

# TENTATIVE AGREEMENT

**BY AND Between**  
**Shasta-Tehama-Trinity Joint Community College District (“District”)**

**AND**

**THE CALIFORNIA SCHOOL EMPLOYEES' ASSOCIATION AND ITS**  
**CHAPTER No. 381 SHASTA COLLEGE (together “CSEA”)**

**August 6, 2025**

**Shasta-Tehama-Trinity Joint Community College District (“District”) and the California School Employees Association and its Chapter No.381 (together “CSEA”) agree to the following:**

1. Effective 10/01/25 apply 1.5% increase to the salary schedule.
2. Effective 10/01/25 employees in Range 16 will be moved to Range 19 to the cell closest to, but not less than the hourly rate from which they are moved. Employees in Range 19 will be moved to Range 22 to the cell closest to, but not less than the hourly rate from which they are moved. Ranges 16, 17, & 18 will be eliminated.
3. In the regular October (October 31, 2025) payroll all active employees will receive a one-time payment of \$400.
4. Increase to shift differential compensation (see Article 7.8) with the understanding that this proposal fully resolves Grievance No. 24-1 filed by CSEA on November 1, 2024, and that CSEA will withdraw the grievance with prejudice.
5. The District’s maximum monthly contributions toward the four tiers shall be, excluding HSA-5000
  - \$601 for employee only plans
  - \$1082 for employee and child(ren) plans
  - \$1202 for employee and spouse plans
  - \$1682 for employee plus family plans

The District’s contribution to the HSA-5000 plan shall be:

- \$642 for employee only plans
- \$1155 for employee and child(ren) plans
- \$1284 for employee and spouse plans
- \$1797 for employee plus family plans



## SHASTA-TEHAMA-TRINITY JOINT COMMUNITY COLLEGE DISTRICT CLASSIFIED EMPLOYEE EVALUATION

The Shasta-Tehama-Trinity Joint Community College District Classified Employee Evaluation has been designed to guide employees and supervisors through a committed and responsible cultivation of job performance within the District's mission and vision. Through the protocol of this document, the supervisor will evaluate with the primary purpose of commending and improving job performance, skills, and expertise via a holistic and constructive evaluation system. When necessary, the evaluation may be used as part of corrective actions and personnel decisions as per the classified employee's contract. For probationary employees, the evaluation may also be used to determine employee retention.

Classified Evaluation Objectives:

- 1) The supervisor and employee document key outcomes from the evaluation period to identify successful and unsuccessful performance
- 2) The supervisor and employee mutually develop performance goals and desired outcomes for the next evaluation period
- 3) The supervisor and employee determine areas for career growth and professional development
- 4) The supervisor and employee create a plan for areas needing improvement

### PERMANENT EMPLOYEES

All permanent classified employees must be evaluated at least every two years **by their immediate supervisor and/or appropriate management personnel. The evaluation should be completed and signed** by May 15<sup>th</sup>.

### PROBATIONARY EMPLOYEES

There shall be at least two (2) evaluations for probationary bargaining unit members. The first evaluation shall take place within the first 90 days after initial employment. The second evaluation shall take place after the 180th day after initial employment and before the 180th day after initial employment. Bargaining unit members promoted into a higher classification shall receive an evaluation within the first 150 calendar days after initial employment in their new position. Bargaining unit members have the right to respond to any part of their evaluation through the evaluation process or through the process outlined in section 5.3 of the Classified Employees' Contract.

### SELF ASSESSMENT

Prior to the evaluation, the employee may complete a voluntary self-assessment. The assessment is meant for self-evaluation, self-awareness, and personal growth. The assessment can be used to facilitate mutual understanding and communication between the employee and the evaluating supervisor and help the employee express their interest in further professional growth and community involvement at Shasta College. The assessment will only accompany the performance evaluation if requested by the employee. In the assessment, the employee will have the opportunity to:

- Reflect on feedback from supervisor, peers, colleagues, and/or students based on daily interactions during the evaluation period
- Share a list of accomplishments and identify areas for further growth and development
- Share data and information supporting key outcomes and accomplishments during the evaluation period

**Goal Setting Area:**

- Find areas for development using specific, measurable, achievable, relevant, and timely (SMART) goals
- Create a plan of action for improving your experience at work while furthering your professional development
- Identify opportunities to contribute to the Shasta College community

## **DEFINITION OF TERMS**

**Accuracy of Work:** Employee completes job tasks correctly with rare exception.

**Adaptability and Flexibility:** Employee adapts to changes in circumstances, policies, procedures, and organizational practices; readily accepts new responsibilities and assignments; works effectively during periods of high activity and with varying personality styles; seeks out and utilizes available resources; listens and considers other points of view, ideas, and suggestions; learns and retains new information, policies and procedures.

**Attendance:** Employee arrives on time to assigned locations and provides proper notice of absences. Employee understands importance of attendance in providing effective service to internal and external stakeholders. Employee is present, available, and productive during work hours.

**Collaboration:** Employee engages productively in shared decision-making with others, express and resolve disagreements, and work together to solve issues.

**Communication:** Employee presents and receives information accurately in all forms of communication.

**Oral Communication:** Employee gives and receives information effectively in individual and group situations; speaks in a clear and understandable manner; explains procedures, services, programs, and activities effectively; listens attentively to what others say and confirms understanding. Manner of speech and use of language are appropriate for the audience and topic of discussion.

**Written Communication:** Written information is clear, accurate, professional, and conveys the desired message effectively. Writing style is appropriate (instruct, persuade, inform) for the intent and the audience. Written information uses appropriate grammar, vocabulary, and sentence structure for the nature of the communication.

**Cooperation:** Employee proactively coordinates work activities with others impacted by their work in planning, organizing, and accomplishing tasks. Employee shares and receives input on workflows within and outside work units to improve efficiency, effectiveness, and equity of outcomes.

**Decision Making:** Employee analyzes situations effectively, anticipates events, evaluates potential courses of action, makes logical decisions, uses good judgment, takes appropriate action, and responds in a timely manner.

**DEIA: Behaviors, knowledge, and practices that contribute to diversity, equity, inclusion, and accessibility**

**Dependability/Reliability:** Employee meets work schedules and fulfills job responsibilities and commitments consistently. Employee meets established timelines and follows instructions.

**Focus:** Employee manages distractions effectively and completes tasks accurately and timely.

**Independence:** Employee works with the level of supervision appropriate for their position and assigned tasks. Employee manages priorities and time spent on activities effectively, manages concurrent projects and responsibilities; and follows up on issues timely.

**Interpersonal Skills:** Employee develops and maintains positive professional relationships with others. Employee assists and works productively with the public, other employees, and supervisors; deals effectively and functions cooperatively with others; treats others in an equitable and non-judgmental manner; and remains calm during difficult, high pressure, and contentious situations.

**Initiative:** Employee thinks and acts independently to proactively resolve issues as appropriate to their position. Employee sets short- and long-term goals and follows through. Employee originates action rather than just responding to the action of others.

**Job Knowledge:** Employee has knowledge of subject area and related policies, procedures, and technical expertise to effectively perform job. Employee proactively acquires new knowledge, skills, and abilities to enhance job performance.

**Job Skills:** Employee understands and uses applicable work methods, techniques, policies, procedures, and systems; understands their role within the organization's values, services, policies, and procedures; and continues to improve skills to enhance efficiency, effectiveness, and equity of work outcomes.

**Judgment:** Employee makes appropriate work decisions based on valid data and sound conclusions. Employee separates facts from opinions, resolves conflicting information, and bases decisions on likelihood of achieving desired outcomes.

**Listening Skills:** Employee listens closely, asks questions to confirm understanding, and considers others' point of view before responding.

**Planning and Organizing:** Employee evaluates steps necessary to complete assignments, estimates time and resource needs accurately, considers competing priorities, and develops a plan of action to complete assignments in a timely manner and according to priorities. Employee keeps supervisor and others impacted by their work advised of the status of projects and work assignments.

**Problem Solving:** Employee identifies issues timely and accurately, breaks problem into components, identifies effects on other processes, recognizes impact on other employees, develops solutions, and arrives at sound conclusions through a logical process. Employee escalates issues as appropriate within their scope of responsibility and the nature of the problem.

**Public Service:** Employee takes appropriate steps to deliver service to others so they achieve their desired outcome. Employee receives feedback professionally and uses feedback to improve service and outcomes. Employee's behavior is consistently polite, professional, and respectful of others; improves the quality and efficiency of services; demonstrates active listening and confirms understanding so needs can be anticipated and satisfied; openly communicates needs and problems; and treats others' needs with a sense of urgency as appropriate.

**Responsibility:** Employee acknowledges and accepts their scope of influence over processes and outcomes. Employee informs others timely when they make a mistake, find an error, or otherwise need to make corrections. Employee is accountable for their performance and for the overall outcomes of their work unit. Employee is solution-oriented and avoids placing blame on others.

**Safety:** Employee follows established safety practices, complies with safety regulations, corrects

unsafe work practices on the job, and notifies appropriate supervisors of safety concerns.

**Work Quantity:** Employee produces an acceptable amount of work with appropriate quality while meeting schedules and established timeframes.

**Work Quality:** Employee's work products meet established standards, including accuracy, timeliness, method(s) of completion, thoroughness, safety, regulatory and legal compliance, and desired outcomes.

## THE PERFORMANCE EVALUATION MEETING

How the performance evaluation is conducted can be as important as the information that goes into it. Careful preparation and scheduling of the performance evaluation meeting may take a little time, but the results produced are worthwhile. Consider the following in conducting a performance evaluation meeting:

1. Pre-schedule a time to meet with the employee, giving the employee sufficient notice to prepare. Describe the process you will use for the evaluation so the employee will know what to expect.
2. Request the employee's input on significant accomplishments during the evaluation period, areas to focus on for growth and development in the next evaluation period, and support they need to enhance their job performance. Provide an opportunity for employee to submit voluntary self-assessment.
3. Provide the employee a copy of their position description for review.
4. Review the employee's position description, input on significant accomplishments, feedback from others on performance, identifiable patterns in work products, and direct observations of the employee's performance.
5. Complete the evaluation form citing clear observations of actions and behaviors that support ratings. Avoid using overly general statements, assumptions about intent, and unsubstantiated information. Include guidance to achieve the next level of performance.
6. Conduct evaluations in a confidential area and eliminate potential distractions. Choose a neutral location whenever possible and appropriate; consider how the area may impact the employee.
7. Give honest and constructive work-related feedback based on observable actions and behaviors.
8. Ask open-ended questions.
9. Encourage an interactive discussion on past performance and establishment of goals and objectives.
10. Connect the employee's performance and contributions to the overall objectives and mission of the work unit, department, and District.
11. Ask the employee what you can do to assist them to be successful.
12. Discuss how you will follow-up with the employee.
13. Close the meeting by thanking the employee for participating.

## PERFORMANCE EVALUATION RATINGS

CODE	RATING	DEFINITION
NA	Not Applicable	The evaluation item is not applicable.
U	Unsatisfactory	Performance does not meet the minimum expectations for the position and/or requires significantly more supervision than appropriate to the level of the position. Immediate corrective measures are required.
N	Needs Improvement	Performance usually meets the expectations of the position, but requires more supervision than appropriate to the level of the position.
M	Meets Expectations	Performance fully meets the expectations of the position, level of independence, and quality of contributions to department outcomes.
E	Exceeds Expectations	Performance consistently exceeds the expectations of the position, level of independence, and quality of contributions to the department's outcomes and mission objectives.

**SHASTA-TEHAMA-TRINITY JOINT COMMUNITY COLLEGE DISTRICT  
Classified Employee Performance Evaluation**

<b>Evaluation Period:</b>	<b>Date From:</b>	-	<b>Date To:</b>	<b>Date of Evaluation:</b>
<b>Employee Name:</b>				
<b>Division/Department</b>				
<b>Position Title:</b>				
<b>Reason for Review</b>	<input type="checkbox"/> 1 <sup>st</sup> Probationary Period ( <i>within 90 days of initial employment</i> ) <input type="checkbox"/> 2 <sup>nd</sup> Probationary Period ( <i>before 180 days of initial employment</i> ) <input type="checkbox"/> Biennial Permanent ( <i>from last evaluation date</i> ) <input type="checkbox"/> Promotional ( <i>within 150 days after promotion</i> ) <input type="checkbox"/> Other: _____			
<b>Probationary Employees Only:</b>	<input type="checkbox"/> Recommend for permanence in position <input type="checkbox"/> Do not recommend permanence in position			

**Instructions:** Provide a rating for every indicator below. A written explanation must be provided for each rating of "Needs Improvement" or "Unsatisfactory". If need be attach additional pages.

**I. WORK SKILLS AND HABITS**

<i>Consider the scope of the duties and responsibilities during the evaluation period</i>	
<b>1. Work Quality - Typical duties are understood and performed in an acceptable manner with appropriate level of supervision</b>	<b>N/A U N M E</b>
a. Understands position and typical duties	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
b. Demonstrates knowledge of subject area and related policies, procedures, and technical expertise to effectively perform job duties	
c. Understands how duties of the position fit within the department/division's operations	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
d. Consistently uses appropriate methods and procedures to complete duties	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
e. Works with the level of supervision appropriate for their position and assigned tasks	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
f. Completes tasks accurately with rare exceptions	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
g. Employee is accountable for their performance and for the overall outcomes of their work unit or service area	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
h. Effectively supports student learning outcomes or service area outcomes (if applicable).	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<b>2. Planning and Organizing Work - Assignments are completed efficiently and effectively within specified timeframes</b>	<b>N/A U N M E</b>
a. Prioritizes activities/assignments effectively	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
b. Plans daily work tasks effectively	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
c. Manages concurrent projects and responsibilities effectively	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

d. Completes assignments to meet established timeframes within a calendar of duties	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
e. Follows up on issues timely	
f. Develops long-range plans of action to complete job assignments	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
g. Uses budget, supplies, materials, and equipment efficiently	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
h. Utilizes available resources to achieve job results	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
i. Keeps supervisor and others impacted by their work advised of the status of projects and work assignments	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

<b>3. Schedule and Work Life Balance-</b> Consider absences, ability to meet agreed upon work schedule, and understanding of emergency needs	<b>N/A U N M E</b>
a. Manages work schedule, personal needs, and workplace dynamics so job responsibilities and commitments are met consistently	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
b. Follows agreed upon work schedule	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
c. Takes scheduled breaks	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
d. Schedules and uses leave	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
e. Notifies supervisor of time off needed in advance or, when sick, as soon as possible	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
f. Responds to requests to work outside regular schedule as soon as possible	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
g. Manages attendance within overall operational needs of the division/department	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

<b>4. Judgement -</b> <del>Extent to which the employee works with appropriate supervision while accepting job accountability</del> <u>Demonstrates strong decision-making skills using valid data and sound reasoning</u>	<b>N/A U N M E</b>
a. Safely and efficiently completes duties independent of supervision or assistance	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
b. Analyzes situations effectively, anticipates events, and evaluates potential course of action	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
c. Makes logical decisions, uses good judgment based on valid data and sound conclusions, takes appropriate action, and responds in a timely manner	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
d. <del>Separates facts from opinions, resolves conflicting information, and bases decisions on likelihood of achieving desired outcomes</del> <u>Considers the unique backgrounds and values of others when assessing information and making decisions</u>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
e. Seeks out advice or assistance or escalates issues when appropriate within their scope of responsibility and nature of the problem	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
f. Employee informs others timely when they make a mistake, find an error, or otherwise need to make corrections	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
g. Employee is solution-oriented and avoids placing blame on others	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
h. Accepts responsibility and takes corrective active if duties are completed in an unsafe, inefficient, inaccurate, or untimely manner	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
i. Adheres to District policies and procedures	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

<b>5. Initiative</b> - <i>Extent to which employee seeks to improve work conditions, work flow, take on new assignments, or assume additional duties when necessary</i>	N/A U N M E
a. Understands scope of duties and provides viable input to improve effectiveness, efficiency, and equity	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
b. Develops new and improved procedures when appropriate	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
c. Acts independently to proactively identify and correct problems prior to escalation where appropriate	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
d. Adjusts to new schedules and/or changes in schedules when needed	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
e. Flexible and adaptable to changes in work procedures, tools, priorities, and conditions	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
f. Learns, retains, and incorporates new knowledge, skills, and abilities relevant to the position	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

<b>6. Adherence to Policy and Safety Procedures</b> - <i>Extent to which employee follows conduct rules and adheres to district policies and administrative procedures</i>	N/A U N M E
a. Consistently uses Board Policies and Administrative Procedures as prescribed via participatory governance	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
b. Performs work within established policies, procedures, guidelines, and safety regulations, <u>including those related to DEIA</u>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
c. Adheres to policies put in place for the safety and security of the campus community	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
d. Consistently uses appropriate discretion and confidentiality pertaining to district business	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
e. Acknowledges and accepts their scope of influence over processes and outcomes	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

<b>Section I. Overall Rating</b>
<input type="checkbox"/> Unsatisfactory <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Meets Expectations <input type="checkbox"/> Exceeds Expectations
<b>SUPPORTING OBSERVATIONS AND RECOMMENDATIONS:</b>

**II. COMMUNICATION AND INTERPERSONAL SKILLS**

<i>Consider the employee's ability to maintain positive communications and professional relations</i>	
<b>1. Interpersonal Relationships</b> - <i>Extent to which employee interacts effectively with colleagues, supervisors, and District community.</i>	N/A U N M E
a. Develops and maintains positive professional relationships by treating others professionally, honestly, equitably, and with appropriate consideration of <u>their needs diverse backgrounds, perspectives, and needs</u>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

b. Listens and considers other points of view, ideas, and suggestions <del>and asks questions to confirm understanding</del> <u>demonstrating commitment to inclusive perspectives and needs</u>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
c. <del>Accepts feedback in a positive manner</del> <u>Uses language free from stereotypes, insensitivity, or gender bias</u>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
d. Engages productively in shared decision-making with coworkers and others, expresses and resolves disagreements, and works together to solve issues	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
e. Shares and receives input on workflows within and outside work units to improve efficiency, effectiveness, and equity of outcomes	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
f. Accurately assesses and supports the needs of others	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
g. Maintains composure and remains calm during difficult, high pressure and contentious situations	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

<b>2. Customer Service Skills - Works to meet the needs of community members and stakeholders.</b>	<b>N/A U N M E</b>
a. Exhibits a positive, polite, professional, and respectful attitude toward others	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
b. Communicates with honesty, transparency, and accountability	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
c. Demonstrates active listening and confirms understanding so needs can be anticipated and acted upon effectively	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
d. Maintains composure when things are not going as expected	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
e. Consistently delivers successful outcomes for students, employees, and the public from diverse race, gender, age, disability, sexual preference, gender identity, and other communities	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
f. <del>Employee receives feedback professionally and uses feedback to improve service and outcomes</del> <u>Supports an inclusive and welcoming environment by serving and addressing the needs of a diverse student and employee population</u>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

<b>3. Communication – Successfully conveys ideas and feelings</b>	<b>N/A U N M E</b>
a. Maintains confidentiality	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
b. Communicates through technology and media professionally	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
c. Written information is clear, accurate, professional, and conveys the desired message effectively.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
d. Writing style is appropriate (instruct, persuade, inform) for the intent and the audience	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
e. Written information uses appropriate grammar, vocabulary, and sentence structure for the nature of the communication	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
f. Consistently communicates in a manner that is respectful and inclusive of diverse backgrounds and perspectives	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
g. Verbally explains procedures, services, programs, and activities effectively	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
h. Manner of speech and use of language are appropriate for the audience and topic of discussion.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

<b>Section II. Overall Rating</b>
<input type="checkbox"/> <b>Unsatisfactory</b> <input type="checkbox"/> <b>Needs Improvement</b> <input type="checkbox"/> <b>Meets Expectations</b> <input type="checkbox"/> <b>Exceeds Expectations</b>

**SUPPORTING OBSERVATIONS AND RECOMMENDATIONS:**

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**III. TECHNOLOGY AND EQUIPMENT**

*Consider the extent to which the employee utilizes technology and equipment*

<b>1. Skill in Technology and Use of Equipment - Extent to which employee utilizes technology and equipment</b>	<b>N/A</b>	<b>U</b>	<b>N</b>	<b>M</b>	<b>E</b>
a. Regularly checks District email as appropriate to position	<input type="checkbox"/>				
b. Proficient in technology systems and software used in performing job duties	<input type="checkbox"/>				
c. Adheres to District policies and procedures in the usage of technology	<input type="checkbox"/>				
d. Participates in training to develop and maintain knowledge, skills, and abilities related to position	<input type="checkbox"/>				
e. Properly cares for and maintains technology and equipment	<input type="checkbox"/>				
f. Follows safety procedures in the use of all equipment	<input type="checkbox"/>				
g. Implements new technologies and equipment to improve performance	<input type="checkbox"/>				

**Section III. Overall Rating**

**Unsatisfactory**  **Needs Improvement**  **Meets Expectations**  **Exceeds Expectations**

**SUPPORTING OBSERVATIONS AND RECOMMENDATIONS:**

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#### IV. SAFETY

*Consider the parameters of safety for the position – procedures, use of PPE, mitigating hazards, etc.*

<b>1. Safety - Extent to which employee is aware of and adheres to safety standards</b>	<b>N/A U N M E</b>
a. Ensures a hazard free environment for everyone on campus. i.e. locks doors, secures equipment, maintains a clean and orderly workspace, etc.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
b. Follows all applicable safety policies and procedures	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
c. Completes assigned safety trainings timely	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
d. Promptly reports safety hazards to supervisor and/or takes appropriate action to resolve issues	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
e. Identifies, corrects, and/or reports unsafe work practices on the job as appropriate	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
f. Uses equipment and materials within safety specifications and regulations	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

<b>Section IV. Overall Rating</b>
<input type="checkbox"/> <b>Unsatisfactory</b> <input type="checkbox"/> <b>Needs Improvement</b> <input type="checkbox"/> <b>Meets Expectations</b> <input type="checkbox"/> <b>Exceeds Expectations</b>
<b>SUPPORTING OBSERVATIONS AND RECOMMENDATIONS:</b>

**V. OVERALL COMMENTS AND RATING**

*This section's intent is to evaluate the overall performance of the employee considering Sections I. – IV. Evaluators comments should note employee's major strengths and accomplishments*

Unsatisfactory  Needs Improvement  Meets Expectations  Exceeds Expectations

**SUPPORTING OBSERVATIONS AND RECOMMENDATIONS:**

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**GOALS FOR PROFESSIONAL GROWTH:**

*Include objectives, action plans, timelines, outcomes, and support needed. Consider: what can the employee do to improve their performance including DEIA growth opportunities? How best can the district support the employee's professional growth? Consider progress towards previous goals.*

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**Are you supported by your supervisor to engage in participatory governance? Chapter meetings, board meetings, hiring committees, etc.**

--

**Have there been any gradually accreted duties outside of the position description which reflect duties of a higher classification?**

--

**EMPLOYEE COMMENTS:**

---

**Next level Supervisor Signature:**

**Date:**

---

**Evaluating Supervisor Signature:**

**Date:**

*My signature below indicates I have read this evaluation. It does not indicate that I agree with the evaluation. I understand I have the right to respond in writing within 10 working days. My comments will be attached to the evaluation form in my personnel file.*

---

**Employee's Signature:**

**Date:**

1 **ARTICLE I - RECOGNITION**

2  
3 **1.1 ACKNOWLEDGMENT**

4  
5 The Shasta-Tehama-Trinity Joint Community College District "District" hereby acknowledges that  
6 the California School Employees Association and its Shasta College #381 Chapter (together "CSEA")  
7 is the exclusive bargaining representative for all ~~bargaining unit member~~classified professionals as  
8 defined by the Government Code, Section 3540, et. seq., and as mutually agreed by the parties.  
9

10 **1.2 SCOPE**

11  
12 The scope of representation shall be limited to matters relating to wages, hours of employment,  
13 and other terms and conditions of employment. Terms and conditions of employment mean  
14 health and welfare benefits as defined by the Government Code, Section 53200, leave and transfer  
15 policies, safety conditions of employment, procedures to be used for the evaluation of ~~bargaining-~~  
16 ~~unit member~~classified professionals, and organizational security pursuant to the Government  
17 Code, Section 3546, and procedures for processing grievances pursuant to the Government Code,  
18 Sections 3548.5, 3548.6, 3548.7, and 3548.8. All matters not specifically enumerated are reserved  
19 to the public school employer and may not be a subject of meeting and negotiating, provided that  
20 nothing herein may be construed to limit the right of the public school employer to consult with  
21 any ~~bargaining unit member~~classified professionals or ~~bargaining unit member~~classified  
22 professional organization on any matter outside the scope of representation.  
23

24 **ARTICLE II – NONDISCRIMINATION**

25  
26 **2.1 NONDISCRIMINATION**

27  
28 No ~~bargaining unit member~~classified professional will be discriminated against, for employment  
29 purposes, for reasons of race or ethnicity, religion~~religious creed~~, color, national origin,  
30 immigration status, ancestry, physical disability, mental disability, medical condition, genetic  
31 information, pregnancy, marital status, sex/~~gender~~, gender identity, gender expression, age,  
32 sexual orientation, or military and veteran status, or because a person is perceived to have one or  
33 more of the foregoing characteristics, or based on association with a person or group with one or  
34 more of these actual or perceived characteristics, if otherwise qualified to perform the service.  
35

36 **ARTICLE III – CHECKOFF AND ORGANIZATIONAL SECURITY**

37  
38 **3.1 CHECKOFF**

39  
40 **3.1.1** Pursuant to Education Code Section 88167, the District will deduct the normal and regular  
41 monthly Association membership dues as voluntarily authorized in writing by the ~~bargaining unit~~  
42 ~~member~~ chapter member subject to the following conditions:  
43

44 **3.1.2** The District shall execute any new, changed, or discontinued deduction during the pay  
45 period commencing fifteen (15) days or more after the submission is received by CSEA state  
46 headquarters~~the District representative~~.

1 ~~CSEA~~~~The Association~~ agrees to submit any information needed by the Governing Board or its  
2 delegates to fulfill the provisions of this Article within ten (10) calendar days of request. The  
3 Governing Board agrees to remit monthly, within thirty (30) days following the date of deduction,  
4 all representational fees deducted from ~~unit-chapter~~ members. The ~~District Governing Board~~  
5 agrees to submit an alphabetical list of ~~bargaining unit member~~~~chapter members~~ for whom  
6 deductions have been made with the payment of representational fees withheld.

7  
8 **3.2 ASSOCIATION DUES AND AGENCY FEE**  
9

10 **3.2.1** Any active ~~bargaining unit member~~~~chapter member~~ or applicant for membership may sign  
11 and deliver to ~~CSEA~~~~the Governing Board~~ an assignment authorizing deduction of membership  
12 dues, initiation fees, and general assessments of ~~CSEA~~~~the Association~~. The authorization shall  
13 continue each year until revoked in writing by ~~CSEA~~~~the Association~~.

14  
15 The District shall provide payroll deduction service for ~~bargaining unit member~~~~classified~~  
16 ~~professionals~~ for tax sheltered annuities, credit unions, life insurance, and any other deductions  
17 provided for in the California Education Code, Sections 87040 and 88167.

18  
19 **3.2.2** Any requested changes to a ~~bargaining unit member~~~~chapter member~~'s membership status  
20 with the ~~CSEA~~~~Association~~ will be forwarded to ~~CSEA~~~~the Association~~. ~~CSEA~~~~The Association~~ shall  
21 then inform the District in writing of changes in membership for any current member or person  
22 eligible for membership. Notifications received by the District on or before the 15th of the month  
23 will be processed and implemented for that month's payroll. Notifications received after the 15th  
24 of the month will be processed and implemented on the following month's payroll. ~~CSEA~~~~The~~  
25 ~~Association~~ may request to meet and confer with the District on any changes to the deduction  
26 rates, amounts, assessments, or other obligations.

27  
28 **3.2.3** Employee requests to cancel or change authorizations for payroll deductions for employee  
29 organizations shall be directed to the employee organization rather than to the ~~District Governing~~  
30 ~~Board~~. The employee organization shall be responsible for processing such requests. The  
31 ~~District Governing Board~~ shall rely on the information provided by the employee organization to  
32 cancel or change authorizations.

33  
34 **3.3 HOLD HARMLESS**  
35

36 **3.3.1** As a condition of the effectiveness of this article, ~~CSEA~~~~the Association~~ fully indemnifies the  
37 District for dues deducted under this Article. ~~CSEA~~~~The Association~~ shall hold the District harmless  
38 and shall provide prompt, full reimbursement to the District for any fees, costs, charges, or  
39 penalties incurred in responding to or defending against any claims, disputes, or challenges which  
40 are brought against the District in connection with the administration or enforcement of any  
41 section in this article. The hold harmless and reimbursement provision shall apply to any claims  
42 made by an employee or any individual or organization on the employee's behalf for payroll  
43 deductions made by the District based on information provided by ~~CSEA~~~~the Association~~ regarding  
44 the authorization of individual employees for payroll deductions.

1 3.3.2 ~~CSEA~~The Association shall notify the District of any changes in its dues structure within  
2 thirty (30) days of notifying any chapter member.

3  
4 **ARTICLE IV – DEFINITIONS**

5  
6 4.1 Academic Year -- the period when students are normally required to be in attendance and  
7 includes all recess periods falling within that time span.

8  
9 4.2 Administrative Leave – additional leave given by the District to an employee who, at their  
10 supervisor’s request works during a campus closure.

11  
12 4.3 Administrative Transfer – a change from a classified position to another classified position  
13 in the same range, same number of months per year, and same number of assigned hours per  
14 year. For purposes of this definition, the number of months considered to be the same are 10  
15 (ten), 11 (eleven), and 12 (twelve).

16  
17 4.42 Anniversary Date -- the date of a ~~bargaining unit member~~classified professional’s initial  
18 employment in a permanent position with the District.

19  
20 4.53 Appendices -- supplementary information which shall be considered part of the contract.

21  
22 4.64 Bumping Right -- the right of a ~~bargaining unit member~~classified professional, under layoff  
23 conditions, to displace another ~~bargaining unit member~~classified professional with less seniority in  
24 the same position~~classification~~.

25  
26 4.75 Call Back Time -- time worked following the conclusion of a regularly scheduled shift  
27 when the employee is asked to return to work.

28  
29 4.86 Call In Time -- time worked when the employee is asked to report for duty on a day when  
30 the employee is scheduled to be off work.

31  
32 4.9 Chapter Member -- a classified professional who is an active dues paying member of the  
33 Classified School Employees Association Chapter #381 – Shasta College.

34  
35 ~~4.7 Class -- any group of positions substantially similar in duties, responsibilities, and authority~~  
36 ~~with the same job title, minimum qualifications, and salary range.~~

37  
38 ~~4.8 Class description -- the description of the duties, responsibilities, minimum qualifications,~~  
39 ~~and authority of positions in a class.~~

40  
41 ~~4.9 Classification -- the assignment of a position title, regular minimum number of assigned~~  
42 ~~work hours per day, work days per week, working months per year, the specific duties required to~~  
43 ~~be performed, and the salary range for the position.~~

1 4.10 Classified Professional – a classified employee who has probationary or permanent status  
2 and has been hired into a position description that is represented by CSEA and assigned as  
3 classified.

4  
5 ~~4.110~~ Controlled ~~S~~standby ~~T~~ime – paid work time during which a ~~bargaining unit-~~  
6 ~~member~~classified professional is directed to remain at or report to a District facility or assigned  
7 worksite or is directed to be available to report to a District facility within thirty (30) minutes, or  
8 their regular commute time, whichever is less, in order to respond to a potential work assignment.  
9

10 ~~4.124~~ Demotion -- assignment to a ~~position~~classification in a lower salary range without the  
11 employee’s written voluntary consent.~~in particular cases in accordance with the Collective~~  
12 ~~Bargaining Agreement, Board Policies/Administrative Procedures, and/or California Education~~  
13 ~~Code.~~

14  
15 ~~4.132~~ Fiscal ~~Y~~year ~~(also, school year)~~ -- July 1 through June 30.

16  
17 ~~4.143~~ Grievance -- any complaint alleging a violation of the provisions of this contract filed by the  
18 Association in accordance with Article XVI.

19  
20 ~~4.14~~ ~~Job description – a statement of the typical job duties, responsibilities, knowledge, skills,~~  
21 ~~abilities, minimum qualifications, and authority of a position within a classification.~~

22  
23 ~~4.15~~ Industrial ~~A~~ccident or ~~I~~llness -- an injury or illness occurring due to or in the course of  
24 employment with the District.

25  
26 ~~4.16~~ Lateral Transfer – ~~a change in department/division in the same position description in the~~  
27 ~~same range, same or lower number of hours per week, same or lower months per year. For~~  
28 ~~purposes of this definition, the number of months considered to be the same are 10 (ten), 11~~  
29 ~~(eleven), and 12 (twelve).~~

30  
31 ~~4.17~~ Paid Administrative Leave – ~~in the event of a campus closure, investigation, or Human~~  
32 ~~Resources matter, the employee remains in a paid status for all hours they were scheduled.~~

33  
34 ~~4.186~~ Personnel ~~F~~ile -- a file containing items related to job performance such as evaluations,  
35 commendations, records of disciplinary action, complaints, and any other personal matters of a  
36 confidential nature relative to work performance upon which an employment action may be  
37 taken, along with a record of any employment actions. All derogatory items placed in such file  
38 shall be labeled confidential. Additionally, any application materials, employment notices, job  
39 descriptions, leave records, salary advancement, work schedules and calendars, and any items  
40 related to initial employment or a subsequent change in employment ~~position~~classification or  
41 status.  
42

1 4.19 Position/Position Description – the assignment of a position title, number of assigned work  
2 hours per day, work days per year, working months per year, the specific duties required to be  
3 performed by a classified professional, and the salary range for the position.

4  
5 ~~4.2017~~ Probationary bargaining unit member classified professional -- a regular bargaining unit  
6 member classified professional yet to complete the prescribed probationary period or achieve  
7 permanent status ~~in the bargaining unit.~~

8  
9 ~~4.18 Promotion -- a change in the assignment of a bargaining unit member to a class with a~~  
10 ~~higher maximum salary rate.~~

11  
12 4.21 Range – any group of positions paid at the same rate.

13  
14 ~~4.2219~~ Reclassification -- the upgrading of a position to a position with a higher range classification  
15 as the result of the gradual increase in the duties being performed by the incumbent in a position.

16  
17 4.230 Reemployment -- the return to duty of a bargaining unit member classified professional  
18 from a reemployment list.

19  
20 4.24 Thirty-Nine (39) Month Reemployment List: Layoff Article 15.4.1 – a list of classified  
21 professionals eligible for non-competitive assignment to a vacant position in their former position  
22 or range, if minimum qualifications met, for a period of thirty-nine (39) months arranged in order  
23 of their right to reemployment. Employees accepting a voluntary demotion or reduction in  
24 assigned hours in lieu of layoff shall be eligible to be considered for reemployment for an  
25 additional twenty-four (24) months.

26  
27 ~~4.251~~ Thirty-Nine (39) Month Reemployment List: Leave Exhaustion Article 11.14.4 -- a list of  
28 bargaining unit member classified professionals eligible for noncompetitive assignment to a vacant  
29 position in their former position class for a period of thirty-nine (39) months arranged in order of  
30 their right to reemployment. ~~Employees accepting a voluntary demotion or reduction in assigned~~  
31 ~~time in lieu of layoff shall be eligible to be considered for reemployment for an additional twenty-~~  
32 ~~four (24) months.~~

33  
34 ~~4.22 Regular bargaining unit member -- a bargaining unit member who has probationary or~~  
35 ~~permanent status.~~

36  
37 ~~4.263~~ Regular Rate of Pay -- rates established for each range class as provided in the negotiated  
38 Classified Bargaining Unit Members' Classified Salary Schedule. The regular rate of pay shall  
39 include any shift differential required to be paid under this contract.

40  
41 4.274 Safety Conditions of Employment -- any work-related condition or hazard affecting the  
42 health and safety of the bargaining unit member classified professional and their work  
43 environment.  
44

1 ~~4.285~~ Salary ~~R~~ate -- the specific amount of money paid for a specific period of service.

2  
3 ~~4.296~~ Salary ~~S~~chedule -- the negotiated salary ranges and steps for all classes.

4  
5 ~~4.307~~ Salary ~~S~~tep -- a salary level within the assigned salary range for a position~~class~~.

6  
7 ~~4.3128~~ Seniority -- the date of hire in a position in the classified service in the District, less any  
8 periods of leaves without pay (i.e., suspension without pay as a result of disciplinary action, unpaid  
9 leave of absence for more than ninety (90) consecutive days, excluding active military leave).

10  
11 ~~4.3229~~ Short-term ~~E~~mployee -- a person employed to perform a service for the District which will  
12 not be extended or needed beyond completion of the service required. The Governing Board shall  
13 specify the service to be performed pursuant to the definition of classification in subdivision (a) of  
14 Section 88001 of the California Education code and shall specify the ending date of the service.  
15 The ending date may be shortened or extended by the Governing Board, but shall not exceed 75%  
16 of the academic year.

17  
18 ~~4.330~~ Substitute Employee -- any person employed to replace a classified employee temporarily  
19 absent from duty or used to fill a vacant classified position during the process of recruiting and  
20 hiring a permanent classified employee.

21  
22 For the purpose of training new employees, substitute employees may be defined as a person  
23 employed to temporarily perform the duties of a classified employee taking a leave of absence  
24 from duty for any reason. Substitute employees may also be used to fill a classified position which  
25 will become or has become vacant during the process of recruiting, hiring, orienting, and training a  
26 permanent classified employee to maintain continuity of operations during the transition.

27  
28 ~~4.341~~ Suspension of District Operations -- the temporary discontinuance of district operations as  
29 declared by the District president or designee. The district determines that the public health,  
30 property or safety is jeopardized and it is advisable due to emergency condition to suspend the  
31 operation of any District campuses. The suspension shall apply to an entire District campus  
32 affected by the suspension and not any portion thereof.

33  
34 ~~4.35~~ Voluntary Transfer – a change in position to a lower range or reduction in hours and/or  
35 months per year.

36  
37 ~~4.362~~ Working ~~H~~ours -- all hours during which an employee is required or permitted to perform  
38 work or at any other time the employee is under the employer’s direction or required to be  
39 working in a paid status.

40  
41 ~~4.37~~ Work Site – the classified professional’s normal work location as assigned by the District in  
42 the employee’s current position.

1           **ARTICLE V – BARGAINING UNIT MEMBERCLASSIFIED PROFESSIONAL FILES/EVALUATION**

2  
3           **5.1     LOCATION**

4  
5           **5.1.1** Official Personnel files for each bargaining unit memberclassified professional shall be  
6 maintained in the District’s Human Resources Office or by Human Resources staff in a secure  
7 electronic format.

8  
9           **5.1.2** No other official Personnel files shall be kept in any other campus office and no official  
10 personnel action of any kind impacting a bargaining unit memberclassified professional shall be  
11 taken based on information which is not officially entered into the Personnel file.

12  
13           **5.2     ACCESS**

14  
15 Access to the Personnel file of any bargaining unit memberclassified professional shall be limited  
16 to the bargaining unit memberclassified professional, their supervising administrator, the District  
17 Superintendent/President, any District Vice President or Associate Vice President, appropriate  
18 confidential staff, a member of the Human Resources office with assigned duties requiring access,  
19 and any person with written, verified authorization from the bargaining unit memberclassified  
20 professional. The District is not obligated to disclose to the bargaining unit memberclassified  
21 professional any recommendations or references for employment which have been received or  
22 provided in confidence. The bargaining unit memberclassified professional shall have the right to  
23 examine and obtain copies of material from the Personnel file in accordance with California  
24 Education Code Section 87031.

25  
26           **5.3     MATERIALS PLACED IN FILES**

27  
28           **5.3.1** The bargaining unit memberclassified professional and appropriate administrator shall  
29 acknowledge by signing and dating any documents containing derogatory information before they  
30 are entered into the bargaining unit memberclassified professional's Personnel file.

31  
32           **5.3.2** A bargaining unit memberclassified professional shall have the right to respond to any  
33 documented recognitioncommendations or derogatory information entered into the Personnel file  
34 within five (5) working days. Bargaining unit memberClassified professionals may use up to five (5)  
35 hours to prepare their response during normal working hours. For the purposes of this article,  
36 working days are defined as days the bargaining unit memberclassified professional is present and  
37 working as assigned by the District. If a bargaining unit memberclassified professional is absent  
38 from work without approval, the District shall have the right to enter the information immediately.  
39 Upon the bargaining unit memberclassified professional's return to work, they shall have five (5)  
40 working days to respond to the information. If the District decides not to place or remove the  
41 information in the Personnel file after receiving the bargaining unit memberclassified  
42 professional's response, the District shall notify the bargaining unit memberclassified professional  
43 in writing within ten (10) business days.

1 5.3.3 A ~~bargaining unit member~~classified professional may submit a request to remove  
2 derogatory material in their Personnel file after two (2) years of its original placement in the file to  
3 the appropriate Vice President or Associate Vice President. If the removal is denied, the ~~bargaining~~  
4 ~~unit member~~classified professional may appeal the decision in writing within ten (10) working days  
5 to the District Superintendent/President whose decision shall be final. The District  
6 Superintendent/President may request to meet with the ~~bargaining unit member~~classified  
7 professional who may request an Association representative. The District Superintendent/  
8 President shall render a final decision in writing within ten (10) business days following the appeal.  
9

## 10 5.4 EVALUATION

11  
12 The primary objectives of the classified employee evaluation are to document key outcomes from  
13 the evaluation period to identify successful and unsuccessful performance, mutually develop  
14 performance goals and desired outcomes for the next evaluation period, identify areas for career  
15 growth and professional development, and create a plan to address areas needing improvement.  
16 The employee may choose to complete a voluntary self-assessment as part of the evaluation  
17 process. The assessment shall only be placed in the employee's personnel file as part of the  
18 evaluation when requested by the employee.  
19

20 5.4.1 There shall be at least two (2) evaluations for probationary ~~bargaining unit-~~  
21 ~~member~~classified professionals. The first evaluation shall take place within the first 90 days after  
22 initial employment. The second evaluation shall take place after the 90<sup>th</sup> day after initial  
23 employment and before the 180<sup>th</sup> day after initial employment. ~~Bargaining unit member~~Classified  
24 professionals with a permanent change in position shall receive an evaluation within the first 90  
25 calendar days after initial employment in their new position. ~~Bargaining unit member~~Classified  
26 professionals have the right to respond to any part of their evaluation through the evaluation  
27 process or through the process outlined in section 5.3.  
28

29 If either evaluation results in a recommendation to dismiss the ~~bargaining unit member~~classified  
30 professional, they shall be given written notice by the District Superintendent/President or  
31 designee prior to recommendation for dismissal to the Governing Board. Should the Governing  
32 Board accept the recommendation for dismissal by the Superintendent/President or designee,  
33 written notice of dismissal shall be provided to the ~~bargaining unit member~~classified professional.  
34 Probationary ~~bargaining unit member~~classified professionals can be dismissed at any time without  
35 the right to a hearing.  
36

37 ~~Classified professionals~~Unit members holding permanence in a former position~~another~~  
38 ~~classification~~ and failing probation ~~following a promotion to any~~ in their new position shall return  
39 to their former position~~classification~~, unless the position previously held has been eliminated or  
40 not filled. The person returning to a former position~~classification~~ shall have displacement rights in  
41 accordance with Article XV.  
42

1 A copy of the District Superintendent/President's or designee's recommendation for dismissal  
2 during probation shall be sent to the chapter president of the California School Employees'  
3 Association, Chapter 381.

4  
5 5.4.2 A written evaluation (see Appendix A) of each permanent bargaining unit member classified  
6 professional shall be provided by the supervising administrator to the employee by May 15<sup>th</sup> of  
7 each year in which an evaluation is required under this article. Unit members with a "meets  
8 expectations" or better rating within the position classification shall be evaluated once every two  
9 (2) years at the discretion of the supervising administrator. Bargaining unit member Classified  
10 professionals with an overall rating of "needs improvement" or "unsatisfactory" must be  
11 evaluated during the following academic year.

12  
13 A bargaining unit member classified professional receiving an official disciplinary action must be  
14 evaluated during the academic year in which the disciplinary action was taken and during the  
15 following academic year. If the disciplinary action takes place within 90 days of the end of the  
16 academic year, the first evaluation shall occur within the first 150 days of the following academic  
17 year.

18 Bargaining unit member Classified professionals may be evaluated more frequently as determined  
19 by the supervising administrator with approval from the Associate Vice President of Human  
20 Resources.

21 Evaluations of bargaining unit member classified professionals shall be placed in their Personnel  
22 file only after the supervising administrator has held an evaluation conference with the bargaining  
23 unit member classified professional. The bargaining unit member classified professional must  
24 attend the evaluation conference. The bargaining unit member classified professional may request  
25 representation by CSEA the Association during the conference. The CSEA Association  
26 representative(s) will have the responsibility of notetaking and shall have the ability of caucus with  
27 the employee unit member.

28  
29 Evaluations shall be made based on direct observation and knowledge of the evaluator and  
30 verified information provided by sources with direct knowledge of the bargaining unit  
31 member classified professional's conduct and performance. The verified information shall be  
32 documented in writing by the supervisor. When a bargaining unit member classified professional  
33 disputes a rating influenced by the documented information, they may request the Associate Vice  
34 President of Human Resources review the documented information and make a final  
35 determination if the information may be used in the evaluation. Any negative observation  
36 included in the evaluation shall be communicated to the bargaining unit member classified  
37 professional and include specific recommendations for improvements necessary to achieve  
38 satisfactory performance.

39  
40 The bargaining unit member classified professional shall have the right to review and respond  
41 verbally and/or in writing to any derogatory evaluation in accordance with Section 5.3 above and  
42 shall sign the evaluation form. The bargaining unit member classified professional is to receive a  
43 signed copy of his/her evaluation immediately following the formal evaluation conference.

1  
2 **ARTICLE VI - ORGANIZATIONAL RIGHTS**  
3

4 **6.1 ASSOCIATION RIGHTS**  
5

6 **6.1.1** The Association shall have access to all relevant District data relating to contract provisions.  
7 Selected data shall be made available upon request.  
8

9 **6.1.2** The Association shall notify the District, in writing, of the name of each designated union  
10 steward~~job representative~~.  
11

12 **6.2 RELEASE TIME**  
13

14 **6.2.1** Authorized unit members of the CSEA negotiating team shall be released from their duties  
15 with no loss in compensation when negotiati~~on~~g preparation sessions are scheduled during the  
16 hours that a team member is scheduled to work. The number of unit members on the CSEA  
17 negotiation team will be equal to, or upon mutual agreement, more than the number of members on  
18 the District negotiations team. There shall be no other compensation of any kind paid team  
19 members other than compensation for regular, scheduled work duties missed during scheduled  
20 meetings by and between the parties.  
21

22 The entire CSEA negotiations team is provided a total allowance of 10 (ten) hours for the purpose  
23 of preparing the current CSEA contract proposal.  
24

25 The number of chapter members on the CSEA negotiation team will be equal to, or upon mutual  
26 agreement, more than the number of members on the District negotiations team, excluding the  
27 notetaker. There shall be no other compensation of any kind paid team members other than  
28 compensation for regular, scheduled work duties missed during scheduled meetings by and  
29 between the parties.  
30

31 **6.3 GRIEVANCE PROCESSING**  
32

33 Any complaint by a grievant that the grievant has been adversely affected by an alleged violation of  
34 a specific provision of this Agreement. "Grievance" as defined in Article 16.2~~this Agreement~~ shall  
35 be brought only through this Grievance Procedure.  
36

37 **6.3.1** CSEA shall furnish annually, and update as required, a list of all officials and  
38 representatives authorized to act on CSEA's behalf. The list shall show name, title, work sitestation  
39 and ~~nearest campus phone~~ contact information.  
40

41 **6.3.2** An authorized CSEA official or union steward~~representative~~ appearing on a current  
42 furnished list shall be released from their regular work duties, with pay, for grievance investigations  
43 and when grievance resolution meetings are held with the employee and District~~are scheduled with~~  
44 ~~management during the regular working hours of the official or representative.~~  
45

1 The CSEA official or union steward shall be released up to 2 hours per grievance to meet with the  
2 employee and to prepare to meet with the District with no loss in compensation.

3  
4 **6.4 DISTRICT COMMITTEES**

5  
6 ~~Upon request, members~~ Classified professionals may serve on a variety of District committees with  
7 supervisor approval. Participatory committee members will be appointed by the Chapter President.  
8 The employee must confirm they have supervisor approval.

9  
10 Classified professionals may sit on faculty and classified hiring committees with supervisor  
11 approval. For administrator hiring committees classified professionals may participate with  
12 supervisor and chapter president approval. Participating on a ~~D~~istrict committee shall not require  
13 the member to utilize accrued leave.

14  
15 **6.5 CSEA PRESIDENT**

16  
17 The CSEA chapter President shall be permitted one and a half (1.5) hour per week to handle chapter  
18 business. This time can be cumulative but no more than three (3) hours can be taken at a time,  
19 provided that this time is taken at a time that least interferes with performing their job duties, after  
20 receiving permission of their direct supervisor. Additional use of time beyond the scope of this article  
21 shall be ~~at the permission of~~ through mutual agreement with the District's Associate VP of Human  
22 Resources and the supervisor.

23  
24 **ARTICLE VII – HOURS AND OVERTIME**

25  
26 **7.1 WORK YEAR, WORKWEEK, WORKDAY, AND ALTERNATIVE WORK SCHEDULES**

27  
28 **7.1.1 WORK YEAR**

29  
30 The work year of all ~~bargaining unit member~~ classified professionals shall begin on July 1 and end  
31 the following June 30, unless otherwise stipulated in this contract.

32  
33 **7.1.2 WORKWEEK**

34  
35 **Definitions:**

36  
37 Alternative Work Schedules -- any combination of worked hours and workdays that equal eighty  
38 (80) hours in two weeks.

39  
40 Normal Workday -- the normal workday shall be eight (8) hours for full-time classified  
41 professionals.

42  
43 Normal Workweek -- the normal workweek for full-time classified professionals shall be five (5)  
44 consecutive eight (8) hour days in a seven (7) day period. The workweek consists of the workday,  
45 and starting/ending times. The normal workweek shall be forty (40) hours.

1 Work Schedule -- approved starting and ending work times for the fiscal year, documented and  
2 submitted to Human Resources.

3  
4 ~~The normal workweek for full-time bargaining unit members shall be five (5) consecutive eight (8)-~~  
5 ~~hour days in a seven (7) day period. The workweek consists of the workday, and starting/ending~~  
6 ~~times.~~ The work schedule may be extended when necessary to carry on the business of the District,  
7 as authorized by the District Superintendent/President or ~~the~~his designated representative. ~~The~~  
8 ~~normal workday shall be eight (8) hours and the normal workweek shall be forty (40) hours.~~

9  
10 Alternative work schedules are available to full-time ~~bargaining unit member~~classified  
11 professionals throughout the work year, with prior recommendation of the immediate  
12 supervisor/manager and approval by the appropriate Assistant Superintendent/Vice President and  
13 the Associate Vice President of Human Resources:

- 14 • Four (4) ten (10) hour days
- 15 • Four (4) nine (9) hour days and one four (4) hour day
- 16 • 9/80 schedule which is eight (8) nine (9) hour days and one (1) eight (8) hour day with one  
17 day off in a biweekly period
- 18 • Other variations resulting in 40 hours worked in one week with no days exceeding ten (10)  
19 work hours or 80 hours worked in two weeks with no days exceeding ten (10) work hours

20  
21 Prior to a change of work schedule made per article 7.3, the employee shall be given an  
22 opportunity to express any concerns to their supervisor and appropriate Vice President in writing.  
23 The supervisor and/or appropriate Vice President may meet with the employee to discuss the  
24 concerns and revise the schedule. When the supervisor and/or appropriate Vice President  
25 determines the schedule will be imposed as recommended, the employee(s) with continued  
26 concerns shall have the opportunity to meet with a CSEA representative (if requested), Associate  
27 Vice President of Human Resources, and appropriate Vice President to negotiate the impacts. The  
28 results of this meeting shall be communicated to the supervisor by Human Resources, at which  
29 point the supervisor shall communicate the final schedule.

30  
31 During a week with one or more holidays, an employee on an alternative work schedule will only  
32 receive eight (8) hours of holiday pay for each holiday and will need to adjust their schedule and  
33 hours accordingly with approval from their immediate supervisor. The employee may use  
34 compensatory leave, vacation leave, and/or personal business leave to fulfill their required hours.  
35 Alternatively, the employee may revert to a five (5) day, eight (8) hour schedule for the week or  
36 biweekly period as appropriate for their schedule. This adjustment will not be considered a  
37 permanent change in schedule and is not a schedule change as defined in Article 7.3.

## 38 39 7.2 ADJUSTMENT OF ASSIGNED TIME

40  
41 Part-time ~~bargaining unit member~~classified professionals may be required to work up to thirty (30)  
42 minutes in excess of their regular work day for any number of work days. ~~Bargaining unit-~~  
43 ~~member~~Classified professionals may be required to work thirty (30) minutes or more in excess of  
44 their regular work ~~schedule~~assignment for more than ten (10) consecutive days only with written  
45 authorization by the appropriate Vice President or District Superintendent/President. When the

1 assigned increase in hours continues for twenty (20) consecutive working days, the employee's  
2 regular work scheduleassignment shall be permanently increased to include the additional hours.  
3 The bargaining unit memberclassified professional may mutually agree to continue the increased  
4 assignment of hours beyond twenty (20) days without a permanent work assignment change. If  
5 any part-time bargaining unit memberclassified professional is required to work additional time  
6 beyond their regular work scheduleassignment for 120 days or more in one (1) academic year,  
7 their work assignment shall be permanently increased to include the average additional time  
8 worked during the academic year.

9  
10 7.3 BARGAINING UNIT MEMBERCLASSIFIED PROFESSIONAL WORK SCHEDULE & DATA  
11 INFORMATION SHEET

12  
13 On or before July 1 of each contract year, each bargaining unit memberclassified professional shall  
14 be given a written work schedule for the fiscalschool year beginning July 1. The work schedule  
15 shall be fixed by the employee's immediate supervisor and approved by the Associate Vice  
16 President of Human Resources or their designee. The official work week for calculating overtime  
17 shall commence at 12:00 AM Sunday. Notwithstanding any other provision of this agreement, the  
18 District may, upon 30 (thirty) days written notice, change the work schedule of a unit member.  
19 Such a change may be made four (4) times per year, once per term (fall and spring), once between  
20 the fall and spring terms, and once between the spring and summer terms each fiscal year. The  
21 work schedule of a unit member may be changed at any time by written mutual agreement  
22 between the District and the unit member. A change in work schedule under this article shall not  
23 be grievable under Article XVI.

24  
25 The classified professional'sunit member's supervisor shall provide a copy of the approved work  
26 schedule to the employeeunit member and the original shall be filed with the Human Resources  
27 Office prior to July 1 and within seven (7) business days of any approved change. In addition, on or  
28 before July 1, all bargaining unit memberclassified professionals shall be given a copy of their  
29 employee data form. A copy of the employee data form shall also be filed with the Human  
30 Resources Office.

31  
32 7.3.1 INCREASED HOURS IN WORK SCHEDULE – PART-TIME

33  
34 If there is a need to increase the hours for a part-time position the extra hour(s) shall be offered to  
35 the part-time bargaining unit memberclassified professional normally performing the work and  
36 the position shall not be treated as a vacancy for the purposes of recruitment. If declined by the  
37 bargaining unit memberclassified professional normally performing the work, the additional hours  
38 shall be 1) rescinded or, 2) assigned, by seniority, to a bargaining unit memberclassified  
39 professional within the same positionclassification, in the same work sitephysical location, and  
40 reporting to the same supervisor. If no current employee accepts the additional work hours, the  
41 District may post the position for recruitment as a vacancy under Article 13 of this agreement.

42  
43 7.3.2 WORKING OUT OF CLASSIFICATION  
44

1 ~~Bargaining unit member~~Classified professionals may be required to work ~~out of classification in a~~  
2 ~~higher range in another bargaining unit~~ position related to their normal assignment for up to five  
3 (5) working days in any fifteen (15) calendar day period. The ~~bargaining unit member~~classified  
4 professional shall receive wages equal to the higher ~~range position classification~~ for all hours  
5 worked in that ~~position~~classification. The ~~bargaining unit member~~classified professional shall be  
6 paid at the step resulting in at least a five percent (5%) increase over their current base salary or  
7 placed at the maximum step available in the salary range if a 5% increase is not possible.

8  
9 Pay for working out of ~~range~~class shall only be for actual hours worked performing duties out~~side~~  
10 ~~of the classified professional's unit member's~~ permanent ~~position~~classification. ~~Working out of~~  
11 ~~range must be performed in full-day increments.~~ Pay for leaves, holidays, and other non-work  
12 time shall be at the ~~bargaining unit member~~classified professional's permanent classification and  
13 salary schedule placement.

14  
15 ~~Bargaining unit member~~Classified professionals reassigned to a different position within the same  
16 or a lower range shall be maintained at their current step.

17 ~~Bargaining unit member~~Classified professionals may be required to work ~~in a higher range~~  
18 ~~position~~~~out of classification~~ for more than five (5) working days in any fifteen (15) calendar day  
19 period only with mutual agreement between the ~~bargaining unit member~~classified professional  
20 and the supervisor and with approval of the appropriate Vice President.

## 21 22 23 24 7.4 LUNCH PERIODS

### 25 Definitions:

26  
27  
28 Interrupted Lunch Break -- a thirty (30) minute or one (1) hour paid lunch break that can be  
29 interrupted based on District needs.

30  
31 Uninterrupted Lunch Break --a thirty (30) minute or one (1) hour unpaid lunch break that cannot  
32 be interrupted by the District.

33  
34 7.4.1 All full-time ~~bargaining unit member~~classified professionals shall be entitled to a one-hour  
35 (1) uninterrupted lunch break during the first six hours of their scheduled shift. If mutually  
36 agreeable to the ~~bargaining unit member~~classified professional and the immediate supervisor, the  
37 ~~bargaining unit member~~classified professional may elect to have an uninterrupted lunch break of  
38 at least 30 minutes, but less than one (1) hour. Part-time ~~bargaining unit member~~classified  
39 professionals may have their lunch breaks prorated if determined necessary for business needs by  
40 their supervisor.

41  
42 A paid thirty (30) minute lunch period may be approved by the appropriate Vice President and  
43 Associate Vice President of Human Resources if it meets the following criteria and shall be noted  
44 on their classified work schedule and submitted to Human Resources:

- 1
- 2 1. Duties requiring immediate response time utilizing the individual's specialized skills and
- 3 expertise.
- 4
- 5 2. Duties involving a response to immediate emergency type of activities endangering the life
- 6 and welfare of students, staff, and the general public.
- 7

8 7.4.2 Food service ~~bargaining unit member~~classified professionals shall be entitled to an

9 uninterrupted one-half (1/2) hour lunch break with the meal provided by the District.

## 10

### 11 7.5 REST PERIODS

12

13 Full-time ~~bargaining unit member~~classified professionals are entitled to two (2) rest periods of at

14 least fifteen (15) minutes during the work day to be designated by the supervisor. A rest period

15 may only be shorter than fifteen (15) minutes with mutual agreement of the ~~bargaining unit-~~

16 ~~member~~classified professional. Rest periods must be scheduled after the first hour of the work day

17 and before the final hour of the work day.

- 18
- 19 1. Employees working a ten (10) hour work day are entitled to forty (40) minutes of rest time
- 20 during the work day.
- 21 2. Employees working at least nine (9) hours and fewer than ten (10) hours in the work day
- 22 are entitled to thirty-five (35) minutes of rest time during the work day.
- 23 3. Employees working at least eight (8) hours and fewer than nine (9) hours in the work day
- 24 are entitled to thirty (30) minutes of rest time during the work day.
- 25 4. Part-time ~~bargaining unit member~~classified professionals and full-time unit members
- 26 working fewer than eight (8) hours in a work day shall have their breaks prorated and may
- 27 be designated to have one or two breaks by their supervisor.
- 28

29 Rest periods cannot be used to make up lost time; ~~bargaining unit member~~classified professionals

30 must take their allotted rest periods for the purpose of being refreshed for improved work. A

31 ~~bargaining unit member~~classified professional cannot skip a rest period and use that time for

32 another purpose.

### 33

### 34

### 35 7.6 OVERTIME / COMPENSATORY TIME

### 36

37 Except as otherwise provided herein, all overtime and compensatory time (comp time) hours as

38 defined in this section shall be compensated at a rate of pay equal to time and one-half (1½) the

39 regular rate of pay of the ~~bargaining unit member~~classified professional for all work. No

40 adjustment shall be made to a regular shift assignment to account for the extra hours worked.

41 Except in an emergency, overtime shall be approved by the unit member's immediate supervisor

42 or designee prior to the employee performing work outside their approved schedule. Hours in a

43 non-paid, non-working status shall not count towards the employee's working hours for overtime

1 purposes. Hours in a paid non-working status (e.g. vacation, sick, or compensatory leave) shall  
2 count towards the employee's working hours for overtime purposes.

3  
4 Classified professionals may elect to have their overtime compensated as compensatory time off  
5 (CTO) if they have a total of ten (10) days or less available vacation leave. If the classified  
6 professional has greater than ten (10) days of vacation leave available, they may request to their  
7 supervisor that their overtime be compensated as CTO. Any CTO accrued must be taken within  
8 the fiscal year that it was earned.

9  
10 Classified professionals accepting or placed in a permanent position in a higher range shall keep  
11 their accumulated compensatory leave hours up to the amount necessary for at least ten (10) days  
12 of leave. Any accumulated compensatory hours in excess of the number of hours equivalent to ten  
13 (10) days will be paid out at the unit member's base salary rate in their prior position. The  
14 Superintendent/President may grant an exception to this provision when requested by the  
15 bargaining unit member or as determined to be in the best interests of the District.

16  
17 FULL-TIME CLASSIFIED PROFESSIONALS~~BARGAINING UNIT MEMBERS~~

- 18  
19 • For employees working a normal work schedule of five (5) consecutive eight (8) hour days,  
20 overtime or compensatory time-off shall be granted at the rate of one and one-half (1½)  
21 times the regular rate for each quarter hour of time spent working in excess of eight (8)  
22 hours in any one (1) day or forty (40) hours in any one (1) week.  
23 • For employees working an alternative schedule of four (4) ten (10) hour days overtime or  
24 compensatory time-off shall be granted at a rate of one and one-half (1½) times the regular  
25 rate for each quarter hour of time spent working in excess of ten (10) hours in any one (1)  
26 day or forty (40) hours in any one (1) week.  
27  
28 • For employees working an alternative schedule of four (4) days of more than eight (8)  
29 hours per day and fewer than ten (10) hours for any part of a weekly schedule with a day of  
30 fewer than eight (8) hours worked overtime or compensatory time-off shall be granted at a  
31 rate of one and one-half (1½) times the regular rate for each quarter hour of time spent  
32 working in excess of the scheduled hours on any given day or forty (40) hours in any one (1)  
33 week.  
34  
35 • For employees working an alternative biweekly schedule of more than eight (8) hours per  
36 day and fewer than ten (10) hours for any part of the biweekly period overtime or  
37 compensatory time-off shall be granted at a rate of one and one-half (1½) times the regular  
38 rate for each quarter hour of time spent working in excess of the regularly scheduled hours  
39 on any day of work performed or eighty (80) hours in any biweekly period.  
40

41 PART-TIME CLASSIFIED ~~BARGAINING UNIT MEMBER~~ PROFESSIONALS

- 42  
43 • The work week for part-time ~~bargaining unit member~~ classified professionals whose  
44 average work day is four (4) hours or more shall consist of five (5) consecutive days with

1 overtime paid or compensatory time-off granted at the rate of one and one-half (1 ½)  
2 times the regular rate for hours worked on the sixth (6th) and seventh (7th) days of the  
3 workweek.

- 4
- 5 • A part-time ~~bargaining unit member~~classified professional working fewer than four (4)  
6 hours per day on average during a work week shall, for any work required to be performed  
7 on the seventh (7th) day following the commencement of his/her work week, be granted  
8 overtime pay or compensatory time-off at a rate equal to one and one-half (1 ½) times the  
9 regular rate of pay of the ~~bargaining unit member~~classified professional designated and  
10 authorized to perform the work.
- 11
- 12 • Part-time ~~bargaining unit member~~classified professionals working more than eight (8)  
13 hours in any one (1) day shall be granted overtime pay or compensatory time-off at a rate  
14 equal to one and one-half (1½) the regular rate of pay.
- 15

16 7.6.1 ~~Bargaining unit member~~Classified professionals required to work on any holiday, as  
17 specified in Article 10.5 of this contract, shall be compensated or elect to accrue given  
18 compensatory time for such work in addition to the regular pay received for the holiday, at the  
19 rate of time and one-half (1½) their regular rate of pay.

20

21 7.6.2 For purposes of this section, only overtime and compensatory time recorded and verified  
22 on the ~~bargaining unit member~~classified professional's timecard shall be considered. No informal  
23 system of compensatory time is acceptable.

24

25 7.6.3 ~~Bargaining unit member~~Classified professionals accepting or placed in a permanent  
26 position in a classification with a higher salary range shall keep their accumulated compensatory  
27 leave hours up to the amount necessary for at least ten (10) days of leave. Any accumulated  
28 compensatory hours in excess of the number of hours equivalent to ten (10) days will be paid out  
29 at the unit member's base salary rate in their prior position. The Superintendent/President may  
30 grant an exception to this provision when requested by the ~~bargaining unit member~~classified  
31 professional or as determined to be in the best interests of the District.

## 32

### 33 7.7 OVERTIME - DISTRIBUTION BY SENIORITY

34

35 When overtime is needed, the assignment shall be granted to the ~~bargaining unit-~~  
36 ~~member~~classified professional(s) normally performing the work within the department in order of  
37 seniority by position. If no ~~bargaining unit member~~classified professional normally performing the  
38 work within the department accepts the assignment, any other ~~bargaining unit member~~classified  
39 professional meeting the minimum qualifications for the work to be performed may be offered the  
40 assignment.

41 If all ~~bargaining unit member~~classified professionals offered the overtime assignment refuse, the  
42 supervising administrator may select any minimally qualified ~~bargaining unit member~~classified  
43 professional under their supervision and require they accept the assignment.

1 Each subsequent overtime assignment in the work unit shall be offered to the employee next in  
2 seniority by position until each employee has been offered the first opportunity at an overtime  
3 assignment. The process shall then repeat with the most senior employee. The order of offering  
4 overtime assignments must be followed as stated in this clause and no special arrangements for an  
5 exchange of overtime assignments shall be made among the bargaining unit member classified  
6 professionals or with the supervisor.

7  
8 If the supervising administrator determines any bargaining unit member classified professional is  
9 unfit to perform an overtime assignment due to fatigue or any other physical or mental condition,  
10 regardless of seniority by position, they may offer the assignment to the next eligible unit member  
11 based on seniority.

## 12 13 7.8 SHIFT DIFFERENTIAL - COMPENSATION

14  
15 A bargaining unit member classified professional whose regularly scheduled work shifts as  
16 submitted to Human Resources begins:

17  
18 7.8.1 Before 6:00 a.m. or At 12 noon or later, but before 3:30 p.m., an extra three and one-  
19 half percent  
20 (3½ %).

21  
22 ~~7.8.2 At 3:30 p.m. or later, but before 9:00 p.m., an extra three percent (3%).~~

23  
24 ~~7.8.23 At 9:00 p.m. or later, but before 6:00 a.m., an extra five and one-half percent~~  
25 ~~(5½ %).~~

26  
27 ~~7.8.34 Bargaining unit member Classified professional~~s receiving a shift differential premium on  
28 the basis of their shift shall suffer no reduction of pay, including differential, when assigned to a  
29 day shift for twenty (20) or fewer days.

30  
31 ~~7.8.45 Any bargaining unit member classified professional~~ whose workweek includes Saturday  
32 and/or Sunday shall be compensated either at the rate of five and one-half percent (5½ %) or the  
33 shift differential compensation, whichever is greater, for the Saturday and/or Sunday worked.

34  
35 ~~7.8.5 If an employee is asked by the supervisor to adjust their schedule to arrive at 12 noon or~~  
36 ~~later or arrive prior to 6:00 a.m., for more than 10 days within a month, their schedule which~~  
37 ~~includes the shift differential will be updated by the supervisor and filed with Human Resources.~~  
38 ~~This temporary schedule change will not affect the total number of changes allowable per article~~  
39 ~~7.3.~~

## 40 41 7.9 MINIMUM CALL IN TIME

1 Any ~~bargaining unit member~~classified professional called in to work on a day when the ~~bargaining-~~  
2 ~~unit member~~classified professional is not scheduled to work shall receive a minimum of two (2)  
3 hours pay at the appropriate rate of pay under this contract.

#### 4 5 7.10 RIGHT OF REFUSAL

6  
7 Except as provided in Section 7.6 through 7.7, any ~~bargaining unit member~~classified professional  
8 shall have the right to refuse any request for overtime, call back, or call in time except:

- 9 • if the overtime is job or trade specific and requires a minimum level of experience,  
10 certifications, and licensing requirements;
- 11 • -in the case of an emergency declared by a government authority, or  
12 • If the supervising administrator assigns the overtime when there are no volunteers  
13 as provided in Section 7.6 through 7.7.

#### 14 15 7.11 CALL BACK TIME

16  
17 Any ~~bargaining unit member~~classified professional called back to work after completion of his/her  
18 regular assignment shall be compensated for at least two (2) hours of work at the appropriate rate  
19 of pay under this contract.

#### 20 21 7.12 CONTROLLED STANDBY TIME

22  
23 ~~Bargaining unit member~~Classified professional~~s~~ shall be compensated for standby time when they  
24 are directed and engaged to wait for a work assignment, whether or not they are subsequently  
25 required to complete a work assignment, in accordance with the pay provisions in this Article.  
26 Assignment of "Controlled Standby Time (CST) shall follow the procedures for assigning overtime  
27 as stated in section 7.7 above. ~~Bargaining unit member~~Classified professional~~s~~ directed and  
28 engaged in CST shall be paid their regular wages whether they are engaged to wait or actually  
29 perform duties directed and required during that CST. CST is voluntary and shall be offered to the  
30 identified classification necessary to complete the CST duties if directed. CST shall be offered  
31 based on seniority, scope of CST, and meeting minimum qualifications on a rotational basis as  
32 practicable as possible. Should no one volunteer, the procedure for assignment of overtime in  
33 section 7.7 shall be followed to assign the CST. The conditions for CST are:

34  
35 The ~~bargaining unit member~~classified professional is directed to remain at or report to a District  
36 facility or assigned worksite; or,

37  
38 The ~~bargaining unit member~~classified professional is directed to be available to report to a District  
39 facility within thirty (30) minutes, or their regular commute time, whichever is less, if given a work  
40 assignment.

41  
42 ~~Bargaining unit member~~Classified professional~~s~~ requested to respond to phone calls, text  
43 messages, emails, or other forms of communication from a District administrator while off duty  
44 shall only receive compensation for actual time spent listed in 7.11 while engaged in work

1 communications and are not eligible for CST. ~~Classified professionals~~Unit members who do not  
2 volunteer for CST, but merely receive a work related communication from ~~at the~~ District  
3 administrator, shall be paid their regular wages for the actual time spent responding to such a  
4 communication. Any response in this circumstance shall be at the discretion of the ~~employee~~unit-  
5 ~~member~~ who is not in CST status.

6 ~~Bargaining unit member~~Classified professionals notified of a potential work assignment from a  
7 District administrator during off duty time, but not engaged to wait for a work assignment as  
8 described in items 1) or 2) above, are not eligible for CST.

9  
10 ~~CST cannot be assumed or inferred. It is a bargaining unit member's responsibility to confirm they~~  
11 ~~are being directed to engage in CST that is accordance with 1) or 2) above.~~ Only a District  
12 administrator with authority over a ~~bargaining unit member~~classified professional's work can  
13 assign approved CST and provide notification through agreed upon form of communication to the  
14 employee of their status.

### 15 16 7.13 VOTING TIME OFF

17  
18 If a ~~bargaining unit member~~classified professional's work schedule does not allow sufficient time  
19 to vote in any federal, state, or local election in which the ~~bargaining unit member~~classified  
20 professional is entitled to vote, the ~~employee and manager~~ District shall mutually agree on release  
21 time to allow the employee to vote sufficient time for voting without incurring a loss of pay.

### 22 23 7.14 SUSPENSION OF DISTRICT OPERATIONS

24  
25 7.14.1 In the event of a Suspension of District Operations at one or more facilities due to  
26 weather, emergency, fire, power outage, or any other event outside the District's control,  
27 ~~bargaining unit member~~classified professionals regularly scheduled to work at the impacted  
28 facility may be required to report to work in response to the suspension, or may be assigned by  
29 their supervisor to work at a different District authorized facility on a temporary basis during the  
30 suspension of operations and shall be compensated according to the provisions in Article 13.1  
31 unless the classified professional elects or is assigned to work remotely. If the classified  
32 professional's~~unit member's~~ duties may be performed at another authorized facility as  
33 determined by their supervisor, the ~~classified professional~~unit member shall be granted ~~paid~~  
34 administrative leave for all hours worked during the campus closure~~their regularly scheduled~~  
35 ~~work hours in accordance with article 7.12.2.~~ A classified professional~~unit member~~ on paid  
36 administrative leave under this paragraph shall remain available during work hours to respond  
37 to all District communications requiring a return to work.

38 ~~Bargaining unit member~~Classified professionals off contract, on leave, or otherwise not  
39 scheduled to work during the suspension of operations shall not receive paid administrative  
40 leave.

41  
42 ~~Bargaining unit members regularly assigned to work at the impacted facility on approved paid~~  
43 ~~leave during the suspension of operations shall receive paid administrative leave and will not be~~

1 ~~required to use their paid leave, unless similarly situated employees were directed to work at a~~  
2 ~~different District facility during the suspension of operations.~~

3  
4 7.14.2 A ~~bargaining unit member~~classified professional required to report for their regularly  
5 scheduled work hours in response to an emergency event resulting in suspension of operations  
6 shall receive one (1) hour of paid administrative leave for each one (1) hour of work during their  
7 regularly scheduled work time when similarly situated ~~bargaining unit member~~classified  
8 professionals are granted paid administrative leave. Work hours compensated with overtime or  
9 compensatory leave shall not be considered for this benefit.

10  
11 7.14.2.1 ~~Bargaining unit member~~Classified professionals must use their accumulated  
12 administrative leave within a twelve (12) month period of first accumulating it.

13  
14 7.14.3 ~~Bargaining unit member~~Classified professionals who are not required to report for their  
15 regularly scheduled work hours must receive permission from the supervising District  
16 administrator(s) to work during the unplanned campus closure. If approved, the classified  
17 professional~~unit member~~ may be assigned duties outside their position description, but are  
18 qualified to perform. The unit member's regular pay rate and work schedule will not be adjusted  
19 for this assignment.

20  
21 7.14.4 This section only applies when ~~bargaining unit member~~classified professionals are required  
22 to report to work during their regularly scheduled hours in direct connection with the event or  
23 circumstances causing the suspension of operations. ~~Bargaining unit member~~Classified  
24 professionals required to report to work to perform their regularly scheduled duties with no  
25 connection to the suspension of operations at any other District facility shall not be eligible for  
26 paid administrative leave.

27  
28 7.14.5 This section shall not be subject to the grievance procedures stated in Article XVI.

## 29 30 **ARTICLE VIII – PAY AND ALLOWANCES**

### 31 32 **8.1 FREQUENCY - ONCE MONTHLY**

33  
34 All ~~bargaining unit member~~classified professionals shall be paid once per month, payable on or  
35 before the last working date of the month. If the normal pay date falls on a holiday, the paycheck  
36 shall be issued on the preceding workday.

37  
38 The District shall provide for direct deposit of ~~bargaining unit member~~classified professionals'  
39 payroll checks by electronic deposit with delivery to one location.

### 40 41 **8.2 PAYROLL ERRORS**

1 Any payroll errors resulting in insufficient payment for a ~~bargaining unit member~~classified  
2 professional shall be corrected no later than five (5) working days after the ~~bargaining unit-~~  
3 ~~member~~classified professional provides notice to the Payroll Department.

### 4 5 8.3 SPECIAL PAYMENTS

6  
7 Any payroll adjustment due a ~~bargaining unit member~~classified professional for reasons other  
8 than procedural errors shall be corrected within five (5) working days following notice to the  
9 Payroll Department. Any payroll adjustment due to a ~~bargaining unit member~~classified  
10 professional as a result of working out of classification shall be made on the next payroll according  
11 to established payroll procedures.

### 12 13 8.4 LOST CHECKS

14  
15 Anytime a ~~bargaining unit member~~classified professional notifies the Payroll Department they  
16 have not received their paycheck, have lost their paycheck, or have failed to cash or deposit their  
17 paycheck prior to the expiration date, the Payroll Department shall issue a replacement within five  
18 (5) working days of verifying the paycheck has not been cashed or deposited and the funds have  
19 not been withdrawn from the District.

### 20 21 8.5 ILLNESS AND ACCIDENT COMPENSATION

22  
23 When ~~bargaining unit member~~classified professionals have exhausted all earned contractual paid  
24 leaves, including Workers' Compensation provisions, and they are absent from their duties on  
25 account of illness or accident for a period of five (5) months or less, whether or not the absence  
26 arises due to or in the course of employment, the amount deducted from the salary due for any  
27 month in which the absence occurs shall not exceed the sum which is actually paid a substitute  
28 employee to fill their position during their absence. A substitute employee is defined as a  
29 temporary employee hired to fill the vacant position while the permanent or probationary  
30 employee is absent and does not include any current District permanent or probationary  
31 employees. If no substitute is hired to replace absent ~~bargaining unit member~~classified  
32 professionals, they shall receive their full regular rate of pay for a period of five (5) months from  
33 the first day of the absence due to illness or after the accident.

### 34 35 8.6 PAY INCREASES

36  
37 Adjust the salary schedule as outlined in Appendix B effective within 45 days of the Governing  
38 Board's approval of this contract. ~~Revise the salary schedule to reestablish a twenty one step~~  
39 ~~salary schedule beginning with step one (1) and ending with step twenty one (21).~~

40  
41 8.6.1 Step increases shall be awarded on July 1<sup>st</sup> of the next academic year to each ~~bargaining-~~  
42 ~~unit member~~classified professional working for the District in their present classification as of  
43 January 1<sup>st</sup> of the current academic year, provided they are still employed in the classification  
44 effective July 1<sup>st</sup>.

1  
2 8.7 PROMOTION  
3

4 Any ~~bargaining unit member~~classified professional promoted under the provisions of this contract  
5 shall be moved to the appropriate range and step of the new ~~range~~class to ensure at least a five  
6 percent (5%) increase in pay or will be placed at the maximum step available in the salary range if  
7 a 5% increase is not possible.

8  
9 8.7.1 Any ~~bargaining unit member~~classified professional receiving a demotion under the  
10 provisions of this contract shall be moved to the appropriate range of the new classification and  
11 maintain their step from their previous position.

12  
13 8.9 EDUCATION AWARDS  
14

15 ~~Bargaining unit member~~Classified professionals who submit their official transcripts to Human  
16 Resources will receive additional compensation in recognition of their educational attainment as  
17 follows:  
18

19 1) Classified professionals having attained their doctoral degree shall receive eight-hundred  
20 (\$800) per year.

21 ~~1)2)~~ Bargaining unit memberClassified professionals having attained their M.A. or M.S.  
22 degrees shall receive seven-hundred dollars (\$700) per year.

23  
24 ~~2)3)~~ Bargaining unit memberClassified professionals having attained their B.A. or B.S.  
25 degrees shall receive six-hundred dollars (\$600) per year.

26  
27 ~~3)4)~~ Bargaining unit memberClassified professionals having attained their A.A. or A.S.  
28 degrees shall receive five-hundred (\$500) per year.

29  
30 ~~4)5)~~ Bargaining unit memberClassified professionals having attained sixty (60) or more  
31 units but not meeting the requirements for the A.A. degree shall receive three-hundred  
32 dollars (\$300) per year  
33

34 ~~5)6)~~ Bargaining unit memberClassified professionals having completed at least ten (10),  
35 but fewer than sixty (60), college credits (acceptable toward an A.A. or B.A. degree) shall  
36 receive an increment of forty dollars (\$40) per year for each ten (10) credits completed.  
37

38 The maximum compensation a ~~bargaining unit member~~classified professional can attain shall be  
39 ~~eight~~seven hundred dollars (~~\$8~~700) per annum. All ~~bargaining unit member~~classified professionals  
40 are eligible for the award.  
41

42 ~~For the purposes of this agreement, those bargaining unit members who have currently obtained a~~  
43 ~~bachelor's or master's degree, must submit their official transcripts no later than July 1<sup>st</sup>, 2022 in~~  
44 ~~order to receive the award in their July payroll.~~

1  
2 8.10 BILINGUAL AWARD

3  
4 Classified professionals who are requested by their supervisor, with approval from Human  
5 Resources, to use a verified bilingual ability as a regular and routine component of their  
6 assignment shall be provided with an award of twelve-hundred (\$1,200). The award will be paid  
7 out in equal monthly installments. This award is granted on a yearly basis.

8  
9 The process of demonstrating fluency will be determined by the District in consultation with the  
10 employee and Chapter #381.

11  
12 Human Resources will develop a form that allows for a manager to request an employee to be  
13 designated as the bilingual services provider in their office area/division where applicable. The  
14 manager must provide a reasonable description of the approximate need. When there are more  
15 than one bilingual employee that shows interest, the employee with seniority by date shall be  
16 designated as the bilingual service provider.

17  
18 It is understood that the employee will not be doing work outside of their position description,  
19 they are simply functioning as an intermediary between a community member and a District  
20 employee.

21  
22 If services interfere with the employee's ability to complete their assigned work, the District will  
23 consider adding additional employees to the area in order to accommodate the need.

24  
25 When a manager determines that one employee is insufficient, the manager may request another  
26 employee to be designated. In general, this would mean the employee is called upon more than  
27 1-2 hours per week, every month.

28  
29 8.110 BARGAINING UNIT MEMBERCLASSIFIED PROFESSIONAL EXPENSES AND MATERIALS

30  
31 8.110.1 UNIFORMS

32  
33 The District shall pay the full cost of the purchase, lease, rental, cleaning, and maintenance of  
34 uniforms, equipment, identification badges, emblems, and cards required by the District to be  
35 worn or used by ~~bargaining unit member~~classified professionals.

36  
37 8.110.2 TOOLS

- 38  
39 1) The District shall provide all tools, equipment, and supplies necessary to ~~bargaining unit-~~  
40 ~~member~~classified professionals for performance of employment duties.  
41  
42 2) The District shall replace the loss of tools of ~~bargaining unit member~~classified professionals  
43 previously authorized in writing by the District Superintendent/President or appropriate  
44 Vice President to use personal tools in the course of their employment.

1  
2 **8.10.3 REPLACING OR REPAIRING EMPLOYEE'S PROPERTY**  
3

4 The District shall fully compensate ~~bargaining unit member~~classified professionals for loss or  
5 damage to personal property in the course of employment. Classified professionals should file a  
6 claim with the Administrative Services Office (or Director of Contracts & Risk Management) for any  
7 loss, damage or destruction of clothing or personal property of the employee as per current  
8 District policy and guidelines (Board Policy 3810 – Claims Against the District).  
9

10 **8.10.4 NON-OWNED AUTOMOBILE INSURANCE**  
11

12 No ~~bargaining unit member~~classified professionals shall be required to use their personal vehicle  
13 in the course of their employment. If, however, such use is authorized in writing on the  
14 appropriate District form and agreed to by the ~~bargaining unit member~~classified professional, the  
15 District shall assume secondary insurance liability.  
16

17 **8.10.5 PHYSICAL EXAMINATIONS**  
18

19 Whenever the Governing Board requires a physical examination be taken by a ~~bargaining unit~~  
20 ~~member~~classified professional or when ~~bargaining unit member~~classified professionals are  
21 required by law to submit to a physical examination for continued employment, the Governing  
22 Board shall provide the required examination or provide the ~~bargaining unit member~~classified  
23 professional with reasonable reimbursement for the required examination.  
24

25 If the Governing Board requires a physical examination or any other medical test or procedure, or  
26 an examination is legally required as a condition of pre-employment, the District shall pay for the  
27 examination, test, or procedure.

28 **8.11 MILEAGE COMPENSATION DURING TEMPORARY ASSIGNMENTS**  
29

30 ~~Bargaining unit member~~Classified professionals required to work at a work site on a temporary  
31 assignment which is more than five (5) miles from their normal work site shall be compensated for  
32 the total mileage difference between their normal work site and the temporary work site at the  
33 amount established for reimbursement for mileage. Such compensation shall be paid to the  
34 ~~bargaining unit member~~classified professional when filed on the appropriate travel expense claim  
35 form. Mileage reimbursements must be submitted within thirty (30) days of the completion of the  
36 assignment.  
37

38 **8.12 UNIT MEMBERS SERVING AS SUBSTITUTE OR SHORT-TERM EMPLOYEES**  
39

40 ~~Bargaining unit member~~Classified professionals assigned to a substitute or short-term position  
41 outside their regular classification, shall be paid in accordance with the provisions of article 7.3.2.  
42 ~~Bargaining unit member~~Classified professionals serving in another position within their current  
43 classification will be paid at their current step.  
44

1 8.13 RETIREES SERVING AS SUBSTITUTE OR SHORT-TERM EMPLOYEES

2  
3 Retirees returning to work in their outgoing position or classification will be paid on the current  
4 salary schedule at the step they attained during their active employment with the District.

5  
6 Retirees returning to work in a position or classification in a lower salary range will be paid on the  
7 current salary schedule at the maximum step they attained during their active service with the  
8 District.

9  
10 Retirees returning to work in a position or classification in a higher salary range will be paid at the  
11 step closest to, but not less than, their outgoing salary range and step placement on the current  
12 salary schedule.

13  
14 Retirees returning to work are not eligible for any shift differential or educational awards.

15  
16 **ARTICLE IX – HEALTH AND WELFARE BENEFITS**

17  
18 9.1 ~~BARGAINING UNIT MEMBER~~CLASSIFIED PROFESSIONALS AND DEPENDENT INSURANCE  
19 COVERAGE

20  
21 Group health benefits contributions will be made using a tiered structure based on the persons  
22 covered by the ~~bargaining unit member~~classified professional’s benefit election. The District’s  
23 maximum monthly contributions toward the four tiers shall be:

- 24
- 25 • \$450 for employee only plans
  - 26 • \$810 for employee and child(ren) plans
  - 27 • \$900 for employee and spouse plans
  - 28 • \$1,260 for employee plus family plans

29 When the total cost of a plan in any tier is lower than the District’s maximum contribution, the  
30 District will only contribute the total cost of the plan. The District will not reimburse the difference  
31 to any ~~bargaining unit member~~classified professional.

32  
33 9.1.2 The District shall contribute a maximum of \$1,500 annually to provide eligible unit  
34 members with a California Dental Service Four-Step Incentive Dental Plan as offered through the  
35 Shasta-Trinity Schools Insurance Group Joint Powers Authority. In addition, the District shall  
36 provide eligible unit members with a California Dental Service \$1,000 lifetime maximum  
37 orthodontic benefit for children only with 50% co-pay. Contributions will be allocated on a  
38 monthly basis. In the event the premium for the plans exceed \$1,500 and \$1,000 respectively, the  
39 unit member shall pay the additional cost.

40  
41 9.1.3 The District shall contribute a maximum of \$500 annually to provide all eligible unit  
42 members with the California Vision Service Plan B, no deductible, as offered through the Shasta  
43 Trinity Schools Group Joint Powers Authority. In the event the premium for the plan exceeds \$500,  
44 the unit member shall pay the additional cost.

1  
2 9.1.4 The District shall provide a group life insurance plan valued at \$~~250~~,000 for all unit  
3 members eligible for medical benefits.  
4

5 9.1.5 The District will establish an Internal Revenue Code Section 125 flexible spending account  
6 plan which allows employees to set aside pre-tax funds for employee-paid health insurance  
7 premiums, deductibles, and other non-covered medical expenses, including orthodontia, as well as  
8 child care and elder care.  
9

10 9.1.6 A year of service shall be defined as the total of service rendered by ~~bargaining unit~~  
11 ~~memberclassified professional~~s between their anniversary dates of at least twenty (20) hours of  
12 service per week, not including overtime, and nine (9) months of service rendered per year or  
13 forty (40) hours per week for at least six (6) months.  
14

15 9.1.7 In accordance with Sections 9.1.1, 9.1.2, and 9.1.3, the District shall contribute to medical,  
16 dental, and vision benefits for all ~~bargaining unit memberclassified professional~~s (and dependents)  
17 who are regularly employed nine (9) months per year and at least thirty (30) hours per week.  
18

19 9.1.8 For ~~bargaining unit memberclassified professional~~s who retire under PERS on or after  
20 July 1, 1999 who have reached the age of fifty-five (55) and who have rendered fifteen (15) or  
21 more years' service to the District, the District's contribution for medical insurance for the retiree  
22 and dependent(s) shall not exceed \$847 per month. When such a ~~bargaining unit~~  
23 ~~memberclassified professional~~ reaches the age of Medicare eligibility, the District shall then  
24 contribute the premium necessary to provide Medicare supplemental health insurance coverage  
25 for the ~~bargaining unit memberclassified professional~~ and their dependent(s). *(Board ratified*  
26 *7/18/16)*  
27

28 If it elects to do so, the District may continue to provide the full health insurance premium for  
29 ~~bargaining unit memberclassified professional~~s after the retiree reaches Medicare eligibility. At  
30 its sole discretion, the District retains the right to determine whether the District will provide  
31 Medicare supplemental health insurance coverage or the full health insurance premium provided  
32 to active ~~bargaining unit memberclassified professional~~s. *(Board ratified 3/14/01)*  
33

34 9.1.9 For employees hired after July 1, 2001, the District will contribute five-hundred dollars  
35 (\$500) per month for health insurance at the time of the employee's retirement provided that the  
36 ~~bargaining unit memberclassified professional~~ has attained the age of fifty-five (55) and has  
37 rendered fifteen (15) years or more of service to the District. Benefits are payable until Medicare  
38 eligibility or the death of the retiree. If a retiree dies while eligible for medical, dental, and vision  
39 coverage, the District shall continue to provide such coverage for eligible dependents for the  
40 retiree's remaining period of eligibility, not to exceed six (6) months. *(Board ratified 3/14/01)*  
41

42 9.1.10 Rights under this Article shall not become vested until an employee retires. Prior to that  
43 time, this section may be amended or repealed by agreement between the District and the  
44 Association.

1  
2 **9.2 BENEFIT PLAN CONTINUATION**

3  
4 **9.2.1 GROUP HEALTH INSURANCE**

5  
6 Unless qualified under Section 9.1.9 or 9.1.10, retired ~~bargaining unit member~~classified  
7 professionals who enter the State retirement system are permitted to subscribe to the same  
8 health, hospitalization, and major medical plan as that which the District provides for its  
9 ~~bargaining unit member~~classified professionals, subject to the approval of the insurance carriers.

10  
11 The retired ~~bargaining unit member~~classified professional must have been at least a one-half (1/2)  
12 time ~~bargaining unit member~~classified professional, who, at the time of retirement, was eligible to  
13 receive the District's health insurance fringe benefits.

14  
15 The retired ~~bargaining unit member~~classified professional would, personally, pay according to the  
16 retiree premium rate schedule.

17  
18 The retired ~~bargaining unit member~~classified professionals shall pay their own premiums, in  
19 advance, by bringing six (6) post-dated monthly, premium checks to the Business Office twice each  
20 year.

21  
22 **9.2.2 GROUP DENTAL AND VISION INSURANCE**

23  
24 Subject to carrier acceptance and rules, eligible retirees may purchase group dental and vision  
25 coverage at their expense. Payments must be prepaid in full for the year by June 1. (*Board ratified*  
26 *12/11/02*)

27  
28 The retired ~~bargaining unit member~~classified professional must have been at least a one-half (1/2)  
29 time ~~bargaining unit member~~classified professional, who, at the time of retirement, was eligible to  
30 receive the District's dental and vision fringe benefits. (*Board ratified 12/11/02*).

31  
32  
33  
34  
35  
36 **ARTICLE X – VACATION PLAN AND HOLIDAYS**

37  
38 **10.1 ELIGIBILITY**

39  
40 All ~~bargaining unit member~~classified professionals shall earn paid vacation leave in accordance  
41 with this article. Vacation leave rights will be vested rights beginning on the 181<sup>st</sup> calendar day of  
42 the ~~bargaining unit member~~classified professional's employment with the District in accordance  
43 with California Education Code, Section 88197. When a ~~bargaining unit member~~classified  
44 professional separates employment from the District prior to the 181<sup>st</sup> calendar day of

1 employment, the District shall withhold any amount of salary paid for vacation leave from the  
2 member's final paycheck. Vacation benefits begin accruing on the first date of employment.

3  
4 10.2 VACATION LEAVE SCHEDULING

5  
6 Whenever possible, the supervising administrator shall provide sufficient opportunities for the  
7 ~~bargaining unit member~~classified professional to use all vacation leave during the ~~fiscal~~academic  
8 year in which it was earned. The ~~bargaining unit member~~classified professional should use  
9 vacation leave within the twelve-month (12) period following accrual whenever possible.

10  
11 10.3 ACCUMULATION

12  
13 Vacation leave shall be earned and accumulated at the end of each month in accordance with the  
14 schedules below. Vacation leave accruals shall be based on the employee's annual work schedule  
15 and distributed equally in each month of employment as defined in 10.3.1.

16 10.3.1 Bargaining unit memberClassified professionals shall earn one (1) hour of vacation leave for  
17 each 21.66 hours in a regular pay working, holiday, or leave status, equivalent to twelve (12) days  
18 at eight (8) hours per day of vacation leave for twelve (12) months of full-time paid service.

19  
20 10.3.2 Bargaining unit memberClassified professionals' vacation leave accrual shall increase for  
21 each four years of service to the District as follows:

- 22
- 23 • Years one (1) through four (4) –~~one (1) hour per 21.66 hours of paid service (equivalent to~~  
24 twelve (12) days of leave at eight (8) hours per day for 52 weeks of service at 40 hours per  
25 week (equivalent to 8 hours/month)
  - 26 • Years five (5) through eight (8) –~~one (1) hour per 17.33 hours of paid service (equivalent to~~  
27 fifteen (15) days of leave at eight (8) hours per day for 52 weeks of service at 40 hours per  
28 week (equivalent to 10 hours/month)
  - 29 • Years nine (9) through twelve (12) –~~one (1) hour per 14.44 hours of paid service~~  
30 ~~(equivalent to~~ eighteen (18) days of leave at eight (8) hours per day for 52 weeks of service  
31 at 40 hours per week (equivalent to 12 hours/month)
  - 32 • Years thirteen (13) and beyond –~~one (1) hour per 12.38 hours of paid service (equivalent~~  
33 ~~to~~ twenty-one (21) days of leave at eight (8) hours per day for 52 weeks of service at 40  
34 hours per week (equivalent to 14 hours/month)

35  
36 Employees with an FTE less than 40 hours/week and/or 12 months per year will receive a prorated  
37 monthly accrual.

38  
39 10.3.3 The District shall report the vacation accumulation for each ~~bargaining unit~~  
40 ~~member~~classified professional through the District's online employee information system. The  
41 District shall provide a current leave accumulation to any ~~bargaining unit member~~classified  
42 professional within five (5) working days of a request.

1 10.3.4 The maximum vacation leave accrual for each ~~bargaining unit member~~classified  
2 professional shall be the number of hours equivalent to forty-two (42) days of vacation at the  
3 member's average number of hours worked per day. The maximum accrual shall be calculated by  
4 dividing the total number of hours the ~~bargaining unit member~~classified professional is regularly  
5 scheduled to work during the academic year by 6.19. ~~Bargaining unit member~~Classified  
6 professionals with a vacation leave balance exceeding their maximum number of hours as of the  
7 first date of employment in a new academic year will be required to, in mutual agreement with  
8 their supervisor, either schedule sufficient vacation leave usage to reduce the balance under the  
9 maximum hours permitted within 90 days, or be paid for ~~one-half (½) the number~~ of their vacation  
10 leave hours at their current base salary rate, ~~or any combination of vacation usage and payout~~  
11 ~~resulting in a 50% reduction of their vacation leave balance~~ resulting in a maximum of forty-two  
12 (42) days of vacation.

13  
14 10.3.5 The District will approve vacation requests submitted with at least two (2) weeks advance  
15 notice unless a legitimate business need impacting department operations exists. The supervisor  
16 and the employee shall attempt to mutually agree upon vacation dates. If the employee and the  
17 supervisor are unable to reach a mutual agreement, the appropriate Vice President or Associate  
18 Vice President, in consultation with the Association, shall schedule vacation.

#### 19 20 10.4 VACATION PAY

21  
22 Pay for vacation days for all ~~bargaining unit member~~classified professionals shall be at their  
23 current base salary rate in their permanent classification and position at the time of payment.

##### 24 25 10.4.1 VACATION PAY UPON TERMINATION

26  
27 When ~~bargaining unit member~~classified professionals retire, resign, are terminated, or otherwise  
28 separate from the District, they shall be entitled to all vacation pay earned and accumulated up to  
29 and including the effective date of the separation. All vacation pay shall be included in the final  
30 paycheck, providing there is thirty (30) days' notice. When ~~bargaining unit member~~classified  
31 professionals provide fewer than thirty (30) days' notice, they shall be paid by the tenth (10th) of  
32 the month following their separation.

##### 33 34 10.4.2 VACATION PAY UPON CHANGE IN POSITION

35  
36 ~~Bargaining unit member~~Classified professionals accepting or placed in a permanent position in a  
37 classification with a higher salary range shall keep their accumulated vacation leave hours up to  
38 the amount necessary for at least twenty-one (21) days of leave based on their average assigned  
39 daily work hours. Any accumulated vacation leave hours in excess of the number of hours  
40 necessary for at least twenty-one (21) days of leave shall be paid out at the classified  
41 professional's ~~unit member's~~ base salary rate in their prior position or provided the opportunity to  
42 schedule and use vacation prior to assuming their position to reduce the total accumulated days to  
43 twenty-one (21). ~~Unit members~~ Classified professionals with fewer hours of vacation leave than  
44 necessary for twenty-one (21) days of leave shall keep their full balance. The

1 Superintendent/President may grant an exception to this provision when requested by the  
2 ~~bargaining unit member~~classified professional or determined to be in the best interests of the  
3 District.

4  
5 10.4.3 VACATION POSTPONEMENT  
6

7 No ~~bargaining unit member~~classified professional's vacation shall be interrupted to return to work  
8 unless mutually agreed by the ~~bargaining unit member~~classified professional and the appropriate  
9 Vice President or in the event the Governor of California declares a state of emergency in the  
10 county in which the ~~bargaining unit member~~classified professional regularly works.

11  
12 10.4.4 VACATION SCHEDULING PREFERENCE  
13

14 When two or more ~~bargaining unit member~~classified professionals working in the same  
15 classification and work unit request vacation leave for the same day(s) and the supervising  
16 administrator determines one or more requests must be denied for legitimate business purposes,  
17 the ~~bargaining unit member~~classified professional with the greatest seniority by date in the  
18 classification shall be given preference.

19  
20 10.4.5 INTERRUPTION OF VACATION  
21

22 ~~Bargaining unit member~~Classified professionals may interrupt or terminate vacation leave and  
23 begin another type of paid leave provided by this contract without a return to active service,  
24 provided they provide notice and supporting justification (e.g. medical certification of injury or  
25 illness, jury summons, etc.).

26  
27 10.5 HOLIDAYS  
28

29 All ~~bargaining unit member~~classified professionals shall be granted the following holidays when  
30 the scheduled observance of holidays occurs during the course of their regular employment and  
31 when such days are school holidays for students of the District (See Appendix D, for the ~~Bargaining~~  
32 ~~Unit Members'~~ Academic Calendar).

33  
34 10.5.1 Labor Day, Admissions Day, Veterans' Day, Thanksgiving Day, Christmas Day, New Year's  
35 Day, Martin Luther King Jr. Day, Lincoln's Birthday, Washington's Birthday, Memorial Day,  
36 Juneteenth, Independence Day, Christmas Eve Day, New Year's Eve Day, the day following  
37 Thanksgiving, and Spring Recess Day.

38  
39 10.5.2 HOLIDAYS ON SATURDAY AND SUNDAY  
40

41 When any of the holidays on which the District would be closed fall on Saturday, the District shall  
42 close on the preceding Friday; when any of the holidays on which the District would be closed fall  
43 on Sunday, the District shall close on the following Monday.  
44

1  
2  
3 10.5.3 HOLIDAY COMPENSATION  
4

5 ~~Bargaining unit member~~Classified professional~~s~~ shall be entitled to be off duty on all holidays as  
6 designated in the ~~Bargaining Unit Members' Academic~~ Calendar. ~~Bargaining unit member~~Classified  
7 ~~professionals~~ working fewer than forty (40) hours per week shall be entitled to a proration of  
8 holiday compensation equal to the proportion of a 40 hour work week they are assigned. If  
9 ~~bargaining unit member~~classified professional~~s~~ are required to work on a holiday, they shall  
10 receive compensation or compensatory time off. ~~Bargaining unit member~~Classified professional~~s~~  
11 whose regular work schedule is four (4) days per week shall, when a holiday falls on their regular  
12 day(s) off, be entitled to their regular day of compensatory time off, provided they were in a paid  
13 status on their last working day prior to the days off or succeeding the days off.  
14

15 10.5.4 ADDITIONAL HOLIDAYS  
16

17 Every day declared by the U.S. President or Governor of this state as a public fast, Thanksgiving, or  
18 holiday, or any day declared a holiday by the ~~Governing~~ Board ~~of Governor's~~ under California  
19 Education Code, Section 79020(c) and (d), shall be a paid holiday for all eligible ~~bargaining unit~~  
20 ~~member~~classified professional~~s~~.  
21

22 10.5.5 HOLIDAY ELIGIBILITY  
23

24 Except as otherwise provided below, a ~~bargaining unit member~~classified professional~~s~~ must be in  
25 paid status on the working day immediately preceding or succeeding the holiday to be paid for the  
26 holiday.  
27

28 ~~Bargaining unit member~~Classified professional~~s~~ off contract during the District holidays beginning  
29 December 24 through January 1 shall be paid for those holidays provided they were in a paid  
30 status during any portion of the working day preceding or succeeding the holiday period.  
31

32 ARTICLE XI – LEAVE  
33

34 11.1 BEREAVEMENT LEAVE  
35

36 ~~Bargaining unit member~~Classified professional~~s~~ shall be granted paid administrative leave by the  
37 District for a necessary leave of absence, up to forty (40) hours for a full-time employee, on  
38 account of the death of any member of their immediate family. ~~Bargaining unit member~~Classified  
39 ~~professionals~~ working fewer than 40 hours per week shall be entitled to a proration of  
40 bereavement leave hours equal to the proportion of a 40 hour work week they are assigned.  
41

42 11.1.1 IMMEDIATE FAMILY  
43

- a. The ~~bargaining unit member~~classified professional's spouse or ~~registered domestic~~ partner, children or legal dependents, foster child, mother, father, sister, brother, niece, nephew, step-parents, aunt, uncle, grandmother, grandfather, grandchild; son-in-law, daughter-in-law, step-child, brother-in-law, or sister-in-law; and,
- b. The ~~bargaining unit member~~classified professional's spouse's or ~~registered domestic~~ partner's children or legal dependents, foster child, mother, father, sister, brother, niece, nephew, step-parents, aunt, uncle, grandmother, grandfather, grandchild; son-in-law, daughter-in-law, step-child, brother-in-law, or sister-in-law; and,
- c. Any significant other or relative living in the ~~bargaining unit member~~classified professional's immediate household.

### 11.2 WITNESS AND JURY DUTY

~~Bargaining unit member~~Classified professionals subpoenaed to appear as a witness in a court proceeding shall be granted a paid leave of absence.

~~Bargaining unit member~~Classified professionals called for jury duty in the manner provided by law shall be granted a paid leave of absence for the entire workday scheduled on that date of service when the classified member is required to present themselves in person for jury duty. The District will pay the employee the difference between their regular salary and all pay received for jury duty or appearing as a witness.

Whenever possible, ~~bargaining unit member~~classified professionals shall endorse jury duty or witness pay received to the District and the District will pay their full regular salary. Mileage and meal allowances shall be paid directly to the ~~bargaining unit member~~classified professional and are not considered pay for the purposes of this article. If fees are not endorsed to the District, the leave shall be granted without pay. Only those fees received by the ~~bargaining unit member~~classified professional for service performed during the employee's regularly scheduled hours of employment shall be subject to the endorsement policy. ~~Bargaining unit member~~Classified professionals shall only be compensated for their regular work schedule time at their permanent classification and rate of pay. No overtime, extra time, or any other additional form of pay shall be earned while an employee is on witness or jury duty leave unless the employee is assigned by their supervisor to perform the additional work.

~~Bargaining unit member~~Classified professionals whose regular assigned shift commences at 4 PM or later required to serve all or any part of the day on jury duty or as a witness shall be receive paid leave and will not be required to report to work for their regularly scheduled assignment.

### 11.3 MILITARY LEAVE

A ~~bargaining unit member~~classified professional shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave. ~~Bargaining unit member~~Classified professionals shall provide their supervising administrator

1 and the Human Resources office with a copy of the military order compelling their service prior to  
2 the start of their leave ~~whenever possible~~.

3  
4 11.4 SICK LEAVE

5  
6 11.4.1 ~~Bargaining unit member~~Classified professionals shall earn one (1) hour of leave for illness  
7 or injury for each 21.66 hours in a regular pay working, holiday, or leave status, equivalent to  
8 twelve (12) days at eight (8) hours per day of sick leave for twelve (12) months of full-time paid  
9 service. Sick leave shall not be earned for hours worked in which an employee receives overtime  
10 pay, compensatory leave, or any other form of compensation at a rate greater than their regular  
11 pay. Employees working fewer than 52 weeks and/or 40 hours per week or 80 hours in each  
12 biweekly period shall earn sick leave for extra time worked which is not compensated as overtime,  
13 compensatory leave, or any other form of compensation at a rate greater than their regular pay.  
14

15 11.4.2 Sick leave shall be paid at the ~~bargaining unit member~~classified professional's regular rate  
16 of pay for their permanent classification and position. The District shall grant ~~bargaining unit~~  
17 ~~member~~classified professionals their full expected accrual of sick leave based on the number of  
18 hours they should be in a paid status according to their fixed work schedule for the year on July 1<sup>st</sup>  
19 or the first day the employees' service to the District in the current academic year.  
20

21 11.4.3 When a ~~bargaining unit member~~classified professional's employment with the District  
22 ends, they shall not be paid for unused sick leave. If a ~~bargaining unit member~~classified  
23 professional has used sick leave hours which have not been earned as stated in the first paragraph  
24 of this section, the amount of pay given to the ~~employee~~member for the unearned leave used  
25 shall be deducted from the ~~bargaining unit member~~classified professional's final paycheck.  
26

27 11.4.4 Unused sick leave hours shall accumulate each year without a limit on the total hours of  
28 sick leave a classified professional~~bargaining unit~~ may accrue.  
29

30 11.4.5 When sick leave absence pattern exists or a supervising administrator has a valid concern  
31 regarding a ~~bargaining unit member~~classified professional's sick leave usage, the supervisor shall  
32 meet with the ~~employee~~unit member who may request an Association representative. The  
33 supervising administrator shall present the reasons for concern and provide the ~~bargaining unit~~  
34 ~~member~~classified professional an opportunity to explain or provide justification for their leave  
35 usage. The ~~Bargaining unit member~~Classified professional may elect to meet with Human  
36 Resources to explain or provide justification for their leave usage. If the ~~Bargaining unit~~  
37 ~~member~~Classified professional cannot provide a reasonable explanation, the District may require  
38 documentation of the ~~bargaining unit member~~employee's need for sick leave for illness or injury  
39 for future absences. The ~~employee~~unit member will be notified of this requirement by Human  
40 Resources in writing prior to implementation. If the unit member's leave usage is documented and  
41 valid for a period of six (6) months following notification of the requirement to provide  
42 documentation, Human Resources shall meet with the unit member who may request an  
43 Association representative and determine if documentation will continue to be required.  
44

1 11.4.6 The District shall report the sick leave accumulation for each ~~bargaining unit~~  
2 ~~member~~classified professional through the District’s online employee information system. The  
3 District shall provide a current leave accumulation to any ~~bargaining unit member~~classified  
4 professional within five (5) working days of a request.

5  
6 11.4.7 MEDICAL/DENTAL APPOINTMENTS

7  
8 ~~Bargaining unit member~~Classified professionals shall exercise every reasonable effort to schedule  
9 appointments to minimize their absence from work.

10  
11 11.4.8 ON-CAMPUS BLOOD DRIVES

12  
13 ~~Bargaining unit member~~Classified professionals may donate to on-campus blood drives during  
14 work time so long as they provide at least three business days’ advanced notice to their  
15 supervising administrator.

16  
17 11.5 CATASTROPHIC LEAVE BANK

18  
19 11.5.1 PURPOSE

20  
21 The District shall authorize the Association to maintain a catastrophic leave program to allow  
22 ~~bargaining unit member~~classified professionals to donate vacation, sick, and/or compensatory  
23 leave to other members with an illness or injury need or to care for a family member with an injury  
24 or illness need as defined in 11.5.2. The leave donation program shall provide ~~bargaining unit~~  
25 ~~member~~classified professionals with serious medical needs or to care for a family member with  
26 serious medical needs an opportunity to continue to receive full pay after exhausting all paid leave  
27 entitlements.

28  
29 11.5.2 DEFINITIONS

- 30  
31 a. “Catastrophic Illness or Injury” means an illness or injury of a classified professional or  
32 a family member they provide care for which is expected to prevent the employee  
33 from working for a period of thirty (30) or more consecutive calendar days by a  
34 qualified medical provider.  
35 b. “Full Pay Sick Leave” means fully paid sick leave for illness or injury accrued by the  
36 donor.  
37 c. “Full Pay Vacation Leave” means fully paid vacation leave accrued by the donor.  
38 d. “Eligible Recipient” means a recipient who has exhausted all vacation leave, paid leave  
39 of absence for illness or injury, and any other paid leave, including workers  
40 compensation. ~~Bargaining unit member~~Classified professionals must have exhausted  
41 all vacation, sick leave, compensatory time, workers compensation, or any other paid  
42 leave before applying for catastrophic leave.  
43

44 11.5.3 LEAVE DONATION LIMITS AND PROCEDURES

- 1
- 2 a. ~~Bargaining unit member~~Classified professionals may donate up to sixty (60) hours of
- 3 full pay vacation, compensatory time, or sick leave during each academic year.
- 4
- 5 b. ~~Bargaining unit member~~Classified professionals may donate any combination of full pay
- 6 vacation, compensatory time, or sick leave up to the sixty (60) hour limit.
- 7
- 8 c. The minimum full pay vacation, compensatory time, or sick leave donation granted
- 9 under this Article shall be four (4) hours.
- 10
- 11 d. ~~Bargaining unit member~~Classified professionals may receive up to 66% of their total
- 12 scheduled work hours for the academic year in vacation, sick, and/or compensatory
- 13 leave donations for any one period of catastrophic leave. The donation leave reception
- 14 limit shall not reset when any one period of catastrophic leave extends to multiple
- 15 academic years.
- 16 e. The District shall provide forms for requesting leave donations and donating leave.
- 17
- 18 f. Leave donations shall be processed and applied in the chronological order they are
- 19 received. When a ~~bargaining unit member~~classified professional receives more hours of
- 20 donated leave than needed during their period of catastrophic leave, the unused leave
- 21 hours shall be returned to the donating unit members.
- 22
- 23 g. Leave donations are irrevocable. Once the form authorizing a leave donation is received
- 24 in the Human Resources office, the ~~bargaining unit member~~classified professional may
- 25 not rescind their donation.
- 26
- 27 h. Donated leave has no cash value and the ~~classified professional~~employee receiving the
- 28 donation shall not be eligible to request payment for any donated vacation leave.
- 29

#### 30 11.5.4 LEAVE DONATION PROGRAM MANAGEMENT

31

32 The Executive Board of the Classified School Employees' Association, Chapter 381, shall be

33 responsible for administering the leave donation program. The District's responsibilities shall be

34 verifying eligibility, maintaining appropriate records, and monitoring the implementation of the

35 program for equal employment opportunity purposes. The Executive Board shall grant all requests

36 for catastrophic leave until the ~~bargaining unit member~~classified professional has reached 66% of

37 their total scheduled work hours for the academic year in leave donations. ~~Bargaining unit-~~

38 ~~member~~Classified professionals shall notify CSEA leadership whether or not to use their name

39 when requesting donations.

40

41 11.5.5 No unit member shall be obligated to donate leave under this program.

42

43 11.5.6 The Association assumes full responsibility for the administration of this program, including

44 maintaining the confidentiality of any medical information in accordance with all state and federal

1 laws. The Association agrees to hold harmless and indemnify the District for all costs, including  
2 reasonable attorney fees, arising from the inappropriate disclosure of medical information.

3  
4 11.5.7 This section shall not be subject to the grievance procedure.

5  
6 11.6 PARENTAL AND BONDING LEAVE

7  
8 ~~Bargaining unit member~~Classified professionals may use accumulated paid leave for parental leave  
9 for up to 12 workweeks. Parental leave may be taken incrementally or consecutively, but must be  
10 taken within 12 months following the date of birth or adoption of a child. ~~Bargaining unit~~  
11 ~~member~~Classified professionals exhausting all current and accumulated paid leave before  
12 receiving all 12 workweeks of parental leave will be paid no less than 50% of their regular salary  
13 for the remaining portion of their parental leave as long as they meet the eligibility requirements  
14 of the California Family Rights Act. If an external substitute works in the permanent employee's  
15 position during their parental bonding leave, then the permanent employee will receive a prorated  
16 salary no less than 50% of their normal salary. If no external employee substitutes in the  
17 permanent employee's position, then they will receive 100% of their regular salary. If an internal  
18 employee substitutes for the employee's positions, then the permanent employee will receive  
19 100% of their regular salary.

20  
21  
22  
23 11.7 FAMILY MEDICAL LEAVE

24  
25 ~~Bargaining unit member~~Classified professionals may take unpaid family and medical leave  
26 pursuant to applicable federal and state laws ~~(e.g. the Family Medical Leave Act of 1993 and the~~  
27 ~~California Family Rights Act of 1994).~~ (Information about Family Medical Leave Act (FMLA) and  
28 California Family Rights Act (CFRA) can be obtained from HR)

29  
30 11.8 INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

31  
32 11.8.1 ~~Bargaining unit member~~Classified professionals are covered by Workers' Compensation  
33 Insurance for any employment-related injury or illness. ~~Bargaining unit member~~Classified  
34 professionals are responsible for reporting any injury to their immediate supervisor and through  
35 the District's reporting procedures established by the Human Resources office within seventy-two  
36 (72) hours, or as soon as possible.

37  
38 11.8.2 ~~Bargaining unit member~~Classified professionals entitled to temporary workers'  
39 compensation benefits due to a work-related injury shall be paid at their full salary rate by the  
40 District for the first sixty (60) working days of their absence. ~~Bargaining unit member~~Classified  
41 professionals must return the full amount of their workers' compensation payments to the  
42 District. After the first sixty (60) working days, if the ~~bargaining unit member~~classified professional  
43 has not separated from the District, the District shall continue to pay the difference between their  
44 current salary and their workers' compensation benefit, deducting the difference from their

1 accumulated sick compensatory, and vacation leave. The District shall not pay ~~bargaining unit~~  
2 ~~member~~classified professionals if the workers' compensation benefit exceeds their regular rate of  
3 pay.

4  
5 11.8.3 ~~Bargaining unit member~~Classified professionals shall retain priority to return to their  
6 permanent position or a similar position for which they meet the minimum qualifications for  
7 thirty-nine (39) months after being released from work following an employment-related injury.

8  
9 ~~11.8.4 Bargaining unit members receiving workers' compensation benefits shall remain within the~~  
10 ~~state of California while receiving benefits unless the Governing Board authorizes travel outside~~  
11 ~~the State.~~

12  
13 ~~11.8.45~~ ~~Bargaining unit member~~Classified professionals placed on a reemployment list and  
14 medically released for return to duty who refuse an appropriate work assignment shall be  
15 dismissed (see California Education Code, Section 88192).

16  
17 11.9 BREAK IN SERVICE

18  
19 Paid absences as provided in this article shall not be considered a break in service. All contractual  
20 benefits shall continue to accrue during the ~~employee's unit member's~~ absence.

21  
22  
23  
24  
25  
26 11.10 PERSONAL NECESSITY

27  
28 11.10.1 ~~Bargaining unit member~~Classified professionals may use up to 58.33% of their sick leave  
29 hours per year (the equivalent of seven (7) days of leave within twelve (12) days of sick leave for  
30 an employee working eight hours per day) for personal necessity for the following reasons:

- 31  
32 a. Death of an immediate family member when additional leave is required beyond that  
33 provided in Section 11.1 and any additional leave provided by the Governing Board.  
34  
35 b. Accident, illness, or doctor appointment; attorney, court, or other legal appointment; or a  
36 required education-related meeting for a dependent involving ~~employees unit members~~ or  
37 members of their immediate family.  
38  
39 c. Appearance in any court or before any administrative tribunal as a litigant, party, or  
40 witness under subpoena or any order made with jurisdiction.  
41  
42 d. Act of Nature such as extreme weather conditions life fire, flood, heavy wind or snow or as  
43 declared by local authorities to evacuate or stay home.  
44

1 11.10.2 ~~Bargaining unit members~~ Classified professionals may use up to 7 days of their personal  
2 necessity leave per year for personal business. No justification is required for use of personal  
3 necessity leave for personal business reasons. Requests for personal business leave shall be made  
4 to the immediate supervisor at least three (3) working days in advance of the effective dates of  
5 leave. With the exception of such qualifying reasons and unforeseen circumstances beyond  
6 prediction, requests shall be entered in the employee portal as early as possible upon return to  
7 duty.

8  
9 11.10.3 The Governing Board may authorize an additional paid leave of absence for up to thirty  
10 (30) working days not to be deducted from the ~~bargaining unit member~~ classified professional's  
11 accumulated sick leave.

12  
13 11.10.4 Written verification of the conditions justifying the use of personnel necessity leave may  
14 be required by the District at any time.

15  
16 11.10.5 A ~~classified professional~~ ~~unit member~~ shall secure advance authorization from his or her  
17 supervisor for the use of personal business days. The employee need not give a reason for use of  
18 these days.

19  
20 11.10.6 Personal Necessity Leave for other reasons may be approved by the District  
21 Superintendent/President or appropriate Vice President or Associate Vice President.

## 22 23 11.11 LEAVE OF ABSENCE WITHOUT PAY

24  
25 ~~Bargaining unit member~~ Classified professionals may request an unpaid leave of absence from the  
26 District's Governing Board (see California Education Code, Section 88198). The District's  
27 Governing Board shall have the power to grant leaves of absence with or without pay to  
28 employees so long as the governing board does not deprive any employee of any leave of  
29 absence to which they are entitled by law.

## 30 31 11.12 TRANSFER OF ACCUMULATED SICK LEAVE

32  
33 The District is responsible for arranging for the transfer of accumulated sick leave in accordance  
34 with California Education Code, Section 88202. It is the ~~classified professional's~~ ~~unit member's~~  
35 responsibility to notify the District they have accumulated sick leave eligible for transfer when they  
36 are initially employed by the District or when they have accepted employment at another  
37 institution eligible for sick leave transfer.

## 38 39 11.13 RETRAINING AND STUDY LEAVE

40  
41 A leave of absence, paid or unpaid, for study/retraining may be granted by the District's Governing  
42 Board in accordance with the California Education Code commencing with Section 88220.

## 43 44 11.14 NON-INDUSTRIAL ACCIDENT OR ILLNESS LEAVE

1  
2 11.14.1 A permanent member of the bargaining unit who has exhausted all accrued sick, vacation,  
3 compensatory, or other available paid leave and who is absent because of non-industrial accident  
4 or illness may be granted additional leave, paid or unpaid, without loss of benefits or status by the  
5 District's Governing Board for up to six (6) months. The District's Governing Board may renew the  
6 leave of absence, paid or unpaid, without loss of benefits or status for up to two (2) additional six  
7 (6) month periods. The maximum amount of additional paid or unpaid leave the District's  
8 Governing Board may grant is eighteen (18) months.

9  
10 11.14.2 ~~Bargaining unit member~~Classified professionals may return to work within their  
11 permanent classification and position with appropriate medical clearance at any time during the  
12 leaves of absence granted under this section. The time spent in an approved leave of absence shall  
13 not be considered a break in service. ~~Bargaining unit member~~Classified professionals shall be  
14 restored to a position within the classification they are permanently assigned. When possible, the  
15 unit member will be restored to their position with all rights, benefits, and burdens of a  
16 permanent ~~bargaining unit member~~classified professional.

17  
18 11.14.3 If the ~~bargaining unit member~~classified professional exhausts all leaves of absence, paid  
19 or unpaid, and is unable to resume performing their position, they shall be placed on a  
20 reemployment list for a period of thirty-nine (39) months.

21  
22 11.14.4 At any time the ~~bargaining unit member~~classified professional is able to resume the  
23 duties of their position during the 39 month reemployment list period, they shall be reemployed in  
24 the first vacancy in the position~~classification~~. The ~~bargaining unit member~~classified professional's  
25 reemployment shall take preference over all other applicants except for those laid off for lack of  
26 work or funds under Section 88117, in which case ~~bargaining unit member~~classified professional  
27 shall be ranked according to their proper seniority by position. Upon resumption of duties, the  
28 ~~classified professional~~unit member shall be fully restored as a permanent ~~bargaining unit~~  
29 ~~member~~classified professional with no break in service.

## 30 31 32 33 11.15 TRANSFER OF LEAVE

34  
35 Any ~~bargaining unit member~~classified professional with prior service at another California  
36 community college district or any agency with reciprocity agreements employed for a period of  
37 one (1) calendar year or more, whose employment was not terminated for cause, shall have their  
38 accumulated unused sick leave transferred to the District.

39  
40 Any ~~bargaining unit member~~classified professional working for the District for at least one (1)  
41 calendar year who accepts a position at another California community college district or any  
42 agency with reciprocity agreements whose employment with the District was not terminated for  
43 cause shall have their accumulated unused sick leave transferred to their new employer upon  
44 appropriate notification to the District.

1  
2 A ~~bargaining unit member~~classified professional terminated for cause may have their accumulated  
3 unused sick leave transferred to the new District if approved by the District's Governing Board.  
4

5 All or any part of service at another California community college, not separated by a break in  
6 service greater than one (1) year as of the last day of paid service, may be credited by the District's  
7 Governing Board for seniority by date purposes. Such service shall not be applicable when a  
8 position or personnel reduction occurs.  
9

10 ~~Bargaining unit member~~Classified professionals shall not be required to waive any part or all  
11 benefits which they may be entitled to have transferred in accordance with this section.  
12

### 13 11.16 REQUESTS FOR LEAVE(S)

14  
15 11.16.1 Requests for Witness and Jury Duty Leave; Military Leave; Leave of Absence Without Pay;  
16 Vacation; and Retraining and Study Leave shall be requested in advance.  
17

18 Whenever possible, requests for the above-listed leaves shall be submitted with at least ten (10)  
19 working days' notice using agreed upon forms of communication to the immediate supervisor and  
20 on the form attached as Appendix E.  
21

22 11.16.2 ~~Bargaining unit members~~ Classified professionals requiring leave for unforeseen  
23 circumstances shall notify the appropriate supervisor via telephone, email, or agreed upon  
24 method of communication at least two (2) hours prior to the start of their shift or as soon as  
25 reasonable in the event of an emergency.  
26  
27

## 28 ARTICLE XII - HIRING

### 29 30 12.1 DISTRIBUTION OF JOB INFORMATION

31  
32 At a ~~bargaining unit member~~classified professional's initial employment and any change in  
33 classification, they shall receive two (2) copies of their position description~~class specification~~,  
34 salary, assignment or work location, regular work scheduled~~duty hours~~, and assigned work days.  
35 Salary data shall include the annual, monthly, hourly, overtime, and shift differential rate of  
36 compensation as applicable. One (1) copy shall be retained by the ~~bargaining unit~~  
37 ~~member~~classified professional and one (1) copy shall be signed and dated by the ~~bargaining unit~~  
38 ~~member~~classified professional and returned to his/her supervisor.  
39

40 The provisions of this section shall apply to permanent and probationary ~~bargaining unit~~  
41 ~~member~~classified professionals.  
42

#### 43 12.1.1 Seniority Determination in Hiring

1  
2 If two (2) or more classified professionals have identical date of hire in the same position, the  
3 internal candidates will receive seniority by original District hire date and the external candidates  
4 will receive seniority by lot.

5  
6 12.1.24 CSEA PARTICIPATION IN NEW EMPLOYEE ORIENTATION MEETINGS

7  
8 The district shall provide the following to California School Employees Association (CSEA):  
9

- 10 1) ten (10) days' notice of every orientation session absent a critical unforeseen need  
11 2) provide CSEA access to new hires during any orientation session  
12 3) provide CSEA with new employees' contact information within 30 day of hire or the first  
13 pay period of the month after the employee is hired, whichever is later  
14 4) provide CSEA with a list of all employees' names and contact information every 120 days  
15

16 The District shall include the CSEA ~~flyer membership application and a CSEA provided link for an~~  
17 ~~electronic application in the new employee paperwork packet of District materials provided to all~~  
18 ~~newly hired classified staff. CSEA shall provide the District with copies of the membership~~  
19 ~~application for inclusion in the new employee onboarding materials~~ paperwork packet.  
20

21 The District shall provide CSEA with a list of all ~~classified bargaining unit member~~ classified  
22 professionals' ~~represented by the Association with the~~ following information:  
23

- 24 i. First Name;  
25 ii. Middle initial;  
26 iii. Last name;  
27 iv. Suffix (e.g. Jr., III);  
28 v. Job title;  
29 vi. Department;  
30 vii. Primary worksite name;  
31 viii. Work telephone number;  
32 ix. Home street address;  
33 x. City;  
34 xi. State;  
35 xii. Zip Code (5 or 9 digits);  
36 xiii. Home telephone number (10 digits) when available;  
37 xiv. Personal cellular telephone number (10 digits) when available;  
38 xv. Personal email address when available;  
39 xvi. Hire date.  
40

41 The information shall be provided per AB119 on the last working day of September, January, and  
42 May of each year.  
43

1 The District will conduct new employee orientation meetings during the workday of employees  
2 monthly or less frequently if there is mutual agreement with CSEA and the District throughout the  
3 academic year. The District shall notify CSEA of a scheduled new employee orientation meeting at  
4 least ten (10) calendar days prior to the meeting and provide CSEA's representative with at least  
5 ~~thirtyten~~ (3010) minutes of uninterrupted time to address newly hired classified staff during the  
6 orientation meeting in accordance with Government Code sections 3555.5(b)(4) and 3556.

7  
8 In the event the District ~~changes discontinues~~ the new employee orientation meeting formats, the  
9 District shall provide CSEA with no less than ten (10) calendar days' notification, except that a  
10 shorter notice may be provided in a specific instance where there is an urgent need critical to the  
11 District's operations that was not reasonably foreseeable of an onboarding meeting in which a  
12 newly hired employee submits required employment ~~documentspaperwork~~ to the District. The  
13 District shall provide CSEA with at least ~~thirtyten~~ (3010) minutes of uninterrupted time to address  
14 newly hired classified staff during the orientation meeting.

## 15 16 12.2 SUBSTITUTE EMPLOYEES

17  
18 When a person serves under a substitute appointment and is subsequently employed as a  
19 ~~bargaining unit member~~ classified professional in the vacant position, the District shall include the  
20 service time in the substitute appointment in calculating the member's step placement. Sick and  
21 vacation leaves shall be computed retroactively to the start of their substitute service.

22  
23 The District may employ substitute employees to fill vacant positions while the District engages in  
24 hiring a permanent employee. The District may employ substitute employees for up to six (6)  
25 weeks of training with the incumbent employee prior to the permanent ~~bargaining unit-~~  
26 ~~member~~ classified professional's final date of employment. The District may employ substitute  
27 employees for the purposes of training permanent or probationary ~~bargaining unit-~~  
28 ~~member~~ classified professionals in a new position for up to six (6) weeks after the employee has  
29 been hired.

30 The District shall fill vacant bargaining ~~Classified unit~~ positions within ninety (90) business days of  
31 the permanent employee's separation. The ninety (90) business day period may be extended by  
32 mutual written agreement of the parties.

33  
34 When a permanent ~~bargaining unit member~~ employee will be absent from duty for more than ten  
35 (10) consecutive business days, the District may employ one or more substitute employees in the  
36 position during the employee's absence. When a substitute that is not a permanent employee is  
37 working in the position, the employee normally performing the work will receive notice that a  
38 substitute has been employed. The substitute employee(s) may be employed for up to six (6)  
39 weeks of training with the permanent ~~bargaining unit member~~ employee prior to the start of the  
40 employee's absence and up to two (2) weeks of training after the permanent employee returns.  
41 A business day is defined as any day when the District's Administrative offices are open for  
42 business.

## 43 44 12.3 PROBATIONARY PERIOD

1  
2 Upon initial employment, all full- and part-time ~~bargaining unit member~~classified professionals  
3 ~~hired after July 1, 2022~~ shall serve a probationary period of 180 calendar days or 130 days of paid  
4 service whichever is longer. Upon promotion into a higher classification, ~~bargaining unit-~~  
5 ~~member~~classified professionals shall serve a probationary period of 180 calendar days.

6  
7 When a ~~bargaining unit member~~classified professional completes the probationary service in a  
8 paid classification, they shall acquire permanency in all positions within the classification. When a  
9 permanent ~~bargaining unit member~~classified professional changes classifications, they shall be  
10 classified a probationary ~~bargaining unit member~~employee in the new classification and must  
11 complete a probationary period before obtaining permanency. ~~Bargaining unit member~~Classified  
12 professionals shall retain permanency in their former classification (see California Education Code,  
13 Sections 88001 and 88013.)

14  
15 When ~~bargaining unit member~~classified professional changes classifications prior to completing  
16 the initial probationary period, they shall achieve permanency in the prior classification after  
17 completing all required annual work hours for their assignment without a break in service.

#### 18 19 12.4 MANDATORY INTERVIEW OPTION

20  
21 Permanent ~~bargaining unit member~~classified professionals applying for a vacant Classified position  
22 may elect to receive a mandatory first level interview if they meet all minimum qualifications  
23 stated in the position description. ~~Bargaining unit member~~Classified professionals may waive this  
24 right and only receive an interview if they are selected by the hiring committee.

#### 25 26 12.5 OVERLAPPING EMPLOYMENT

27  
28 When sufficient notice of resignation is provided by a current classified ~~bargaining unit-~~  
29 ~~member~~classified professional the District may hire a new classified ~~bargaining unit-~~  
30 ~~member~~classified professional and begin their employment with the District at any time prior to  
31 the resignation date of the departing employee for the purposes of orienting and training the new  
32 employee in the position and providing effective continuity of operations.

### 33 ARTICLE XIII - TRANSFER

#### 34 35 13.1 TEMPORARY JOB LOCATION TRANSFERS

36  
37 13.1.1 ~~Bargaining unit member~~Classified professionals must receive at least five (5) business days'  
38 notice of a temporary change in ~~work site~~job location. The District may waive the notification  
39 period when extenuating circumstances require a change in assigned work ~~site~~location for  
40 continuity of operations or safety. A ~~bargaining unit member~~classified professional may mutually  
41 agree to a temporary change in work location with fewer than five (5) business days' notice. No  
42 ~~bargaining unit member~~classified professional shall be assigned to ~~a work site in a location~~  
43 than the ~~bargaining unit member~~classified professional's normal work site for a period in excess of

1 five (5) working days without the written consent of the ~~bargaining unit member~~classified  
2 professional.

3  
4 13.1.2 Any ~~bargaining unit member~~classified professional temporarily assigned to a work site  
5 other than his/her normal work site for longer than five (5) working days shall receive a premium  
6 pay of an additional five and one-half percent (5 ½ %) of the ~~bargaining unit member~~classified  
7 professional's regular hourly rate of pay for all days spent working at the temporary site.

8  
9 13.1.3 ~~Bargaining unit member~~Classified professionals may appeal an assignment to a temporary  
10 work ~~site~~location expected to last longer than five (5) working days to the appropriate Vice  
11 President or Associate Vice President. The appropriate Vice President or Associate Vice President  
12 shall have the authority to make the final determination regarding a temporary work site ~~location~~  
13 assignment that is expected to last longer than five (5) working days.

## 14 15 13.2 DEFINITIONS

16  
17 Administrative Transfer: a change from a classified position to another classified position in the  
18 same range, same number of months per year, and same number of assigned hours per year. For  
19 purposes of this definition, the number of months considered to be the same are 10 (ten), 11  
20 (eleven), and 12 (twelve).

21  
22 Lateral Transfer: a change in department/division in the same position description in the same  
23 range, same or lower number of hours per week, same or lower number of months per year. For  
24 purposes of this definition, the number of months considered to be the same are 10 (ten), 11  
25 (eleven), and 12 (twelve).

26  
27 Voluntary Transfer – a change in position to a lower range or reduction in hours and/or months  
28 per year.

### 29 30 13.2.1 LATERAL TRANSFER

31  
32 ~~A lateral transfer is defined as a change in work location of a permanent bargaining unit member~~  
33 ~~within the same classification and same or fewer assigned hours per year within the District.~~ A  
34 lateral transfer does not encompass the process of assignment or reassignment of a specific  
35 position and responsibilities within a department or work site~~location~~. A ~~bargaining unit~~  
36 ~~member~~classified professional assigned to more than one work site shall be considered as being  
37 transferred only when moved from one District-wide program to another District-wide program. A  
38 transfer may be requested by a ~~bargaining unit member~~classified professional ("Employee  
39 Requested") or by the District ("Administrative"). The request must be submitted in writing to the  
40 ~~unit member's~~ employee's current supervisor, the supervisor for the requested position, the  
41 appropriate Vice President(s), and the Associate Vice President of Human Resources. The District  
42 shall provide a written approval or denial of the request within ten (10) business days. Denials  
43 shall be based on business- and/or job-related reasons and shall not be denied by the District for

1 discriminatory reasons on the basis of any protected status stated in Article 2 of this agreement.  
2 Requests shall not be denied based solely on the needs of the employee's current department.

### 4 13.2.2 ADMINISTRATIVE TRANSFER

6 A permanent ~~bargaining unit member~~classified professional may be administratively transferred in  
7 the best interests of the District provided the transfer is not punitive, discriminatory, or  
8 disciplinary in nature. An administrative transfer shall consist of the same salary schedule range,  
9 number of months per year, and number of assigned hours per year. The individual being  
10 transferred must meet the minimum qualifications of the position. An administrative transfer may  
11 be requested by a ~~bargaining unit member~~classified professional or the District. The request must  
12 be submitted in writing to the unit member's current supervisor, the supervisor for the requested  
13 position, the appropriate Vice President(s), and the Associate Vice President of Human Resources.  
14 The District shall provide a written approval or denial of the request within ten (10) business days.  
15 Denials shall be based on business- and/or job-related reasons and shall not be denied by the  
16 District for discriminatory reasons on the basis of any protected status stated in Article 2 of this  
17 agreement. Requests shall not be denied based solely on the needs of the employee's current  
18 department. Administrative transfers differ from a lateral transfer by allowing a transfer to a  
19 different classification in the same salary range.

### 21 13.2.3 VOLUNTARY REASSIGNMENT

23 When a vacancy exists, a ~~bargaining unit member~~classified professional may request a voluntary  
24 reassignment to a position in a lower classification and salary range or reduction in assigned time.  
25 The ~~bargaining unit member~~classified professional must meet the minimum qualifications for the  
26 duties of the position. The ~~bargaining unit member~~classified professional shall be moved to the  
27 appropriate range of the new classification and maintain their step from their previous position.  
28 The request must be submitted in writing to the ~~unit member's~~employee's current supervisor, the  
29 supervisor for the requested position, the appropriate Vice President(s), and the Associate Vice  
30 President of Human Resources. The District shall provide a written approval or denial of the  
31 request within ten (10) business days. Denials shall be based on business- and/or job-related  
32 reasons and shall not be denied by the District for discriminatory reasons on the basis of any  
33 protected status stated in Article 2 of this agreement. Requests shall not be denied based solely on  
34 the needs of the employee's current department. Requests for filling a vacant position by lateral  
35 and administrative transfer shall have precedence over requests for voluntary reassignment.

### 37 13.3 POSTING OF LATERAL TRANSFERS

39 The District shall make a reasonable effort to notify ~~bargaining unit member~~classified professionals  
40 of vacancies for which the unit member is eligible to request a lateral transfer. Failure to notify  
41 ~~bargaining unit member~~classified professionals shall not be subject to the grievance procedure.

## 43 ARTICLE XIV – CLASSIFICATION, RECLASSIFICATION & ABOLITION OF POSITIONS

1 14.1 REASSIGNMENT TO A DIFFERENT POSITION IN A HIGHER RANGE

2  
3 ~~Bargaining unit member~~Classified professionals reassigned to a different position classified in a  
4 higher range shall be placed on the step in the new salary range providing a pay increase of at  
5 least five percent (5%) or the highest available step in the salary range if a five percent (5%)  
6 increase is not possible.

7  
8 14.2 RECLASSIFICATION

9  
10 14.2 Reclassification: The District shall maintain a system of classification for all positions  
11 pursuant to Education Code Section 88003. For purposes of this agreement, "reclassification" shall  
12 mean the upgrading of a position to a higher classification as a result of the gradual increase of  
13 duties being performed by the incumbent in the position. -EC 88001 (f)

14  
15 14.2.1 The ~~unit member~~ classified professional shall submit any proposed reclassification requests  
16 on the "Request for Reclassification" form to the Associate VP Human Resources (or designee).  
17 The submission period is December 1st through January 31<sup>st</sup>. Only permanent classified  
18 professionals~~unit members~~ who have been in the position for at least twenty-four (24) months  
19 may submit an application. ~~Unit members~~ Eligible classified professionals may submit an  
20 application for a position reclassification only once every two (2) years unless there is another  
21 position description they employee is requesting to reclass into.

22  
23 14.2.2 The Reclassification Committee is a confidential committee and shall consist of (3)  
24 administrative members appointed by the President/Superintendent and (3) classified members  
25 appointed by CSEA. A neutral moderator shall be appointed by agreement between the District  
26 and CSEA. The CSEA President shall receive the full list of committee members. The meeting(s)  
27 will be held at times and dates agreeable to ~~-committee members~~CSEA and District  
28 ~~representatives~~. The Committee will interview the employees and the employees'  
29 supervisor(s). Interviews will be held virtually with only the moderator visible to the employee and the  
30 employee's supervisor. A positive recommendation to the Executive Cabinet requires at least  
31 four (4) of six (6) committee members ~~to approve a request. The Human Resources Office,~~  
32 ~~on behalf of the Committee, shall notify the employee and supervisor of the Committee's~~  
33 ~~recommendation within five (5) business days of the Committee's recommendation.~~

34  
35 14.2.3 Appeal Procedure for applications not recommended for reclassification: If the committee  
36 does not recommend a reclassification, the classified professional will be notified by Human  
37 Resources within five (5) business days from the date of the reclassification committee meeting. A  
38 classified professional~~unit member~~ may submit an appeal ~~the decision of the Reclassification~~  
39 ~~Committee~~ within ten (10) working days from the date of notice to the classified professional~~unit~~  
40 ~~member of the Reclassification Committee's decision~~. If an appeal is made, the appellant shall  
41 submit any new information/materials not previously submitted to the Reclassification Committee  
42 and the Reclassification Committee may meet with the appellant and the appropriate manager(s)  
43 if necessary to discuss the appeal, and then render a final ~~decision~~ recommendation to Executive  
44 Cabinet within five ~~-(5)~~ working days.

1  
2 14.2.4 ~~All~~The recommendations of the committee shall be forwarded to Executive Cabinet  
3 for review no later than April 16. Executive Cabinet shall have from April 16 to May 15 for  
4 review and consideration of the committee's recommendations and the employee will be  
5 notified of the Executive Cabinet's decision. The decision of the Executive Cabinet is final and  
6 shall not be grievable. If an employee is denied reclassification the supervisor must adjust  
7 the employee's duties to align with the employee's current position description.  
8

9 14.2.5 Reclassifications approved by the Executive Cabinet will be placed on the June Board  
10 agenda for Board approval and will be effective July 1, of that same year.  
11

12 14.2.6 Approved employees shall receive a notification of the effective date of the  
13 placement in the new classification. The effective date of hire within the position  
14 description shall be their seniority date. When two or more ~~bargaining unit-~~  
15 ~~member~~classified professionals have the same hire date within the classification their  
16 seniority shall be determined by lot.  
17

## 18 ARTICLE XV – LAYOFF AND REEMPLOYMENT

### 19 20 15.1 LAYOFF PROCEDURES

21  
22 For the purpose of this article, "class" refers to "position".  
23

24 15.1.1 ~~Bargaining unit member~~As provided for in Ed Code 88127, Classified professionals shall be  
25 subject to layoff for lack of work or lack of funds. ~~Whenever a bargaining unit member~~classified  
26 professional is laid off, the order of layoff within the class shall be determined by length of service.  
27 The ~~bargaining unit member~~classified professional who has been employed the shortest time in  
28 the class, plus higher classes, shall be laid off first. Reemployment shall be in the reverse order of  
29 layoff. "Layoff for lack of funds or layoff for lack of work" includes any reduction in hours of  
30 employment or assignment to a class or grade lower than that in which the ~~bargaining unit-~~  
31 ~~member~~classified professional has permanence, voluntarily consented to by the ~~bargaining unit-~~  
32 ~~member~~classified professional, in order to avoid interruption of employment by layoff.  
33

34 15.1.2 For purpose of this provision only, the term "class" and "higher classes" shall refer to those  
35 classes of this agreement, in which the ~~bargaining unit member~~classified professional has  
36 permanent status. Permanence is defined in Article XII of this contract (See Appendix F, Job Classes  
37 for all Classified Positions).  
38

39 15.1.3 Prior to any final layoff notices being sent to those ~~bargaining unit member~~classified  
40 professionals who have ~~the least seniority by class within the District~~been employed the shortest  
41 time within the class, the District shall notify the more senior bargaining unit memberthe classified  
42 professionals with greater seniority by class will be notified by the District that their~~whose~~  
43 positions have been reduced or eliminated and that they must elect one of the following within  
44 five (5) working days of receipt of notice: 1) select the position vacated by the least senior

1 ~~bargaining unit member~~classified professional in the class; or 2) select a position in a lower class in  
2 which the ~~bargaining unit member~~classified professional previously held permanency and  
3 executing their bumping rights, bump the least senior and which is to be vacated by the least  
4 ~~senior bargaining unit member~~classified professional in the class; or 3) accept reduced hours (if  
5 any) in the current position in lieu of layoff; or 4) elect to be laid off.

6  
7 15.1.4 When a vacancy exists, a ~~bargaining unit member~~classified professional may take a  
8 voluntary demotion or voluntary reduction in assigned time in lieu of layoff, provided that such  
9 ~~bargaining unit member~~classified professional is qualified to perform the duties of the position,  
10 and provided further that the District approves such demotion or reduction in hourtime. Such  
11 approval shall not be withheld by the District for arbitrary or capricious reasons. Upon the  
12 employee's request the District shall provide a statement of its reasons for not reemploying the  
13 employee for the ensuing college year. Requests for filling a vacant position by lateral transfer  
14 shall be considered before addressing requests for voluntary demotion.

## 15 16 15.2 SENIORITY

### 17 Definitions

18  
19 Seniority by Date – the date of hire in a permanent position within the classified service within the  
20 District, less any periods of leaves without pay (i.e., suspension without pay as a result of  
21 disciplinary action, unpaid leave of absence for more than ninety (90) consecutive days, excluding  
22 active military leave).

23  
24 Seniority by Class (Position) – the date of hire with the first date of paid service within a class  
25 within the District and a permanent position, less any periods of leaves without pay (i.e.,  
26 suspension without pay as a result of disciplinary action, unpaid leave of absence for more than  
27 ninety (90) consecutive days, excluding active military leave).

28  
29 15.2.1 For purposes of this article seniority by class will be used to determine the order of layoff  
30 and reemployment in accordance with applicable California Education Code. ~~date of hire begins~~  
31 ~~with the first date of paid service within class in a permanent position.~~

32  
33 15.2.2 No seniority credit shall be earned during periods of separation from the service from the  
34 District, including layoff status, suspension without pay as a result of disciplinary action, or unpaid  
35 leave of absence for more than ninety (90) consecutive days excluding active military leave. If a  
36 ~~bargaining unit member~~classified professional has left the District and is rehired, seniority by date  
37 date of hire shall begin on the date of rehire within the District~~class~~ in a permanent position.

38  
39 ~~15.2.3 In case of two (2) or more bargaining unit members having identical seniority, the seniority~~  
40 ~~shall be determined by lot.~~

41  
42 15.2.34 The seniority list shall be prepared and posted in two (2) segments: the first shall be  
43 an alphabetical listing by ~~bargaining unit member~~classified professional name together with date

1 of hire status in each class and higher class(es); the second shall be a listing by class with each  
2 ~~bargaining unit member~~classified professional ranked within the class on basis of date of hire.

3  
4 15.2.45 The seniority lists shall be updated and posted at the end of each fiscal year and  
5 ~~normally thirty forty-five (4530) days in advance of a layoff, but in any circumstance at least two~~  
6 ~~(2) weeks prior to the effective date of any layoff.~~ The Association shall receive a copy at the time  
7 of posting.

### 8 9 15.3 NOTICE OF LAYOFF

10  
11 15.3.1 When as a result of the expiration of a specially funded program, ~~bargaining unit~~  
12 ~~member~~classified professionals' positions must be eliminated at the end of any school year, and  
13 ~~unit member~~employees shall be subject to layoff for lack of funds, the ~~bargaining unit~~  
14 ~~member~~employees to be laid off at the end of such school year shall be given written notice not  
15 less than 60 days on or before April 29 informing them of their layoff effective at the end of such  
16 school year and of their displacement rights, listed in Article 15 and Ed. Code 88017, if any, and  
17 reemployment rights.

18  
19 However, if the termination date of any specially funded program is other than June 30, such  
20 notice shall be given not less than sixty (60) days prior to the effective date of their layoff.

21  
22 15.3.2 When, as a result of a bona fide reduction or elimination of the service being performed by  
23 any department, per Ed. Code 88017 ~~bargaining unit member~~classified professionals shall be  
24 subject to layoff for bona fide lack of funds or reduction in services. Affected ~~bargaining unit~~  
25 ~~member~~classified professionals shall be given notice of layoff by March 15 preceding the  
26 academic year in which the lay-off is to become effective and informed of their displacement  
27 rights, if any, and reemployment rights.

28  
29 15.3.3 Nothing herein provided shall preclude a layoff for lack of funds in the event of an actual  
30 and existing financial inability to pay salaries of ~~bargaining unit member~~classified professionals,  
31 nor layoff for lack of work resulting from causes not foreseeable or preventable by the District's  
32 Governing Board, without the notice required by aforementioned subsections.

33  
34 15.3.4 The layoff notice shall contain: a statement of the effective date of layoff; a statement of  
35 "bumping rights," reemployment and unemployment benefits rights; a statement of seniority  
36 posting information; and reason for layoff.

### 37 38 15.4 REEMPLOYMENT AND OTHER RIGHTS

39  
40 15.4.1 ~~Bargaining unit member~~Classified professionals laid off because of lack of work or lack of  
41 funds are eligible for reemployment for a period of thirty-nine (39) months and shall be  
42 reemployed in preference to new applications. In addition, such ~~bargaining unit member~~classified  
43 professionals laid off have the right to apply and be interviewed for positions within the District  
44 during the period of thirty-nine (39) months.

1  
2 15.4.2 ~~Bargaining unit member~~Classified professionals who take voluntary demotions or voluntary  
3 reductions in assigned hourstime in lieu of layoff or to remain in their present positions rather  
4 than voluntarily be reclassified or reassigned, shall be granted the same rights as ~~bargaining unit-~~  
5 ~~member~~classified professionals who were laid off and shall retain eligibility to be considered for  
6 reemployment for an additional period of twenty-four (24) months; provided, that the same tests  
7 of fitness under which they qualified for appointment to the class shall still apply.

8  
9 15.4.3 ~~Bargaining unit member~~Classified professionals who take voluntary demotions or voluntary  
10 reductions in assigned hourstime in lieu of layoff shall be, at the option of the ~~bargaining unit-~~  
11 ~~member~~classified professional, returned to a position in their former class or to positions with  
12 increased assigned time as vacancies become available, and without limitation of assigned  
13 hourstime.

14  
15 15.4.4 ~~Bargaining unit member~~Classified professionals who have had their hours reduced  
16 pursuant to 15.4.2 and 15.4.3 shall be placed on the reemployment lists and shall be considered  
17 for employment.

18  
19 All ~~bargaining unit member~~classified professionals on the reemployment list shall have the right to  
20 apply and be interviewed for positions vacant during their reemployment period.

21  
22 15.4.5 A ~~bargaining unit member~~classified professional may refuse an offer of reemployment to a  
23 specific position for which eligible; however, refusal of ~~threetwo~~ (32) offers of reemployment to  
24 the classification from which laid off shall automatically cause removal from the list and the loss of  
25 any reemployment rights.

26  
27 15.4.6 A ~~bargaining unit member~~classified professional laid off from the District may maintain the  
28 health and welfare benefits for a period of two (2) months from the last date of paid status.

29  
30 15.4.7 Whenever a layoff occurs, subsequent vacancies within a classification affected by the  
31 layoff shall be filled first by assignment from within the class, then from the reemployment list,  
32 and then through promotion.

33 15.4.8 If the District utilizes substitutes, ~~bargaining unit member~~classified professionals who have  
34 been laid off shall be used as substitutes if such ~~bargaining unit member~~classified professionals  
35 request placement on the substitute roster.

36  
37 15.4.9 For the purpose of Section 15.4.7 prior to considering any applications from the  
38 ~~public nonemployment status ("off-campus")~~, the District shall give first preference to applications  
39 from the reemployment list. Of all those applicants who are equally qualified, the most senior of  
40 those equally qualified shall be selected, except in cases where one of the equally qualified  
41 applicants is from the reemployment list, in which case the most senior qualified applicant from  
42 the reemployment list shall be selected.

1 The above provision is intended to be implemented only when there are no ~~bargaining unit~~  
2 ~~memberclassified professional~~s eligible for reemployment in a class from which they have been  
3 laid off.  
4

5 15.4.10 Offers of reemployment shall be made via the U.S. Mail Service, Certified Return Receipt,  
6 or email on file for the employee. The reemployment email ~~and~~ shall include the specific position  
7 and/or hours being offered, the rate of pay, level of benefits, a current job description, and a  
8 mechanism for acceptance or refusal of the offer of reemployment within the prescribed time  
9 limit, and a place for the ~~bargaining unit memberclassified professional~~'s signature. Failure to  
10 postmark, or email return within ten (10) working days from date of service of offer of  
11 reemployment shall be deemed a refusal of that offer of reemployment.  
12

13 15.4.11 Refusal of an offer of reemployment ~~less than~~ into a position lower than that held at time  
14 of layoff shall not constitute a refusal of reemployment.  
15

16 15.4.12 The District shall post the notice of vacancies for the "on-campus" and "reemployment  
17 list" unit members for a period of seven (7) working days at the main campus and at each  
18 Extended Education Site.  
19

20 15.4.13 Increased hours shall be offered to the most senior ~~bargaining unit memberclassified~~  
21 professional, who has been formerly reduced, from within the classification affected by the  
22 reduction and/or layoff.  
23

24 Increased hours over and beyond the level at the time of reduction shall be offered to the most  
25 senior ~~bargaining unit memberclassified professional~~ from the classification affected by the  
26 reduction and/or layoff.  
27

## 28 15.5 RETIREMENT AND LAYOFF 29

30 Notwithstanding any other provision of law, any ~~bargaining unit memberclassified professional~~  
31 who was subject to being, or was in fact, laid off for lack of work or funds and who elected service  
32 retirement from the Public Employees' Retirement System shall be placed on an appropriate  
33 reemployment list. The District shall notify the Board of Administration of the Public Employees'  
34 Retirement System of the facts that retirement was due to layoff for lack of work or of funds. If the  
35 ~~bargaining unit memberclassified professional~~ is subsequently subject to reemployment and  
36 accepts, in writing, the appropriate vacant position, the District shall maintain the vacancy until  
37 the Board of Administration of the Public Employees' Retirement System has properly processed  
38 his/her request for reinstatement from retirement.  
39

## 40 15.6 MISCELLANEOUS PROVISIONS 41

42 15.6.1 This agreement shall not be construed as a waiver of the right of the Association to bargain  
43 over any future reduction in hours of ~~bargaining unit memberclassified professionals~~.  
44

1 15.6.2 Upon reemployment from layoff, a ~~bargaining unit member~~classified professional shall  
2 advance to the next step on the salary schedule on the ensuing July 1.

3  
4 15.6.3 In the event of reinstatement of a ~~bargaining unit member~~classified professional on layoff  
5 or reduction, all sick leave accumulation shall be credited back to the ~~bargaining unit~~  
6 ~~member~~classified professional up to twenty-four (24) months of layoff.

7  
8 15.6.4 It is the intent of the parties that the District has the right to direct the work force in order  
9 to provide services; and in providing such services, it is the intent that the utilization of non-  
10 bargaining unit persons shall not result in the arbitrary or capricious displacement of laid-off or  
11 reduced ~~bargaining unit member~~classified professionals, or the arbitrary or capricious denial of  
12 recall rights of ~~bargaining unit member~~classified professionals on the recall list.

13  
14 15.7 ERRONEOUS LAYOFF

15 Any ~~bargaining unit member~~classified professional who is erroneously laid off, in accordance with  
16 this article, shall be reemployed immediately upon discovery of the error and shall be reimbursed  
17 for all loss of salary and benefits.

18  
19 ARTICLE XVI – GRIEVANCE PROCEDURE

20  
21 16.1 INTRODUCTION

22  
23 Grievances shall be submitted by the Association or an individual ~~bargaining unit member~~classified  
24 professional. ~~Bargaining unit member~~Classified professionals may informally discuss any grievable  
25 matter with their immediate supervisor individually, without consulting the Association, at any  
26 time. The Association shall submit grievances to the District in accordance with the procedures  
27 stated in this Article.

28  
29 16.2 DEFINITIONS

30  
31 16.2.1 Grievance: a dispute on the interpretation, application, or violation of the terms of the  
32 collective bargaining agreement. A formal grievance shall state the article(s) of the contract  
33 impacted, the circumstances alleged to violate the article(s), and the proposed remedies.

34  
35 16.2.2 Grievant: any individual ~~bargaining unit member~~classified professional, group of ~~bargaining~~  
36 ~~unit member~~classified professionals, or the Association alleging a violation of the collective  
37 bargaining agreement.

38  
39 16.2.3 Business day: any day during which the District’s administrative offices are in operation.

40  
41 16.2.4 The Association: the California School Employees’ Association, Chapter 381 Shasta College.

1 16.2.5 Supervising administrator: the administrator assigning work and evaluating performance  
2 for a ~~bargaining unit member~~classified professional or an administrator in the line of authority  
3 above the immediate supervisor, up to the appropriate Vice President or Associate Vice President.  
4

5 16.3 TIMELINESS  
6

7 A grievance shall be submitted for informal resolution within twenty (20) business days of the  
8 contested action occurring, unless the ~~bargaining unit member~~classified professional can  
9 demonstrate they could not have reasonably known of the action. Grievances submitted beyond  
10 twenty (20) business days of the contested action shall be denied as untimely. The District may  
11 take action to resolve the underlying concerns of an untimely grievance outside this process.  
12

13 Any failure by the Association to meet the timelines stated in sections 16.4 and 16.5 shall result in  
14 the immediate withdrawal of the grievance. The District shall not be obligated to resolve any  
15 grievance withdrawn due to timeliness.  
16

17 Any failure by the District to meet the timelines stated in sections 16.4 and 16.5 shall give the  
18 Association the right to proceed to the next step in the procedure.  
19  
20  
21  
22

23 16.4 INFORMAL RESOLUTION  
24

25 The Association shall submit the grievance, orally, to the impacted ~~classified professional's unit~~  
26 ~~members'~~ immediate supervisor or the appropriate supervising administrator. If the grievance is  
27 not resolved informally within five (5) business days, the grievance may proceed formally. The  
28 ~~bargaining unit member~~classified professional and supervising administrator may mutually agree  
29 to extend the timeline for informal resolution up to ~~thirty~~twenty (~~30~~20) business days.  
30

31 16.5 FORMAL GRIEVANCE PROCEDURES  
32

33 16.5.1 LEVEL ONE  
34

35 16.5.1.1 The Association shall submit a formal grievance within ~~ten~~five (~~10~~5) business days of the  
36 failure to agree to informal resolution, unless the timeline is extended through mutual agreement  
37 as stated in section 16.4. The grievance shall be submitted in writing to the classified  
38 ~~professional's unit members'~~ supervising administrator, with copies to the appropriate Vice  
39 President or Associate Vice President and the Associate Vice President of Human Resources.  
40

41 16.5.1.2 The supervising administrator shall submit a written response to the Association within  
42 ten (10) business days of receiving a timely grievance. The supervising administrator may request a  
43 meeting to clarify any aspect of the grievance and/or discuss potential remedies. If the Association  
44 does not believe the response resolves the grievance, it may proceed to level two.

1  
2 **16.5.2 LEVEL TWO APPEAL**  
3

4 The Association shall submit the level two appeal within ten (10) business days following receipt of  
5 the level one response. The appeal shall be submitted to the appropriate Vice President or  
6 Associate Vice President with a copy to the Associate Vice President of Human Resources in  
7 writing. The appeal must state the reasons the Association believes the level one response fails to  
8 resolve the grievance or provide adequate justification for denying the grievance.  
9

10 The appropriate Vice President or Associate Vice President shall submit a written response to the  
11 Association within ten (10) business days of receiving a timely appeal. The Vice President may  
12 request a meeting to clarify any aspect of the grievance and/or discuss potential remedies. If the  
13 Association does not believe the response resolves the grievance, it may proceed to level three.  
14

15 **16.5.3 LEVEL THREE APPEAL**  
16

17 The Association shall submit the level three appeal within ten (10) business days following receipt  
18 of the level one response. The appeal shall be submitted to the Superintendent/President with a  
19 copy to the Associate Vice President of Human Resources in writing. The appeal must state the  
20 reasons the Association believes the level two response fails to resolve the grievance or provide  
21 adequate justification for denying the grievance.  
22

23 The Superintendent/President shall submit a written response to the Association within ten (10)  
24 business days of receiving a timely appeal. The Superintendent/President may request a meeting  
25 to clarify any aspect of the grievance and/or discuss potential remedies. If the Association does  
26 not believe the response resolves the grievance, it may proceed to level four.  
27

28 **16.5.4 LEVEL FOUR - ARBITRATION**  
29

30 **16.5.4.1** The Association may request to submit the grievance for nonbinding arbitration when it  
31 believes the grievance and appeal process have failed to adequately resolve the issue. The request  
32 for nonbinding arbitration shall be submitted to the Superintendent/President in writing within  
33 ten (10) business days of the date of the response to the level three appeal.  
34

35 **16.5.4.2** The District and the Association shall submit a joint request for a list of arbitrators to the  
36 State Mediation and Conciliation Service. The District and Association must sign the request within  
37 ten (10) business days of the Association's request for Arbitration. If the Association fails to  
38 endorse the request within ten (10) business days, the grievance shall be withdrawn and no  
39 further action shall be taken.  
40

41 **16.5.4.3** Within ten (10) business days of receiving the list of arbitrators, the District and the  
42 Association shall mutually agree on an arbitrator or mutually agree to request a new list of seven  
43 (7) arbitrators. The arbitrator shall be selected by the alternate striking method. The Association  
44 shall make the first strike for the first grievance advancing to arbitration after the effective date of

1 this agreement. The District shall make the first strike for the second grievance advancing to  
2 arbitration after the effective date of this agreement. The Association and District shall alternate  
3 making the first strike on all subsequent grievances.

4  
5 16.5.4.4 The District and Association agree the arbitration award resulting from this procedure  
6 shall be advisory and nonbinding on all parties. The costs of arbitration shall be borne equally by  
7 the Association and the District.

8  
9 16.6      GENERAL PROVISIONS

10  
11 16.6.1 Failure to Meet Timelines

12  
13 If the Association fails to meet a timeline under any step in this Article, the grievance shall be  
14 deemed withdrawn. If the District fails to meet a timeline under any step in this Article, the  
15 grievance may proceed to the next step.

16  
17 16.6.2 Retroactive Compensation

18  
19 Any award of retroactive compensation shall be limited to the sixty (60) days in which the  
20 ~~bargaining unit member~~classified professional was in a paid status immediately preceding the  
21 initiation of Level Two of this grievance procedure.

22  
23 16.6.3 Resolutions to Grievances

24  
25 Resolutions to all grievances, at any level, shall be written and signed by the appropriate  
26 representatives of the District and the Association.

27  
28 ARTICLE XVII – WORKING CONDITIONS

29  
30 17.1      TRIP ASSIGNMENT

31  
32 Motor Pool Driver Technicians shall be assigned to trips, as needed, taking into consideration  
33 Interstate Commerce Commission regulations pertaining to hours of service. Trip assignments shall  
34 be distributed and rotated as equally as possible.

35  
36 17.2      STANDBY TIME

37  
38 17.2.1 Motor Pool Driver Technicians required to remain on standby for the duration of the event  
39 for which a trip is made shall be paid for all standby hours at their regular rate of pay. Any  
40 combination of driving and standby hours exceeding the established workday as defined in Section  
41 7.1 shall be compensated at the appropriate overtime rate based on the ~~bargaining unit~~  
42 memberclassified professional's regular rate of pay.

1 17.2.2 The Motor Pool Driver Technician shall provide the District employee officially in charge of  
2 an overnight trip a telephone number and location where they will rest overnight and may be  
3 contacted as needed.

4  
5 **ARTICLE XVIII – SAFETY CONDITIONS OF EMPLOYMENT**

6  
7 **18.1 DISTRICT COMPLIANCE**

8  
9 The District shall comply with, enforce, and inform ~~bargaining unit member~~classified professionals  
10 of all health and safety requirements required by District policies and operating procedures, state  
11 laws and regulations, and federal laws and regulations. ~~Bargaining unit member~~Classified  
12 professionals shall comply with all health and safety requirements related to their position.  
13 ~~Bargaining unit member~~Classified professionals shall notify an administrator of any suspected  
14 health and safety compliance issues impacting the District.

15  
16 Any required safety devices or equipment for a ~~classified employee~~bargaining unit position shall  
17 be provided by the District. A ~~bargaining unit member~~classified professional may request to use a  
18 personal safety device or equipment. The request must be approved by the supervising  
19 administrator and appropriate Vice President or Associate Vice President in writing before the  
20 ~~bargaining unit member~~classified professional may use the device or equipment.

21  
22 All ~~bargaining unit member~~classified professionals must complete assigned safety trainings,  
23 including online trainings, within ten (10) business days of assignment or the due date stated at  
24 the time of assignment.

25  
26 **18.2 AIR QUALITY MONITORING AND RESPONSE TO WILDFIRE IMPACTS**

27  
28 The District will comply with all Cal/OSHA requirements for Air Quality and monitoring.

29  
30 **ARTICLE XIX – MISCELLANEOUS PROVISIONS**

31  
32 19.1 If any provision of this contract or application is found invalid by an authorized authority,  
33 the remainder of this contract and its application shall not be affected.

34  
35 19.2 During the term of this agreement ~~bargaining unit member~~classified professionals shall not  
36 engage in a strike, work stoppage, or concerted slowdown; and the District shall not engage in a  
37 lockout.

38  
39 19.3 During the term of this agreement, except as provided herein, the Association expressly  
40 waives and relinquishes the right to meet and negotiate. The Association and District agree neither  
41 side shall be obligated to meet and negotiate with respect to any subject or matter without  
42 mutual agreement. This clause applies whether or not the subject or matter is referred to or  
43 covered in this agreement. This clause applies whether or not the subject or matter was known or  
44 contemplated by the District or the Association during negotiations on this agreement. This clause

1 applies to all subjects or matters proposed and withdrawn during the negotiations on this  
2 agreement. This provision does not allow the District to engage in unilateral changes of mandatory  
3 subjects of bargaining on issues which have not been negotiated by the parties.  
4

5 19.4 Except as otherwise agreed to in this agreement, the Association understands and agrees  
6 the District retains all of its powers and authority to direct, manage, and control to the full extent  
7 of the law. The District’s duties and powers include, but are not limited to, the right to: determine  
8 the times and hours of operation; establish its educational policies, goals, and objectives; ensure  
9 the rights and educational opportunities of students; determine staffing patterns and personnel  
10 requirements; maintain the efficiency of District operations; determine curriculum; build, move, or  
11 modify facilities; establish budget procedures and determine budgetary allocations; determine  
12 methods of raising revenue; contract out work as legally allowed under the education and  
13 government codes.  
14

15 **ARTICLE XX – EMPLOYER/EMPLOYEE RELATIONS COMMITTEE**  
16

17 20.1 The Association and District shall establish a committee to maintain constructive  
18 employer/employee relations.  
19

20 20.2 The committee shall meet no less than monthly or agreed upon schedule. Scheduled  
21 meetings may be canceled by mutual agreement, and additional meetings may be scheduled by  
22 mutual agreement.  
23

24 20.3 The committee shall establish a monthly agenda and shall maintain appropriate records of  
25 scheduled committee meetings.  
26

27 20.4 The sole purpose of the committee is to maintain a channel of communication between the  
28 District and the Association and discuss areas pertinent to employer/employee relations.  
29

30 20.5 The District and Association agree the committee is not intended to change provisions of  
31 this agreement. This article does not supersede the purpose and intent of Section 19.3.  
32

33 **ARTICLE XXI - NEGOTIATIONS**  
34

35 21.1 **TERM OF THE CONTRACT**  
36

37 The new term of the contract shall be from July 1, 20~~25~~<sup>22</sup> through June 30, 20~~28~~<sup>25</sup> and shall  
38 continue in effect year by year unless the parties wish to proceed in accordance with the  
39 Reopening Provisions as stated in Article 21.2. The District and Association negotiators shall meet  
40 on or before March 15 of the calendar year in which this contract expires to establish meeting  
41 dates for the year. The meetings may be modified by mutual consent.  
42

43 21.2 **REOPENING PROVISIONS**

