 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 classified member through payroll deduction. The increase in the amount of annual premium for major medical and prescription coverage shall be calculated based upon the increases in the annual premium cost for SISC 100-A \$20; RX 200/10-35 effective October 1, 2026. The intended effect of this agreement is that the District's total maximum contribution toward the cost of major medical and prescription coverage shall be increased as specified above and that CSEA bargaining unit employees will contribute through payroll deduction, the cost of the 50% increase.

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.

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. Newly hired bargaining unit members shall be enrolled in the District Health and Welfare Benefit Program in accordance with the District’s health care provider’s policies and procedures.

**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 13.5) 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
Juneteenth	New Year's Eve
Independence Day	
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 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.

	<b>12–Month Bargaining Unit Members</b>	<b>10–Month Bargaining Unit Members</b>
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 bargaining unit member been in a working status.

**12.5 Vacation Pay Upon Termination:**

When a bargaining unit member is terminated for any reason, bargaining unit member 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 bargaining unit member is on leave due to illness or injury, bargaining unit member may request that bargaining unit member 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 bargaining unit member vacation rescheduled in accordance with the vacation schedule available at that time, or may request to carry over bargaining unit member 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 five (5) days of leave in order to attend the services of an immediate family member who has passed away.

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.

#### 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, bargaining unit member must notify bargaining unit member 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 bargaining unit member 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, bargaining unit member shall be entitled to use only so much of bargaining unit member 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, bargaining unit member shall be reinstated in bargaining unit member 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 bargaining unit member 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.

**2 13.11 Catastrophic Illness and Injury**

**3 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 the bargaining unit member has exhausted all of the bargaining unit member’s 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 the bargaining unit member’s 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 the bargaining unit member continues to accrue on a monthly basis prior to receiving paid leave pursuant to this catastrophic illness or injury benefit.

### **13.12 Parental Leave:**

Parental Leave for bargaining unit members shall be in accordance with existing laws including but not necessarily limited to California Education Code 88196.1 with the below exception:

California Education Code Section 88196.1(a)(1) provides, in part, that “during each school year, a classified employee may use the bargaining unit member’s sick leave for purposes of parental leave for a period of up to 12 workweeks.”

The District agrees that two (2) of the workweeks (of the 12 possible workweeks) shall be District-paid parental leave. Thus, bargaining unit members eligible for parental leave may use two (2) District-paid workweeks for parental leave and up to ten (10) workweeks of parental leave that is taken from the bargaining unit members’ sick leave.

**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 195<sup>th</sup> 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:**

Job descriptions, minimum qualifications, and all related knowledge, skills and abilities for classified positions shall be developed by the Office of Human Resources Services and the appropriate supervisor in consultation with CSEA. New job descriptions and any changes to existing job descriptions are subject to negotiation with CSEA and finalized versions must be signed and ratified by CSEA.

Once a job description has been finalized, the Human Resource Services Office and hiring chair will draft a job flyer for the position. The job flyer shall contain the following information:

- Job title/classification;
- Description of the position and duties;
- Location of job;
- Minimum qualifications required for the position;
- Number of hours per day;
- Normal work shift times;
- Days per week and months per year assigned to the position;
- Salary range;
- Source of the funding (grant or district funded);
- Application deadline.

Upon initial employment and with each change in classification, the district will provide a bargaining unit member with a copy of their negotiated job description indicating the above information, excluding the application deadline.

## 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 Vacancies (Voluntary Transfer):

If the District seeks to fill a vacancy, for which there are currently bargaining unit members within the classification the District seeks to fill, the District shall invite (via email) all applicable bargaining unit members an opportunity to express their desire to voluntarily transfer into the vacant position. If interested, a bargaining unit member will have three working days to provide Human Resources with an email/letter expressing their interest. Human Resources will then forward the email/letter of interest to the appropriate supervisor for consideration.

If all parties agree (the supervisor for the department for whom the bargaining unit member desires to transfer and the bargaining unit member), a voluntary transfer shall be granted.

#### 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, the bargaining unit member 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 -- EVALUATION**

**17.1 Promotion – Evaluation:**

A bargaining unit member who has promoted to a new position within the District shall serve a probationary period of 130 working days in the new classification. During this period, evaluation will be conducted in accordance with Article 4.5.

17.1.1 A permanent employee who accepts a promotion and fails to complete the probationary period for that promotional classification, shall be employed in the position from which the bargaining unit member was promoted.

## **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 bargaining unit member 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 and/or expiration of a specially funded program, as determined by the District's Governing Board pursuant to Education Code provisions.

**20.2 Notice of Layoff/Layoff Procedures:**

Unless subject to an exception contained in Education Code section 88017, no later than March 15 an employee shall be given written notice by the Superintendent / President of the community college district or the Superintendent / President's designee, that it has been recommended that notice be given to the employee, stating the reasons that the employee's services will not be required for the ensuing year.

20.2.1 Pursuant to the layoff procedures set forth in Education Code section 88017, bargaining unit member(s) receiving a layoff notice and who wish to exercise rights to a hearing shall submit a request for hearing no less than seven (7) calendar days after service of their layoff notice. In accordance with law, the date of service by mail is the date of the mailing. If a unit member fails to request a hearing by the 7-day deadline specified in their layoff notice, the unity member will be deemed to have waived their right to a hearing.

20.2.2 As set forth in Education Code section 88017(k), when classified positions must be eliminated as a result of the expiration of a specially funded program, the employees to be laid off shall be given written notice not less than 60 days prior to the effective date of their layoff informing them of their layoff date and their displacement rights, if any, and reemployment rights.

20.2.3 In order to provide CSEA with an opportunity to review the seniority list and affected classifications, the District will notify the Association of any proposed layoffs by February 15<sup>th</sup>.

**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 Layoff Hearing Procedures**

20.4.1 If a hearing is requested by a member of the bargaining unit as specified in 20.2.1 the District shall schedule a hearing with the Office of Administrative Hearings, to be conducted in accordance with Education Code section 88017.

20.4.2 Copies of the proposed decision shall be submitted to the Governing Board and to the bargaining unit member on or before May 7 of the year in which the proceeding is commenced.

Prior to May 15, the Governing Board shall adopt a final layoff resolution

accepting, rejecting, or modifying the proposed decision, and directing the layoff of specified bargaining unit members. Notice of the finalized layoff and termination shall be served on the affected bargaining unit members by no later than May 15.

- 20.4.3 If the Governing Board does not give notice of the finalized layoff and termination on or before May 15 as required by 20.4.2, a permanent employee shall be deemed reemployed for the ensuing college year. “Permanent employee” includes any employee who was permanent at the time the layoff notice was required as set forth in 20.2 above and any employee who became permanent after the date of the required notice. However, nothing in this subsection shall be construed to interfere with the right of a community college district to release probationary classified employees without notice or hearing who never became permanent.

**20.5 Bumping Rights:**

A regular bargaining unit member laid off from bargaining unit member 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.

- 20.5.1 If there is no position in an equal classification available under Article 20.5, 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.
- 20.5.2 This process shall continue for all classifications in which the bargaining unit member has earned seniority before layoff from District bargaining unit employment.

**20.6 Layoff in Lieu of Exercising Bumping Rights:**

Should a bargaining unit member elect to waive 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.

**20.7 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 earlier hire date an employee has in the affected class plus higher classes. If that date is equal, the determination of greater seniority shall be made by a lottery system.

**20.8 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.

- 20.8.1 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).

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

20.8.3 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.

**20.9 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.

**20.10 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 provide written notification to Human Resource Services of such election not less than 10 working days of the effective date of the proposed layoff.

20.10.1 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).

20.10.2 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 bargaining unit member requirements to reinstate participation in PERS retirement if the re-employment offer is accepted.

20.10.3 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 20.8.

20.10.4 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 bargaining unit member re-employment rights and permanently retired.

**20.11 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.

**20.12 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.

**20.13 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 bargaining unit member 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.

**20.14 Re-employment in the Highest Classification:**

Bargaining unit members shall be re-employed in the highest classification available for which the unit member is 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.

**20.15 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 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 the bargaining unit member Job Representative, bargaining unit member grievance to bargaining unit member 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 the bargaining unit member Job Representative, bargaining unit member grievance to bargaining unit member 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 bargaining unit member 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 the bargaining unit member rather than have CSEA provide representation. If the grievant elects to represent the bargaining unit member 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 bargaining unit member designee will meet the grievant and bargaining unit member 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 bargaining unit member Job Representative its written response to the grievance.

An individual representing the bargaining unit member may elect to take bargaining unit member case to the governing board. In such instance bargaining unit member 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 District Police Department staff to work in excess of eight (8) hours in one (1) day, or 10 hours if on 4-day work week, 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:**

25.5.1 Newly hired police officers shall be provided uniforms and equipment deemed necessary by the District prior to the start of their Field Training Program.

25.5.2 On an annual basis, police officers shall receive a \$600 clothing stipend/allowance. This stipend shall be paid in the police officers July paycheck and its purpose is to reimburse police officers for maintaining their uniforms to ensure they are clean and in good repair.

25.5.3 The District will provide a monthly stipend of \$60 for cleaning/laundrying of District Police Department personnel uniforms and the maintenance of their boots and equipment.

25.5.4 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.

25.5.5 Safety Equipment Provided: Upon their hire, the District shall provide the following safety equipment to district police officers:

- a) One Regulation Semi-Auto Pistol/3 magazines
- b) One 26" Baton
- c) One Badge
- d) Oleoresin Capsicum Spray
- e) Ammunition
- f) One Department Approved Vest (Body Armor)
- g) One Taser
- h) Duty Gear (Holster, belt, magazine pouch, handcuff case.)
- i) (1) Ballistic Helmet
- j) (1) Rifle plate/Carrier
- k) Body Worn Camera

25.5.6 All safety 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 On-Call Time**

25.9.1 Definition: On-call time is a period of time in addition to normal work time during which a police officer is not working but is required to be available for call back.

25.9.2 Requirements: On-call duty requires police officer so assigned:

25.9.2.1 To be reachable by telephone, radio or other means established by the Department;

25.9.2.2 To respond to work quickly if called back;

25.9.2.3 To refrain from activities which might impair their ability to perform their assigned duties should they be called back;

25.9.2.4 District police officers will rotate an on call after hours status. Police officers shall be compensated at (1) hour of comp time at regular pay, or (1) hour of salary per day of being on call.

25.9.3 Call-Back Time

25.9.3.1 If a district police officer must physically return to campus while on call back time, they shall be compensated for at

least two (2) hours at their overtime rate, regardless of the actual time worked.

25.9.3.2 If a district police officer is called while on call-back time but can perform the task off-campus (such as by remote software – alarm access, door control) in less than an hour, their compensation shall fall within the parameters of Section 25.9.2.4 above.

**25.10 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 the bargaining unit member's 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 bargaining unit member rights and obligations under both the formal and informal complaint process. The College Complaint Officer further advise complainant of bargaining unit member 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 bargaining unit member 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 bargaining unit member preference for the informal process, the College Complaint 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 bargaining unit member 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 the bargaining unit member 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 the bargaining unit member 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 bargaining unit member 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 bargaining unit member credibility or the severity of bargaining unit member 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 the employee and that bargaining unit member 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 bargaining unit member 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, bargaining unit member 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 the bargaining unit member's 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 bargaining unit member 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 bargaining unit member 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, 2024 through June 30, 2027.

**31.2 Re-opener Provisions:**

With the exception of Reclassifications (Article XIX), neither party shall have the option to open up any other articles during the term of this agreement. However, both parties agree that if there are changes in state or federal law in areas that are covered within this agreement, such changes shall take effect immediately, rather than wait to take effect upon the expiration of this agreement. Such changes shall be reflected within a Memorandum of Understanding.

**31.3 Continuation of Agreement:**

If the District and CSEA have not executed a successor to this Agreement by its expiration on June 30, 2027 this Agreement shall remain in full force and effect until a successor Agreement is negotiated.

Signed: July 1, 2024

For the District: Signatures on file

Brent Calvin (Superintendent/President)

John Bratsch (Dean, HR/Legal Affairs)

Brent Davis (Dean, Academic)

For CSEA: Signatures on file

Katie Cain (CSEA President)

Jordan Lamb (CSEA Chief Negotiator)

Nick Terry (CSEA Neg. Member)

Regina Trevino (CSEA Neg. Member)

Ashley Martinez (CSEA Neg. Member)

Michael Fox (CSEA Neg. Member)

Shane Hettick (CSEA Neg. Member)

Jeremy Mallouf (CSEA Neg. Member)

Heather Zantos (CSEA Neg. Member)

Janet Leija (CSEA Neg. Member)

Vanessa Cervantes (CSEA LRR)

**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.

Job Title	Salary Grade
Academic Resources Specialist/Curriculum	47
Access & Ability, Support Services Coordinator	32
Access Specialist/High Tech Center	43
Account Clerk	22
Accounting Assistant	25
Accounting Coordinator	36
Accounting Coordinator - Cashiering Office	38
Accounting Technician	32
Acct Clerk Cnt Student Svcs	32
Access & Ability Center Support Services Coordinator	41
Activity Lead (SURGE/MESA; LISTO)	46
Adm & Rec Equivalency Evaluation Specialist	38
Adm & Records Specialist, Senior	29
Admin Assistant/Facilities Coordinator	36
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
Agriculture Lab Technician (OH/Plant Science)	32
Articulation/Assessment Coordinator	53
Assessment Specialist	32

Assistant Athletic Trainer	32
Athletic Equipment Technician	23
Athletic Trainer	40
Atl. Media & Tech Specialist	35
Audio–Visual Materials Specialist	25
Banner Documentation Specialist	40
Banner Implementation Assistant	24
Basic Needs Coordinator	41
Basic Needs Specialist	32
Bookstore Merchandise Buyer	23
Bookstore Operations Coordinator	33
Bookstore Shipping/Receiving Clerk	23
Bookstore Textbook Buyer	29
CalWORKS Coordinator	36
Career Services Coordinator	41
Carpenter	33
Case Manager Job Developer	32
Center Admin Technician	36
Center Office Assistant, Hanford	22
Center Operations Coordinator	30
Center Student Services Specialist	28
Child Care Coordinator, CARE	32
Clerical Assistant	22
Cloud Applications Engineer	55
Cloud Infrastructure Engineer	55
College Accountant	41
College Nurse	53
Computer Resource Specialist	37
Counseling Assistant	25
Counseling Technician	32
CTE Career & Acad Success Coord - Hanford	41
CTE Career & Acad Success Coord - Tulare	41
CTE CFS Assistant	22
CTE HS Relations Liaison	41
CTE Research Analyst/Grant Specialist	50
CTE Student Success Coordinator	41
Ctr Student Servs Specialist	32

Custodian	21
Data Base Administrator	53
Data Specialist	27
Data Steward	47
Database Administrator	53
District Police Officer (Post Certified)	37
District Police Sergeant (Post Certified)	39
Early College Success Liaison	41
ECE Specialist	27
ECE Specialist, Assistant Director	32
EOP&S Specialist	29
ESL Specialist	32
Evaluations Specialist	36
Extended Police Academy Coordinator	45
Facilities Technician	29
Farm Specialist	24
Financial Aid Resource Special	32
Financial Aid Specialist	31
Financial Aid Supervisor	41
Financial Aid Technician Specialist	36
First Year Experience Program Specialist	29
Food Service Assistant	12
Foster Care Services & YESS Ad	32
Foundation Specialist	27
Grant Office Assistant	24
Grant Program Specialist	29
Grant Program Specialist/CTE Grants	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 Writing Ctr, Sr	32
Instructional Assistant – Test Proctor	24
Instructional Assistant—CDC	22

Instructional Assistant—Lab Setting	24
Instructional Assistant—Lead Interpreter	28
Instructional Asst-Lab Setting	24
Instructional Computer Technician	35
Instructional Division Secretary	26
Instructional Specialist Senior	32
Instructional Specialist/Data Maintenance Specialist	32
Instructional Specialist—Computer Lab	30
Interpreting Services Coordinator	36
IT Coordinator - Center	41
IT Cyber Security Administrator	55
Kitchen Leads	20
Kitchen Specialist, CDC	22
Lab Technician	32
Lab Technician - Chemistry	32
Lead Custodian	29
Lead Theatre Technician	37
Library Assistant	20
Library Specialist	26
Library Technician	24
Licensed Vocational Nurse	41
LMS Coordinator	46
Maintenance Electrician	35
Maintenance Leadperson	38
Maintenance Technician	35
Maintenance Technician/Plumber	35
Maintenance Technician/Pool Technician	35
Maintenance Worker	33
Maintenance Worker/Painter	35
Marketing Media Specialist	39
Matriculation/International Student Coordinator	32
Mechanic	33
Media Content Specialist	39

Media Service Technician	36
Media Services Coordinator	41
Media Specialist	36
Mental Health Case Coordinator	41
Mental Health Program Specialist	32
MESA Academic Coach	29
Microcomputer Specialist	35
Microcomputer Technician	32
Microcomputer Technician—Computer Lab	30
Network Analyst	45
Nursing Simulation Technician	34
Outreach, Career & Transfer	41
Painter	33
Payroll Specialist	32
Payroll Technician	33
Piano Accompanist	27
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
Research Analyst	50
Resource Specialist: DA&E	47
School Relations Liaison	32
Senior Clerical Assistant	24
Senior Custodian	23
Senior Instructional Assistant	27
Senior Instructional Specialist	32
Senior Instructional Specialist/Lead Coordinator	41
Senior Library Assistant	24

Senior Programmer Analyst	50
Senior Secretary	26
Senior Service Specialist – EOPS; TRIO	32
Senior Instructional Specialist/Lead Coordinator General	41
Single Parent Coordinator	32
Student Activities Coordinator	39
Student Services Specialist - CalWorks/TRIO/EOP & S	32
Student Success Coordinator	41
Student Support Service Specialist	32
Support Services Clerk	24
Support Services Specialist	30
System Administrator	53
Telecommunications Technician	35
Test Proctor	28
Theatre Technician	35
Training Resource Coordinator	41
Transfer, Career and Placement Center Coordinator	41
Tulare Student Store Assistant	20
Tutor	20
Tutorial Center Coordinator	32
TV Studio Technician	36
Veterans Resource Coordinator	41
Veterans Specialist	27
Warehouse Worker	25
Webmaster	53
Welding Shop/CTE Lab Tech	32
Work Study Specialist	36
Workability III/Job Developer	32



<b>Plan Benefit Highlights for:</b>	<b>PPO Incentive (\$2,500/\$2,000) with Orthodontic</b>
<b>Group No:</b>	<b>Active, Retirees, and COBRA</b>
<b>Network:</b>	<b>PPO/Premier</b> *The plan provides an additional \$500 toward the calendar year maximum when you visit a PPO dentist. Look for this information for the dentist of your choice on the Delta find a provider website to take advantage of this additional amount: (Other network affiliations: Delta Dental PPO)

In this incentive plan, Delta Dental pays 70% of the contract allowance for covered basic services and major services during the first year of eligibility. The coinsurance percentage will increase by 10% each year (to a maximum of 100%) for each enrollee if that person visits the dentist at least once during the year. If an enrollee does not use the plan during the calendar year, the percentage remains at the level attained the previous year. If an enrollee becomes ineligible for benefits and later regains eligibility, the percentage will drop back to 70%.

<b>Eligibility</b>	Primary enrollee, spouse (includes domestic partner) and eligible dependent children to age <b>26</b>	
<b>Deductibles</b>	N/A	
Deductibles waived for D & P?	N/A	
<b>Maximums</b>	The maximum benefit paid per calendar year is <b>\$2,500*</b> per person in-network (this amount includes the additional \$500 for using a PPO dentist. See note above under Network) The maximum benefit paid per calendar year is <b>\$2,000</b> per person out-of-network	
<b>Waiting Period(s)</b>	Basic Benefits None	Major Benefits None

<b>Benefits and Covered Services*</b>	<b>Delta Dental PPO dentists**</b>	<b>Non-Delta Dental dentists**</b>
<b>Diagnostic &amp; Preventive Services (D &amp; P)</b> Exams, 2 cleanings per cal year, x-rays	70-100 %	70-100%
<b>Basic Services</b> Fillings, simple tooth extractions, sealants	70-100 %	70-100%
<b>Endodontics</b> (root canals) Covered Under Basic Services	70-100 %	70-100%
<b>Periodontics</b> (gum treatment) Covered Under Basic Services	70-100 %	70-100%
<b>Oral Surgery</b> Covered Under Basic Services	70-100 %	70-100%
<b>Major Services</b> Crowns, inlays, onlays, and cast restorations	70-100 %	70-100%
<b>Prosthodontics</b> Bridges, dentures, implants	50 %	50%
<b>Orthodontic Benefits</b> Adults and dependent children	100 %	100%
<b>Orthodontic Maximums</b>	Separate <b>\$3,000</b> Lifetime maximum per person	
<b>Dental Accident Benefits</b>	100% (separate \$1,000 maximum per person per calendar year)	

\* Limitations or waiting periods may apply for some benefits; some services may be excluded from your plan. Reimbursement is based on Delta Dental contract allowances and not necessarily each dentist's actual fees.

\*\* Reimbursement is based on PPO contracted fees for PPO dentists, Premier contracted fees for Premier dentists and program allowance for out-of-network dentists.

Delta Dental of California  
100 First St.  
San Francisco, CA 94105

**Customer Service**  
**866-499-3001**

**Claims Address**  
P.O. Box 997330  
Sacramento, CA 95899-7330

#### **4 [deltadentalins.com](https://deltadentalins.com)**

This benefit information is not intended or designed to replace or serve as the plan's Evidence of Coverage or Summary Plan Description. If you have specific questions regarding the benefits, limitations or exclusions for your plan, please consult your company's benefits representative.

**Your VSP Vision Benefits Summary**  
 SELF-INSURED SCHOOLS OF CALIFORNIA and VSP  
 provide you with an affordable vision plan.

**PROVIDER NETWORK:**  
 VSP Signature  
**EFFECTIVE DATE:**  
 01/01/2024



BENEFIT	DESCRIPTION	COPAY	FREQUENCY
<b>Your Coverage with a VSP Provider</b>			
<b>WELLVISION EXAM</b>	<ul style="list-style-type: none"> <li>Focuses on your eyes and overall wellness</li> </ul>	\$0	Every calendar year
<b>ESSENTIAL MEDICAL EYE CARE</b>	<ul style="list-style-type: none"> <li>Retinal screening for members with diabetes</li> <li>Additional exams and services beyond routine care to treat immediate issues from pink eye to sudden changes in vision or to monitor ongoing conditions such as dry eye, diabetic eye disease, glaucoma, and more.</li> <li>Coordination with your medical coverage may apply. Ask your VSP doctor for details.</li> </ul>	\$0 per screening \$20 per exam	Available as needed
<b>PRESCRIPTION GLASSES</b>			
<b>FRAME*</b>	<ul style="list-style-type: none"> <li>\$170 featured frame brands allowance</li> <li>\$150 frame allowance</li> <li>20% savings on the amount over your allowance</li> <li>\$150 Walmart®/Sam's Club®/Costco® frame allowance</li> </ul>	\$0	Every calendar year
<b>LENSES</b>	<ul style="list-style-type: none"> <li>Single vision, lined bifocal, and lined trifocal lenses</li> <li>Impact-resistant lenses for dependent children</li> </ul>	\$0	Every calendar year
<b>LENS ENHANCEMENTS</b>	<ul style="list-style-type: none"> <li>Standard progressive lenses</li> <li>Tints/Light-reactive lenses</li> <li>Premium progressive lenses</li> <li>Custom progressive lenses</li> <li>Average savings of 40% on other lens enhancements</li> </ul>	\$0 \$0 \$80 - \$90 \$120 - \$160	Every calendar year
<b>CONTACTS (INSTEAD OF GLASSES)</b>	<ul style="list-style-type: none"> <li>\$150 allowance for contacts and contact lens exam (fitting and evaluation)</li> <li>15% savings on a contact lens exam (fitting and evaluation)</li> </ul>	\$0	Every calendar year
<b>EXTRA SAVINGS</b>	<p><b>Glasses and Sunglasses</b></p> <ul style="list-style-type: none"> <li>Extra \$20 to spend on featured frame brands. Go to <a href="https://vsp.com/offers">vsp.com/offers</a> for details.</li> <li>30% savings on additional glasses and sunglasses, including lens enhancements, from the same VSP provider on the same day as your <a href="#">WellVision Exam</a>. Or get 20% from any VSP provider within 12 months of your last <a href="#">WellVision Exam</a>.</li> </ul> <p><b>Routine Retinal Screening</b></p> <ul style="list-style-type: none"> <li>No more than a \$39 copay on routine retinal screening as an enhancement to a <a href="#">WellVision Exam</a></li> </ul> <p><b>Laser Vision Correction</b></p> <ul style="list-style-type: none"> <li>Average 15% off the regular price or 5% off the promotional price; discounts only available from contracted facilities</li> <li>After surgery, use your frame allowance (if eligible) for sunglasses from any VSP doctor</li> </ul>		
<b>YOUR COVERAGE GOES FURTHER IN-NETWORK</b>			
With so many in-network choices, VSP makes it easy to get the most out of your benefits. You'll have access to preferred private practice, retail, and online in-network choices. Log in to <a href="https://vsp.com">vsp.com</a> to find an in-network provider.			

\*Only available to VSP members with applicable plan benefits. Frame brands and promotions are subject to change.  
 †Savings based on doctor's retail price and vary by plan and purchase selection; average savings determined after benefits are applied. Ask your VSP network doctor for more details.  
 ‡Coverage with a retail chain may be different or not apply.  
 VSP guarantees member satisfaction from VSP providers only. Coverage information is subject to change. In the event of a conflict between this information and your organization's contract with VSP, the terms of the contract will prevail. Based on applicable laws, benefits may vary by location. In the state of Washington, VSP Vision Care, Inc., is the legal name of the corporation through which VSP does business. [TrueHearing](#) is not available directly from VSP in the states of California and Washington.  
 To learn about your privacy rights and how your protected health information may be used, see the VSP Notice of Privacy Practices on [vsp.com](https://vsp.com).  
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 VSP, [Evacopia](#), and [WellVision Exam](#) are registered trademarks of Vision Service Plan. [Flexon](#) and [Dragon](#) are registered trademarks of [Marchon Eyewear, Inc.](#) All other brands or marks are the property of their respective owners. 102898 VCCM

Classification: Restricted

**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.

<b>Life Insurance plus</b>	<b>Accidental Death and Dismemberment</b>
\$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. (For reference purposes: as of July 1, 2024, COS’s life insurance provider – Lincoln Financial – provides that full-time classified employees 74 and under are covered).</p> <p>Premium paid entirely by the District.</p>	

**EMPLOYEE PARKING**

**Parking Permits:**

The District shall issue each employee covered by this Agreement two (2) parking permits 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 2024-2025A

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

Effective July 1, 2024

PERS - Employee Paid

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
AA-1																			
A-2	2,406	2,468	2,536	2,597	2,662	2,721	2,796	2,863	2,938	3,011	3,091	3,160	3,240	3,321	3,409	3,491	3,581	3,666	3,751
B-3	2,534	2,597	2,662	2,720	2,791	2,858	2,935	3,007	3,085	3,156	3,236	3,319	3,406	3,489	3,581	3,666	3,751	3,850	3,947
C-4	2,661	2,720	2,791	2,857	2,928	3,006	3,080	3,155	3,234	3,318	3,399	3,484	3,579	3,664	3,751	3,850	3,947	4,040	4,143
D-5	2,785	2,857	2,928	3,004	3,075	3,153	3,233	3,307	3,396	3,482	3,572	3,663	3,747	3,843	3,947	4,040	4,143	4,243	4,349
E-6	2,926	3,004	3,075	3,149	3,231	3,305	3,394	3,477	3,569	3,657	3,744	3,839	3,942	4,039	4,143	4,243	4,349	4,453	4,559
F-7	3,073	3,149	3,231	3,304	3,392	3,472	3,562	3,656	3,742	3,832	3,931	4,037	4,139	4,240	4,349	4,453	4,559	4,680	4,791
G-8	3,227	3,304	3,392	3,470	3,559	3,647	3,739	3,829	3,929	4,033	4,124	4,233	4,344	4,451	4,559	4,680	4,791	4,912	5,030

	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38
AA-1																			
A-2	3,855	3,949	4,046	4,150	4,247	4,356	4,465	4,576	4,687	4,803	4,924	5,054	5,179	5,314	5,436	5,573	5,710	5,853	6,001
B-3	4,046	4,148	4,245	4,356	4,463	4,573	4,685	4,803	4,919	5,049	5,172	5,311	5,436	5,573	5,706	5,847	5,999	6,145	6,301
C-4	4,245	4,354	4,460	4,573	4,683	4,800	4,917	5,049	5,169	5,297	5,429	5,564	5,706	5,847	5,992	6,143	6,297	6,450	6,611
D-5	4,460	4,569	4,682	4,800	4,916	5,046	5,167	5,297	5,427	5,562	5,701	5,840	5,992	6,143	6,292	6,448	6,607	6,769	6,937
E-6	4,682	4,798	4,914	5,046	5,164	5,290	5,425	5,562	5,697	5,836	5,980	6,138	6,292	6,448	6,606	6,767	6,933	7,110	7,283
F-7	4,914	5,039	5,160	5,290	5,424	5,559	5,689	5,836	5,977	6,134	6,285	6,446	6,606	6,767	6,928	7,105	7,278	7,467	7,653
G-8	5,160	5,287	5,415	5,559	5,687	5,826	5,973	6,134	6,278	6,445	6,595	6,763	6,928	7,105	7,277	7,460	7,644	7,833	8,027

	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55
AA-1																	
A-2	6,146	6,302	6,453	6,621	6,783	6,945	7,124	7,304	7,486	7,667	7,866	8,062	8,258	8,467	8,681	8,889	9,114
B-3	6,451	6,614	6,779	6,945	7,119	7,294	7,478	7,665	7,862	8,051	8,256	8,457	8,672	8,885	9,110	9,337	9,565
C-4	6,777	6,939	7,114	7,294	7,476	7,660	7,852	8,044	8,247	8,452	8,670	8,878	9,105	9,336	9,563	9,800	10,052
D-5	7,112	7,292	7,471	7,660	7,850	8,039	8,244	8,450	8,668	8,875	9,102	9,332	9,559	9,797	10,050	10,294	10,547
E-6	7,469	7,656	7,838	8,039	8,240	8,445	8,661	8,871	9,097	9,327	9,556	9,793	10,043	10,289	10,540	10,804	11,078
F-7	7,835	8,034	8,230	8,445	8,656	8,861	9,093	9,318	9,554	9,783	10,031	10,280	10,535	10,800	11,073	11,341	11,636
G-8	8,228	8,440	8,641	8,861	9,088	9,305	9,547	9,779	10,027	10,277	10,532	10,793	11,064	11,336	11,627	11,911	12,204

Longevity	
After 10 years of service	\$94.33 a month
After 13 years of service	\$207.51 a month
After 16 years of service	\$339.61 a month
After 19 years of service	\$490.53 a month
After 25 years of service	\$660.31 a month
After 30 years of service	\$754.69 a month
After 35 years of service	\$882.95 a month

# APPENDIX G

## Classified Annual 2024-2025A

Annual amounts show in whole dollar amounts and are NOT exact.  
Effective July 1, 2024

PERS - Employee Paid

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
AA-1																			
A-2	28,870	29,619	30,430	31,158	31,949	32,656	33,550	34,362	35,256	36,130	37,086	37,918	38,875	39,853	40,914	41,891	42,973	43,992	45,011
B-3	30,410	31,158	31,949	32,635	33,488	34,299	35,214	36,088	37,024	37,877	38,834	39,832	40,872	41,870	42,973	43,992	45,011	46,197	47,362
C-4	31,928	32,635	33,488	34,278	35,131	36,067	36,962	37,856	38,813	39,811	40,789	41,808	42,952	43,971	45,011	46,197	47,362	48,485	49,712
D-5	33,426	34,278	35,131	36,046	36,899	37,835	38,792	39,686	40,747	41,787	42,869	43,950	44,970	46,114	47,362	48,485	49,712	50,918	52,187
E-6	35,110	36,046	36,899	37,794	38,771	39,666	40,726	41,725	42,827	43,888	44,928	46,072	47,299	48,464	49,712	50,918	52,187	53,435	54,704
F-7	36,878	37,794	38,771	39,645	40,706	41,662	42,744	43,867	44,907	45,989	47,174	48,443	49,670	50,877	52,187	53,435	54,704	56,160	57,491
G-8	38,730	39,645	40,706	41,642	42,702	43,763	44,866	45,947	47,154	48,402	49,483	50,794	52,125	53,414	54,704	56,160	57,491	58,947	60,362
	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38
AA-1																			
A-2	46,259	47,382	48,547	49,795	50,960	52,270	53,581	54,912	56,243	57,637	59,093	60,653	62,150	63,773	65,229	66,872	68,515	70,242	72,010
B-3	48,547	49,774	50,939	52,270	53,560	54,870	56,222	57,637	59,030	60,590	62,067	63,731	65,229	66,872	68,474	70,158	71,989	73,736	75,608
C-4	50,939	52,250	53,518	54,870	56,202	57,595	59,010	60,590	62,026	63,565	65,146	66,768	68,474	70,158	71,906	73,715	75,566	77,397	79,331
D-5	53,518	54,829	56,181	57,595	58,989	60,549	62,005	63,565	65,125	66,747	68,411	70,075	71,906	73,715	75,504	77,376	79,290	81,224	83,242
E-6	56,181	57,574	58,968	60,549	61,963	63,482	65,104	66,747	68,370	70,034	71,760	73,653	75,504	77,376	79,269	81,203	83,200	85,322	87,402
F-7	58,968	60,466	61,922	63,482	65,083	66,706	68,266	70,034	71,718	73,611	75,421	77,355	79,269	81,203	83,138	85,259	87,339	89,606	91,832
G-8	61,922	63,440	64,979	66,706	68,245	69,909	71,677	73,611	75,338	77,334	79,144	81,162	83,138	85,259	87,318	89,523	91,728	93,995	96,325
	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55		
AA-1																			
A-2	73,757	75,629	77,438	79,456	81,390	83,346	85,488	87,651	89,835	91,998	94,390	96,741	99,091	101,608	104,166	106,662	109,366		
B-3	77,418	79,373	81,349	83,346	85,426	87,526	89,731	91,978	94,349	96,616	99,070	101,483	104,062	106,621	109,325	112,050	114,774		
C-4	81,328	83,262	85,363	87,526	89,710	91,915	94,224	96,533	98,966	101,421	104,042	106,538	109,262	112,029	114,754	117,603	120,619		
D-5	85,342	87,506	89,648	91,915	94,203	96,470	98,925	101,400	104,021	106,496	109,221	111,987	114,712	117,562	120,598	123,531	126,568		
E-6	89,627	91,874	94,058	96,470	98,883	101,338	103,938	106,454	109,158	111,925	114,670	117,520	120,515	123,469	126,485	129,646	132,933		
F-7	94,016	96,408	98,758	101,338	103,875	106,330	109,117	111,821	114,650	117,395	120,370	123,365	126,422	129,605	132,870	136,094	139,630		
G-8	98,738	101,275	103,688	106,330	109,054	111,654	114,566	117,354	120,328	123,323	126,381	129,522	132,766	136,032	139,526	142,938	146,453		

Longevity
After 10 years of service \$94.33 a month
After 13 years of service \$207.51 a month
After 16 years of service \$339.61 a month
After 19 years of service \$490.53 a month
After 25 years of service \$660.31 a month
After 30 years of service \$754.69 a month
After 35 years of service \$882.95 a month



# APPENDIX H

## Classified Hourly 2024-2025A

Effective July 1, 2024

PERS - Employee Paid

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
AA-1																			
A-2	13.88	14.24	14.63	14.98	15.36	15.70	16.13	16.52	16.95	17.37	17.83	18.23	18.69	19.16	19.67	20.14	20.66	21.15	21.64
B-3	14.62	14.98	15.36	15.69	16.10	16.49	16.93	17.35	17.80	18.21	18.67	19.15	19.65	20.13	20.66	21.15	21.64	22.21	22.77
C-4	15.35	15.69	16.10	16.48	16.89	17.34	17.77	18.20	18.66	19.14	19.61	20.10	20.65	21.14	21.64	22.21	22.77	23.31	23.90
D-5	16.07	16.48	16.89	17.33	17.74	18.19	18.65	19.08	19.59	20.09	20.61	21.13	21.62	22.17	22.77	23.31	23.90	24.48	25.09
E-6	16.88	17.33	17.74	18.17	18.64	19.07	19.58	20.06	20.59	21.10	21.60	22.15	22.74	23.30	23.90	24.48	25.09	25.69	26.30
F-7	17.73	18.17	18.64	19.06	19.57	20.03	20.55	21.09	21.59	22.11	22.68	23.29	23.88	24.46	25.09	25.69	26.30	27.00	27.64
G-8	18.62	19.06	19.57	20.02	20.53	21.04	21.57	22.09	22.67	23.27	23.79	24.42	25.06	25.68	26.30	27.00	27.64	28.34	29.02

	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38
AA-1																			
A-2	22.24	22.78	23.34	23.94	24.50	25.13	25.76	26.40	27.04	27.71	28.41	29.16	29.88	30.66	31.36	32.15	32.94	33.77	34.62
B-3	23.34	23.93	24.49	25.13	25.75	26.38	27.03	27.71	28.38	29.13	29.84	30.64	31.36	32.15	32.92	33.73	34.61	35.45	36.35
C-4	24.49	25.12	25.73	26.38	27.02	27.69	28.37	29.13	29.82	30.56	31.32	32.10	32.92	33.73	34.57	35.44	36.33	37.21	38.14
D-5	25.73	26.36	27.01	27.69	28.36	29.11	29.81	30.56	31.31	32.09	32.89	33.69	34.57	35.44	36.30	37.20	38.12	39.05	40.02
E-6	27.01	27.68	28.35	29.11	29.79	30.52	31.30	32.09	32.87	33.67	34.50	35.41	36.30	37.20	38.11	39.04	40.00	41.02	42.02
F-7	28.35	29.07	29.77	30.52	31.29	32.07	32.82	33.67	34.48	35.39	36.26	37.19	38.11	39.04	39.97	40.99	41.99	43.08	44.15
G-8	29.77	30.50	31.24	32.07	32.81	33.61	34.46	35.39	36.22	37.18	38.05	39.02	39.97	40.99	41.98	43.04	44.10	45.19	46.31

	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55
AA-1																	
A-2	35.46	36.36	37.23	38.20	39.13	40.07	41.10	42.14	43.19	44.23	45.38	46.51	47.64	48.85	50.08	51.28	52.58
B-3	37.22	38.16	39.11	40.07	41.07	42.08	43.14	44.22	45.36	46.45	47.63	48.79	50.03	51.26	52.56	53.87	55.18
C-4	39.10	40.03	41.04	42.08	43.13	44.19	45.30	46.41	47.58	48.76	50.02	51.22	52.53	53.86	55.17	56.54	57.99
D-5	41.03	42.07	43.10	44.19	45.29	46.38	47.56	48.75	50.01	51.20	52.51	53.84	55.15	56.52	57.98	59.39	60.85
E-6	43.09	44.17	45.22	46.38	47.54	48.72	49.97	51.18	52.48	53.81	55.13	56.50	57.94	59.36	60.81	62.33	63.91
F-7	45.20	46.35	47.48	48.72	49.94	51.12	52.46	53.76	55.12	56.44	57.87	59.31	60.78	62.31	63.88	65.43	67.13
G-8	47.47	48.69	49.85	51.12	52.43	53.68	55.08	56.42	57.85	59.29	60.76	62.27	63.83	65.40	67.08	68.72	70.41

Longevity
After 10 years of service \$94.33 a month
After 13 years of service \$207.51 a month
After 16 years of service \$339.61 a month
After 19 years of service \$490.53 a month
After 25 years of service \$660.31 a month
After 30 years of service \$754.69 a month
After 35 years of service \$882.95 a month

CLASSIFIED PERFORMANCE EVALUATION

COLLEGE OF THE SEQUOIAS

Classified Performance Evaluation Report and Objective Plan

Employee Name:				Classification/Position:	
Date of Evaluation:				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 <sup>st</sup>	<input type="checkbox"/> 2 <sup>nd</sup>	<input type="checkbox"/> 3 <sup>rd</sup>	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"/>	<b>1. QUALITY OF WORK:</b> 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"/>	<b>2. QUANTITY OF WORK:</b> Consider the amount and timeliness of acceptable work produced.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>3. WORKING RELATIONSHIPS:</b> Consider the employees demonstrated ability to work with and serve individuals (students, co-workers, supervisors, and the public) within a diverse community college campus environment, treats them all with professionalism, respect, and courtesy.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>4. WORKING ATTITUDES:</b> 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"/>	<b>5. ORGANIZATIONAL AND TEAM RELATIONSHIPS:</b> 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"/>	<b>6. WORK HABITS:</b> 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"/>	<b>7. ATTENDANCE:</b> 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.
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**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.

<b>PERFORMANCE OBJECTIVES</b> -- Goals for further improvements in job performance during the next evaluation period in order to meet or exceed standards for the employee's present job or to develop employee skills:	<b>PLANS FOR ACHIEVING OBJECTIVES</b> -- Specific methods by which the employee can work toward accomplishing the bargaining unit member 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	\$ 4,143
2023	–	2024	\$ 4,226
2024	–	2025	\$ 4,311
2025	–	2026	\$ 4,397
2026	–	2027	\$ 4,485
2027	–	2028	\$ 4,575
2028	–	2029	\$ 4,667
2029	–	2030	\$ 4,760
2030	–	2031	\$ 4,855

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**

(To be filed with the community college district involved in your allegations)

Name: \_\_\_\_\_  
Last First

Address: \_\_\_\_\_  
Street or P.O. Box City State Zip

Phone: \_\_\_\_\_  
Home/Cell Email

I am a:  Student  Employee  Other: \_\_\_\_\_

I wish to complain against the following individual(s):

Name(s): \_\_\_\_\_

District: \_\_\_\_\_ College: \_\_\_\_\_

Student  Employee  Other: \_\_\_\_\_

Date of most recent incident or alleged discrimination: \_\_\_\_\_

*(Non-employment complaints must be filed within one year of the date of the alleged unlawful discrimination. Employment complaints must be filed within 180 days of the date of the alleged unlawful discrimination.)*

I allege discrimination based on the following protected categories:

- |                                                |                                                                    |
|------------------------------------------------|--------------------------------------------------------------------|
| <input type="checkbox"/> Age                   | <input type="checkbox"/> Military/Veteran Status                   |
| <input type="checkbox"/> Ancestry              | <input type="checkbox"/> National Origin                           |
| <input type="checkbox"/> Color                 | <input type="checkbox"/> Physical/Mental Disability                |
| <input type="checkbox"/> Ethnic Group          | <input type="checkbox"/> Race                                      |
| <input type="checkbox"/> Gender Expression     | <input type="checkbox"/> Religion                                  |
| <input type="checkbox"/> Gender Identification | <input type="checkbox"/> Retaliation                               |
| <input type="checkbox"/> Immigration Status    | <input type="checkbox"/> Sex/Gender                                |
| <input type="checkbox"/> Marital Status        | <input type="checkbox"/> Sexual Orientation                        |
| <input type="checkbox"/> Medical Condition     | <input type="checkbox"/> Other Protected Class (Explain):<br>_____ |

What would you like the District to do in response to your complaint?

Clearly state your complaint. Describe each incident of alleged discrimination separately.

For each incident provide the following information:

- 1) date(s) the discriminatory action occurred;
- 2) name(s) of individual(s) who participated in discriminatory conduct;
- 3) location of incident;
- 4) what happened;
- 5) witnesses (if any);
- 6) why you believe the conduct was motivated by your protected classification;
- 7) if applicable, explain why you believe you were retaliated against for filing a complaint or asserting your right to be free from discrimination on any of the above grounds.

(Attach additional pages as necessary.)

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

\_\_\_\_\_  
*Signature of Complainant*

\_\_\_\_\_  
*Date*

Name of individual documenting verbal complaint: \_\_\_\_\_

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Phone*

\_\_\_\_\_  
*Email*

\_\_\_\_\_  
**OFFICE USE ONLY**

Date complaint received: \_\_\_\_\_

\_\_\_\_\_  
*Received by*

\_\_\_\_\_  
*Title*

## Appeals to the District's Governing Board

After the district issues the administrative determination to the complainant, if the complainant is not satisfied with the result, they may submit a written appeal to the district's governing board within 30 days from the date of the administrative determination. The district governing board must review the matter and issue a final district decision within 45 days of receiving the appeal.

## Appeals to the Chancellor

In cases not involving employment discrimination, if the complainant is not satisfied with the district governing board's final decision in the matter, the complainant may file an appeal with the Chancellor's Office. Appeals to the Chancellor's Office must be filed within 30 days from the date of the district governing board's final decision, must be in writing, and submitted via email to [OGC@CCCCO.edu](mailto:OGC@CCCCO.edu) or in hard copy to:

California Community Colleges Chancellor's Office  
Attention: Office of General Counsel-Discrimination Appeals  
1102 Q Street, Sixth Floor  
Sacramento, CA 95811

The appeal must include copies of the original complaint, the administrative determination and the governing board's final decision. The Chancellor's review on appeal is limited to the following issues:

1. Whether there was procedural error in violation of the regulations.
2. Whether there was a defect in the investigation.
3. Whether new evidence that was unavailable during the investigation despite the complainant's due diligence would substantially impact the outcome of the investigation.
4. Whether correct legal standards were applied.
5. Whether the district's determination was an abuse of discretion.

Please note that any appeal must provide specific facts alleging one or more of these grounds. Failure to do so may result in the summary dismissal of the appeal.

Appeals that are accepted for review shall be reviewed and a determination shall be issued by the Chancellor's Office within 90 days of receipt of the appellate file from the appropriate district.