

MEMORANDUM OF UNDERSTANDING
By and Between
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
And
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT CHAPTER #291

September 10, 2024

Terms and Conditions: This Memorandum of Understanding is entered into by and between the San Bernardino Community College District (hereinafter, "District") and the California School Employees Association, and its Chapter #291, (hereinafter "Association"), collectively referred to as "the Parties".

The San Bernardino Community College District ("District") and the California School Employees Association agrees that the following articles were negotiated during the 2023-2026 Successor Negotiations:

- Preamble
- Article 6: Hours of Work and Overtime
- Article 7: Pay and Allowances
- Article 9: Layoff and Reemployment
- Article 12: Holidays
- Article 13: Evaluation Procedure
- Article 14: Leaves
- Article 15: Vacancies, Transfers, Voluntary Demotions, In-House or Promotional Only Recruitments
- Article 16: Personnel
- Article 17: Progressive Discipline
- Article 19: Vacations
- Article 25: Completion of Meet and Negotiation
- CSEA Contract Bargaining Agreement Appendices

The San Bernardino Community College District ("District") and the California School Employees Association agree that the following articles were not negotiated during the 2023-2026 Successor Negotiations and shall remain "status quo":

- Article 1: Recognition
- Article 2: Management Rights
- Article 3: No Discrimination
- Article 4: Dues and Organizational Security
- Article 5: Rights of Association and Members
- Article 8: Unit Member Expenses and Materials
- Article 10: Health and Welfare Benefits
- Article 11: Long Service Recognition
- Article 18: Grievance Procedure
- Article 20: Health Service, Continuation After Retirement
- Article 21: Severability
- Article 22: Effect of Agreement
- Article 23: Safety
- Article 24: Classified Staff Teaching Part-Time

This agreement is subject to all approval required by the CSEA 610 Policy and the District.

For the District



Kristina Hannon, SBCCD
Vice-Chancellor, Human Resources,
Payroll & Police Services

For CSEA



Ernest Gullen, President CSEA #291



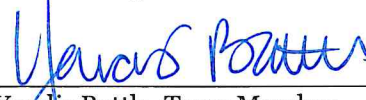
Noah Snyder, CSEA LRR



Diana Vaichis, Team Member

Kevin Limoges

Kevin Limoges, Team Member



Yendis Battle, Team Member



Cedrick Wrenn, Team Member

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BOARD OF TRUSTEES APPROVAL:
CSEA RATIFICATION:

The San Bernardino Community College District complies with all state and federal rules and regulations and does not discriminate on the basis of race, color, national origin, gender, or disability. This holds true for all DISTRICT employment and opportunities. Harassment of any unit member/student with regard to race, color, national origin, gender, or disability is strictly prohibited. Inquiries regarding compliance and/or grievance procedures may be directed to the DISTRICT's Title IX Officer and/or Section 504/ADA Coordinator. The Title IX Officer and/or Section 504/ADA Coordinator is the Vice Chancellor of Human Resources, or designee, The Office of Human Resources, 550 E. Hospitality Lane, Suite 200, San Bernardino, CA 92408, (909) 388-6950.

BOARD OF TRUSTEES APPROVAL:
CSEA RATIFICATION:

PREAMBLE

This is an Agreement made and entered into on the 1st day of ~~July 2020~~ [To be inserted following ratification by both parties], between the San Bernardino Community College District, hereinafter referred to as DISTRICT, and California School Employees Association and its Chapter #291, hereinafter referred to as ASSOCIATION. Reference to the PARTIES shall include both the DISTRICT and the ASSOCIATION.

Unless specifically addressed in this Agreement, all provisions of the current Collective Bargaining Agreement shall remain in full force and effect.

Unless otherwise noted in the Agreement (e.g. a reference to calendar days”), reference to “day(s)” shall mean a business day, defined as a weekday (Monday – Friday) with the exception of District holidays as identified in the District’s Non-Academic Calendar (click [here](#) for Non-Academic Calendar).

BOARD OF TRUSTEES APPROVAL:
CSEA RATIFICATION:

ARTICLE 1: RECOGNITION

- 1.1 **ACKNOWLEDGMENT.** The DISTRICT recognizes the ASSOCIATION as the exclusive representative for all classified unit members except those positions identified in **Appendix A**, of this Agreement.
- 1.2 The DISTRICT agrees to adhere to Education Code Section 88003.1 and the ASSOCIATION retains the right to negotiate. The ASSOCIATION will be provided evidence that all conditions are met:
- 1.2.1 The Board of Trustees or contracting agency clearly demonstrates that the proposed contract will result in actual overall cost savings to the DISTRICT provided that:
- a. In comparing costs, there shall be included the DISTRICT'S additional cost of providing the same service as proposed by a contractor. These additional costs shall include the salaries and benefits of additional staff that would be needed and the cost of additional space, equipment, and materials needed to perform the function.
 - b. In comparing costs, there shall not be included the DISTRICT'S indirect overhead costs unless these costs can be attributed solely to the function in question and would not exist if that function was not performed by the DISTRICT. Indirect overhead costs shall mean the pro-rata share of existing administrative salaries and benefits, rent, equipment costs, utilities, and materials.
 - c. In comparing costs, there shall be included in the cost of a contractor providing a service any continuing DISTRICT costs that would be directly associated with the contracted function. These continuing DISTRICT costs shall include, but not be limited to, those for inspection, supervision, and monitoring.
- 1.2.2 Proposals to contract out work shall not be approved solely on the basis that savings will result from lower contractor pay rates or benefits. Proposals to contract out work shall be eligible for approval if the contractor's wages are at the industry's level and do not undercut DISTRICT pay rates.
- 1.2.3 The contract does not cause the displacement of DISTRICT unit members. The term "displacement" includes layoff, demotion, involuntary transfer to a new classification, involuntary transfer to a new location requiring a change of residence, and time base reductions. Displacement does not include changes in shifts or days off, nor does it include reassignment to other positions within the same classification and general location or employment with the contractor, so long as wages and benefits are comparable to those paid by the school DISTRICT.
- 1.2.4 The savings shall be large enough to ensure that they will not be eliminated by the private sector and DISTRICT cost fluctuations that could normally be expected during the contracting period.
- 1.2.5 The amount of savings clearly justifies the size and duration of the contracting agreement.

- 1.2.6 The contract is awarded through a publicized, competitive bidding process.
- 1.2.7 The contract includes specific provisions pertaining to the qualifications of the staff that will perform the work under the contract, as well as assurance that the contractor's hiring practices meet applicable nondiscrimination standards.
- 1.2.8 The potential for future economic risk to the DISTRICT from potential contractor rate increases is minimal.
- 1.2.9 The contract is with a firm. A "firm" means a corporation, limited liability company, partnership, nonprofit organization, or sole proprietorship.
- 1.2.10 The potential economic advantage of contracting is not outweighed by the public's interest in having a particular function performed directly by the DISTRICT.
 - a. Notwithstanding any other provision of this CHAPTER, personal services contracting shall also be permissible when any of the following conditions can be met:
 - i. The contract is for new DISTRICT functions and the legislature has specifically mandated or authorized the performance of the work by independent contractors.
 - ii. The services contracted are not available within the DISTRICT, cannot be performed satisfactorily by DISTRICT unit members, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the DISTRICT.
 - iii. The services are incidental to a contract for the purchase or lease of real or personal property. Contracts under this criterion, known as "service agreements" shall include, but not be limited to, agreements to service or maintain office equipment or computers that are leased or rented.
 - iv. The policy, administrative, or legal goals and purposes of the DISTRICT cannot be accomplished through the utilization of persons selected pursuant to the regular or ordinary hiring process. Contracts are permissible under this criterion to protect against a conflict of interest or to ensure independent and unbiased findings in cases where there is a clear need for a different, outside perspective. These contracts shall include, but not be limited to, obtaining expert witnesses in litigation.
 - v. The nature of work is such that the criteria for emergency appointments apply. "Emergency Appointment" means an appointment made for a period not to exceed sixty (60) working days either during an actual emergency to prevent the stoppage of public business or because of the limited duration of the work. The method of selection and the qualification standards for an emergency employee shall be determined by the DISTRICT. The frequency of appointment, length of employment, and the circumstances appropriate for the appointment of firms or individuals under emergency appointments shall be restricted so as to

prevent the use of emergency appointments to circumvent the regular or ordinary hiring process.

- vi. The contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the DISTRICT in the location where the services are to be performed.
- vii. The services are of such an urgent, temporary, or occasional nature that the delay incumbent in their implementation under the DISTRICT'S regular or ordinary hiring process would frustrate their very purpose.
- viii. This Section shall apply to personal service contracts entered into after January 1, 2003. This Section shall not apply to the renewal of personal services contracts subsequent to January 1, 2003, where the contract was entered into before January 1, 2003, irrespective of whether the contract is renewed or rebid with the existing contractor or with a new contractor.

ARTICLE 2: MANAGEMENT RIGHTS

- 2.1 It is understood and agreed that the DISTRICT retains all of its powers and authority to direct, manage, and control its operation as specified by and to the full extent of the law except as specified in this Agreement.
- 2.2 Included in, but not limited to, those duties and powers are the exclusive right to:
- determine the times and hours of operation;
 - determine the kind and levels of services to be provided and methods and means of providing them (refer to **Article 1**);
 - establish the educational policies, goals, and objectives;
 - ensure the rights and educational opportunities of students;
 - determine staffing patterns;
 - determine the number and kind of personnel required;
 - direct the work of unit members;
 - maintain the efficiency of DISTRICT operations;
 - determine the curriculum;
 - build, move or modify buildings and facilities;
 - establish budget procedures and determine budgetary allocation;
 - determine methods of raising revenue; and
 - determine the level of safety standards to comply with Federal and State requirements.

The DISTRICT also retains the right to hire, classify/reclassify, evaluate, promote, lay off, terminate, and discipline unit members.

- 2.3 The DISTRICT retains its right to amend, modify, or rescind policies and practices set forth in this Agreement in cases of emergency and to determine when an emergency exists. For the purpose of this Article, the term “emergency” shall mean a situation that could not have been reasonably foreseen and which when not acted upon might incur a loss of life or limb or serious damage to property such as a natural disaster, conflagration, epidemic, or work stoppage.
- 2.4 The exercise of these powers, rights, authority, duties, and responsibilities shall be directed by the DISTRICT; the adoption of policies, rules, regulations, and practices in furtherance thereof; and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the laws of the State of California.
- 2.5 The ASSOCIATION, on behalf of its unit members, agrees that it will not cause, encourage, participate in, or support any strike, boycotting, or work stoppage, or refuse to render services or to work at any time during the term of this Agreement. In the event of a violation of this Section by the ASSOCIATION and/or the unit members, the DISTRICT may, in addition to other remedies, discipline such unit members up to and including discharge. Unit members shall not be entitled to any benefits or wages whatsoever while they are engaged in a strike, work stoppage, or other interruption of work.

ARTICLE 3: NO DISCRIMINATION

- 3.1 It is understood and agreed that neither the DISTRICT nor the ASSOCIATION shall unlawfully discriminate against any unit member because of rights guaranteed by the Educational Employment Relations Act. Such discrimination is subject to unfair practice procedures and shall not be grievable under **Article 18** of this Agreement.
- 3.2 **NON-DISCRIMINATION.** The DISTRICT and the ASSOCIATION agree to adhere to a policy of non-discrimination and to comply with all Federal and State laws, regulations, and mandates. To that end, no unit member shall be appointed, reduced, removed, or in any way favored or discriminated against because of their protected status as defined in the DISTRICT's Non-Discrimination policy.

ARTICLE 4: DUES AND ORGANIZATIONAL SECURITY

4.1 DUES DEDUCTIONS.

- 4.1.1 The ASSOCIATION has the sole and exclusive right to have unit member organization membership dues deducted by the DISTRICT for unit members.
- 4.1.2 **Payroll Deductions.** Upon written notification by the ASSOCIATION, the DISTRICT shall deduct the amount of ASSOCIATION dues, in accordance with the ASSOCIATION dues schedule, from the wages or salary of bargaining unit members and pay such dues to the ASSOCIATION. Any changes in the ASSOCIATION's base dues percentages or amounts will be submitted to the DISTRICT, in writing, thirty (30) days prior to the effective date of such changes. The ASSOCIATION shall also send the DISTRICT a copy of the notification of the increase that has been sent to all bargaining unit members.
- 4.1.3 The DISTRICT shall, without charge, pay to the ASSOCIATION within fifteen (15) days of the deduction, all sums so deducted.
 - 4.1.3.1 Along with each monthly payment to the ASSOCIATION, the DISTRICT shall without charge, furnish the ASSOCIATION with an alphabetical list of all unit members, identifying them by name, social security number, months per year in paid status and annual salary, and indicating the amount deducted.
- 4.1.4 **New Employee Orientation and Bargaining Unit Data / AB 119 MOU.** The DISTRICT and ASSOCIATION have agreed to an MOU implementing the provisions of AB 119, which is enclosed herein as **Appendix I** (MOUs) to this Collective Bargaining Agreement. The PARTIES AB 119 MOU includes provisions concerning employee orientation procedures and the regular provisions to the ASSOCIATION of classified bargaining unit data. The date, time, and place of any new employee orientation meeting shall not be disclosed to anyone other than DISTRICT employees, the ASSOCIATION representative, or any vendor contracted to provide a service at the orientation.
- 4.1.5 **Questions Regarding CSEA Membership or CSEA Dues.** The DISTRICT shall refer all unit member questions about CSEA membership or CSEA dues to the ASSOCIATION Chapter President. The DISTRICT shall rely upon written notification from the ASSOCIATION prior to processing any dues revocation request. The ASSOCIATION shall not unreasonably delay providing notice to the DISTRICT of any change in the employee's membership status.

- 4.2 **INDEMNIFICATION.** The ASSOCIATION agree(s) to indemnify and hold harmless the DISTRICT against any and all liabilities, claims, or actions which may be brought against the DISTRICT, the DISTRICT's Board of Trustees individually or collectively, or the DISTRICT's officers, unit members and/or agents, for any claims made by a unit member arising out of or in connection with this Article, including claims made due to payroll deductions made in reliance on information provided by the ASSOCIATION to the DISTRICT to cancel or change membership dues authorization, including reimbursement for all costs, expenses, fees and judgments incurred by the DISTRICT in providing an effective defense against all lawsuits or other legal proceedings, arising out of and in connection with this Article. The ASSOCIATION shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried, or appealed.
- 4.3 **OUT-OF-PAY STATUS.** The provision of **Section 4.1** shall not apply during periods when a unit member is in out-of-pay status for more than thirty (30) days. If a unit member is subsequently compensated for time originally or previously identified as out-of-pay status, the unit member's appropriate and regular representational dues or fees for this time shall be deducted and paid to the ASSOCIATION.

ARTICLE 5: RIGHTS OF ASSOCIATION AND MEMBERS

- 5.1 Nothing in this Agreement shall be construed to deny or restrict any unit member's rights provided under the Educational Employment Relations Act or other applicable state laws and regulations. The PARTIES recognize the right of unit members to join and participate in the legal activities of the ASSOCIATION, and the alternative right of unit members not to join the ASSOCIATION and participate in such activities.
- 5.2 The ASSOCIATION shall have the following rights in addition to any rights contained in other portions of this Agreement pursuant to the following:
- 5.2.1 **Access to Employee Work Area.** A reasonable number of ASSOCIATION representatives shall have the right of access to areas which unit members work during non-duty hours, such as lunch and rest periods, provided there is no undue interference with DISTRICT operations.
- 5.2.2 **Communication with Members.** The ASSOCIATION may use institutional bulletin boards, mailboxes, and other means of communication subject to reasonable regulations by the DISTRICT. Prior to posting on bulletin boards, a copy of the communication shall be furnished to the DISTRICT. All terms to be posted shall bear the date of posting and the name and authorization of the ASSOCIATION and shall be removed by the ASSOCIATION when applicability ceases.
- 5.2.3 **Use of District Facilities.** The ASSOCIATION has the right to use designated DISTRICT equipment, facilities, and buildings during non-duty hours, provided that advance permission is secured from the appropriate site administrator and all costs of materials are borne by the ASSOCIATION, unless waived by the Chancellor/or designee.
- The DISTRICT will provide the Chapter with permanent designated office space to conduct ASSOCIATION business at each DISTRICT site.
- 5.2.4 **Copies of the Contract.** The DISTRICT agrees to provide an electronic version and paper copies of this Agreement to all unit members after the execution of re-opener and successor contract agreements. The DISTRICT will furnish the ASSOCIATION with hard copies, by request. At the completion of each negotiation period, the DISTRICT and ASSOCIATION will agree on a date when contract copies will be distributed. All new unit members shall be provided a copy of this Agreement by the DISTRICT at the time of employment.
- 5.2.5 **Financial Information.** Upon request by the ASSOCIATION, the DISTRICT shall make available to the ASSOCIATION all public documents relating to finances which are relevant to the representation of the bargaining unit, including the CCFS 311, after adoption by the Board of Trustees.
- 5.2.6 **Assignment Information.** The DISTRICT shall make available within ten (10) working days of the start of Fall and Spring semester, and Summer term or upon initial employment of new unit members all public documents relating to work schedules. Including but not limited to first and last name of the unit member, job title, department, immediate supervisor (first and last name and job title), workdays of the workweek, and

beginning and end time of work shift.

a. All information requested will be provided through an excel file.

5.2.7 **Board Agenda.** The DISTRICT shall provide the ASSOCIATION President with a printed copy of the Board Book as well as copies of the agenda prior to the meetings of the Board of Trustees.

5.2.8 **Paid Release Time.**

5.2.8.1 **Presidential Paid Release Time.** The President of the ASSOCIATION or designee shall be granted six-hundred and fifty (650) hours of paid release time per fiscal year to be used for ASSOCIATION business. The President of the ASSOCIATION will be allowed to designate bargaining unit members other than the President to use portions of this allocation. The DISTRICT shall provide the ASSOCIATION the following release time to unit members:

- a. The Chapter President shall inform the Vice-Chancellor, Human Resources, or their designee, by email at least five (5) days in advance, when possible, prior to the release date and time.
- b. Any hours beyond the six-hundred and fifty (650) hours require approval of the DISTRICT.
- c. Any hours used by unit members as Presidential Paid Release Time shall be noted as "PRT" on the unit member's work report.

The ASSOCIATION shall be granted one (1) hour of release time per semester to meet with all bargaining unit members to conduct the business of the ASSOCIATION. The meetings may be scheduled during the workday as long as there is a two (2) week advance notice provided to the DISTRICT.

5.2.8.2 **Annual Conference Delegate Paid Release Time.** The ASSOCIATION shall have the right to paid release time for ASSOCIATION CHAPTER delegates to attend the ASSOCIATION annual conference. The actual number of delegates is based on the official CSEA guidelines as printed by the state office of the California School Employees Association, not to exceed seven (7) delegates.

- a. The Chapter President shall inform the Vice-Chancellor, Human Resources, or their designee, by email at least fifteen (15) days in advance, when possible, prior to the release date and time.
- b. Any hours used by unit members as Annual Conference Paid Release Time shall be noted as "ACRT" on the unit member's work report.

5.2.8.3 **State-Level Committee Paid Release Time.** The ASSOCIATION may use up to eighty (80) hours of paid release time per fiscal year for attendance at state-level

activities. This shall apply only to duly appointed state-level committee members who are members of the CHAPTER.

- a. The ASSOCIATION will furnish the DISTRICT with a list of appointed state-level committee members who are members of this CHAPTER within thirty (30) calendar days of the appointment.
- b. Authorized committee members shall submit an official notice of ASSOCIATION related absence in writing to the DISTRICT at least five (5) working days, when possible, prior to the release date and time.
- c. Any hours beyond eighty (80) hours requires approval of the DISTRICT.
- d. Any hours used by unit members as State-Level Office Paid Release Time shall be noted as "SRT" on the unit member's work report.

5.2.8.4 Release Time for Grievance Processing. Reasonable paid time shall be used by the ASSOCIATION for grievance investigation or preparation. An authorized ASSOCIATION officer or representative shall be released from their regular work duties, with pay, when grievance resolution meetings are scheduled during regular working hours.

- a. The Chapter President or designee shall notify the Vice-Chancellor, Human Resources, or their designee of authorized Stewards who may request release time.
- b. Any hours used by unit members as Release Time for Grievance Processing shall be noted as "CRT" on the unit member's work report.
- c. For record-keeping purposes and so that coverage can be provided, unit members shall inform their immediate supervisor by email at least five (5) days in advance, when possible, prior to the release date and time.

5.2.8.5 Release Time for Negotiations Processing. The ASSOCIATION shall have the right to designate five (5) unit members who shall be given reasonable time without loss of compensation to prepare for and participate in matters of employer-employee relations. In addition, each ASSOCIATION negotiations team member will receive reasonable time for travel to and from the negotiations site and shall receive five (5) hours per week to work on proposals and/or counterproposals, not to include travel and scheduled break times. Additional time may be requested through the Vice-Chancellor of Human Resources. No more than one (1) person from a single department shall be appointed to the negotiating team. The Chapter President may designate additional unit members under this provision for the ASSOCIATION ratification processes for tentative agreements agreed to with the DISTRICT.

- a. Any hours used by unit members as Release Time for Negotiations Processing shall be noted as “CRT” on the unit member’s work report.
- b. Unit members shall inform their immediate supervisors by email at least five (5) days in advance, when possible, prior to the release date and time.

5.2.8.6 **Release Time for New Hire Employee Orientation.** Reasonable paid release time shall be used by the ASSOCIATION for the purpose of preparing and presenting information on CSEA membership at new hire employee orientations. When possible, an ASSOCIATION representative will be designated by the Chapter President to attend the DISTRICT scheduled orientation to be conducted.

- a. Any hours used by unit members as Release Time for New Hire Employee Orientation shall be noted as “NEO” on the unit member’s work report.
- b. Unit members shall inform their immediate supervisors by email at least five (5) days in advance, when possible, prior to the release date and time.

For purposes of this Article, the following shall define what a permanent unit member is:

- a. **PERMANENT UNIT MEMBER.** This shall mean completing their probationary period in their current classification and/or in the classification for which they were selected for an out-of-class assignment.

ARTICLE 6: HOURS OF WORK & OVERTIME

- 6.1 **WORK YEAR.** The standard work year for full-time unit members shall be two-hundred and sixty (260) working days. Any year that exceeds the standard two-hundred and sixty (260) working days (e.g., 261 or 262), the DISTRICT will calendar the additional day(s) as a non-contract day(s) before or after the Winter Recess period outlined in **Article 12**. During such years, the DISTRICT will provide notification to the ASSOCIATION on or before July 1st of the fiscal year affected.

WORKWEEK. The workweek for all full-time unit members shall consist of forty (40) hours within any seven (7) day period. The regular-standard workweek for full-time unit members shall be forty (40) hours on five (5) consecutive days, Monday through Friday, and the regular workday of eight (8) hours, exclusive of lunch. ~~The regular recurring seven (7) day workweek shall be Monday through Sunday. The DISTRICT may designate certain classified positions to a non-standard workweek that may commence on any day of the workweek other than a Monday and then continue for five (5) consecutive days based on the operational and departmental needs of the DISTRICT. These provisions do not restrict the extension of a regular-workday or workweek on an overtime basis when such is necessary to carry on the business of the DISTRICT. The DISTRICT may establish a ten (10) hour per day, four (4) consecutive days, forty (40) hours per workweek (4/10 workweek) for unit members in accordance with the provisions of Section 6.5.~~

- 6.2 **WORKDAY.** Each position in the unit shall be assigned a minimum number of assigned hours per day, days per workweek, and days per year. The DISTRICT may establish a workday of less than eight (8) hours or a workweek of less than forty (40) hours for all or any of its classified positions. The DISTRICT shall establish the specific hours of employment upon hire, including the beginning and ending times, for unit members at each work site.

6.2.1 SATURDAY OR SUNDAY WORKDAY. If any classified position requires a Saturday and/or Sunday workday, the DISTRICT shall solicit volunteers, selected based on highest seniority, to work that work schedule. If there are no volunteers, the DISTRICT will select unit members based on seniority within the classification and department requirements. The least senior department unit member within the affected classification meeting the reasonable requirements will be chosen first.

6.2.2 ALTERNATIVE WORK SCHEDULE. Permanent unit members may request an alternative work schedule by submitting an Alternative Work Request Form/Agreement (accessible on the DISTRICT intranet) to their immediate supervisor; however, such alternative work schedules are limited only to a 4/10 or 9/80 and shall not exceed one (1) fiscal year. The immediate supervisor shall notify the unit member of their decision to the request within ten (10) days of receipt. The decision of the immediate supervisor to deny or terminate an alternative work schedule is not subject to the grievance process by the unit member or CSEA, and the decision shall be final. The immediate supervisor may terminate a unit member's alternative work schedule upon five (5)

calendar days' notice. Specific conditions and work rules that the unit member must adhere to are outlined in the Alternative Work Request Form/Agreement.

- 6.3 **PERMANENT CHANGES TO WORK SCHEDULE.** The DISTRICT retains the right to schedule and to establish fixed starting and ending times for unit members based on the operational and department needs of the DISTRICT. Except in case of emergency circumstances (see Article 2.3), the unit member and the ASSOCIATION will be given a ~~The DISTRICT may change a unit member's permanent work schedule, beginning and ending times, provided that it gives the unit member and the ASSOCIATION twenty-one (21) calendar days' written notice using the Schedule Change Request Form (Appendix B) before any change in the unit member's work schedule, except in emergency circumstances (see Article 2.3).~~ At the unit member's request, the unit member, ASSOCIATION, and the DISTRICT agree to meet to discuss the reason for the proposed change. The reason for the proposed change shall not be arbitrary or capricious. ~~The immediate supervisor will complete a Schedule Change Request Form (Appendix B) and submit it to the Office of Human Resources. Any changes to a permanent schedule shall be mutually agreed upon by the DISTRICT and ASSOCIATION.~~
- 6.4 **ATTENDANCE RESPONSIBILITY.** Unit members are responsible for working all days not covered by authorized leaves of absence, being prepared and ready to start work at the designated time for their work shift, and completing their work shift in its entirety. The immediate supervisor shall meet with the unit members as needed to discuss any of their absenteeism and/or tardiness before initiating disciplinary action. Discipline includes, but is not limited to, (1) performance deficiencies conference, (2) written warning, (3) written reprimand, (4) suspension without pay, and (5) termination.
- 6.5 **4/10 SUMMER WORK SCHEDULE. ~~ALTERNATIVE WORK SCHEDULE.~~** As part of a district-wide effort to conserve resources, unless one of the PARTIES requests by March 1 of the calendar year that it not be implemented, the DISTRICT will activate a four-ten 4/10 summer work schedule between June and July of each year under the following conditions: ~~The DISTRICT shall notify the ASSOCIATION in writing of the intent to establish an alternate work schedule in accordance with Education Code Section 88040.~~
- 6.5.1. The DISTRICT will determine the dates of the 4/10 summer work schedule each year.
- 6.5.2. All unit members will work a ten (10) hour workday and forty (40) hour workweek; however, at their request, they may opt to use vacation in any combination to create a 4/8 or 4/9 workweek consistent with Article 19.
- 6.5.3. The standard 4/10 summer work schedule will be Monday- Thursday with the hours of operations determined by each specific DISTRICT/department, with the following exceptions;
- a. DISTRICT/departments that are required to serve the public and/or students (e.g., Child Development Centers, Police Department, KVCRC, Aquatic Center) Monday through Friday during the summer will provide staffing and remain open for five (5) days each week. Unit members in those departments will be required to maintain a five (5) day/week work schedule, forgoing the summer hours and keeping their five (5) day/week work schedule for the entire 4/10 summer work schedule period.

- b. Specific DISTRICT/department needs may require unit members to maintain a schedule other than the standard summer work schedule (e.g., custodial, IT); therefore, unit members shall be scheduled by mutual agreement between the immediate supervisor and the unit member involved. Such scheduling shall remain the same for the entire summer and may either provide for (1) scheduling all unit members for five (5) eight-hour days or (2) an alternate scheduling plan that gives unit members the option to work four (4) ten-hour days with either Monday or Friday as their unscheduled day. If a satisfactory agreement cannot be reached, the schedule will remain five (5) eight-hour days for all unit members in that department.

6.5.1 **Summer Workweek.** ~~It is the intent for all unit members to participate in the 4/10 schedule during the summer.~~

a. ~~The DISTRICT will notify the ASSOCIATION in writing by February 1st, of its intent to have the 4/10 workweek during the summer months. The ASSOCIATION shall notify the DISTRICT in writing within ten (10) working days of its intent to negotiate the beginning and ending dates, and such negotiations shall be completed no later than March 1st.~~

b. ~~Should there be a business need to exclude a department(s) from participating in the alternate 4/10 work schedule, the DISTRICT and the ASSOCIATION will meet to discuss the DISTRICT's proposal as early as possible.~~

- 6.6 For the purpose of computing the number of hours worked, the time during which the unit member is excused from work because of holidays, sick leave, vacation, compensatory time off, or other paid leaves of absence, shall be considered as time worked by the unit member; provisions of the Fair Labor Standards Act (hereinafter FLSA) shall be applied.

- 6.7 **LUNCH PERIODS.** Unit members on duty for four (4) consecutive hours or more shall be entitled to a duty-free lunch period. All unit members who are assigned a daily work schedule of six (6) hours or more shall be required to take a lunch period. The lunch period shall not be less than thirty (30) minutes nor more than sixty (60) minutes, and the immediate supervisor shall schedule the lunch period at or about the midpoint of a full-time unit member's work schedule. ~~Lunch periods and rest periods cannot be combined to shorten the workday.~~ Rest periods and lunch periods may not be combined, used during the first or last hour of the assigned workday, or used to shorten the workday.

- 6.8 **REST PERIODS.** Unit members whose regular work schedule is between three (3) and six (6) hours per day shall receive one (1) fifteen (15) minute rest period per day. Unit members whose regular work schedule is in excess of six (6) hours shall receive two (2) fifteen (15) minute rest periods per day. For each ten (10) hour shift, a unit member shall be entitled to two (2) twenty (20) minute paid breaks. The rest periods shall be designated by the immediate supervisor as near the midpoint of each pre-lunch and post-lunch work period as practicable, to accommodate the needs and efficiency of the DISTRICT. Unit members whose regular work schedule is three (3) hours or less shall not be afforded a rest period. Rest periods are duty-free, a part of the regular workday, and shall be compensated at the regular rate of pay. ~~Lunch periods and rest periods cannot be combined to shorten the workday.~~ Rest periods and lunch periods may not be combined, used during the first or last hour of the assigned workday, or used to shorten the workday.

- 6.9 **OVERTIME.** Overtime includes any time required to be worked in excess of the eight (8) hours

workday or forty (40) hour workweek for unit members working the regular 5/8 work schedule of five (5) days of eight (8) hours per day and forty hours per workweek. ~~in any one (1) workday, or any time required to be worked in excess of ten (10) hours in any one (1) workday during a 4/10 work schedule, or any time in excess of forty (40) hours in any seven (7) consecutive day work period or calendar week.~~ The unit member reserves the right to determine the type of compensation received.

- 6.9.1 The DISTRICT shall provide either compensation or compensatory time off as determined by the unit member at a rate equal to one and one-half (1.5) times the regular rate of pay for the unit member. The DISTRICT will advise the unit member with the reason why compensation or compensatory time off is given. This decision shall not be arbitrary or capricious. Provisions for compensatory time off shall be governed by **Section 6.9**.
- 6.9.2 The workweek for any unit member having an average workday of four (4) hours or more during the workweek shall consist of no more than five (5) consecutive working days. Unit members shall be compensated for any work directed by the DISTRICT to be performed on the sixth (6th) and seventh (7th) day at a rate equal to one and one-half (1.5) times the regular rate of pay of the unit member. Any unit member having an average workday of less than four (4) hours per day during a workweek shall, for any work required to be performed on the seventh (7th) day, be compensated at a rate equal to one and one-half (1.5) times the regular rate of pay of such unit member.
- 6.9.3 The authorization of any overtime shall rest with the DISTRICT management and any and all overtime must be received prior approval from the immediate supervisor. Unit members who repeatedly work unauthorized overtime and have been counseled may be subject to progressive discipline in **Article 17**. Scheduling of a unit member by their immediate supervisor that puts the unit member in overtime status, shall constitute authorization of that overtime.
- 6.9.4 All approved overtime hours must be reported monthly to the payroll office on the DISTRICT overtime timesheet form. All overtime earned must be paid no later than the next available pay cycle. Overtime shall be paid to the nearest one-quarter (1/4) hour increment.
- 6.9.5 The calculation of the regular rate of pay for overtime purposes shall include the monthly rate of pay as determined under **Article 7.1** plus one-twelfth (1/12) of any earned long service recognition pursuant to **Article 11**.
- 6.10 **OVERTIME DISTRIBUTION.** Overtime work shall be assigned as equally as is practical among qualified unit members in the same classification and department, taking into consideration the nature of the work to be performed and the needs of the DISTRICT. Assignment of overtime shall not be arbitrary or capricious.
 - 6.10.1 When there are two (2) or more unit members in the same classification and department, overtime shall be offered in the following order of priority:
 - a. On a rotational basis, based on seniority, determined by hire date, among those unit

members in the same classification and department who normally perform the work involved.

- b. When no unit member elects to work overtime, assignment shall be based on inverse order of seniority.

6.10.2 Where the assignment of overtime would constitute an undue hardship on the unit member and the unit member objects, the immediate supervisor shall attempt to identify other qualified unit members desirous of working overtime before directing such unit member to work overtime.

6.11 **COMPENSATORY TIME OFF IN LIEU OF OVERTIME.** Unit members may elect to earn compensatory time off in lieu of cash compensation for overtime work, **not to exceed a total of two hundred and forty hours (240) hours at any given time.** The unit member will notify their immediate supervisor of their election **to receive compensatory time in lieu of overtime** at the time the overtime is assigned. **Such notification shall be made to the immediate supervisor in writing, and such a decision is irrevocable.** The unit member reserves the right to determine the type of compensation received.

6.11.1 All overtime for which compensatory time is granted must be reported monthly to the payroll office on the Classified Contract Comp Timesheet. Compensatory time off shall be granted at the rate of one and one-half (1.5) times the number of overtime hours worked.

6.11.2 The DISTRICT shall total the number of hours of compensatory time off for each unit member on or about September 1st of a given year. The DISTRICT shall pay unit members in cash for all accumulated compensatory time accrued as of this date. Such payment is to be based on the unit member's rate of pay at the time compensatory time off was earned.

6.11.3 Unit members who request compensatory time off shall do so by submitting **a Classified Time Off Request Form (accessible on the DISTRICT intranet)** ~~compensatory time off request form~~ to their immediate supervisor for approval and shall be taken at a time which is least disruptive to DISTRICT operations. A unit member's request for compensatory time off must be responded to and answered by the immediate supervisor **within two (2) days** ~~forty-eight (48) hours~~ of its receipt. Every effort will be made by the DISTRICT to accommodate a unit member's request to take compensatory time.

ARTICLE 7: PAY AND ALLOWANCES

For purposes of this Article, the following shall define the different anniversary dates:

- a. **ANNIVERSARY DISTRICT HIRE DATE.** The date that a unit member is hired into a permanent position with the District.
- b. **ANNIVERSARY LONGEVITY DATE.** The date that a unit member is hired into a permanent position with the District, less any unpaid leaves for longer than 30 days at a time.
- c. **ANNIVERSARY SENIORITY/POSITION HIRE DATE.** The hire date that a unit member is hired and/or promoted into a new classification.
- d. **ANNIVERSARY STEP/INCREMENT DATE.** The date that a unit member advances to the next step on the salary step schedule.

7.1 **RATE OF PAY.** The DISTRICT will increase the Classified Salary Schedule approved by the Board of Trustees as follows:

- a. ~~Effective July 1, 2019, the current five (5) step salary schedule (A through E) will be increased by an additional one (1) step to a six (6) step salary schedule (A through F) as follows:~~
 - i. ~~Five (5) percent between steps A through E. Three (3) percent between steps E through F and two and a half (2.5) percent between ranges;~~
 - ii. ~~Ranges 16 and 17 will be removed; and~~
 - iii. ~~All step increases will be given to the unit members on their anniversary date with the DISTRICT.~~
- b. ~~For the fiscal year 2021-2022, the DISTRICT will provide all current unit members in paid status as of the date of notice to the DISTRICT of the ASSOCIATION Policy 610 approval, a one (1) time off salary schedule payment totaling four thousand dollars (\$4,000) payment shall be received no later than two (2) pay cycles following the notice.~~
- c. ~~Effective July 1, 2022, the salary schedule will increase by five percent (5) percent for all unit members. The increase shall not in any way prevent the ASSOCIATION or the DISTRICT from re-opening Article 7: Pay and Allowances for the 2022-2023 year as outlined in Article 25: Completion of Meet and Negotiations.~~
 - a) Effective July 1, 2023, the salary schedule will increase by four and a half percent (4.5%) for all bargaining unit members.

- b) CSEA recognizes the District's intent to investigate a funding model for the upcoming fiscal years and will entertain the mutual development of this model. CSEA or the District may re-open Article 7: Pay and Allowances for the 2024-2025 year as outlined in Article 25: Completion of Meet and Negotiations to view the formula and see the proportionate share that will be applied.

7.2 **SHIFT DIFFERENTIAL.**

- 7.2.1 **Sunrise Shift.** The regular assigned working hours on at least one (1) day of the normal five (5) day workweek begins at 5:00 a.m. or earlier. ~~Alternate~~**ive** work schedules such as **9/80 and 4/10** are excluded from receiving a sunrise differential. The DISTRICT shall pay a shift differential at the rate of one and a half (1.5) percent of a unit member's daily rate for a sunrise shift.
- 7.2.2 **Twilight Shift.** The regular assigned working hours on at least one (1) day of the normal five (5) day workweek go beyond 6:00 p.m. ~~Alternate~~**ive** work schedules such as **9/80 and 4/10** are excluded from receiving a twilight differential. The DISTRICT shall pay a shift differential at the rate of one and a half (1.5) percent of a unit member's daily rate for a twilight shift.
- 7.2.3 **Swing Shift.** The regular assigned working hours, on at least one (1) day of the normal five (5) day workweek, begins at 11:00 a.m. or later and goes beyond 7:30 p.m. **Alternative work schedules such as 9/80 and 4/10 are excluded from receiving a swing shift differential.** The DISTRICT shall pay a shift differential at the rate of two and a half (2.5) percent of the unit member's daily rate for a swing shift.
- 7.2.4 **Graveyard Shift.** The regular assigned working hours, on at least one (1) day of the **normally scheduled** five (5) day workweek begins at 7:00 p.m. or later and goes beyond 3:00 a.m. The DISTRICT shall pay a shift differential at the rate of five (5) percent of the daily rate for a graveyard shift.
- 7.2.5 **Split Shift.** The regular assigned working hours are split by a break of two (2) or more hours on at least one (1) day of the normal five (5) day workweek. The DISTRICT shall pay a shift differential at the rate of two and a half (2.5) percent of the unit member's daily rate for a split shift.
- 7.2.6 **Split Shift and Swing Shift.** Unit members must be concurrently working a split shift and a swing shift in accordance with the provisions of a split shift and a swing shift. The DISTRICT shall pay a shift differential at the rate of five (5) percent of the unit member's daily rate for a split shift and swing shift.
- 7.2.7 **Split Shift and Graveyard Shift.** Unit members must be concurrently working a split shift and a graveyard shift in accordance with the provisions of a split shift and a graveyard shift. The DISTRICT shall pay a shift differential at the rate of seven and a half (7.5) percent of the unit member's daily rate for a split shift and graveyard shift.

- 7.3 **SPECIAL COMPENSATION. ~~STIPENDS.~~ Special compensation** Stipends will be paid for services and/or skills a unit member provides the DISTRICT as listed below.

- 7.3.1 **Bilingual Premium.** The DISTRICT will pay a bilingual ~~stipend~~ premium of \$50.00 per month for each foreign language a unit member is required to verbally translate (the only approved foreign language at this time is Spanish and American Sign Language); ~~including American Sign Language (ASL).~~ Stipend Premium payments shall be retroactive to the month after successfully passing the examination.
- 7.3.1.1 **Bilingual Unit Members.** Unit members who desire to receive the bilingual ~~stipend~~ premium shall notify the DISTRICT of their intent to take the competency examination prescribed by the DISTRICT. The examination shall be offered annually in March. The DISTRICT reserves the right to determine the competency examination method that determines a member's ability to verbally translate and the examination's content for each premium skill set (moved from 7.3.2.1). Those unit members achieving a score of eighty (80) percent or higher shall be placed in an eligibility pool. ~~The eligibility pool list of up to sixty (60) unit members, will be provided to the ASSOCIATION during April of each year.~~ Once a unit member has been placed in the eligibility pool, they shall remain eligible for the remainder of their employment with the DISTRICT without further examinations required.
- 7.3.2 The DISTRICT and the ASSOCIATION will mutually agree upon the locations and the unit member(s) within the DISTRICT sites to receive the bilingual premium, which shall be limited to sixty (60) unit members. ~~for sixty (60) eligible members to receive the bilingual stipend. The DISTRICT reserves the right to determine the competency examination method that determines a member's ability to verbally translate and the examination's content for each stipend skill set.~~
- ~~7.3.2.1 **Bilingual Unit Members.** Unit members who desire to receive the bilingual stipend shall notify the DISTRICT of their intent to take the competency examination prescribed by the DISTRICT. The examination shall be offered annually in March. Those unit members achieving a score of eighty (80) percent or higher shall be placed in an eligibility pool. The eligibility pool list of up to sixty (60) unit members, will be provided to the ASSOCIATION during April of each year. Once a unit member has been placed in the eligibility pool, they shall remain eligible for the remainder of their employment with the DISTRICT without further examinations required.~~
- 7.3.2.2 In the event that more than one individual unit member is qualified within a designated area, the criteria for assignment will be:
- Needs of the department;
 - Proximity of the area(s) of service within the department designated by the DISTRICT;
 - Shift availability; and
 - Initial date of hire with the DISTRICT in the classified bargaining unit.

- 7.3.2.3 Once identified, such unit member(s) shall receive the ~~stipend~~ premium for a minimum of two (2) years unless they notify the DISTRICT and ASSOCIATION in writing that they choose to discontinue such service. Thereafter, the ~~stipend~~ premium will no longer be paid beginning with the first available payroll period after notification.
- 7.3.2.4 The DISTRICT shall offer the ~~stipend~~ premium to the next unit member in the eligibility pool based on the criteria listed in **Section 7.3.2.2** above assuming there are other unit members in the eligibility pool. Such practice will continue bi-annually thereafter. However, after the two (2) year period this clause does not preclude or limit unit members in any given area/department to receive this ~~stipend~~ premium for more than two (2) years to meet departmental needs.
- 7.3.2.5 Unit member(s) receiving the ~~stipend~~ premium shall continue to receive the ~~stipend~~ premium even if they are administratively transferred to a different assignment/location due to reorganization during the two (2) year period.
- 7.3.2.6 As the bilingual ~~stipend~~ premium is a negotiated benefit available to unit members in the classified unit, eligible unit member(s) shall be offered the opportunity to provide such service and be paid the ~~stipend~~ premium prior to permitting and/or requiring any other DISTRICT employee or volunteer outside the unit to provide such service regardless of whether such DISTRICT employee or volunteer receives additional compensation or not.
- 7.3.3 **Bi-Literate Unit Member Premium.** The DISTRICT will pay a bi-literate ~~stipend~~ premium of \$50.00 per month for each foreign language a unit member is required to translate or interpret written material (~~the only approved foreign language at this time is Spanish~~).
- 7.3.3.1 Unit members who desire to receive the bi-literate ~~stipend~~ premium shall notify the DISTRICT of their intent to take the competency examination prescribed by the DISTRICT. The examination shall be offered annually in March. ~~The DISTRICT reserves the right to determine the competency examination method that reflects the unit member's ability to translate/interpret and/or compose written material and the examination's content. The eligibility pool list of up to sixty (60) unit members, will be provided to the ASSOCIATION during April of each year. Those unit members achieving a score of eighty (80) percent or higher shall be placed on the list. Once a unit member has been placed on the list, they shall remain on the list for the remainder of their employment with the DISTRICT without further examinations required.~~ Those unit members achieving a score of eighty (80) percent or higher shall be placed in an eligibility pool. Once a unit member has been placed in the eligibility pool, they shall remain eligible for the remainder of their employment with the DISTRICT without further examinations required. (**moved from 7.3.1.1 and reworded**)
- 7.3.3.2 The DISTRICT and the ASSOCIATION will mutually agree upon the locations ~~and the unit member(s)~~ within the DISTRICT sites to receive the

bi-literate stipend premium, which shall be limited to sixty (60) unit members. The DISTRICT reserves the right to determine the competency examination method that reflects unit member's ability to translate/interpret and/or compose written material and the examination's content used to identify unit members who qualify for the stipend. (moved from 7.3.3.1 and reworded)

7.3.3.3 Once identified, such unit member(s) shall receive the stipend premium for a minimum of two (2) years unless they notify the DISTRICT and ASSOCIATION in writing that they choose to discontinue such service. Thereafter, the stipend premium will no longer be paid beginning with the first available payroll period after notification.

7.3.3.4 The DISTRICT shall negotiate with the ASSOCIATION which job classifications will receive the bi-literate stipend premium in April immediately after testing.

~~7.3.3.5 The DISTRICT and the ASSOCIATION will mutually agree upon the locations within the DISTRICT sites to receive the bi-literate stipend. The DISTRICT reserves the right to determine the competency examination method that reflects unit member's ability to translate/interpret and/or compose written material and the examination's content used to identify unit members who qualify for the stipend.~~

7.3.3.6 As the bi-literate stipend premium is a negotiated benefit available to unit members in the classified unit, eligible unit members shall be offered the opportunity to provide such service and be paid the stipend premium prior to permitting and/or requiring any other DISTRICT employee or volunteer outside the unit to provide such service regardless of whether such DISTRICT employee or volunteer receives additional compensation or not.

7.3.4 **Staff Development / Professional Growth Stipend.**

7.3.4.1 The staff development and professional growth programs are designed to encourage unit members to continue educational and professional development and to promote activities which will assist unit members in acquiring knowledge and skills necessary to maintain and improve job performance. The DISTRICT will promote opportunities for unit members to reach maximum levels of professional potential and provide training in specific technical knowledge and job-related skills.

7.3.4.1.1 All funding designated by the State of California specifically for Classified Professional Development shall be negotiated with the ASSOCIATION for the use of the funding. Funding sources include but not limited to:

- a. Classified School Employee Professional Development Block Grant Program

b. Professional Development Funds from the Funding Allocation Formula.

7.3.4.2 The DISTRICT and the ASSOCIATION shall ensure that an advisory committee is established pursuant to AB 2558 and composed of unit member representatives and shall include an appointed CSEA representative. Once the DISTRICT's development program is developed, upon request of either the DISTRICT or the ASSOCIATION, the PARTIES will meet to negotiate impact and effects.

7.3.4.3 To recognize and celebrate the accomplishments of classifieds contribution to the DISTRICT, the parties agree to the following:

- a. The DISTRICT will allocate one (1) week but no more than seven (7) days as Classified Week (CSEW) during the months of May or June and two (2) days; one (1) day in the month of August and one (1) day in the Month of January as In-Service Day;
- b. To encourage participation by all classified members the immediate supervisor and classified unit member will mutually agree to adjust the members work schedule to allow for participation in the above events; and
- c. All pay differentials that the unit member receives will not be altered by this schedule change.

7.4 **ENROLLMENT REIMBURSEMENT FEES FOR UNIT MEMBERS.** The DISTRICT shall reimburse permanent unit members employed at least twenty (20) hours per work week with one (1) year of service for credit courses, excluding community service courses, successfully completed with a grade of "C" or better at either of the two (2) DISTRICT campuses provided all of the following conditions are satisfied:

7.4.1 All classes must be taken outside of the regularly scheduled working hours of the unit member.

7.4.2 Only those classes offered by either of the two (2) DISTRICT campuses shall qualify for fee reimbursement.

7.4.3 To qualify for enrollment fee reimbursement, a unit member must present verification of successful completion of the course and out-of-pocket expense for enrollment fee(s) only.

7.4.4 Enrollment fee reimbursement shall be limited to the current enrollment fee per semester for each unit member.

7.4.5 All courses for which a unit member seeks tuition reimbursement must have prior approval by their immediate supervisor and then the Chancellor's designee. If the

request is denied, it may be appealed to the Chancellor. Forms can be found in **Appendix D** and on the DISTRICT website.

7.4.6 **Reimbursement.** Unit members on the classified unit member salary schedule shall be eligible for eighty (80) percent tuition cost reimbursement for courses completed outside of the DISTRICT with a grade of “C” or better which pertain to their classified position. Such reimbursement shall be actual costs not to exceed twenty-four (24) semester / thirty-six (36) quarter units of coursework per year. However, no tuition cost paid by the DISTRICT is to exceed on a per unit basis cost of similar coursework at the University of California.

- Only full-time unit members who have completed their probationary period shall be eligible for this benefit.
- All courses for which a unit member seeks tuition reimbursement must have prior approval by their immediate supervisor and the Chancellor’s designee. If the request to the immediate supervisor is denied, it may be appealed to the Chancellor’s designee.

7.5 **ENROLLMENT REIMBURSEMENT FEES FOR BENEFIT ELIGIBLE DEPENDENTS.** The DISTRICT shall reimburse benefit eligible dependents of unit members employed at least twenty hours (20) per workweek with one year of service for credit courses, excluding community service courses, successfully completed with a grade of “C” or better at either of the two (2) DISTRICT campuses provided all of the following conditions are satisfied:

- 7.5.1 Only those classes offered by either of the two (2) DISTRICT campuses shall qualify for fee reimbursement.
- 7.5.2 To qualify for enrollment fee reimbursement, the unit member or benefit eligible dependent must present verification of successful completion of the course and out-of-pocket expense for enrollment fee(s) only.
- 7.5.3 Enrollment fee reimbursement shall be limited to the current enrollment fee(s) per semester for each unit member and their eligible dependents.
- 7.5.4 Definition of Benefit Eligible Dependent includes a spouse, registered domestic partner or child. (1) Child up to age 19; (2) Child between age 19-25 if they attend school full-time (9+ units) or are more than fifty (50) percent financially dependent and are not married and reside with parent or are away at college; and (3) Disabled children over age 19.
- 7.5.5 During the term of this Agreement the parties agree to meet annually to review the annual allocation of \$75,000 for unit members to determine if adjustments are needed.

7.6 **PAYCHECKS.** All payroll warrants of unit members within the unit shall be itemized to include all deductions, subject to payroll procedures of the County Superintendent of Schools.

7.7 **FREQUENCY.** All unit members shall be paid once per month payable on the last working day of the month. The DISTRICT shall not be responsible for delays or errors caused by instrumentalities beyond its control, including the Office of the County Superintendent of Schools or the U.S. Mail.

7.8 **SPECIAL PAYMENTS.** Any payroll adjustment due to a unit member as a result of working out of class, re-computation of hours, or other reasons other than procedural errors shall be made by a supplemental check issued not later than the next regular pay period.

7.8.1 **Payroll Errors.** Payroll error includes any adjustment which affects the unit member's net pay. Whenever it is determined an error has been made in the wages of a unit member, the party identifying the error shall notify the other party in writing as soon as possible. ~~Following such notification, the error shall be corrected within five (5) workdays. In the event of an underpayment to the unit member, the DISTRICT will provide the unit member with a statement of the correction and payment within five (5) workdays.~~

Underpayment. In the event of District determination of an underpayment to the unit member, the DISTRICT will provide the unit member with a statement of the correction and payment within five (5) workdays. **No underpayment for which a correction must be made, shall exceed a period of three (3) years. (Reworded and moved up from below)**

Overpayment. In the event of an overpayment to the unit member, the unit member will be given a reasonable opportunity to meet with DISTRICT representatives to discuss the error. In the event that the DISTRICT and the unit member do not mutually agree to a repayment schedule, the DISTRICT will deduct a portion of the unit member's wages (not to exceed ten (10) percent of the monthly net salary) in subsequent months until the DISTRICT is fully reimbursed. An exception to the ten (10) percent deduction restriction shall be made when the unit member's employment in the DISTRICT is in the process of being or has been terminated or the full ten (10) percent deduction would cause undue hardship on the unit member.

~~In the event of any underpayment for which a correction must be made shall not be for more than (3) three years.~~

7.9 **PAYROLL ADJUSTMENT.** In the event of any salary adjustment due to unauthorized absences and/or overuse of any paid leave accrual indicated on a unit member's monthly absence report, the unit member shall be provided written notification via email detailing the adjustment amount no later than five (5) days before the pay date of the adjustment.

In the case of unauthorized leave, on the first occasion the immediate supervisor shall meet with the unit member to discuss the unauthorized leave(s) prior to the payroll adjustment. Unit members who repeatedly engage in unauthorized leave(s) and have previously had an informal discussion with their immediate supervisor may be subject to discipline in accordance with Article 17: Progressive Discipline.

(renumber from here)

7.10 **PROMOTION.** A promotion shall be defined as a unit member being moved to a higher classification with a corresponding higher starting salary for that higher classification. Unit members ~~granted a promotion~~ promoted shall be given a five (5) percent salary increase over their present salary and shall be placed on the step of the range of their new classification which most nearly corresponds to the five (5) percent increase but not less than such increase. If, however, the five (5) percent increase exceeds **Step F** on the range of the new classification, the unit member shall be placed on **Step F**. ~~The anniversary date for all unit members granted a promotion shall be the effective date of promotion.~~ If a unit member is eligible for a step increase in their old classification within ninety (90) days of the effective date of the promotion, such step increase shall be used for purposes of computing a five (5) percent promotional salary increase.

7.10.1 **Initial Placement of Promoted Unit Members.** A promoted unit member's previous experience may warrant a higher placement, which in no case exceeds Step C unless the provisions of **Section 7.9** apply. Unit members placed on Step A of the salary schedule will be advanced to Step B on the first of the month following six (6) complete months of service. Unit members who are initially placed on any step other than Step A will be advanced to the next step on the first of the month following twelve (12) complete months of service. All advancements thereafter will be on a yearly basis.

7.10.2 **Initial Placement of New Unit Members.** New unit members are placed on Step A of the salary schedule unless previous experience warrants a higher placement, which in no case exceeds Step C. Unit members placed on Step A of the salary schedule will be advanced to Step B on the first of the month following six (6) complete months of service. Unit members who are initially placed on any step other than Step A will be advanced to the next step on the first of the month following twelve (12) complete months of service. All advancements thereafter will be on a yearly basis.

7.11 **MINIMUM CALL-BACK TIME.** Any unit member called back from off-campus to perform services outside their regular hours shall receive a minimum compensation of three (3) hours for such services. This ~~S~~section shall not apply where such services are performed immediately preceding or succeeding the unit member's regular hours.

7.12 **WORKING OUT OF CLASS.** Any unit member required to work outside of their classification performing work outside the scope of their job duties for five (5) or more working days within a fifteen (15) calendar day period shall have their salary adjusted upward beginning with the first working day in the higher classification. ~~A unit member required to work out of class shall receive a five percent (5%) salary increase unless the increase exceeds the highest step of the higher classification, in which case the unit member shall be paid at the highest step. A unit member required to work out of class shall receive a five (5) percent salary increase.~~ Any ~~W~~working out of class assignments shall be limited to six (6) months unless the period is extended by mutual agreement by the DISTRICT and the ASSOCIATION.

- 7.12.1 Unit members required to work out of classification not within the bargaining unit shall have their salary adjusted to the rate of pay of the position that is not within the bargaining unit if it exceeds their current salary range. The DISTRICT and the ASSOCIATION shall meet and negotiate the effects.
- 7.13 **IN-SERVICE TRAINING.** The DISTRICT shall continue to support and provide an in-service training program. An ad hoc advisory committee established by the DISTRICT and including ASSOCIATION representatives shall continue to study training needs and recommend in-service programs. DISTRICT approved in-service training shall take place during regular working hours at no loss of pay or benefits to unit members. This shall also include ASSOCIATION provided trainings and workshops provided during classified appreciation week, days and calendared flex days.
- 7.14 **STEP PLACEMENT AFTER VOLUNTARY DEMOTION.** The salary of a unit member taking a voluntary demotion shall be placed at Step F of the new range unless Step F results in a salary increase over the unit member's old classification. In such case, the unit member shall be placed on the highest step in the new classification which would not result in a salary increase over the unit member's old classification (See Article 15.2).
- 7.15 **TAX DEFERRED STATUS FOR CONTRIBUTIONS.** The DISTRICT agrees to initiate tax- deferred status for PERS for all bargaining unit members in the PERS Retirement System.
- ~~7.16 **GOLD CARD.** When a unit member retires from the DISTRICT with at least fifteen (15) years of service, they shall be eligible to receive the benefits of the DISTRICT "Gold Card." The "Gold Card" allows the retiree to continue receiving College campus discounts offered to active unit members and a waiver of parking fees at all District sites/facilities.~~

ARTICLE 8: UNIT MEMBER EXPENSES AND MATERIALS

- 8.1 **UNIFORMS.** The DISTRICT shall pay the full cost of the purchase, lease, or rental of uniforms, equipment, identification badges, emblems, and cards required by the DISTRICT to be worn or used by unit members.
- 8.2 **PHYSICAL EXAMINATIONS.** The DISTRICT shall reimburse unit members for the cost, if any, of a physical examination required as a condition of continued employment under Education Code Section 88021.
- 8.3 **PARKING.** The DISTRICT will waive parking fees at all of their sites/facilities for CSEA unit members.
- 8.4 **MILEAGE.** Unit members who are pre-authorized in writing by the DISTRICT'S Office of Human Resources to use their vehicles on DISTRICT business shall be reimbursed for all miles required by the DISTRICT to be driven in the performance of assigned duties at a rate established by Board Policy for all DISTRICT employees.
- 8.5 **FOOD ALLOWANCE.** All unit members employed in the cafeteria shall be entitled to one (1) full meal during the working day for the price of fifty-five (55) cents, and a beverage and light snack at no cost during the morning and afternoon breaks.
- 8.6 **MEALS AND LODGING REIMBURSEMENT.** The DISTRICT shall reimburse unit members for the reasonable cost of meals and lodging in accordance with Board Policy, where the unit member is on authorized DISTRICT business requiring them to spend the night away from home.

ARTICLE 9: LAYOFF AND REEMPLOYMENT

9.1 LAYOFF.

- 9.1.1 **Reason for Layoff.** Pursuant to Education Code Section 88127, classified employees shall be subject to layoff for lack of work or lack of funds as determined by the DISTRICT. Education Code Section 88017 provides that layoff may result when a specially funded program expires.
- 9.1.2 **Notice of Layoff for General Funded Programs.** The DISTRICT shall send written notice of layoff following the decision of the Board of Trustees adoption of the layoff to the affected unit member(s) and the ASSOCIATION no later than March 15th, that a unit member's services will not be required for the ensuing year due to lack of work or lack of funds. This written notice of layoff shall be sent by certified mail, return receipt requested, electronic mail, or delivered in-person to the affected unit member(s) by the DISTRICT. Affected unit member(s) shall be informed of the reason for layoff, their displacement rights, if any, statement of seniority, and reemployment rights with copies of the letters provided to the ASSOCIATION. The DISTRICT shall request additional documentation from the unit member to assist with the job placement analysis.
- 9.1.3 **Notice of Layoff for Specially Funded Programs.** When, as a result of the expiration of a specially funded program, classified positions must be eliminated at the end of any school year, and unit members will be subject to layoff for lack of funds, the unit member to be laid off at the end of the school year shall be given written notice on or before April 29th informing them of their layoff effective at the end of the school year. However, if the termination date of any specially funded program is other than June 30th, the notice shall be given not less than sixty (60) **calendar** days prior to the effective date of their layoff. This written notice of layoff shall be sent by certified mail, return receipt requested, electronic mail, or delivered in person to the affected unit member(s) by the DISTRICT. Affected unit member(s) shall be informed of the reason for layoff, their displacement rights, if any, statement of seniority, and reemployment rights with copies of the letters provided to the ASSOCIATION. The DISTRICT shall request additional documentation from the unit member to assist with the job placement analysis.

9.2 ORDER OF LAYOFF.

- 9.2.1 The DISTRICT shall determine the specific positions to be discontinued.
- 9.2.2 The order of layoff of unit member(s) within the classification shall be determined by length of service. The unit member, who has been employed the shortest time in the affected classification, including time employed in a higher classification, shall be laid off first.
- 9.2.3 For purposes of this Section, "length of service" means date of employment in the regular classified service. Seniority within a classification shall be calculated by length of service within a classification, plus higher classification(s) in which the unit member is serving or has served. For the purpose of this Section, a higher classification is any classification

in a higher salary range. A unit member who is voluntarily transferred laterally to a new classification shall retain seniority in the prior classification. A unit member who is voluntarily transferred laterally and/or voluntarily demoted to a new classification shall accrue seniority in the new classification.

9.3 SENIORITY.

9.3.1 **Computation of Seniority.** Seniority is based on length of continued service with the DISTRICT as a classified unit member. For the purposes of this Article, "length of service" shall be based upon the unit member's original hire date in the classified service. Seniority is accumulated in any classification in which the unit member holds regular paid status.

9.3.1.1 Seniority is not earned during periods of separation from the service of the DISTRICT ~~except as otherwise required by law and/or authorized in 9.3.2.1 below.~~

9.3.2.1 Seniority shall be accumulated during absences due to illnesses, layoffs, ~~unpaid leave, military leave, industrial injury/illness leave, or other paid leaves~~ or leaves of absence as long as such seniority is not terminated in accordance with other provisions of this Agreement.

9.3.3.1 Paid service performed prior to entering into a probationary status in the classified service shall not be credited toward seniority.

9.3.4.1 A unit member transferred from one class to another, or reclassified to a higher class, shall retain their seniority in the former class; seniority in the new class shall begin accumulating on the date of transfer.

9.3.5 **Equal Seniority.** If two (2) or more unit members subject to layoff have equal seniority within the classification, priority shall be given to the unit member with the greater overall DISTRICT seniority; if that be equal, determination shall be made within the first six (6) months of hire date by a drawing of numbers conducted by the Office of Human Resources in the presence of the ASSOCIATION Chapter President or their designee.

9.3.6 **Seniority Roster.** The DISTRICT shall maintain an updated seniority roster indicating each unit member's classification seniority and hire date seniority. Such rosters shall be available to the ASSOCIATION annually in December or prior to layoff.

9.4 RIGHTS IN LIEU OF LAYOFF.

9.4.1 **Bumping Rights.** Unit members notified of layoff from their present position may bump into the same or previously held classification in which they hold seniority greater than an incumbent. Unit members subject to layoff may bump into a position with a higher classification only if they successfully complete probation in that position and have greater seniority than the unit member being bumped.

a. Bumping into a lower class shall be considered a voluntary demotion and salary

placement shall be at the step which nearly corresponds to, but does not exceed, the unit member's current salary placement.

9.4.2 **Optional Transfer in Lieu of Layoff.** Unit members, upon mutual agreement, may be transferred to vacant positions provided they meet minimum qualifications.

- a. Unit members will serve a probationary period of six (6) months for a classification not previously held and shall receive job-specific training.

9.4.3 **Voluntary Demotion of Voluntary Reduction of Hours.** Unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the unit member's option, returned to a position in their former classification or to a position with increased assigned time as vacancies become available, for up to sixty-three (63) months. Unit members shall be offered the option to return to the position with the increase in hours based on their higher seniority as established on the reemployment list.

- a. Bumping into a lower class shall be considered a voluntary demotion and salary placement shall be at the step which nearly corresponds to, but does not exceed, the unit member's current salary placement.
- b. Unit members will serve a probationary period of six (6) months for a classification not previously held and shall receive job-specific training.

9.4.4 **Layoff in Lieu of Bumping.** Unit members may elect layoff in lieu of bumping rights and maintain their reemployment rights under this Agreement.

9.5 REEMPLOYMENT RIGHTS.

9.5.1 A unit member who is laid off shall be placed on a thirty-nine (39) month reemployment list.

- 9.5.1.1 A unit member who takes a voluntary demotion (e.g. bump into a lower classification) or reduction in hours shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to twenty-four (24) months on the reemployment list provided that tests of fitness under which they qualified for appointment to the class still apply.

9.5.2 If, during a unit member's eligibility period for reemployment, a classification becomes vacant to which the unit member has a return privilege, the DISTRICT shall send written notice offering reemployment by certified mail, return receipt requested, to the last known address of such unit member(s). A copy of this written notice shall be sent to the ASSOCIATION. The unit member shall be required to maintain their current mailing address on file with the Office of Human Resources.

9.5.3 A unit member who receives such notice of reemployment and fails to respond in writing within ten (10) ~~working~~ days shall be deemed to have rejected the offer of re-employment.

- 9.5.4 If the unit member in a layoff status accepts the position being offered, the unit member shall have up to thirty (30) calendar days from the postmark date of the notice to report to work. This does not preclude a unit member from returning to work in fewer than thirty (30) calendar days. Failure to report to work within the thirty (30) calendar days shall be considered a rejection of the offer of re-employment.
- ~~9.5.5 Unit members rejecting an offer of reemployment under the conditions set forth under **Section 9.5.3** or **Section 9.5.4** above, on three (3) occasions shall have their name permanently removed from the reemployment list. This does not include offers of reemployment that do not restore the unit members to the level of pay and status previously held at the time of layoff.~~
- 9.5.6 Unit members reemployed after being laid off shall be fully restored to their classification with all rights to permanent status. Service credit and benefits shall not accrue during the period of layoff.
- 9.5.7 Unit members placed on the thirty-nine (39) month or sixty-three (63) month reemployment list shall be reemployed in the highest-rated job classification available in accordance with their classification seniority. In order to be appointed to a lower position, the unit member must meet the minimum qualifications. Unit members who accept a position lower than their highest classification shall retain their original thirty-nine (39) month rights to the higher paid position.
- 9.6 The PARTIES agree to meet and negotiate the effects of such layoff on those matters within the scope of representation.

ARTICLE 10: HEALTH & WELFARE BENEFITS

- 10.1 **HEALTH & WELFARE BENEFITS.** The DISTRICT shall provide to each unit member and their eligible family members, health and welfare benefits. Health and welfare benefits are defined as medical, dental, vision, chiropractic, life insurance, and Employee Assistance Program (EAP).

Individual unit members may select among plans as outlined in **Appendix H (Health and Welfare Benefits Package)**.

During the life of the Agreement the DISTRICT shall fully fund the least expensive medical/dental/vision/chiropractic/life insurance/EAP package for each unit member who works twenty (20) or more hours per workweek on a regular basis. Individual unit members who elect to enroll in more expensive health and welfare packages shall be responsible for the difference in cost between the least expensive medical package and the package selected by the individual through payroll deductions.

The DISTRICT and the ASSOCIATION must agree to any proposed changes in benefits and/or plans. In addition, the ASSOCIATION retains the right to negotiate the out-of-pocket cost to unit members.

- 10.2 **HEALTH & WELFARE COMMITTEE.** The DISTRICT will establish a standing health and welfare committee. The ASSOCIATION will designate three (3) unit members to the committee. The purpose of the committee is to monitor costs and recommend changes. The committee's recommendations are non-binding on the bargaining unit.

- 10.3 **"OPT OUT" OPTION (MEDICAL ONLY).** Individual unit members who provide proof of other medical coverage may decline enrollment in a medical plan with the DISTRICT based on the following:

- a. This option is available on a first-come, first-serve basis;
- b. No more than ten (10) percent of members of any plan may elect this option;
- c. An annual amount of \$3,000 shall be paid to members who opt out of medical coverage. This will be paid in twelve (12) equal payments;
- d. Any member who elects this option shall not be eligible for medical coverage until the next open enrollment period unless a qualifying event occurs; and
- e. Any savings generated under this Section shall be used to help offset current/future insurance costs for the DISTRICT and unit members.

- 10.4 **FINANCIAL HARDSHIP CLAUSE.** Notwithstanding other provisions of the Collective Bargaining Agreement regarding re-opener language, the DISTRICT and the ASSOCIATION agree to re-open this Article during the term of this Agreement in the event of a financial hardship as declared by the DISTRICT or the ASSOCIATION. The DISTRICT and/or the ASSOCIATION will notify the other in writing and provide the supporting documentation to show impending hardship. Upon receipt of this information, the DISTRICT and the ASSOCIATION agree to

schedule negotiations within ten (10) working days. The DISTRICT and the ASSOCIATION agree that the DISTRICT's contribution per unit member per medical/dental/vision/chiropractic/life insurance/Employee Assistant Program (EAP) package will at no time decrease below the amount equivalent to the least expensive medical/dental/vision/chiropractic/life insurance/Employee Assistant Program (EAP) package at the time the DISTRICT claims financial hardship.

BOARD OF TRUSTEES APPROVAL:
CSEA RATIFICATION:

ARTICLE 11: LONG SERVICE RECOGNITION

Completed Years of Service with the DISTRICT	Amount of Stipend
5 - 10	\$650
11 - 15	\$800
16 - 20	\$950
21 - 25	\$1100
26 - 30	\$1250
31 - 35	\$1400
36 and over	\$1550

- 11.1 **INITIAL PAYMENT.** The first long service recognition payment will be made the following monthly pay cycle after the completion of five (5) consecutive years of employment.
- a. Unit members will begin receiving their monthly longevity stipend upon implementation beginning December 2022.
- 11.2 **PAYMENT.** Long service recognition will be paid on the unit member's monthly paycheck.
- 11.3 **ELIGIBILITY.** In order to be eligible for long service pay, a unit member must qualify for inclusion in the retirement program. Unit members whose DISTRICT employment contract is less than fifty (50) percent shall be eligible to receive the same percentage of the Long Service Stipend as the percentage of their DISTRICT employment contract.

ARTICLE 12: HOLIDAYS

- 12.1 **HOLIDAYS.** The DISTRICT agrees to provide unit members with the following scheduled paid holidays: ~~shall provide for the following scheduled paid holidays:~~

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Friday following Thanksgiving

Winter Break (Six (6) days from December 24th - December 31st) – shall incorporate:

Day in lieu of Native American Day

Day in lieu of Shopping Day

Fall Semester Recess Period

Day in lieu of Admissions Day

New Year's Day

Dr. Martin Luther King Jr. Day

Lincoln's Day

Washington's Day

Memorial Day

Juneteenth Day

~~*Winter Break was established to incorporate: Day in lieu of Native American Day, Day in lieu of shopping day, fall semester recess period, and Day in lieu of Admissions Day.~~

~~Prior to January 1, 2011, the unit member's birthday is to be included as an additional holiday. The day must be taken on a day within the month that the birthday falls; otherwise, this holiday will be forfeited.~~

~~Effective January 1, 2011, the unit member's birthday is to be included as an additional holiday. The day must be scheduled with prior reasonable notification for a date within that calendar year, and must be mutually agreed upon between the unit member and the supervisor.~~

~~Effective January 1, 2019, the unit members will be given one (1) floating holiday in lieu of the Saturday after Thanksgiving. The days must be scheduled with prior reasonable notification for a date within the calendar year and must be mutually agreed upon between the unit member and the immediate supervisor.~~

12.1.1 **FLOATING HOLIDAY.** Effective January 1, 2019, unit members will be given (1) floating holiday in lieu of the Saturday after Thanksgiving. The Floating Holiday is to be taken at the discretion of the unit member with at least five (5) working days' written request using the Classified Time Off Request Form to the immediate supervisor. This day must be scheduled within the calendar year and may not be accumulated. Probationary unit members shall be eligible to use the floating holiday upon passing probation.

12.1.2 **BIRTHDAY HOLIDAY.** Effective January 1, 2011, unit members will be given a birthday holiday, which will be recognized as an additional holiday. The Birthday Holiday is to be taken at the discretion of the unit member with at least five (5) working days'

written request using the Classified Time Off Request Form to the immediate supervisor. This day must be scheduled within the calendar year and may not be accumulated. Probationary unit members shall be eligible to use the birthday holiday upon passing probation.

- 12.1.3 ADDITIONAL HOLIDAYS.** Unit members shall be entitled to such additional holidays, other than those in **Section 12.1** as are mandated by the United States President, the Governor, or the Board of Trustees under Education Code Section 88203.
- 12.2 HOLIDAYS ON SUNDAY or SATURDAY.** Unless otherwise negotiated, when a holiday herein listed falls on Sunday, the following Monday shall be deemed to be the holiday. Unless otherwise negotiated, when a holiday herein falls on Saturday, the preceding Friday shall be deemed to be the holiday with the exception of Lincoln's Day which shall be taken to coincide with the adopted school schedule in accordance with Education Code Section 88203.
- 12.2 ~~LESS THAN FIVE (5) DAY WORKWEEK.~~** ~~Unit members who work less than a five (5) day workweek shall receive their normal pay for any of the above scheduled holidays provided it falls on a normal workday. If said holiday falls on other than the normal workday, the unit member shall receive holiday pay or time off equivalent to the total regularly scheduled weekly hours divided by five (5) provided they are in paid status on the day immediately preceding or succeeding the holiday. Said holiday time off shall be scheduled with approval of the immediate supervisor.~~
- 12.3 ~~ADDITIONAL HOLIDAYS.~~** ~~Unit members shall be entitled to such additional holidays, other than those in **Section 12.1** as are mandated by the United States President, the Governor, or the Board of Trustees under Education Code Section 88203.~~
- 12.43 HOLIDAY COMPENSATION.** A unit member required to work on any holiday shall be paid compensation or granted compensatory time off, at the rate of one and a half (1.5) times their regular pay in addition to the regular pay received for the holiday. A unit member required by their immediate supervisor to work on a holiday shall receive their regular rate of pay, plus one and one-half (1.5) times their regular rate of pay for their hours worked or earn compensatory time off. If the unit member does work and receives pay on a holiday, they shall not receive an additional day off.
- 12.4.1 PART-TIME UNIT MEMBERS.** In the event that a unit member works a workweek other than Monday through Friday and the holiday falls on a nonscheduled work day, and as a result thereof the unit member loses a holiday to which they would otherwise be entitled, the unit member shall be provided a holiday in lieu, which will be observed during the workweek the holiday falls and it shall be observed on the first day or the last day of their workweek schedule, or shall be provided compensation at their regular rate of pay in the amount to which they would have been entitled to had the holiday fallen within their normal work schedule.
- 12.54 HOLIDAY ELIGIBILITY.** A unit member must be in paid status during the workday immediately preceding or succeeding the holiday in order to be eligible to receive holiday pay.

ARTICLE 13: PERFORMANCE EVALUATION PROCEDURES

- 13.1 **PERFORMANCE EVALUATION.** The purpose of an evaluation shall be to provide constructive feedback that will assist unit members with continuous improvement of performance in line with DISTRICT expectations and performance standards. ~~The term “evaluation” as used in Sections 13.2 through 13.8 of this Article means a formal written evaluation on the appropriate form prescribed by the DISTRICT (Appendix D).~~
- 13.1.1 **Performance Evaluation Form.** The performance evaluation shall be submitted by using the “Employee Performance Evaluation” form (accessible via the District intranet) and for reference purposes, a copy of the Employee Performance Evaluation form is located in Appendix **(G)**.
- 13.1.2 **Performance Evaluation Evaluator.** The evaluator shall be the unit member’s immediate supervisor unless otherwise designated by the DISTRICT; ~~h~~However, the evaluator shall only be a person of management at the San Bernardino Community College District management.
- ~~13.2 — The DISTRICT shall evaluate all unit members on permanent status once every two (2) years during the month of April, except in emergency circumstances. The annual evaluation for unit members obtaining permanent status prior to January 1st, will be conducted in the current school year. The annual evaluation for unit members obtaining permanent status subsequent to January 1st, will be conducted in the following school year. (moved to 13.2)~~
- 13.2 **PERFORMANCE EVALUATION – FREQUENCY.**
- 13.2.1 **Probationary Unit Mmembers.** The DISTRICT shall evaluate probationary unit members ~~on probationary status shall be evaluated by the completion of their second (2nd) month and immediately prior to the completion of their fourth (4th) month of probationary service. no less than two (2) times during the probationary period on or about the second (2nd) and the fourth (4th) month from the initial date of hire. The probationary period for unit members shall be six (6) months from the date of hire or appointment to a new classification. Probationary shall be required to serve in a probationary status for six (6) months from the date appointed to the position classification.~~
- 13.2.2 **Permanent Unit Members.** The DISTRICT shall evaluate permanent unit members ~~all unit members on permanent status once every year every (two (2) years) during their anniversary month (for purposes of this Article, “anniversary month” shall mean the month the unit member started in their current classification) the month of April, except in emergency circumstances as defined in Article 2: Management Rights or when the unit member is on leave.~~
- 13.2.3 The DISTRICT retains its prerogative to make additional evaluations as it deems necessary.
- ~~13.4 — The evaluator shall be the unit member’s immediate supervisor unless otherwise designated by the DISTRICT. However, the evaluator shall only San Bernardino Community College District management. (moved to 13.1.2)~~

13.3 **PERFORMANCE EVALUATION – TIMELINE AND COMPONENTS.** The comprehensive performance evaluation for unit members shall be comprised of the following two (2) distinct components:

- a. **Unit Member Self-Assessment.** As part of the performance evaluation process, each unit member may complete the self-assessment portion of the “Employee Performance Evaluation” form (accessible via the District intranet) during the month prior to their anniversary month and shall be given a reasonable amount of paid time to complete it. The self-assessment shall be shared with the evaluator and will become part of the evaluation report.
- b. **Evaluator’s Evaluation.** As part of the performance evaluation process, the evaluator shall prepare the unit member’s performance evaluation by completing the “Employee Performance Evaluation” form (accessible via the District intranet). In the event, the overall performance evaluation rating is “Performance Needs Improvement” or “Unsatisfactory Performance” the evaluator, in consultation with the Office of Human Resources shall develop a written Performance Improvement Plan (PIP).

13.4 **PERFORMANCE EVALUATION – CONFERENCE.** The evaluator shall meet with the unit member and shall discuss and review the performance evaluation form.

In the event, the overall performance evaluation rating is “Performance Needs Improvement” or “Unsatisfactory Performance” the evaluator, in consultation with the Office of Human Resources shall develop a written Performance Improvement Plan (PIP). ~~The immediate supervisor shall identify improvements needed and how the unit member may improve their performance. The immediate supervisor shall provide a written development plan including coaching and training, as needed, to address the identified deficiencies specified in Appendix D (Employee Performance Report). The unit member’s performance must be reviewed ninety (90) days to document the unit member’s progress, including any recommendations for continued success.~~ (moved to 13.6) This PIP shall incorporate all of the terms identified in Article 17: Progressive Discipline, section 17.3.1, and shall serve as Step 1 of Progressive Discipline.

13.5 **PERFORMANCE EVALUATION – EMPLOYEE ACKNOWLEDGMENT AND RESPONSE.** A unit member may acknowledge that they have received the performance evaluation by electronically signing and dating the evaluation; however, the unit member’s electronic signature does not reflect either agreement or disagreement with the performance evaluation. In the event, that the unit member does not electronically sign the performance evaluation, the evaluator shall state on the performance evaluation form that the unit member refused to sign and shall identify the date on which they discussed and reviewed the performance evaluation with the unit member.

A unit member may be provided thirty (30) calendar days to provide a written response and/or documentation to the performance evaluation. A unit member’s written response and/or documentation shall be filed in accordance with the District’s online performance evaluation system and shall become part of the unit member’s personnel file.

~~13.5 The evaluation shall be signed by the evaluator and the unit member being evaluated. The unit member’s signature signifies only that the unit member has read the document, has been given a copy, and has been given the opportunity of attaching a written response which shall become part~~

of the permanent record. Unit members have thirty (30) calendar days to file a written response to their evaluation with the Office of Human Resources.

- ~~13.6~~ — ~~No evaluation of a unit member shall be placed in the unit member's personnel file without an opportunity for discussion between the unit member and the evaluator. A negative evaluation rating of 1 or 2 shall include an Employee Development Plan. The immediate supervisor shall identify improvements needed and how the unit member may improve their performance. The immediate supervisor shall provide a written development plan including coaching and training, as needed, to address the identified deficiencies specified in **Appendix D** (Employee Performance Report). The unit member's performance must be reviewed within ninety (90) days to document the unit member's progress, including any recommendations for continued success.~~
- ~~13.7~~ — ~~The DISTRICT retains its prerogative to make additional evaluations as it deems necessary.~~
(moved to 13.3)
- 13.8 The substance of any evaluation, including the observations, opinions, and conclusions of the evaluator, shall not be subject to the grievance procedure. The evaluation procedure as provided hereinabove shall be grievable.
- ~~13.9~~ — ~~An official file of evaluation reports shall be maintained in the DISTRICT's Office of Human Resources. The unit member shall have the right to review any evaluation during working hours. Evaluation reports shall not be used in disciplinary action against a unit member if the evaluation report was dated two (2) years preceding the aforementioned disciplinary action or was dated during a permanent unit member's probationary period.~~

ARTICLE 14: LEAVES

- 14.1 **BEREAVEMENT LEAVE.** Unit members shall be entitled to a paid leave of absence, not to exceed ~~three (3) days, or five (5) days if out-of-state travel or a trip of over 250 miles is required,~~ on account of the death of any member of their immediate family. A member of the immediate family means mother, father, grandparent, or grandchild of the unit member or the spouse/registered domestic partner of the unit member, and the spouse/registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, or sister-in-law of the unit member or any relative living in the immediate household of the unit member. Absences due to bereavement leave shall be recorded on the unit member's work report, including relation to the unit member or spouse. Leave taken pursuant to this Section does not need to be used consecutively. If a unit member requires more time than allocated for bereavement leave, a unit member may use other applicable leave(s) to extend their bereavement leave.
- 14.2 **JUDICIAL LEAVE.** Unit members called for jury duty, or as a subpoenaed witness as an employee of the DISTRICT, or as a litigant on behalf of the DISTRICT, during working hours, shall be entitled to paid leave in accordance with Education Code 87035 & 87036, excluding allowances for meals, mileage, or parking. Absences due to judicial leave shall be recorded on the member's work report.
- 14.2.1 The unit member's regularly assigned number of work hours that day should not exceed nor be less than the unit member's regularly assigned number of work hours for that day, which includes travel time from court to work. The DISTRICT shall assess any unusual work shift on an individual basis, taking into consideration what is reasonable under the circumstances giving due respect to the needs of the DISTRICT and the health and welfare of the unit member.
- 14.2.2 Unit members called for jury duty shall notice their immediate supervisor as soon as possible upon receipt of the summons. Unit members absent on jury duty, or as a subpoenaed witness as an employee of the DISTRICT, or as a litigant on behalf of the DISTRICT, to submit verification from the court indicating the reporting and release times.
- 14.3 **MILITARY LEAVE.** A unit member 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. Request for such military leave shall be made in writing and verified by a copy of the military orders requiring military duty. Absences due to military leave shall be recorded on the unit member's work report.
- 14.3.1 Unit members shall be granted Military Leave in accordance with the provisions of the California Education Code and of the Military and Veterans Code.
- 14.3.2 Compensation shall be in accordance with the provisions of the California Military and Veterans Code.
- 14.4 **SICK LEAVE.** Unit members with a full-time assignment shall accrue sick leave, a total of twelve (12) days per year (for unit members working a five-day workweek) or eight (8) hours per month

(for unit members working an alternative work schedule, as provided in this agreement or pursuant to an agreement with the ASSOCIATION) in accordance with Education Code 88191, beginning with the first (1st) month in which the unit member begins work in the DISTRICT. For unit members working partial months, the proportional sick leave hours shall be calculated pursuant to the formula in Article 19 (Vacation - see section 19.4.3). The accrual rate shall be proportional for assignments other than full-time.

~~Such leaves can be taken for illness or injury, exclusive of days the unit member is not required to render service to the DISTRICT.~~ Day, as used in this Article, means the unit member's regularly assigned workday, exclusive of overtime. Absences due to sick leave shall be recorded on the unit member's work report.

14.4.1 ~~Unit m~~Members of the unit employed less than five (5) days per week or forty (40) hours per week shall be entitled, for a fiscal year of service, to that proportion of twelve (12) days leave of absence for illness or injury as the number of days or hours employed per week bears to five (5) days or forty (40) hours.

14.4.2 Pay for any day of such absence shall be the same as the pay which would have been received had the unit member served during the day of ~~injury or~~ illness.

14.4.3 At the beginning of each fiscal year, the full amount of sick leave granted under this section shall be credited to each unit member. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new unit member of the DISTRICT shall not be eligible to take more than six (6) days, or the proportionate amount to which they may be eligible under this section, until the first day of the calendar month after completion of six (6) months of active service with the DISTRICT.

~~14.4.4 Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from are, for all job-related purposes, temporary disabilities and shall be treated as a condition of illness. Eligible unit members are entitled to receive compensation at their regular rate of pay charged against credited sick leave for the workdays missed during the period of disability, provided that Human Resources receives a medical status report from a verified health care provider.~~

14.4.5 **FAMILY ILLNESS LEAVE.** In accordance with California Labor Code 233 a unit member may use earned and available sick leave up to fifty percent (50%) of their annual accrual rate of sick leave for an illness of a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling, or designated person. Absences due to family illness leave shall be recorded on the unit member's work report.

14.4.6 If a unit member does not take the full amount of sick leave allowed in any fiscal year, the amount remaining shall be accumulated from year to year.

14.4.7 A unit member absent due to surgery, serious injury or illness for more than five (5) or more consecutive assigned workdays shall be required to submit a medical release from a medical provider physician to the Office of Human Resources prior to being permitted to return to work. A unit member absent for more than five (5) or more consecutive assigned workdays shall notify the Office of Human Resources of their approximate return date.

The DISTRICT may also require a unit member to submit a medical release from a medical provider for absences less than five (5) consecutive assigned workdays pursuant to section 14.7 of this Article. For purposes of this section, the medical release shall identify the dates that the unit member utilized for sick leave and any job restrictions, if any and include the date upon which the unit member is released back to work (brought up from 14.4.15).

14.4.8 A unit member may be required to submit to medical examinations, at the DISTRICT'S expense and discretion.

14.4.9 **TRANSFER AND CONVERSION OF SICK LEAVE. (RE-NUMBER SECTION)**

14.4.9.1 **NEW HIRES (TRANSFERRABLE SICK LEAVE).** A newly hired unit member who has been employed by some other school DISTRICT for a period of one (1) calendar year or more, and who voluntarily terminates (not terminated for cause) such employment for the sole purpose of accepting a position in this DISTRICT and has not been terminated by an action initiated by the employer for cause, and who subsequently accepts a position within the DISTRICT within one (1) year of such voluntary termination, a position with the DISTRICT, shall upon request have transferred with him/her all of their unused accumulated sick leave.

~~14.4.10~~ **SEVERING EMPLOYMENT WITH DISTRICT.** The DISTRICT shall may cancel all sick leave rights or of accumulations when a unit member severs all official employment connection with the DISTRICT.

TRANSFERRING SICK LEAVE TO ANOTHER DISTRICT. and A all accumulated sick leave may be transferred pursuant to the provisions in §section 88202 of the Education Code.

CONVERTING SICK LEAVE TO RETIREMENT CREDIT. A unit member who has any sick leave benefits earned but unused on the date of retirement may have those converted to retirement credit if appropriate in accordance with applicable law.

CONVERTING SICK LEAVE TO VACATION. Upon retirement, if sick leave cannot be used for retirement credit, sick leave will be converted to vacation days subject to the following limitations as follows:

- a. A ratio of five (5) sick days (forty (40) hours) to one (1) vacation day (eight (8) hours). Unit members working less than full time shall be prorated accordingly.
- b. Only days earned while employed by the DISTRICT are eligible for conversion benefits.
- c. Only unit members who have rendered five (5) years or more of unbroken service to for DISTRICT are eligible for conversion benefits.
- d. The maximum number of vacation sick days which may be converted to vacation days shall not exceed the number of days the retiring unit member earns annually under the provisions of Article 19, §section 19.3.

14.4.11 **EXTENDED SICK LEAVE AT 50% PAY.** A unit member shall be credited on July 1st of each ~~once~~ a fiscal year with the total of not less than **one hundred** (100) working days of paid **extended** sick leave, excluding sick days under Article 14.4. Such days of paid **extended** sick leave in addition to those days of sick leave under Article 14.4 shall be compensated at 50% of the unit member's regular salary; **the 50% extended sick days will be utilized only after all accrued regular full-pay sick leave is exhausted.** Such additional days shall be exclusive of any other paid leaves, holidays, vacation or compensatory time to which the unit member may be entitled. ~~The one hundred 100 working days of extended sick leave shall be allocated on July 1st of each fiscal year; the 50% (half pay) extended sick days will be utilized only after all accrued regular full-pay sick leave is exhausted.~~ **(moved above)** Any remaining 50% half pay extended sick leave will not carry forward to the next fiscal year. At the conclusion of the **one hundred** (100) working days of 50% ~~half pay~~ extended sick leave the unit member may elect to use any other available leaves.

14.4.12 **MAKEUP TIME FOR MEDICAL OR DENTAL APPOINTMENTS.** Unit members who have given at least forty-eight (48) hours' notice and have a scheduled medical or dental appointment, during working hours, have the option to work an extended workday or to utilize sick leave. Leave under this section is subject to the following provisions:

- a. A unit member may not work in excess of eleven (11) hours of work in any one workday or forty (40) hours in the workweek to make up for the time. The additional hours constituting an extended workday shall be equal to the period of time that the unit member was absent, but not in no event shall makeup time exceed two (2) hours per workweek;
- b. A unit member needs to provide a ~~signed~~ written request **via DISTRICT e-mail** to their immediate supervisor for each occasion that they want to make up time. The unit member and the **immediate** supervisor shall mutually agree on the time to be made up. All requests will be approved by the **immediate** supervisor in writing and must be submitted to the DISTRICT;
- c. Time missed must be made up within the same workweek in which the absence occurred; and
- d. If performed in the same workweek in which the work time was lost, **it** may not be counted towards computing the total number of hours worked in a day for purposes of the overtime requirements, except for hours in excess of eleven (11) hours of work in one (1) day or 40 hours of work in one workweek (California Labor Code 513).

14.4.13 Sick leave shall be taken in increments of not less than one-quarter (1/4) hour **(15 minutes).**

14.4.14 A unit member shall contact their immediate supervisor, or their designee, as soon as the need to be absent is known or at **least one (1) hour prior** to the beginning of the work shift. This does not apply where the unit member cannot reasonably provide the notification. The unit member shall inform their immediate supervisor, or their designee, as to the expected date of return. Required documentation shall be submitted to the Office of Human Resources **in accordance with the provisions in sections 14.4.7 and 14.7.** ~~Absences~~

extending more than five (5) workdays are subject to the provisions in section 14.4.15.

~~14.4.15 The DISTRICT may require a unit member to provide to Human Resources written verification of illness or injury by a licensed physician for any absence that exceeds five (5) workdays for which entitlement to sick leave is claimed under this Article and reported on the unit members work report. The verification may include a statement that the unit member is able to perform their duties with or without restrictions. The verification shall also include the date upon which the unit member is released back to work.~~

14.4.16 **SICK LEAVE STATUS REPORT.** All unit members shall have access to view their individual status report online.

14.4.17 When all available leaves of absence, paid or unpaid, have been exhausted, the unit member shall be placed on a reemployment list for a period of thirty-nine (39) months in accordance with Education Code section 88195.

14.5 **INDUSTRIAL ACCIDENT AND ILLNESS LEAVE.** Absences due to industrial accident or illness leave should be recorded on the unit member's work report. Unit members shall be entitled to industrial accident and illness leave in accordance with ~~current~~ Education Code section 88192 and the following provisions.

14.5.1 A unit member suffering an injury or illness arising out of, and in the course, of their employment, shall be entitled to a leave of sixty (60) working days in any one fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.

14.5.2 Payment for wages on any day shall not, when added to an award granted to the unit member under the Worker's Compensation laws of this State, exceed the normal wage for the day. During all paid leaves of absence, whether industrial accident leave as provided in this section, sick leave, vacation, compensated time off, or other available leave provided by law or the action of the Board of Trustees, the unit member may endorse to the DISTRICT wage loss benefit checks received under the Worker's Compensation laws of this State. In the absence of such endorsement, the DISTRICT shall pay the difference between the wage loss benefit check and any entitlement the unit member may have.

14.5.3 The industrial accident or illness leave is to be used in lieu of normal-sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation or other paid leave will then be used. If, however, a unit member is still receiving Worker's Compensation benefits at the time of the exhaustion of benefits under this section, they shall be entitled to use only so much of their accumulated and available normal-sick leave and vacation leave, which, when added to the Worker's Compensation award, provides for a day's pay at the regular rate of pay.

14.5.4 When all available leaves of absence, paid or unpaid, have been exhausted, and if the unit member is not medically able to assume the duties of their position, they shall, if not placed in another position after completion of the interactive process, be placed on a reemployment list for a period of thirty-nine (39) months.

- 14.5.5 Leave under this Section shall commence on the first day of absence. The DISTRICT may select the examining ~~medical provider~~ physician and require a ~~medical provider's~~ physician's report as verification of illness or injury due to industrial accident or illness.
- ~~14.5.6 Any unit member receiving benefits as a result of this Section shall, during periods of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the State.~~
- ~~14.5.7 In order to be eligible for leave under this Section, a unit member must have served as an employee of the DISTRICT continually for a period of nine (9) months.~~
- 14.6 **PERSONAL NECESSITY LEAVE.** Absences due to personal necessity leave shall be ~~deducted from the unit member's sick leave balance and~~ recorded on the unit member's work report. A unit member may, at the unit member's election, use any days of absence for illness or injury earned pursuant to Article 14.4 in cases of personal necessity, including any of the following:
- a. Death of a member of the unit member's immediate family when additional leave is required beyond that provided in Section 14.1 of this Article.
 - b. Accident involving the person or property, or the person or property of a member of his/her immediate family.
 - c. Appearance in court as a litigant, party or witness under subpoena or any order made with justification. If the unit member receives payment for this appearance, such payment will be forfeited to the DISTRICT.
 - d. A serious illness of a member of the family.
 - e. Such other reason approved by the DISTRICT.

~~A maximum of fifty-six (56) hours of accumulated, full-salary sick leave credit may be used for personal necessity leave in each fiscal year. Part-time unit members shall receive the proportion of the fifty-six (56) hours for personal necessity leave pursuant to the formula in Article 14 (Leave - see section 14.4.1). No earned leave in excess of seven (7) days may be used in any school year for leave under this Section.~~ Under no circumstances shall leave be available for purposes of recreation of any kind, engaging in other employment of any kind, including direct or indirect self-employment, social events, vacation, any concerted refusal to work, pursuit of other business, financial or economic interests of the unit member, or any illegal activity. For purposes of this Section, members of the immediate family means the mother, father, grandmother, grandfather, or a grandchild of the unit member or of the spouse/registered domestic partner of the unit member, and the spouse/registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law of the unit member, or any relative living in the immediate household of the unit member.

The unit member shall notify their immediate supervisor ~~at least five (5) days~~ in advance of taking such leave unless an emergency makes such notice impossible. ~~Personal necessity leave requests shall be submitted to the immediate supervisor by using the Classified Time Off Request Form (accessible on the District intranet). The immediate supervisor receiving the request shall provide the unit member with a response within two (2) days of its receipt. If the immediate supervisor~~

does not respond by that time, the request is considered approved. If the request is denied, a reason for denial in writing shall be provided to the unit member.

- 14.7 **UNAUTHORIZED LEAVE.** Absences due to unauthorized leave shall be recorded on the unit member's work report. Any unit member absent without being on approved leave shall have deducted from their salary the appropriate amount covering such period. The DISTRICT reserves the right to take any appropriate disciplinary action against such unit member. Failure to notify the DISTRICT of the anticipated absence prior to the commencement of the unit member's shift may constitute unauthorized leave.
- 14.8 **BREAK IN SERVICE.** No absence under any paid leave provision of this article shall be considered as a break in service for any unit member who is in paid status and shall count toward salary step advancement, unit member accruals, and seniority accrual.
- 14.9 **ADDITIONAL LEAVE.** The DISTRICT may grant, in addition to the leaves set forth hereinabove, such additional leaves of absence, with or without pay, for such purposes and periods of time as it deems advisable.
- 14.10 **AUTHORIZED LEAVE VERIFICATION.** Prior or subsequent to approval of any paid leave, the DISTRICT may require a unit member to furnish a ~~doctor's~~ **medical provider's** certificate, affidavit or other documentation, on forms prescribed by the DISTRICT, as verification of illness or other reason for authorized leave. Verification may be required when the DISTRICT has reason to question the validity or any request for approved leave.
- 14.11 **PARENTAL LEAVE AND FAMILY AND MEDICAL LEAVE.** Absences due to parental leave and family care and medical leave should be recorded on the unit member's work report.
- 14.11.1 **PARENTAL LEAVE/BONDING.** The DISTRICT will allow the use of paid sick leave for parental leave bonding up to a period of twelve (12) weeks within the first year following the birth or adoption of a child. A unit member shall not be provided more than one twelve (12) workweek period for parental/bonding leave during any twelve (12) month period.
- a. The unit member must have served as an employee of the DISTRICT for a period of one (1) year, however, the unit member is not required to have 1,250 hours of service during the previous twelve (12) month period in order to take parental/bonding leave.
 - b. If a unit member exhausts all available sick leave, including all accumulated sick leave, and continues to be absent from their duties on account of parental leave, the unit member shall be compensated at no less than fifty (50%) percent of the unit member's regular salary for the remaining portion of the (twelve) 12 workweek period of parental leave.
 - c. During this leave, the DISTRICT will continue benefit coverage, sick leave and seniority will accrue, and pension contributions will be made by both DISTRICT and unit members.
 - d. Intermittent leave: A unit member may request to use parental leave on an

intermittent basis with a duration of no less than two (2) weeks increments. However, the DISTRICT must grant a request for a leave of less than two (2) weeks' duration on any two (2) occasions.

- e. Parental leave will run concurrently with applicable state and federal leave laws.

14.11.2 FAMILY AND MEDICAL LEAVE. Unit members are entitled to family care and medical leave for a total of up twelve (12) weeks in a one (1) year (12 months) period as set forth in applicable federal and state law for the purpose of a birth of a child, an adoption, placement of a foster child, to care for a seriously ill family member, or because of a unit member's own serious health condition.

- a. A unit member must have served as an employee of the DISTRICT for a period of at least one (1) year and ~~has~~ have at least 1,250 hours of service for the DISTRICT during the twelve (12) month period immediately preceding the leave.
- b. Sections 14.11.1 or 14.11.2 individually or in combination may not exceed a total of twelve (12) weeks in any twelve (12) month period.
- c. Upon exhaustion of sick leave, a unit member may utilize difference in pay up to completion of the twelve-week period.
- d. During this leave, the DISTRICT will continue benefit coverage, sick leave and seniority will accrue, and pension contributions will be made by both DISTRICT and unit member.
- e. For purposes of this section, a family member is defined as a unit member's child, parent or spouse/domestic partner.
- f. Family care and medical leave will run concurrently with applicable state and federal leave laws.

14.12 FAMILY SCHOOL PARTNERSHIP LEAVE. In accordance with Labor Code 230.8 a unit member who is a parent, guardian, stepparent, foster parent, or grandparent of, or a person who stands in loco parentis to a child or children in kindergarten or grades one (1) to twelve (12), inclusive, or attending a licensed child care provider, may take off up to forty (40) hours each ~~calendar~~ year, not exceeding eight (8) hours in any calendar month of the year, to participate in activities of the school or licensed child care provider of any of their children. The unit member shall notify their immediate supervisor in advance of taking such leave. Absences due to participation in school activities of children shall be recorded on the unit member's work report.

14.12.1 If more than one parent of a child is employed by the DISTRICT at the same worksite, the entitlement under 14.14 of a planned absence as to that child applies, at any one time, only to the parent who first gives notice to the employer.

14.12.2 Unit members may utilize existing vacation, personal leave, or compensatory time off for the purposes of the planned absence.

14.13.3 A unit member, if requested by the DISTRICT, shall provide documentation from the

school or licensed child care provider as proof that they engaged in child-related activities permitted in section 14.12 on a specific date and at a particular time. Documentation means whatever written verification of parental participation the school or licensed childcare provider deems appropriate and reasonable.

14.13 **STATE AND FEDERAL LEAVE LAWS.** Family Medical Leave Act (FMLA), California Family Rights Act (CFRA), and Pregnancy Disability Leave (PDL) benefits are available to ~~classified~~ unit members as entitled under current state and federal law. Upon request, the DISTRICT shall provide the unit member a copy of their rights and benefits. All Federal and State Leave benefits will be calculated for eligibility and use on a 12-month basis.

- a. In cases of non-pregnancy related illness, applicable state and federal leave laws will run concurrently with Sick Leave if the unit member meets the eligibility requirements.
- b. In cases of pregnancy related illness, applicable state and federal leave laws will run concurrently with Sick Leave if the unit member meets the eligibility requirements.

14.14 **CATASTROPHIC ILLNESS LEAVE DONATION PROGRAM.** The purpose of this program is to permit unit members with a catastrophic injury or illness to solicit individual donations of sick leave and/or vacation and/or compensatory time leave from fellow DISTRICT unit members.

All requests submitted to the Office of Human Resources are handled with confidentiality and upheld throughout the process. The DISTRICT will make every effort to protect the identity and privacy of the catastrophic illness leave recipient.

14.14.1 **Definition of Catastrophic Leave:** The intent of this program is to permit unit members to donate eligible leave credits to a unit member when that unit member or a member of their family suffers from a catastrophic illness or injury. For purposes of this Article, a catastrophic illness or injury is defined as one which is expected to incapacitate the unit member or a member of their family for an extended period of at least forty-five (45) or more calendar days, and taking extended time off work creates a financial hardship for the unit member because they have exhausted all of their sick leave, extended sick leave, and other paid time off (e.g., vacation, compensatory time, holidays (including birthday and floating holidays), etc.). For purposes of this Article, eligible leave credits are: sick leave, vacation, and compensatory time.

A catastrophic leave donation request may be initiated immediately, using the process defined below, at the moment the need is known. However, Catastrophic Leave will not begin until all leaves have been exhausted as defined in this Article. The maximum amount of time for which donated leave credits may be used, but not to exceed use for a maximum period of twelve (12) consecutive months.

For purposes of this Section, "family" means the mother, father, grandmother, grandfather, or a grandchild of the unit member or of the spouse/registered domestic partner of the unit member, and the spouse/registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law of the unit member, or any relative living in the immediate household of the unit member.

14.14.2 **RECIPIENT REQUIREMENTS.**

BOARD OF TRUSTEES APPROVAL:
CSEA RATIFICATION:

The recipient:

- a. Is a regular, non-probationary ~~bargaining~~ unit member who has exhausted all ~~available~~ ~~accrued~~ paid leave credits ~~as reference in section 14.14.1~~, including sick leave, vacation and ~~compensatory~~ time;
- b. Must use any paid leave credits that they continue to accrue on a monthly basis prior to using received paid leave pursuant to this section;
- c. Is incapacitated/absent for an extended period of time no less than forty-five (45) calendar days;
- d. Is incapacitated during assigned time. For example, in the case of ~~ten~~ (10) or 11-month employee only assigned time will be considered;
- e. May use donated time in partial day increments;
- f. May initially request not more than sixty (60) days. A unit member may request an additional sixty (60) days by filing an additional request;
- g. Recipient must fill out the Catastrophic Leave ~~Donation Program Application Request Form, which must be requested from the Office of Human Resources. Any DISTRICT employee fellow-unit-member~~, supervisor, family member, ~~Office of Human Resources~~, or the Recipient's medical provider may request Catastrophic Leave benefits on behalf of the Recipient;
- h. ~~Must include with the~~ ~~A portion of the~~ Catastrophic Leave Request ~~Donation Program Application Request Form, requires~~ a written statement from ~~a the~~ medical provider, which verifies catastrophic illness or injury of the Recipient or the Recipient's immediate family member as defined in 14.14.1. ~~In the event a medical provider is unable or unwilling to fill out their portion of the Catastrophic Leave Request Donation Program Application, a separate written statement from a medical provider which provides the answers to all of the relevant healthcare provider questions on the Catastrophic Leave Request Donation Program Application will be accepted; and~~
- i. Must use all donated leave within a twelve (12) consecutive month period following the donations. If the Recipient returns to work and has a reoccurrence of the same or related catastrophic injury or illness, after using any accrued vacation or sick leave, previously donated leave days may be used if time remains available, within the same twelve (12) month period.

The Office of Human Resources shall evaluate all requests for catastrophic leave and shall have authority for granting leave in accordance with this Article. Pledged donated leaves can be used only for the specified catastrophic injury or illness. A different catastrophic injury or illness must be handled as a separate second incident. If the DISTRICT has reasonable cause to believe there is abuse of the catastrophic leave policy by a unit member, the DISTRICT may require additional medical verification from a ~~medical provider~~ ~~physician~~ selected by the DISTRICT at the

DISTRICT's expense.

The Office of Human Resources will notify DISTRICT employees in writing of the need for donations of catastrophic leave credits and collect all signed Catastrophic Donation Forms. The Office of Human Resources will notify Payroll of donated hours. Payroll will deduct donated hours from the donor and credit donated hours to the recipient. The Office of Human Resources and Payroll will keep a record of all donated leave credits.

If Recipient's request for catastrophic leave is denied, the Recipient or Recipient's agent or the ASSOCIATION may request a review of the reason(s) for denial. If the denial is upheld the unit member or ASSOCIATION may appeal the decision to the Chancellor. If the denial is upheld at the Chancellor level, the decision is not subject to the grievance process.

14.16.3 **DONOR REQUIREMENTS.**

Unit members may donate leave credits to an eligible classified, confidential, management or academic employee under the following conditions:

- a. Donors may volunteer no more than 50% of their accrued sick and/or vacation and/or compensatory time. Donors must have accrued no less than 120 hours of leave credits prior to donation;
- b. Unit members wishing to donate catastrophic leave credits must donate credits in writing on a signed, Catastrophic Donation Form, distributed by the Office of Human Resources;
- c. The minimum amount of donated leave credits shall be eight (8) hours ~~initially~~, and in one-hour increments thereafter;
- d. The donor understands that donation of catastrophic leave credits is voluntary;
- e. Donations may be made by eligible classified, confidential, management or academic employees;
- f. All transfers of eligible leave credit are irrevocable. Unused leave credits will not be credited back to the donor; and
- g. Donated leave is charged on an hour-for-hour basis.

ARTICLE 15: VACANCIES, TRANSFERS, VOLUNTARY DEMOTIONS, IN HOUSE OR PROMOTIONAL ONLY RECRUITMENTS

- 15.1 **DEFINITION OF A VACANCY:** Whenever it is determined by the DISTRICT that a vacancy within the bargaining unit is to be filled, the following procedure will apply: ~~For the purpose of this Article, a vacancy is defined as a newly created position or an existing position that is vacant and will be in active recruitment.~~
- 15.1.1 **Posting of Vacancies.** Notice of all job vacancies within the bargaining unit shall be ~~sent to all unit members via DISTRICT e-mail in a timely manner. emailed to all unit members and posted on the DISTRICT employment bulletin boards at currently designated posting locations.~~ The job vacancy notice shall remain posted for a period of ten (10) full working days, ~~during which time unit members may file for the vacancy.~~
- 15.1.2 **Notice Contents.** The job vacancy notice shall include: the job title, ~~a copy of the job description, a brief description of the position and duties, the minimum qualifications required for the position, the assigned department and location job site, the name of immediate supervisor, the work schedule, number of hours per workweek, and months per year workdays assigned to the position, the salary range, and the deadline for filing to fill the vacancy.~~
- 15.1.3 ~~A vacant bargaining unit position shall be filled in the following order: All requests shall be reviewed in order of; by recall of laid off unit members into the same classification in accordance with Article 9: Layoff and Reemployment, section 9.5.2 of this agreement; by preferential rehire rights of employees into a different bargaining unit classification, provided the unit member is on a 39 or 63 month reemployment list, applies for the vacancy, and is qualified for the position; by voluntary demotion, or lateral transfer,; and or In-House or Promotional Only.~~
- ~~**Filing.** Permanent unit members shall file for the vacancy by submitting written notice to the Office of Human Resources within the filing period. Any unit member on leave or vacation may authorize their job representative to file on the unit member's behalf.~~
- 15.1.4 **Filing and Notification.** Permanent unit members ~~(for purposes of this Article, "permanent unit member" shall mean completion of their probationary period in their current classification)~~ who files a request for voluntary demotions, transfer, or "In House or Promotional Only", shall submitting a written notice request via DISTRICT e-mail to the Office of Human Resources within the filing period. ~~If applicable, unit members shall be notified via District e-mail in writing by the Office of Human Resources, of the next steps the receipt of the request.~~
- ~~15.1.5 All requests shall be reviewed in order of; voluntary demotion, transfer, and In-House or Promotional Only, (moved to 15.1.3 and reworded)~~
- 15.2 **VOLUNTARY DEMOTIONS.** ~~A permanent unit member accepting a voluntary demotion shall retain their old anniversary date seniority rights. Unit members requesting a voluntary demotion to a lower classification pursuant to Article 9: Layoff and Reemployment shall be given~~

preference over other applicants with equal or lesser qualifications. ~~The decision should not be arbitrary or capricious.~~ (removed spacing) If the position from which a unit member took a voluntary demotion pursuant to Article 9: Layoff and Reemployment is again vacant, that unit member will be given preference over other applicants with equal or lesser qualifications in filling the former position. This Section shall be superseded by the provisions in **Article 9: Layoff and Reemployment** when applicable (See ~~Article 7.13~~).

15.3 **LATERAL TRANSFERS (VOLUNTARY).** A lateral transfer is a movement within the unit members' current job classification to a different department and/or location at the DISTRICT. No unit member shall be allowed to laterally transfer to another department and/or location until completion of their probationary period in the classification. ~~For purposes of this Section the term transfer shall mean a member initiated lateral movement the job classification from one (1) work position or station to another work position or station in the DISTRICT.~~

15.3.1 When a new position is created or an existing position becomes vacant, the DISTRICT shall offer the opportunity to permanent unit members interested in lateral transferring to in permanent unit members serving in the same within their current permanent job classification in the DISTRICT, prior to an external recruitment posting.

15.3.2 Filing rRequests from permanent unit members seeking lateral transfers shall be considered by the immediate supervisor. (removed spacing) In addition, cConsiderations for lateral transfers shall include hire date, seniority within the present classification of the unit member, information gathered during the meeting, and most recent evaluation. All unit members will be provided an opportunity to meet with the immediate supervisor and the ASSOCIATION president or designee. Designees shall be appointed by the ASSOCIATION from the approved diversity monitor list provided by the Office of Human Resources. The Office of Human Resources will review all questions prior to the meeting. ~~The decision to accept or deny a transfer shall not be arbitrary or capricious and shall only be made using the defined criteria above.~~ In the event of a denial, the immediate supervisor will provide a written detailed justification to the unit member via District e-mail and within seven (7) working days of the meeting. ~~The decision to accept or deny a transfer shall not be arbitrary or capricious and shall only be made using the defined criteria above (moved from above).~~ The substance of the justification shall not be subject to the grievance procedure; however, tThe lateral transfer procedure as provided hereinabove shall be grievable.

~~15.3.3 In the event no request for transfer is submitted, the vacancy will continue through the promotional process as outlined in Article 15.4.~~

~~15.3.4 A mutual transfer may be accomplished between two (2) unit members of the same classifications in which both are qualified. A mutual transfer must be made upon agreements of both supervisors and with the concurrence of the President(s) and/or Chancellor.~~

~~15.3.5 An approved transfer resulting from the request of a unit member shall be considered permanent. Therefore, no additional probationary period shall be required.~~

15.4 **"IN-HOUSE OR PROMOTIONAL ONLY" RECRUITMENTS.** "In-House or Promotional Only" recruitment shall only be used Wwhen position is being filled on an interim

basis for the minimum time necessary to allow for full and open recruitment ~~which; provided however, that no interim appointment exceed shall not exceed~~ **nine-hundred and sixty (960) hours in a fiscal year and/or a series of interim appointments exceed two (2) years in duration. two (2) years.**

Any ~~p~~**P**ermanent unit members may request an interim "In House or Promotional Only" opportunity **and must demonstrate that they are qualified.** ~~Such requests will not be considered until voluntary demotion and transfer requests have been reviewed.~~ A selection process, as outlined in Education Code Section 87100 and California Code of Regulations Section 53021, will be used to address any "In House or Promotional Only" requests.

~~a. When there is a reorganization that does not result in a net increase in the number of unit members.~~

~~b. When there is a transfer. For the purposes of this Section, a transfer is defined as one or more lateral transfers when there is no net increase in the number of unit members.~~

~~15.4.1 Any permanent unit member may request an interim "In House or Promotional Only" opportunity. Such requests will not be considered until voluntary demotion and transfer requests have been reviewed. A selection process, as outlined in Education Code Section 87100 and California Code of Regulations Section 53021, will be used to address any "In House or Promotional Only" requests.~~

15.4.1 The Office of Human Resources shall review all requests for "In-House or Promotional Only" **to verify unit members** ~~Members must meet the minimum qualifications for the position.~~ The Office of Human Resources will provide managers and the ASSOCIATION with a list of qualified **unit** members who have requested this opportunity. All qualified **unit** members will be offered an opportunity to meet with the manager. If no unit member(s) request the opportunity, managers may select a substitute once the recruitment has started.

15.4.2 Unit members that are not determined to be qualified will be provided ~~written~~ detailed justification **via District e-mail and** within seven (7) ~~working~~ days of the decision from the Office of Human Resources. All qualified **unit** members not selected will be provided ~~written~~ detailed justification **via District e-mail and** within seven (7) ~~working~~ days of the decision from the manager. The substance of the justification shall not be subject to the grievance procedure; **however, t**he "In-House or Promotional Only" procedure as provided hereinabove shall be grievable.

15.4.3 The ASSOCIATION and unit member shall receive documentation of the temporary work assignment **via DISTRICT's e-mail and it shall be placed in the unit member's personnel file.**

~~15.4.5 Documentation of the temporary work assignment shall be placed in the unit member's personnel file.~~

15.4.6 The vacancy that is incurred because of an in-house or promotional recruitment shall either be filled using another in-house temporary assignment or a substitute employee ~~until the incumbent returns to their assignment or is permanently filled.~~

- 15.4.4 The rate of pay for “In-House or Promotional Only” ~~in-house promotional~~ assignments shall be the rate of pay of the interim assignment that results in a five (5) percent increase for the unit member; however, unit members selected for an “In-House or Promotional Only” assignment that’s within their existing salary range shall not receive a five (5) percent increase and will remain at their existing salary range and step. If the five (5) percent increase exceeds the highest step of the interim assignment, the unit member shall be paid at the highest step. ~~assignments shall be limited to two (2) years unless the period is extended by mutual agreement by the DISTRICT and the ASSOCIATION.~~
- 15.5 **MEDICAL TRANSFERS.** The DISTRICT may assign a unit member to another position in cases where the unit member is medically unable to assume their regular duties.
- 15.6 **DISTRICT INITIATED TRANSFERS.** An employer-initiated transfer is defined as a transfer without the unit member’s request or approval. Employer-initiated transfers are made to meet the operational needs of the DISTRICT. Except where a bona fide business necessity exists, a minimum of twenty-one (21) days’ written notice shall be provided to an employee involuntarily transferred. No unit member shall be involuntarily transferred for arbitrary reasons unrelated to the operational needs of the District. The ASSOCIATION shall notify the DISTRICT in writing within five (5) days of its intent to negotiate effects of such transfer.
- 15.7 **SUBSTITUTE EMPLOYEES.** The DISTRICT may employ a substitute employee pursuant to Education Code 88003 to replace any classified unit members who are temporarily absent from duty. (removed spacing) If the DISTRICT is engaged in recruiting a permanent employee to fill a vacancy in any classified position, the Board of Trustees may fill the vacancy through such employment for not more than sixty (60) calendar days unless the period is extended by mutual agreement by the DISTRICT and the ASSOCIATION.

ARTICLE 16: PERSONNEL

- 16.1 **CLASSIFICATION.** The DISTRICT may create new classifications and fix duties, responsibilities, and assignments for such classifications, or reclassify or abolish positions as long as any such action is not inconsistent with other provisions in this Article or Agreement. Except by mutual agreement, the DISTRICT shall notify the ASSOCIATION in writing ~~via DISTRICT e-mail thirty (30) ten (10) working days~~ prior to the board calendaring of an agenda item of any new classification or the abolition of a classification. ~~Upon receipt by the ASSOCIATION of the DISTRICT'S written notice, T~~he ASSOCIATION shall notify the DISTRICT in writing ~~via DISTRICT e-mail, within ten (10) working days of the date that the DISTRICT sent the notice, of~~ its intent to negotiate the classifications, titles, or abolition of the classification ~~to the extent provided by law.~~
- 16.1.1 The DISTRICT will notify the ASSOCIATION in writing ~~via DISTRICT e-mail within five (5) ten (10) working days, of implementing its decision to reorganize notice of~~ reorganization of classified position(s) at the colleges or district sites. ~~Upon receipt by the ASSOCIATION of the DISTRICT'S written notice, T~~he ASSOCIATION shall notify the DISTRICT in writing ~~via DISTRICT e-mail within five (5) ten (10) working days of the date that the DISTRICT sent the notice of~~ its intent to negotiate effects of such reorganization.
- 16.2 **PERSONNEL FILES.** The personnel file of each unit member shall be maintained at a single location determined by the DISTRICT. No disciplinary action based upon written materials shall be taken against a unit member unless such written materials are included in the unit member's personnel file.
- 16.2.1 **DEGORATORY MATERIAL.** Unit members shall receive copies of all derogatory material placed in their personnel file and shall be given an opportunity of reviewing the material and submitting a written response before it is placed in the personnel file. The unit member shall be given a thirty (30) calendar day period during normal working hours to initial and date the material and to prepare a written response to such material. The written response shall be sent by the unit member to the Office of Human Resources. The DISTRICT shall be responsible for attaching the response to the derogatory material and placing both in the personnel file.
- Any material of a derogatory nature contained in a personnel file shall be signed by the preparer and the unit member in question. If the unit member refuses to sign the document their refusal shall be noted on the document. In the event material of a derogatory nature is found, upon inspection of a personnel file, which has not been signed by the unit member or does not include a notation that the unit member refused to sign the material, then the material shall be removed from the file immediately.
- 16.2.2 **RIGHT TO INSPECT.** Unit members shall have the right to inspect the contents of their personnel files upon written request, ~~provided the written request is made at a time when such person is not actually required to render services to the DISTRICT.~~ The following materials shall not be available for inspection: (1) ~~R~~atings, reports, or records which were obtained prior to employment of the unit member; (2) ~~M~~aterials prepared by identifiable examination committee members; or (3) ~~M~~aterials obtained in connection

with a promotional examination. Advance appointments for the inspection of a personnel file may be required and scheduled with a DISTRICT representative.

16.2.2.1 Upon written authorization of the unit member, an ASSOCIATION representative may review the unit member's ~~permanent~~-personnel file. An ASSOCIATION representative may accompany any unit member in the review of that member's file.

16.2.3 **LOG OF INSPECTION.** The DISTRICT shall maintain a log within each unit member's personnel file indicating the persons (other than employees in the Human Resources Office) who have examined the file and the date of such examination. The log and the unit member's personnel file shall also be available to the appropriate ASSOCIATION representative with written authorization of the unit member where disciplinary action is pending against, or a grievance has been filed by the unit member. Such examination by the unit member or ASSOCIATION representative shall conform to the parameters set forth under Section 16.2.2.

16.2.4 **SEALING OF DEROGATORY MATERIAL.** All derogatory materials shall remain in the personnel file for a period of two (2) years. Upon the written request of the unit member, derogatory material that is more than two (2) years old shall be placed in a separate sealed envelope to be retained in the back of the personnel file. The Office of Human Resources shall remove the sealed envelope from the personnel file during the file review and replaced once the review is concluded. These documents contained in the sealed envelope shall not be presented, used or disclosed: 1) except with the specific written consent of the unit member for the derogatory material to be reviewed, 2) upon the filing of any action or proceeding by the unit member against the DISTRICT or its agents or unit members (including but not limited to a grievance or other complaint or appeal), and/or 3) upon court order or as otherwise compelled by law.

16.3 **RECLASSIFICATION.** "Reclassification" shall mean the upgrading of a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in that position.

16.3.1 **RECLASSIFICATION REQUESTS FORM.** Unit members requesting reclassification shall complete a "Position Description Questionnaire" form (accessible on the DISTRICT intranet) and for reference purposes, a copy of the Position Description Questionnaire is located in **Appendix (H).**

~~16.3.1.1 Step 1. — A request shall be submitted on an online accessible and fillable Reclassification Request Form (Appendix E). This form can be obtained from the Office of Human Resources or the DISTRICT's website.~~

~~16.3.1.2 Step 2. — Upon completion of the appropriate form, the unit member will submit the Reclassification Request to the Office of Human Resources.~~

~~16.3.1.3 Step 3. — The Office of Human Resources shall date stamp a copy of all forms submitted and will provide a copy to the unit member and the ASSOCIATION.~~

- ~~16.3.2~~ The ASSOCIATION or the DISTRICT may propose a reclassification for any position at any time during the life of the Collective Bargaining Agreement. A reclassification request may be initiated by the DISTRICT, ASSOCIATION, unit member, or their immediate supervisor.

(renumber starting here)

RECLASSIFICATION REQUEST - COMPONENTS. For the purpose of this section, the comprehensive request for reclassification form “Position Description Questionnaire” shall be comprised of the following (2) components:

- a. **Unit Member Reclassification Request.** Unit members must complete a “Position Description Questionnaire” form (accessible on the DISTRICT intranet) by the end of the first working week of the month. The Position Description Questionnaire form shall be shared with the immediate supervisor and will become part of the reclassification request review process.
- b. **Immediate Supervisor Statement.** As part of the reclassification request process, the immediate supervisor shall respond to their section of the “Position Description Questionnaire” form (accessible on the DISTRICT intranet) within fifteen (15) days of receipt. The “Position Description Questionnaire” form shall be shared with the ASSOCIATION and the unit member and will become part of the reclassification request review process.

- ~~16.3.3~~ **RECLASSIFICATION REQUEST REVIEW - PROCESS AND CRITERIA.** The reclassification process will be a collaborative process between the ASSOCIATION and the DISTRICT. ~~The ASSOCIATION and DISTRICT negotiation teams will meet monthly to review reclassification requests.~~ The Office of Human Resources may reach out to the unit member via e-mail to discuss their reclassification request; this allows the Office of Human Resources and a representative from the ASSOCIATION to collect relevant information related to the reclassification request. This discussion is intended to be a collaborative process between the Office of Human Resources and the ASSOCIATION; however, the unit member may elect not to have a representative present for the discussion with the Office of Human Resources. (moved to from below)

~~16.3.3.~~ ~~The ASSOCIATION and DISTRICT negotiations teams will review all completed reclassification requests.~~ (reworded and moved below to frequency) The criteria for a review shall be a significant, consistent, and ongoing increase in job content (e.g., required knowledge, skills, abilities, responsibility, and accountability). The review evaluates job content only, not the person, and is not based on job performance, length of service, or other characteristics related to the unit member in the position. Increased workload and ~~normal~~ typical increases in skills, experience, proficiency, and adaptation to new technologies consistent with the duties of the classification in a position are not the basis for a reclassification review. See **Section 16.5.**

- ~~16.3.3.2 Step 1~~ — ~~Reclassification requests must be submitted to the Office of Human Resources by the end of the first working week of the month.~~

~~16.3.3.3 Step 2~~ Upon receipt of the request, the Office of Human Resources will date stamp the request prior to forwarding a copy to the unit member's immediate supervisor. The ASSOCIATION and the unit member shall receive a date stamped copy immediately.

~~16.3.3.4 Step 3~~ The immediate supervisor will provide their comments to the Office of Human Resources within fifteen (15) working days. The ASSOCIATION and the unit member shall receive a date stamped copy immediately.

(renumber starting here)

RECLASSIFICATION REQUEST - REVIEW MEETING. The ASSOCIATION and the DISTRICT negotiation teams shall review completed "Position Description Questionnaire" forms received within the timeline (see section xx) at their next scheduled meeting. The ASSOCIATION and the DISTRICT negotiation teams will review and discuss the information submitted on the "Position Description Questionnaire" form, including information shared during the unit members' discussion with the ASSOCIATION and/or the Office of Human Resources (see section xx) and during the unit member(s) meeting with the negotiation teams (see section xx).

- a. **Unit Member Meeting.** In the event that a unit member requests a meeting with the ASSOCIATION and the DISTRICT negotiation teams, the Office of Human Resources will reach out to the unit member via e-mail to schedule the meeting only if the unit member notes it on the "Position Description Questionnaire" form; the Office of Human Resources will notify the unit member of their option to meet in person or remotely. The unit member will be scheduled to meet with the ASSOCIATION and DISTRICT negotiation teams, for no more than fifteen (15) minutes, and will be asked to share information relevant to their request for reclassification and answering any questions from either the ASSOCIATION and/or the DISTRICT negotiation teams.

~~16.3.3.5 Step 4~~ 5 Reclassification requests shall be reviewed by the ASSOCIATION and DISTRICT negotiation teams shall at their next scheduled meeting. A decision shall be rendered within forty five (45) days of submission.

- a. If the job duties that the incumbent is performing are not found in an existing job description, then an updated draft job description or when appropriate a new classification, will be provided by the DISTRICT and shall be subject to the negotiations process between the ASSOCIATION and DISTRICT. This process shall be completed within forty five (45) days of the decision.

~~16.3.3.6 Step 5~~ The ASSOCIATION and DISTRICT negotiation teams will evaluate each request for classification review based on the information submitted by the unit member on the Reclassification Request Form.

- a. If requested, a unit member shall have a meeting scheduled with the committee.

RECLASSIFICATION REQUEST REVIEW—DECISION AND VOTE. The ASSOCIATION and the DISTRICT negotiation teams will internally discuss the reclassification requests submitted, and a final determination (vote) to approve or deny the request(s) will be made. The ASSOCIATION and the DISTRICT negotiation teams will have only one vote (Yes/No), which the Lead Negotiator for each side will present to the negotiation teams. The following general provisions apply to the reclassification request review decision and vote process.

Reclassification Request—Approved: The ASSOCIATION and the DISTRICT negotiation teams voted to approve the unit member’s request for reclassification; the provisions outlined in the Reclassification Request—Notification and Approval (see section xx) shall apply.

Reclassification Request—Denied: The ASSOCIATION and the DISTRICT negotiation teams voted to deny the unit member’s request for reclassification; the provisions outlined in the Reclassification Request—Notification and Approval (see section xx) shall apply.

If it is decided that the unit member was working out of class but their request for reclassification is denied, the out of class work will cease and the unit member will be awarded out of class pay in accordance with Article 7: Pay and Allowances (see section 7.11) for the duration of out of class work.

If it is decided that the unit member was working out of class but their request for reclassification is denied because the classification requested does not convey an accurate and precise representation of the work being performed, the unit member will be compensated out of class pay at 5% until the appropriate classification is identified or created.

Reclassification Request—Split Vote: The ASSOCIATION and the DISTRICT negotiation teams come to a split vote, then the reclassification request(s) will be reviewed by a DISTRICT Subject Matter Expert (SME) and the following provisions shall apply: the SME shall consist of DISTRICT employees appointed by the ASSOCIATION and the DISTRICT and will be trained by the Office of Human Resources on the reclassification review process and criteria. The SME(s) will review (1) the “Position Description Questionnaire” form and (2) will be provided with the information shared during the unit member’s discussion with the ASSOCIATION and/or the Office of Human Resources (see section xx), including any information shared during the unit member(s) meeting with the negotiation teams (see section xx). The SMEs shall render a recommendation of the appropriate action to approve or deny the reclassification request within fifteen (15) days. The recommendation of the SME shall be considered by the appropriate Vice President, Director, and/or Executive Manager of the applicable site/department, who shall render a final decision concerning the reclassification request.

RECLASSIFICATION REQUEST - NOTIFICATION AND APPROVAL. The Office of Human Resources will notify the unit member(s) and the ASSOCIATION in writing via DISTRICT e-mail within ten (10) days of the reclassification request decision. ~~in writing within ten (10) working days at the conclusion of the meeting.~~ If the reclassification request is denied, the Office of Human Resources will notify the unit member of the denial

and its rationale. A unit member has the right to appeal in writing via DISTRICT e-mail to the appropriate College President or Vice Chancellor of the applicable site/department; to the Chancellor within fifteen (15) working days after being informed of the decision. The Administrator Chancellor shall notify the unit member and the negotiation teams in writing via DISTRICT e-mail within twenty (20) working days of their decision, which shall be final.

Final reclassification requests determinations shall be documented in the form of a Memorandum of Understanding and shall be subject to both Parties' ratification processes as required. All approved reclassifications requests shall be submitted for board approval no later than the next available board meeting.

~~16.3.3.7 Step 6 — The Office of Human Resources will notify the unit member(s) and the ASSOCIATION of the decision in writing within ten (10) working days at the conclusion of the meeting. If the request is denied, the Office of Human Resources will notify the unit member of the denial and rationale.~~

~~16.3.3.8 Step 7 — Reconsideration/Appeal Process. The unit member has the right to appeal in writing to the Chancellor within fifteen (15) working days after being informed of the decision. The Chancellor shall notify the unit member and the negotiation teams in writing within twenty (20) working days of their decision which shall be final.~~

~~16.3.3.9 Step 8 — Final determinations shall be documented in the form of a memorandum of understanding and shall be subject to both parties' ratification processes as required. All approved reclassifications shall be submitted for board approval no later than the next available board meeting.~~

16.3.4 **INCUMBENT RIGHTS.** When a position is reclassified, the incumbent in the position shall be entitled to serve in the new position.

16.3.5 **SALARY OF POSITION RECLASSIFICATION.** The salary of a unit member in a position that is reclassified shall be determined as follows:

- a. If a position is reclassified to a classification having the same salary range (reclassification – lateral), the salary and anniversary date of the unit member shall not change; however, the anniversary date shall be changed to reflect the date the unit member is reclassified into their new classification (see section 16.3.6).
- b. If a position is reclassified to a classification having a higher salary range (reclassification–upward), the unit member shall be placed on the appropriate salary range of their new classification, which would result in no less than a five (5%) percent increase over the current salary, except if the new placement is at highest Step. The anniversary date of the unit member shall not change. the anniversary date shall be changed to reflect the date the unit member is reclassified into their new classification (see section 16.3.6).

- 16.3.6 The effective date of an approved reclassification request shall be the date the application "Position Description Questionnaire" form was stamp received by the Office of Human Resources.
- 16.4 **PLACEMENT IN THE CLASSIFICATION AND RANGE.**
- 16.4.1 Every unit member shall be placed in a classification and range in the classified service.
- 16.5 **WORKLOAD ANALYSIS.** The ASSOCIATION, the unit member, or the unit member's immediate supervisor may request a workload analysis to evaluate the workload of a unit member. The written request shall be submitted in writing via DISTRICT e-mail to the Office of Human Resources. This analysis is separate from the reclassification request process and may be requested at any time throughout the year.
- 16.5.1 The written results of the workload analysis will be provided to the unit member and the ASSOCIATION. The results will contain methods of analysis and data used to analyze the workload.
- 16.6 **CLASSIFICATION AND COMPENSATION STUDY PROCESS.**
- 16.6.1 The DISTRICT and the ASSOCIATION shall review each classification within the bargaining unit at least once within a three (3) year period. The Pparties mutually agree that all reclassification requests will be placed on hold and will be processed at the completion of the study or within one (1) year from submission.
- 16.6.2 The DISTRICT and the ASSOCIATION shall mutually agree on the compensation and classification study process. The study should take no longer than (1) year to complete unless both Pparties mutually agree to extend the time period. Any sSalary range adjustments shall be negotiated.
16. 6.3 ~~Salary range adjustments shall be negotiated.~~ Position classification and reclassification shall be subject to mutual agreement between the DISTRICT and the ASSOCIATION. (moved from below).
- 16.6 ~~**CLASSIFICATION AND RECLASSIFICATION REQUIREMENTS.**~~
- ~~16.6.1 Position classification and reclassification shall be subject to mutual agreement between the DISTRICT and the ASSOCIATION.~~
- 16.7 ~~Either party may propose a reclassification for any position at any time during the life of the Agreement.~~

ARTICLE 17: ~~PROGRESSIVE DISCIPLINE~~

- 17.1 ~~**PROGRESSIVE DISCIPLINE ACTION.**~~ Discipline is a series of disciplinary actions, corrective in nature and is not intended to be punitive. ~~Discipline is intended~~ to provide unit members the opportunity to improve job performance and comply with policies and procedures. ~~This process enables immediate supervisors to assist unit members in meeting performance standards and adhering to established policies and procedures.~~ Progressive Discipline shall be administered in an objective, consistent, reasonable, and confidential manner.

17.1.1 **TIME PERIOD FOR BRINGING DISCIPLINARY ACTION.** No disciplinary action shall be taken for any cause that arose prior to the unit member's becoming permanent, or for any cause that arose more than two (2) years preceding the date of the filing of the notice of cause, unless the cause was concealed or not disclosed by the unit member when it could be reasonably assumed that the unit member should have disclosed the facts to the employing district.

- 17.2 **RIGHT OF REPRESENTATION.** A unit member has the right to representation in any meeting in which the unit member reasonably believes that the meeting may result in discipline against the unit member.

- 17.3 **DISCIPLINE PROCESS.** Prior to imposing formal disciplinary action upon a unit member, the immediate supervisor will have an informal discussion to address the identified deficiencies, ~~except where the deficient performance or misconduct dictates otherwise.~~ ~~Progressive discipline shall be followed commencing with step one (1).~~ Exceptions to progressive discipline include, ~~but are not limited to,~~ serious cases of cause as defined in **Article 17.14**. Discipline includes, but is not limited to, (1) performance improvement deficiencies conference, (2) written warning, (3) written reprimand, (4) suspension without pay, and (5) termination. ~~Discipline for misconduct may commence at any step, depending on the seriousness of the misconduct. The DISTRICT shall follow the principles of progressive discipline, when applicable.~~

A "day" is any day in which the Office of the Human Resources Department of San Bernardino Community College District is normally open for business to the public.

- 17.3.1 **Step 1 – Performance Deficiencies Improvement Conference.** A unit member's immediate supervisor shall notify the unit member of the deficiencies in their job performance that ~~has~~ ~~have~~ been observed. The immediate supervisor shall identify improvements needed and how the unit member may improve their performance. The immediate supervisor shall ~~develop~~ ~~provide~~ a written Performance Improvement Plan (PIP) improvement plan, ~~which shall include~~ including previous discussions or counseling, coaching and training, as needed, to address the identified deficiencies. The unit member's performance must be reviewed within sixty (60) days to document the unit member's progress, including any recommendations for continued success. ~~All documentation related to the performance deficiencies conference shall~~ Documentation of the coaching shall not be placed in the unit member's personnel file, ~~and shall~~ but may be used as supporting documentation in later steps. ~~This Step 1 – Performance Deficiencies Conference shall also serve as the Performance Evaluation – Conference for unit members placed on a PIP referenced Article 13: Performance Evaluation Procedures section 13.4 of this Agreement.~~

- 17.3.2 **Step 2 – Written Warning.** If deficiencies identified in Step 1 have not improved, ~~the~~

~~unit member shall receive a written warning.~~ The immediate supervisor shall issue a written warning to the unit member, and it shall be prepared and delivered in person to the unit member during a scheduled disciplinary meeting. Copies of the written warning shall be sent to the unit member and the ASSOCIATION Chapter President or designee. The written warning shall consist of the unit member's specific deficiencies and/or incidents of the unit member's deficient performance or misconduct, and specific direction for improvement. The written warning shall not include incidents or deficiencies that were not discussed in the Step 1. Documentation of the written warning shall be placed in the unit member's personnel file.

17.3.3 **Step 3 –Written Reprimand.** If deficiencies identified in Step 2 have not improved, the ~~unit member's immediate supervisor~~ shall issue a written reprimand to the unit member, and it shall be prepared and delivered in person to the unit member during a scheduled in-person disciplinary meeting. Copies of the written reprimand shall be sent to the unit member and the ASSOCIATION Chapter President or designee. The written reprimand shall outline specific deficiencies and/or incidents of the unit member's performance or misconduct, and written directives specific direction for improvement. Attached to written reprimand shall be a copy of the written improvement plan, including previous discussions, or counseling, and coaching and training, related to the identified deficiencies, and the letter of written warning. The written reprimand shall not include any incidents or deficiencies that were not included in the Step 2. Copies of the written reprimand shall be sent to the unit member and the ASSOCIATION Chapter President or designee (moved from above). Unit member's will be provided thirty (30) working days to respond prior to placing the written reprimand in the personnel file.

17.3.4 **Step 4 –Suspension.** If deficiencies identified in Step 3 have not improved or if the unit member's conduct warrants starting the disciplinary action at Step 4, the immediate supervisor may make a recommendation to the Vice Chancellor of Human Resources or designee that the unit member's deficient performance or misconduct may warrant a suspension without pay for a period not to exceed five (5) days, as deemed appropriate. Copies of the recommendation shall be sent to the unit member and the ASSOCIATION Chapter President or designee and placed in the unit members' personnel file. A Notice of Intent to Discipline notice of the suspension shall be prepared in accordance with section 17.5 and delivered to the unit member and placed in the unit member's personnel file during a scheduled disciplinary meeting and subject to the disciplinary procedures within Article 17.5.

17.3.5 **Step 5 – Further Action.** If deficiencies identified in Step 4 have not improved after the above procedures have been followed or if the misconduct warrants disciplinary action beginning at Step 5, the Vice Chancellor of Human Resources or designee may propose recommend the following further disciplinary action be taken against the unit member: Additional discipline may include: demotion, suspension, reduction in hours, transfer or reassignment without the unit member's voluntary consent, written reprimand, or termination. Copies of the notice of proposed discipline shall be sent to the unit member and the ASSOCIATION Chapter President or designee. The Notice of Intent to Discipline notice of proposed discipline for further action shall be prepared in accordance with section 17.5 and delivered to the unit member during a scheduled disciplinary meeting and subject to the disciplinary procedures within Section 17.5 and placed in the unit member's personnel file. The notice of proposed discipline for further action shall be

~~placed in the unit members' personnel file.~~

- 17.4 **CAUSES FOR DISCIPLINARY ACTION.** Cause is defined as those acts, omissions, or behaviors which are detrimental to the operations of the DISTRICT and/or its major instructional, student and administrative divisions, or which impair the DISTRICT's mission, purpose or objectives.

The term "cause" for disciplinary actions that occur outside the progressive discipline steps in the forgoing portions of Article 17 includes, **but is not limited to:**

1. Job Performance

- a. Incompetence, i.e., inability to comply with the minimum standard of a unit member's position for a significant period of time.
- b. Inefficiency or inexcusable neglect of duty, i.e., failure to perform duties required of a unit member in the position.
- c. **Denial, suspension, revocation or non-renewal of a license, permit or any other document(s) required by the nature of the position.**
- d. Abuse or misuse of sick leave.
- e. Documented pattern of excessive absenteeism.
- f. Repeated unexcused absence or tardiness.
- g. Unexcused absence without leave.

2. Personal Conduct

- a. Any willful act of conduct undertaken in bad faith, either during or outside of duty hours which is of such a nature that it causes discredit to the DISTRICT, the unit member's department, or division.
- b. Fraud in securing employment or making a false statement on an application for employment.
- c. Willful disobedience and insubordination.
- d. Abandonment of position (unexcused absence of three (3) consecutive **workdays** or more).
- e. Working overtime without authorization.
- f. The refusal of any officer or unit member of the DISTRICT to testify under oath before any court, grand jury, or administrative officer having jurisdiction over any then pending cause of inquiry in which the DISTRICT is involved. Violation of this provision may constitute of itself sufficient ground for the immediate discharge of such officer or unit member.
- g. Improper or unauthorized use of DISTRICT property.
- h. Personal conduct of an unlawful nature or other conduct which a reasonable person would know may have adverse impact on the DISTRICT.
- i. Drinking alcoholic beverages on the job, or reporting to work while intoxicated.
- j. Use of narcotics on the job or reporting to work under the influence. The use of drugs under and consistent with the directions of a physician which does not impair the performance of a classified unit member is not prohibited.
- k. Intentionally falsifying any information supplied to the DISTRICT, including, but not limited to, information supplied on application forms, employment records, or any other

DISTRICT records.

- l. Carelessness or negligence in the care and/or use of DISTRICT property.
- m. Discourteous offensive, or abusive conduct or language toward other unit members, students, or the public.
- n. Dishonesty. (Examples may include a unit member's fabricated excuses, falsification of reports or other documents, stealing, cheating, defrauding, embezzling, or obtaining property or money under false pretenses; or the use of fraud, deception, or misrepresentation of material facts in the employment relationship.)

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

- a. Willful violation of policies, procedures, and other rules which may be prescribed by the DISTRICT, college(s), or departments.
- b. Negligent or intentional violation of any law concerning the DISTRICT.
- c. Engaging during required work time in political activity not authorized by law.
- d. Persistent violation or refusal to obey all rules and regulations made applicable to public schools by the Governing Board or by any appropriate federal, state or local governmental agency.
- e. Offering of anything of value or offering any service in exchange for special treatment in connection with the classified unit member's assigned duties, or the accepting of value or any service in exchange for granting any special treatment to another unit member or to any member of the public.
- f. Advocacy of overthrow of federal, state or local government by force, violence or other unlawful means.
- g. Conviction of any felony or any crime involving moral turpitude.
- h. Conviction of a sex offense as define in Education Code.
- i. Conviction of a narcotics offense as defined in Education Code.
- j. Refusal to subscribe to any oath or affirmation, which is required by law in connection with DISTRICT employment.
- k. Acceptance from any source of a reward, gift, or other form of remuneration in addition to regular compensation to a unit member for the performance of their official duties.
- l. Failure to adhere to safety policies and practices.

- ~~Unexcused absence without leave.~~
- ~~Abuse or misuse of sick leave.~~
- ~~Documented pattern of excessive absenteeism.~~
- ~~Repeated unexcused absence or tardiness.~~
- ~~Carelessness or negligence in the care and/or use of DISTRICT property.~~
- ~~Discourteous offensive, or abusive conduct or language toward other unit members, students, or the public.~~
- ~~Dishonesty.~~
- ~~Personal conduct of an unlawful nature or other conduct which a reasonable person would know may have adverse impact on the DISTRICT.~~
- ~~Conviction of any felony or any crime involving moral turpitude.~~
- ~~Conviction of a sex offense as define in Education Code.~~
- ~~Conviction of a narcotics offense as defined in Education Code.~~
- ~~Drinking alcoholic beverages on the job, or reporting to work while intoxicated.~~

- ~~Use of narcotics on the job or reporting to work under the influence. The use of drugs under and consistent with the directions of a physician which does not impair the performance of a classified unit member is not prohibited.~~
- ~~Intentionally falsifying any information supplied to the DISTRICT, including, but not limited to, information supplied on application forms, employment records, or any other DISTRICT records.~~
- ~~Negligent or intentional violation of any law concerning the DISTRICT.~~
- ~~Engaging during required work time in political activity not authorized by law.~~
- ~~Persistent violation or refusal to obey all rules and regulations made applicable to public schools by the Governing Board or by any appropriate federal, state or local governmental agency.~~
- ~~Offering of anything of value or offering any service in exchange for special treatment in connection with the classified unit member's assigned duties, or the accepting of value or any service in exchange for granting any special treatment to another unit member or to any member of the public.~~
- ~~Advocacy of overthrow of federal, state or local government by force, violence or other unlawful means.~~
- ~~Working overtime without authorization.~~
- ~~The refusal of any officer or unit member of the DISTRICT to testify under oath before any court, grand jury, or administrative officer having jurisdiction over any then pending cause of inquiry in which the DISTRICT is involved. Violation of this provision may constitute of itself sufficient ground for the immediate discharge of such officer or unit member.~~
- ~~Improper or unauthorized use of DISTRICT property.~~
- ~~Refusal to subscribe to any oath or affirmation, which is required by law in connection with DISTRICT employment.~~
- ~~Any willful act of conduct undertaken in bad faith, either during or outside of duty hours which is of such a nature that it causes discredit to the DISTRICT, the unit member's department, or division.~~
- ~~Fraud in securing employment or making a false statement on an application for employment.~~
- ~~Willful disobedience and insubordination.~~
- ~~Abandonment of position (unexcused absence of three (3) consecutive days or more).~~
- ~~Acceptance from any source of a reward, gift, or other form of remuneration in addition to regular compensation to a unit member for the performance of their official duties.~~
- ~~Willful violation of policies, procedures, and other rules which may be prescribed by the DISTRICT, college(s), or departments.~~
- ~~Incompetence, i.e., inability to comply with the minimum standard of a unit member's position for a significant period of time.~~
- ~~Inefficiency or inexcusable neglect of duty, i.e., failure to perform duties required of a unit member in the position.~~
- ~~Advocacy of overthrow of federal, state or local government by force, violence or other~~

~~unlawful means.~~

17.5 **NOTICE OF INTENT TO DISCIPLINE.** When disciplinary action is proposed ~~amounting to a one-day suspension or more is proposed~~, the DISTRICT shall provide the ASSOCIATION and unit member with ~~a copy of the Notice of Intent to Proposed Discipline in person, or certified mail and regular mail if the DISTRICT is in writing and be served in person or by certified mail and regular mail, to include electronic service (i.e. email) if we are unable to serve the Notice of Intent to Discipline discipline in person.~~ The ~~Notice~~ **Notice of Intent to Discipline** will set forth the cause of the action, the specific acts ~~and/or~~ omissions upon which the proposed discipline is based and copies of all statements or documents upon which the DISTRICT relied on assessing the degree of proposed discipline. The ~~notice~~ **Notice of Intent to Discipline** should be in compliance with the provisions of Education Code Sections 88013, ~~and~~ 88016.

17.5.1 **DUE PROCESS.** When disciplinary action **amounting to a one-day suspension or more** is being proposed against a unit member the DISTRICT must comply with the procedural due process requirements before it may deprive a unit member their property right and/or interest. Due process mandates that at a minimum a unit member must be provided with the following pre-disciplinary safeguards:

- a. notice of the ~~proposed~~ **intended disciplinary** action;
- b. cause(s) for the action;
- c. a statement of the charges signed by the Vice Chancellor of Human Resources or designee setting forth in clear and understandable language the specific act(s), error(s), or omission(s) giving rise to the charges;
- d. a copy of all materials including statements on which the DISTRICT relied upon preparing the ~~Nnotice of lintent to Ddiscipline;~~
- e. copies of any sections of this contract, Education Code, board policy, rules, regulations, or laws which are alleged to have been violated;
- f. notice of the right to respond to the charges either verbally or in writing prior to imposed discipline;
- g. the right to representation at all phases of the disciplinary process; and
- h. statement of the unit member's right to hearing(s).

17.6 **DISCOVERY.** ~~The unit member and the ASSOCIATION Chapter President or designee shall have the right to inspect and receive copies of any documents or other materials in the possession or under the control of the DISTRICT which are relevant to the disciplinary action proposed, at times and places reasonable for the unit member and the DISTRICT.~~ (repetitive, addressed in D above)

- 17.7 **BURDEN OF PROOF.** When disciplinary action is to be imposed on the unit member, the burden of proof shall rest with the DISTRICT.
- 17.8 **PAID ADMINISTRATIVE LEAVE.** The Vice Chancellor of Human Resources or designee may upon written notice place a unit member on ~~pPaid~~ ~~aAdministrative~~ ~~lLeave~~ when investigating allegations of misconduct, wrongdoing, illegal acts, or for the safety or for the protection of the public, DISTRICT, or individual. The unit member shall remain on paid administrative leave while the investigation is being conducted, a decision is rendered and subsequent action is taken. All of the aforementioned shall be conducted in a timely and expeditious manner. Paid ~~aAdministrative~~ ~~lLeave~~ shall mean that the unit member shall not report to work, but shall receive all pay and benefits and shall be accessible to the DISTRICT during all scheduled working hours.
- 17.9 **COMPULSORY LEAVE.** A unit member charged with the commission of any sex offense as defined in, but not limited to, Education Code Section 87010, or with the commission of any narcotics offense as defined in, but not limited to, Education Code Section 87011, may be placed on compulsory leave of absence pending a final disposition of such charges. ~~Paid Administrative Leave shall mean that the unit member shall not report to work, but shall receive all pay and benefits and shall be accessible to the DISTRICT during all scheduled working hours.~~
- 17.10 **RIGHT TO A PRE-DISCIPLINARY MEETING (SKELLY CONFERENCE).** The ~~Notice of Intent to Discipline~~ ~~“notice of proposed discipline”~~ shall inform the unit member of their right to request a “pre-disciplinary meeting” (Skelly Conference) prior to the imposition of the discipline. The unit member will be provided a copy ~~of the Notice of Intent to Discipline~~ ~~via~~ in person, or by certified mail and regular mail, ~~to include electronic service (i.e., email) if the DISTRICT is~~ we are unable to serve the discipline in person ~~request for a “pre-disciplinary”, and will sign acknowledging receipt of the Notice of Proposed Discipline.~~ Such ~~request for a~~ pre-disciplinary meeting (Skelly Conference) must be made in the manner articulated ~~in the Notice of Intent to Discipline~~ ~~in writing~~ within five (5) days from receipt of the ~~Notice of Proposed Discipline~~ ~~Notice of Intent to Discipline~~ and ~~be actually received by~~ ~~returned to~~ the Vice Chancellor of Human Resources or designee ~~no later than five (5) days after the notice is delivered.~~ If a unit member ~~requests a “pre-disciplinary meeting” (Skelly Conference).~~ In the event of the unit member’s timely request ~~for~~ of a “pre-disciplinary meeting” (Skelly Conference), such a meeting shall be held no sooner than ~~five~~ (5) days but within a reasonable period of time of ~~upon~~ the unit member’s request. At such a meeting the unit member shall be granted a reasonable opportunity, either in person or in writing, to make any representations the unit member believes are relevant to the case and put forth any information as to why the intended action should not proceed.
- If a “pre-disciplinary ~~meeting~~” ~~hearing~~ is held, the DISTRICT shall provide the ASSOCIATION and unit member with a written notification of the Skelly Officer’s recommendation to either continue, amend, reduce, or dismiss the proposed discipline within ten (10) days.
- 17.11 **RIGHT TO AN EVIDENTIARY HEARING.** ~~If the unit member forgoes the “pre-disciplinary meeting” (Skelly Conference) or the DISTRICT chooses to impose disciplinary action amounting to a one-day suspension or more after the “pre-disciplinary meeting” the DISTRICT shall provide the unit member with a Final Notice of Discipline. The Final Notice of Discipline “Notice of Proposed Discipline” shall inform the unit member of their right to request an evidentiary hearing after a decision is provided resulting from the “pre-disciplinary meeting” (Skelly Conference). Unit members’ have the right, upon request, to an evidentiary hearing before the disciplinary action is final. Such request for an evidentiary hearing must be made in the manner articulated~~

~~in the Final Notice to Discipline and be made in writing within five (5) days from receipt of the Final Notice of Discipline and returned to the Vice Chancellor of Human Resources or designee within the five (5) days. Notice to Request an Evidentiary Hearing. If the unit member desires a hearing, Notice to Request an Evidentiary Hearing must be received by the Vice Chancellor of Human Resources or designee no later than five (5) days after notice is delivered. If the unit member requests an evidentiary hearing within the five (5) day period, at such hearing the unit member will be provided an opportunity to present oral and/or documentary evidence, confront and cross-examine witnesses and to be represented by a representative of their choice. No evidentiary hearing shall be held unless written notice is delivered to the Vice Chancellor of Human Resources or designee within five (5) days of the date this notice is served on the unit member.~~

Failure to file a timely request for an evidentiary hearing waives the unit member's right to an evidentiary hearing and no hearing will be held.

17.12 MEMBER'S RIGHT DURING AN EVIDENTIARY HEARING.

- a. **Evidentiary Hearing:** All evidentiary hearings shall be conducted by a neutral hearing officer who shall be mutually agreed upon within twenty (20) days of the written request for an evidentiary hearing by the DISTRICT and ASSOCIATION. In the event the parties are unable to reach an agreement on the hearing officer within twenty (20) days from the date of the request for the hearing, a request for a list of five (5) qualified hearing officers will be submitted to the California Mediation and Conciliation Service by the DISTRICT. The Hearing Officer will be selected from the aforementioned list by alternate strike off. The first strike off will be determined by chance then each party will strike one name from the list until only one name remains. The remaining hearing officer will conduct the hearing. The hearing shall be conducted under rules of procedure established by the hearing officer which are consistent with the law. Both the DISTRICT and ASSOCIATION shall have the right to call witnesses, introduce evidence, cross-examine any witness, and make motions or objections to the proceedings. All hearings shall be closed to the public unless the affected unit member specifically requests that the hearing be open to the public.
- b. **Witnesses and Evidence:** The hearing officer shall have the authority to compel the production of such witnesses and evidence as may be necessary to ensure that the bargaining unit member's due process rights are protected. The technical rules of evidence shall not apply. Hearsay evidence may be submitted to support direct evidence, but may not be sufficient standing alone to support a finding.
- c. **Hearing Officer's Non-Binding Decision:** Following the Evidentiary Hearing, the Hearing Officer shall render their findings and non-binding decision, which shall be served on both parties. The Hearing Officer's decision is a recommendation only to the Governing Board and is not binding.
- d. ~~Unit members have the right to an evidentiary hearing before a neutral hearing officer; however, the Board of Trustees' determination of the sufficiency of the cause of disciplinary action shall be conclusive, final, binding on all parties, and not subject to further appeal.~~ The Governing Board's decision determination of the sufficiency of the cause of disciplinary action shall be conclusive, final, binding on all parties, and not subject to further appeal.
- e. **Costs:** The cost of the hearing and hearing officer will be borne by the DISTRICT.

ARTICLE 18: GRIEVANCE PROCEDURE

- 18.1 A “grievance” is a formal written allegation, on the prescribed DISTRICT form, by a unit member alleging a violation of this Agreement.
- 18.2 A “grievant” is a unit member, unit members, or the ASSOCIATION.
- 18.3 A “day” is any day in which the central administrative office of the San Bernardino Community College DISTRICT is open for business.
- 18.4 The “immediate supervisor” is the lowest level supervisor having immediate jurisdiction over the grievant and who has been designated to adjust grievances.
- 18.5 **INFORMAL LEVEL.** A unit member’s grievance must be submitted orally in an informal conference with the unit member’s immediate supervisor within twenty (20) days after the act or omission giving rise to the grievance, or twenty (20) days after the unit member, through the exercise of reasonable diligence, should have had knowledge of the act or omission that have gave rise to the grievance. At the time of the conference, the unit member may be accompanied by another unit member.
- 18.6 **FORMAL LEVEL - STEP 1.** If the alleged grievance is not resolved at the informal conference, the grievant must within five (5) days after the informal conference, present their grievance in writing to their immediate supervisor (**Appendix F**). This statement shall be a clear, concise statement of the grievance, the decision rendered at the informal conference and the specific sections of the Agreement allegedly violated, misapplied, misinterpreted and the specific remedy sought. A grievance may include more than one (1) unit member provided the issue is the same.
- The supervisor shall communicate their decision to the unit member in writing within five (5) days after receipt of the written grievance.
- 18.7 **STEP 2.** In the event the grievant is not satisfied with the decision rendered by the supervisor, they may appeal the decision to the Chancellor or their designee within five (5) days after receipt of the supervisor’s decision. This statement must include a copy of the original grievance, the decision rendered by the immediate supervisor, and the reason for the appeal. The Chancellor, or their designee, will communicate a decision in writing within ten (10) days after receipt of the appeal.
- 18.8 **STEP 3.** If the grievant is not satisfied with the decision of the Chancellor or their designee, the grievant may (with the approval of the ASSOCIATION) within thirty (30) days, submit a request in writing to the Chancellor for binding arbitration of the dispute.
- 18.8.1 The ASSOCIATION and the DISTRICT shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request the State Conciliation Service to supply a list of five (5) names. Each PARTY shall alternately strike a name from the list until only one (1) name remains. The remaining person shall be the arbitrator. The order of the striking shall be determined by lot.
- 18.8.2 The fees and expenses of the arbitrator shall be borne equally between the DISTRICT and the ASSOCIATION. All other expenses shall be borne by the party incurring them. The

arbitrator shall, as soon as possible, hear evidence and render a decision on the issue(s) submitted that shall be binding on the grievant, the ASSOCIATION and the DISTRICT. If the PARTIES cannot agree upon a submission agreement, the arbitrator shall determine the issue(s) by referring to the written grievance and the answer thereto at each step.

- 18.8.3 The Arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement or the written policies, rules, regulations and procedures of the DISTRICT.
- 18.8.4 The Arbitrator shall submit their findings not later than twenty (20) days from the date of the close of the hearings or from the date the final statements and proofs are submitted to them. The arbitrator's findings of fact will be in writing and set forth their reasoning and decision on the issue(s) submitted.
- 18.9 **REPRESENTATION.** A unit member shall have the right to present grievances in accordance with these procedures with or without the intervention of the ASSOCIATION.
- 18.10 **ASSOCIATION NOTIFICATION.** In any instance where the ASSOCIATION is not represented in a grievance, the ASSOCIATION shall be notified of the intended disposition of the grievance ten (10) days prior to final action by the DISTRICT. The ASSOCIATION may respond in writing within the ten (10) day period.
- 18.11 **WAIVER.** The failure of the grievant to act within the prescribed time limits stated in this Article will act as a waiver of the grievance.
- 18.12 **DENIAL AND APPEAL.** The failure of the DISTRICT to issue a decision within the time limit at any step shall be deemed a denial and permit the grievant to proceed to the next step.
- 18.13 **SEPARATE GRIEVANCE FILE.** All documents, communications and records, dealing with the processing of a grievance shall be filed in a separate grievance file. Such materials may be placed in a unit member's personnel file in cases where the document, communication or record may be relevant to a disciplinary matter.
- 18.14 **STATUS OF PARTIES PENDING OUTCOME.** As to matters related to the procedures of this Section, the DISTRICT'S action shall remain in effect pending the final outcome of the grievance.

ARTICLE 19: VACATIONS

19.1 ~~PAID VACATION.~~ All unit members shall earn paid vacation time under the provisions of this Article.

19.2 **PAID VACATION ELIGIBILITY.**

19.2.1 The first day of the month following the date of initial employment is considered the day and month in determining vacation entitlement.

19.2.2 Probationary unit members shall be eligible to accrue vacation, but earned vacation shall not become a vested right until completion of the initial six (6) months of paid status with the DISTRICT. After the completion of this six (6) month period, vacation leave earned under the provisions of this Article shall be available to each Unit member.

19.3 ~~INCREMENTS.~~

~~19.3.1 Vacation shall be taken in increments of not less than one-quarter (1/4) hour.~~

19.4 **VACATION ACCRUAL FORMULA.**

19.4.1 Vacation for unit members shall be computed on an hourly basis, 173 hours being equal to one (1) full-month of employment. Unit members who work less than twelve (12) months per year and/or forty (40) hours per week shall earn vacation on a pro-rated basis per their classified assignment.

19.4.2 Vacation time shall be earned and accrued in hours based on the unit member's longevity date on a monthly basis according to the following schedule:

0 months through 4 years eight and sixty-seventh hours (8.67) hours per month (thirteen (13) vacation days per year)
Beginning 5 years through 10 years ten and sixty-seventh hours (10.67) hours per month (sixteen (16) vacation days per year)
Beginning 11 years through 15 years twelve and sixty-seventh hours (12.67) hours per month (nineteen (19) vacation days per year)
Beginning 16 years fourteen and sixty-seventh hours (14.67) hours per month (twenty-two (22) vacation days per year)
Beginning 20 years 15.33 hours per month (twenty-three (23) vacation days per year)
One (1) additional vacation day will be earned effective with the 20 th year of service
Beginning 25 years 16.00 hours per month (twenty-four (24) vacation days per year)
One (1) additional vacation day will be earned effective with the 25 th year of service

19.4.3 **PARTIAL MONTHS.** Vacation earned for partial months worked shall be as follows:

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CSEA RATIFICATION:

Less than 1 week	25% of a month's entitlement
1 week to 2 weeks	50% of a month's entitlement
More than 2 weeks	100% of a month's entitlement

19.5 **PART-TIME WORKER VACATION ACCRUAL.**

19.4.1 Unit members working less than full time shall earn vacation on a pro-rata basis of the amounts shown in Articles 19.4.2

Less than 40 hours	25% of a month's entitlement
40 hours to 80 hours	50% of a month's entitlement
80 hours or more	100% of a month's entitlement

- 19.6 **VACATION CAP.** Unit members anticipated to have more than four hundred and eighty (480) hours of accumulated vacation at the end of the fiscal year will be required to reduce their balance to less than four hundred and eighty (480) hours. Unit members shall meet with their immediate supervisor to schedule time off. ~~In any case where the DISTRICT and the unit member agree that vacation will not be taken in the foregoing manner, the unit member shall receive cash compensation at the unit member's regular rate of pay. The DISTRICT shall pay unit members in cash for all accumulated vacation hours accrued over the cap as of September 1st of the given year.~~

AUTOMATIC VACATION CASH-OUT IMPLEMENTATION. Effective September 1, 2024, and each September 1 thereafter, any unit member with an excess of four hundred and eighty (480) hours of vacation on September 1 of each calendar year will automatically be paid out those hours exceeding the four hundred and eighty (480) hours. The unit member shall receive cash compensation at the unit member's regular rate of pay and payout will be made available on the first available open pay cycle after October 1.

UNIT MEMBER INITIATED VACATION CASH-OUT. Once a unit member accrues one hundred and ninety-two (192) hours of vacation pay, the unit member may make a written election to cash-out some or all of the vacation pay that the unit member will accrue in the following calendar year. Such election to cash-out vacation pay must be made by the unit member on or before December 31st of the year prior to the unit member's payout date for the vacation pay being cashed-out. Such election will be irrevocable once made. The payout date for the cashed-out vacation pay will be specified on the cash-out request form, which shall be submitted to Payroll (payroll@sbccd.edu), and must be a date by which the unit member will have accrued in such payout year vacation pay which equals or exceeds the amount of vacation pay which the unit member has elected to cashout. Vacation cashouts shall be paid on the unit members' first available open pay cycle. Vacation pay shall be based upon the unit member's salary at the time the vacation is taken or cashed-out.

~~19.6.1 **VACATION PAYOUT IMPLEMENTATION.** Effective July 1, 2023, any unit member with an excess of 480 hours of vacation will be paid out of those hours exceeding the 480 hours. The unit member shall receive cash compensation at the unit member's regular rate of pay and payout will be made available no later than October 15th.~~

19.7 ~~**VACATION PAY.** Vacation pay shall be based upon the unit member's salary at the time the vacation is taken.~~ (reworded and moved to 19.6)

19.8 **STATUS REPORT ON VACATION.** All unit members shall have access to view their individual status report online. The report shall be updated quarterly.

~~19.8.1~~

19.9 **HOLIDAYS (During Vacation).** When a holiday falls during the scheduled vacation of any unit member, the day shall not be charged as a vacation day.

~~19.9.1~~

19.10 **VACATION SCHEDULING.**

19.10.1 Vacations shall be scheduled at times requested by unit members so far as possible within the DISTRICT's work requirements. If there is any conflict between unit members who are working on the same or similar job duties as to when vacations shall be taken, the vacations shall be rotated as equally as is practical among unit members within each department on a seniority basis.

19.10.2 Fractional days of vacation leave may not be granted in not less than one-quarter (1/4) hour. (reworded and moved from 19.3)

~~19.11~~ **~~PRIOR APPROVAL.~~**

19.10.3 **Prior Approval.** Unit members who request vacation shall do so by submitting a **Classified Time Off Request Form (accessible via the District intranet)** ~~vacation request form~~ to their immediate supervisor for approval at least five (5) ~~working~~ days, prior to the first day of the requested vacation and shall be taken at a time which is least disruptive of DISTRICT operations. A unit member's request for vacation must be responded to and answered by the immediate supervisor within **two (2) days** ~~forty-eight (48) hours~~ days of its receipt. If the immediate supervisor or designee does not respond by that time, the request is considered approved. If the request is denied, a reason for denial in writing shall be provided to the unit member. ~~This decision shall not be arbitrary or capricious and every effort will be made by the DISTRICT to accommodate a unit member's request to take vacation.~~

~~19.12~~ **~~CONSECUTIVE FISCAL YEAR.~~**

~~19.12.1 Vacations earned in two (2) different fiscal years may be combined and taken at one time if it does not exceed the maximum vacation entitlement of the most recent complete fiscal year. There must be a period of at least two (2) months of actual performance on the job between vacations that were earned in two (2) fiscal years, unless otherwise approved by the DISTRICT.~~

~~19.13~~ **~~UNAUTHORIZED ABSENCE.~~**

~~19.13.1 Any unit member absent without being on approved vacation leave shall have deducted from their salary the appropriate amount covering such period. The DISTRICT reserves the right~~

BOARD OF TRUSTEES APPROVAL:
CSEA RATIFICATION:

~~to take any appropriate disciplinary action against such unit member, including termination.~~

19.14 VACATION INTERRUPTION.

19.14.1 A permanent unit member may interrupt or terminate their vacation in case of illness or injury, and use sick leave before continuing vacation or returning to work, subject to the following requirements:

19.14.2 The unit member must notify their immediate supervisor of the interruption or termination of their vacation prior to use of sick leave.

19.14.3 The immediate supervisor shall notify the unit member if they may continue their vacation, after use of sick leave, or if they must report to their normally assigned work.

19.14.4 Upon returning to the regularly assigned work, the unit member must furnish a written verification of the illness or injury by a licensed medical provider verifying the basis for such interruption or termination which interrupted or terminated their vacation.

19.15 SEPARATION OR TERMINATION OF EMPLOYMENT.

19.15.1 **RESIGNATION AND RETIREMENT.** Upon termination, a unit member shall be entitled to all unused vacation pay earned and accumulated up to the time of termination, except unit members who have not completed **the initial** six (6) months of employment **with the DISTRICT** in the bargaining unit shall not be entitled to such compensation.

19.16 **VACATION PAYOUT.** A permanent unit member may request in writing to cash out their accrued vacation. This request must be received by the DISTRICT to be paid on their next pay cycle. **(reworded and moved to 19.6)**

ARTICLE 20: HEALTH SERVICE, CONTINUATION AFTER RETIREMENT

- 20.1 **HEALTH COVERAGE AFTER RETIREMENT.** Any unit member who chooses early retirement or disability will continue to be eligible, if permitted by the carrier, to participate in one of the existing hospitalization/medical plan benefits pursuant to the provisions of **Article 10**, with the least expensive hospitalization/medical plan paid by the DISTRICT until age 65. Retirees shall be responsible for any additional cost in the event they select a more expensive hospitalization/medical plan. Coverage after retirement is subject to the following conditions.
- 20.2 **DISABILITY RETIREMENT.** To be eligible for health coverage while on Public Employees' Retirement System disability retirement under this Article, the unit member shall have completed a minimum of five (5) continuous years' service with the DISTRICT.
- 20.2.1 If the retiree is also on social security disability retirement, such medical coverage shall cease when the retiree becomes eligible for Medicare. A retiree on social security disability retirement is eligible for Parts A & B of Medicare two (2) years after they are accepted for social security disability retirement. The DISTRICT medical coverage under this Article will cease as of that date and all Medicare premiums are the responsibility of the retiree.
- 20.3 **SERVICE RETIREMENT.** To be eligible for early service retirement under this Article, the unit member must either:
- a. Have attained the age of sixty (60) before terminating employment and have completed a minimum of ten (10) years continuous service with the DISTRICT or
 - b. Have attained the age of fifty-five (55) before terminating employment and have completed a minimum of twenty (20) years continuous service with the DISTRICT.
- 20.3.1 The unit member must be an employee of the DISTRICT immediately preceding retirement and must retire under the Public Employees' Retirement System or the State Teachers Retirement System.
- 20.4 Notwithstanding the foregoing, the following provisions apply to both service and disability health benefits:
- a. Medical coverage terminates on the death of the retiree.
 - b. The retiree has the responsibility to notify the Office of Human Resources Office of any change of address by certified mail.
 - c. The retiree must annually truthfully respond to a status questionnaire from the Office of Human Resources Office within forty-five (45) days of mailing. Failure to do so may result in termination of these benefits.
 - d. Retirees covered under this Article may change from one (1) DISTRICT offered medical plan to another by notifying the DISTRICT's Office of Human Resources Office prior to the end of the open enrollment period. Open enrollment periods may vary from year to year. Please contact the Office of Human Resources to verify period.

ARTICLE 21: SEVERABILITY

- 21.1 If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

BOARD OF TRUSTEES APPROVAL:
CSEA RATIFICATION:

ARTICLE 22: EFFECT OF AGREEMENT

- 22.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over DISTRICT practices and procedures and over State Laws to the extent permitted by State law, and that in the absence of specific provisions in this Agreement, such practices and procedures are discretionary with the DISTRICT.

BOARD OF TRUSTEES APPROVAL:
CSEA RATIFICATION:

ARTICLE 23: SAFETY

- 23.1 **UNSAFE / UNSANITARY CONDITION.** Unit members shall notify their immediate supervisor in writing concerning an unsafe or unsanitary condition in the DISTRICT directly affecting their physical welfare. The immediate supervisor shall acknowledge receipt of the written condition by initialing and dating the original request. Such initials acknowledge receipt only. Their immediate supervisor shall investigate said reported unsafe or unsanitary condition and shall notify the unit member of any findings and suggested corrective action within five (5) working days of the receipt of the written request.
- 23.2 **SAFETY COMMITTEE.** The DISTRICT shall allow for unit member representation on any committee appointed by the DISTRICT for the purpose of investigating, developing, and promulgating safety programs which significantly affect unit members.
- 23.3 **THREATS OR ASSAULT BATTERY.** Unit members shall immediately report to their supervisors all cases of intimidation, bullying, threats and or acts of verbal/physical harm; of assault and/or battery suffered by them in connection with their employment. In the event any of the aforementioned listed are committed by a DISTRICT management employee the unit member may report it directly to the Office of Human Resources for investigating. The DISTRICT shall inform the affected unit member in writing within fifteen (15) working days of the findings.

Any student who has caused, attempted to cause, or threatened to cause physical injury to a unit member shall be disciplined in accordance with DISTRICT Board Policy that addresses standards of student conduct and disciplinary procedures. When requested by a unit member, the supervisor shall inform the affected unit member within fifteen (15) days of the action taken.

ARTICLE 24: CLASSIFIED STAFF TEACHING PART-TIME

- 24.1 **MINIMUM QUALIFICATIONS AND ASSIGNMENT.** Unit members desiring to teach part-time must meet “Minimum Qualifications for Faculty and Administrators in California Community Colleges” as adopted by the California Community Colleges Board of Governors.
- 24.1.1 Unit members are required to go through established recruitment processes for adjunct faculty.
- 24.1.2 Adjunct faculty assignments must be scheduled outside the assigned work hours of the unit member’s classified position.
- 24.1.3 Adjunct faculty assignments shall not cause the reduction in hours of the unit member’s classified position.
- 24.1.4 Adjunct instructional faculty assignments are limited to no more than one (1) class throughout the DISTRICT per academic semester.
- 24.1.5 Adjunct non-instructional faculty assignments are limited to no more than ten (10) hours throughout the DISTRICT per workweek.
- 24.1.6 Unit members shall not be allowed to provide instructional services on a voluntary basis.
- 24.2 **COMPENSATION.** For unit members whose adjunct faculty assignment causes the unit member to work beyond forty (40) hours per workweek, the overtime rate shall be calculated in accordance with the weighted blended rate method per Fair Labor Standards Act (FLSA). If the weighted blended overtime rate of pay for the adjunct faculty assignment is less than the appropriate faculty hourly rate, the unit member shall be paid the appropriate faculty hourly rate for the assignment.

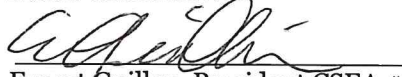
ARTICLE 25: COMPLETION OF MEET AND NEGOTIATION

25.1 **TERM.** The District and ASSOCIATION agree to a three-year Agreement beginning with July 1, ~~2020~~ 2023 and ending on June 30, ~~2023~~ 2026. The DISTRICT further agrees that the agreement shall remain in full force and effect until completion of a binding successor agreement is reached by the parties or until exhaustion of the statutory PERB procedures involved in resolving contract negotiation disputes including impasse and fact-finding procedures.


For ~~2022-2023~~ 2023-2026, CSEA reserves the right to re-open Article 7 for negotiations on salary increases, both parties agree to open Article 10 Health & Welfare. In addition, each party may reopen up to two (2) other articles each year.

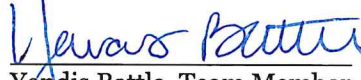
This Agreement has been ratified by CSEA on _____.


ASSOCIATION:



Ernest Guillen, President CSEA #291


Diana Vaichis, Team Member



Kevin Limoges, Team Member

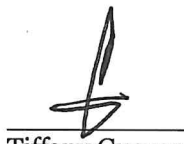

Yendis Battle, Team Member


Cameron Kroetz, CSEA Labor
Relations Representative



Noah Snyder, CSEA Labor
Relations Representative

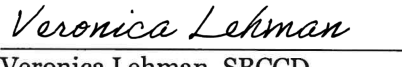
DISTRICT:


Kristina Hannon, SBCCD
Vice-Chancellor, Human Resources,
Payroll & Police Services


Tiffany Guevara, SBCCD
Director, Human Resources & Police Services


April Dale, SBCCD
Director, Admissions and Records


Karla Bonnet, SBCCD
Director, Human Resources & Payroll


Veronica Lehman, SBCCD
Director, Financial Aid & Scholarships

BOARD OF TRUSTEES APPROVAL:
CSEA RATIFICATION:

APPENDIX A
Classified Unit Definition

THE CLASSIFIED UNIT DEFINITION APPROPRIATE UNIT.

1.1. Shall INCLUDE: All unit members ~~classified employees~~ of the San Bernardino Community College District ~~DISTRICT~~ holding those positions described in Appendix A, including any additional classifications created during the term of this Agreement except those excluded from the unit (see section 1.2).

1.2. Shall EXCLUDE: Any and all of the following classifications: certificated, management/supervisory, confidential, sworn, including substitute, short-term, professional experts, and student worker are excluded from the unit. ~~All management, supervisory, and confidential employees as follows:~~

- ~~Administrative Officer to the Chancellor~~
- ~~Assistant Director~~
- ~~Assistant Manager, Workforce Development~~
- ~~Associate Dean~~
- ~~Associate Vice Chancellor~~
- ~~Chief of Police~~
- ~~Chief Technology Officer College President~~
- ~~Dean / Director / Administrator / Manager / Supervisor~~
- ~~Executive Administrative Assistant~~
- ~~Executive Director~~
- ~~Executive Vice Chancellor~~
- ~~Human Resources Analyst~~
- ~~Human Resources Coordinator~~
- ~~Human Resources Generalist~~
- ~~Human Resources Senior Generalist~~
- ~~Police Lieutenant~~
- ~~Police Officer~~
- ~~Police Sergeant~~
- ~~Senior District Director~~
- ~~Senior Executive~~
- ~~Administrative Assistant~~
- ~~Senior Staff Assistant~~
- ~~Vice Chancellor~~
- ~~Vice President~~

~~And substitute employees, short-term employees, professional expert employees, and student employees, and any other management, supervisory, and confidential positions created during the term of this Agreement.~~

BOARD OF TRUSTEES APPROVAL:
CSEA RATIFICATION:

APPENDIX A
Classified Unit Definition

Salary Schedule: <https://sbccd.edu/district-services/human-resources/documents/classified-effective-2023-07-01-board-approved-2024-08-08.pdf>

BOARD OF TRUSTEES APPROVAL:
CSEA RATIFICATION:



APPENDIX B

Alternative Work Schedule Request Form/Agreement

Employee Name:				
Job Title/Classification:				
Site/Department:				
Existing Work Schedule (hours/days):				
Alternative Work Schedule Requested (check one): <input type="checkbox"/> 4/10 (four ten-hour days) <input type="checkbox"/> 9/80 (eight nine-hour days, 1 eight-hour day) ** Indicate day off requested, if applicable _____				
Alternative Work Schedule Beginning Date: Click or tap to enter a date.		Alternative Work Schedule End Date: Click or tap to enter a date.		
Complete 1st Week (only) for the 4/10 schedule Complete 1st Week and 2nd Week for the 9/80 schedule				
	Day of Week	Start Time	End Time	Total Hours
1st	Monday	:	:	
W	Tuesday	:	:	
E	Wednesday	:	:	
E	Thursday	:	:	
K	Friday	:	:	
	Day of Week	Start Time	End Time	Total Hours
2nd	Monday	:	:	
W	Tuesday	:	:	
E	Wednesday	:	:	
E	Thursday	:	:	
K	Friday	:	:	

The opportunity to participate in an Alternative Work Schedule (AWS) is offered only with the understanding that an AWS is not a guarantee but rather that the District supports the use of an AWS option in positions where appropriate. The opportunity for an AWS is at the immediate supervisor's discretion and will take into consideration numerous factors, including the classification, nature of the work performed, operational needs, impact on the department, individuals for whom services are

performed, and employee performance. The decision to deny or terminate an AWS is not subject to the grievance process by the unit member or CSEA, and the decision is final. If my request is accepted, I further agree to the following specific conditions and work rules:

- ☐ I am expected to abide by all District policies and work rules while working on an AWS.
- ☐ I will adhere to work hours, lunch, and break times in accordance with the Collective Bargaining Agreement. Any changes to break and lunch times require prior immediate supervisor approval.
- ☐ Overtime is subject to prior immediate supervisor approval. Any unit member who works overtime without prior immediate supervisor approval may be subject to discipline.
- ☐ Any approved hours worked in excess of those indicated on the AWS agreement noted above shall be entitled to an overtime rate of pay in accordance with the Fair Labor Standards Act and the Education Code.
- ☐ I understand that sick leave, vacation, holidays (including floating holidays), and other leaves are taken while on the modified/alternative workweek and shall be charged and paid on an hour-for-hour basis and deducted consistent with the assigned workday.
- ☐ I understand that if a holiday falls on a day that I am not scheduled to work as a result of the AWS, I shall be required to observe the holiday during the week the holiday falls and shall be required to observe it on the first day or the last day of my AWS workweek.
- ☐ I understand that I may be required to attend department/college meetings, trainings, sessions, etc. when I am scheduled to be off from work. In these instances where five (5) calendar days' notice is given, adjustments in hours/days will be made so that I may attend such events. In instances where five (5) calendar days' notice is not given, I understand that I shall be offered overtime to attend.
- ☐ I understand by participating in an AWS I am no longer entitled to a shift differential in accordance with Article 7. Pay and Allowances, section 7.2.

By signing below, I further acknowledge and certify that I have read, understand, and agree to abide by this AWS Agreement. I further understand and agree that the District may terminate this AWS agreement upon five (5) calendar days' notice.

I agree that this agreement will expire at the end of the fiscal year.

Employee Name (Print)

Employee Signature

Date

[This section is to be completed by the immediate supervisor]

Approved: ☐ Denied: ☐ Modified: ☐

Reason for Denial:

Immediate Supervisor Name (Print)

Immediate Supervisor Signature

Date



APPENDIX C

Schedule Change Request Form

Employee: _____

Position: _____

Site: _____ Department: _____

Current schedule:

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday

New schedule:

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday

Desired effective date: _____ Date notice provided to employee: _____

Justification: _____

Manager Signature: _____ Date: _____

- 6.4 The DISTRICT retains the right to schedule and to establish fixed starting and ending times for unit members based on the operational and department needs of the DISTRICT. Except in case of emergency circumstances (see Article 2.3), the unit member and the ASSOCIATION will be given a twenty-one (21) calendar days written notice using the Schedule Change Request Form (Appendix B) before any change in the unit member's work schedule. At the unit member's request, the unit member, ASSOCIATION, and the DISTRICT agree to meet to discuss the reason for the proposed change. The reason for the proposed change shall not be arbitrary or capricious.
- 2.3 The DISTRICT retains its right to amend, modify, or rescind policies and practices set forth in this Agreement in cases of emergency and to determine when an emergency exists. For the purpose of this Article, the term "emergency" shall mean a situation which could not have been reasonably foreseen and which when not acted upon might incur loss of life or limb or serious damage to property such as a natural disaster, conflagration, epidemic, or work stoppage.

APPENDIX D

Tuition/Enrollment Reimbursement Forms

As a classified employee of the District, you have two (2) education benefits:

1. Enrollment fee reimbursement for courses offered at San Bernardino Valley College and Crafton Hills College. This benefit applies to you and your dependents. Dependents include:
 - Spouse or registered domestic partner
 - Child up to age 19
 - Child is between 19 and 25 attending school full-time (9+ units) or are more than 50% financially dependent, unmarried and reside with parent or are away at college.
 - Disabled children over age 19

This benefit has the following restrictions:

- Employee must have completed your probationary period and a year of service
- Employee courses must be taken outside of working hours
- Reimbursement is for enrollment fees only (cost for all units enrolled)
- Can only be used for credit courses
- Must earn a grade of "C" or better
- No prior approval required

To use this benefit, please do the following:

- Once you have completed your probationary period, register for courses, and pay the enrollment fees
- You or your dependent take the course and pass with a "C" or better
- Complete the appropriate **Enrollment Fee Reimbursement** form (found on the following pages, there is one for the employee and another one for dependents) and provide proof of payment of fees and successful completion of courses
- Get reimbursed for enrollment fees

2. 80% Tuition cost reimbursement for courses completed outside of the District. This benefit can be used at any educational institution and has the following restrictions:

- For the employee only after completing probationary period and a year of service
- Reimbursement is based on the cost of the University of California (UC) system. This means that you can take courses at any institution and be reimbursed up to what it would have cost at the UC
- Must earn a grade of "C" or better
- Must have management approval before course begins (use the Course Approval Form on the next page)

To use this benefit, please do the following:

- Once you have completed your probationary period, complete the **Course Approval** Form on the next page and have it approved by your supervisor and the Office of Human Resources
- Once approved, take the course and pass with a "C" or better
- Complete the **Tuition Reimbursement** form (found on the following pages) and provide proof of payment of fees and successful completion of courses

San Bernardino Community College District
Enrollment Fee Reimbursement Form- CSEA Bargaining Unit Member
Crafton Hills College/San Bernardino Valley College Courses
Article 7.4

Employee Name: _____ Social Security Number _____

Classification: _____ Department: _____ Site: _____

Enrollment Fee Reimbursement

The DISTRICT shall reimburse permanent bargaining unit members employed at least twenty hours per week and one year of service for credit courses, excluding community service courses, successfully completed with a grade of "C" or better at either of the two DISTRICT campuses provided all of the following conditions are satisfied:

- All classes must be taken outside of the regular scheduled working hours of the employee.
- Only those classes offered by either of the two DISTRICT campuses shall qualify for fee(s) reimbursement.
- To qualify for enrollment fee(s) reimbursement, an employee must present verification of successful completion of the course and out-of-pocket expense for enrollment fee(s) only.
- Enrollment fee reimbursement shall be limited to the current enrollment fee per semester for each employee.

Ref./Course #	COURSE	UNITS	TERM/DATES	College CHC/SBVC	Enrollment Fees
TOTAL					

I request that my enrollment fee(s) for the courses listed above be reimbursed. I am a permanent bargaining unit member employed by the District at least 20 hours per week. All classes were taken outside of my regular scheduled working hours. I have attached verification of the successful completion of the course with a grade of "C" or better and out-of-pocket expenses for enrollment fee(s) only.

Employee Signature

Date

APPROVED



DENIED



Immediate Supervisor Signature

Date

APPROVED



DENIED



Office of Human Resources Signature

Date

San Bernardino Community College District
Enrollment Fee Reimbursement Form - CSEA Benefit Eligible Dependent
Crafton Hills College/San Bernardino Valley College Courses
Article 7.5

Benefit Eligible Dependent Name: _____ School ID#: _____

District Employee Name: _____

Enrollment Fee Reimbursement

The DISTRICT shall reimburse benefit eligible dependents of permanent unit members employed at least twenty hours per week with one year of service for credit courses, excluding community service courses, successfully completed with a grade of "C" or better at either of the two DISTRICT campuses provided all of the following conditions are satisfied:

- Only those classes offered by either of the two DISTRICT campuses shall qualify for fee reimbursement.
- To qualify for enrollment fee reimbursement, the employee or benefit eligible dependent must present verification of successful completion of the course and out-of-pocket expense for enrollment fee(s) only.
- Enrollment fee reimbursement shall be limited to the current enrollment fee per semester for each benefit eligible dependent.

Ref./Course #	COURSE	UNITS	TERM/DATES	College CHC/SBVC	Enrollment Fees

TOTAL

I request that my enrollment fee(s) for the courses listed above be reimbursed. I am a benefit eligible dependent of a permanent bargaining unit member employed by the district at least 20 hours per week. I have attached verification of the successfully completed course with a grade of "C" or better and out-of-pocket expenses for enrollment fee(s) only.

Benefit Eligible Dependent or Employee Signature

Date

APPROVED



DENIED



Office of Human Resources Signature

Date

San Bernardino Community College District

Course Approval Form for Tuition Reimbursement
Outside District – CSEA Bargaining Unit Member
Article 7.4.6

Employee Name: _____ Last four (4) Social Security Number: _____

Classification: _____ Department: _____ Site: _____

Course Approval

Classified employees on the classified employee salary schedule shall be eligible for 80% tuition cost reimbursement for courses completed outside of the DISTRICT with a grade of "C" or better which pertain to their classified position. Such reimbursement shall be actual costs not to exceed 24 semester units of coursework per year. However, no tuition cost paid by the DISTRICT is to exceed on a per unit basis cost of similar coursework at the University of California.

Only full-time classified employees who have completed their probationary period and a year of service as a classified employee shall be eligible for this benefit.

All outside courses for which a classified employee seeks tuition reimbursement must have prior approval by their immediate supervisor and the Chancellor. If the request by the immediate supervisor is denied, it may be appealed to the President/Vice Chancellor, Fiscal Services.

COLLEGE/UNIVERSITY	COURSE	UNITS	TERMS/DATES	TUITION COST
TOTAL TUITION COST:				

THESE COURSE(S) PERTAIN TO MY CLASSIFIED POSITION IN THE FOLLOWING WAY:

I REQUEST PRIOR APPROVAL FOR TUITION REIMBURSEMENT FOR THE COURSE(S) LISTED ABOVE

Employee Signature

Date

APPROVED ☐ DENIED ☐

Immediate Supervisor Signature

Date

APPROVED ☐ DENIED ☐

Office of Human Resources Signature

Date

San Bernardino Community College District

Tuition Reimbursement Form - Outside District

CSEA Bargaining Unit Member

Article 7.4.6

Employee Name: _____ Last four (4) Social Security Number: _____

Classification: _____ Department: _____ Site: _____

Tuition Reimbursement

Classified employees on the classified employee salary schedule shall be eligible for 80% tuition cost reimbursement for courses completed outside of the DISTRICT with a grade of "C" or better which pertain to their classified position. Such reimbursement shall be actual costs not to exceed 24 semester units of coursework per year. However, no tuition cost paid by the DISTRICT is to exceed on a per unit basis cost of similar coursework at the University of California.

Only full-time classified employees who have completed their probationary period and a year of service as a classified employee shall be eligible for this benefit.

All outside courses for which a classified employee seeks tuition reimbursement must have prior approval by their immediate supervisor and the Chancellor. If the request by the immediate supervisor is denied, it may be appealed to the President/Vice Chancellor, Fiscal Services.

COLLEGE/UNIVERSITY	COURSE	UNITS	TERMS/DATES	TUITION COST
TOTAL TUITION COST:				

Reimbursement Request

I request that my tuition for the approved courses listed above be reimbursed. I have attached verification of successful completion of the course with a grade of "C" or better.

Employee Signature

Date

APPROVED ☐

DENIED ☐

Immediate Supervisor Signature

Date

APPENDIX E
Health and Welfare Benefits

WELCOME TO SAN BERNARDINO COMMUNITY COLLEGE DISTRICT OPEN ENROLLMENT

- Vida Health: This is a digital coaching app and available to Anthem HMO and PPO members that are 18 and older. Get one-on-one coaching, therapy and other tools and resources via online or mobile access. To find out more about this program you can call 855-442-5885 or go to www.vida.com/sisc
- Hinge Health: This is available to Anthem PPO members. Get access to free wearable sensors and monitoring devices, unlimited one-on-one coaching and personalized exercise therapy. To find out more about this program you can go to www.cancercaredirect.com
- Carrum Health: This is available to Anthem PPO members. Consult top-quality surgeons on hip and knee replacement and certain spine surgeries. Benefit covers all related travel and medical bills. To find out more about this program you can call 888-855-7806 or go to www.carrumhealth.com/sisc
- Mavens: This is available to Anthem PPO members. Free access to Maven virtual care for pregnancy and postpartum support including 24/7 access to doctors, specialists, coaches and trustworthy content tailored to your experience. To find out more about this program go to www.mavinclinic.com/join/sisc
- Eden Health Primary Care: Clinical evidence supports that having a relationship with a primary care provider improves health outcomes and lowers costs. That's why we encourage our membership to establish a relationship with a primary care provider. Eden is a way we can expand that access.

EMPLOYEE CONTRIBUTIONS – 2024/2025

Deductions are tenthly

No deductions taken from June and July paychecks

Plan Name	Per Paycheck Deduction
Medical	
Anthem Blue Cross California Care Classic HMO \$20	\$0.00
Anthem Blue Cross California Care Premier HMO \$10	\$99.60
Anthem Blue Cross PPO 90C (low)	\$314.40
Anthem Blue Cross PPO 100A (high)	\$559.20
Kaiser Permanente \$30	\$210.00
Kaiser Permanente \$10	\$285.60
Dental	
DeltaCare HMO	\$0.00
Delta Dental PPO	\$60.72
Vision	
EyeMed	\$0.00

MEDICAL INSURANCE

SBCCD will continue to partner with Anthem Blue Cross of California and Kaiser Permanente for your 2024 – 2025 medical plans:



The following options will be available through Anthem Blue Cross of California:

Anthem California Care HMO Premier and Classic plans offer a full network HMO coverage: These plans are designed to provide you and your family with access to one of the largest healthcare provider networks in the state with over 104,000 providers.

Premier HMO \$10 Copay: members on this plan experience a lower out of pocket expenses for medical services. Members have lower copayments for primary care office visits, outpatient procedures, lab tests and hospital services.

Classic HMO \$20 Copay: members on this plan experience a higher out of pocket expenses for medical services compared to the HMO Premier \$10 Copay plan. The same medical services and prescriptions are covered as with the HMO Premier \$10 copay plan, except members will have a higher out of pocket cost for most of these same services.

Anthem PPO: These plans will be more affordable and provides direct access to the physicians and specialists in Anthem Blue Cross preferred network, plus the option to go out of network.

Anthem Blue Cross members will have one ID card for both medical and pharmacy services.



The Kaiser Permanente medical plan designs offered are:

HMO \$10 Copay: members on this plan experience a lower out of pocket expenses for medical services and prescriptions. Members have lower copayments for primary care office visits, outpatient procedures, lab tests, emergency room care and prescriptions.

HMO \$30 Copay: members on this plan experience a higher out of pocket expenses for medical services and prescriptions compared to the HMO \$10 Copay plan. The same medical services and prescriptions are covered as with the HMO \$10 copay plan, except members might have a higher out of pocket cost for these same services.

Kaiser Permanente members will have one ID card for both medical and pharmacy services.

HMO MEDICAL INSURANCE

<i>HMO Plans Features</i>	Anthem Blue Cross		Kaiser Permanente	
	Premier \$10 (Full Network)	Classic \$20 (Full Network)	\$10	\$30
Primacy Doctor & Specialist visits	\$10 copay	\$20/\$40 copay	\$10 copay	\$30 copay
MDLive consultation (PCP/Specialist)	\$0/\$10 copay	\$0/\$40 copay	n/a	n/a
Out-of-Pocket Maximum (Individual / Family)	\$1,000 / \$2,000	\$2,000 / \$4,000	\$1,500 / \$3,000	\$1,500 / \$3,000
Lifetime Plan Maximum	Unlimited			
Annual Physical Exams with Preventive Tests	100%	100%	100%	100%
Diagnostic X-Ray and Lab Tests	100%	100%	100%	100%
Advanced Diagnostic Imaging	\$100 copay/test	\$100 copay/test	100%	100%
Semi-Private Room & Board; including Services and Supplies	100%	\$250 / admission	100%	100%
Prenatal and Post-natal Care	\$10 copay	\$20 copay	100%	100%
Surgical Services (Outpatient Facility)	100%	\$125 / visit	\$10 / procedure	\$30 / procedure
Emergency Services (Emergency Room)	\$100 copay waived if admitted	\$100 copay waived if admitted	\$100 copay waived if admitted	\$100 copay waived if admitted
Ambulance (Air/Ground)	\$100 copay/trip	\$100 copay/trip	\$50 copay / trip	\$50 copay / trip
Urgent Care Facility	\$10 copay	\$20 copay	\$10 copay	\$30 copay
Mental Health Benefits				
Inpatient Care	100%	100%	100%	100%
Outpatient Care (routine)	\$10 copay	\$10 copay	\$10 copay / individual visit \$5 copay / group	\$30 copay / individual visit \$15 copay / group
Substance Abuse				
Inpatient Hospitalization	100%	\$250 / admission	100%	100%
Outpatient Services (routine)	\$10 copay	\$20 copay	\$10 copay / individual visit \$5 copay / group	\$30 copay / individual visit \$5 copay / group
Durable Medical Equipment	100%	80%	100%	100%
Hearing				
Exam	50%	50%	Amount in Excess	Amount in Excess
Aid(s)	coinsurance/aid/36 months	coinsurance/aid/36 months	of \$2,000/Aid/36 months	of \$2,000/Aid/36 months

This is a high-level benefit summary and does not override carrier evidence of coverage booklet.

HMO MEDICAL INSURANCE (continued)

<i>HMO Plans Features</i> <i>(Continued)</i>	Anthem Blue Cross		Kaiser Permanente	
	Premier \$10 (Full Network)	Classic \$20 (Full Network)	\$10	\$30
Chiropractic & Acupuncture Services	\$10 copay 30 visits / cal year; Combined with Acupuncture through ASH	\$10 copay 30 visits / cal year; Combined with Acupuncture through ASH	\$10 copay limited to 30 visits/year Combined with Acupuncture through ASH	\$10 copay limited to 30 visits/year Combined with Acupuncture through ASH
Prescription Drugs				
Retail (up to 30 days)				
Out-of-Pocket Maximum (Individual / Family)	\$2,500 / \$3,500	\$2,500 / \$3,500	N/A	N/A
Generic or Tier 1	\$9 copay/ Free at Costco*	\$9 copay/ Free at Costco*	\$10 copay	\$10 copay
Brand or Tier 2	\$35 copay	\$35 copay	\$10 copay	\$30 copay
Specialty Drugs (through Navitus)	\$35 copay [#]	\$35 copay [#]	\$10 copay	\$30 copay
Mail Order (90-day Supply with Anthem BC and up to 100 days with Kaiser)				
Generic or Tier 1	Free through Costco*	Free through Costco*	\$10 copay	\$10 copay
Brand or Tier 2	\$90 copay	\$90 copay	\$10 copay	\$30 copay

This is a high-level benefit summary and does not override carrier evidence of coverage booklet.

* Some narcotic pain and cough medications are not included in the Costco Free Generic or 90-day supply programs.

[#] Specialty drugs are only available through Navitus pharmacy. Maximum 30 day supply

Walgreen is not part of SISC/Anthem pharmacy network

PPO MEDICAL INSURANCE

PPO Plans Features	Anthem Blue Cross PPO 100-A		Anthem Blue Cross PPO 90-C	
	In-Network Provider	Non-Network Provider	In-Network Provider	Non-Network Provider
Annual Deductible (4th QTR carryover)	\$0 single/ \$0 family	N/A	\$200 single/ \$500 family	
Coinsurance	0% coinsurance	Varies based on service	90% coinsurance	Varies based on service
Primary Care (PCP)/Specialist visit	\$10 copay (1st 3 visits \$0 for PCP only)	See footnote 1	\$20 copay (1st 3 visits \$0 for PCP only)	See footnote 1
MDLive Consultation	\$10 copay	Not Covered	\$10 copay	Not Covered
Out-of-Pocket Maximum	\$1,000 Individual / \$3,000 Family	No Limit	\$1,000 Individual / \$3,000 Family	No Limit
Lifetime Plan Maximum	Unlimited		Unlimited	
Diagnostic X-Ray and Lab Test	100%	Not Covered	90%	Not Covered
Advanced Diagnostic Imaging	100%	Limited to \$800 maximum per test	90%	Limited to \$800 maximum per test
Semi-Private Room & Board; including Services and Supplies	100%	See footnote 1	90%	See footnote 1
Pregnancy & Maternity Care (<i>Pre-Natal Care</i>)	\$10 copay	See footnote 1	\$20 copay	See footnote 1
Outpatient Facility Services	100%; - exceptions to certain procedures apply ²	See footnote 1 - Ambulatory Center is limited to \$350 maximum per day	90%; - exceptions to certain procedures apply ²	See footnote 1 - Ambulatory Center is limited to \$350 maximum per day
Emergency Services (<i>Emergency Room</i>)	\$100 copay (waived if admitted)		\$100 copay + 10% coinsurance (waived if admitted)	
Ambulance (Air or Ground)	\$100 copay per trip	Covered as in-network for true emergency	\$100 copay + 10% per trip	Covered as in-network for true emergency
Durable Medical Equipment	100%	Not Covered	90%	Not Covered
Chiropractic Services	100% (subject to medical necessity)	Not Covered	90% (subject to medical necessity)	Not Covered
Acupuncture	100% (limited to 12 visits/cal year) combined with non-network	50% of maximum allowed amount (limited to 12 visits/cal year) combined with network	90% (limited to 12 visits/cal year and combined with non-network)	50% of maximum allowed amount (limited to 12 visits/cal year) combined with network
Hearing Aid	Limited to \$700/24 months	Not Covered	Limited to \$700/24 months	Not Covered
Prescription Drugs				
Out-of-Pocket Maximum	\$2,500 Individual / \$3,500 Family	N/A	\$2,500 Individual / \$3,500 Family	N/A
Retail (up to 30 days)				
Generic or Tier 1	\$9 copay/Free at Costco*	Not Covered	\$9 copay/Free at Costco*	Not Covered
Brand or Tier 2	\$35 copay	Not Covered	\$35 copay	Not Covered
Specialty Drugs (through Navitus)	\$35 copay [#]	Not Covered	\$35 copay [#]	Not Covered
Mail Order (90-day Supply)				
Generic or Tier 1	Free at Costco*	Not Covered	Free at Costco*	Not Covered
Brand or Tier 2	\$90 copay	Not covered	\$90 copay	Not covered

This is a high-level benefit summary and does not override carrier evidence of coverage booklet.

¹ When using Non-Network PPO Providers, members are responsible for any difference between the maximum allowed and actual charges, as well as any deductible & percentage copay

² Services such as arthroscopy, cataract surgery, colonoscopy, Upper GI with and without biopsy have a limited benefit amount. Make sure you contact Anthem before services rendered or review Anthem Benefit Summary

* Some narcotic pain and cough medications are not included in the Costco Free Generic or 90-day supply programs.

[#] Specialty drugs are only available through Navitus pharmacy

Not all services apply towards the deductible. Please review the detailed benefit summary for each plan to determine what applies towards the deductible.

Walgreen is not part of SISC/Anthem pharmacy network

DENTAL INSURANCE



In addition to protecting your smile, dental insurance helps pay for dental care and usually includes regular checkups, cleanings and X-rays. Several studies suggest that oral diseases, such as periodontitis (gum disease), can affect other areas of your body—including your heart. Receiving regular dental care can protect you and your family from the high cost of dental disease and surgery.

We are excited to inform you that Delta Dental PPO Plan: the in-network plan calendar year maximums will increase to \$3,000/member as of October 1, 2024. The out-of-network plan calendar year will continue to be \$2,500. In and out-of-network calendar year maximums are combined maximums.

We will continue to offer Delta Dental HMO and PPO plans. The following chart outlines the dental benefits offered:

Dental Plans Features	DeltaCare Dental (HMO)	Delta Dental (PPO)	
		In-Network	Out-of-Network
Annual Deductible (Individual / Family)	\$0 / \$0	\$0 / \$0	\$0 / \$0
Waived for Preventive	N/A	N/A	Yes
Annual Plan Maximum	Unlimited	\$3,000 / person (combined with Out-of-network)	\$2,500 / person(combined with In-network)
Orthodontia (PPO Lifetime Maximum)	Various copays apply	\$2,000 / person	
Covered Services			
Diagnostic and Preventive Services	100%	100%	80%
Basic Services	Various copays apply	90%	80%
Endodontics	Various copays apply	90%	80%
Periodontics	Various copays apply	90%	80%
Major Services	Various copays apply	80%	50%
Orthodontia Services	Various copays apply Various copays apply		
Adult		50%	50%
Dependent Children		50%	50%
Dental Implants	N/A N/A	2,000 / person 50% 50%	

This is a high-level benefit summary and does not override carrier evidence of coverage booklet.

VISION INSURANCE



San Bernardino Community College District's vision insurance entitles you to specific eye care benefits. Our policy covers routine eye exams and other procedures, and provides specified dollar amounts or discounts for the purchase of eyeglasses and contact lenses.

EyeMed vision plan is offered to all benefit eligible employees.

SBCCD plan will continue to offer EyeMed Freedom Pass¹. That means employees will incur no cost on frames from top leading brands such as Oakley, Coach, Ray-Ban, Michael Kors and others purchased from LensCrafters or Target Optical stores.

If you seek the services of a provider listed in the EyeMed Preferred Provider online directory, your benefits include the following:

Plan Features	EyeMed	
	In-Network	Out-of-Network
Copay (Exam)	\$10 copay	Covered up to \$40 allowance
Frequency:		
Eye Exam	Once every plan year	Once every plan year
Lenses	Once every plan year	Once every plan year
Frames	Once every plan year	Once every plan year
Contacts	Once every plan year (in lieu of lenses and frames)	Once every plan year (in lieu of lenses and frames)
Lenses:		
Single Vision	100%	Covered up to \$35 allowance
Bifocal	100%	Covered up to \$49 allowance
Trifocal	100%	Covered up to \$74 allowance
Standard Progressive	\$50 copay	Covered up to \$60 allowance
Contact Lenses:		
Non-elective	100%	Covered up to \$210 allowance
Elective	Covered up to \$200 plus 15% off remaining balance in lieu of lenses and frames	Covered up to \$160 in lieu of lenses and frames
Frames	Covered up to \$300 from participating provider	Covered up to \$150 allowance

This is a high-level benefit summary and does not override carrier evidence of coverage booklet.

1. This offers excludes Chanel, Cartier, Tiffany, Prada, Gucci, Tom Ford and Giorgio Armani frames.

APPENDIX F

Classified Time Off Request Form

It is the employee's responsibility to confirm available leave balance prior to submission of this form to the immediate supervisor.

Employee Name

Job Title

Site

- ☐ CHC
☐ DIST
☐ SBVC

Department

Time Off Period: Please indicate the dates of this request.

Start Date

End Date

Return to Work Date

Leave Type Requested: Please check all appropriate boxes that apply and the total hours.

Refer to [CSEA Collective Bargaining Agreement](#) for detailed information regarding leave types.

Types of Leave:

- ☐ Vacation
☐ Comp Time
☐ Personal Necessity
☐ Birthday Holiday
☐ Floating Holiday

Additional Notes (i.e. If requesting partial days, indicate the hours you are requesting leave)

TOTAL DAYS & HOURS REQUESTED

Total Days

Total Hours

Employee Acknowledgement: By signing this request form, I understand it is my responsibility to confirm leave balances and accruals available for use; otherwise, this time-off request may be unpaid. In addition, I acknowledge that I have read and understood the terms and conditions of each of the requested leave types outlined in the appropriate Article of the [CSEA Collective Bargaining Agreement](#). Furthermore, I understand that my immediate supervisor may deny my request on a case-by-case basis, which may be due to operational needs or other scheduling needs; however, the decision shall not be arbitrary or capricious.

Employee Signature

Date:

SECTION II: IMMEDIATE SUPERVISOR APPROVAL/DENIAL

Requested Time Off is:

- ☐ Approved
☐ Denied

Reason for Denial:

Immediate Supervisor Signature

Immediate Supervisor Signature Date



APPENDIX G

CSEA Employee Performance Evaluation

Due Date:

General Information

Position:

Division

Evaluation Type:

Department:

Class Spec:

Rating Summary By: _____

Content

NARRATIVE SECTION | TEXT ONLY

Employee Self-Assessment

Accomplishments (NEW)

Major accomplishments for this review period (e.g., assignments completed, reports, presentations, recognitions and awards, or other significant and/or high-quality results and achievements).

COMMENT

Challenges (NEW)

Describe barriers or constraints that influenced your performance during the review period, if applicable.

COMMENT

Commitment to Diversity, Equity, & Inclusion (NEW)

Describe considerations and actions you have taken to demonstrate your commitment to a diverse, equitable, and inclusive workplace.

COMMENT

Student Success (NEW)

Describe your contributions to student success, which may include direct or indirect measures.

COMMENT

SAMPLE
FORM ACCESSIBLE
VIA THE DISTRICT INTRANET

Performance Factors (NEW)

The objectives of the performance evaluation process for Employee Performance Evaluations are to: Provide employees with feedback to improve or maintain job performance, identify areas for employee development, recognize job-related accomplishments, enhance communication and working relationships, and understand how the work we do helps fulfill the mission of the District.

Job Knowledge (NEW)

ITEM WEIGHT 14.28 %

The effectiveness with which the employee demonstrates proficiency in the functional and technical aspects of the job.

Core Behavioral Anchors:

- › Demonstrates and applies the knowledge and skills necessary to perform the job effectively.
- › Chooses appropriate tools or technology for tasks.
- › Understands and complies with position procedures and District policies; and with external regulations, if any.
- › Remains current on new developments in area of responsibility.
- › Uses knowledge and skills to assist others and shares knowledge to improve team performance.

SCORE	NAME	COMMENT
5	Exceptional Performance	
4	Exceeds Performance Expectations	
3	Meets Performance Expectations	
2	Performance Needs Improvement	
1	Unsatisfactory Performance	

Commitment to Quality and Quantity of Work (NEW)

ITEM WEIGHT 14.28 %

The manner in which the employee drives quality and quantity of service in the employee's approach to work and completion of job assignments, including accuracy, innovation, effective use of resources, productivity and accountability.

Core Behavioral Anchors:

- › Effectively applies time and resource management, priority setting and organizational skills to produce appreciable quantities of quality work.
- › Identifies and adopts innovative methods to improve the quality and quantity of work.
- › Demonstrates accountability and results in successfully meeting productivity and quality goals.
- › Actively seeks to leverage resources to promote improved quality and optimal productivity.
- › Assesses and recommends improvements to work practices and systems to improve quantity and quality of service or products delivered.

SCORE	NAME	COMMENT
5	Exceptional Performance	
4	Exceeds Performance Expectations	
3	Meets Performance Expectations	
2	Performance Needs Improvement	
1	Unsatisfactory Performance	

Problem Solving and Decision Making (NEW)

The manner in which the employee completes job assignments, including judgment, problem solving and use of appropriate resources in decision making.

Core Behavioral Anchors:

- › Approaches problem solving in a systematic manner.
- › Decisions are clear, consistent, and timely, and have positive results.
- › Identifies and implements effective solutions to problems while remaining sensitive to the needs of others.
- › Utilizes appropriate resources (e.g., people, tools, research, analysis) in seeking solutions.
- › Proactively solves problems.

SCORE	NAME	COMMENT
5	Exceptional Performance	
4	Exceeds Performance Expectations	
3	Meets Performance Expectations	
2	Performance Needs Improvement	
1	Unsatisfactory Performance	

Communication Skills (NEW)

ITEM WEIGHT 14.29 %

To the extent required by the position, the effectiveness of the employee in transmitting information, including facilitation/participation in sharing information, and oral and written expressions.

Core Behavioral Anchors:

- › Demonstrates effective written and oral communication skills.
- › Communicates clearly and knowledgeably.
- › Encourages open communication and appropriately shares information with others.
- › Listens attentively and seeks to understand others.
- › Adapts communication to diverse audiences.

SCORE	NAME	COMMENT
5	Exceptional Performance	
4	Exceeds Performance Expectations	
3	Meets Performance Expectations	
2	Performance Needs Improvement	
1	Unsatisfactory Performance	

Customer Service (NEW)

The effectiveness of the employee in providing quality service to internal and external customers, including demonstrated commitment to improvement of services.

Core Behavioral Anchors:

- › Meets needs and expectations of customers.
- › Solicits and acts on feedback and explores creative approaches to enhance service and increase efficiency.
- › Solves problems at first point of contact whenever possible; if unable to do so, escalates to an appropriate resource.
- › Responds to requests in a timely manner.
- › Establishes and maintains effective customer relations with customers (students, colleagues, community, etc.).

SCORE	NAME	COMMENT
5	Exceptional Performance	
4	Exceeds Performance Expectations	
3	Meets Performance Expectations	
2	Performance Needs Improvement	
1	Unsatisfactory Performance	

ITEM WEIGHT 14.29 %

Collaboration/Teamwork (NEW)

The effectiveness with which the employee works with others to achieve individual and departmental goals.

Core Behavioral Anchors:

- › Builds productive working relationships by effectively partnering with team members and others at work.
- › Works collaboratively with team members and is open to communication in both directions.
- › Seeks to understand the views of coworkers and other team members.
- › Balances individual and departmental goals.
- › Shares information and knowledge with others, as appropriate.

SCORE	NAME	COMMENT
5	Exceptional Performance	
4	Exceeds Performance Expectations	
3	Meets Performance Expectations	
2	Performance Needs Improvement	
1	Unsatisfactory Performance	

Inclusiveness (NEW)

The manner in which the employee demonstrates commitment to diversity, equity, inclusion, and anti-racism as a core value governing all workplace behavior and interactions.

Core Behavioral Anchors:

- › Skillfully performs job duties within an increasingly diverse campus environment.
- › Treats all others with courtesy, respect and dignity.
- › Includes and welcomes all others.
- › Encourages the expression of different points of view.
- › Seeks to understand the perspectives of all others.

SCORE	NAME	COMMENT
5	Exceptional Performance	
4	Exceeds Performance Expectations	
3	Meets Performance Expectations	
2	Performance Needs Improvement	
1	Unsatisfactory Performance	

COMPETENCY SECTION | TEXT ONLY

Development Goals and Opportunities

If applicable, please use the following section to present an organized approach to furthering the employee's professional development and/or employee's professional skill set. Indicate any learning and/or resource methods that might be helpful in furthering the employee's professional development and/or resources (e.g., stretch assignments, development in place, self-development, and cross-training).

Development Goals

Please provide the employee with goals and objectives that are the most important priorities for the employee to focus on; achievement of these goals and objectives by the employee may significantly benefit the employee in their professional development and/or professional skill set.

COMMENT

Development Opportunities

Please identify development opportunities for the employee to focus on that likely will be useful for the employee in the upcoming years and/or in the employee's career path.

COMMENT

COMPETENCY SECTION | TEXT ONLY

District-Wide Performance Standards

District-Wide Performance & Conduct Standards (NEW)

The SBCCD Performance & Conduct Standards include: AP3050 Institutional Code of Ethics, AP3430 Prohibition of Harassment, AP3510 Workplace Violence Plan, AP3720 Computer and Network Use, AP7100 Commitment to Diversity, as well as other rules prescribed by the District. Unsatisfactory performance or conduct in any area must be addressed.

COMMENT

COMPETENCY SECTION | TEXT ONLY

Mandatory Training

Compliance with Mandatory Training (NEW)

To be eligible for an overall rating of Meets Performance Expectations or above, the employee must be current with all mandatory training. To validate your employee's compliance, please check the NeoEd Learn module for online training records. If necessary, provide the employee with a reasonable deadline to complete outstanding training.

COMMENT

COMPETENCY SECTION | TEXT ONLY

Attendance

Absences (NEW)

Please indicate the number of absences for this performance evaluation period; this does not include any absences covered under an approved leave (e.g., authorized by the immediate supervisor/District or protected by federal/state leaves).

COMMENT

Tardiness (NEW)

Please indicate the number of tardies for this performance evaluation period; this does not include any tardies covered under an approved leave (e.g., authorized by the immediate supervisor/District or protected by federal/state leaves).

COMMENT

Overall Rating

Assess the employee's overall performance based on demonstrated performance as provided by the comments and factor rating in the performance factors and on goal achievement. Preponderance of ratings for performance factors generally determines overall rating, but, employees who are rated as "Unsatisfactory" ("1" rating), in any performance factor, should be given an overall rating of no greater than "Needs Improvement" ("2" rating).

SCORE	NAME	COMMENT
5	Exceptional Performance	
4	Exceeds Performance Expectations	
3	Meets Performance Expectations	
2	Performance Needs Improvement	
1	Unsatisfactory Performance	
0	N/A	

Rating Scales**5-Point Factor Scale (NEW)**

SCORE	NAME	DESCRIPTION
5	Exceptional Performance	Performance far exceeded expectations due to exceptionally high quality of work performed in all essential areas of responsibility, resulting in an overall quality of work that was superior; and either 1) included the completion of a major goal or project, or 2) made an exceptional or unique contribution in support of department, college, or District objectives. This rating is achievable by any employee though given infrequently.
4	Exceeds Performance Expectations	Performance consistently exceeded expectations in all essential areas of responsibility, and the quality of work overall was excellent.
3	Meets Performance Expectations	Performance consistently met expectations in all essential areas of responsibility, at times possibly exceeding expectations, and the quality of work overall was very good.
2	Performance Needs Improvement	Performance did not consistently meet expectations – performance failed to meet expectations in one or more essential areas of responsibility. A Performance Improvement Plan (PIP) to improve performance must be outlined in this evaluation report, including timelines, and monitored to measure progress.
1	Unsatisfactory Performance	Performance was consistently below expectations in most essential areas of responsibility. Significant improvement is needed in one or more important areas. A Performance Improvement Plan (PIP) to improve performance must be outlined in this evaluation report, including timelines, and monitored to measure progress.
0	N/A	Not Applicable

5-Point Rating Scale (NEWNEW)

SCORE	NAME	DESCRIPTION
5	Exceptional Performance	Performance far exceeded expectations due to exceptionally high quality of work performed in all essential areas of responsibility, resulting in an overall quality of work that was superior; and either 1) included the completion of a major goal or project, or 2) made an exceptional or unique contribution in support of department, college, or District objectives. This rating is achievable by any employee though given infrequently.
4	Exceeds Performance Expectations	Performance consistently exceeded expectations in all essential areas of responsibility, and the quality of work overall was excellent.
3	Meets Performance Expectations	Performance consistently met expectations in all essential areas of responsibility, at times possibly exceeding expectation, and the quality of work overall was very good.
2	Performance Needs Improvement	Performance did not consistently meet expectations – performance failed to meet expectations in one or more essential areas of responsibility. A Performance Improvement Plan (PIP) to improve performance must be outlined in this evaluation report, including timelines, and monitored to measure progress.
1	Unsatisfactory Performance	Performance was consistently below expectations in most essential areas of responsibility. Significant improvement is needed in one or more important areas. A Performance Improvement Plan (PIP) to improve performance must be outlined in this evaluation report, including timelines, and monitored to measure progress.

SAMPLE
FORM ACCESSIBLE
VIA THE DISTRICT INTRANET



Position Description Questionnaire

Employee Name

Department

Position Title

Supervisor Name

Provide a general response for the following:

1. Describe the significant changes in the job summary.

Supervisor Response: Confirm if response to Question #1 is relevant. If not, please explain.

2. Describe why and when the job changed:

Supervisor Response: Confirm if response to Question #2 is relevant. If not, please explain.

3. List all new duties/tasks/activities assigned.

Supervisor Response: Confirm if response to Question #3 is relevant. If not, please explain.

4. List job duties removed from this classification (if applicable). Enter N/A if not applicable.

5. What is your current level of education?

Please describe your major/minor for any degree(s) received (if applicable):

6. Please list any licenses and/or certifications you have (Enter N/A if not applicable):

Supervisor Response: Describe the level of education recommended to meet minimum qualifications

7. Please check one requirement for this position (not the person).

- ☐ Basic skills and procedures appropriate for the position within assigned functional area.
- ☐ Beginning advanced skills and understanding of the specified area.
- ☐ Some advanced skills and knowledge. Thorough understanding of the total specified area.
- ☐ Advanced skills and knowledge for one or more specified areas. Expert in the specified area.
- ☐ Broad knowledge about a wide range of areas with Advanced understanding in specified area.

Do you agree with the response to Question #7?

- ☐ Yes
- ☐ No

If no to #7, please explain:

8. Please check one:

- ☐ Duties and tasks are simple and repetitive.
- ☐ Duties and tasks are varied but standardized.
- ☐ Works on assignments that are moderately complex in nature.
- ☐ Works on assignments that are complex in nature where considerable judgement and initiative are required.
- ☐ Duties and tasks reflect substantial variety and complexity.

Do you agree with the response to Question #8?

- ☐ Yes
- ☐ No

If no to #8, please explain:

9. Does this position currently oversee or provide lead support for the work of other positions?

- ☐ Yes
- ☐ No

Do you agree with the response to Question #9?

- ☐ Yes
- ☐ No

If no to #9, please explain:

10. Job Title Requested:

- ☐ Unsure
- ☐ No Change in Title
- ☐ Select from Existing SBCCD Job Title
- ☐ New Job Title/Description Proposed

Please include any links to other comparable job descriptions below:

11. Provide any other information relevant to this classification review. If none, Enter N/A.

Supervisor Response: Provide any other information relevant to this classification review.

If you need to include any supplemental attachments, please upload them using the "Manage Attachments" button below.

Employee Signature

Date

Supervisor Signature

Date



APPENDIX I

GRIEVANCE FORM STEP 1

Received: _____

Date: ____ Time: ____

Grievance #: _____

TO:

Name of Immediate Supervisor

Title

FROM:

Name of Grievant

Work Location

1. **Date event took place:**
2. **Date of informal conference:**
3. **Concise statement of the grievances (including name, dates, places, time, circumstances, etc.):**
4. **What specific provision of the Collective Bargaining Agreement is alleged to have been violated/misapplied?**

Page/Document: _____ Article: _____ Sub Paragraph(s): _____
5. **Decision rendered at the informal conference:**
6. **Reason(s) why this decision is unacceptable, and the specific remedy sought:**

7. _____
Name of Conferee, if any:

8. _____
Date Signed

Signature of Grievant(s)

Upon receipt of this form, under Article 18.6 Formal Level 1 the immediate supervisor shall communicate a decision to the employee in writing within five (5) days after receipt of this written grievance. In the event the grievant is not satisfied with the decision by the immediate supervisor they may appeal the decision to the Chancellor under Article 18.7, Step 2.

Copies to go to: Immediate Supervisor

Director of Human Resources

CSEA Association

APPENDIX J

Memorandum of Understanding (MOU) between the San Bernardino Community College District and CSEA

Health and Welfare Benefits 2024-2025

Classification Study

Pay and Allowances

Extension of Remote Work Schedule

District Initial Proposal 4/16/2024
CSEA Counter Proposal #1 4/16/24
District Counter Proposal #1 6/11/2024
CSEA Counter Proposal #2 6/18/2024
District Best and Final 7/16/2024

MEMORANDUM OF UNDERSTANDING
By and Between
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
And
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT CHAPTER #291

July 16, 2024

Terms and Conditions: This Memorandum of Understanding is entered into by and between the San Bernardino Community College District (hereinafter, "District") and the California School Employees Association, and its Chapter #291, (hereinafter "Association"), collectively referred to as "the Parties".

For the year 2024-2025, the health and welfare benefits for eligible unit members shall be as follows:

- a. **Medical Plans Offered to Include a Choice of Six (6) Medical Plans:**
 - Anthem Blue Cross Full Network Classic (No Additional Cost Option)
 - Anthem Blue Cross Full Network CA Care (*+99.60) (~~No additional Cost Option~~
(~~Proposed District cover cost for just CSEA of Anthem Blue Cross Full Network CA Care~~)
 - Anthem Blue PPO Low (*+314.40)
 - Anthem Blue PPO (*+\$559.20)
 - Kaiser Low HMO \$30 Co-Pay (*+210.00)
 - Kaiser High HMO \$10 Co-Pay (*+285.60)
- b. **Dental Plans Offered to Include a Choice of Two (2) Dental Plans:**
 - DeltaCare USA (No Additional Cost Option)
 - Delta Dental PPO (*+\$60.73)
- c. **Vision Plan Offered:**
 - EyeMed (No Additional Cost)
- d. **Chiropractic:**
 - Anthem Blue Cross (Cost Dependent on Chosen Plan)
 - Kaiser (Cost Dependent on Chosen Plan)
- e. **Basic Life, Voluntary Life & Accidental Death, and Dismemberment (AD&D):**
 - Prudential Basic Life and Basic AD&D (No Additional Cost Option)
 - Prudential Voluntary Life and Voluntary AD&D (*Additional Cost Option)
- f. **Employee Assistance Program (EAP):**
 - Anthem Blue Cross through SISC (No Additional Cost)

*All unit members' contributions are deducted on a 10thly basis.

For the 2024/2025 plan year only, The District will provide a reimbursement program for unit members enrolled in the new Anthem Blue Cross Full Network Classic (No Additional Cost Option) HMO plan to assist in the transition to the increased cost in copay. Unit members may be reimbursed \$10 for primary care visits or \$30 for specialty visits and is limited to a maximum reimbursement of \$400 per unit member. Reimbursement may be used for the unit member or their enrolled dependent(s) and will be reimbursed upon verification of copayment (i.e., receipt). This is a one-time reimbursement for the 2024/2025 plan only and shall not set a precedent for future years.

In the event of any unforeseen changes to Article 10: Health and Welfare Benefits or Appendix H (Health and Welfare Benefits Plan) of the CSEA Collective Bargaining Agreement, the Association and/or the District reserve the right to reopen this MOU. This MOU is effective October 1, 2024 – September 30, 2025 (Benefit Plan Year).

This agreement is subject to all approvals required by the CSEA 610 policy and the District.

For the District



Kristina Hannon, SBCCD
Vice-Chancellor, Human Resources,
Payroll & Police Services


For CSEA



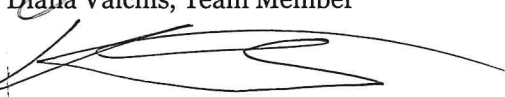
Ernest Guillen, President CSEA #291



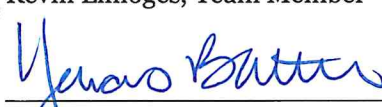
Noah Snyder, CSEA LRR




Diana Vaichis, Team Member



Kevin Limoges, Team Member



Yendis Battle, Team Member



Cedrick Wrenn, Team Member



MEDICAL VISIT REIMBURSEMENT FOR CSEA UNIT MEMBERS

Effective October 1, 2024, the San Bernardino Community College ("District") is providing unit members on the new **Anthem Blue Cross California Care 'Classic' HMO (no cost)** plan a one-time reimbursement of \$10 (or \$30 dollar for specialist visit) for every visit they or their family members have during the 2024/2025 plan year. This one-time reimbursement will be reimbursed based on verification of co-payment and limited up to \$400 per unit member's family. Unit members seeking reimbursement will submit their reimbursement to the Office of Human Resources, and it will be processed by Accounts Payable twice throughout the health benefit plan year.

Unit members wishing to be reimbursed for medical visits must initiate the request on a District form. Unit members must furnish documentation (e.g., receipt, paid statement) showing that the unit member has paid for the medical visit. Please do not submit documents that disclose any protected health information. The Office of Human Resources only needs proof of the co-payment made.

The reimbursement request must be received by the Office of Human Resources by:

- **March 31, 2025**, for the period covering October through March;
- **September 30, 2025**, for the period covering April through September.

If you meet the requirements above and you wish to participate in the program, complete the Medical Visit Reimbursement Request Form along with the required documentation.

Submit the completed form to the Office of Human Resources for approval and processing. **Incomplete forms will be returned to unit members and may delay payment or result in denial of reimbursement.**

SUBMIT FORMS TO THE OFFICE OF HUMAN RESOURCES: Marcela Navarro, mnavarro@sbccd.edu

SUBMIT FORMS TO HUMAN RESOURCES:

Marcela Navarro: mnavarro@sbccd.edu

MEDICAL VISIT REIMBURSEMENT REQUEST FORM

EMPLOYEE NAME: (please print) _____ Last 4 SSN _____

HOME ADDRESS: _____

HOME TELEPHONE: _____ E-MAIL: _____

COLLEGE: _____ DEPT./DIV: _____

** Checks will be mailed to home address**

Please check reimbursement request period

October 1 through March 31	April 1 through September 30
Form due to Human Resources by March 31	Form due to Human Resources by September 30

PART A: PROGRAM ELIGIBILITY (EMPLOYEE COMPLETES THIS SECTION) Check all that apply:

I am a Classified employee currently enrolled in the Anthem Blue Cross California Care 'Classic' HMO plan.

I am aware reimbursements do not include co-payments for vision or dental visits.

I am aware reimbursements are up to \$10 for regular visits or \$30 for specialist visits (maximum reimbursement of \$400 for the entire plan year).

I certify that the expenses submitted for reimbursement have not already been reimbursed from the District or any other source and any indication to the contrary may disqualify my participation in the Medical Visit Reimbursement Program in the future.

___ **Copy of proof of payment for each medical visit within the plan year**

NOTE: Documents MUST have your name.

Amount submitted for reimbursement consideration: \$_____ (Maximum reimbursement of \$400 for the entire plan year)

Employee Signature: _____ **Date:** _____

PART B: ELIGIBILITY VERIFICATION (COMPLETED BY Human Resources ONLY)

___ **Request for Program participation is approved. All of the required program criteria have been met and VERIFIED. Required proof of medical visit payments are attached to this form.**

Human Resources Signature: _____ **Date:** _____

MEMORANDUM OF UNDERSTANDING
By and Between
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
And
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT CHAPTER #291

December 12, 2023

Terms and Conditions: This Memorandum of Understanding is entered into by and between the San Bernardino Community College District (hereinafter, "District") and the California School Employees Association, and its Chapter #291, (hereinafter "Association").

In accordance with **Article 16: PERSONNEL**, specifically subsection 16.6: Classification and Compensation Study Process, the District will conduct a districtwide Classification and Compensation study to review and revise the District's classified job descriptions and to conduct a comparison of salary and benefits within the comparison market: Chabot-Las Positas CCD, Coast CCD, Contra CCD, Foothill-De Anza CCD, Grossmont-Cuyamaca CCD, Kern CCD, Los Angeles CCD, Los Rios CCD, North Orange County CCD, Peralta CCD, Rancho Santiago CCD, Riverside CCD, San Diego CCD, San Jose/ Evergreen CCD, San Mateo CCD, South Orange County CCD, State Center CCD, Ventura County CCD, West Hills CCD, West Valley-Mission CCD, Yosemite CCD, and Yuba CCD.

The Classification and Compensation Study implementation plan is to improve internal alignment, clearly define career ladders, and bring classifications whose pay range medians are behind the median of similar positions in the comparison of salary as close as feasible to median. All bargaining unit positions and job families will be reviewed in the classification and compensation study. All recommendations are negotiable by the negotiating teams (salary adjustments, job description changes, etc.). Unit members who receive an increase in range due to the Classification and Compensation study shall not suffer a decrease in compensation, and shall retain their step placement on the salary schedule.

The Classification and Compensation Study process shall include a comprehensive job description review by the Ad Hoc Committee, Position Description Questionnaire (PDQ), and the draft preparation and review. The committee makeup of the AD HOC Committee shall be mutually agreed upon between the District and the Association. The District shall provide reasonable-release time for the Association members for all meetings of the Ad Hoc Committee, and workgroup time therein. The District shall collect and analyze data regarding compensation for all classifications, and forward this data to the Ad Hoc Committee. The Ad Hoc Committee shall review the PDQs and data collected and send forth their recommendations to the Negotiation Teams for negotiating the completion and implementation of the Classification and Compensation Study per Article 16.6.

The Classification and Compensation Study process will be conducted in three (3) phases, with start and end dates subject to change due to completion of preceeding phase and negotiations, as follows:

Phase 1 (January 2024 – March 2024)

- Administrative/Clerical Support
- Instructional Support

Phase 2 (April 2024 – July 2024)

- Student Services
- Business/Fiscal Services

Phase 3 (August 2024 – October 2024)

- Maintenance and Operations/Administrative Services
- Technology Services
- Child Development

The Parties shall mutually attempt to complete the Classification and Compensation Study within (1) year of the date of ratification.

The Parties mutually agree that all reclassification requests shall be placed on hold and will be processed at the completion of the Classification and Compensation Study or within one (1) year from submission.

All negotiated effects to Classification and Compensation shall be effective at the end of each phase, with retroactive pay to the date of PDQ deadline for each phase and implemented within two (2) pay cycles after completion of the CSEA 610 policy and Board of Trustees' approval.

This agreement is subject to all approvals required by the CSEA 610 policy and the District.

For the District



Kristina Hannon, SBCCD
Vice-Chancellor, Human Resources
and Police Services

For CSEA



Ernest Guillen, President CSEA #291



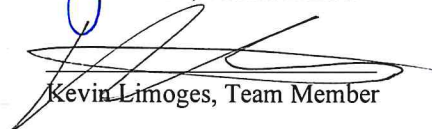
Noah Snyder, CSEA LRR

Diana Vaichis

Diana Vaichis, Team Member



Yendis Battle, Team Member



Kevin Limoges, Team Member

MEMORANDUM OF UNDERSTANDING
By and Between
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
And
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT CHAPTER #291

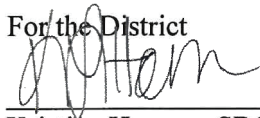
February 13, 2024

Terms and Conditions: This Memorandum of Understanding is entered into by and between the San Bernardino Community College District (hereinafter, "District") and the California School Employees Association, and its Chapter #291, (hereinafter "Association").

- 1) Effective July 1, 2023, the salary schedule will increase by four and a half percent (4.5%) for all bargaining unit members.
- 2) CSEA recognizes the District's intent to investigate a funding model for the upcoming fiscal years and will entertain the mutual development of this model. CSEA or the District may re-open Article 7: Pay and Allowances for the 2024-2025 year as outlined in Article 25: Completion of Meet and Negotiations to view the formula and see the proportionate share that will be applied.
- 3) The above language regarding Article 7.1 will be placed within **Article 7: Pay and Allowances** once negotiations for the 2023-2026 Collective Bargaining Agreement are completed.

This agreement is subject to all approvals required by the CSEA 610 policy and the District.

For the District



Kristina Hannon, SBCCD
Vice-Chancellor, Human Resources
and Police Services

For CSEA



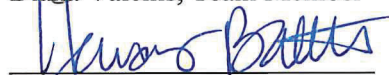
Ernest Guillen, President CSEA #291



Noah Snyder, CSEA LRR



Diana Vaichis, Team Member



Yendis Battle, Team Member



Kevin Limoges, Team Member



Cedrick Wrenn, Team Member

MEMORANDUM OF UNDERSTANDING
By and Between
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
And
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT CHAPTER #291

Terms and Conditions: This Memorandum of Understanding is entered into by and between the San Bernardino Community College District (hereinafter, "District") and the California School Employees Association and its Chapter #291, (hereinafter "Association"), collectively referred to as "the Parties".

The Parties agree to the following regarding a Remote Work Schedule ("RWS") for the period of July 1, 2024, through June 30, 2025.

For purposes of this Memorandum of Understanding, "permanent unit member" shall mean completion of their probationary period in their current classification and/or in the classification for which they were selected for an out-of-class assignment.

1. Permanent unit members requesting an RWS, where the employee works from an off-site location, shall submit a request form to their immediate supervisor. The immediate supervisor may accept, reject, or modify the request to work remotely. A modification can include approval of a hybrid schedule, where the unit member may work from a private off-site location within two (2) hours of the worksite for some of their schedule, but report to their work location at other times. The immediate supervisor shall notify the permanent unit member of their decision to the request within ten (10) days of receipt. Denial of a request for an RWS must include reasons in writing. A denial of a request for an RWS shall be submitted to the Office of Human Resources, which will ensure the decision is not arbitrary and capricious. The decision to grant or deny an RWS is not subject to the grievance process.
2. A permanent unit member with an approved RWS must sign an individual RWS agreement.
3. The ultimate decision as to whether to approve or deny an RWS rests solely with the immediate supervisor. An RWS schedule shall be considered on an individual basis.
 - a. In general, positions that may be considered for RWS arrangements meet the following criteria:
 - i. Job functions can be performed at a remote site without diminishing the quality of the work or disrupting the productivity or security standards of a department
 - ii. Does not create an undue burden on efficient daily operations or office staffing needs
 - iii. It is incumbent on the immediate supervisor to ensure fairness in the rotation of the RWS and fairness in the workload
 - b. These types of positions are not eligible for 100% remote work:

- i. Involving any face-to-face customer service as part of their primary duties;
 - ii. Involving any interaction with, and improvement to, campus/site facilities;
 - iii. Involving any-face-to-face interaction with or direction of student workers, vendors, professional experts, or any other consultants as part of their primary duties; and
 - iv. Require specialized equipment, supplies, or materials available only at the worksite.
4. Permanent unit members may not request an RWS in lieu of taking personal leave, sick leave, or annual leave.
5. RWS is not a substitute for dependent care. While performing work duties remotely, permanent unit members are expected to have dependent care arrangements in place.
6. If a permanent unit member is to work remotely as an accommodation for medical or disability reasons, the immediate supervisor will consult with the Office of Human Resources prior to initiating the request and before terminating the remote work agreement.
7. Permanent unit members must have a work history that demonstrates efficient work without close supervision, maintain regular communication, and collaborate effectively in a remote work environment; in addition, the unit member must have received, at minimum, a satisfactory in all evaluation measures on the unit member's last performance evaluation.
8. Permanent unit members shall be available for communication and contact during remote work as they normally would be if working at their regularly assigned place of employment. Permanent unit members and their immediate supervisors shall agree on how their communications shall be handled. During the agreed upon work schedule, it is expected that the participating permanent unit member shall be available for contact by phone and/or e-mail, and may be asked to report to their regularly assigned place of employment on an arranged schedule.
9. After an RWS agreement is approved, the immediate supervisor shall use their best efforts to provide the appropriate technology, equipment, office supplies, and other assistance for the employee to perform their job successfully through remote work. Permanent unit members who take District equipment to their remote location will be required to sign a form acknowledging receipt of the equipment and agreeing to maintain the equipment in working condition.
10. Permanent unit members can discontinue RWS at any time and return on-site.
11. The immediate supervisor may permanently rescind RWS for an on-site work schedule, upon three (3) calendar days' notice to account for a change in staffing levels, for failure to abide by any of the terms of the individual RWS agreement, or based on the operational needs of the department. On any given day, a permanent unit member may be temporarily called into the physical work location if operational needs require their presence and if provided reasonable advance notice as described in the department's written communication plan (unit members will be provided with no less than three (3) hours notice).

12. The District will provide the Association with the current RWS list including names, worksite location, and shift times worked at the beginning of the approved RWS.

This MOU will sunset on 30 June 2025 and shall be reevaluated and subject to negotiations at any time.

This agreement is subject to all approvals required by the CSEA 610 policy and the District.

For the District



Kristina Hannon, SBCCD
Vice-Chancellor, Human Resources,
Payroll & Police Services

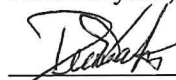
For CSEA



Ernest Guillen, President CSEA #291



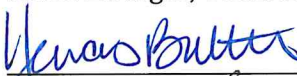
Noah Snyder, CSEA LRR



Diana Vaichis, Team Member



Kevin Limoges, Team Member



Yendis Battle, Team Member



Cedrick Wrenn, Team Member



EPG
bH

Remote Work Schedule Request Form/Agreement

Employee Name:			
Site/Department:			
Primary Phone:			
Remote Work Address:			
Remote Work Schedule Start Date:		Remote Work Schedule End Date*:	
Requested Remote Work Hours per Day/Week:			
M-F Remote Hours:			
	Start Time	End Time	Total Hours
Monday	:	:	
Tuesday	:	:	
Wednesday	:	:	
Thursday	:	:	
Friday	:	:	
M-F Location Hours:			
	Start Time	End Time	Location
Monday	:	:	Choose an item.
Tuesday	:	:	Choose an item.
Wednesday	:	:	Choose an item.
Thursday	:	:	Choose an item.
Friday	:	:	Choose an item.

Remote Work Schedule ("RWS") arrangements are appropriate for positions with job-specific duties that allow for remote work, and when certain factors coexist to create a reasonable certainty that the RWS work arrangement will be successful. Management will not deny a request for an RWS arrangement for arbitrary or capricious reasons.

If my request is accepted, I agree to the following concerning my remote work location:

- I will provide the address of my remote work location from which I will be conducting the remote work to my immediate supervisor. Remote work from any other location than that provided to the immediate supervisor is strictly prohibited.
- The remote work location must be located within a two (2) hour drive of my physical work location.
- I will ensure that my remote work location is private (non-public) and free from distraction.
- If safety or ergonomic issues arise, I agree to provide access to my remote work location to Risk Management, upon forty-eight (48) hours of notice.
- I will maintain a safe and hazard-free workspace in my remote work location.

- I agree to maintain a homeowner or renter insurance policy prior to commencing remote work and will continue to maintain the policy in good standing in an amount equal to or greater than \$100,000.
- I will not leave District work, materials, information, etc., in a format that would be available or visible to others.

If my request is accepted, I further agree to the following conditions:

- On any given day, I may be temporarily called into the physical work location if provided reasonable advance notice as described in the department's written communication plan (notice shall be no less than three (3) hours).
- Any equipment such as ergonomic equipment, laptops, etc., that is provided to me to perform my normal work duties, remains the property of the District and is to be returned upon request. Additionally, I agree to properly secure the equipment and maintain the equipment in working order. The District is not responsible for reimbursing me for any costs associated with working from home if the resource is available at the physical work location (e.g., telephone, internet service.)
- All work done during a remote work period remains the property, both intellectual and otherwise, of the District.
- I will submit requests for leave in accordance with the Collective Bargaining Agreement, board policies, and administrative regulations in the same manner as if I were absent from the District's physical work location. In the event that I will not be available during normal work hours on a normal workday, I must notify District, in accordance with the Collective Bargaining Agreement.
- I am expected to abide by all District policies and Work Rules while working remotely.
- While working remotely, I am expected to maintain the volume and quality of work expected of my classification working at a District physical site.
- I will adhere to work hours and lunch and break times in accordance with the Collective Bargaining Agreement. Any changes to break and lunch times require prior supervisor approval.
- Overtime is subject to prior supervisor approval. Any employee who works overtime without prior supervisor approval may be subject to discipline.
- I will provide a copy of my driver's license and car insurance information to the District as I may need to transport equipment between the remote work location and the District's physical work location.
- I understand that I may not request an RWS in lieu of taking personal leave, sick leave, or annual leave.
- I will be available for communication and contact during remote work as if I normally would be if working at my regularly assigned place of employment. Additionally, I understand that it is expected that I will be available for contact by phone and/or e-mail, and may be asked to report to my regularly assigned place of employment on an arranged schedule.
- I understand that RWS is not a substitute for dependent care; therefore, while performing work duties remotely, I am expected to have dependent care arrangements in place.

Remote work agreement:

I have read, understand, and agree to abide by this Remote Work Agreement.

I further understand and agree that this Agreement may be terminated by the District upon three (3) calendar days' notice to account for a change in staffing levels, for failure to abide by any of the terms of this agreement, or based on the operational needs of the department.

I agree that this Agreement will expire no later than June 30, 2025.

By signing below, I further acknowledge and certify that I have an ergonomically safe and efficient work environment in the approved remote work location.

EPB
JA

Employee Name (Print)

Employee Signature

Date

[This section is to be completed by the immediate supervisor]

Approved: ☐ Denied: ☐ Modified: ☐

Reason for denial/modification:

Modified Remote Work Hours per Day/Week:

M-F Remote Hours:

	Start Time	End Time	Total Hours
Monday	:	:	
Tuesday	:	:	
Wednesday	:	:	
Thursday	:	:	
Friday	:	:	

M-F Location Hours:

	Start Time	End Time	Location
Monday	:	:	Choose an item.
Tuesday	:	:	Choose an item.
Wednesday	:	:	Choose an item.
Thursday	:	:	Choose an item.
Friday	:	:	Choose an item.

Site/Department Supervisor Signature

Date

Human Resources

Date

District Equipment to be Used at the Remote Worksite:

Description	Asset Number

Cc: Personnel File

APPENDIX K

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT SCRIBE'S WAIVER

In the event of any inadvertent omission or commission by the scribe of the contract, the original signed agreement shall prevail.