

Student Services Council Meeting Wednesday, Oct. 16, 2019 9:00 AM • Room 2314 Minutes

Committee Members Present					
	Nancy Berkey		John Yu	Х	Becky McCall
х	Sharon Brisolara	Х	Sandra Hamilton- Slane	Х	Jennifer McCandless
Х	Tina Duenas	Х	Sue Huizinga	Х	Amber Perez
Х	Nadia Elwood		Tim Johnston		

District / Division Goals

Goal 1: Increase First-Year Persistence by 2%

Goal 2: Increase Completion Rate by 2%

Goal 3: Increase completion efficiency by 1%

Focus Areas: To increase the number of credentials awarded and the number of students transferring to

- UC/CSU and decrease the number of accumulated units: o Improve access from application to registration
 - Implove access from application to registration
 Implement Automated Student Education Planning
 - Implement Automated Student Education
 Expand Shasta Summit early alert
 - Increase number of ADTs, BA, Certificates, transfer
 - Promote transfer pathways with K-12 partners
 - Improve access to existing on-line student support through SARS Zoom and the online orientation.
 - 1. Presentation / Discussion
 - a. <u>9:00 9:45 am CSEA Contract Discussion with Greg Smith</u>
 - 1) Greg Smith notified the Council that he will also be providing longer sessions for all managers.
 - 2) Greg stated that the negotiations were as close to interest based bargaining as possible.
 - 1. Interest base bargaining is when both parties setup a goal and then work together to come up with the best route towards their goals.

Goal 4: Increase course success by 1%

Goal 5: Improved through-put

- 3) Please see attachment for Greg Smith's presentation to the Council. Below is listed a few highlights and notes from the presentation.
- 4) Wages:
 - 1. Biggest addition is the 3.5% on-schedule pay increase.
 - 2. Minimum wage was very important in consideration to the changes in the bottom portion of the Classified salary range.
 - 3. One-time off-schedule payment for Classified Staff is planned to hit the November payroll at the end of November. Calculation for the payment is below:
 - a. Unit member's base monthly salary in their permanent position on the current schedule X 3.5% x 4.

- b. This one-time payment accommodates the loss in salary increases due to CSEA Sacramento's delays in their 610 approval process.
- 5) Wording changes: Demotion is not voluntary. Demotion was always a possibility it was just never defined and clear. Demotion is not performing adequate to the job responsibilities and duties.
 - 1. If a Classified member is demoted they will go back to their previous job title. Department and location may change and this is only if the position does not have a vacancy or this no plan to re-fill the old position.
 - 2. If someone was hired after the member was promoted it can bump the new hire.
 - 3. A lower level position can be created if one does not exist, but it must be a Cabinet level decision.
- 6) Probation Period and Evaluations:
 - 1. Upon failing the probationary period of a promotion the Classified member can be moved to any department as long as it is within the same position as their old position.
 - 2. A refusal of an evaluation may be considered for insubordination.
- 7) Working out of class:
 - 1. Administration may assign out of class work for five days in a 15-day period without an increase in pay (Education Code Requirement).
 - a. The reason we will not pay is due to equity and guarantee that a common policy is being conducted.
 - b. Feedback can be sent forward to Cabinet in order to suggest any changes in the future.
- 8) Overtime:
 - 1. Administrators can provide a blanket Overtime approval and the administrators find out it is being abused there should be a discussion about understanding the blanket approval prior to any disciplinary action.
 - a. It is okay to have a staff member on a blanket approval and others not on a similar approval.
 - Staff members and administration can mutually agree to a temporary work schedule change in order not to receive Overtime; however, a form will need to be filled out (form coming soon).
- 9) Sick Leave:
 - 1. Important to remember that sick leave is only for their normal work hours, not to be considered for overtime.
 - 2. Administration can determine how sick leave notification is communicated (e.g. email, phone call, text, etc.).
- b. 9:45 10:30 am Student Planning Demonstration with Phil Churchill
 - 1) Phil provided a walkthrough of the Student Education Planning Tool.
 - 2) A few specific notes/highlights are listed below:
 - 1. Student Education Planning Tool can be accessed via MyShasta.
 - 2. The system will know if a class is not offered in a specific term.
 - 3. Sections will show the location, times and days.
 - a. Ultimate goal is to go out two years for class scheduling, but we are not currently there yet.
 - b. Hopefully, the new scheduling software will allow the two year capability.
 - 4. Once waitlist coding is finalized within the student education planning tool a student will be able to register from within the tool. Currently, students must go back to MyShasta in order to register for classes.
 - 5. Course equivalencies are being added into Colleague.
 - a. Becky McCall will share information to the Student Services Council as Rochelle Morris is working on inputting equivalencies.
 - 6. Student petitions have a placeholder within the Student Education Planning Tool, but DocuWare is the current source to find student petitions.
 - 7. A recommendation has been made to add a disclaimer to let the students know that the student education planning tool is a work in progress.
 - 3) Questions/Comments:
 - 1. How are advisors attached to a student?

- a. Students will get auto-enrolled with a counselor based on the degree they chose during the CCCApply application.
- 2. How will the assignment work with program based counselors (e.g. TRIO, EOPS, etc.)?
 - a. Student Services Council asked if it is possible to create a "coding rule" to allow a hierarchy list so that students within a specialized program are assigned priority.
 - i. Phil stated that a counselor, currently, can still view a student's education plan even if the student is not assigned to them.
 - b. Under the advisor role within the Student Education Planning Tool a student will currently see all counselors assigned to them.
- 3. Archived education plans are currently being viewed as the students completed education plan.
 - a. Work is being done on confirming the archived process and workflow.
- 4. Courses from other colleges will only show if it counts towards the students declared degree. A new course evaluation must be done if a student changes their major.
 - a. Prerequisite courses and AP scores are also included in the front-end evaluation process.
- 5. Phil asked for any input and comments to be sent to him.
 - a. Due to specialized program that may require viewing in order for students to keep their eligibility.
 - b. Amber Perez requested access as an advisor so that she can view the education plans.
 - c. Different levels can be assigned and discussion will need to take place to figure out editing and viewing access.
 - d. Assigning a degree to a student and an updated major:
 - i. Student currently do not have the option to change their declared major in the Student Education Planning tool.
 - ii. Work is being done to resolve the ending of majors, students sometimes have multiple majors active at the same time.
 - iii. Students can still preview other majors within the Student Education Planning tool, but will have to follow current procedures to officially change their major.
- 2. Approval of 10/02/2019 Minutes: Minute approval postponed for next meeting.

3. Action Agenda

- a. Board Policies / Administrative Procedures Second Reading
 - a. BP 5400 Student Organizations: Held over for next SSC meeting.
 - b. AP 5400 Student Organizations: Held over for next SSC meeting.
 - c. BP 5410 Student Senate Elections: Held over for next SSC meeting.
 - d. AP 5410 Student Senate Elections: Held over for next SSC meeting.
 - e. BP 5420 Student Organization Finance: Held over for next SSC meeting.
 - f. AP 5420 Student Organizations Finance: Held over for next SSC meeting.
 - g. BP 5510 Off-Campus Student Organizations: Held over for next SSC meeting.
 - h. AP 5510 Off-Campus Student Organizations: Held over for next SSC meeting.
 - i. <u>AP 5075 Course Adds and Drops (no BP)</u>: Tina Duenas motioned and Sue Huizinga seconded to approve AP 5075 with no changes. All in favor to approve, none abstained.

4. Discussion Agenda

- a. Shasta College Response to Student Death
 - 1) Becky asked if everyone can please review the file attached to the agenda and correspond via email in regards to changes, edits, and suggestions.
- b. Next Time: Annual Area plan Initiative Presentations
 - 1) Invites to the next Council meeting are needed for other managers. Update: Invites have been sent.

5. Information Items / Other

- a. Instructional Council: Postponed due to time.
- b. Technology Priority List: Postponed due to time.
- c. Area Updates / Announcements: No further information provided.

6. Meeting adjourned at 11:00 am.

NEXT MEETING:

The next meeting is scheduled for Wednesday, November 6th from 9:00am – 11:00am in room 2314. Minutes recorded by: James Konopitski, Administrative Secretary I, Enrollment Services.

2019-2022 Classified Employees' Contract

Overview of Key Changes

• Salary

- 3.5% on-schedule pay increase
- Eliminate Ranges 14 and 15 on the salary schedule (*minimum wage issue*)
- Reassign positions within salary ranges
 - Range 14 to Range 16
 - Range 18 to range 19
 - Range 20 to range 21
- Renumber steps to 1-5
- Pay a one-time off-schedule payment on this formula:
 - Unit member's base monthly salary in their permanent position on the current schedule X 3.5% X 4
 - This one-time payment accommodates the loss in salary increases due to CSEA Sacramento's delays in their 610 approval process

Article 3: Union Membership

- SCOTUS Janus Decision
 - Union membership is managed by the union, not the District
 - District directs employees to the union for questions, concerns, and requests to end membership
 - District provides payroll deduction and submission of union dues for members
 - CSEA assumes legal liability for claims from employees resulting from dues deductions and membership status

• Article 4: Definitions

- Anniversary date of employment with District defined as start date in a permanent position (temp/short-term/sub employment does not count for any official purpose)
- Demotion redefined as an involuntary personnel action
- Definitions for Classification and Reclassification aligned with Reclassification MOU
- Short-term and Substitute Employee definitions separated to allow for overlapping employment of substitute employees when permanent employees are resigning, taking extended leave, returning from extended leave, or during onboarding for a new hire

• Article 5: Bargaining Unit Member Files/Evaluations

- Employees may use up to five hours of work time during their regular schedule to prepare a written response to negative information being place in their file (disciplinary action, negative evaluation, etc.); response due within five days of notification to the employee
- Employee may request to have negative information removed from their file after two years
 - Initial request to appropriate VP
 - Appeal to President

- Article 5: Bargaining Unit Member Files/Evaluations
 - Evaluation of new (probationary) bargaining unit member
 - 1st evaluation during initial 180 calendar days of employment
 - 2nd evaluation during initial 365 calendar days of employment
 - Evaluation of a promoted employee
 - One evaluation during initial 150 calendar days of employment
 - If a promoted employee fails probation in the new position, they have the right to return to their prior position, unless the position has been eliminated or left vacant

• Article 5: Bargaining Unit Member Files/Evaluations

- Evaluation of permanent bargaining unit members
 - Once every two years for employees with a "satisfactory" or better rating; administrator may choose to conduct more frequent evaluations
 - Every year for employees with a rating less than "satisfactory"
 - Must be evaluated when receiving a disciplinary action during the same academic year or within first 150 days of next academic year when discipline occurs in last 90 days of an academic year
 - May be evaluated more frequently with approval of AVP of HR

• Article 5: Bargaining Unit Member Files/Evaluations

- Evaluation Procedures
 - Evaluation meeting must be held before the evaluation is placed in the personnel file
 - Unit member may request a union representative during the meeting
 - Union rep has "...the responsibility of notetaking and shall have the ability of caucus with unit member"

- Article 5: Bargaining Unit Member Files/Evaluations
 - Evaluation Content
 - Based on direct observation and knowledge of the evaluator
 - May incorporate verified information provided by sources with direct knowledge of the bargaining unit member's conduct and performance
 - Bargaining unit members may dispute a rating influenced by documented information and request AVP of HR review and determination
 - Negative evaluations must include direction to achieve satisfactory performance

• Article 7: Hours and Overtime

- Work Schedules
 - Language clarification:
 - 10 scheduled hours per day maximum
 - 80 scheduled hours per biweekly period maximum
 - Assignment of schedule at start of academic year
 - Change in assignment may be made once during fall, winter intercession, spring, and summer
 - Must give 30 calendar days written notice and provide copy of new assignment within seven days
 - Unit member may submit concerns to appropriate Vice President
 - Unit member may request to meet with union rep, AVP of HR, and VP to negotiate the impacts of an imposed schedule change
 - May mutually agree to any number of schedule changes

- Article 7: Hours and Overtime
 - Part-Time Increase in Hours
 - Supervisor may assign PT employees to work 30 minutes beyond end of scheduled shift
 - If assignment will be 10 or more consecutive work shifts, must have VP approval (extra time authorization)
 - If assignment continues for more than 20 consecutive work shifts, the permanent assignment of hours must be increased to include the extra time
 - EXCEPTION: Unit member may mutually agree to a schedule increase for up to 120 days during the academic year with no permanent change in scheduled hours

Article 7: Hours and Overtime

- Working Out of Classification
 - Supervisor may assign out of class work assignments so long as employee meets the minimum qualifications of the work to be performed (not the min quals for the entire position)
 - May assign out of class work for five days in a 15-day period without an increase in pay (Ed Code requirement)
 - Must have mutual agreement and pay higher class salary range for all work when exceeding five days in a 15-day period
 - Employee placed at the step resulting in a 5% increase over current wage or in the highest step in the range (step 5)

Article 7: Hours and Overtime

- Lunch and Break Periods
 - Lunch period for FT employees may be scheduled any time during first six hours of work
 - Lunch period may be any length between 30 minutes and one hour with mutual agreement
 - Part-time employee lunch period may be prorated by supervisor
 - Part-time employees may be assigned to take one or two breaks and total break time shall be prorated

Article 7: Hours and Overtime

• Overtime

- Must be approved in advance except in emergency circumstances where approval is not possible
- All paid hours, including paid leave time, count towards overtime accrual
 - For example, FT employee takes 2 hours of sick leave at the start of their eight-hour shift and works two hours past the end of their scheduled shift, must be paid OT for the additional two hours
- Overtime earned in quarter-hour portions

• Article 7: Hours and Overtime

- Overtime
 - When two or more employees in the same classification are eligible to perform OT, the assignment must be offered in order of seniority
 - The next time an OT assignment will be made, the 2nd most senior employee in the class must be offered the assignment first
 - This continues through all eligible employees in a continuous cycle
 - If all employees decline, assignment may be required of any employee working under the supervisor and meeting the minimum qualifications for the work to be performed
 - If supervisor determines an employee is unfit for the assignment, they may move to the next employee in order of seniority

• Article 7: Hours and Overtime

- Unplanned Campus Closures
 - Any employee may be required to work during an emergency and/or a facility closure
 - If an employee is required to work when similarly situation employees are given paid administrative leave, the employee will receive paid administrative leave to use at a future time for all regular hours worked. Any hours paid OT or compensatory time will not be eligible for additional paid leave
 - Work assignment must be made and approved by supervisor

Article 8: Pay and Allowances

- Salary Range Step Advancement
 - Employee must be employed in a classification as of January 1st to be eligible for a step increase effective July 1st of the same year
- Demotion
 - Any employee demoted to a lower classification will retain their step placement and longevity

- Article 8: Pay and Allowances
 - Educational Growth Award
 - Same benefit for FT and PT employees working at least 50% of a FT assignment
 - Earned AA or greater degree: \$500
 - 60+ college units completed, no degree: \$300
 - 10+ college units completed: \$40 per 10 units completed

- Article 10: Vacation Plan and Holidays
 - Use and Vesting
 - Vacation may be used as soon as it is accrued (after 1st month of employment)
 - Vacation accruals are not a vested right until six months of service completed
 - Supervisors must work with employees to allow them to use vacation during year of accrual, contract encourages (not required) employees to use leave within 12 months of accrual

Article 10: Vacation Plan and Holidays

- Rate of Accrual
 - No change in benefit, just language to increase transparency of District process
 - One hour of vacation earned for each 21.66 hours of work time (equivalent to 96 hours of vacation for 2080 hours worked or 12 eighthour vacation days per year)
 - Starting year five, accrual increases to one hour per 17.33 hours worked (15 days)
 - Starting year nine, accrual increases to one hour per 14.44 hours worked (18 days)
 - Starting year 13, accrual increases to one hour per 12.38 hours worked (21 days)

Article 10: Vacation Plan and Holidays

- Maximum Accrual
 - Max vacation accrual is equivalent of 42 days of leave time (336 hours for a 2080 hour per year employee)
 - Max accrual hours formula total number of scheduled hours per year divided by 6.19
 - Example: 10-month, 28 hour per week employee:
 - 1,204 hours scheduled for the year
 - 1,204 / 6.19 = 195 max vacation hour accrual

Article 10: Vacation Plan and Holidays

- Maximum Accrual
 - Max accrual is enforced at the start of the academic year
 - Employee and supervisor must schedule sufficient leave to bring the accumulated leave balance under the max within first 90 days of the new academic year
 - Or, District may buy out 50% of the accumulated leave
 - Or any combination of leave usage and buy-out resulting in a 50% reduction

• Article 10: Vacation Plan and Holidays

- Vacation Scheduling
 - If employee gives at least two weeks notice, vacation request may only be declined for a legitimate business need impacting department operations (consult with AVP of HR)

Article 10: Vacation Plan and Holidays

Change in Position

• When employee is promoted or otherwise placed in a position in a higher salary range, the District may buy down their vacation balance to the equivalent hours necessary for 21 vacation days at their rate of pay in their prior position

• Article 10: Vacation Plan and Holidays

- Holiday Pay Eligibility
 - Employee must be in a paid status (working or leave) on the day before or after a paid holiday to be eligible for holiday pay
 - If off-contract on both the day before and after a holiday, not eligible to be paid for the holiday
 - EXCEPTION: Will receive holiday pay for Christmas Eve, Christmas, New Year's Eve, and New Years holidays even when not in a paid status immediately prior to or after the holidays

- Bereavement Leave
 - Expanded family member definition: added register domestic partner, niece, nephew, brother-in-law, sister-in-law, and any registered dependent living in the household

- Sick Leave Accrual
 - Same change as with vacation leave to show the rate of accrual instead of the total time accrued
 - One hour of sick leave for every 21.66 hours worked
 - The expected amount of leave to be accrued, based on the permanent work schedule assignment, is made available at the start of the academic year; but leave is actually accrued throughout the year and unaccrued leave used must be repaid if the employee separates employment
- Rate of Pay
 - All leaves paid at the employee's permanent classification and salary range (not at out of class assignment pay rate)

- Sick Leave Abuse
 - When supervisor has valid concern about sick leave usage, may meet with the employee and a union rep to discuss the concern
 - If employee cannot provide a reasonable explanation for the leave use raising the concern, the supervisor may require documentation for all future sick leave usage (documentation may be provided after leave usage and cannot be a prerequisite to using sick leave)
 - If an employee fails to provide documentation it is a disciplinary matter and does not impact ability to use sick leave in the future

- On-Campus Blood Drives
 - Employee must be allowed to participate so long as they provide three business days' notice to supervisor
 - Supervisor may assign the time the employee will be allowed to donate blood based on business needs

- Catastrophic Leave Donation
 - Employees may donate sick leave, vacation leave, and/or compensatory leave
 - Catastrophic leave medical related leave expected to exceed 30 calendar days
 - Employees may donate up to 60 hours of leave in any combination of vacation, sick, and compensatory leave
 - Minimum donation is four hours
 - Employees may receive up to 66% of their total annual scheduled work hours in donations (1,373 hours for a 2,080 hour employee) for any one catastrophic leave event
 - Limit is per event, not academic year
 - Unused donations are returned to the donating employee

- Parental Leave and Child Bonding Leave
 - Replace 'maternity' and 'paternity' leave
 - Any parent or legal guardian may use up to 12 weeks of leave within 12 months of birth or adoption
 - Leave may be used sporadically or consecutively at the employee's request
 - If employee exhausts paid leaves, will receive 50% of their regular pay rate as long as eligible under the California Family Rights Act (nearly all employees meet this definition after 1st year of employment)

- Personal Necessity Leave
 - No change in benefit, similar to vacation and sick leave, changed for transparency in how it is calculated
 - Employees may use 58.66% of annual sick leave accrual for PN (equivalent to seven out of 12 days)
 - Contract has specific definition of qualifying circumstances, but liberal application encouraged (11.10.6)
 - May use 42.86% of PN for Personal Business (equivalent to three out of seven days)
 - If employee does not give at least three business days' notice of desire to use PB, may be denied for compelling business need (consult with HR)

- Leave Notification
 - Where possible, employee should give 10 business days' notice of a leave request
 - When using sick leave, supervisor may designate the acceptable form(s) of communication
 - Employee must notify need for sick leave as soon as possible but not later than 15 minutes after the start of their shift
 - If duration of leave is uncertain, must report on status each day

- Article 12: Hiring
 - Substitute Employees
 - When a new employee is hired, time served as a substitute counts for salary step placement
 - Sick and vacation leave accruals retroactive to start of substitute service
 - District may employ a substitute concurrently with a permanent employee for up to six weeks prior to separation or start of extended leave
 - May continue to employ sub for up to six weeks after new permanent employee is hired or two weeks after existing employee returns from leave

Article 12: Hiring

- Mandatory Interview Option
 - Current permanent employees meeting the minimum qualifications for a vacant position may opt for a mandatory interview
 - May opt to only receive an interview is selected on merit by the hiring committee
- Overlapping Employment
 - District may hire a new permanent employee to replace an employee separating from the District prior to the current employee's departure without adding a permanent position

Article 13: Transfer

- Temporary Job Location Transfers
 - Employee must get five business day's notice of a temporary job location change unless necessary for operations or safety
 - May agree to change without five days' notice
 - If assignment goes beyond five working days, employee gets a 5.5% pay premium for all work time at the alternate site
 - Assignments may be appealed to the appropriate Vice President

Article 13: Transfer

- Job Transfers
 - Lateral Transfer same position with same or fewer assigned hours per year; may be requested by employee or District, but requires mutual agreement
 - Administrative Transfer same salary range and assigned hours per year; must meet minimum qualifications; may be requested by employee or District, but requires mutual agreement
 - Voluntary Reassignment reassignment to a position in a lower classification and salary range or reduction in assigned hours per year; must meet minimum qualifications of the position; requested by employee, not District
 - Lateral and Administrative transfer requests have priority over voluntary reassignments
 - No request can be denied strictly based on the needs of the employee's current position

• Article 14: Classification, Reclassification, & Abolition of Positions

- Reassignment to a position in a higher range
 - Employee placed at the step resulting in at least a 5% increase in salary or the highest step (step 5) if a 5% increase is not possible

• Article 15: Grievance Procedure

- Definition a dispute on the interpretation, application, or violation of the terms of the collective bargaining agreement
- Grievance may be filed by an employee or the union
- Initial filing must be within 20 business days of contested issue occurring
- Step One
 - Resolution with immediate supervisor, if possible
 - Written response due to union/grievant within 10 business days

Article 15: Grievance Procedure

- Level Two Appeal
 - Appeal decision of supervisor to Vice President within 10 business days of level one decision
 - VP may request to meet with grievant/union
 - VP written response due within 10 business days
- Level Three Appeal
 - Appeal decision of VP to Superintendent/President within 10 business days of level two appeal decision
 - President may request to meet with union/grievant
 - President written response due within 10 business days

• Article 15: Grievance Procedure

- Level Four Appeal Arbitration
 - Appeal President's decision within 10 business days
 - Request to go to arbitration with the District; split costs
 - Request list of seven potential arbitrators
 - Mutual agreement on arbitrator using an alternate strike method
 - Arbitrator decision is advisory/non-binding; Board of Trustees has final authority to determine the outcome

Article 18: Safety Conditions of Employment

- District Obligation
 - Provide safe and healthy work environment and conditions; proactively resolve any threats
- Employee Obligation
 - Notify District of potential health and safety issues
 - Complete assigned safety trainings within 10 business days

Article 21: Negotiations

- Term of the contract July 1, 2019 June 30, 2022
- Reopeners
 - Either side may request to reopen article 8 (wages) and up to two additional articles for negotiation during the 2020-2021 and 2021-2022 academic years