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ARTICLE 1
AGREEMENT, DESIGNATION OF PARTIES, AND LENGTH OF AGREEMENT

- 1.1 This agreement is made and entered into the 1st of July, 2021, between the Santa Monica Community College District, hereinafter referred to as “District”, and the California School Employees Association and its Santa Monica College Chapter 36, hereinafter referred to as “Association.”
- 1.2 This agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code of the State of California.
- 1.3 This agreement shall remain in full force and effect up to and including June 30, 2024. No sooner than February 1, 2024 either party wishing to modify, or amend the agreement shall submit in writing its request to do so, accompanied by its initial proposals. Meeting and negotiating in connection with such proposals as well as appropriate counter-proposals shall commence no later than April 15, 2024.
- 1.4 The District and the Association agree to continue to operate under the articles of this contract after June 30, 2024 in the event a new contract has not been agreed to prior to June 30, 2024. The District and the Association agree such continuation shall remain in effect until all negotiations have concluded or the conclusion of the impasse process. In the event that the Association engages in work stoppages after June 30, 2024 and prior to a contract being completed, the District is released from Article 1, Section 1.4.
- 1.5 Apart from and in addition to any existing legal restrictions upon and remedies for work stoppage, CSEA agrees to the following:
- 1.5.1 During the term of this agreement, neither CSEA nor its respective officers or representatives shall urge, call, sanction or engage in any work stoppage, slowdown, or other concerted interference with normal operations for any cause whatsoever. In the event of any actual or threatened strike, slowdown, or other work stoppage, CSEA and its officers, representatives and affiliates shall take all reasonable steps within their control to avert or end the same.
- Any employee engaging in any unlawful strike, slowdown, or other work stoppage may be disciplined under applicable law and provisions of this agreement.
- 1.5.2 The District agrees that it shall not engage in a lockout of unit members during the term of this agreement. The term “lockout” is intended to cover a situation where the employer refuses to permit employees to work in an effort to obtain bargaining concessions from CSEA.

1.5.3 Disputes arising under this Article are to be handled according to appropriate legal proceedings rather than the grievance and/or arbitration procedure of Article 10.

1.6 For purposes of this Agreement, “immediate supervisor” means the District manager to whom the classified employee reports and who is directly responsible for the employee’s supervision. The employee shall be informed of the name of his or her immediate supervisor in writing. An immediate supervisor shall not be another bargaining unit member or a member of the faculty.

ARTICLE 2
RECOGNITION

- 2.1 The District recognizes the Association as the exclusive representative as defined in Section 3540.1(e) of the Government Code. The exclusive representative shall represent a unit of operations and support classified employees; a unit of office, technical, and business services classified employees; a unit of instructional assistant and para-professional classified employees. Included in this unit shall be all newly created classifications and all classifications not exempted from classified service under the California Education Code. Community College Police Officers and Community College Police Officer Trainees are not included in the unit.
- 2.2 Excluded from this unit are: all academic employees; all non-merit classified employees; all limited-term personnel such as substitutes, provisional, professional experts/consultants, and other positions exempt from the merit system as designated by the Board of Trustees and the Personnel Commission and all management, confidential, and supervisory employees.
- 2.3 The District shall provide semi-annual reports (beginning of January and July) in electronic format to CSEA Chapter President and Labor Relations Representative indicating the number of limited term employees, student workers and professional experts/consultants. With the exception of student workers, the report shall also include the employee's name, classification, assigned number of work hours, and assigned department. With respect to student workers, the report shall include the number of student workers by department.

ARTICLE 3
HOURS OF EMPLOYMENT

3.1 Work Day and Work Week

- 3.1.1 The work day for full-time employees shall be eight hours of work, exclusive of an unpaid 30-minute lunch period, in a continuous 24-hour period. The work week for full-time employees shall be 40 hours in five consecutive work days and two days of rest in a seven-consecutive-day period. The work week shall be Monday through Friday. Exceptions to the above are cases where the work weeks are established under 3.1.2, 3.1.3, 3.1.4, 3.1.5, 3.1.6, 3.1.7, and 3.1.8. Employees shall be notified of their assigned days and hours of work at the time of initial employment and promotion. Nothing in the above shall preclude the District from establishing a work day or work week of less than full time.
- 3.1.2 The starting and ending times of the work day shall be determined by the District at the time of initial employment or promotion. The period from Sunday through Saturday shall be used for purposes of calculating overtime.
- 3.1.3 For those employees who are paid a variable hours differential as set forth in Article 11, the work schedule may be modified at any time depending on the needs of the particular department in which the employee is assigned; failure to adhere to the modified work schedule shall not be grounds for discipline unless the employee shall have received notice of the modified work schedule at least 24 hours prior to the change.
- 3.1.4 An employee's assigned work schedule may be changed by mutual agreement between the employee and the employee's immediate supervisor. If the employee or employee's immediate supervisor does not agree to the proposed assigned work schedule, the District and CSEA may negotiate the proposed change and any subsequent agreement shall be binding on the parties. This Section 3.1.4 authorizes schedule changes only by voluntary agreement.
- 3.1.5 The fixed schedule of an employee may be revised by the District for changed circumstances by giving written notification to the CSEA President at least 30 work days before the proposed change as follows: (a) for changes to take effect on the first day of the Winter intercession, the notice shall be given by the preceding October 1st; and (b) for changes to take effect on the first day of the Spring semester, the notice shall be given by the preceding October 1st. The District may not use this procedure more than two times in any fiscal year. The notice shall include the specific reason for the change and shall be given only after informal discussions

have taken place between affected employees and their manager(s). CSEA shall receive notification that informal discussion will be initiated. When the change does not affect all like positions in an office/work unit/department, employees shall be selected first on a voluntary basis by District seniority and, if there are insufficient volunteers, then the District may assign employees in reverse order of District seniority.

Within 15 work days of the written notification, CSEA may request to meet and confer with the District to discuss the proposed schedule change and implementation date. If CSEA requests to meet and confer, the implementation date shall be delayed. The meet and confer process shall conclude within 30 work days after the request to meet and confer unless extended by mutual agreement. At the conclusion of the meet and confer process, the District shall implement the schedule change agreed upon during the meet and confer process or, if no agreement is reached, the District may implement its proposed change upon approval by the Board of Trustees in a public session at which CSEA shall have an opportunity to speak before action is taken. Any change implemented by the District without agreement may be challenged through the grievance process if it is not done for purposes of changed circumstances; CSEA can request immediate arbitration without pursuing either Step 1 or 2 of the grievance process.

For purposes of this section, “changed circumstances” means any material change in budgetary or operational circumstances of the College affecting the College as a whole or a department within the College that necessitates a change in working hours. No change in hours under this Section 3.1.5 shall be approved unless there is adequate supervision during the changed hours. There shall be a direct relationship between the changed circumstance and the change in hours. Examples would include a change in the hours of operation such as (a) to serve the public, an office that is open from 8:00 a.m. to 5:00 p.m. expands its hours of operation or (b) because of budgetary reasons an office that is open from 8:00 a.m. to 8:00 p.m. curtails its hours of operation.

For purposes of this section, “emergency” means any natural disaster or calamity or sudden and unexpected material reduction in the budget of the College.

No change in schedules under this Section 3.1.5 shall result in a loss of hours.

The District shall not use Section 3.1.5 for punitive or disciplinary reasons nor shall it threaten to change a schedule for punitive or disciplinary reasons.

After this Section 3.1.5, has been used on at least two occasions, either party may reopen this Agreement to bargain over changes to this Section 3.1.5 by notifying the other party in writing of its intention to do so. The parties shall immediately begin negotiations concerning this request.

- 3.1.6 In the event the District seeks to voluntarily change the hours of an employee in a department from a Monday through Friday work week to a work week which includes Saturday and/or Sunday, employees in the same department and the same classification shall be selected on a voluntary basis in order of seniority.
- 3.1.7 The District may establish a 10-hour work day, four-day/40 hour weekly schedule for community college police dispatchers as a condition of employment.
- 3.1.8 Nothing herein shall preclude the District from establishing an alternative work week of a ten (10) hour day for a four (4) day forty (40) hour weekly schedule; or a nine (9) hour day for eight (8) days plus one eight (8) hour day in a two (2) week schedule totaling eighty (80) hours in the two (2) week period; or a twelve (12) hour day for three (3) days plus one eight (8) hour day in a two (2) week schedule totaling eighty (80) hours in the two (2) week period; or some other variation of scheduling allowable under the California Education Code, the Fair Labor Standards Act, and this contract so that no portion of the employee's regular work week will be overtime.

The employee may request an alternate work week described above or a flex schedule by submitting an Alternate Work Schedule/Flextime Request. Such a request is subject to approval of the employee's immediate supervisor and the Office of Human Resources. Upon approval by the Office of Human Resources of an alternative or flex schedule, the Association will be notified of the approved work schedule. In the event that an employee's request for an alternative work week or a flex schedule is denied, the employee's supervisor will meet with the employee to discuss the reason(s) for the denial of the request. The employee may request to have a CSEA representative present at the meeting.

After six (6) months, an employee whose request was not approved may request reevaluation to determine if District and/or operational needs have changed to fit the employee's request for an alternative work week or flex schedule.

If the employee requests, the District agrees to meet with the employee and the Association if the employee's alternative work week pattern or flex schedule is to be amended or canceled without the employee's prior consent. The District shall develop a procedure in consultation with the Association to review such requests.

3.1.9 The District shall provide CSEA with a copy of any submitted Alternate Work Schedule/Flextime Request within five days.

3.2 Overtime

3.2.1 Unit members shall be compensated at a rate of 1 1/2 times the regular rate of pay for the number of hours worked in excess of eight-hours per day and/or 40-hours per week, provided such overtime is directed and authorized in advance by management personnel. All approved overtime shall be submitted to the Payroll office on a District approved form which shall state the amount of overtime approved and whether such overtime is to be paid compensation or compensatory time. The form shall be signed by both the employee and the supervisor.

3.2.2 For those employees who have an average work day of four hours or more, but less than eight hours, compensation for any work required to be performed on the sixth or seventh day following commencement of the work week shall be at the rate equal to 1 1/2 times the regular rate of pay of the employee designated and authorized in advance to perform the work.

3.2.3 For those employees who have an average work day of less than four hours during the work week, compensation for any work required to be performed on the seventh day following commencement of the work week shall be at the rate equal to 1-1/2 times the regular rate of pay of the employee designated and authorized in advance to perform the work.

3.3 Overtime Compensation

3.3.1 Overtime compensation shall not be provided unless overtime work is authorized in advance by management personnel.

3.3.2 For overtime work, the District shall grant either paid compensation or, by mutual agreement with the employee, compensatory time off at the same ratio as the overtime payment. In the event that compensatory time is given for overtime, the employee must take the compensatory time within twelve (12) months. The scheduling of compensatory time off is subject to the approval of the immediate supervisor. In the event that an employee is not able to take her/his compensatory time off within twelve (12) months the employee will be paid for such time at the appropriate rate.

3.3.3 Shift and special assignment differentials regularly received by the employee shall be included in determining the regular rate of pay for the purposes of determining the overtime salary payment.

3.3.4 For the purposes of determining overtime compensation, time which the employee 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 employee.

- 3.3.5 Overtime shall not be granted for periods of less than 1/2 hour. However, if there is a pattern of repeated requests for overtime of less than thirty (30) minutes, the employee shall be compensated at overtime rates for all work performed. "Pattern of repeated request" shall be defined as a requirement to perform overtime of less than thirty (30) minutes more than three times in any fifteen (15) working day period.

3.4 Assignment of Overtime

- 3.4.1 Overtime shall be assigned on a rotating seniority basis among all qualified employees who are in the same classification, the same organizational unit, and at the same work location. An employee may decline an overtime assignment without adverse consequence unless it is assigned pursuant to Section 3.4.2 below.

The department may define the group of qualified employees by their shift for purposes of assigning overtime so that call back pay is not obligated. In order to determine if an employee is qualified, the department should consider the employee's work record in the department, including being in an unsatisfactory status on a current evaluation or having a formal discipline action in process.

- 3.4.2 If no employee in the classification, organization unit and work location accepts the overtime assignment, using the rotating seniority process, the District may assign the overtime in reverse rotating seniority order.

- 3.4.3 The following are allowable exceptions to the seniority overtime assignment process:

When overtime is authorized for completion of a specific assignment, project, or work in progress, the employee who began the assignment, project, or work may be assigned the overtime;

When the District determines it is necessary to consider special skills and training of employees to perform particular work;

When employees are available to perform the work on a non-over-time basis, the District shall not be required to assign the work on an overtime basis.

Overtime pay assignments will not be given to temporary employees unless the regular employees that would normally be assigned the overtime are not available or one of the seniority exceptions apply.

3.4.4 All overtime shall be offered to everyone on the applicable overtime list in descending order of seniority until the list is exhausted. Once the last name on the list is reached the process will resume from the top of the list. If an employee is offered overtime for a scheduled project and declines to accept, the employee forfeits his/her turn in the rotation. That employee will not be offered overtime until the list has been completed and his/her name comes up again in order of seniority.

3.4.5 Notice of scheduled overtime, for situations that are recurring or have advance notice, and which are offered on a rotational basis shall be posted in the same area as all required employment notices and announcements and will remain up until the work has been completed. Posting shall be on a form agreed to by the District and CSEA. Employee responses to the overtime posting shall be on a form agreed to by the District and CSEA. In lieu of posting, an organizational work unit may use electronic communications when all employees in such unit regularly use electronic communication. All such notices whether posted or sent by electronic communication will contain a description of the work to be done, the anticipated length of time to accomplish the work, the date(s) on which the work will be scheduled, and the date and time of posting. The notice shall be posted within a reasonable time of the District learning of the overtime work. Records will be maintained of all notices, employee responses, and overtime assignments for a period of three years.

3.5 Call Back Pay

3.5.1 Whenever an employee is ordered by the District to return to duty following termination of his/her normal work shift or work week and the employee has departed from his/her work location, the employee shall receive a minimum payment equivalent to two (2) hours of pay at the applicable rate unless the employee works for more than two (2) hours, in which case he/she shall be compensated for the actual hours worked at the applicable rate. If an employee lives more than 15 miles from the Main Campus, the minimum payment shall be equivalent to three (3) hours of pay at the applicable rate unless the employee works for more than three (3) hours, in which case he/she shall be compensated for the actual hours worked at the applicable rate.

3.5.2 Whenever an employee is ordered by the District to work a day which is not a regularly scheduled workday, and is provided notice of such required work at least five (5) days prior to the commencement of the work requirement, the employee shall receive a minimum payment equivalent to two (2) hours at the overtime rate unless the employee works more than two (2) hours, in which case he/she shall be compensated for the actual hours worked at the overtime rate. If the District does not provide notice

of such required work five (5) days prior to the commencement of such work requirement, the employee shall receive a minimum payment equivalent to four (4) hours at the overtime rate unless the employee works more than four (4) hours, in which case he/she shall be compensated for the actual hours worked at the overtime rate.

3.6 Lunch Period and Breaks

- 3.6.1 Each employee who works more than five (5) hours per work day shall be entitled to an unpaid lunch period consisting of at least one-half hour as scheduled by his/her immediate supervisor. An employee who works five or less hours per work day shall not be required to take a lunch break.
- 3.6.2 If the total work hours of the employee is not more than six hours per work day, the employee and the employee's immediate supervisor can by mutual consent agree that no lunch period need be taken.
- 3.6.3 If the total work hours of the employee is more than 10 hours per work day, the employee shall be entitled to a second unpaid lunch period of at least one-half hour as scheduled by his/her immediate supervisor. The employee and the employee's immediate supervisor can by mutual consent agree that the second lunch period is not required if the first period has been taken.
- 3.6.4 All lunch periods shall be duty free.
- 3.6.5 Each employee in the bargaining unit who works four (4) or more hours per work day shall be entitled to and shall take a 15-minute break per four (4) hours as scheduled by his/her immediate supervisor.
- 3.6.6 The immediate supervisor shall schedule the lunch period near the middle of the work day for full-time employees and breaks near the middle of the four (4)-hour work periods, commensurate and consistent with the work responsibilities of this employee. Employees may not combine their lunch and break periods in order to shorten their work day, except with the approval of their immediate supervisor.

3.7 Assignment of Temporary Additional Workload

- 3.7.1 The District shall immediately notify CSEA of long-term reductions in the workforce caused by extended leaves of absences, separations, and/or vacancies in the workforce; or impacts in the workforce caused by reorganization and/or restructure in the District. The District and CSEA shall meet and negotiate the impacts of temporary additional workloads of employees caused by reductions, reorganization, and/or restructure. Negotiations shall take place within thirty (30) days of the notification to CSEA.

3.7.2 In any department where there has been a reduction of workforce, the supervisor shall provide an employee with training necessary to complete any new tasks.

3.8 Employee Work Calendar

3.8.1 The parties agree that they shall negotiate the employee work calendar annually, prior to Board approval. (see calendar appendices).

3.8.2 Bargaining unit members will be assigned to either an eight, eleven or twelve month work year. The work year for all bargaining unit members shall begin on July 1st and end on June 30th. For eleven month employees, at the beginning of the employee's work year, the District, after consultation with the employee, shall assign the period of time, which shall consist of four consecutive work weeks (normally within the months of July and August), in which the employee shall not be assigned to work. Eleven month employees will be provided at least thirty (30) days written notice of their non-duty time. The non-duty period of time may be scheduled in non-consecutive weeks if mutually agreed to, in writing, between the employee and his/her supervisor. Eight month employees shall work during the Spring and Fall Semesters. The District shall meet and confer with CSEA prior to establishing any new eight month positions.

3.9. Winter/Summer Recess Additional Assignments:

3.9.1 Employees not assigned to work during the summer or winter recess periods may request to be assigned to any work in their current classification that may be available during either the winter or summer recess. The district shall determine what, if any, work is available during the winter or summer recess. If additional assignments become available during either the winter or summer recess, the District shall assign the work to any employee who has requested an additional assignment. In the event two or more employees request an additional assignment, the assignment will be given to the most senior employee. In order to be qualified for an additional assignment, an employee must have received at least an overall satisfactory rating on their last evaluation and must not be facing disciplinary charges at the time of the additional assignment. In the event that no employee within the classification of work to be assigned is available, the District may assign the work to an employee in a related classification.

ARTICLE 4
EVALUATION

4.1 Philosophy of Evaluation

The performance evaluation is provided as an aid for classified employees to achieve and maintain high levels of work performance. The evaluation focus is based on a commitment to quality service and continuous improvement. The evaluation process has been designed to be used as a coaching device for supervisors and a means for establishing mutually agreed upon performance goals and objectives for individual employees. The evaluation process and form is intended to provide a method of measuring an employee's performance based on the standards and requirements of the position as stated in job description, and the performance goals and objectives. The evaluation form can be a valuable asset to supervisors in motivating employee development and effective job performance, particularly when used to initiate employee assessment and the planning of goals and objectives.

The evaluation shall not be used in lieu of the disciplinary steps set forth in Article 13.

4.2 Evaluation Responsibilities

4.2.1 All unit members shall have the right to know their evaluator. The employee's immediate supervisor shall be the evaluator. The employee shall have the right to know all other persons contributing to the evaluation.

4.2.2 The evaluation shall be based on the following standards, objectives and criteria:

- a. The job description.
- b. The focus areas on the approved Evaluation Form.
- c. Lawful workplace rules communicated to the employee in writing.
- d. Evaluation of the quality or quantity of an employee's work shall take into account the employee's workload and the extent to which established priorities of the work assignment are met.

4.2.3 Supervisors shall maintain ongoing communication with those that they supervise and should not wait until the evaluation conference to do so. This applies to both anniversary and special evaluations. A grievance may be filed for violation of this paragraph only when the failure of communication resulted in an Overall Work Performance Rating of "Below Standards" because the employee was not given an opportunity to address the problem.

4.2.4 The employer retains sole responsibility for the evaluation, assessment, and performance of each unit member, subject only to the procedural requirements. Accordingly, no grievance arising under this article shall challenge the substantive objectives, standards, or criteria determined by the evaluator or District; nor shall it contest the judgment of the evaluator or District. Any grievance shall be limited to a claim that the evaluation procedures have been violated.

4.3 Evaluation Conference

4.3.1 The immediate supervisor shall schedule an evaluation conference with the employee to be evaluated. Evaluation Conferences shall be conducted during the employee's workday. Evaluation shall not be performed by unit members. The evaluation shall be based upon the personal observation and/or the knowledge of the evaluator of the employee's performance during the evaluation period. However, input may be obtained for the evaluation from unit members or academic personnel (Department Chairs, Faculty Leaders, and Faculty Coordinators) that have a responsibility in their job description or duties to provide direction to the evaluated employee. The supervisor shall verify the accuracy of any such input.

4.3.2 In order to facilitate the ongoing communication required by Section 4.2.3 above, the supervisor may schedule periodic meetings with the employee and the respective Department Chair, Faculty Leader, or Faculty Coordinator who provides such direction. The District shall inform the employee that a CSEA representative may participate in the meeting.

4.3.3 In order to conduct an anniversary or special evaluation, the supervisor shall have been the employee's supervisor for at least 120 days.

4.3.4 The supervisor shall notify each employee to be evaluated of the date, time and location of the conference. The notice shall include a statement as to which persons authorized in Section 4.3.6 below shall attend the conference and a reminder that the employee will be asked to discuss their goals and objectives for the next evaluation period.

4.3.5 At the time of the evaluation conference, the immediate supervisor shall if applicable, give suggestions for improvement and include these written suggestions on the approved evaluation form. At this conference, the employee and supervisor shall make a good faith effort to establish mutually agreed upon goals and objectives for the next evaluation period.

4.3.6 Only the following individuals may attend the evaluation conference:

4.3.6.1 The employee and an Association representative or any other representative of the employee.

- 4.3.6.2 The employee's immediate supervisor.
- 4.3.6.3 The area Vice President or a representative from the Office of Human Resources.
- 4.3.6.4 Any supervisor with management responsibility for the employee's work area with the consent of the employee.
- 4.3.6.5 Any other person mutually agreed to by the District, CSEA, and the employee.

4.4 Definition of Ratings

- 4.4.1 A "Below Standards" rating signifies that the employee's work performance needs improvement and the employee has not achieved the expected level of performance for the specific area being evaluated. This rating must be documented by 1) a statement of the problem or concern; and 2) specific suggestions for improvement. In connection with the evaluation of a non-probationary employee, the rating shall also be documented with a description of the steps the supervisor took to bring the below standard performance to the attention of the employee so that he or she had an opportunity to make improvement before the date of the evaluation conference.
- 4.4.2 A "Meets Standards" or "Exceeds Standards" rating signifies that the employee's work performance has met or exceeded the expected level of performance for the specific area being evaluated.
- 4.4.3 The "Overall Work Performance Rating" reflects the employee's general performance.

4.5 Evaluation Form

- 4.5.1 All evaluations will be made on an approved form, which will include, but is not limited to, the following items:
 - 4.5.1.1 A designated space for the immediate supervisor's suggestions for improvement; and a clear definition of what is necessary to achieve those improvements;
 - 4.5.1.2 A designated space for the employee's signature, including a statement, "The employee's signature does not imply agreement with the contents of this evaluation. By signing, the

employee acknowledges having seen, discussed and received a copy of this evaluation.”; and

4.5.1.3 The following statement in a prominent place: “The employee has fifteen (15) working days to attach a response, if desired, prior to this evaluation being filed in the employee's official personnel file.” The employee or their representative may request an extension in writing to the Office of Human Resources. Any such request shall state the reason for the request.

4.5.2 Any mutually agreed upon goals and objectives shall be set forth on a separate sheet attached to the evaluation form.

4.5.3 Evaluation Forms and responses should be distributed in the following manner – original to the Office of Human Resources, one copy to the employee and another copy to the supervisor.

4.5.3 Either party may propose amendments to the current evaluation form. All such changes shall be mutually agreed upon.

4.6 When to Evaluate Probationary Unit Members

4.6.1 Every unit member, except unit members designated as dispatchers, shall serve an initial probationary period for six (6) months or one hundred and thirty (130) days of paid service, whichever is longer. Dispatchers shall serve an initial probationary period of one (1) calendar year. Employees who have modified work schedules (such as 4/10 or 9/80) shall be credited as if they had worked a 5/40 week.

4.6.2. For an employee serving a six-month probation, the immediate supervisor shall prepare a formal evaluation by the end of the second and fourth months of service, and prior to the completion of the sixth month of service. For an employee serving a one-year probation, the immediate supervisor shall prepare a formal evaluation by the end of the fourth and eighth months of service, and prior to the completion of the twelfth month of service. If, as a result of a probationary employee's absence, the supervisor cannot adequately evaluate the probationary period in the times specified above, the supervisor is still responsible for conducting the evaluation within 10 work days of the probationary employee's return to work. If the supervisor is on approved leave at the time the employee returns for work, the 10 work day time period shall be extended by the number of days that the supervisor is on leave.

- 4.6.3 With the exception of dispatchers, unit members who are promoted shall be evaluated by their immediate supervisors on the second and fourth months and prior to the completion of the sixth month of the probationary period. Unit members who are promoted to dispatcher shall be evaluated by the immediate supervisor by the end of the fourth and eighth months of service, and prior to the completion of the twelfth month of service.
 - 4.6.4 In the event the unit member who is promoted does not successfully complete the promotion probationary period, the permanent promotional or probationary member shall be entitled to a position in his/her previous permanent classification.
 - 4.6.5 In the event that the employee does not receive a satisfactory evaluation during their initial probationary period and the supervisor does not recommend permanency, the employee may be offered the opportunity to resign prior to release from their probationary assignment.
- 4.7. Permanent Unit Members Evaluations
- 4.7.1 A performance evaluation shall be conducted only during the period beginning with the employee's anniversary date in the current position ("anniversary evaluation") and ending 60 calendar days after the employee's anniversary date. The ending date of the 60-day evaluation period shall be extended by the number of days that an employee was on leave during the 60-day evaluation period. The anniversary date is based on the employee's date of appointment to his/her current classification.
 - 4.7.2 An evaluation shall be conducted at least once every three years. In the event that no evaluation has been conducted, the employee's performance shall be deemed satisfactory. Any employee receiving an overall "Exceed Standards" rating may be exempted from the next two annual evaluation cycles.
 - 4.7.3 An employee may at any time request an evaluation from his or her supervisor and the supervisor shall either grant or deny the request.
- 4.8 Special Evaluation
- 4.8.1 All regular permanent unit members may be evaluated by their immediate supervisors at any other time when exemplary or unsatisfactory service is performed.
 - 4.8.2 In the event of alleged unsatisfactory performance, the evaluation shall be made within 30 days of the noted unsatisfactory performance.

- 4.8.3 Letters of exceptional merit that are based on the observation or knowledge of the employee's service to the District shall upon the request of the employee be placed into the employee's personnel file maintained in the Office of Human Resources.
- 4.9 Follow-Up Evaluation
- 4.9.1 If an employee receives a "Below Standards" rating in any area, a follow-up evaluation may be scheduled.
 - 4.9.2 If an employee receives an overall "Below Standards" rating, a follow-up evaluation must be scheduled.
 - 4.9.3 The follow-up evaluation shall be held between thirty (30) and ninety (90) days from the date of the original evaluation conference.
 - 4.9.4 The District and the Association agree that the purpose of a follow-up is to allow the employee the opportunity to improve. Follow-up evaluation is limited to the specific areas in the original evaluation that the employee was rated "Below Standards."
- 4.10 Employee Response to the Evaluation
- 4.10.1 The employee may submit a written response to the evaluation within 15 working days of the evaluation conference. The written response shall be submitted to the Office of Human Resources. The employee or their representative may request an extension in writing to the Office of Human Resources. Any such request should state the reason for the request. If the request is denied, the Office of Human Resources shall state the reasons in writing.
 - 4.10.2 If an employee receives an overall rating of "Below Standards" on any evaluation and the employee prepares a written response to the evaluation, the employee's evaluation along with the response shall be reviewed by the area Vice-President. As part of this review, the employee may request a meeting with the area Vice-President to discuss his/her evaluation. The employee may be represented by the Association at any such meeting. The area Vice-President has the authority to approve or revise the evaluation. In addition, the Vice President has the authority to rescind the evaluation and direct that a new evaluation conference be scheduled within 30 days of the date of meeting.
- 4.11 The parties have created a joint Evaluation Committee, composed of three (3) representatives of the California School Employees Association and three (3) management representatives. The committee has been charged with research into the process of Article 4 employee evaluations as well as alternatives. The Committee

will submit a revised Evaluation Form and related instructions to the parties for approval by MOU.

ARTICLE 5
SAFETY CONDITIONS OF EMPLOYMENT

- 5.1 The District and the exclusive representative shall cooperate in the objective of eliminating accidents and health hazards under all applicable State and Federal law. The District, exclusive representative, and members of the bargaining unit recognize their obligations and/or rights under existing federal and state laws with respect to safety and health matters. Members of the bargaining unit are encouraged to report alleged violations of such State and Federal law to the safety and health committee and will not be retaliated against by the District for reporting any such concerns. A claim of retaliation under this section shall be subject to the grievance procedure but shall not be subject to the arbitration provision set for in Article 10, Section 10.2.6.
- 5.2 The District shall maintain a safety and health committee and an emergency preparedness committee. The exclusive representative shall have the right to appoint a total of four representatives from the bargaining unit to the safety and health committee and two representatives to the emergency preparedness committee. The safety and health committee and the emergency preparedness committee shall hold regular meetings and may issue such reports as deemed necessary by the respective committee.
- 5.3 The safety and health committee shall advise and recommend to the District improvements and/or maintenance of the safety and health conditions for members of the bargaining unit. The safety and health committee shall meet at least six times each year. Minutes of all meetings and reports issued from these committees shall be distributed to committee representatives and the CSEA President. In addition, a notebook of all such minutes and reports shall be maintained in the Office of the Risk Manager and shall be available for inspection to all who request to see them.
- 5.4 The District shall provide appropriate safety guidelines for those employees who handle toxic materials which are used on campus.
- 5.5 The District shall provide all necessary and appropriate training in order to meet and fulfill the requirements set forth by all applicable laws and shall provide employees with required safety equipment. CSEA acknowledges that attendance at any such training shall be mandatory for its members. In addition, the District shall provide training in safety and emergency response.
- 5.6 The District will conduct at least one evacuation drill each fiscal year. Such evacuation drill shall be conducted between the hours of 7 a.m. and 10 p.m. during the business work week (Monday through Friday.)
- 5.7 The parties agree that the safety and health committee is advisory in nature and may make recommendations to the appropriate district administrator regarding any unsafe practices which are identified by the safety and health committee. If, after safety and health committee review, the safety and health committee submits to the District

written concerns regarding safety or health issues, the District shall respond in writing within ten working days regarding the concerns of the committee.

- 5.8 Unit members who are members of the safety and health committee or the emergency preparedness committee shall be permitted to attend such committee meetings during their regular duty hours without loss of compensation. Unit members shall also be granted released time to prepare for safety and health or emergency preparedness committee meetings in accordance with Article 16.
- 5.9 If the District Superintendent/President or his/her designee orders the campus evacuated or any part thereof evacuated in response to an emergency, unit members shall not suffer a loss of pay during the period of such evacuation but shall remain available for immediate return to work after clearance for return to the work station for the remainder of their work shifts.

ARTICLE 6
TRANSFERS

6.1 General

6.1.1 When a vacant position is available and the District intends to fill the position, the District shall offer the opportunity for eligible employees to transfer to such positions. Transfers to fill the vacant positions shall be by one of the following two methods: (1) voluntary transfers, which are initiated at the request of the employee, and (2) administrative or involuntary transfers, which are initiated by the District. A position transfer is the placement of an employee into a vacant position within the employee's same classification which results in a change in department or supervisor. An employee may also be entitled to a lateral transfer as provided for under the provisions of Merit Rule 9.5.3. A lateral transfer as defined under Merit Rule 9.5.3 shall mean the reassignment of an employee to a position in a similar or related class with the same salary range and shall be administered by the Personnel Commission. Pursuant to the Education Code, the reemployment list takes precedence over all transfers.

6.1.2 The District shall have the sole authority to determine when and where there is a vacant position. All position transfer requests shall be submitted to by the Office of Human Resources to the Director of Classified Personnel for processing in accordance with the Merit Rules.

6.1.3 All vacancies shall be posted as set forth in the Merit Rules for not less than ten working days at all work locations prior to being filled. Notices of a vacancy shall be sent to all classified staff via email and a hard copy shall be posted at all posting locations.

6.1.4 Within five (5) work days of the beginning of the new assignment, the supervisor shall meet with the employee to review responsibilities, work assignments, expectations, any necessary training, and, if the assignment is temporary, the length of the assignment.

6.2 Position Transfers

6.2.1 Employees, except for probationary employees as defined in 6.2.2, may submit written requests to the Office of Human Resources, along with a copy to the Personnel Commission, for transfer to positions within their current classification at any time during the work year.

6.2.2 Probationary employees with six or less months of service in their classification are not eligible to be considered for voluntary transfer.

- 6.2.3 When a new position is created, or an existing position becomes vacant, the District shall first offer the opportunity to transfer to employees serving in the same class in the District.
- 6.2.4 Any employee on leave, vacation, or not on duty due to his/her work year assignment during the period of the posting shall be mailed a copy of the notice by first class US mail on the date the position is posted, provided that the employee notifies the Director of Classified Personnel of his/her interest in applying for the specified vacant positions prior to the commencement of the leave of absence.
- 6.2.5 An employee on leave shall have the right to have any other employee of the District file for transfer on his/her behalf during the employee's leave. If the employee is still on leave at the time of the selection process, the selection process shall not be delayed.
- 6.2.6 Transfer applicants will be interviewed by the immediate supervisor. The immediate supervisor may make his/her final appointment from among the transfer applicants with the concurrence of the Superintendent/President or designee. If there are three or more transfer applicants who have received an overall "Meets Standards" rating on their last two evaluations, the immediate supervisor shall select from among the transfer applicants; however, if the person selected withdraws the request for transfer, the immediate supervisor shall not be required to make an additional selection from the transfer list. The District shall not be required to hire from among such transfer applicants if the Vice President for Human Resources gives written notification to CSEA setting forth the reasons the District will not hire from the transfer list and will instead fill the position from a current eligibility list. In the event that a position is not filled by a transfer, the position shall be filled by an appointment from a current eligibility list.
- 6.2.7 Requests for withdrawal of transfer(s) may be submitted in writing at any time.

6.3 Administrative Transfers

- 6.3.1 Administrative transfers are at the discretion of the District and require approval by a Vice-President. The employee shall be notified of the transfer on a District approved form which shall document the Vice President's approval. An employee who is to be transferred may request a conference with and a written statement from the immediate supervisor regarding the reasons for the transfer. The District will work together with the Association to resolve problem situations.
- 6.3.2 An administrative transfer may be temporary or permanent.

- 6.3.3 An administrative transfer shall not affect the employee's placement on the salary schedule or cause any involuntary increase or reduction in hours.
- 6.4 Notice of Transfer
 - 6.4.1 The District's Office of Human Resources shall notify CSEA, in writing, within one (1) work day of the transfer of any bargaining unit employee.

ARTICLE 7
LEAVES OF ABSENCE

7.1 General Provisions

- 7.1.1 A leave of absence is an authorization for an employee to be absent from duty, generally for a specific period of time and for an approved purpose.
- 7.1.2 A leave protects the employee by holding a place for such employee in the District until the leave expires, with the right to return to the District in a position of the same status and rank at the conclusion of the leave, providing the position would have otherwise remained. In the case of a paid or unpaid leave of absence of six months or less, the District shall return the employee to his/her same position. In the case of a paid or unpaid leave of absence longer than six months, the District shall attempt to return the employee to a position of the same status in the employee's same classification, however, the assignment may be in a different department and/or location.
- 7.1.3 A condition of each leave of absence is that any required license or certificate held at the time the leave was granted, properly authorizing the service, must be maintained in full force by the employee.
- 7.1.4 Employees on a paid leave of absence, unless otherwise provided herein, shall receive wages and health and welfare coverage and retirement credits the same as if they were not on leave. Those who take an unpaid leave may be allowed to remain on continued coverage at their own expense pursuant to the terms of applicable health, dental and vision insurance plan, provided they make advance payment of the premium or as provided under Section 7.13.
- 7.1.5 Utilization of paid leave provisions under this article for whole or partial day(s) shall be deducted from an employee's leave entitlement whether or not a paid substitute was employed to replace the employee on leave.
- 7.1.6 It is agreed that an employee who is absent from work other than those days as authorized by state law or authorized leave provisions of this agreement is taking an unauthorized absence. The employer will deduct a salary amount equal to the employee's established daily rate for unauthorized absences, and the employee may be subject to disciplinary action.
- 7.1.7 Immediately upon return to work, the employee shall complete the appropriate District form verifying his or her absence and submit it to his/her immediate supervisor.

7.1.8 When the District has reason to believe that there has been an abuse of leave privileges, the District's Office of Human Resources may require the employee to verify an absence by requesting that the employee provide reasonable proof that the absence was for the type of leave claimed by the employee.

7.1.9 Employees shall notify their immediate supervisor or designee in advance of all absences in accord with the following requirements:

- a. For day shift employees, notification shall be provided at least 30 minutes prior to the commencement of the shift.
- b. For employees on the swing or graveyard shift, notification shall be provided two (2) hours prior to the commencement of the shift, unless the immediate supervisor notifies the employee that a later time for such notification is authorized.

Employees shall indicate the reasons for their absences and the intended day of their return to work.

7.1.10 If an employee has been notified that a substitute has been hired, the employee must notify his/her immediate supervisor or designee at least twenty-four (24) hours prior to his/her intended return to work in order for the District to make adequate preparation for release of an employee's substitute. An employee who fails to provide such notice of intention to return to duty before the specified time limits above may, at the District's discretion, not be permitted to return to duty that work day and may be charged with an additional day of absence.

7.2. Sick Leave

7.2.1 Sick leave shall be for illness and injury absences or for a legally established quarantine.

7.2.2 Employees who are employed for 40 hours per week for a complete fiscal year shall be entitled to 96 hours of leave of absence annually for illness or injury. Employees shall receive full pay for sick days thus allowed in any fiscal year, and the number of days not used shall accumulate from year to year. Every employee who works less than 40 hours per week and/or less than a complete fiscal year shall be entitled to sick leave in the same ratio that his/her employment bears to full time annual employment (40 hours per week for 12 full months). Credit for personal illness or injury leave, as provided for in this section, need not be accrued prior to taking such leave by the employee and such leave of absence may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six (6) days, or the proportionate amount to

which he/she may be entitled to under this section, until the first day of the calendar month after completion of the employee's probationary period.

- 7.2.3 Illness leave may be utilized for pregnancy, miscarriage, childbirth, or recovery therefrom as set forth 7.13.3. The date of commencement of absence from and return to duties because of pregnancy, miscarriage, childbirth, or recovery there from shall be determined by the employee and the employee's physician. The physician's verification for the commencement of absence from duties and resumption of duties shall be based on the employee's medically determined ability to perform assigned duties.
- 7.2.4 An employee who terminates employment prior to earning sick leave taken in advance of accrual shall have the appropriate amount deducted from his/her final warrant.
- 7.2.5 Sick leave shall not be transferable from one employee's accumulated balance to that of another employee's except as provided for under Section 7.14.
- 7.2.6 Any unused sick leave credit may be used by the employee for sick leave purposes, as defined, without loss of compensation. An employee may be eligible to receive State Disability Insurance benefits after five consecutive days of illness. It is the responsibility of the employee to apply to the appropriate state agency in order to receive such benefits. In the event that an employee has exhausted all accumulated sick leave credit, the District will apply accrued and unused vacation days to supplement the exhausted sick leave unless the employee provides written notice to the District not to do so. Because the District coordinates District leave benefits and State Disability Insurance benefits, an employee who receives State Disability Insurance benefit monies must remit all such monies to the District's Payroll Department as soon as possible after receipt from the State.

In addition to full-pay sick leave, employees who have completed their initial probationary period shall be entitled to a maximum of one hundred (100) days of sick leave per fiscal year at fifty percent (50%) of their salary. These days of additional sick leave are not carried into the next fiscal year and do not accumulate.

In order to qualify for 50% pay, an employee shall utilize available leaves in the following sequence:

- 7.2.6.1 all Industrial Accident or Illness Leave days, when applicable;
- 7.2.6.2 all remaining current year days credited for sick leave;

7.2.6.3 all accumulated sick leave.

7.2.7 In no event shall the use of 50% pay, when coordinated with Industrial Accident or Illness Leave days, and/or remaining sick leave days, exceed 112 days in any fiscal year. There is no limitation on the use of full pay sick leave that an employee has accumulated.

7.2.8 In the case of sick leave absence, the District reserves the right to require any reasonable proof verifying that the employee was entitled to sick leave for the days claimed. In the event that an employee will be absent for more than five (5) consecutive days, the employee must notify the District by no later than the fifth consecutive day of absence, of the expected duration of the absence, and verifying that such leave is for sick leave. In the event that an employee fails to so notify the District, the employee's absence shall be deemed to be an unauthorized leave pursuant to Article 7.1.6 of this agreement, until such time as the employee properly verifies her/his illness.

7.2.8.1 If requested to do so by the District, an employee who is returning to work and who has been absent five consecutive days or more, shall provide, at his/her expense, a statement from a medical doctor or licensed practitioner stating the reason for the absence and indicating an ability to return to his/her position classification without restrictions or detriment to the employee's physical and emotional well-being. In addition, the District may require the above statement for a period of absence of less than five days but in such case the District, rather than the employee, shall bear the cost of such examination. In the latter case, the employee shall have the option to choose either his/her own or the District's physician and the District shall provide release time for such purpose.

7.3 Bereavement Leave

7.3.1 Employees shall be allowed necessary leave of absence not to exceed three days, or five days if out-of-state travel is required, or more than 300 miles, because of the death of any member of the immediate family. No deduction shall be made from the salary of such employee, nor shall such leave be deducted from leave granted by other sections of the Education Code or provided by the District.

7.4 Industrial Accident and Illness Leave

7.4.1 Industrial accident and illness leave shall be granted to employees in accordance with provisions of California Education Code Section 88192,

for injury or illness incurred within the course and scope of the employee's assigned duties.

- 7.4.2 In order to qualify for industrial accident or illness leave coverage, an employee claiming such leave shall be subject to examination by a designated physician to verify his/her condition and to evaluate any claims.

A designated physician is defined as a physician or licensed practitioner the employee has selected in advance by notifying the College of his/her physician's name and address. The designated physician must have previously treated the employee and retained medical records and history of the employee.

If the employee had not previously notified the College of his/her designated physician, treatment will be determined by an employer-designated physician. However, after thirty (30) days treatment by the employer-designated physician, the employee may request treatment by his/her designated physician by making such request in writing to the employer's worker's compensation claims management firm.

- 7.4.3 An employee shall be permitted to return to work after an industrial accident or illness leave only upon presentation of a release from the treating designated physician, certifying the employee's ability to return to his/her position without restrictions and without detriment to his/her physical and emotional well-being or to the physical and emotional well-being of other employees. Such release from the treating physician shall be in a form satisfactory to the District.

- 7.4.4 An employee who has sustained a job-related injury or illness shall report the injury to his/her immediate supervisor on the District Accident Report form the same work day the injury or illness occurs, or not later than the next scheduled work day following the accident if such accident occurs after college hours, unless the employee's condition makes it physically impossible to do so.

- 7.4.5 Allowable leave shall be for not more than the equivalent of 60 working days in any one fiscal year for the same illness or accident. Allowable leave shall not be accumulated from year to year. If the same illness or injury extends into the next fiscal year, the employee shall be allowed to use only the amount of leave remaining from the previous fiscal year.

- 7.4.6 Industrial accident or illness leave shall commence on the first day of absence and shall be charged by one day for each day of authorized absence, regardless of a temporary disability indemnity award.

- 7.4.7 Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the District authorizes travel outside the State.
- 7.4.8 During any industrial paid leave of absence, the employee shall endorse to the District any temporary disability indemnity checks received because of the industrial accident or illness. The District, in turn, shall issue the employee appropriate salary warrants for payment of salary less normal deductions providing that the required accident report has been properly filed.
- 7.4.9 When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used, but if an employee is receiving Worker's Compensation, the individual shall be entitled to use only so much of his/her accumulated or available sick leave, accumulated compensating time, vacation, or other available leave which, when added to the Worker's Compensation award, provides for a full day's wage or salary.
- 7.4.10 Any employee receiving benefits under this industrial accident or injury section who has been medically released by the attending physician for return to duty, and who fails or refuses to accept an appropriate assignment, shall be deemed to have abandoned his/her position on the effective date of the assignment.
- 7.4.11 Any employee receiving benefits under this industrial accident or injury section who accepts other employment during the interim of this leave shall be deemed to have abandoned his/her position on the date of the acceptance of employment outside the District.

7.5 Personal Necessity Leave

- 7.5.1 Each year, up to eighty (80) hours of absence earned for sick leave under section 7.2 of this article may be used by the employee at his/her election in cases of personal necessity on the following basis:
 - 7.5.1.1 the death of a member of the employee's immediate family when additional leave is required beyond that provided in Section 7.3 of this article. "Member of the immediate family" shall be defined as those persons listed in Section 7.15.1.
 - 7.5.1.2 as a result of an accident or illness involving an employee's person or property or the person or property of his/her immediate family;
 - 7.5.1.3 when resulting from an appearance in any court or before any administrative tribunal as a litigant or party;

- 7.5.1.4 parental leave at the time of the birth or adoption of children;
- 7.5.1.5 routine doctor and dental appointments not necessitated by illness or injury.

7.5.2 Up to five (5) days (not to exceed forty (40) hours) total of personal necessity leave specified above may be used at the employee's election for any one or combination of the following:

- 7.5.2.1 to attend the funeral of a close friend or a member of the employee's family other than the immediate family;
- 7.5.2.2 grandparenting leave at the time of the birth or adoption of children;
- 7.5.2.3 observance of major religious holidays of the employee's faith; and
- 7.5.2.4 natural disasters such as earthquakes, fires or floods, which conditions make it impossible for the unit member to be present at his/her work station.
- 7.5.2.5 Participate in the activities of the school or child care facility (licensed day care and Kindergarten through 12th grade) of any child of which the employee is the parent, guardian or custodial grandparent.

7.5.3 Employees may submit additional requests for items of personal necessity other than those listed above to the Vice President of Human Resources or his/her designee. The Vice President of Human Resources or his/her designee, shall be the final authority in terms of the appropriateness of granting a personal necessity leave for any reason other than those listed above. On the day of return from a personal necessity leave an employee must complete the approved District form indicating the specific section of this Article for which the leave was taken.

7.6 Quarantines

7.6.1 Sick leave may be utilized for a legally established quarantine occasioned by an employee's own illness or of their immediate family.

7.7 Jury Duty Leave

7.7.1 An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The employer shall pay the

employee the difference, if any, between the amount received for jury duty and the employee's regular rate of pay. Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty. Any day that an employee in the bargaining unit is required to serve all or part of the day on jury duty, and when it is a day the employee would normally be required to work, the employee shall be relieved from work with full pay. An employee whose normal five-day workweek includes a Saturday and/or Sunday, shall upon request be temporarily reassigned to a Monday-Friday workweek if his or her jury service lasts more than three weeks. Such an employee may request a temporary reassignment to a Monday-Friday workweek if his or her jury service is to last less than three weeks; the decision to grant or deny the request shall be made by the employee's supervisor subject to review by the Vice President for Human Resources. At the conclusion of his or her jury service, the employee's schedule shall revert to the schedule in effect prior to such change in schedule. The employee's pay rate shall not be either increased or decreased on account of such schedule changes.

7.8 Subpoena as a Witness

- 7.8.1 An employee subpoenaed as a witness in a legal action which is not of his/her own contrivance or connivance, shall be allowed a paid absence from duty to appear as subpoenaed. However, the employee shall demand a witness fee and forward any witness fee received to the District.
- 7.8.2 Any employee subpoenaed by the exclusive representative in any Public Employment Relations Board hearing shall be charged personal necessity leave for such appearance.
- 7.8.3 Any employee subpoenaed by the District in any Public Employment Relations Board hearing shall be entitled to leave with pay and shall be reimbursed for mileage.
- 7.8.4 An employee subpoenaed to appear as a witness at a hearing before the Personnel Commission shall be allowed a paid absence from duty to appear as subpoenaed. In the event that the employee's appearance at the hearing requires the employee to stay beyond her/his work shift, the employee will be compensated for all additional time. If such hours are overtime, then the employee will receive overtime pay for any such hours.

7.9 Military Leave

- 7.9.1 An employee 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.

7.9.2 Any employee of the bargaining unit who is ordered into active military duty as set forth in Military and Veterans Code Section 389 through 399.5 shall continue to receive full pay from the District including health benefits for the tour of duty, not to exceed 18 months starting from the date in which the employee is called into activity military duty. Any employee who is called into active military duty shall immediately inform the District as to the beginning and end date of his or her service and shall provide the District with a copy of written orders.

7.9.3 An employee covered under the provisions of Section 7.8.2 above shall as a condition of continuing to receive their full District salary, provide the District with the specific amount of salary that he/she will earn from military duty. The amount of pay to be received from military duty shall be deducted from the amount normally paid to the employee as his/her regular salary. It is the intent of the Section to provide an employee called into active military duty no more than his or her regular salary taking into account any amount paid by the State or Federal Government as salary for military duty.

7.10 Child-Rearing Leave

7.10.1 A permanent employee, who is the natural or adoptive parent of a child, shall be entitled to an unpaid leave of absence for the purpose of rearing his/her child for a specified period immediately after convalescence from maternity or immediately after completion of appropriate adoption papers. Such leave shall be for a maximum period of nine (9) months and shall be granted upon giving the District at least four (4) weeks notice prior to the anticipated date on which the leave is to commence.

7.10.2 An employee may request up to twelve (12) additional months of child-rearing leave to be granted at the discretion of the District.

7.11 Unpaid Personal Leave of Absence

7.11.1 The District may, in its sole discretion, grant a leave of absence without pay to permanent employees.

7.11.2 Leave of absence must, except under extenuating circumstances as approved by the District, be requested in writing 30 days prior to the date the leave is to commence. An employee on unpaid leave of absence for personal reasons may continue to participate in the health and welfare benefits at his/her option. If an employee on leave elects to continue in the health and welfare program, he/she must pay the full premium for such participation.

7.11.3 The Superintendent/President or his/her designee may, in his/her sole discretion, approve short term personal leave of up to 30 days to any permanent unit member to meet emergency situations which arise out of circumstances which are unpredictable and unavoidable.

7.12 Retraining and Study Leave

7.12.1 The Board of Trustees may grant an unpaid retraining or study leave to any member of the bargaining unit for a period not to exceed one (1) year for the purposes of participating in an identified course of study and/or retraining program which has a direct relationship to either the employee's current or prospective District position. The employee shall apply in accord with District established procedures and shall enumerate the plan of study or retraining program

7.12.2 Such leave of absence may be taken in separate six (6) months segments or in any other appropriate segment, rather than for a continuous period, provided separate segments of leave shall be commenced and completed in a three (3) year period. Any period of service between periods of leave shall comprise a part of the service required for a subsequent leave of absence for study or retraining.

7.12.3 Such leave of absence shall not be granted to an individual who has not served at least three (3) years of satisfactory service preceding the granting of the leave or since the prior leave and no more than one such leave shall be granted in any three (3)-year period.

7.12.4 An employee granted such leave shall not earn vacation pay, sick leave, holiday or other benefits provided under this agreement but the employee may participate in the health benefit programs of the District, provided that the employee provides reimbursement of any District expense in accordance with procedures as established by the District.

7.13 Break in Service

7.13.1 No absence under any paid leave provisions of this article shall be considered as a break in service for any employee who is in paid status and all benefits accruing under the provisions of this agreement shall continue to accrue under such absence.

7.13.2 Approved absences under unpaid leave provisions of this article shall not constitute a break in service, but time absent on unpaid leave status shall not be credited as time worked for the purposes of accruing seniority or longevity if taken pursuant to Sections 7.10, 7.11 or 7.12.

7.14 Family, Medical, and Pregnancy Leave

- 7.14.1 The District shall provide employees with family, medical, and pregnancy leave and related benefits as required by all applicable law, including the Family and Medical Leave Act (FMLA), California Family Rights Act (CFRA), and California Pregnancy Disability Leave Law (PDLL).

Under FMLA and CFRA, the leave that an employee is entitled to may be up to 12 workweeks in a “rolling” 12-month period measured backward from the date an employee uses any FMLA/CFRA leave. Under PDLL, the leave that an employee is entitled to may be up to 4 months per pregnancy. Employees should communicate with the District’s Office of Human Resources to obtain more information about their rights under all applicable leave laws, including FMLA, CFRA, and PDLL.

Health and welfare benefits shall be maintained when an employee is on leave that is designated as FMLA, CFRA and/or PDLL leave.

Any employee requesting leave for his or her own serious illness, injury, and/or disability under FMLA, CFRA and/or PDLL shall be required to use all accumulated sick leave. The District will then apply accrued and unused vacation days, unless the employee provides written notice to the District not to do so. Then, the District will apply difference pay if applicable under Article 7.2.6.

If an employee requests leave for any other purpose under FMLA and/or CFRA, the employee shall be required to use ten (10) days of personal necessity leave per year. The District will then apply accrued and unused vacation days, unless the employee provides written notice to the District not to do so.

Sick leave, vacation leave, difference pay leave, personal necessity leave, and comptime used by an employee runs concurrently with any FMLA and/or CFRA and/or PDLL leave that is applicable during the use of such leaves.

- 7.14.2 To the extent that the foregoing provisions are inconsistent with federal or state law applicable to the District, employees will be provided with leaves required by the federal or state law.

7.15 Catastrophic Illness Leave/Injury Leave Donation

The purpose of this plan is to ensure that an employee with a catastrophic illness or injury continues to receive medical benefits during the recovery period and continues to receive his/her regular salary to the extent possible. This will be accomplished

through the establishment of a program for leave donations which may be made to a specific individual or to a District-wide leave bank.

Catastrophic Illness or injury is defined as one that is expected to incapacitate the employee for an extended period of time, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off. Examples include, but are not limited to, life threatening injury or illness; cancer; AIDS; heart surgery; stroke; etc.

7.15.1 Leave Bank

- a. Any employee may donate accumulated leave but **MUST** retain no fewer than twenty (20) days or 160 hours of sick leave in his/her personal account. An employee who is retiring or terminating and wishes to donate unused sick leave may do so with no limitation; 50% of their donation will be credited to the leave bank.
- b. Accumulated vacation days/hours may be donated with no restriction.
- c. All donated days/hours are irrevocable.
- d. Unused donated days will revert to the Leave Bank for use by other catastrophically ill or injured employees who request and are approved to use days/hours from the bank.
- e. Donated sick leave or vacation days/hours are credited and charged on the basis of day-for-day regardless of the classification and/or salary of either the donee or the donor.
- f. Leave may be donated either to an individual account or to the District wide leave bank at the option of the donee.

7.15.2 Employee Eligibility

- a. The employee must be/expected to be incapacitated or absent for an extended period of time no fewer than 30 consecutive calendar days.
- b. The employee or authorized designee must submit a letter to the Vice President of Human Resources requesting either a call for specific donations or donations from the District leave bank.

- c. The employee must submit medical verification which is subject to verification by the District. The District may require additional medical verification from a physician selected by the District and at the expense of the District. The employee or his or her authorized representative must sign appropriate authorization to allow the Catastrophic Injury/Illness Committee to review all necessary documentation. In the absence of an authorized representative, the spouse or domestic partner may sign the authorization.
- d. Employees must use all accumulated/advanced sick leave plus all accrued vacation prior to using any donated leave. Once an employee starts using any donated leave, the employee shall use any leave credits that he or she continues to accrue on a monthly basis prior to using additional donated leave.
- e. All donated leave must be used within a 12-month period after the donation and may be used only for the specified catastrophic illness or injury. Leave days will be placed in a special donated account for up to one year. If the employee returns to work and has a reoccurrence of the same or related catastrophic illness or injury, after using any accumulated/advanced sick days, previously donated days may be used.
- f. In unusual circumstances, the Catastrophic Illness/Injury Committee may consider and approve a request to extend the period of use of donated days for a period of up to one additional year.
- g. *NOT COVERED:* Stress related illness; elective surgery, normal pregnancy, workers compensation claims, disabilities resulting from alcoholism or drug addictions, intentionally self inflicted injuries, or normal illness such as recurring colds, flu, allergies, headaches, etc.
- h. Any employee who has omitted relevant or provided falsified information on his/her medical history or other medical documentation may be denied access to the benefits of this plan.

7.15.3 Catastrophic Illness/Injury Committee

- a. A joint district catastrophic illness/injury committee will oversee the implementation of this plan. This committee will be chaired by the Vice President of Human Resources.

- b. The committee will be comprised of one (1) representative appointed by the Faculty Association, CSEA and Management respectively. In addition, either the Faculty Coordinator for Health Services or the Director of Health Services will serve as an advisor to the committee. In the event the committee is unable to reach a decision regarding eligibility for donated leave the District will obtain an advisory opinion from an appropriate physician and provide the committee with that information. In the event the committee is still unable to reach a decision the Vice President of Human Resources will make the final decision.

7.15.4 Miscellaneous

- a. Participation in this plan is voluntary on behalf of the donor(s) and the donee.
- b. Amendments/modifications to the plan shall be mutually agreed to by the Faculty Association, CSEA, Management and the Board of Trustees.
- c. The Catastrophic Illness/Injury committee will meet to determine forms and procedures for implementation and appropriate participation by part-time faculty who accumulate sick leave.
- d. The provisions of this section shall be subject to the grievance procedure steps up to but not including arbitration.

7.16 Definitions

7.16.1 “Immediate family” means the spouse, domestic partner, mother, father, step parent, grandmother, grandfather, grandchild, son, son-in-law, daughter, daughter-in-law, brother, sister, foster child or adopted child, either of the employee or of the spouse or of the domestic partner of the employee.

7.16.2 The “domestic partner” relationship shall be defined as two adults who have chosen to share their lives in a committed relationship of mutual caring, who live together in the same residence and who have agreed to be jointly responsible for basic living expenses incurred during the domestic partnership.

Domestic partners must meet the following conditions:

- a. Must be an adult

- b. Must reside at the same address
- c. Must be limited to one domestic partner at any point in time
- d. Must meet any two of the following conditions:
 - 1. hold a joint mortgage or lease
 - 2. designate a partner as the beneficiary of life insurance or retirement benefits
 - 3. designate a partner as primary beneficiary in a will
 - 4. assign a health care power of attorney to the partner
 - 5. jointly own a bank account or credit account
 - 6. jointly own a car

ARTICLE 8
HOLIDAYS

8.1 Regularly and Additionally Scheduled Holidays

8.1.1 Subject to the limitations of this article, the District agrees to grant bargaining unit employees the following holidays:

New Year's Day
Martin Luther King Day
*Lincoln's Day
Washington's Day
**Cesar Chavez Day
Memorial Day
Juneteenth Day
Independence Day
Labor Day
***Admissions Day
*Veterans' Day
Thanksgiving Day
Christmas Day
*See 8.1.3

** The District shall provide one additional paid holiday to be called "Cesar Chavez Day". The date of the holiday shall be Monday of the District's Spring Break. For eleven (11) month employees who were employed by the District on or before Cesar Chavez Day (March 31), the holiday shall be taken as a floating holiday between January 1st and June 30th of each year, with the exact date to be scheduled by mutual agreement between each 11-month employee and his or her immediate supervisor. If the employee and immediate supervisor cannot schedule the floating holiday by mutual agreement, the Vice President for Human Resources shall, after consulting with both the employee and the immediate supervisor, schedule the substitute holiday which shall provide the employee with three continuous days off. In the event the employee has taken the floating holiday prior to March 31st and separates from District employment prior to March 31st, the holiday pay shall be deducted from the employee's final paycheck.

*** Admissions Day shall be observed the day after Thanksgiving.

8.1.2 In addition to the regularly scheduled holidays granted in Section 8.1.1 of this article, the District agrees that District offices shall be closed and employees shall not be required to work during the last five weekdays in December which are not otherwise a holiday. Employees shall suffer no loss in pay as a result of not working during this time period. Any employee who does work during this time period shall be entitled to holiday pay as set forth in Section 8.3.

8.1.3 The District reserves the right to designate other days during the year as holidays to which classified employees are entitled, in lieu of the holidays marked with an asterisk (*) in Section 8.1.1, provided that such designated in lieu days will provide for at least a three day weekend. The holidays, as designated by the District, may be different days for different employees or groups of employees.

8.2 Holiday Eligibility

8.2.1 Members of the bargaining unit shall be entitled to the holidays specified in Sections 8.1 and 8.2 of this article, provided they are in a paid status during any portion of the working day immediately preceding or succeeding those holidays.

8.2.2 A holiday which falls within an employee's approved vacation period will not be charged as vacation.

8.2.3 All employees who are not normally required to perform services during any District-calendar student recess period will be paid for the designated holidays which fall within those periods if they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

8.3 Holiday Pay

8.3.1 Pay for bargaining unit employees who work on holidays shall be one and one-half times the regular rate of pay times the number of hours worked, plus the regular rate of pay for the holiday.

8.3.2 Compensatory time off may be requested by the employee and may be granted by the District in lieu of pay for any overtime work.

8.3.3 When either overtime or call-back time, as defined in Articles 3.3 or 3.5, is required by the District on a holiday, pay allowances shall be made at the rate of one and one-half times the regular rate of pay times the number of hours worked, plus the unit member's regular rate of pay.

8.3.4 Holiday pay or provisions, where applicable, for regular part-time employees in the bargaining unit, shall be supplied in the ratio of the number of hours his/her regular assignment bears to an eight-hour work day and to 12 months per year.

8.3.5 Whenever a Night Shift 2 custodian is scheduled to work on the day before a holiday, the employee's hours on the day preceding the holiday shall commence at the same hour as their normal Friday work schedule

(5:00 p.m. to 1:30 a.m.). Such employee shall be entitled to the remainder of the holiday off and shall not be scheduled to return to work until the regular starting time of their next regular work day. Any hours worked as part of the employee's normal shift that extend into the holiday shall be compensated at regular time. This Section 8.3.5 applies only to Night Shift 2 custodians and all other employees who work any hours on a holiday are entitled to holiday pay as set forth in Section 8.3.1.

8.4 Holidays on Saturday and Sunday

8.4.1 If a holiday listed in 8.1.1 above falls on a Sunday, the following Monday is to be observed as the holiday. If a holiday listed in 8.1.1 falls on a Saturday, the preceding Friday is to be observed as the holiday.

8.5 Holidays and Alternative Work Weeks

8.5.1 When an employee's work schedule requires a work week other than the regular work week defined in Article 3.1.1 (40 hours in five (5) consecutive work days, Monday through Friday) and a holiday falls outside such work week, the employee shall have the option to be granted either a substitute holiday equal in length to a regularly assigned work day or payment for the holiday in an amount equal to a regularly assigned work day (9 hours for someone on a 9/80 work schedule; 10 hours for someone on a 4/10 work schedule; 12 hours for someone on a 3/12 work schedule; and for part-time employees, the length of the substitute holiday shall be determined in accordance with Section 8.3.4). If the District elects to grant a substitute holiday and the employee and immediate supervisor cannot schedule the substitute holiday by mutual agreement, the Vice President for Human Resources shall, after consulting with both the employee and the immediate supervisor, schedule the substitute holiday which shall provide the employee with three continuous days off.

ARTICLE 9
VACATION

9.1 Ratio for Earning Vacation

9.1.1 After six (6) months of continuous employment, employees shall be allowed vacation figured from the date of employment with the District at the rate of:

9.1.1.1 Eight (8) hours per month of employment through three years;

9.1.1.2 Ten (10) hours per month of employment from four through seven years;

9.1.1.3 Thirteen (13) hours per month of employment from eight through eleven years;

9.1.1.4 Fifteen (15) hours per month of employment from the twelfth through fourteenth years, and;

9.1.1.5 Sixteen (16) hours per month of employment beginning with the fifteen year and continuing each year thereafter.

9.1.2 Employees shall earn an additional four (4) hours for each quarter (January-March, April-June, July-September, October-December) that they did not use more than eight hours leave time authorized by Article 7. This provision shall not apply to any employee who was not in paid status for the entire quarter. Vacation earned pursuant to this provision shall be added to the employee's vacation balance within 60 days of the end of each quarter.

9.1.3 Employees working part-time shall receive a pro-ration of vacation equal to their percentage of full-time employment.

9.2 Vacation Procedures

9.2.1 Classified employees may take vacation days only after securing advance approval from their immediate supervisor except as required in 7.2.6 and 7.14.2d. All vacation requests, including all scheduling of vacation as set forth in this Article, shall be submitted on the standardized District form prepared and authorized by the Office of Human Resources. Every attempt will be made to give the employee the vacation dates of their choosing.

9.2.2 Less than 12 Month Assignment:
Classified employees employed on a less-than-12-month basis will normally take all or part of their vacation period at winter and spring

recess, unless otherwise scheduled by mutual agreement between the supervisor and employee. Winter recess is defined as any work day between the last day of Fall semester finals and the first day of classes of Winter intercession. If the employee has accrued vacation days in excess of the winter/spring recess, the vacation days accrued, but not used, shall be paid at the conclusion of the fiscal year unless an exception has been granted by the Vice President of Human Resources.

9.2.3 Probationary Employees:

Probationary employees who have been with the District less than six (6) months may be required, at the discretion of their immediate supervisor, to take their vacation at winter and spring recess, even though they may be short of having earned the number of days used in those periods.

9.2.4 Persons separating from the classified service prior to the completion of the six (6) months of continuous employment shall receive no vacation credit. Those who have been allowed or required to take vacation days will have that vacation pay deducted from their final check.

9.2.5 Permanent employees shall receive payment for the unused portion of their earned vacation upon separation from the service.

9.2.6 12 Month Employees:

Twelve (12) month employees shall take their vacation within the year it is earned. In order to ensure that employees are able to use their vacation in the year in which it is earned, the following procedures will be followed in departments where there is more than one employee:

Step 1: Scheduling of Vacation: By June 1 and November 1 of each year of the contract, employees may, using the standardized form authorized by the Office of Human Resources, submit to their immediate supervisors a vacation schedule for the ensuing 12 months.

Step 2: Approval of Vacation Plan: By June 15 (for requests submitted during the June 1 window) and November 15 (for requests submitted during the November 1 window) of each year of the contract, upon receipt of a timely vacation schedule as set forth in Step 1, the immediate supervisor shall either confirm, or reject the submitted vacation plan. Requests shall be approved, provided the employee has paid vacation leave available and the requested days do not fall within block out periods established by the department. In the event that two or more employees request vacation for the same period of time and all requests cannot be accepted, the employee with the greatest district seniority shall be scheduled for vacation. Requests

approved in the previous window (June or Nov.) shall not be subject to seniority bumping by requests submitted in subsequent windows. After requests in either window have been approved, all subsequent requests prior to the next window and any requested changes into an already approved vacation schedule will be handled in the order they are received. If the manager fails to respond to a vacation request by the timeline set forth above or if the request is for a change in an employee's vacation schedule and the manager fails to respond to the vacation request within 15 days, the vacation request shall be deemed approved.

Step 3: Changes to Vacation Schedule: An employee may request a modification to his or her approved vacation plan. The District may either grant or deny the requested change. The reason(s) for the denial shall be provided to the employee in writing. The District shall grant a request for modification to mutually agreed upon dates when the vacation plans change based on events outside the control of the employee.

Step 4: Mid Year Check on Vacation Schedules: Between January 1 and February 1 of each year of this agreement, 12 month employees shall meet with their immediate supervisor to discuss their vacation plan. In the event that an employee has not scheduled all of his/her earnable vacation for the particular year, the employee and the supervisor shall mutually schedule any remaining days.

9.2.7 Carry Over of Unused Vacation Days: Earned vacation days may be carried over to be used in the next fiscal year as follows:

- a. An employee may elect to carry over up to ten (10) days of vacation provided that as of the end of a fiscal year the employee's accumulated vacation balance does not exceed ten (10) days.
- b. An employee may carry over any vacation days in a fiscal year which an employee is prohibited from taking;
- c. By mutual agreement between the District and the employee, any unused days not provided for above may be carried over into the next fiscal year for use. Any request to carry over any such unused vacation days will be submitted to the Office of Human Resources. The Vice President of Human Resources, or his or her designee, will respond to any such request within fifteen (15) working days of the receipt of a request by either approving or disapproving the request. If the Vice President of Human Resources, or his or her designee, does

not respond to the request within fifteen (15) working days, it shall be deemed approved.

- 9.2.8 Authorized holidays occurring during the vacation period will be counted as holidays and not vacation time.
 - 9.2.9 The minimum time which can be taken against vacation time is one hour of a day. Any period less than that must be treated as leave time under other provisions of this agreement.
 - 9.2.10 Permanent classified employees may interrupt vacation leave in order to begin another type of paid leave such as sick leave, bereavement leave, or personal necessity leave without a return to active service, provided they give adequate and timely notice furnishing relevant supporting verification to the employee's supervisor.
 - 9.2.11 No classified employee shall be required to take more vacation days than were earned during the fiscal year.
- 9.3 Vacations may not be scheduled during block out days. Vacation block out days shall be based on projects and work load and shall apply to all District employees in that work unit or group. Any department that has vacation block out days shall publish a fiscal year calendar of vacation block out days by May 1 of each year.
- 9.4. Except as otherwise provided in this Article, the District shall not buy back accrued vacation time from any bargaining unit member except pursuant to a Memorandum of Understanding between the District and CSEA. In the event the District buys back accrued vacation from any non-bargaining unit member(s), the same dollar amount of such buyout(s) shall be made available to CSEA to buyback vacation time of bargaining unit members; any such buyback shall be allocated pursuant to a Memorandum of Understanding between CSEA and the District.

ARTICLE 10
GRIEVANCE PROCEDURE

10.1 Definitions

10.1.1 A “grievance” is defined as, and limited to, a statement by a grievant that the District has violated an express term of this agreement and that, by reason of such violation, his/her rights have been adversely affected. Excluded from these procedures are matters so indicated elsewhere in this Agreement.

10.1.2 A “grievant” is an employee or group of employees in the bargaining unit and/or the Association on its own behalf or on the behalf of its members. The grievant may represent him/herself in the grievance procedure or elect to be accompanied by representatives of his/her own choosing, whether or not such persons are employees of the District. The representatives may help present the grievance orally or in writing or serve as an advisor to the grievant.

10.1.3 A “work day” is a day in which the central administrative offices of the District are open for business.

10.1.4 Immediate supervisor is the District designee not in the bargaining unit having immediate jurisdiction over the grievant.

10.2 Steps of Grievance

10.2.1 There shall be an earnest effort on the part of both parties to settle grievances promptly through the steps listed below.

10.2.2 Required Informal Discussion:

Prior to filing a formal grievance, a grievant shall attempt to resolve the dispute by presenting the grievance orally to the immediate supervisor and discuss the grievance issue and proposed resolution with him/her.

10.2.3 Step 1: If the grievance is not settled in the informal discussion, the grievance shall be set forth on the appropriate form in writing and filed with the employee’s immediate supervisor. In all events, Step 1 shall be commenced no later than thirty (30) work days after the grievant knew, or reasonably should have known, of the events giving rise to the grievance. At the request of either the grievant or the employee’s immediate supervisor, a meeting shall be arranged to review and discuss the grievance. The grievant shall make himself/herself available for such a meeting. The employee’s immediate supervisor will give a written reply to the grievant by the end of the tenth work day following the submission of the grievance and the giving of such reply will terminate Step 1.

- 10.2.4 Step 2: If the grievance is not settled at Step 1 (See 10.2.4), the grievant may file a written appeal with the Vice President, Human Resources. Upon mutual agreement of the District and the Association, Step 1 may be skipped and the grievance appealed directly to Step 2. The appeal shall be accompanied by all written statements submitted in Step 1; the decision rendered at such step, and shall contain a written statement indicating reasons for his/her appeal and supporting documents. This appeal must be filed with the Vice President, Human Resources or his/her designee within ten (10) work days after the termination of Step 1, and if requested by either party, a meeting shall be arranged to review and discuss the grievance. Prior to the meeting, the parties shall indicate who they intend to bring to the meeting to allow the other party to suggest additional participants with relevant information necessary to achieve a resolution. Each party shall use its best efforts to have present at the meeting all individuals with relevant information necessary to achieve a resolution. A decision shall be rendered by the Vice President, Human Resources or his/her designee within twenty (20) work days after filing of the appeal. The rendering of such decision will terminate Step 2.
- 10.2.5 Step 3: If the grievance is not settled at Step 2 (See 10.2.5), the Association may file a written notification within 10 (ten) work days after termination of Step 2, with the Vice President, Human Resources submitting the grievance to arbitration. The appeal shall be accompanied by all statements submitted at prior levels, the decision rendered at each Step, and shall contain a written statement indicating reasons for the appeal.

Within 5 (five) work days after the District receives written notification of the Association's desire to arbitrate, the parties shall discuss whether they are willing to participate in voluntary mediation before a mutually agreed-upon mediator and upon such terms and conditions that they agree upon. In the event the parties agree to mediation, the selection of the arbitrator shall be held in abeyance until the conclusion of the mediation process. Either party can terminate the mediation process at any time by giving written notice to the other party.

Within 15 (fifteen) work days after the District receives written notification of the Association's desire to arbitrate, the parties shall agree upon an arbitrator. If no agreement is otherwise reached, the parties shall request seven names from the California State Conciliation Service and shall, by alternate striking of names, select an arbitrator. The arbitrator shall be bound by the arbitration standards enumerated below.

10.2.6 Arbitration Standards

The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of this Agreement as complained of by the grievant. The decision of the arbitrator shall be based solely upon the evidence and arguments presented her/him by the respective parties in the presence of each other, and upon post-hearing briefs of the parties. However, the arbitrator may also make judicial notice of a matter of fact or law that is authorized for judicial notice by the statutory or decisional law of the State of California or of the United States.

This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and the arbitrator in the same manner as any other contract under the laws of the State of California. The function and purpose of the arbitrator is to determine disputed interpretation of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall, therefore, not have authority, nor shall he/she consider it his or her function to decide any issue not properly before him/her or to interpret or apply the Agreement so as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. Past practice of the parties may be presented and considered as relevant evidence in interpreting or applying terms of this Agreement. The arbitrator shall not render any decision or award, or fail to render any decision or award, merely because in his/her opinion such decision or award is fair or equitable. No decision or award rendered by the arbitrator shall be retroactive beyond the beginning of the period specified in Step One of the grievance procedure set forth in this Article or the occurrence of the act or omission of an act giving rise to the grievance.

10.2.7 The decision of the arbitrator shall be binding on the parties.

10.2.8 All costs of the services of the arbitrator including but not limited to, per diem expenses, travel expenses and subsistence expenses, shall be borne equally by the Association and the District. All other costs will be borne by the party incurring them.

10.3 General Provisions

10.3.1 If a grievance is not processed by the employee in accordance with the time limits set forth in this article, it shall be considered settled on the basis of the decision last made by the District. If the District fails to respond to the grievance in a timely manner at any Step, the grievant may proceed to the next Step. However, the time limits hereunder may be lengthened, shortened or waived, in any particular case but only by mutual written agreement.

- 10.3.2 The grievant shall be entitled, upon request, to representation by the Association as specified in 10.1.2 of this Article. In situations where the Association has not been invited to represent the employee, the decision shall not be final until the Association has received a copy and has had five work days to respond to the proposed resolution of the grievance.
- 10.3.3 The respondent, in all cases, shall be the District itself, rather than any individual. The filing or pendency of grievances shall not delay or interfere with implementation of any District action during the processing thereof.
- 10.3.4 The grievant and/or his/her representative shall be provided release time without loss of compensation for the purpose of grievance conferences or hearings. Release time shall not be provided for a grievance investigation and/or preparation, however, the Association may use released time available under Article 15.12 for this purpose. The parties agree that this shall constitute a “reasonable period of release time and a reasonable number of representatives” within the meaning of Government Code, Section 3543.1(c).
- 10.3.5 In order to encourage a professional and harmonious disposition of individual grievances, it is agreed that from the time a grievance is filed until the conclusion of all grievance proceedings, neither the grievant, nor the Association, nor the District shall make public either the grievance or evidence regarding the grievance.
- 10.3.6 The District records dealing with the filing and processing of a grievance shall be maintained separately from the grievant’s personnel file. Access to a grievant’s files shall be limited to the grievant, District personnel representatives who have a legitimate need to have such access and the Association representative with proper written authorization.
- 10.3.7 No reprisals of any kind shall be taken by the Superintendent/President or any member or representative of the administration or the Board against the grievant or any representative of the grievant by reason of his/her bringing a grievance or participating in a grievance, nor shall any reprisals of any kind be taken by the Association or any members or representatives of the Association against either the grievant, the District, or any District employee in the grievance procedure by reasons of such participation or decision.
- 10.3.8 The District shall provide a grievance form for use by district employees which shall be agreed to by the District and the Association. The written form shall include the following information to be provided by the grievant:
- (a) a full statement of the facts surrounding the grievance and detailing the specific provisions of this agreement alleged to have been violated;
 - (b) a statement as to the remedy or relief requested by the grievant;

- (c) as an attachment, any documents in the possession of the grievant which are relevant to the disposition of the grievance;
- (d) an identification of all witnesses whom the grievant believes have information relevant;
- (e) a box indicating the grievant's right to waive or request an official meeting at each Step of the grievance;
- (f) signature of the grievant and date signed.

10.3.9 During the processing of any of the formal steps of the grievance, neither the grievant nor the representative of the District may be accompanied or represented by more than a total of two persons unless otherwise mutually agreed. Either party may have an additional person present whose sole function is to take notes and who shall not participate in the discussion.

10.3.10 If an employee believes a District manager or supervisor systematically and persistently badgers, upbraids, or threatens an employee, the employee shall within fifteen (15) work days from the most recent instance of such conduct have the right to file in writing with the Vice President of Human Resources, a claim of harassment using a District approved form. Such written statements shall include specific instances including dates and times of the action(s) that are alleged to be harassment. Upon receipt of such a claim, the Vice President of Human Resources shall investigate or have investigated the claims of the employee. If deemed appropriate, the investigator shall meet with the employee regarding the employee's claims. The Vice President of Human Resources, shall, after such review, provide a written response within fifteen (15) work days after completing the investigation of the employee's claim, and such response shall be final and binding and not subject to the grievance procedure.

This procedure of resolution of harassment complaints is not to be utilized as a substitute for the procedure of federal or state law or District policy or regulation(s) to handle claims of sexual or discriminatory harassment.

ARTICLE 11
WAGES

11.1 Application of Salary Schedule

11.1.1 Effective July 1, 2021, the classified salary schedule shall be increased by a percentage equal to 7.5%.

11.1.2 Effective July 1, 2022, the salary schedules shall be increased by 2.5%.

11.1.3 On July 1, 2023, the salary schedules shall be increased by 75% of the actually-received COLA in the adopted budget. In the consideration of the acceptance of this salary, within 60 days of ratification of this Agreement each unit member employed at the time of ratification shall receive an additional off-schedule payment for the 2022-23 fiscal year of \$3,000.00; part-time unit member shall receive a proportionate payment based on the ratio of the number of hours their regular assignment bears to an eight-hour work day.

11.1.4 The District and CSEA agree that this unit shall receive the benefit of any of the following which the District grants to, or unilaterally implements upon, any other bargaining unit or unrepresented group (Academic Administrators, Classified Managers, and Confidential Employees) on a group-wide basis during the duration of the contract: (a) more favorable Cost of Living Increase, (b) more favorable Across-the-Board Increase in Salary Step Schedules or Across-the-Board Bonuses, (c) reduction of work hours for any classified employee without equivalent reduction in salary/wages, (d) improved health and welfare, or (e) early retirement incentive program. For purposes of this paragraph, “group-wide basis” means more than 25% of the bargaining unit or unrepresented group. This section does not prohibit the District from increasing the salary of any academic administrator or classified manager in order to maintain an appropriate range separation between their salary and those they supervise. The determination of whether a bargaining unit has been granted a benefit not granted to CSEA shall be ascertained based on comparing the average percentage increase for CSEA members with the average percentage increase given the other bargaining group. CSEA understands and agrees that a me-too clause will not apply for the 2022-2023 contract year only up to the combined on-schedule increases provided in 11.1.1 and 11.1.2.

11.1.6 **Minimum Starting Range**

No classification shall have a range of less than Range 14. Ranges 6 through 13 shall be eliminated. The elimination of these ranges shall not affect the range placement of any employee in Range 14 or above, except for necessary adjustments agreed to between the parties. This section does not prohibit the District from increasing the salary of any classified

employees in order to maintain an appropriate range separation.

11.1.7 **Minimum Wage**

Beginning July 1, 2022, if any step falls below the City of Santa Monica Liveable Wage Ordinance minimum wage (set at \$18.17 for July 1, 2022 to June 30, 2023), the District shall increase the step to such minimum wage amount. Such adjustment to the step shall not affect the steps of any other ranges and shall not result in the realignment of any other ranges or steps.

11.2 Initial Placement

11.2.1 All new employees shall be appointed at the hiring rate for the class as approved by the District. The hiring rate shall be the first step of the schedule. A hiring step higher than the first step may be set in accordance with the Merit Rules, which shall be applied fairly and consistently. The District, in consultation with CSEA, shall develop a form to document the granting or denial of a request for advanced salary placement. The form shall be filed in a central location and available for inspection by CSEA. The decision to grant or deny advanced salary placement rests with the Personnel Commission and shall not be subject to grievance procedure in Article 10 and shall be subject to the grievance procedure in Chapter XVI of the Merit Rules.

11.2.2 District job announcements shall contain in bold print a statement indicating employees may be granted advance placement on the salary schedule.

11.3 Step Advancement

11.3.1 Upon entering employment on Step A, each regular classified employee, after satisfactory completion of the probationary period in a permanent position, shall advance to the next step on the appropriate range of the salary schedule. Thereafter, he/she shall advance one step on the salary schedule upon completion of each year of continuous and satisfactory service until the maximum salary is reached.

11.3.2 Upon entering employment on Step B or higher, each regular classified employee shall advance to the next step on the appropriate range of the salary schedule after the completion of one year of satisfactory service, and in one year increments thereafter, until the maximum salary is reached.

11.3.3 Salary advancement shall be computed only on the first of each calendar month. When an anniversary date falls on or before the 15th of the month,

the increment shall be figured on the first of the month. When the anniversary date falls after the 15th of the month, the increment shall be figured the first of the following month.

11.4 Salary on Promotion

11.4.1 When an employee is promoted to a position in a higher salary range, he/she shall receive the next higher dollar amount above his/her present rate of pay, but not less than the minimum of the new salary range. If that amount is less than a one-step (5%) increase, the employee shall be placed at the next higher step over that authorized above, up to the highest step in the range.

11.4.2 An employee promoted shall advance one step after satisfactory completion of a six-month probationary period. Thereafter, he/she shall receive regular annual salary increments in accordance with 11.3.

11.5 Shift Differential Pay and Special Assignments

11.5.1 When an employee is assigned to a regular position requiring four hours or more of service prior to 8:00 a.m. or four hours or more of service after 5:00 p.m., he/she shall be paid at a rate 5% higher than the rate for daytime employees in that class.

11.5.2 When an employee is assigned to a regular position requiring four hours or more of service between 12:00 midnight and 7:00 a.m., he/she shall be paid at a rate 10% higher than the rate for daytime employees in that class.

11.5.3 Employees assigned to night work on a continuous basis, who are ordered to temporary daytime work, shall suffer no reduction in compensation by reason of the change. On the 21st working day, the employee shall revert to the daytime rate.

11.5.4 When an employee in the bargaining unit is assigned to a regular position with a split-shift schedule which requires one or more unpaid periods where total unpaid time exceeds three (3) hours per day, the employee shall receive a pay differential of an additional two-range increase (5%) above his/her regular rate on the salary schedule. The split shift differential shall not be paid to an employee receiving differentials as stated in 11.5.1 and 11.5.2.

11.5.5 The District may establish a regular work week with the five consecutive work days including Saturday and Sunday employment. However, if the District establishes such a regular work week, the employee shall receive a

5% salary differential when requested to work a week other than Monday through Friday. This shall be in addition to any Shift Differential provided for in 11.5.1 or 11.5.2. The differential under this paragraph is only required if the employee has a work day that begins on either a Saturday or Sunday or if an employee's work shift starts on Friday and extends more than four hours into Saturday. Employees shall be selected on a voluntary basis by seniority first and, if there are insufficient volunteers, then the District may assign employees in reverse order of District seniority.

- 11.5.6 Employees assigned to a variable hours schedule shall be paid at a rate 5% higher than employees in the same class assigned to a regular work week. Such employees may have their work schedule modified at any time depending on the needs of the department as set forth in Article 3.1.3. A variable hours assignment is determined by the overall nature and function of the position and is dependent upon conditions that by nature change on a regular basis.

11.6 Longevity Increments

- 11.6.1 Each regular classified employee shall receive a two-range increase (5%) upon completion of five (5) years of satisfactory and continuous service. This increase will become effective at the beginning of the sixth year.
- 11.6.2 Each regular classified employee shall receive an additional two-range increase (5%) upon completion of ten (10) years of satisfactory and continuous service. This increase will become effective at the beginning of the eleventh year.
- 11.6.3 Each regular classified employee shall receive an additional two-range increase (5%) upon completion of fifteen (15) years of satisfactory and continuous service. This increase will become effective at the beginning of the sixteenth year.
- 11.6.4. Each regular classified employee shall receive an additional two-range increase (5%) upon completion of twenty (20) years of satisfactory and continuous service. This increase shall become effective at the beginning of the twenty-first year.
- 11.6.5 Each regular classified employee shall receive an additional two-range increase (5%) upon completion of twenty-five (25) years of satisfactory and continuous service. This increase will become effective at the beginning of the twenty-sixth year.
- 11.6.6 Each regular classified employee shall receive an additional two-range increase (5%) upon completion of thirty (30) years of satisfactory and continuous service. This increase will become effective at the beginning of the thirty-first year.
- 11.6.7 Each regular classified employee shall receive an additional two-range increase (5%) upon completion of thirty-five (35) years of satisfactory and continuous service. This increase will become effective at the beginning of the thirty-sixth year.
- 11.6.8 Each regular classified employee shall receive an additional two-range increase (5%) upon completion of forty (40) years of satisfactory and continuous service. This increase will become effective at the beginning of the forty-first year.

11.7 Work out of Classification

- 11.7.1 Definition:
When an employee is required by the District to perform duties assigned to a classification at a higher salary range than that assigned to his/her

current classification for a period of more than five (5) working days within a fifteen-calendar day period, the employee's salary shall be adjusted upward to the extent of the assumption of higher level duties for the entire period he/she is required to work out of classification. Working out of classification assignment shall not exceed a period of ninety (90) working days per fiscal year and no more than ninety (90) days in any one hundred eighty (180) day period.

11.7.2 Vacancy Opportunity

When the District decides to fill a vacant position, the District may consider an existing employee for a temporary working out of the class opportunity before filling the position with an outside candidate. For purposes of this section, a vacant position is any existing position where there is no incumbent.

11.7.3 Process:

All requests for working out of classification pay shall be submitted to the Personnel Commission with a copy to the Office of Human Resources. Within thirty (30) working days from receipt of a request for working out of classification pay, the Personnel Commission will notify the employee and the District of the status of the request or whether the request has been granted or denied. In the event the Personnel Commission denies a request for working out of classification pay, the Personnel Commission will provide the employee with the reason(s) for the denial.

11.7.4 Compensation:

- a. In the event that an employee is assigned duties at a higher classification as defined above and those duties make up at least fifty percent (50%) of the employee's daily assignments, the employee's salary shall be adjusted as set forth in Section 11.4.1.
- b. If those duties make up less than fifty percent (50%) of the employee's daily assignment, the District shall pay the employee equal to one half (1/2) of the stipend that would have been paid under paragraph "a" above.

11.8 Miscellaneous Provisions

11.8.1 Any employee in the bargaining unit who is required by his/her supervisor to use his/her vehicle for college business shall be reimbursed at the same rate paid to other District employees and approved by the District Board.

11.8.2 Any District employee required to wear a uniform shall be reimbursed for the cost of the uniform and maintenance of the uniform.

- 11.8.3 Cost of uniform cleaning for parking enforcement officers and campus safety officers will be pro-rated at the rate of \$75.00 per month and paid as part of the monthly payroll.
- 11.8.4 The District agrees to provide the full cost of any medical, psychological, or psychiatric examination required by the District. However, if reimbursement is available to the employees under provisions of the health benefits plan, the District shall not be obligated for any payment covered by the health plan.
- 11.8.5 The District agrees to provide liability insurance as required by the California Education Code.
- 11.8.6 The District and the Association will consult prior to substantial changes to the classified parking at the College. The annual parking rate for parking permits for unit members shall be \$140.00. To the extent allowed by law, the District will make available payroll deductions at pre-tax dollars to employees who purchase SMC staff parking permits.
- 11.8.7 The District will provide tools and equipment to employees necessary to perform assigned responsibilities as determined by the District. Such tools and equipment are the property of the District.
- 11.8.8 Should the District require use of any equipment or gear to insure the safety of the employee or others, the District agrees to furnish such equipment or gear. The District shall also provide rain gear to those employees who are required to work outdoors in inclement weather.
- 11.8.9 Should the District require any employee to wear a nametag, the employee shall be provided with the nametag without cost. The District shall provide up to two replacement badges per calendar year in the event the employee certifies that they lost or misplaced the badge. In the event the employee loses the replacement badges during a calendar year, the employee shall pay for the replacement badge at its actual cost of production. During the term of this agreement, the District agrees that the replacement cost shall not exceed \$10.00.

11.9 Special Skills Differential Pay

- 11.9.1 An employee assigned to a regular position designated by the District requiring the use of stenography who meets the proficiency standards required by the District, shall receive a pay differential of an additional two-range increase (5%) above his/her regular rate on the salary schedule.

- 11.9.2 An employee assigned to a regular position designated by the District requiring bilingual or multi-lingual skills consisting of speaking and interpreting one or more foreign languages who meets the proficiency standards required by the District, shall receive a pay differential of \$35 above his/her regular monthly rate on the salary schedule.
- 11.9.3 An employee assigned to a regular position designated by the District as requiring bilingual or multi-lingual skills consisting of speaking, reading and writing one or more foreign languages who meets the proficiency standards required by the District, shall receive a pay differential of \$45 above his/her regular monthly rate on the salary schedule.
- 11.9.4 The special skills differential shall be pro-rated for part time employees according to the number of hours per week of the regular assignment.

11.10 Educational Pay Differential

11.10.1 General Policy: In order to encourage active participation on the part of the permanent classified employees of the District in upgrading their skills, knowledge, and abilities through continued education, the District will provide an educational pay differential for successful completion of approved educational training as specified in 11.10.2 through 11.10.3. The educational training must directly relate to the employee's job duties as described in the job specification except for the educational training for degrees listed in Article 11.10.3.1 through 11.10.3.3.

11.10.2 Requirements

11.10.2.1 In order to be approved for an educational pay differential (1), the employee must have a satisfactory evaluation; (2) at least one-half of the educational training must be completed during the current employment of the employee and must be above and beyond the certificate, degree, or license requirement(s) which are all or part of the training and experience of the employee's present position; (3) the certificate or degree must be granted by an institution approved by a recognized accrediting agency; and (4) the professional license must be granted by an authorized licensing board of the State of California.

11.10.2.2 Employees will receive one educational pay differential based on the completion of the most recent certificate, degree or license held as of October 1, 1984. The educational pay differential shall be pro-rated for part-time employees according to the number of hours per week of their regular assignment.

- 11.10.2.3 No employee shall retain an awarded educational pay differential as specified in 11.10.2 through 11.10.3 upon a change of position to a non-related job classification, except for differentials awarded for degrees listed in 11.10.3.1 through 11.10.3.3.
- 11.10.2.4 Upon receipt of a degree, certificate or license, the employee must submit a request accompanied by an official transcript or license to the District's Office of Human Resources for approval and verification. The Office of Human Resources shall approve or deny the request within 60 days of request. If approved, the educational pay differentials shall be effective commencing within 30 days of the date of approval.
- 11.10.2.5 If the request is denied, a joint committee shall be appointed upon the employee's request to review whether an employee's degree, certificate, or license is directly related to the employee's job description. The decision of this committee is final and cannot be appealed through the grievance procedure. The committee shall consist of four persons, each serving a minimum of two-year terms: two persons appointed by the Association and two persons appointed by the Vice President, Human Resources. The Director of Classified Personnel shall serve as the advisor and shall schedule meetings.

11.10.3 Degrees, Certificates, Licenses

- 11.10.3.1 Associate of Arts/Science Degree
Each permanent employee shall receive a 2.5% differential above his/her regular rate of pay on the salary schedule upon receipt of an Associate of Arts/Science degree.
- 11.10.3.2 Bachelor of Arts/Science Degree
Each permanent employee shall receive a 2.5% differential above his/her regular rate of pay on the salary schedule upon receipt of a Bachelor of Arts/Science degree.
- 11.10.3.3 Master of Arts/Science Degree
Each permanent employee shall receive a 2.5% differential above his/her regular rate of pay on the salary schedule upon receipt of a Master of Arts/ Science degree.
- 11.10.3.4 Educational Certificate
Each permanent employee shall receive a .75% differential above his/her regular rate of pay on the salary schedule upon

receipt of a certificate of completion of a certificate program requiring a minimum of 20 semester units or 30 quarter units in a job-related field. Certificates which re-quire less than 20 semester or 30 quarter units shall be reimbursed on a pro-rata basis. The differential pay for an educational certificate shall terminate upon receipt of a degree with a major in the same field.

11.10.3.5 Professional License

Each permanent employee shall receive a 1.5% differential above his/her regular rate of pay on the salary schedule upon receipt of a professional license requiring a minimum of 60 hours of training or experience in a job related field. Professional licenses which require less than 60 hours of training or experience shall be reimbursed on a pro-rata basis.

11.10.3.6 An employee may receive an educational pay differential for no more than one Associate of Arts or Science degree, no more than one Bachelor of Arts/Science degree, or no more than one Master of Arts/Science degree.

11.10.3.7 An employee may receive educational pay differentials for no more than a combination of any two of the following: educational certificates, professional licenses, or degrees.

11.11 Classes, Conferences and Workshops Reimbursement

11.11.1 In accord with the following provisions, permanent employees in the bargaining unit may apply for and receive reimbursement of tuition, registration, cost of books or materials, and related transportation for classes, conferences or workshops taken during the employee's non-work hours. This provision is in addition to AB1725 funds.

11.11.2 General Provisions

All classes, conferences, or workshops for which an employee may be reimbursed, shall be directly related to the employee's current classification or an approved classification within the same job family of the employee's current classification or an approved classification for which an apprentice position exists. Reimbursement shall be limited to a maximum of \$1,500.00 (including transportation) per employee in one fiscal year. The transportation component of any reimbursement shall not exceed \$250.00 and must be for transportation to classes, conferences, or workshops held outside the District boundaries. Mileage shall be reimbursed at the standard District reimbursement rate and included in the maximum \$250.00 transportation reimbursement.

11.11.3 Eligibility

In order to be eligible for reimbursement, the employee must have been an employee of the District for not less than one year. An employee under disciplinary or an overall work improvement notice may apply if the request is directly related to the stated job improvements cited in the notice.

11.11.4 Approval

To receive reimbursement, an employee must receive the approval of his/her immediate supervisor, and department/division head. In the event the request is denied, the Vice President for Human Resources shall make a final decision on the request. To receive approval for reimbursement prior to commencement of the class, conference, or workshop, the application must be made at least three weeks prior to its commencement. An employee may apply for reimbursement without having secured advance approval if the application is made within three weeks after completion of the class, conference, or workshop.

11.11.5 Maximum Costs of Provision

The District shall separately budget \$30,000 for each fiscal year for purposes of reimbursement under this Section.

11.12 Professional Development.

The District shall provide \$15,000 in each fiscal year during the term of the contract for professional development of classified employees. The professional development fund shall be administered by a Joint Committee consisting of three representatives appointed by the District and three representatives appointed by CSEA. Any funds left unused in any fiscal year shall roll over for use in the following fiscal year. The Committee's objective shall be to plan a series of professional development programs so that all classified employees have the opportunity to participate in professional development. A less-than-12 month employee scheduled to be in unpaid status on an Institutional Flex Day may swap one work day from their regular work period with the Flex Day. The work day that is swapped shall be agreed upon between the employee and his or her supervisor.

To support the work of the Committee, the District may assign classified employees to provide training across departments for a specified term. The employees so assigned shall receive a 5% increase during the term of the assignment.

Employees shall be provided with eight (8) hours of release time, per fiscal year, to attend a professional development program that was planned by the Committee or offered by the District so that all employees have the opportunity to further advance their career and technical skills.

11.13 Santa Monica College Courses.

The District will waive tuition for unit members taking classes at SMC and will provide unit members with required instructional books and similar materials (but not equipment such as computers, cameras, and musical instruments) for such classes in an amount not to exceed \$25,000 during the term of the Agreement.

11.14 Employee Recognition.

In collaboration with CSEA, the District shall recognize classified employees during Classified School Employee Week (Education Code Section 88270). An amount of at least \$5,000 shall be allocated for this purpose annually.

11.15 Employee Orientation.

The District shall continue its new employee orientation program. CSEA shall be provided an opportunity to present at the orientation.

11.16 Salary for Conferences and Workshops

11.16.1 Conferences Request by the Employee for Professional Development and Not Mandated by the District: The District will pay the employee at his or her regular rate of pay for any work hours missed as a result of attending the conference. The District will not pay for any hours spent travelling to the conference outside of normal work hours and will not pay for any conference time outside of normal work hours. For example, an employee who works Monday through Friday and requests to attend a Sunday through Tuesday conference, would be paid for the hours missed on Monday and Tuesday.

11.16.2 Conferences Required to be Attended by the District:

The District will pay the employee at his or her regular rate of pay for any work hours missed as a result of attending the conference. The District does not require an employee to spend more than their normal work hours attending conference sessions in any one day and overtime will not be paid for conference time on a regular work day.

If the full-time employee is required to attend a conference on a day other than their normal work days, the District will pay up to eight hours per day of overtime to the extent the total number of hours worked requires overtime compensation under this Article.

The District must approve a travel schedule for the employee in advance. If travel is required during times other than the employee's regular work hours, the District will pay overtime for such travel time to extent the hours spent traveling require overtime compensation under this Article.

Prior to attending any conference, the District shall complete a form indicating whether or not the conference is mandated.

11.16 Salary on Reclassification

When an employee is reclassified to a classification with either a higher or lower salary range, the employee shall be placed on the new salary range at the employee's current salary step.

11.17 Salary on Demotion

When an employee is demoted to a lower classification, the employee will be placed on the lower salary range at the employee's current salary step. In the event that an employee voluntarily accepts a demotion, except in lieu of layoff, the employee's salary schedule placement shall be y-rated until such time as the annual y-rated salary

of the employee is equal to or lower than the employee's placement at the appropriate range and step assigned to the employee's actual classification.

11.18 Error in Salary

Subject to the time limits set forth in Merit Rule 12.2.3(B), whenever it is determined by the District that an error has been made in the calculation or reporting in any bargaining unit employee's salary, the District shall, within five (5) working days following such determination, correct the error and provide the employee with a supplemental pay warrant for any amount owed to the employee or make equitable arrangement for repayment where the employee has been overpaid.

Any time the District corrects an error that has been made in the calculation or reporting in any bargaining unit employee's salary, the District shall notify CSEA within five (5) working days of such correction.

ARTICLE 12
HEALTH AND WELFARE BENEFITS

- 12.1 The District shall provide group medical insurance, dental insurance, and vision coverage for employees as described in this article.
- 12.2 Basic Medical Plan
Effective August 1, 1997, the District shall contribute \$276.02 tenthly toward payment of the premium of a medical plan selected by the full time employee. The medical plan chosen shall be one of those offered by PERS under the Public Employees Medical and Hospital Care Act. This basic contribution by the District shall be increased August 1st each year by five percent (5%) of the previous year's premium for Kaiser Medical Plan two party coverage.
- 12.3 Supplemental Benefits Plan
Effective January 1, 1993, the District shall provide as a supplemental benefit plan for full time employees an amount equal to the difference between the basic medical plan and the total cost of a medical, dental, and vision insurance care plan selected by the employee for the employee and his/her dependents. In light of CSEA's agreement to receive less than full COLA during the term of this Agreement, there shall be no health premium contribution by unit members during this term of this Agreement.
- 12.4 Employees who work five (5) days per week, seven (7) to eight (8) hours a day, 35 (thirty-five) to 40 (forty) hours per week, and who are employed for either the college or academic year, or for ten or more months per year, shall be considered full time employees for the purpose of this article.
- 12.5 Employees who work less than 35 (thirty-five) hours per week, but 20 (twenty) or more hours per week, shall receive a pro-rata share of the amounts which are authorized for a full time employee if they elect to be enrolled in a health, vision, and dental care plan. The pro-ration shall be based on a 40 (forty) hour week. If, however, the employee elects to enroll only in a vision and dental care plan, the District shall pay the full cost of the plan.
- 12.5.1 Unit member employees who were hired for four hours or more prior to September 19, 1977, and have been continuously employed, shall receive benefits in an amount equal to the seven-and eight-hour unit members.
- 12.5.2 Unit members who are not scheduled to work during the winter session will be required to make personal payment to the college for the voluntary deductions; i.e., life insurance, association dues, et cetera and any pro-rata share of their health, dental and vision care plans. The college will continue to pay its pro-rata share during this interim period.
- 12.6 Employees who work less than 20 hours per week shall not be eligible for benefits enumerated in this article.

- 12.7 Bargaining unit members will be permitted to participate in IRS Code Section 125 plans beginning on or before October 1, 1993.
- 12.8 State Disability Insurance (SDI)
- 12.8.1 The District agrees that all unit employees shall be enrolled in the Disability Insurance Program for public school employees administered by the Employment Development Department of the State of California and that all premium costs of this program shall be borne by the employees through individual payroll deductions. In the event that legislation is passed requiring an employer contribution to this fund, the parties shall request to re-negotiate this section within 30 (thirty) working days of the passage of such legislation. Unit employees' participation in the program will be terminated as permitted by law if no agreement is reached within 60 days of the commencement of the negotiations.
- 12.8.2 The Association agrees that the Disability Insurance Program is administered by the Employment Development Department of the State of California and that all decisions and rules with respect to eligibility, premium costs, qualifications for benefits, level of benefits, and the administration of the program is the responsibility of the Employment Development Department. Accordingly, it is expressly understood that all such matters, as well as any other questions or issues relating to Disability Insurance or the Employment Development Department are excluded from the grievance and arbitration provisions of Article 10 (Grievance Procedure).
- 12.9 Bargaining unit members who retire or have retired from the District will be eligible to be covered under the Basic PERS medical plan for retirees. In order to be eligible for this benefit, the employee must have retired at or after age of fifty (50) years and have at least ten (10) years of paid service with the District immediately prior to retirement. The District shall provide retirees with the District's Basic Medical Plan (see section 12.2) converted to a 12-month basis.
- 12.9.1 Bargaining unit members who retire on or after December 1, 2012, and who are eligible to purchase or receive Medicare will receive the following benefit. The District will pay the full cost of the premium for dental and vision care insurance plans selected by the retiree for the retiree and his/her eligible dependents. The dental and vision care insurance offered to retirees shall be the same as those offered to active employee.
- 12.10 The District shall provide supplemental health and welfare benefits for retired employees of the District in accordance with the following:

- 12.10.1 Supplemental benefits shall be limited to health, dental and the vision insurance plan for the employee and dependents. Dependents shall be as defined by the carrier. The benefit carriers for retired persons shall be the same as those provided to active employees.
 - 12.10.2 Supplemental benefits shall not be provided unless the employee retires at age 55 or thereafter, and the employee has provided at least ten consecutive years of service to the District immediately preceding retirement.
 - 12.10.3 As an early retirement benefit, employees who retire at or after the age of 55 years, and have at least ten (10) years of paid service with the District immediately prior to retirement may receive the supplementary benefit plan as stated above in section 12.3 until the retiree reaches his/her 65th birthday. For employees who retire prior to January 1, 2012, the District will continue to provide payment for PERSCare insurance plan for any retiree who had such coverage in effect in 2011. For employees who retire on or after January 1, 2012, there shall be no premium contribution for those eligible for the supplemental benefit plan during the term of this Agreement.
- 12.11 The District agrees to the creation of a Joint Management/Labor committee, to be known as the Benefits Committee, composed of three management representatives, three California School Employees Association representatives, and three Santa Monica College Faculty Association representatives. At the request of any one of the three parties represented, a meeting may be called to discuss health and welfare benefits as stated in Article 12. The committee may make recommendations for cost efficient improvement to the benefits for District employees.
- 12.12 All permanent employees assigned to a work schedule of at least twenty (20) hours per week shall be provided a fifty thousand dollar (\$50,000.00) term life insurance policy. The District shall pay the cost of such a life insurance policy for all eligible employees while they are employed by the District. This benefit shall cease once an employee separates from employment with the District.
- 12.12.1 A District-wide committee shall be formed to review proposals from life insurance companies. CSEA shall have the right to appoint employees to this committee. The District reserves the right to make final selection of the life insurance company to provide this life insurance benefit.
- 12.13 Any unit member eligible to receive benefits enumerated in this article who can provide proof that he or she has health benefits through a non-District health insurance plan may elect to decline coverage by the District. Any full-time employee who declines coverage by the District shall be paid \$2,000 per year; any part-time employee who declines coverage by the District shall be paid a pro-rated amount calculated as set forth in Section 12.5. This money may be used for any purpose and

will be taxable to the employee. This money will be paid one-half at the end of each semester in a lump sum payment. Once District health benefits are declined, no change may be made during the benefit year. Any person who declines coverage must renew that declination each year during the open enrollment period and provide proof of continuing health coverage.

- 12.14 On or about January 1, 2012, the District shall establish a Health Reimbursement Arrangement Plan with the following terms: (a) one-time funding of \$1,000.00 for unit members who have a health care plan other than PERSCare on December 31, 2011; (b) one-time funding of \$2,000.00 for unit members who have PERSCare Single Coverage plan on December 31, 2011; (c) one-time funding of \$3,000.00 for unit members who have PERSCare 2-Party Coverage plan on December 31, 2011; and (d) one-time funding of \$4,000.00 for unit members who have PERSCare Family Coverage plan on December 31, 2011. Part-time employees shall receive pro-rated payment of the applicable benefit equal to the percentage of the part-time employees fulltime equivalency.
- 12.15 The Classified Employee Welfare fund previously established on or about July 1, 2012, is hereby terminated and all District obligations to make reimbursements from such fund shall cease effective July 1, 2019. The fund shall be liquidated as follows: The fund balance of \$456,710 shall be equally distributed to all unit members with an assignment of at least 20 hours per week as a one-time bonus in accordance with Section 11.1.1.
- 12.16 The District and CSEA agree that this unit shall receive the benefit of any more favorable Health Benefits Plan which the District grants to, or unilaterally implements upon, any other bargaining unit or unrepresented group (Classified Managers and Academic Administrators) on a group-wide basis on or after the date of this contract. For purposes of this paragraph, a Health Benefits Plan is more favorable if changes in the plan result in the District spending more on a per employee basis than the plan enjoyed by CSEA. The cost of the plan shall include any Health Reimbursement Arrangement.

ARTICLE 13
DISCIPLINARY ACTION

13.1 General Provisions:

- 13.1.1 A permanent bargaining unit employee shall be subject to disciplinary action only for cause as prescribed by law or as set forth below under Section 13.2, Causes for Disciplinary Action. For purposes of this article, disciplinary action shall mean an unpaid suspension not to exceed thirty (30) working days, demotion, or dismissal.
- 13.1.2 No disciplinary action shall be taken against any permanent bargaining unit employee for any cause which arose prior to the date in which the employee became permanent, nor for any cause which arose more than two (2) years preceding the date of the filing a Notice of Disciplinary Action, unless such cause was concealed or not disclosed by the employee when it could reasonably be assumed that the employee should have disclosed the facts to the District.
- 13.1.3 Probationary employees may be released at any time during the term of their probationary period without cause and shall not be entitled to any of the procedures in this article or to any appeal of any action by the Board of Trustees to release them.
- 13.1.4 Only a Vice President or higher shall place a bargaining unit member on paid administrative leave pending an investigation that may lead to discipline.
- 13.1.5 Employees retain the right to representation at any level of the discipline process.

13.2 Causes for Disciplinary Action:

- 13.2.1 Performance-Related Causes
 - a. Incompetence, below standard work performance, a pattern of inefficiency or continued negligence in the performance of the duties of her/his position.
 - b. Repeated or unexcused tardiness or absence after warning.
 - c. Persistent discourteous conduct toward other employees, students, or the public.
 - d. Repeated or unexcused absences, after warning.

- e. Persistent violation or refusal to obey District safety rules or other procedures made applicable to the District by the Board or any appropriate state or federal agency.
- f. Willful or persistent violation of these rules or adopted and implemented procedures of a department when such procedures are made known to the employee in writing.

13.2.2 Misconduct-Related Causes

- a. Insubordination, including, but not limited to refusal to do reasonably assigned work or any other serious breach of discipline. (The refusal to follow an unlawful order or directive does not constitute insubordination.)
- b. Dishonesty when it undermines the trust and confidence required in an employment relationship.
- c. Offensive or abusive conduct toward other employees, students, or the public.
- d. Misuse, theft, destruction or mishandling of District property, or property of employees or students of the District.
- e. Offering anything of value, or offering any service in exchange for special treatment in connection with the employee's job or employment, or accepting of anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.
- f. Unauthorized possession of opened alcoholic beverage containers or drinking alcoholic beverages or being intoxicated while on the job.
- g. Unauthorized possession of unlawful drugs, or being under the influence of drugs not prescribed by a physician, while on the job.
- h. Engaging in political activities during assigned hours of employment.
- i. Immoral conduct.
- j. Conviction of a crime of violence or moral turpitude or a serious crime where the nature of the crime is such that it will indicate that the employee is a poor employment risk for the particular job which he/she holds in the District.
- k. Conviction of a sex offense as defined in the Education Code Section 87010. Note: an employee convicted of a sex offense as defined in the Education Code shall be dismissed.

- l. Conviction of a narcotics offense as defined in the Education Code Section 87011. Note: an employee convicted of a narcotics offense as defined in the Education Code shall be dismissed.
- m. Knowingly falsifying any information supplied to the District including but not limited to information supplied on application forms, employment records, and other records.
- n. Any willful failure of good conduct tending to injure the public service or its reputation with particular regards to students.
- o. Abandonment of position, which shall be interpreted to mean an absence without continued notification in excess of five (5) working days except in case of dire emergency.
- p. Advocacy of the overthrow of federal, state, or local government by force, violence, or other unlawful means.
- q. Failure to report for review of criminal records or for a health examination after due notice.
- r. Sexual harassment of any student, employee, member of the Board of Trustees, or any member of the public while on any of the District campuses or facilities as prohibited in Board Policy 4112.2.

13.3 Notice of Disciplinary Action

An employee recommended for disciplinary action shall be served with a notice of recommended disciplinary action which shall, in ordinary and concise language, set forth the following information:

- a. A statement of the nature of the disciplinary action being recommended (e.g., suspension without pay, demotion, dismissal).
- b. The specific causes and charges for disciplinary action.
- c. A statement of the specific acts or omissions on which the causes are based. If a violation of a rule, policy, or regulation of the District is alleged, the rule, policy or regulation shall also be stated.
- d. Information about the employee's right to present information relative to the causes and charges for disciplinary action at a Pre-Disciplinary Conference (commonly called a "Skelly review meeting"), which shall take place not less than five (5) working days after receipt of the notice.
- e. The date, time, and place of the Skelly review meeting.
- f. The employee's right to contact CSEA concerning representation and to be accompanied by a representative of the employee's choice.

13.4 Disciplinary Procedure

- 13.4.1 At the Skelly review meeting, the employee shall be provided an opportunity to respond to the notice to the Superintendent/President or designee. An employee shall have the right to representation at any such meeting. At the conclusion of the Skelly review meeting, the Skelly Review Officer shall forward his or her recommendation to the Superintendent/President.
- 13.4.2 After the employee has had an opportunity to respond to the notice of recommended disciplinary action or has not requested such an opportunity to respond, the Superintendent/President shall determine whether to proceed with the recommendation for disciplinary action. In the event that the Superintendent/President determines to recommend disciplinary action, such recommendation shall be submitted to the Board of Trustees.
- 13.4.3 The Board of Trustees may either accept, modify or reject the recommendation for disciplinary action. In the event that the Board of Trustees takes action to impose discipline, such disciplinary action shall be implemented on the day following the Board of Trustees' action.
- 13.4.4 No disciplinary action shall be implemented prior to action by the Board of Trustees. However, the District may initiate an immediate suspension without pay pending final disciplinary action by the Board of Trustees when reasonable cause exists to believe the suspension is to protect the best interest of the District. In the event the District immediately suspends an employee without pay, the District shall provide the employee with a notice of disciplinary action within one (1) day after the unpaid suspension. An employee shall have the right to respond to the immediate unpaid suspension and to the notice of disciplinary action as set forth in Section 13.4 above.

13.5 Progressive Steps in the Discipline Process

13.5.1 Discipline for Performance-Related Causes

In connection with discipline for the Performance-Related Causes set forth in Section 13.2.1 above, progressive steps shall be used to assist the employee and give the employee an opportunity to improve and correct any conduct or performance that negatively affects his or her job performance. Progressive steps may be repeated as deemed appropriate by the District.

Prior to disciplining an employee for the Performance-Related Causes set forth in Section 13.2.1 above, the District shall, at a minimum, have provided the employee with a Conference Memorandum and a Written Reprimand.

A supervisor shall meet with an employee to discuss any concerns about the employee's conduct or performance. The meeting shall be documented with a Conference Memorandum. The Conference Memorandum should be prepared after the meeting and summarize the discussion which took place at the meeting. A copy of the Conference Memorandum shall be given to the employee within 10 working days of the conference and the original retained by the supervisor. The employee may submit a written response to the Conference Memorandum within 10 work days of receipt. On request, the supervisor shall acknowledge receipt of the response. The Conference Memorandum shall not be placed in the employee's personnel file except as provided below.

A Written Reprimand will not be given to an employee unless he or she has been given a Conference Memorandum relating to the subject matter of the Written Reprimand within the previous 12 months and given a chance to improve his conduct or work behavior. A copy of the Conference Memorandum, and any reply, shall be attached to the Written Reprimand.

Following the issuance of a Written Reprimand, the supervisor shall meet with the employee and with input from the employee develop a written Performance Improvement Plan which will set specific recommendations for improved performance and specific time periods for that improvement. The supervisor shall review with the employee any assistance the supervisor might be able to provide the employee. The Performance Improvement Plan shall include any assistance the supervisor will provide the employee. Upon completion, the Performance Improvement Plan shall be forwarded to the Office of Human Resources and attached to the Written Reprimand.

13.5.2 Discipline for Misconduct-Related Causes

The procedures set forth in Section 13.5.1 do not need to be followed for discipline related to the Misconduct-Related Causes set forth in Section 13.2.2 above. In connection with the Misconduct-Related Causes, the District may take action appropriate to the misconduct, which may range from an oral warning to dismissal depending on the severity of the misconduct. The District may use the steps set forth in Section 13.5.1 for such misconduct as it deems appropriate.

- 13.6 In imposing discipline under this Article, the District shall not rely upon any written reprimand, any document memorializing an oral reprimand or warning or any formal complaint against the unit member which is not contained in the unit member's personnel file.

ARTICLE 14
PERSONNEL FILES

- 14.1 A unit member shall have the right to examine all materials contained in his/her personnel file.
- 14.2 A unit member shall have the right to receive a copy of any document the employee is required to sign whether or not the document is intended to be placed in the employee's personnel file.
- 14.3 Information of a derogatory nature shall not be entered into a unit member's personnel file unless and until the unit member is given notice and an opportunity to review and comment on that information. The unit member shall have the right to enter, and have attached to any derogatory statement, his or her own comments.
- 14.4 The review shall take place during normal business hours, at a time convenient to the District. A unit member wishing to review his or her file shall first request an appointment with the Human Resources Department for this purpose. The unit member shall also request release time from his or her supervisor. Provided the unit member shall have complied with the provisions of this Article, the unit member shall be released from duty to inspect his or her personnel file without salary reduction. The unit member may choose to be accompanied by a representative of his or her choice.
- 14.5 Nothing in this section shall entitle a unit member to review ratings, reports or records that (A) were obtained prior to the employment of the unit member, (B) were prepared by identifiable examination committee members, or (C) were obtained in connection with a promotional examination.
- 14.6 Each personnel file shall contain a log of persons who have examined the personnel file, except for routine Human Resource Office transactions. The log shall contain the date the file was accessed and the name of the person accessing the file.
- 14.7 Information that the District has determined to be false or inaccurate shall be removed from the employee's personnel file.
- 14.8 This Article is intended to be declaratory of the existing provisions under Education Code Section 87031 as it now exists, or as it may be amended by the Legislature.

ARTICLE 15
LAYOFF AND REEMPLOYMENT

15.1 Layoff

15.1.1 Bargaining unit employees shall be subject to layoff for lack of work and/or lack of funds. Whenever a bargaining unit employee is laid off, the order of layoff within the classification shall be determined by seniority. Seniority shall be defined as the length of service which a permanent classified employee has served in a classification plus higher classes. Length of service for purposes of this article shall begin on the employee's first day of paid status in a classification. The following shall be subtracted from length of service:

- (a) Any break in service. The time period that a less than 12 month employee is not scheduled to work does not constitute a break in service.
- (b) Any leave set forth in Section 7.9.
- (c) Any unpaid personal leave of absence under Section 7.10, except that any unpaid period that is less than a work day shall not be subtracted.
- (d) Any leave set forth in Section 7.11.
- (e) Any unpaid suspension.

Any seniority list approved by the Personnel Commission prior to the approval of this Agreement shall not be recalculated based on the above provisions. The changes made in this Agreement shall apply to all updates approved by the Personnel Commission after the date of this Agreement.

15.1.2 The unit employee with the shortest length of service in the classification plus higher classes shall be laid off first.

15.1.3 Whenever it becomes necessary to implement a layoff, employees shall be laid off in reverse order of seniority within the affected classification.

15.1.4 A bargaining unit employee laid off from her/his present classification may, in order to avoid layoff, bump into an equal or the next lowest classification in which the employee has actually served based on the employee's seniority. In order to bump another employee in an equal or lower classification, the employee must have greater seniority than the person to be bumped. The employee with the least seniority in the classification in which an employee is bumping into shall be bumped first.

15.1.5 Transfer in lieu of lay off shall be done in accordance with Merit Rule 9.5.4.

15.2 Reemployment

15.2.1 Employees laid off are eligible for reemployment for a period of thirty-nine (39) months, during which, if a vacancy exists in the classification from which the employee was laid off or for a position in which the employee meets the minimum qualifications, the employee shall be re-employed in preference to new applicants. Employees who accept a voluntary demotion in lieu of layoff (i.e. bump into a lower classification) shall be entitled to an additional twenty four (24) months on the reemployment list. Employment from the reemployment list shall be made in the order of seniority, with the most senior person offered reemployment first. Those employees who have completed a probationary period shall be re-employed without having to serve an additional probationary period. Employees who have been laid off may apply for promotional examinations. Laid off employees shall not accumulate seniority while on a reemployment list except in cases where the employee is returned to her/his former classification within thirty (30) days from the date of layoff.

15.3 Notice

15.3.1 Bargaining unit employees shall be given notice in accordance with California Education Cod Section 88017. The District reserves the right to decide to layoff employees. For purposes of this Article, the term “layoff” shall not include a reduction in hours. The District will meet and negotiate with CSEA the decision to involuntarily reduce hours and/or work year.

15.3.2 The District shall notify the Association of any layoff in accordance with California Education Code Section 88017. The notice to the Association shall include a list of positions proposed to be laid off, the departments/offices affected, and a seniority list for each of the classifications proposed to be laid off. Should the Association desire to negotiate the effects of a noticed layoff, it shall notify the District in writing no later than ten (10) working days after receipt of the District’s notification.

15.4 Bargaining Unit Work After Layoff

- 15.4.1 All work that was performed by any bargaining unit member who was laid off after the approval of this Agreement shall continue to be considered as bargaining unit work.

ARTICLE 16
ASSOCIATION RIGHTS

- 16.1 The Association and its members shall have the right to make reasonable and lawful use of available college buildings at reasonable times for meeting purposes pursuant to requirements of the Civic Center Act and applicable Board policies provided that such use, when applied for, shall be granted if no conflict exists and provided that such use which necessitates custodial overtime shall be compensated by the Association at the rate of \$10 per hour. The Association agrees to leave college buildings in the condition found, free of damage or loss other than damage resulting from normal wear and tear.
- 16.2 The Association shall have the right to post notices of official Association activities on designated employee/employer bulletin boards, at least one of which is provided in each work site in areas frequented by employees. The Association shall not post or distribute any information which is false, derogatory, or defamatory. All literature must be dated and must identify the person and organization responsible for its posting or distribution. Copies of all materials posted or distributed shall be mailed to the Superintendent/President or his/her designee at the time materials are posted or distributed. Any posting or distribution which violates the aforementioned provisions shall be subject to removal by the District.
- 16.3 Authorized representatives of the Association shall be permitted to transact lawful official Association business on college property at reasonable times, as limited below, provided that upon arriving at a college or work site any such representative shall first report to the site or work administrator to announce his/her presence and the intended length of visit. No representative or employee shall interrupt or interfere in any way with the instructional program, normal college operations, or normal work schedules or operations. Contacts with employees shall be limited to non-work hours and non-assigned times such as breaks, duty-free lunch periods, and before or after working hours.
- 16.4 The Association shall receive paid release time for a maximum of five days for each Chapter delegate to a maximum of five delegates to attend the annual CSEA Conference.
- 16.5 With the approval of the Superintendent/President, one employee may be granted release time with or without pay if he or she is a State Officer of CSEA or State Committee Member of CSEA.
- 16.6 The local chapter President shall be authorized up to sixteen (16) hours of released time per week to conduct Association business, other than formal contract negotiations. The President shall notify his or her supervisor as soon as the President becomes aware of the need for released time. In addition, with the approval of the Superintendent-/President, the local chapter President shall be authorized up to forty (40) hours released time annually to conduct Association business provided that the Association reimburses the District an amount equal to the employee's salary for such

period of time.

- 16.7 The Chapter's Chief Union Steward shall be authorized up to ten (10) hours of released time per week to conduct Association business concerning labor-management issues. The Chief Union Steward shall notify his or her supervisor as soon as the Chief Union Steward becomes aware of the need for the released time. In case the Chief Union Steward is not available to conduct Association business concerning labor-management issues or is not employed by the District, this release time may be assigned to other duly appointed union stewards of the Chapter to conduct Association business concerning labor-management issues. In such instances the Chief Union Steward will notify the Vice President of Human Resources or his or her designee, the union steward and the immediate supervisor of the union steward of the assignment.
- 16.8 In the event of a contract grievance, the grievant and/or his/her representative shall be provided released time without loss of compensation for the purpose of attending grievance conferences or hearings. Released time shall not be provided under Article 16.8 for a grievance investigation and/or preparation, however, the Association may use released time available under Article 16.12 for this purpose. The parties agree that this shall constitute a "reasonable period of release time and a reasonable number of representatives" within the meaning of Government Code, Section 3543.1 (c).
- 16.9 The District recognizes and affirms the value of classified representation on District standing, ad hoc, and interview committees, and will affirmatively encourage an atmosphere that provides classified employees with a reasonably opportunity to participate on District committees.
- 16.9.1 When classified representatives are appointed to District committees that address subjects within the scope of collective bargaining, such appointments shall be made by CSEA in accordance with Education Code Section 70901.2.
- 16.9.2 Whenever possible, participation will rotate inter- and intra-departmentally, encouraging more classified employees to participate in standing, ad hoc, and interview committees, and to minimize the impact of staff participation on any particular department
- 16.9.3 CSEA shall provide prompt written notice to the Vice President of Human Resources or his or her designee and the immediate supervisor of the appointee of all appointments, whether regular or substitute appointments, to District committees. No unit member shall be permitted to attend a District committee meeting or to use any released time under Article 16.9 unless and until CSEA and the unit member shall have provided the notice required under this Article 16.9.3.
- 16.9.4 Unit members who are appointed to District committees under this Article shall have one (1) hour released time per committee meeting to prepare for

District committee meetings. Time spent attending District committee meetings or other District events that District committee members are required or expected to attend shall not be counted as “released time” under this Article and shall be counted as “hours worked” for the District.

- 16.10 The Association shall have the right to designate no more than five bargaining unit members, who shall be given reasonable released time for the purpose of negotiating any successor to this Agreement or any Articles re-opened by mutual agreement.
- 16.11 The District will make available to the Association office space on the main campus for the Association to lease from the District at a reasonable rate, not to exceed one hundred dollars (\$100.00) per year, to be determined between the District and the Association.
- 16.12 The District shall provide CSEA with 480 hours each fiscal year to be used by Association Representatives for the purpose of conducting association business. This amount of release time is in addition to release time provided for members of the Association’s negotiation team, grievance meetings and for attendance at District committee meetings. At least 2 hours prior to utilizing any release time, CSEA will notify the appropriate immediate supervisor of the name of the employee to be released and the anticipated duration of the release time. Released time shall be granted except in the event of an immediate work-related need.
- 16.13 The District, upon request by the Association, shall provide on an annual basis or as needed for negotiations with the District the Chapter President and the CSEA Labor Relations Representative each with a current seniority list of all bargaining unit employees.
- 16.14 The District shall provide a list of employees hired into bargaining unit positions to both the Chapter President and the CSEA Labor Relations Representative on a monthly basis.
 - 16.14.1 CSEA may designate one executive board member to receive view only access to the District’s on-line position request data.
- 16.15 Unit employees may modify their work schedule on days in which the Association holds a Chapter meeting to take their lunch break to coincide with the time of the Association meeting. In the event that an employee regularly is scheduled for a thirty minute lunch on days in which the Association holds a Chapter meeting, such employees may extend their lunch to one hour to coincide with the time of the Association meeting. In the event that an employee extends their lunch period from half an hour to one hour, the employee may either start his/her work shift half an hour earlier or extend their normal ending time by half an hour. Employees must inform their immediate supervisor of their intent to modify their lunch break to attend a Chapter meeting at least two days prior to the date of the Chapter meeting. Members of the Chapter Executive Committee may utilize this provision for purposes of attending Executive Committee meetings.

- 16.16 The District shall provide reasonable computer access to all unit members to conduct District business including the use of District e-mail subject to the District established computer use policy. The District will post the contract on the District's web site and shall issue a printed copy to each bargaining unit employee. The cover page to the contract shall include the CSEA logo.
- 16.17 All released and other time authorized by this Article shall be documented on a form mutually agreed-upon between CSEA and the District.

ARTICLE 17
CONTRACTING OUT

- 17.1 The District shall not contract out bargaining unit work except in accordance with the terms of Article 17. In the event the District is considering contracting out bargaining unit work, the District will notify the CSEA Chapter President, or designee, in writing.
- 17.2 Such notice shall be given at least 15 days in advance to allow the parties to exchange information and, if necessary, engage in meaningful negotiations over any decision to contract out or transfer bargaining unit work and/or the negotiable effects of any such decision. The notification shall include a copy of the standard "Request to Approve Outside Contracting" form that is submitted to the Vice President for Human Resources. CSEA will respond within five working days of receipt of notification from the District as to whether or not it desires to negotiate.
- 17.3 When CSEA requests to bargain, the parties shall make their representatives available to negotiate within a reasonable timeframe and shall negotiate in good faith. The District will not contract out the work for a period of at least 45 days to give the District and CSEA the opportunity to reach an agreement concerning the work. In the event no agreement is reached within such time period, the District may contract out the work subject to CSEA's right to file a grievance under Article 10 alleging that the work should not have been contracted out. The time to file a grievance shall commence on the date that CSEA received notice that the District has contracted out the work.
- 17.4 The District may contract out work without prior notification or bargaining due to emergency conditions. Emergency shall be defined as a sudden and unexpected turn of events calling for immediate action such as the following:
- a. Fire.
 - b. Flood.
 - c. Impassable roads.
 - d. Epidemic.
 - e. Earthquake resulting in damage.
 - f. Imminence of a major safety hazard as determined by the local law enforcement agency or first responders such as firefighters or paramedics.
 - g. Need to make immediate repairs because of the unexpected breakage or malfunction of essential equipment when the repairs cannot be made by unit members on either a regular time basis, overtime basis, or callback basis.

- 17.5 Within five working days of contracting out work due to an emergency, the District will notify the CSEA Chapter President, or designee, in writing that it has done so and state the facts upon which the District determined that an emergency existed.
- 17.6 However, if such emergency work will reduce the amount of work available to bargaining unit employees, then the District shall give CSEA notice and an opportunity to bargain the effects of such reduction of work. Prior to contracting out such emergency work as described in this article, the District, in any event, shall make a reasonable attempt to notify the CSEA Chapter President, or designee.
- 17.7 Nothing in Article 17 shall be construed to deny or to restrict any unit member's rights granted under existing law with respect to the contracting out of bargaining unit work as of the date of the adoption of this Agreement. The rights granted to unit members by Article 17 shall be deemed to be in addition to those specifically provided by law. In addition, nothing in Article 17 shall abrogate, or be deemed to abrogate, the provisions of Education Code section 88003.1 and its subparts, as it may be amended, or of any successor or replacement thereto.
- 17.8 **Transfer of Bargaining Unit Work:** The assignment of unit work to non-unit employees and volunteers of the employer or from one bargaining unit classification to another is a negotiable subject within the scope of representation. The district shall not unilaterally transfer bargaining unit work without giving the CSEA prior notice and the opportunity to bargain. Notification requirements shall be the same as set forth in sections 17.2, 17.3, 17. 4, 17.5 and 17.6 of this article.
- 17.9 The provisions of this article shall be subject to the grievance article of this agreement. For the purposes of this article the grievant shall be the Association acting on behalf of the bargaining unit.

ARTICLE 18
RETAINED RIGHTS

- 18.1 All matters not specifically enumerated as within the scope of negotiations in Government Code, Section 3543.2 and specifically limited by provisions of this agreement, or limited by statutory provision, are reserved to the District. It is agreed that such reserved right and power to determine, implement, supplement, change, modify, or discontinue, in whole or in part, temporarily or permanently, any of the following:
- 18.1.1 The legal, operational, geographical, or organizational structure of the District, including the chain of command, division and subdivisions, external and internal boundaries of all kinds, and advisory commissions and committees;
 - 18.1.2 The financial structure of the District, including all sources and amounts of financial support, income, funding, taxes, and debt, and all means and conditions necessary or incidental to the securing of same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices, all budgetary matters and procedures, including the budget calendar, the budget formation process, accounting methods, fiscal and budget control policies and procedures, and all budgetary allocations, reserves, and expenditures apart from those expressly allocated to fund provisions of this agreement;
 - 18.1.3 The acquisition, disposition, number, location, types, and utilization of all District properties, whether owned, leased, or otherwise controlled, including all facilities, grounds, parking areas, and other improvements; and the personnel, work, service and activity functions assigned to such properties;
 - 18.1.4 All services to be rendered to the public and to District personnel in support of the services rendered to the public, and the nature, methods, quality, quantity, frequency and standards of services, and the personnel, facilities, vendors, supplies, materials, vehicles, equipment, and tools to be used in connection with such services, the lawful subcontracting of services to be rendered and functions to be performed including educational, support, construction, maintenance, and repair service;
 - 18.1.5 The utilization, for limited periods of time, of personnel not covered by this agreement, including, but not limited to, the personnel occupying positions listed as “excluded” in Article 2 of this agreement, to do work which is normally done by employees covered hereby, and the methods of selection and assignments of such personnel;

- 18.1.6 The selection, classification, direction, and promotion of all personnel in the District; the demotion, discipline, and termination of all personnel of the District; the assignment of employees to any location, and also to any facilities, classrooms, functions, activities, academic subject matters, departments, tasks or equipment (subject only to the provisions of Article 6, "Transfers"); and the determination as to whether, when, and where there is a job opening subject only to the provisions of Article 6;
 - 18.1.7 The job classification and the content qualifications thereof; the rates of pay for any new classifications implemented during the terms of this agreement;
 - 18.1.8 The duties and standards of performance for all employees, and whether any employee adequately performs such duties and meets such standards subject only to the provisions of Article 4, "Evaluation Procedures";
 - 18.1.9 The dates, times, and hours of operation of District facilities, functions, and activities; work schedules; the college's instructional calendar; the assignment of paid work days beyond the regular assigned work year; the assignment of overtime subject only to the provisions of Article 11, "Wages"; and Article 3, "Hours of Employment";
 - 18.1.10 Safety and security measures for students, employees, the public, properties, facilities, vehicles, materials, supplies and equipment, including the various rules and duties for all personnel with respect to such matters, subject only to the provisions of Article 5, "Safety Conditions of Employment";
 - 18.1.11 The retirement of employees for disability, as limited by provisions of law;
 - 18.1.12 The lawful termination or layoff of employees as the result of the exercises of any of the rights enumerated above, or as a result of the exercise of any of the rights of the District not limited by the clear and explicit language of this agreement.
- 18.2 All other rights of management not expressly limited by the clear and explicit language of this agreement are also expressly reserved to the District even though not enumerated above; and the express provisions of this agreement constitute the only contractual limitations upon the District's rights. The exercise of any right reserved to the District herein in a particular manner, or the non-exercise of any such right, shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner.

18.3 Any dispute arising out of, or in any way connected with, either the existence of, or the exercise of, any of the rights of the District not expressly limited by the clear and explicit language of this agreement, or arising out of, or in any way connected with, the effects of the exercise of any of such rights, is not subject to the grievance provisions set forth in Article 10.

ARTICLE 19
ORGANIZATIONAL SECURITY

- 19.1 Unit members who have voluntarily made application for membership shall have said fees deducted via payroll deductions by the district.
- 19.2 The District will provide communication to new classified staff regarding membership fees through a joint letter which shall be approved by both parties.
- 19.3 With respect to all sums deducted by the District, the District agrees to remit such moneys to CSEA in a business-like manner.
- 19.4 Any employee who is rehired by the District within 39 months of separation shall have the same status as the employee held with regard to CSEA membership at the time of separation. Nothing contained herein shall prohibit an employee from paying dues directly to CSEA.
- 19.5 CSEA shall indemnify and hold the District harmless from any and all costs, attorneys fees, claims, demands, and suits or other actions arising from the operation of this article. The District shall be required to promptly notify CSEA of any claims made by employees relating to dues authorization. Prior to responding to any claim, the District shall negotiate with CSEA concerning the appropriate response.

ARTICLE 20
NEGOTIATING PROCEDURES

20.1 With respect to meeting and negotiating a successor agreement to this agreement, the Association and District shall commence negotiations at mutually acceptable times and places after satisfying the public notice requirements.

The Association shall have the right to designate no more than five bargaining unit members, who shall be given reasonable release time for the purpose of designated and mutually called meeting and negotiating sessions with the District as specified in the paragraph above.

ARTICLE 21
SEVERABILITY AND SAVINGS

- 21.1 If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, 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.
- 21.2 In the event any such provision is invalidated as described above, the parties shall, upon request, meet not later than fifteen (15) working days after such request to discuss the impact of such a holding and to negotiate possible alternative provisions.

ARTICLE 22
ENTIRE AGREEMENT

- 22.1 The District shall not be bound by any requirement or practice which is not expressly and explicitly stated in this agreement.
- 22.1 The Association agrees that this agreement is intended to cover all matters relating to wages, hours, and all other terms and conditions of employment and supersedes all previous agreements or supplements thereto covering said matters. The parties agree that during the term of the agreement, neither the District nor the Association will be required to meet and negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement, even though such subject or matters may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this agreement, or even though such subjects or matters were proposed and later withdrawn.

The foregoing represents the tentative agreement between the Santa Monica Community College District and the California School Employees Association and its Santa Monica College Chapter 36 (CSEA). Final implementation is subject to ratification by the CSEA Chapter 36's membership and by the Santa Monica College Board of Trustees. The District and CSEA and its Chapter 36 agree to support the ratification of this tentative agreement.

Dated: December 15, 2022

Ciera Chilton
Labor Relations Representative
CSEA for its Chapter 36

Robert M. Myers, Chief Negotiator
For the District

Cindy Ordaz, President
For CSEA and its Chapter 36

Sherri Lee-Lewis
For the District

Willis Barton
For CSEA and its Chapter 36

Christopher Bonvenuto
For the District

Kennisha Green
For CSEA and its Chapter 36

Tre'Shawn Hall-Baker
For the District

Martha Romano
For CSEA and its Chapter 36