



Chapter 180



Palo Verde College

AGREEMENT

Between

**PALO VERDE COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES**

and

**CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION AND ITS CHAPTER 180**

Effective

July 1, 2018 to June 30, 2021

2018 NEGOTIATION TEAM MEMBERS

ASSOCIATION REPRESENTATIVES

Rich Soto, CSEA Chapter 180 President
Brandy Chavez, CSEA Ch. 180 Vice-President
Esther McBroom, Negotiations Team Member
Dale Wissman, CSEA Labor Relations Rep.

DISTRICT REPRESENTATIVES

Don Wallace, Superintendent/President
Scott Bauer, Vice-President of Instr./Student Svcs.
Maureen Davis, Vice-President of Admin. Svcs.
Cecy Garcia, Associate Vice President of HR
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Article 1

ASSOCIATION RIGHTS

Section 1.1. Acknowledgements

- a. The District acknowledges that every unit member represented by CSEA shall have the right to freely organize, join, and support the CSEA for the purpose of engaging in collective bargaining for the mutual benefit of all eligible employees. As a duly elected body exercising governmental power under the statutes of the State of California, the District undertakes and agrees that it will not directly or indirectly deprive, discourage, coerce, or harass any eligible employee in the enjoyment of any right conferred by this agreement; that it will not discriminate against any eligible employee with respect to hours, wages, or any terms and conditions of employment by reason of his or her membership or non-membership, support of, or participation in the legal activities of the CSEA; or in collective bargaining with the District, or his or her initiation of any grievance complaint, or proceeding under the terms of this agreement.
- b. Nothing contained herein shall be construed to deny or restrict to any eligible employee those rights he or she may have under the statutes of the State of California or the Constitution of the United States.
- c. The District, through its administration, will provide opportunity and facilities for CSEA meetings during non-working hours or during working hours as provided for elsewhere in this agreement. CSEA and its representatives have the right to request the use of College facilities for meetings or activities with the approval of appropriate college personnel.
- d. CSEA Chapter President Release Time. The District shall grant the CSEA Chapter President or designee four (4) hours of non-cumulative release time each week for general Chapter business. This release time is in addition to other leaves stated in this Article and in this Section.

The CSEA Chapter President shall notify the Superintendent/President in writing prior to the use of such release time.

- e. In addition to the CSEA Chapter President Release Time specified above, the District may grant a maximum of two authorized representatives of CSEA release time to transact CSEA official business on campus during normal working hours. Subject to the following conditions:
 - (1) That it does not interfere with employee work.
 - (2) That the employee has first sought approval from the Superintendent/President, and such release time has been scheduled in advance with the employee's supervisor. Absent extraordinary circumstances, employees from the same department cannot conduct CSEA official business during normal working hours at the same time.
- f. Any officer or official representative designated by CSEA shall be granted leave with pay to attend and participate in an official meeting or conference scheduled by the national or state headquarters or some regional segment (encompassing more than two local District Chapters). The leave time of all officers or representatives granted leave under this section shall not exceed a total of five days annually. The President of CSEA, Chapter 180, shall notify the Superintendent/President at least five days prior to the scheduled meeting to insure appropriate planning for the employee's absence.
- g. The District shall provide 1 hour per month of release time for CSEA unit members to attend monthly meetings. Monthly meetings will be at a time agreed upon by CSEA and the Superintendent/President. Supervisors shall allow CSEA unit members with release time to participate in shared governance meetings.
- h. The District shall provide release time for up to three CSEA representatives to meet with the District in collective bargaining and on

other topics within the scope of representation.

- i. CSEA shall have the right to utilize facilities and equipment in the pursuit of its activities, provided that such facilities and equipment are not otherwise in use for instructional or business purposes, that such use does not entail any expense to the District, that such use is not inconsistent with the goals and directions of the District and not for political activities and strikes.
- j. CSEA shall have the right to post notices of its activities and matters of CSEA concern on one bulletin board in the College mail room and on one bulletin board in the Child Development Center. CSEA may utilize mailboxes for communication with members of the bargaining unit.
- k. Upon request, the District, through its administration, shall furnish copies of public documents, to which CSEA is entitled under the California Public Records Act and/or the Educational Employment Relations Act, subject to the timelines and limitations provided under law.
- l. The CSEA President or his or her designee may, at the option of the Board, be granted opportunity through normal channels to communicate with the Board on matters of general interest to the membership of the bargaining unit, with the exception of matters being considered in the collective bargaining process. The CSEA President may request items to be placed on the Board agenda through established channels.
- m. CSEA acknowledges that nothing contained in this agreement shall be construed to limit the District in any way in the exercise of its legally constituted authority. All rights, powers, and authority which have not been specifically abridged, terminated, modified, or delegated by this agreement are recognized by the CSEA as being retained by the District. Issues arising from the exercise of such rights, powers, and authorities are subject to grievance procedures as set forth in this agreement.

Article 2

PAYROLL DEDUCTIONS/MAINTENANCE OF MEMBERSHIP

Section 2.1. Payroll Deduction

The Association shall have the exclusive right to payroll deductions, in accordance with the CSEA dues schedule, from its members' wages in this unit including regular dues and employee benefit program costs. Regular dues and employee benefit program costs may be deducted from the employee's individual paycheck.

Section 2.2. Questions Regarding CSEA Membership or CSEA Dues

The District shall not interfere with the terms of any membership agreement between CSEA and the District's employee with regard to that employee's membership in CSEA. The District shall refer all employee questions about CSEA membership or CSEA dues to the CSEA Labor Relations Representative. In addition, District's managers, supervisors and confidential employees shall be either positive or neutral regarding employees' decisions to belong to an employee organization. Managers, supervisors and confidential employees shall not instruct employees on the process to leave CSEA, nor direct bargaining unit employees to any website that purport to do so, but instead shall simply refer any questions to the CSEA Labor Relations Representative. The District shall rely upon written notification from the Association prior to processing any dues revocation request.

Section 2.3. Confidentiality of Membership Information

The District shall take all reasonable steps to safeguard the privacy of CSEA members' personal information, including but not limited to members' Social Security Numbers, personal addresses, personal phone number, and personal cellular phone number.

Section 2.4. Separation From Unit

The provision of Section 2.1 shall not apply during periods when an employee is in out-of-pay status for more than thirty (30) days. If an employee is subsequently compensated for time originally or previously identified as out-of-pay status, the employee's appropriate and regular representational dues or fees for this time shall be deducted and paid to the CSEA. Any fraction of a month shall be counted as a full month.

Section 2.5. Changes in Dues

Any changes in dues will be submitted to the District, in writing, thirty (30) days prior to the effective date of such changes.

Section 2.6. Forfeiture of Deductions

If the balance of an employee's wages in any one pay period, after all other involuntary and insurance premium deductions are made is not sufficient to pay deductions required by this agreement, no such deduction shall be made for that period. However, the dues for that pay period remain due and payable by the employee, and the dues for that pay period will be deducted over the next four (4) months.

Section 2.7. New Employee Orientation and Bargaining Unit Data / AB 119 Memorandum of Understanding

The District and CSEA have agreed to an MOU implementing the provisions of AB 119, which is enclosed herein as an Appendix to this collective bargaining agreement. The parties AB 119 MOU includes provisions concerning employee orientation procedures and the regular provision to the Association of Bargaining Unit Data. The date, time, and place of any new employee orientation meeting shall not be disclosed to anyone other than the employees, the CSEA representative, or any vendor contracted to provide a service at the orientation.

Section 2.8. On-Boarding and Mentoring of New Employees

Upon initial employment, each bargaining unit employee shall receive a copy of the current Collective Bargaining Agreement between the District and the Association and shall be given necessary information and forms regarding the Health and Welfare benefits package. A classified mentor shall be assigned by the Bargaining Unit to assist the new employee with transition into the new work setting.

Section 2.9. Indemnification

The Association, CSEA and/or Chapter 180 agree(s) to indemnify and hold harmless the District against any and all liabilities, claims, or actions which may be brought against said District or the District Board of Trustees individually or collectively, its officers, employees and agents, for any claims made by the employee for deductions made in reliance on information provided by the CSEA to the District to cancel or change membership dues authorization, including reimbursement for all costs, expenses, fees and judgments incurred by the District in providing an effective defense against all lawsuits or other legal proceedings, arising out of and in connection with this Article. CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

Article 3

COMPENSATION AND HEALTH AND WELFARE BENEFITS

Section 3.1. Salary Schedules

- a. The master salary schedules for unit members represented by CSEA are attached to this agreement marked as Appendix “A”. The Classification Schedule and Salary Placement for employees represented by CSEA is attached to this Agreement marked as Appendix “B.”
- b. For 2018-2019, Classified Salary Schedules shall be increased as an on-going “across the board” increase by 2.71%, the amount equal to the state-funded Cost-of-Living-Adjustment (“COLA”) received by the District for the 2018-19 fiscal year, retroactive to July 1, 2018 as provided for below:
 - (1) This 2.71% increase shall not apply to Salary Schedules 301 and 302 (part-time and full-time CDC Instructional Aide salary schedules), as per the October 4, 2016 Memorandum of Understanding (MOU).
 - (2) Retroactive amounts of 2.71% due for the 2018-19 fiscal year shall be paid within 60 days following the ratification and approval of this agreement.
 - (3) If, during any year of this agreement, any other bargaining group with the District (i.e. CCA/CTA Bargaining Unit) receives a higher rate of compensation after the close of bargaining between the District and CSEA, the CSEA bargaining unit shall receive a corresponding increase equal to that adjustment.

Section 3.2. Professional Growth Compensation

- a. A one-time payment of \$200.00 per semester unit or \$140.00 per quarter unit will be paid regular classified employees upon completion of courses not offered at Palo Verde College. Such courses must be part of a program of professional advancement approved by the immediate

supervisor and the Superintendent/President. A one-time payment of \$100.00 per semester unit will be paid to regular classified employees who take courses on their own time at Palo Verde College as part of a program of professional advancement approved by the immediate supervisor and Superintendent/President. The program must be approved at least one month prior to enrolling in the courses and the professional advancement process should become part of the yearly performance appraisal conferences. Unit members seeking professional certifications (i.e. Cisco, Microsoft, or other extensive professional certifications pertaining to professional advancement) with approval of the immediate supervisor and Superintendent/President may access Professional Growth compensation covered under this section.

- b. There shall be a \$8,000 maximum annual District contribution toward payment of professional growth programs for the benefit of unit members, including the cost of release time (based upon the unit members' hourly rate of pay) to participate in such programs during duty hours. Payment of professional growth is based upon full-time unit members receiving 100% of the professional growth rate, limited to six (6) units per semester and pro-rated for permanent part-time unit members based on the number of hours worked per week, limited to three (3) units per semester. If a unit member receives any monies from another source (i.e., staff development, financial aid, grants, etc.) the person shall not be entitled to receive district professional growth funds.

Any unused portion of the annual District contribution of professional growth will be carried over to the following fiscal year and every fiscal year thereafter. Upon written request from CSEA, an annual summary of the account status will be submitted to the CSEA Executive Board. In addition, classified employees are eligible to use staff development funds beyond the amount of this agreement by application to the Staff Development Committee.

- c. A unit member will receive up to three hours of release time per week when such unit member must take a course to receive an A.A./A.S. degree at the end of the term and the course is not taught during the unit

member's non-working hours. If a unit member elects to receive release time during their normal working hours, they shall not be entitled to additional compensation as stated in Item A.

- d. Any number of courses may be taken during an employee’s non-duty time. An employee may be excused from duty to take one approved course or class a semester with the approval of the immediate supervisor as part of a professional growth plan under paragraphs a, b, or c above. Alternate coverage for the position shall be arranged. No professional growth plan will be required if the released time involves a short seminar or conference that is connected to job performance.

Section 3.3. Longevity (CSEA)

Longevity increments:

LONGEVITY Based on Years of Service		
10 Years	\$ 125	per month
13 Years	\$ 250	per month
16 Years	\$ 375	per month
19 Years	\$ 500	per month
22 Years	\$ 625	per month
25 Years	\$ 750	per month
30 Years	\$ 825	per month

Section 3.4. Out-of-Class Pay

Employees assigned by the District to perform duties unique to a higher classification for a period exceeding five days within fifteen calendar days, and who are performing duties prescribed in this higher classification, shall be paid on the lowest step of the salary schedule range assigned to the higher position, or five percent (5%) more than the classified employee’s current salary, whichever is greater. This provision is subject to all applicable provisions of Education Code.

Section 3.5. Health Insurance Escape Clause

In the event that a “single payer,” or other state or national insurance plan that changes District contributions is signed into law, the District and Association shall immediately enter into negotiations regarding salary and benefits. If the State or Federal Government comes up with a “government run” and/or “single payer” plan, the District and CSEA agree to meet and negotiate as soon as possible preceding the implementation of any “government run” and/or “single payer” plan.

Section 3.6. Cost Increases and Basic Package

- a. The Classified Bargaining Unit shall be covered by the parties’ agreed upon Health and Welfare benefit package offered as specified below and in Appendix C to this collective bargaining agreement.

Beginning October 1, 2018, the District shall provide a maximum annual contribution (i.e. the employer “cap”) of \$21,107.92 towards purchasing health and welfare benefits for eligible classified bargaining unit employees, including eligible dependent coverage. This maximum annual contribution shall remain in effect for every plan year thereafter until otherwise negotiated by the Parties.

The remaining Benefit Fund, if any, will be used to pay the difference between the additional district contribution and the actual cost of the Health and Welfare Benefits premiums. Bargaining unit members shall be responsible for payroll deductions for any amount due for premiums upon exhaustion of the benefit fund.

On July 1, 2015, the District placed into the Classified Benefit Fund a one-time payment of \$38,295.48 in order to restore that amount taken from the Classified Benefit fund in 2013-15 during the college’s fiscal crisis.

- b. Effective October 1, 2018 the District will offer the following Medical Plans, and effective July 1, 2018, the District will offer the following Dental, Vision and Life Plans to both Active employees and classified Retirees:

Type of Coverage	Plan Name
Blue Cross PPO Medical Plans through California’s Valued Trust (CVT)	CVT PPO Plan 1A
	CVT PPO Plan 3B
	CVT PPO Plan 5B
	CVT PPO Wellness 90/10 with Rx C
	CVT PPO Plan 8B
Dental Plans	PPO Delta Dental
	Anthem Dental
Vision Plans	VSP Vision
	MES Vision
Life Insurance Plans	MetLife Life Insurance

- c. Dual-Employee Married/Domestic Partnership Classified Employees. Active, benefit eligible classified employees and their CVT benefit eligible classified employee spouse or domestic partner, who enroll in separate CVT PPO composite plans, shall be eligible for coordinated, double coverage medical benefits as per CVT’s plan provisions and guidelines. Each spouse or domestic partner shall be eligible for the district’s maximum contribution (pro-rated by hours) towards health and welfare benefits as stated above. However, as per CVT’s guidelines, the District shall pay only 75% of the composite medical premium for each eligible spouse or domestic partner.

Section 3.7. REEP Rebates

Effective July 1, 2005, and contingent upon remaining with REEP in subsequent years, the Classified percentage of annual equity distribution in participating plans shall be available during negotiations to fund future classified health insurance additions or increases. The parties agree that CSEA’s equitable portion of the total dollar amount, if any, of any future REEP rebates from classified bargaining unit employees’ participation in REEP shall be placed into the CSEA Benefits Fund.

Section 3.8. Differential Employee Contribution

In the event the cost of the health and welfare benefits exceeds the maximum employer contribution established and the parties have not agreed upon an increased employer contribution to fund the total costs of benefits for the ensuing year, unit members shall be subject to mandatory payroll deductions to cover the difference between actual cost and employer contribution.

Section 3.9. Payroll Deductions

The implementation of the employee contribution, if any, towards health and welfare benefits (i.e. out-of-pocket payroll deductions) shall be from September to June tenthly.

Section 3.10. Insurance Committee

The District’s joint insurance committee shall explore options to address the rising cost of insurance. The CSEA shall be allowed at least two members on the committee. The Insurance Committee, as part of their work, will try to reach a consensus surrounding the Health Insurance Benefits Package and shall be tasked with making non-binding recommendations to both the District and the CSEA negotiating teams regarding potential cost and coverage changes.

Section 3.11. Early Retirement Medical Benefits

The District will pay seven thousand five hundred dollars (\$7,500) per fiscal year (i.e. the retiree “cap”) towards the medical and/or dental insurance of the retiring classified employee under the following conditions:

- a. The classified employee must have been employed as a regular classified employee for fifteen (15) years of consecutive service in the District immediately prior to retirement.

- b. The classified employee must have been eligible and covered under one of the District sponsored health or dental insurance plans in force immediately prior to retirement.
- c. To be eligible for this benefit, the classified employee must retire at or after age 55, but before age 65.
- d. Classified employees who desire coverage under provisions of this Section shall notify the Human Resources Office of such desire at the time of retirement and annually thereafter.
- e. The District will either pay the premium to the health and/or dental care provider (up to the amount of the retiree “cap”) with which the classified employee was covered at the time of retirement, or reimburse a retiree (up to the amount of the retiree “cap” and on submission of proof of payment) should the employee purchase medical, dental and/or vision benefits directly from an insurer, such as on Covered California (i.e. an “exchange”). If a retiree turns 65 years of age within a covered year, the total reimbursement amount will be prorated to the amount of the year in which the employee is 64 years old. Such payment shall begin for the retiring classified employee beginning at the time of retirement or at the beginning of the following year of coverage, whichever is applicable. In the event the cost of the insurance purchased directly by District on behalf of the retiree exceeds the retiree “cap”, a monthly payment of the difference shall be owed by the retiree. If the monthly payment is not received by the due date, retiree coverage may be dropped by the District. The District will cease payment of medical insurance premiums when the classified employee reaches the age of 65.
- f. The retired classified employee may also elect to pay the premium for his or her dependents, starting at age 55 until the age of 65. Payments must be made directly to the Human Resources Office. The initial payment shall be received on or before July 10th of each year and continues on a regular monthly basis for a total of twelve (12) payments, with the additional payments to be received on or before the tenth day

of the months of August through June of each year. If a monthly payment for such dependent coverage is not received by the due date, dependent coverage may be dropped by the District.

- g. The District will “pool” any savings between the actual costs of medical benefits for retirees and the agreed upon annual district contribution of \$7,500 (i.e. “retiree cap”). Any savings between the “retiree cap” and the actual amount paid by the District on behalf of retirees will be available to the retiree “pool” in order to reduce premium contributions of all eligible classified retirees receiving retiree medical benefits. If, in the future, there is no overall group savings when computed against the “pooled” District contributions of \$7,500 for each current, eligible classified retiree, then in that event those retirees whose plans exceed the retiree medical cap of \$7,500 will assume, and equally share, the responsibility for paying the difference.
- h. When the retired classified employee reaches Medicare eligibility or the Age of 65, whichever comes first, the District’s classified retiree coverage shall cease. However, the District will provide \$2,200 per year paid in one annual installment each July, prorated for actual amounts due, to the classified retiree to be used to purchase a Medicare supplemental insurance coverage, and/or dental and vision coverage of their choice until the classified employee reaches the age of 75.

Article 4

HOURS AND OVERTIME

Section 4.1. Working Hours

The regular workweek of a full-time classified position shall be forty (40) hours, and the regular workday shall be eight consecutive (8) hours. Normal working hours are from 8:00 a.m. – 5:00 p.m. unless stated differently in the job description or mutually agreed to by the CSEA and the District. The scheduling of hours and workdays shall be at the sole discretion of the District. A regular working day shall include one hour for lunch and one 15 minute rest period during each half-shift. Variations in daily or weekly work schedules may be permitted with the approval of the immediate supervisor and the Superintendent/President. Friday has been deemed a shortened workday and each eligible employee is entitled to leave ½ hour earlier.

Summer hours shall consist of four (4) ten-hour days (Monday through Thursday) commencing with the first Monday following the College's commencement ceremony concluding two weeks before the first day of the Fall semester.

During summer hours any reference to "day" in this contract for purposes of vacation or other leaves shall mean 1.25 days.

Section 4.2. Overtime

The District may, at its own discretion, provide either (1) compensation, or (2) compensatory time off for employees designated by the District and authorized to perform such overtime work. Rate of compensation for such overtime shall be at one and one-half the regular rate of pay. Compensatory time off shall be calculated for hours worked in excess of eight (8) per day and forty (40) per week at one and one-half time the number of overtime hours worked to a limit of 12 hours accumulated time off; thereafter, hours of overtime worked shall be compensated at one and one-half times the

hourly rate of pay. Overtime is anytime required to be worked in excess of eight (8) hours in any one workday or anytime in excess of 40 hours in one workweek.

Hours not worked because of holidays, sick leave, vacation, compensated time off, or other authorized paid leaves of absence, shall be considered as time worked by the employee. The designation, authorization, and allocation of any overtime shall rest solely with the District and shall not be subject to grievance procedures as set forth in this agreement.

Section 4.3. Shift Differential

The District shall pay a 2.5% shift differential for full-time unit members who work at least four 8 hour shifts per week which commence on or after 12:00 p.m.

Section 4.4. Pay Days

All employees covered by the bargaining unit with regularly scheduled hours shall be paid on a twice monthly basis (24 times) per fiscal year.

Article 5

VACANCIES, TRANSFERS, PROMOTIONS AND RECLASSIFICATIONS

Section 5.1. Vacancies

Vacancy is defined as a new or existing bargaining unit position, which the District determines to fill.

Section 5.2. Voluntary and Involuntary Transfers

Transfer is defined as a movement of bargaining unit employees from one position to another within the same classification.

- a. A voluntary transfer is when a qualified employee (as per the job description) transfers from one position to another position in the same salary classification is initiated by either the employee or the District and meets with agreement from both the District and employee. The current employee must submit an application for the posted position. The employee shall be subject to testing if they have not tested in their original position.
- b. An involuntary transfer is when a transfer from one position to another position in the same salary classification is solely initiated by the District and does not meet with agreement from the employee. Reasons for any involuntary transfer shall be discussed with the employee by his or her immediate supervisor, and with the Association, if requested by the unit member. The Chapter President shall be provided written notification of such involuntary transfers.
- c. Medical Transfers. The District may assign a unit member, under the Involuntary Transfer procedures in this section in cases where the unit member is medically unable to assume his or her regular duties in his or her existing classification.

- d. Substitute Employees. The District may employ a substitute employee pursuant to Education Code 88003 to replace any classified employee who is temporarily absent from duty. In addition, if the District is engaged in recruiting a permanent employee to fill a vacancy in any classified position, the Governing Board may fill the vacancy with a substitute employee for not more than sixty (60) calendar days.

Section 5.3. Promotions

Promotion is defined as an advancement through the competitive hiring process of a bargaining unit employee from a lower position to a higher classification and salary requiring an increase in job skills, training, responsibility, and/or complexity, and in return offers more compensation and status. A bargaining unit member may request a promotion by submitting a written request. To be eligible for a promotion, employees must have completed their initial 12 month probationary period with the District.

- a. Employees who are promoted through the competitive hiring process shall be placed upon the salary schedule at the step of the promotional range, which reflects a salary increase of at least five percent (5%). In some cases, promoted employees may be placed on a salary schedule step, which does not represent actual years of service within the District.
- b. A permanent employee who is promoted to a class in which he or she has not previously completed a probationary period shall be considered on promotional probation in that class for a period of six (6) months. During the six-month promotional probationary, an employee may be demoted to his or her prior classification. Nothing in this language, however, prohibits the District from disciplining the employee for cause during the promotional probationary period according to the disciplinary provisions and proceedings as outlined in this agreement.

Section 5.4. Voluntary and Involuntary Demotions

Demotion is defined as a movement of bargaining unit employees from one position to a different classification requiring a decrease in job skills, training, responsibility, and/or complexity, and in return offers less compensation and status.

- a. A voluntary demotion is when a demotion is initiated by either the employee or the District and meets with agreement from both the District and employee. Bargaining unit members who accept voluntary demotion shall be placed on the corresponding step of the appropriate range as the step they previously had occupied in the higher range.
- b. Involuntary demotion is when a demotion is solely initiated by the District and does not meet with agreement from the employee. Any involuntary demotion shall be subject to the provision of Article 11 regarding disciplinary proceedings as outlined in this agreement. The Chapter President shall be provided written notification of such involuntary demotions.

Section 5.5. Posting of Vacancies

In the event of a vacancy, the District shall post an announcement of the job vacancy for five (5) consecutive work days before advertising that vacancy to the public. Announcements shall be subject to the following conditions:

- a. The vacancy announcements shall include: job title, hours, salary range, example of duties, knowledge, skills and abilities for the job, minimum qualifications and the date, time place, manner of making the application, type of screening process and/or examination, final filing date, and other such pertinent information.
- b. If a suitable candidate with appropriate qualifications cannot be found, and where it may be necessary to modify the posted qualifications to fill the vacancy, the job vacancy must be reopened to classified bargaining unit employees, the new job qualifications made clear in the amended

vacancy announcement, and the five (5) day period for such vacancy announcements started anew. The intent of this clause is to allow current classified bargaining unit members to apply for transfer or promotion if they become eligible for such transfer or promotion if and when qualifications for a job vacancy change.

Section 5.6. Selection Criteria

Vacancies subject to Transfer and Promotion shall be posted in an announcement so that eligible employees may request transfer to such vacant position. Consideration will be given to requests for transfer by qualified employees in compliance with applicable state and federal laws; however, the weighting of the criteria and the final selection of a successful candidate is within the sole discretion of the District.

The criteria for any vacancy, including those where transfers, promotions, or demotions are involved shall include, but not be limited to the following:

- a. Applicant's skills and abilities;
- b. Nature of applicant's experience;
- c. Disciplinary and attendance record for the preceding two (2) years;
- d. Two most recent evaluations;
- e. Length of time performing the same or similar jobs;
- f. Length of service with the District;
- g. Applicable legal obligations.

The District will select among competing candidates based upon a review of applicable criteria. If one or more of the leading candidates are current employees of the District, in its sole judgment and discretion determines their qualifications are equal, then, in that event, the District will select the candidate with the greater length of service with the District.

For purposes of this clause, "length of service" shall date from the date upon which the employee first commenced his or her most current unbroken service to the District.

Section 5.7. Selection Procedures

The District shall use a combination of measurements to weigh each applicant's merits in relation to the posted vacancy. These include, but are not limited to the following list below:

- a. Eligibility and relative fitness of applicants for employment shall be determined by a job-related examination, which will be selected by the administration. The bargaining unit shall have the right to review and comment on test instruments. An examination may consist of one or any combination of generally accepted testing techniques, including but not limited to: performance tests, written tests, technical expert interview of knowledge, skills, and abilities, rated interview, ratings of application or resumes, work performances or promotional potential evaluations.
- b. Interview Questions: Any structured interview for vacant positions will include the administrator and one (1) classified employee who will use a structured interview format when conducting interviews. The question and answers will be job-related, and ratings will be based on criteria identified. Each candidate who is not selected will be advised of the basis for non-selection.
- c. Verification of a prospective employee's educational or professional certification, experience, or any other statutorily mandated prerequisites to employment will be done by the Human Resources Office before any prospective employee is offered employment. Such reference checking may also include a job-related background check.
- d. Examinations shall be recognized as standardized examinations. Once an employee passes a promotional test, the test shall stay in effect for one year. Selection of candidates will be made from this pool unless a check of the pool validates that the pool does not conform to EEO standards. Additional testing will be performed and the candidates will not be required to retest unless the one year period has expired.

Section 5.8. Test Date Announcement

The Human Resources Office shall notify applicants of the test date on the job announcement.

Section 5.9. Review of Test Results

Applicants who test for any position may, following publication of the eligibility list, request a conference with the Chief Human Resources Officer for the purpose of reviewing the applicant's performance on that test, by discussing in detail results. Applicant's test scores and performance evaluations will be kept confidential. The Chief Human Resources Officer shall notify the applicants of their appeal rights under EEO and Affirmative Action criteria.

Section 5.10. Notice of New or Changed Positions

The District shall provide CSEA, Chapter 180 with advance written notice regarding the establishment of new classified positions and/or proposed changes in existing position descriptions. In the event the District endeavors to change job descriptions, change or transfer job duties of classified employees, or establish new classified positions that include work classified bargaining unit members have historically performed, the District agrees to meet and negotiate with CSEA prior to such changes being implemented by the District. For operational efficiency, the District may provide notice by email of a proposed change to an existing job description to the CSEA Chapter 180 President and the assigned CSEA Staff of the proposed job description. Thereafter, CSEA shall have the opportunity to make a timely demand for negotiations of the proposed changes.

Section 5.11. Pilot Trial - Classification and Reclassification Review Committee

A Pilot Trial classification and reclassification model as provided in Section 14 will be adhered to through June 30, 2018. The model as presented will be evaluated for the effective, efficient, and timely response for reclassifications. Based on the assessment, a decision will be jointly made

by CSEA and the District to determine whether to maintain or change the reclassification cycle as presented.

In order to assure an efficient, fair and equitable Classification and Reclassification System, a standing advisory committee is hereby established to make recommendations to both the District and CSEA's negotiating teams regarding the following topics:

- a. Proper title, job family, and salary for new classifications.
- b. Requests for reclassification by unit members and/or their supervisors.
- c. The review and maintenance of the District's classification system as a whole.

It is the intent of the Committee structure to complement the collective bargaining process and it is recognized that participation in this process is not a waiver of negotiation rights on any subjects within the scope of representation arising as a result of the Committee deliberations, unless the Committee arrives upon a unanimous recommendation as provided by Section 15, subdivision (I) below in which case the Parties' obligations to meet and negotiate shall be satisfied.

Section 5.12. Composition of the Classification and Reclassification Review Committee

The Classification Review Committee is composed of the following equal numbers of representatives from both the District and CSEA:

- a. Two representatives from CSEA, appointed by the CSEA Chapter 180 President.
- b. Two representatives from the District appointed by the Superintendent/President.

Section 5.13. Direct Conflict of Interest of Committee Member

Any member with a “direct” conflict shall excuse him or herself from the Committee during which time the deliberations and voting on the matter in which he or she has a direct conflict is occurring. The meaning of “direct conflict” is defined as follows:

- a. Any Committee member who occupies the same classification of the employee(s) being reviewed.
- b. Any Committee member who has the responsibility of immediate supervision of the employee(s) scheduled for review.
- c. Any Committee member whose own personal request is being reviewed by the Committee.
- d. Any Committee member who is personally related by blood or marriage/domestic partnership/domicile to the employee making the classification or reclassification request.
- e. Any Committee member who self-identifies that a conflict of interest exists for personal reasons.

An alternate shall be appointed by the appropriate party to fill the vacancy created by a recusal.

Section 5.14. Meeting Schedule and Timelines

The Committee shall review classifications or reclassification requests as follows:

- a. All completed reclassification request forms must be received by the Human Resources Office on or before November 30th to be considered for review within the same school year.

- b. The Committee will not consider requests submitted and examined the previous year unless significant changes in job duties can justify such a review. An increase in the volume of work is not a valid reason.
- c. Classifications must be established for a period of at least one year before reclassification can be considered.
- d. All classification requests shall be reviewed by CSEA and the District's Reclassification Committee members after the November 30th submission deadline.
- e. To mitigate long-term out-of-class situations, an out-of-cycle reclassification timeline appeal may be submitted, with written justification by the employee or the supervisor, to the Committee for consideration anytime during the year. If the timeline appeal is approved, the employee then follows the procedures outlined in Section 5.15 of this Article immediately below.

Section 5.15. Procedures

- a. A reclassification request may be initiated by the employee or his or her supervisor.
- b. All requests for reclassification must be submitted on the "Classification Questionnaire" forms and any supporting materials submitted to the Human Resources Office by the deadline for action. Forms are available from Human Resources Office.
- c. If the employee initiates the request, the Committee shall provide a copy of the completed form to the immediate supervisor for review. The supervisor shall have ten (10) working days to provide a response to the Committee. Following the immediate supervisor's comments, the employee shall have ten (10) working days to provide a response to the Committee.

- d. Committee members are responsible for reviewing the classification questionnaire and any supporting materials submitted by the employee or immediate supervisor prior to the scheduled interviews, if any, as provided in subdivision (F) immediately below. A written statement from the next level administrator may also be reviewed. Committee members will be prepared to ask appropriate questions to clarify any issues arising from the questionnaire and materials.
- e. The Committee may, upon a majority vote, elect to conduct field interviews to validate workflow processes and to observe the utilization of equipment, tools, and other instruments required to perform the duties of the position. Salary studies using comparable districts may be conducted.
- f. An interview may be scheduled with the employee and immediate supervisor before the Committee. The purpose of the interview is to gather information and to clarify any ambiguities. In the event of a group request, it is preferable to interview all individuals at the same time.
- g. Following the completion of the review of a request for reclassification, Committee members shall participate in discussions as a group pertaining to the merit of the request based on the guidelines for reclassification. Committee members shall review and make each recommendation on each issue in front of the Committee. An attempt to reach consensus shall be made.
- h. Committee members shall vote on a recommendation following the interview and in consideration of all the information present.
- i. If the Committee reaches a unanimous decision in its recommendation, the Committee will render its decision to the Human Resources Office and the CSEA Chapter 180 President no later than May 1st. The Committee's unanimous recommendations shall be considered negotiated for EERA-purposes, and shall not be forwarded to the

District's nor CSEA's negotiating teams before going through CSEA's 610 review process and Board approval.

- j. If the Committee is not unanimous in the recommendation, only that issue(s) which has not been agreed upon unanimously by the Committee will be forwarded to CSEA and the District's negotiating teams, provided however, that the issue(s) is within the scope of representation (for example, if it concerns a change in an existing job description).

Section 5.16. Guidelines for Reclassification

Placement of a position on the salary schedule may be determined by the degree of the following factors:

- a. Required skills, knowledge and abilities
- b. Required experience and education
- c. Scope of responsibility
- d. Accountability
- e. Complexity
- f. Working conditions (e.g., indoor/outdoor, safety, etc.)
- g. Supervision given or received

An increase in the amount of work (quantity), without a change to any of the factors above (a-f) within an existing classification does not constitute a reclassification.

Section 5.17. Warranted Reclassifications

Upon review of the factors above, the Committee may determine that based on the totality of the circumstances, the reclassification of a position may be warranted:

- a. If there is a significant proposed change in the types of duties and/or the level of the responsibility of one or more job areas.

- b. If there has been a gradual accumulation of duties in a job classification (and not a sudden change occasioned by a reorganization or the assignment of completely new duties and responsibilities).
- c. If it is determined that the position was originally under-classified (including job duties and salary in comparison with the overall classification plan in the District).
- d. If the job description does not accurately reflect the current duties of the position.

Section 5.18. Salary Placement Following Reclassification

A classified employee who has been reclassified upward on the salary schedule shall be placed on the salary schedule step, which represents at least a five percent (5%) salary increase for the employee. In some cases, reclassified employees may be placed on a salary schedule step, which does not represent actual years of service within the District. In no event shall upward reclassification result in a loss of pay for a classified employee, and in no event shall the reclassification change the employee's anniversary date for the purposes of earning salary step increases. Unless agreed upon differently by the Committee, the reclassification accomplished by the Reclassification Committee shall become effective July 1st.

Article 6

SAFETY AND GENERAL CONDITIONS OF EMPLOYMENT

Section 6.1. Reporting of Safety Hazards

Unit members are encouraged to notify their immediate supervisor in writing concerning an unsafe condition in the District directly affecting their health and safety. The immediate supervisor shall investigate the reported unsafe condition(s) and advise the unit member in writing within fifteen (15) work days of any findings and proposed corrective action.

Section 6.2. Loss of Property, Benefits

Any District employee(s) who suffers either loss of or damage to personal property, or undue loss of benefits arising out of the legitimate performance of his or her duties shall have the right to petition to the District for reimbursement for such loss and/or reinstatement of such benefits (including sick leave). The District will consider such petition(s) on the basis of their merit in each instance.

Section 6.3. Security Task Force

The District's Security Task Force has been absorbed into the Facilities Committee, which shall have at least one CSEA member.

Section 6.4. Employee Expenses and Materials

- a. The District agrees to provide all tools, equipment, supplies and uniforms reasonably necessary for performance of employment duties. A uniform will be considered necessary when the employee is required to work with caustic or permanently discoloring metals or substances during the performance of duties assigned.
- b. Any classified employee shall be reimbursed for the required use of his or her personal vehicle used on District business at the current rate

adopted by the Board of Trustees.

Section 6.5. Tuberculosis Testing

In order to obtain the tuberculosis test, and to secure the results, the employee may have to be absent from his or her work assignment. If this is necessary, release time shall be granted to the employee. The District will pay for one (1) X-ray each four years for employees requiring such a test.

Article 7

EVALUATIONS, PROBATION, AND PERSONNEL RIGHTS

Section 7.1. Evaluation Procedures

- a. All eligible employees will be evaluated on the criteria of job performance. New employees will be evaluated during the third, sixth, and ninth months after date hired. Regular employees will be evaluated at least annually during April.
- b. Eligible employees will be evaluated by their immediate supervisors. Evaluations will subsequently be reviewed by Administration.
- c. The supervisor will complete an evaluation form for classified positions.
- d. The supervisor will conduct an evaluation with employee, explaining the purpose of the interview, and commenting upon the completed evaluation form.
- e. The employee will be permitted to make written entries on the form; then will sign the form indicating that he or she has reviewed its contents.
- f. One copy of the evaluation form will be given to the employee, one will be retained by the evaluator, and one will be forwarded for review by higher authority and filed in the employee's personnel file.

Section 7.2. Increment Advancement

Satisfactory evaluations will permit the employee to receive an incremental increase (annual increase for years of satisfactory service) for a salary schedule taking effect on the July 1st following the evaluation, assuming that such an increment is provided for thereon.

Unsatisfactory evaluation will result in no incremental increase until job performance has met the criteria of performance as subsequently evaluated by the immediate supervisor. This evaluation shall be conducted no later than three months following the unsatisfactory evaluation. A new employee must be hired by April 1 of a fiscal year to be eligible for the annual incremental increase on July 1.

Section 7.3. Permanent Employees

A permanent employee is a bargaining unit member who has successfully completed his or her initial twelve (12) month probationary period, and thus is afforded all the rights of a permanent employee.

Section 7.4. New Employee - Initial Probationary Period

New employees to the District, or past employees who have not been in service to the District for over thirty-nine (39) months shall be subject to an initial probationary period of twelve (12) months, and considered probationary employees. A probationary employee may be dismissed for any reason, at the sole discretion of the District.

Section 7.5. Permanent Employee - Promotional Probationary Period

See Section 5.3(b).

Section 7.6. Personnel Files

The personnel file of each classified employee shall be maintained at the District's Human Resources Office. All personnel files shall be kept in confidence, and shall be available for District inspection at all times, and shall be made available to the individual for inspection in the Human Resources Office upon request with reasonable notice. Personnel files shall not be made available to any other person or agency without written consent of the employee, unless otherwise permitted by law. Employees shall be provided with copies of any derogatory material ten (10) workdays before its placement in the employee's file.

Derogatory material shall be defined as any material, which reflects adversely upon an employee's job performance. The employee shall be given an opportunity during normal working hours and without loss of pay to initial and date the material and to prepare a written response to such material. Any person who places derogatory written material or drafts derogatory written material for placement in an employee's file shall sign the material and signify the date on which such material was drafted.

Any written materials placed in a personnel file shall indicate the date of such placement. No disciplinary action shall be taken for any cause that arose more than two (2) years preceding the date of the filing of a notice of disciplinary action, unless otherwise permitted by law. (Ref. Education Code 88013)

Article 8

PAID AND UNPAID LEAVES

Section 8.1. Holidays

Classified Bargaining Unit Employees shall be entitled to the following paid holidays:

Independence Day	Day before New Year
Labor Day	New Year's Day
Veteran's Day	Day after New Year
Thanksgiving	Martin Luther King
Day After Thanksgiving	Lincoln Day
Day Before Christmas	Washington Day
Christmas	Day after Christmas
Spring Recess – (3 days)	Memorial Day

Classified Bargaining Unit Employees shall receive a maximum of two (2) floating holidays to be used for any weekday period which falls between “The day after Christmas” and “the day before New Year’s Eve” holidays. These floating holidays shall not be used to receive extra pay for weekend days. Any employee that is requested and agrees to work on the same referenced holiday(s) shall be allowed to reschedule with the approval of their immediate supervisor the day(s) off with pay.

On the District’s academic calendar, including the summer months, such holidays are specified in accordance with Education Code Section 88203 and 88205.

Holidays for Child Development Center Unit Members. Annually, prior to July 1, the District will prepare and distribute a listing of holidays for unit members who work in the Child Development Center. In addition, the District shall provide additional floating holidays to be scheduled with the unit member’s supervisor and used on any weekday during the fiscal year to ensure that the CDC unit members have the same total number of

holidays (including floating holidays provided for under paragraph 2 of this Section 8.1) as all other bargaining unit members.

Section 8.2. Vacations

Eligible employees shall earn paid vacation under this Article. Vacation benefits are earned on a fiscal year basis; July 1 through June 30.

- a. Except as specified in Section 4.C, all eligible full-time employees from the beginning of employment through the completion of the fourth anniversary year will be credited with 8 hours of vacation for each month of service; all employees from the beginning of the fifth year of service through the tenth year of service shall be credited with 12 hours of vacation for each month of service. After completing 10 years of service (i.e. beginning with the first day of the eleventh year of service), employees shall be credited with 14.67 hours of vacation for each month of service.

VACATION DAYS ACCRUAL

<u>Years of Service</u>	<u>Vacation Hours Earned per Month</u>
1 through 4 years	8 hours
5 through 10 years	12 hours
After completing 10 years	14.67 hours

- b. An employee who works part-time shall accrue vacation hours in direct proportion to the number of hours worked each week compared to a full-time (i.e. 40 hour per week) employee. For example, an employee with four years service working 20 hours per week (i.e. 50%), shall accrue 4 hours per month of vacation leave. An employee with twelve years of service working 24 hours per week (60%), shall accrue 8.80 hours per month of vacation leave.
- c. Vacation shall not become a vested right until the completion of six

months of employment. If an employee does not complete an initial six months service and has received pay for vacation days taken off, his/her final salary warrant shall be adjusted by deducting for the vacation time pay the employee received for the days not earned.

- d. A regular (non-probationary employee) may be “fronted” his or her vacation accrual as provided for in Section 8.2.h. below. If an employee is terminated and has taken vacation which has not yet been earned at the time of termination, the District shall be entitled to deduct from the employee’s final check the full amount of salary which was paid for such unearned days of vacation actually taken.
- e. It is the intent of the District that all employees are afforded the opportunity to use earned vacation. Managers and supervisors will be required to work out an annual vacation schedule to ensure that each employee has planned for vacations and that such vacations can be accommodated within the work schedule for the bargaining unit employee.
- f. An employee who has not been able to use vacation hours because of scheduling dictated by management may accumulate a portion of vacation earned for a given year, plus those hours carried over from prior years to be added to the vacation period of the next year. At no time shall an employee with fewer than five years continuous employment accumulate more than 144 hours of vacation time at the end of any fiscal year, or an employee with fewer than ten years continuous employment accumulate more than 192 hours of vacation time, or 240 hours of vacation time off for an employee with ten years or more of continuous employment. Any employee found to have exceeded these limitations shall have sixty (60) days from the time of such discovery during which to take those number of hours which exceed the limit to which that employee is subject according to length of employment. Following the sixty (60) day period, if the number of accumulated vacation hours is exceeded, the District can require scheduled vacation hours until the employee comes into compliance with this section.

- g. The maximum vacation day carry over for an employee in a part-time position shall be in direct proportion to the number of hours worked each week compared to a full-time (i.e. 40 hour per week) employee. For example, an employee with four years service working 20 hours per week (i.e. 50%), may accumulate a maximum vacation day carry over of 72 hours.

MAXIMUM VACATION DAY CARRY OVER AT THE FISCAL YEAR BASED ON YEARS OF SERVICE

<u>Years of Service</u>	<u>Maximum Carry Over Vacation Days Allowed at FY</u>
5 years or less	144 hours max. carry over
Less than 10 years	192 hours max. carry over
10 years or more	240 hours max. carry over

- h. All vacation schedules in excess of one week continuous time shall be established at least two weeks in advance by the employee’s immediate supervisor and approved by the Superintendent/President or appropriate Vice President. An employee shall not be allowed to take vacation in advance of being earned in excess of six days except in cases of emergency and by prior approval of the employee’s immediate supervisor and/or Superintendent/President.
- i. When an eligible employee is terminated for any reason, he or she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of termination.

Section 8.3. Temporary Leaves

Various forms of temporary leave are specifically provided for in District Policy. Most of these various forms of temporary leave qualify for continuance of salary during the period of leave. Some are allowable, but without pay. If an employee is absent temporarily for any reason other than those specified, a full day’s pay for each day of such absence will be

deducted from the employee's salary. However, for partial day absences, deductions shall be prorated. A day's pay for classified staff will be the monthly salary of the individual divided by 22, unless the form of assignment identifies an hourly or daily rate from which the day's pay can be computed. Unless otherwise specified, the lengths of time allowed for the various forms of temporary leave are provided for regular full-time employees.

Employees serving less than full-time five days a week shall be entitled to a pro rata allotment of leave time under the various forms of temporary leave.

Temporary leave without pay for any reason not coming under the provisions of those specified by policies of the District may be granted upon request of an employee at the discretion of the supervisor, and subject to approval of the Superintendent/President.

Section 8.4. Personal Illness and Injury Leave

- a. Any regular full-time employee shall be entitled to temporary leave for absence occasioned by personal illness, injury or necessary consultation and/or treatment by generally recognized medical practitioners in connection with such illness or injury. Said leave shall be a maximum of 12 days annually for 12-month employees working five days a week, and for those employees working five days a week, but less than twelve months a year, the proportionate number days as the number of months employed. For example, a 10 month employee shall be entitled to a maximum of 10 days annually.
- b. An employee granted leave under Section 8.4(a) above shall be entitled to full pay during the absence to which he or she would have been entitled if working.
- c. For any period of leave under this policy, for any employee who has served the District full-time seven or more consecutive years, and who has less than five school months (100 working days) of accumulated

leave to apply to the period of leave, full pay shall be granted for each day of leave beyond the accumulated leave days not to exceed the number of days by which 100 exceeds the days of accumulated leave available, subject to the following conditions:

- (1) The employee who is suffering from a grave or life-threatening illness or injury requests in writing that the eligible leave be credited at full pay;
 - (2) The employee continues to use any accrued sick leave/vacation or other available paid leave until such time as the employee has exhausted all available paid leave prior to the request or utilization of leave at full-pay;
 - (3) The employee has to have been employed by the District for a minimum of seven years, so as to be eligible to apply for such leave at full pay;
 - (4) The employee is suffering from a documented grave or life-threatening illness or injury that is expected to last for one (1) month or more;
 - (5) The employee requesting this leave at full pay provide to the Superintendent/President and CSEA President verification of illness or injury;
 - (6) Verification of District employee's illness or injury shall be by means of a letter or other instrument dated and signed by the sick or injured employee's physician indicating the incapacitating nature and probable duration of the illness or injury.
- d. For any period of leave of five school months or less for any employee with less than five school months (100 working days) of accumulated leave to apply to the period of leave, fifty percent (50%) pay shall be granted for each day of leave beyond the accumulated leave days not to exceed the number of days by which 100 exceeds the days of accumulated leave available (Education Code Section 88196).
- (1) Days of 50% pay as provided for in Education Code Section 88196, shall be computed as of, and run concurrently with, the first day of any absence due to illness or accident.

- (2) Employees will be permitted to use available vacation leave to supplement 50% pay, as provided for in Education Code Section 88196, so long as the combination of the two does not exceed 100% of their normal pay.
- e. The District, at its discretion, may require a doctor's verification or proof of the illness, injury, or medical consultation/treatment necessitating absence for such temporary leave granted under this Article in the event the employee is absent three consecutive days or the District reasonably suspects abuse.
- f. When the nature of the illness or injury is such as to cause the Supervisor to question the employee's readiness to return to full assumption of his or her assignment, the Supervisor or Superintendent/President shall require written verification from a generally recognized medical practitioner as to the nature of the illness and assurances of the employee's ability to return to work.

Section 8.5. Catastrophic Leave Donations Program

The District has established a catastrophic leave program as per Board Policy/Administrative Procedure 7345 to permit employees of the District to donate eligible leave credits when an employee, or a member of his or her family, suffers from a catastrophic illness or injury.

Section 8.6. Part-Time Employees

Part-time employees are entitled to sick leave on the same basis as full-time employees, pro-rated on an hourly basis.

Section 8.7. Personal Necessity Leave

Any employee may elect to use, at his or her discretion, seven days of his or her personal illness or injury leave to which he or she is entitled, in cases of personal illness or injury as prescribed in Education Code Section 88207 and in the following cases as prescribed by the Board of Trustees:

- a. A crisis involving the employee's property or the person or property of the employee's immediate family. ("Immediate Family" as used here and as applied to that phrase where used in Education Code Section 88194 includes only mother, father, husband, wife, son, daughter, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, or daughter-in-law of the employee or any person acting "in loco parentis" to the employee. (Permission to extend this meaning to include any other relative because of extenuating circumstances may be granted by the Superintendent/President).
- b. Illness of a member of the employee's immediate family (as defined above), serious in nature, which under the circumstances the employee cannot reasonably be expected to disregard, and which requires the attention of the employee during his or her assigned hours of service.
- c. The birth of a child making it necessary for an employee who is the father of the child to be absent from his assignment.
- d. Imminent danger to the home of an employee, occasioned by a factor such as flood or fire, serious in nature, which under the circumstances the employee cannot reasonably be expected to disregard, and which requires the attention of the employee during his or her assigned hours of service.
- e. Delay in returning to work because of unavoidable circumstances (flood, storm, vehicle breakdown, public transportation delay, etc.). Number of days of absence on any one occasion shall be no more than reasonable as determined by the supervisor assessing the circumstance causing the delay.
- f. Up to three days provided for Personal Necessity may be taken at the discretion of the individual employee for a bona fide personal necessity not covered elsewhere in this Article. The employee shall not be required to give the reason for taking leave under this provision (F), as long as he or she notifies the Superintendent/President or other

administrative officer in writing of his or her intent at least 48 hours in advance.

- g. The limits and conditions placed upon this form of leave and the manner of applying for and verifying the necessity for such leave shall be prescribed in the Education Code and in administrative rules and regulation of the District.

Section 8.8. Family Care and Medical Leave

- a. Three Days Paid Family Leave. Any regular full-time employee shall be allowed annually (non-cumulative) up to three days of leave with full pay in the event that illness or injury incurred by a member of the employee's family requires the immediate and actual presence of the employee with the ill or injured person. For purposes of this policy section, family shall include only the following persons: mother, father, husband, wife, son, daughter, brother, sister, mother-in-law, father-in-law or any relative of the employee or of the spouse of the employee living in the immediate household of the employee. The District may, at its discretion, require verification of the illness or injury in the event the employee utilizes all three paid family leave days concurrently or the District reasonably suspects abuse.

- b. Eligibility for FMLA/CFRA. Bargaining unit employees having been employed a total of at least 12 months (52 weeks) and who have actually worked at least 1,250 hours during the 12-month period prior to the date the CFRA leave is to commence shall be afforded all benefits under the California Family Rights Act of 1991 (Gov. Code 12945.2) and the Federal Family and Medical Leave Act of 1993 (29 U.S.C. 2601 et seq.). Family Leave shall be limited to a maximum of twelve (12) weeks (or 26 weeks for service member leave or a military caregiver) in any twelve (12) month period measured from the first day of leave taken under the Family Leave Act except as otherwise specified herein. (Govt Code 12945; 2 CCR 11087.)

- c. Definition. “Family Care Leave” means: (1) birth and care for the child of a bargaining unit employee; (2) adoption or placement of a foster child; (3) care of a seriously ill child, spouse, domestic partner, or parent; (4) a serious health condition of the employee making him/her unable to perform job duties; (5) leave for a qualifying servicemember or military caregiver as provided herein; or (6) a qualifying exigency as defined by the applicable law.

- d. Health Coverage. The District shall maintain the bargaining unit employee’s coverage under any applicable health plan for the duration of the leave, except that if more than three (3) months of leave is taken in any twelve (12) month period, (or 26 weeks in the case of Servicemember Family Leave as provided in paragraph Section 8.7.(h) below), the bargaining unit employee is responsible for that additional cost and shall reimburse the District directly.

- e. Other Leave Categories. The bargaining unit employee must substitute any applicable maternity leave, personal necessity leave, vacation leave, personal leave, medical or sick leave, industrial accident and illness leave, or extended illness leave, prior to using the benefits under this section. Such leave days shall run concurrently with and be counted against Family Care Leave and/or Servicemember Family Leave.

- f. Completion of Leave. Following leave, the bargaining unit employee will be restored to a similar position held at commencement of leave for which the bargaining unit employee is qualified.

- g. Family Illness Leave. Pursuant to Labor Code Section 233, an employee may use up to one-half his or her annual accrual of sick leave to tend to the illness of a parent, child, or spouse.

- h. Servicemember Family Leave. A bargaining unit member who is eligible and who is the spouse, son, daughter, parent, or next of kin of a covered service-member shall be entitled to a total of 26 workweeks of leave during a 12-month period to care for the servicemember. The leave described in this paragraph shall only be available during a single

12-month period. “Next of kin,” used with respect to an individual, means the nearest blood relative of that individual. “Covered Servicemember” means a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

- i. As an augmentation of FMLA Leave, during the single 12-month period for Servicemember Leave, an eligible unit member shall be entitled to no more than a combined total of 26 workweeks of leave under FMLA.

Section 8.9. Bereavement Leave

Every person employed in the classified service of any community college District shall be granted a leave of absence, not to exceed three (3) days or five (5) days if out of state or if more than 250 miles (round-trip) travel is required, on account of the death of any member of his or her 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 this code or provided by the Board of Trustees of the District. The Board of Trustees may enlarge the benefits of this section and may expand the class of relatives below as members of the immediate family. Member of the immediate family as used in this section, means the mother, father, grandmother, grandfather, or a grandchild of the employee or the spouse of the employee, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or any relative living in the immediate household of the employee.

In addition to the above stated “Bereavement Leave” an employee who suffers the death of a spouse shall be entitled to an additional seven (7) days of paid leave. If the employee has sufficient sick leave, the employee shall use such sick leave as seven (7) days of personal necessity.

If an employee has less than seven (7) days of available personal necessity (sick leave) then they shall be allowed to borrow personal necessity leave

from a future year to a combined maximum of seven (7) days. For example, if the employee has three (3) days of personal necessity/sick leave available, they will be able to borrow four (4) additional days of personal necessity/sick leave from a future year.

Section 8.10. Judicial and Official Appearances

- a. Any regular full-time employee shall be entitled annually (non-cumulative) to a maximum of three (3) days leave for the purposes of appearing as a witness in court other than as a litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee.
- b. Any regular full-time employee shall be entitled to leave to serve when called for jury duty in the manner provided for by law.
- c. Leaves provided under this section shall be granted with pay for the employee up to the amount of the difference between the employee's regular earnings for the period covered by the leave and any amount he or she receives for juror or witness fees.

Section 8.11. Quarantine Leave

- a. Any regular full-time employee shall be entitled to leave with full pay subject to limitations below for absence from duty because of quarantine which results from his or her contact with other persons having a contagious disease while performing his or her duties, or because of temporary inability to perform the services required of him or her because of said quarantine.
- b. If the period of quarantine extends beyond sixty (60) working days during which the District is required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year, the quarantine shall be treated as a personal illness, and the employee shall be entitled to the same pay enumerated in this Section 8.4(b) "Personal Illness and Injury Leave" of this Article.

- c. This section only applies to quarantine of the employee. If, subsequent to the employee being placed on leave for quarantine, the employee contracts an illness as a result of exposure to the contagious disease, the leave for quarantine shall be terminated and the provisions of personal illness leave policy or job-incurred illness leave policy shall become effective.

Section 8.12. Industrial Accident or Illness Leave

- a. The District shall grant industrial accident or industrial illness leave of absence to unit members as per Education Code section 88192, as described below:
 - (1) Each employee shall become eligible for the benefits provided in this section immediately upon assuming the responsibilities of his or her position.
 - (2) Allowable leave will be for sixty (60) working days for any one industrial accident or illness during any one (1) fiscal year.
 - (3) When an industrial accident or illness leave occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only those days of that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury. (Ed Code 88192(b)(6).)
 - (4) Allowable leave begins on the first day of absence and shall not be cumulative from year to year. (Ed Code 88192(b)(2-3).)
 - (5) Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of compensation award made under Worker's Compensation.
 - (6) The employee will endorse to the District, the temporary disability indemnity checks and the District will issue to the employee his or her regular salary warrant with the usual deductions for retirement and other authorized deductions.
 - (7) The industrial accident or illness leave of absence is to be used in lieu of the employee's accumulated sick leave. When the sixty-day (60) leave period has expired, and the employee is still

disabled, the employee may then elect to take a portion of his or her accumulated sick leave benefits, vacation, or compensatory time, which, when added to his or her temporary disability indemnity, will result in payment to him or her of not more than his or her full salary. (Ed Code 88192(c.)

- (8) During this period of temporary disability (after the sixty-day (60) leave period has expired), as long as the employee has sick leave, vacation, or compensating time off available for his or her use, the District shall require that the temporary disability check be endorsed payable to the District. The District shall then cause the employee to receive his or her normal wages.
- (9) When such leave, vacation, compensatory time off, or other applicable paid leave is used in conjunction with temporary disability benefits derived from Worker's Compensation, it shall be reduced only by the amount necessary to provide a full day's wages or salary when added to the temporary disability benefits.

- b. When all applicable leave of absence, paid or unpaid, has been exhausted, and if the employee is not medically able to assume the duties of his or her position, he or she shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months. When available during the thirty-nine (39) month period, he or she shall be employed in a vacant position in the class of his or her previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case, he or she shall be listed in accordance with appropriate seniority regulations.

Section 8.13. Long-Term Leaves

- a. An employee, upon written request, may be granted a long-term leave of absence by the Board. No such leave of absence may be extended beyond twelve months, except by renewal by the Board. Long-term leaves shall, as much as possible, be coincident with the regular college or fiscal year.

- b. Except as may be required by law, long-term leave will not normally be granted to a probationary employee.
- c. Such leave shall not constitute a break in continuity of service, but the period of leave shall not be considered as employment for the various purposes of computing cumulative years of service in the District, including advancement on any salary schedule.
- d. Upon expiration of the leave, the employee shall be reinstated in the position held by him or her prior to the leave, or in a position comparable in responsibility, there being no assurance implied herein of return to an exact assignment held prior to the leave. The Board reserves the right, subject to applicable provisions of the law, to make such change in position assignment of the employee upon his or her return from leave that will best serve the interests of the District.

Section 8.14. Pregnancy Disability Leave

- a. Employees covered by this agreement shall be entitled to use personal illness leave (sick leave) for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence for other illness, injuries, or medical disabilities. Such leave shall not be used for child care, child rearing, or preparation for child bearing, but shall be limited to those disabilities caused or contributed to by pregnancy, miscarriage, childbirth, or recovery therefrom.
- b. The length of such pregnancy disability leave, to include specific dates, shall be determined by the employee and employee's physician. An employee may continue in active employment as late into her pregnancy as she desires, provided she is able to properly perform her required duties and responsibilities and has submitted the necessary doctor's certificate.
- c. An employee shall be entitled to leave without pay or other benefits for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, or recovery therefrom when all current accumulated sick leave and paid vacation has been exhausted for a cumulative period of at least four (4) months. (Govt. Code 12945(a); 2 CCR 11042.)

- d. Pregnancy disability leave is separate and distinct from leave under the California Family Rights Act (CFRA). An eligible employee may also be eligible for up to an additional twelve (12) weeks of CFRA leave to bond with the baby, or for another CFRA qualifying event such as to bond with an adopted child, or to care for a parent, spouse or child with a serious health condition. (2 CCR 11046)
- e. This policy shall be construed as requiring the Governing Board to grant leave with pay only when it is necessary to do so in order that leaves of absence for disabilities caused or contributed to by pregnancy, miscarriage, or childbirth be treated the same as leaves for other illness, injuries, or disabilities.
- f. Employees who are granted leave with pay under the provisions of this Article or on an unpaid leave pursuant to California Pregnancy Disability Leave, Family Care and Medical Leave or the California Family Rights Act shall continue to be eligible for health and welfare benefits under prevailing terms and conditions provided by Article 3 to the extent provided by law.
- g. Whenever the District determines that it may be appropriate to require additional verification of the extent of any disability referred to above, said verification shall be achieved through one of the following two methods with the option to be exercised by the affected employee; in the event the employee does not exercise an option upon request, the District may proceed with procedure "#1" below:
 - (1) District management may require a verification of the extent of disability through a physical examination of an employee by a physician appointed by the District, at District expense; or,
 - (2) An additional examination shall be conducted by the employee's physician at District expense. In the event the employee chooses to exercise this option, the employee's physician verification shall be on a form provided by the District.

Section 8.15. Parental - Child Bonding Leave

- a. Effective January 1, 2017, full and part-time unit members who have completed one year of employment with the District shall be entitled to up to twelve weeks of parental leave pursuant to Education Code § 88196.1.
- b. For purposes of this section, “parental leave” shall be defined as leave for reason of the birth of the unit member’s child, or the placement of a child with the unit member for adoption or foster care.

- c. Any eligible full or part-time unit member who has exhausted all current and accumulated sick leave due to absence for child-bonding, but who continues to be absent due to child-bonding as defined under the California Family Rights Act (CFRA; Government Code section 12945.2), shall be entitled to 50% pay for any of the remaining portion of the twelve (12) workweek period. Such 50% pay shall be paid as set forth in Section 8.4 above but shall not count against the leave entitlement set forth in that Section. The unit member may also elect to use any vacation leave for child-bonding leave.
- d. Any leave taken under this section shall count against any entitlement to child-bonding leave under the California Family Rights Act and the aggregate amount of leave taken under this section and CFRA shall not exceed twelve (12) workweeks in any twelve (12) month period. If a fiscal year concludes before the 12-workweek period is exhausted, the employee may take the balance of the 12-workweek period in the subsequent fiscal year.
- e. Leave under this section shall be in addition to any leave taken for pregnancy or childbirth-related disability.
- f. Except for extenuating circumstances, a unit member shall give at least ten (10) working days' notice of the birth of a child and intent to take parental/leave under this section.
- h. Leave shall be taken in increments of at least two (2) weeks' duration except that the District shall allow for periods that are less than two weeks on two occasions during the 12-workweek leave. Leave begun under this section must be completed within twelve (12) months of the birth of the child or placement for adoption or foster care.

Section 8.16. Personal Leave

- a. The Board recognizes that circumstances in the lives of employees may occasionally determine a compelling and reasonable need to interrupt

continuing service with the District for a period of six (6) months to one (1) year, and that such need may not qualify for leave under the several forms of leave available to employees.

- b. Any regular full-time permanent employee may submit a written request for personal leave for six (6) months to one (1) year. Granting of such leave will be considered on the basis of the need, of which the Board shall be judge, and in terms of the availability of an adequate replacement for the employee during the period of leave. Such leave granted shall be without pay.
- c. Personal leave under this policy will also be granted to permanent or probationary female employees terminating a maternity leave as provided in the policy on maternity leave.

Article 9

LAYOFF AND REEMPLOYMENT

Section 9.1. Definitions and Reason for Layoff

- a. Employee - An employee, for the purposes of this Article, is a permanent or probationary employee of the classified bargaining unit.
- b. Layoff – A layoff is a reduction in force or a reduction of hours of classified employees.
- c. Classification – A specific job and/or job title.
- d. Class – The job family, such as Clerical or Maintenance
- e. Seniority – For the purposes of this Article seniority means date of hire in a class plus higher classes as regular employee.
- f. Effective Date of Layoff or Termination Date – Shall be the last actual working day.

Section 9.2. Notice of Layoff

- a. When, as a result of reduction or elimination of the service being performed by any department and where classified employees are subject to layoff for lack of work or funds, affected employees shall be notified personally or by certified mail sent to the most recent address provided to the District by the employee as per Education Code section 88017.
- b. The layoff notice shall contain:
 - (1) The reason for layoff and its effective date;
 - (2) The employee’s displacement (bumping) rights (if any);
 - (3) The employee’s reemployment rights;
 - (4) A statement of the employee’s rights to representation by the Exclusive Representative;
 - (5) A copy of each layoff notice shall be sent to CSEA Chapter 180 President.

Section 9.3. Displacement of Bargaining Unit Work

- a. No employee of the classified service shall be laid off from any position while employees serving under emergency, provisional, or limited-term employment are retained in positions of the same classification. A classified employee may not be laid off if a short-term employee is retained to render a service that the classified employee is qualified to render.
- b. Upon return to work, all time during which an employee was in laid off status, that shall be counted for seniority purposes not to exceed thirty-nine (39) months, in addition to seniority earned prior to the effective date of layoff, except that during such time the employee will not accrue vacation, sick leave, holidays, or other leave benefits.

Section 9.4. Bumping Rights

- a. In the event of a layoff in any classification (specific job), the layoff will be in reverse order of seniority within the class (job family). The employee with the least seniority in the class (job family) will be the first laid off in the affected classification (specific job). In the event that a bargaining unit employee receiving a notice of layoff cannot exercise bumping rights within his or her classification (specific job), he or she may exercise his or her class (job family) seniority bumping rights, if qualified to serve in lower classifications within the class.
- b. Those employees laid off shall be eligible for reemployment in the classification from which they were reduced or eliminated for a thirty-nine (39) month period and shall be reemployed in the reverse order of layoff.
- c. Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights

as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to 24 months.

- d. A bargaining unit employee who has suffered a reduction in hours or layoff shall receive priority consideration for any vacancy for which he or she qualifies and applies before consideration is given to any outside applicant.
- e. “Qualified” means meeting the minimum requirements of a job description.

Section 9.5. Time Line to Exercise Bumping Rights

Once the notification of layoff is received, an employee who has displacement rights must notify the Chief Human Resources Officer of his or her intention to exercise bumping rights within (7) calendar days.

Section 9.6. Layoff in Lieu of Bumping

An employee who elects a layoff in lieu of bumping shall maintain his or her re-employment rights as defined under this Article.

Section 9.7. Seniority Roster

The District shall provide CSEA, Chapter 180, with an updated seniority roster annually by January 31 of each year, as well as 45 days before the effective date of any layoff(s).

Section 9.8. Applicable Provisions

All other provisions pertaining to layoff and reinstatement found in the California Education Code shall be applicable to any layoff or reinstatement.

Article 10

GRIEVANCE PROCEDURE

Section 10.1. Purpose

The purpose of this Article is to provide a procedure for the processing of grievances pertaining to a dispute, which is defined in Section 10.2.

Section 10.2. Definitions

- a. A "grievance" is a claim by a unit member or by CSEA of an alleged violation, misinterpretation, or misapplication of the express terms of this Agreement, which adversely affects a unit member or members. Other employer/employee relations matters are not within the scope of this procedure.
- b. A "day" means a day on which the District administrative office is open for business.
- c. "Supervisor" is the administrator having immediate jurisdiction over the matter, which gave rise to the grievance.
- d. A "grievant" is a unit member or CSEA who has asserted grievance.
- e. A "multiple grievance" is an identical grievance filed by more than two grievants at the same time, or by CSEA on behalf of multiple bargaining unit employees.
- f. A "party in interest" is any employee who might be required to take action, or against whom action might be taken in order to resolve a grievance.
- g. A "representative" for purposes of unit member representation, is a job steward, CSEA staff representative, or legal counsel approved by CSEA in writing, assisting the grievant or grievants in presenting and

processing a grievance.

Section 10.3. Level I - Informal Resolution

The unit member or CSEA representative shall meet with the immediate supervisor of the affected party in interest to discuss the potential grievance in an attempt to resolve it informally. The grievant has the right to a representative at the informal level. If the potential grievance is not resolved at this level, the unit member or CSEA may proceed to Level II.

Section 10.4. Level II - Formal Written Procedures

A unit member or CSEA representative must initiate a formal grievance by filing a completed grievance form with the immediate supervisor within 15 days of the event giving rise to the grievance, or within 15 days of when the unit member should reasonably have known of the event. Upon request, a grievance form shall be provided by the District. All written grievances presented at this level shall include the following information:

- a. A description of the specific grounds of the grievance, including names, dates and places necessary for a complete understanding of the grievance.
- b. A listing of the provisions of this Agreement, which are alleged to have been violated, misinterpreted or misapplied.
- c. A listing of specific actions requested of the District, which will remedy the grievance.
- d. If requested by either party, a conference will be held within 15 days after receipt of the written grievance. The grievant and the supervisor may each request the presence of a representative at any conference.
- e. The supervisor or his or her representative shall render a written decision to the grievant(s) within 15 days after the conference with the grievant or if no conference is requested, within 15 days of receipt of

the written grievance.

Section 10.5. Level III - Appeal to the Superintendent

- a. Should the proposed decision at Level II be deemed unsatisfactory, the grievant may, within 15 days after receiving the written response from the immediate supervisor, appeal the decision to the Superintendent/President by forwarding the original grievance form, the proposed decision at Level II and a written request of appeal to the Superintendent/President.
- b. The Superintendent/President, upon receiving the filed grievance, will investigate the situation and prepare a proposed decision within 15 days. The proposed decision shall be in writing and a copy will be sent to the grievant and the supervisor involved. The Superintendent/President may schedule a conference with the grievant and his or her representative. If such a conference is scheduled, a written decision shall be prepared within 15 days after the conference.

Section 10.6. Level IV - Mediation (Optional)

Prior to the submission of a grievance to Level V, either CSEA or the District may request that the parties utilize the services of the State Conciliation Service for mediation and recommendation regarding the outcome of the grievance. Such request shall be made within 15 days of receipt of the Superintendent/President's proposed decision. If a satisfactory resolution of the grievance is achieved by means of this mediation process, both parties to the grievance shall sign a written statement to that effect and shall waive any right to a further appeal of the grievance.

Section 10.7. Level V - Binding Arbitration

If the grievant or the District is unwilling to accept the recommended resolution submitted by the mediator under Level IV or the parties do not participate in mediation under Level IV, CSEA may forward a written

request for binding arbitration to the State Conciliation Service, with a copy to the Superintendent/President, within 15 days of the mediation session held pursuant to Level IV or within 15 days after receipt of the Superintendent/President's decision under Level III if the parties determine not to participate in Level IV procedures.

Section 10.8. Selection of Binding Arbitrator

The parties shall request the California State Conciliation Service to provide a list of five names of persons experienced in arbitration. Upon receipt of such list, each party shall alternately strike names until only one name remains. The remaining name shall be the binding arbitrator. The order of the striking shall be determined by lot.

Section 10.9. Expenses of Binding Arbitrator

The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and CSEA. All other expenses shall be borne by the party incurring them. With the exception of the cost of the preparation of the official transcript of the hearing, which shall be borne by the District as explained in Article 10.10(E) above, all other costs will be borne by the party incurring them.

Section 10.10. Conduct of Hearing

The arbitrator shall, as soon as possible, hear evidence and render a decision regarding the merits of the submitted grievance.

- a. The arbitration hearing shall occur within the geographic confines of the District unless another location is mutually agreed to by the parties and the arbitrator.
- b. Notification of the time and location of the hearing shall be provided by the arbitrator to the parties or to their representatives no less than 15 days prior to the scheduled hearing. Either party may object to the scheduled arbitration date in the event a conflict exists.

- c. Both parties shall notify the other party of witnesses to be presented at the arbitration hearing.
- d. No documentary evidence may be presented at the arbitration hearing, which has not been disclosed to the other party at least five days prior to the hearing.
- e. An official transcript of testimony and a record of exhibits shall be prepared at the hearing.

Section 10.11. Authority of Binding Arbitrator

- a. The arbitrator's decision shall be final and binding upon the parties hereto, and shall be in writing and shall set forth his or her findings of fact, his or her reasoning, conclusions, and remedy. The arbitrator's authority shall be limited to deciding the issues submitted by the parties, and the arbitrator shall have no power or authority to add to, subtract from, alter, delete, amend, or modify the terms of this Agreement or the written policies, rules, regulations, and procedures of the District. In the event the issue of arbitrability is raised, it shall first be submitted to the arbitrator, prior to a consideration, if any, of the merits.
- b. The arbitrator is without power or authority to make any award which requires the commission of an act prohibited by law or which is violative or contradictory to the express terms of this Agreement.
- c. The arbitrator shall render a written award which shall be served upon both parties via certified mail, return receipt requested. The award shall set forth the arbitrator's findings of fact, reasoning, and conclusions on the questions submitted for arbitration.

Section 10.12. General Provisions

- a. Any grievant who desires to have a grievance adjudicated under this procedure must pursue an Informal Resolution (Level I) within 15 days

of the date he or she has knowledge of the act or omission giving rise to the grievance, or within 15 days of when the unit member could have reasonably known of the event. Any grievance not properly pursued within the time lines set forth herein shall be deemed to have been waived and may not be considered under any section of this Article.

- b. If a grievance arises from action or inaction above the level of an immediate supervisor, or impacts multiple employees in different departments, the grievant may (subject to the applicable time limits) submit the grievance in writing to the Superintendent immediately at Level III.
- c. Time guidelines set forth in this grievance procedure may be extended by mutual consent of the grievant and the District.
- d. The time limits contained herein are considered maximum time limits; however, time limits may be extended by mutual agreement. In the event the grievant fails to meet a time limit, such failure shall constitute a waiver of the grievance. If a decision is not given to the grievant within the time limits specified herein, an appeal may be taken to the next level.
- e. The failure of the grievant to respond to reasonable conference opportunities within the time lines specified herein shall terminate the grievance.
- f. By mutual consent of both parties steps in this procedure may be omitted.
- g. In the event the grievant is not CSEA, the District shall not agree to the resolution of any grievance with an individual employee(s) until CSEA has received a copy of the grievance and its proposed resolution and has been given the opportunity to file a response.
- h. A grievant may withdraw a grievance at any time.

- i. Affected unit members shall be granted reasonable periods of release time to investigate and process grievances.

- j. Action by a unit member to challenge or change the provisions of this Agreement or the policies of the District is not within the scope of the grievance procedure.

Article 11

DISCIPLINARY PROCEDURES

Section 11.1. General Provisions

- a. The provisions relating to disciplinary actions as set forth hereinafter shall apply only to permanent classified employees of the District, i.e., those employees who have satisfactorily completed a twelve (12) month probationary period.
- b. The continued employment of any employee is contingent upon acceptable performance of assigned duties and personal fitness.
- c. Any employee may be subject to discipline for just cause.
- d. "Discipline" shall include the following: suspension, reduction in pay, demotion or dismissal as defined below, except as otherwise provided hereinafter. Discipline shall not include layoffs for lack of work or lack of funds, or a reduction in pay which is part of a general plan to reduce salaries or to eliminate positions.
- e. "Suspension"-Temporary removal of an employee from his position with loss of pay as a disciplinary measure.
- f. "Demotion"-Reduction of an employee from a class or grade having a higher salary rate to a class or grade having a lower salary rate for disciplinary purposes.
- g. "Dismissal-Separation", discharge or permanent removal of an employee from his position, for cause, in accordance with the provisions of the Education Code and these rules.
- h. "Just cause" shall include but is not limited to the following:
 - (1) Incompetence or inefficiency in the performance of the duties of a

position.

- (2) Inability or failure to perform assigned duties due to the failure or refusal to meet job qualifications (including but not limited to failure to pass required tests or to meet District insurability requirements).
- (3) Insubordination (including but not limited to the failure or refusal to perform.)
- (4) Carelessness or negligence in the performance of duties or in the care or use of District property.
- (5) Discourteous, offensive or abusive conduct or language toward other employees, students, or the public.
- (6) Dishonesty (including but not limited to the handling of District funds or property, falsifying District records, or reporting time on and off the job).
- (7) Possession of and/or drinking alcoholic beverages on the job, or reporting to work under the influence of alcohol.
- (8) Possession of and/or use of a narcotic or restricted substance on the job, or reporting to work under the influence of a narcotic or restricted substance.
- (9) Conviction of any crime, involving moral turpitude.
- (10) Violation or abuse of absence or leave rules.
- (11) Prolonged or permanent physical disability which incapacitates the employee from the performance of assigned duties.
- (12) Abandonment of position (the absence of the employee without notice and/or just cause for three (3) consecutive working days).
- (13) Violation of the Education Code, rules and regulations of the District, or safety rules made applicable to the District.
- (14) Falsifying any information supplied to the District (including but not limited to information on application forms, employment records or other District records).
- (15) Willful conduct unbecoming an employee of the District, indicative of an unfitness to perform.
- (16) Conduct of personal business for personal gain while on work assignments.
- (17) Refusal to take and subscribe any oath or affirmation which is required by law in connection with employment by the District.

- i. In all cases involving disciplinary action, the person proposing such action shall file a written recommendation with the Secretary of the Board of Trustees.
- j. No disciplinary action shall be taken against any permanent employee for any cause which arose prior to the employee's becoming permanent, or for any cause which arose more than two (2) years preceding the date of the filing of the notice of disciplinary action unless such cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.
- k. Actions in connection with disciplinary matters shall not be subject to grievance procedures which are set forth in Article 10 (Grievance Procedure).
- l. Unit members shall be entitled to representation during interviews with management which the unit member reasonably believes may lead to suspension without pay, demotion or a dismissal.

Section 11.2. Disciplinary Procedure

This section shall be applicable to demotion, reduction in pay, suspension without pay and dismissal.

Section 11.3. Pre-disciplinary Procedures

Any employee proposed to be disciplined shall receive written notification of intended disciplinary action. Notification shall be deemed sufficient when it is delivered in person to the employee or when it is deposited in the U.S. Certified Mail, postage prepaid, and addressed to the last known address of the employee. The notice of intended disciplinary action shall be issued by the Superintendent/President or his designees.

- a. The pre-disciplinary notice shall contain the following:
 - (1) A statement of the proposed disciplinary action.
 - (2) A statement of the reasons for such action.
 - (3) A copy of the charges and materials upon which the action is based.
 - (4) A statement that the employee has the right to respond, either orally or in writing to the Superintendent/President or his designee who is authorized to investigate and determine the facts of the matter and to make recommendations preliminary to a decision by the Board.
- b. The employee shall be given at least five (5) calendar days notice of the time and place of the meeting at which the Superintendent/President will consider the employee's response to the proposed disciplinary action.
- c. The employee shall be afforded the opportunity to present any evidence or information relevant to the charges and the proposed disciplinary action. The employee shall be entitled to be represented by counsel or any other person chosen by the employee.
- d. When, in the opinion of the Superintendent/President it is necessary to immediately remove the employee due to potential harm to the public, district property, or other employees, the employee may be placed on paid administrative leave. In such cases, written notice shall be served on the employee, and shall contain a statement of the reasons therefore. The notice shall be served as soon as possible thereafter in view of the circumstances.

Furthermore, the Superintendent/ President of the college, or in his or her absence, the person designated to act as chief administrative officer, may, after serving a notice of proposed disciplinary action to the employee and affording the employee an opportunity to present any information or evidence relevant to the charges, take action to suspend with or without pay any such classified employee pending disciplinary hearing before a binding arbitrator or the Board of Trustees.

Section 11.4. Notice of Discipline and Right to Evidentiary Hearing

A permanent classified employee may be considered for suspension, demotion, or dismissal, by the Board on the recommendation of the Superintendent/President initiated by the Superintendent/President's filing with the Board and serving upon the effected employee a notice of disciplinary action.

- a. The Notice of Disciplinary action and Right to Evidentiary Hearing shall contain the following:
 - (1) A clear and concise statement of the specific acts and/or omissions upon which the action is based.
 - (2) A statement of the cause for the action.
 - (3) If it is claimed that the employee has violated a rule or regulation of the District, a statement of the rule or regulation.
 - (4) A statement of the action taken.
 - (5) A statement that the employee has a right to a hearing on the charges.
 - (6) A card or paper, signing and filing of which shall constitute a demand for an evidentiary hearing. The employee shall have the right to file notice of defense setting forth any matters which he or she desires or feels appropriate.
- b. If the employee desires a hearing on the disciplinary action, the written request must be filed with the Secretary of the Board of Trustees within ten (10) working days after service of the written notification to the employee. Failure of the employee to file a timely request shall constitute a waiver of the right to a hearing.
- c. If the employee fails to file a timely request for a hearing, the decision of the Board of Trustees shall be final and conclusive.
- d. If the employee files a timely request for a hearing, the Board of Trustees shall conduct a full evidentiary hearing at a designated time

and place within a reasonable time after receipt of the request from the employee. The Board may appoint a competent hearing officer of its choosing and at its own expense to hear the matter and recommend a decision to the Board as hereinafter provided. The employee shall be given at least ten (10) calendar days notice of the time and place of the hearing unless such notice is expressly waived in writing by the employee.

- e. The hearing shall be conducted in the manner most conducive to determination of the truth, and the Board of Trustees and the hearing officer shall not be bound by technical rules of evidence. Decisions made shall not be invalidated by a non-prejudicial error in the procedure. The Board or the hearing officer shall determine the relevancy, weight and credibility of testimony and evidence, and shall base findings on the preponderance of evidence.
- f. Each side shall be permitted an opening statement and closing argument. The District may present witnesses and evidence to sustain the charges, and the employee may then present witnesses and evidence in rebuttal. Each side will be allowed to examine and cross-examine witnesses.
- g. The Board of Trustees or the hearing officer may, prior to or during a hearing, grant a continuance for any reasons believed to be important to the reaching of a fair and proper decision.
- h. The Hearing Officer's decision shall be advisory and in writing and shall set forth his or her findings of fact, his or her reasoning, and conclusions. The Hearing Officer's authority shall be limited to deciding the issues submitted by the parties; the Hearing Officer shall have no power or authority to add to, subtract from, alter, delete, amend, or modify the terms of this agreement or the written policies, rules, regulations, and procedures of the District.
- i. If the Board of Trustees has conducted the hearing it shall prepare or cause to be prepared written findings setting forth the charges, if any,

which are sustained, the reasons therefore, and the disciplinary action, if any, invoked. If a hearing officer has conducted the hearing proposed findings shall be submitted to the Board. Such written findings shall be prepared and served upon the employee within thirty (30) days after the matter has been considered by the Board in closed session. The Board may sustain, reject or modify the proposed disciplinary action. If deemed necessary the Board may refer the matter back to the hearing officer for additional findings and recommendations or review the record and make its own findings. The decision of the Board shall be final and conclusive.

- j. If the Board of Trustees rejects or modifies the proposed decision from their hearing officer, the Board may order all or part of the employee's full compensation from the disciplinary action be paid, and shall order appropriate disposition of the case.
- k. The employee, or a designated representative, may obtain a copy of the transcript of the hearing upon request, and shall pay for the cost thereof.

Section 11.5. Binding Arbitration

As an alternative to the procedure set forth in Section 11.4 above, CSEA may request to submit an appeal of a reduction in pay, demotion, dismissal or a suspension of six (6) days or more to binding arbitration. CSEA must submit such a request in writing to the Superintendent/President within ten (10) working days after the employee is served with the Notice of Discipline as explained in Section 11.4 above.

- a. The Binding Arbitrator shall be selected by the mutual consent of the District and the Association. If the parties are unable to mutually agree upon the selection of an arbitrator, the District shall contact the California State Mediation and Conciliation Service to request a panel of seven individuals preferably with experience in public school district discipline. Within ten (10) working days of receiving the list, the employee or his or her designated representative shall either meet with or telephone the District's representative to select an arbitrator. The

parties shall alternatively delete from the list until one (1) name remains, and the last name remaining shall be selected as the arbitrator. The District representative shall promptly notify CSMCS of the parties' selection.

- b. The Binding Arbitrator shall conduct the hearing in accordance with Section 11.4 above, and the Binding Arbitrator's authority is subject to the same limitations as provided for in Section 11.4(h) above, except that the arbitrator's written decision shall be final and binding.
- c. The fees and expenses of the Binding Arbitrator shall be paid one-half by the District and one-half by the Association.

Section 11.6. Effect of Dismissal

- a. Dismissal of any employee from the classified service shall:
 - (1) Constitute dismissal of the same date from any and all positions which the employee may hold in the classified service.
 - (2) Result in automatic removal of the employee's name from any and all employment lists on which it may appear.
 - (3) Terminate the salary of the employee as of the effective date of dismissal, except that the employee shall be compensated for any unpaid salary, unused and accumulated earned vacation accrual and unused compensatory time off to the employee's credit as of the date of dismissal.

Article 12

GENERAL PROVISIONS

Section 12.1. Discrimination

No employee in the bargaining unit shall be appointed, reduced, removed, or in any way favored or discriminated against because of his or her political opinions, religious beliefs, or because of race, national origin, marital status, age, sex, or physical handicap. An employee who feels that he or she has been discriminated against shall exhaust all redress through the grievance procedure provided herein before filing such charges with any other governmental agency having jurisdiction.

Section 12.2. Consultation

a. Right of Consultation

The provisions of Government Code Chapter 10.7, notwithstanding, the District will consider requests by the CSEA for privileges of consultation on matters outside the scope of bargaining. Such requests shall be in writing and shall specify the topics to be considered. CSEA acknowledges the right of the District to request consultation on any matter outside the scope of bargaining.

b. Procedure

Following approval of a CSEA request for consultation or a District request for consultation, a meeting will be scheduled at a mutually convenient time. The College Superintendent/President will serve as Chairman, and minutes will be kept and distributed to those present within three days following the meeting. The nature of such consultation discussions will be brought to the Board of Trustees for its consideration.

Section 12.3. Concerted Activities

It is agreed and understood that there will be no strike, work stoppage, slow-down, picketing, or refusal to fully and faithfully perform job functions and responsibilities, or other interference with the operation of the District by the Association or its officers, agents, or members during the terms of this Agreement. The Association recognizes the duty and obligations of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination by the District.

Section 12.4. Representation on Standing Committees

CSEA shall have representation, appointed by the CSEA Chapter President, on all standing committees. Written guidelines shall be provided to each appointed committee member defining the responsibilities and goals of each committee.

Section 12.5. Terms and Conditions

The District shall not make any changes regarding the terms and conditions of employment which are specifically stated in the contract, without notification of negotiations with CSEA as provided by applicable law.

Section 12.6. Terms of Reopeners

Except during reopener negotiations as provided for below in Article 13.5, during the negotiations process proposals regarding new subjects of bargaining may be exchanged on any Article, section, or new subjects, provided the parties proceed under Section 3547(d) of the Government Code.

Section 12.7. Attestation

- a. This Agreement constitutes the full and complete Agreement between the District and CSEA. The provisions herein specified relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

- b. If during the life of this Agreement there exists any applicable law or any applicable rule, regulation or order issued by the State of California or by the Federal Government which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation or order shall remain in force. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect. In the event of suspension or invalidation of any Article, or Section of this Agreement, the parties agree to meet and negotiate within thirty (30) days after such determination for purpose of arriving at a mutually satisfactory replacement for such Article or Section.

Article 13

IMPLEMENTATION & DURATION OF AGREEMENT

Section 13.1. Agreement

This agreement, entered into between the Board of Trustees Palo Verde Community College District, herein referred to as the “District,” and CSEA and its Chapter 180 at Palo Verde College, herein referred to as “CSEA,” is made pursuant to Chapter 10.7, Section 3540-3549 of the Government Code as filed with the Secretary of State on 9/21/81, to provide terms and conditions of employment of the members of the bargaining unit during the term of this agreement.

Section 13.2. Recognition

The District recognizes the CSEA as the exclusive bargaining agent for all full and part-time classified employees of the District, including those in categorically funded programs of indeterminate duration, and excluding those employees who are designated by the Board as Confidential, Management or Supervisory. CSEA acknowledges its obligation to represent all members of the bargaining unit, including any individual or individuals in the CSEA classified bargaining unit who are service fee payers or conscientious religious objectors. The District shall continue its recognition of CSEA as exclusive bargaining agent until CSEA is decertified in accordance with Article 5 of Chapter 10.7 of the Government Code.

Section 13.3. Interim Negotiations

Interim negotiations on single items within the scope of bargaining may be conducted upon the mutual consent of the CSEA and the District. Such interim negotiations shall proceed without undue delay.

Section 13.4. Term of Agreement

This collective bargaining agreement between the parties is effective from July 1, 2018 through June 30, 2021.

Section 13.5. Reopeners

The parties agree that for 2019-2020 either party may request to reopen on Article 3 - Compensation and Health and Welfare Benefits and any other mutually agreed upon Articles.

The parties agree that for 2020-2021 either party may request to reopen on Article 3 - Compensation and Health and Welfare Benefits, plus one Article of choice each and any other mutually agreed upon Articles.

The 2018-2021 Collective Bargaining Agreement was ratified by the California School Employees Association Chapter 180 membership on October 2, 2018, and approved by the Palo Verde Community College District Board of Trustees on February 12, 2019, respectively, and is effective July 1, 2018.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers thereof effective on the day and year set forth herein.

BOARD OF TRUSTEES PALO VERDE
COMMUNITY COLLEGE DISTRICT

CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION and its CHAPTER 180

George Thomas, President
Palo Verde Community College
Board of Trustees

Rich Soto, President
CSEA Chapter 180

Don Wallace, Superintendent/President
Palo Verde Community College

Brandy Chavez, Vice President
CSEA Chapter 180

Dale Wissman
CSEA Labor Relations Representative

APPENDIX A: SALARY SCHEDULES

APPENDIX A-1:

FULL-TIME CLASSIFIED EMPLOYEES

DISTRICT 05 - PALO VERDE COMMUNITY COLLEGE

Schedule ID: 201 / Effective Date: 07/01/2018

Row	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
1	2,557	2,686	2,820	2,960	3,110	3,264	3,428	3,599
2	2,686	2,820	2,960	3,110	3,264	3,428	3,599	3,780
3	2,820	2,960	3,110	3,264	3,428	3,599	3,780	3,968
4	2,960	3,110	3,264	3,428	3,599	3,780	3,968	4,166
5	3,110	3,264	3,428	3,599	3,780	3,968	4,166	4,374
6	3,264	3,428	3,599	3,780	3,968	4,166	4,374	4,594
7	3,428	3,599	3,780	3,968	4,166	4,374	4,594	4,823
8	3,599	3,780	3,968	4,166	4,374	4,594	4,823	5,065
9	3,780	3,968	4,166	4,374	4,594	4,823	5,065	5,318
10	3,968	4,166	4,374	4,594	4,823	5,065	5,318	5,584
11	4,166	4,374	4,594	4,823	5,065	5,318	5,584	5,863
12	4,374	4,594	4,823	5,065	5,318	5,584	5,863	6,155
13	4,594	4,823	5,065	5,318	5,584	5,863	6,155	6,464
14	4,823	5,065	5,318	5,584	5,863	6,155	6,464	6,786
15	5,065	5,318	5,584	5,863	6,155	6,464	6,786	7,126

Board Approval: 8/14/2018

APPENDIX A-2:

**PART-TIME CLASSIFIED EMPLOYEES
DISTRICT 05 - PALO VERDE COMMUNITY COLLEGE**

Schedule ID: 207 / Effective Date: 07/01/2018

Row	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
1	14.53	15.26	16.02	16.82	17.67	18.55	19.48	20.45
2	15.26	16.02	16.82	17.67	18.55	19.48	20.45	21.48
3	16.02	16.82	17.67	18.55	19.48	20.45	21.48	22.54
4	16.82	17.67	18.55	19.48	20.45	21.48	22.54	23.66
5	17.67	18.55	19.48	20.45	21.48	22.54	23.66	24.86
6	18.55	19.48	20.45	21.48	22.54	23.66	24.86	26.10
7	19.48	20.45	21.48	22.54	23.66	24.86	26.10	27.40
8	20.45	21.48	22.54	23.66	24.86	26.10	27.40	28.78
9	21.48	22.54	23.66	24.86	26.10	27.40	28.78	30.22
10	22.54	23.66	24.86	26.10	27.40	28.78	30.22	31.73
11	23.66	24.86	26.10	27.40	28.78	30.22	31.73	33.31
12	24.86	26.10	27.40	28.78	30.22	31.73	33.31	34.97
13	26.10	27.40	28.78	30.22	31.73	33.31	34.97	36.73
14	27.40	28.78	30.22	31.73	33.31	34.97	36.73	38.57
15	28.78	30.22	31.73	33.31	34.97	36.73	38.57	40.50

Board Approval: 8/14/2018

APPENDIX A-3:

CDC FULL-TIME CLASSIFIED EMPLOYEES

DISTRICT 05 - PALO VERDE COMMUNITY COLLEGE

Schedule ID: 302 / Effective Date: 01/01/2018

Row	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
1	1,936	2,033	2,134	2,241	2,353	2,471	2,594	2,724
2	2,033	2,134	2,241	2,353	2,471	2,594	2,724	2,860
3	2,134	2,241	2,353	2,471	2,594	2,724	2,860	3,003

CDC FULL-TIME CLASSIFIED EMPLOYEES

DISTRICT 05 - PALO VERDE COMMUNITY COLLEGE

Schedule ID: 302 / Effective Date: 01/01/2019

Row	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
1	2,112	2,218	2,328	2,445	2,567	2,696	2,830	2,972
2	2,218	2,328	2,445	2,567	2,696	2,830	2,972	3,121
3	2,328	2,445	2,567	2,696	2,830	2,972	3,121	3,277

APPENDIX A-4:

**CDC PART-TIME CLASSIFIED EMPLOYEES
DISTRICT 05 - PALO VERDE COMMUNITY COLLEGE**

Schedule ID: 303 / Effective Date: 01/01/2018

Row	RANGE 1	RANGE 2	RANGE 3	RANGE 4	RANGE 5	RANGE 6	RANGE 7	RANGE 8
1	11.00	11.55	12.13	12.74	13.38	14.05	14.75	15.49
2	11.55	12.13	12.74	13.38	14.05	14.75	15.49	16.26
3	12.13	12.74	13.38	14.05	14.75	15.49	16.26	17.07

**CDC PART-TIME CLASSIFIED EMPLOYEES
DISTRICT 05 - PALO VERDE COMMUNITY COLLEGE**

Schedule ID: 303 / Effective Date: 01/01/2019

Row	RANGE 1	RANGE 2	RANGE 3	RANGE 4	RANGE 5	RANGE 6	RANGE 7	RANGE 8
1	12.00	12.60	13.23	13.89	14.59	15.32	16.08	16.89
2	12.60	13.23	13.89	14.59	15.32	16.08	16.89	17.73
3	12.23	13.89	14.59	15.32	16.08	16.89	17.73	18.62

APPENDIX A-5:

CDC TEACHERS
DISTRICT 05 - PALO VERDE COMMUNITY COLLEGE

Schedule ID: 300 / Effective Date: 07/01/2018

Row	Column 1 12 UNITS	Column 2 24 UNITS	Column 3 36 UNITS	Column 4 45 UNITS	Column 5 60 UNITS
1	2,252	2,331	2,412	2,497	2,584
2	2,331	2,412	2,497	2,584	2,675
3	2,412	2,497	2,584	2,675	2,768
4	2,497	2,584	2,675	2,768	2,865
5	2,584	2,675	2,768	2,865	2,965
6	2,675	2,768	2,865	2,965	3,069
7	2,768	2,865	2,965	3,069	3,177
8	2,865	2,965	3,069	3,177	3,288
9	2,965	3,069	3,177	3,288	3,403
10	3,069	3,177	3,288	3,403	3,522

**APPENDIX B: CLASSIFICATION SCHEDULE AND SALARY PLACEMENT
FOR EMPLOYEES**

CLASSIFIED POSITIONS

ROW	POSITION TITLE
1	Custodian
2	
3	Clerk, CalWorks
3	Clerk, EOPS/CARE
3	Instructional Aide
3	Maintenance/Groundskeeper I
4	Maintenance Grounds Keeper II
4	Secretary, EOPS/CARE
5	Technician I, Admission & Records
5	Technician I, Business Services
5	Technician I, Financial Aid
5	Technician I, Help Desk
5	Technician I, Instructional Services
5	Technician I, Library
6	DSPS Program Assistant
7	
8	Technician II, Admissions & Records
8	Technician II, Financial Aid
8	Technician II, Human Resources
8	Technician II, Network
8	Technician II, Payroll
9	
10	Administrative Assistant
10	Technician III, Admissions & Records
10	Technician III, Financial Aid
11	
12	
13	Evaluator, Admissions & Records
13	Specialist, Curriculum and Catalog
13	Specialist, Fiscal Services
13	Specialist, Job Placement/Nursing Placement & Site Coordinator
13	Specialist, Network & Systems Security
13	Specialist, Web Service/Network
	CHILD DEVELOPMENT CENTER POSITIONS
Teacher	CDC Salary Placement dependent upon education & experience
1	Instructional Aide
2	Cook

APPENDIX C: CURRENT HEALTH AND WELFARE BENEFIT PACKAGE

2018-2019 HEALTH AND WELFARE BENEFITS PACKAGE

The following rates and plans are effective as of July 1, 2018

Medical

Plan	Monthly Rate July 1, 2018- September 30, 2018	Monthly Rate October 1, 2018 – September 30, 2019	Coverage
PPO1, RX-A	\$1,511	\$1,605	Deductible \$0.00 100% for covered expenses \$10 copay DOV RX \$5 Generic/\$22 Brand (30 day supply)
PPO3, RX-B	\$1,392	\$1,477	Deductible: Individual \$100, Family \$300 100% after deductible is met \$20 copay DOV RX \$7 Generic, \$15 Preferred (30 day supply)
PPO5, RX-B	\$1,326	\$1,407	Deductible: Individual \$100, Family \$300 90% after deductible is met \$30 copay DOV RX \$7 Generic, \$15 Preferred (30 day supply)
PPO-8, RX-B	\$1,127	\$1,192	Deductible: Individual \$500, Family \$1,500 80% after deductible is met \$30 copay DOV RX \$7 Generic, \$15 Preferred (30 day supply)
WELL1, RX-C	\$1,247	\$1,325	Deductible: Individual \$500, Family \$1,000 90% after deductible is met \$20 copay DOV RX \$7 Generic, \$25 Preferred (30 day supply)

Dental

Anthem Dental	\$97.43	Value Plan
Delta Dental	\$115.19	No deductible, 70/80/90/100%
Delta Dental with Ortho	\$130.49	No deductible, 70/80/90/100%, Ortho 50% to \$1,500 Lifetime Max

Vision

MES	\$19.27	\$10, 12/12/12
VSP	\$28.18	\$10, 12/12/24

Life Insurance

MetLife	\$11.90	Eligible Employees only, no dependents.
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For additional information, please visit PVC Employee Benefits

<http://www.paloverde.edu/hr/benefits.aspx>

MEMORANDUM OF UNDERSTANDING (MOU) CHANGES TO CHILD DEVELOPMENT CENTER SALARY SCHEDULES

BETWEEN THE PALO VERDE COMMUNITY COLLEGE DISTRICT
AND
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER 180

This Memorandum of Understanding ("MOU") between the Palo Verde Community College District ("PVCCD"), the California School Employees Association Chapter 180 ("CSEA") is entered into for the purpose of negotiating pay increases for the classified Child Development Center Employees in accordance with the California required minimum wage:

A. Application of 2015-16 Negotiation Salary Increase on CDC Salary Schedules

- As part of the 2015-2018 Collective Bargaining Agreement CSEA and the District agreed that all Classified salary schedules would be increased by 5% as an "across the board" increase for all bargaining unit employees retroactive to July 1, 2015. The Parties agree that the below CDC Part-time Hourly Salary Schedule 301 and Full-time Monthly Salary Schedule 302 shall be effective as of July 1, 2015:

CDC PART-TIME INSTRUCT. AIDES AS OF JULY 1, 2015 (with 5%)

Row	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
1	9.45	9.89	10.34	10.82	11.35	11.56	11.76	11.97
2	10.82	11.35	11.86	12.42	13.00	13.23	13.50	13.77

CDC FULL-TIME INSTRUCTIONAL AIDES AS OF JULY 1, 2015 (with 5%)

Row	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
1	1,663	1,740	1,819	1,901	1,998	2,034	2,070	2,106
2	1,904	1,998	2,087	2,186	2,288	2,328	2,377	2,423

- As of January 1, 2016, the District increased to \$10 per hour Row 1/Range 1 of the CDC Part-time Hourly Salary Schedule 301 for instructional aides; all other rows and steps (i.e. "boxes") in the salary schedule were then adjusted accordingly in order to maintain same percentage increases between Steps and Rows 1 and 2 as that found in Salary Schedule 301 as of July 1, 2014. The Full-time Monthly Salary Schedule 302 for instructional aides was not adjusted or in any way changed on January 1, 2016. In order to equalize the 301 and 302 salary schedules, the Parties agree to increase the Full-time Monthly Salary Schedule 302 as of January 1, 2016 for instructional aides in a similar manner as explained above in this paragraph for the Part-time Hourly Salary Schedule 301. Below is the agreed upon CDC Part-time Hourly Salary Schedule 301 and Full-time Monthly Salary Schedule 302 as of January 1, 2016:

CDC PART-TIME HOURLY INSTRUCT. AIDES AS OF JANUARY 1, 2016 (\$10 p/hr)

Row	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
1	10.00	10.46	10.94	11.45	12.01	12.23	12.45	12.67
2	11.45	12.01	12.55	13.14	13.76	14.00	14.29	14.57

10/4/16
5:05
S. J. [unclear]

CDC FULL-TIME INSTRUCTIONAL AIDES AS OF JAN. 1, 2016 (\$10 p/hr)

Row	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
1	1,760	1,842	1,925	2,015	2,114	2,152	2,191	2,239
2	2,015	2,114	2,209	2,313	2,422	2,464	2,515	2,567

3. Also as part of the 2015-2018 Collective Bargaining Agreement, CSEA and the District agreed to increase the CDC Teacher Salary Schedule 300 by 5% "across the board." Below is the agreed upon CDC Teacher Salary Schedule 300 as of July 1, 2015:

CDC TEACHERS as of July 1, 2015

Row	Column 1 2 UNITS	Column 2 24 UNITS	Column 3 36 UNITS	Column 4 48 UNITS	Column 5 60 UNITS
1	2,056	2,136	2,212	2,292	2,371
2	2,136	2,212	2,292	2,371	2,447
3	2,212	2,292	2,371	2,447	2,525
4	2,292	2,371	2,447	2,525	2,601
5	2,371	2,447	2,525	2,601	2,682
6	2,447	2,525	2,601	2,682	2,759
7	2,525	2,601	2,682	2,759	2,843
8	2,601	2,682	2,759	2,843	2,927
9	2,682	2,759	2,843	2,927	3,016
10	2,759	2,843	2,927	3,016	3,105

4. CSEA and the District agree to provide retroactive pay for CDC teachers and instructional aides in compliance with Parties' recent 2015 successor agreement as follows:
- All part-time, hourly CDC instructional aides shall be afforded retroactive pay from July 1, 2015 to December 31, 2015 using Salary Schedule 301 included above in paragraph A(1) of this MOU. The Parties agree that the increase of salary schedule 301 on January 1, 2016 to \$10 per hour, and the District's payment of wages at the higher \$10 per hour wage from January 1, 2016 forward, shall satisfy the District's obligation to increase this salary schedule by 5% as per the Parties' agreement and no retroactive wage shall be due as from January 1, 2016 forward for those part-time hourly CDC bargaining unit employees paid from Salary Schedule 301. The District shall insure that all part-time, hourly CDC instructional aides have been paid appropriately as per the Salary Schedule 301 included above in paragraph A(2) of this MOU; any differences shall be included in the part-time CDC instructional aides retroactive pay provided for under this section.
 - All full-time, monthly CDC instructional aides shall be afforded retroactive pay from July 1, 2015 to December 31, 2015 using Salary Schedule 302 included above in paragraph A(1) of this MOU. In addition, all full-time, monthly CDC instructional aides shall be afforded retroactive pay from January 1, 2016 to the effective date of this MOU from Salary Schedule 302 included above in paragraph A(2) of this MOU.
 - All CDC teachers shall be afforded retroactive pay from July 1, 2015 to the effective date of this MOU from Salary Schedule 300 included above in paragraph A(3) of this MOU.

B. CDC Salary Schedules and Future Minimum Wage Increases

- As of January 1, 2017, the District shall increase the Row 1/Step 1 of the instructional aide Part-time Hourly CDC Salary Schedule 301 and Full-time Monthly CDC Salary Schedule 302 to \$10.50 per hour minimum wage (which equates to \$1,848 per month for full-time, monthly CDC instructional aides in Row 1/Step 1 of the 302 Salary Schedule); all other rows and steps (i.e. "boxes") in the 301 and 302 salary schedules shall be adjusted in order to maintain a 5% increase between Steps and a 5% increase between Rows. In order to maintain internal equity for CDC instructional aides placed on Row 2, CSEA and the District agree to create an additional row (Row 3), salary and hourly amounts of which shall be derived by using the 5% increases between Steps and 5% increases between Rows as specified in this paragraph. As of January 1, 2017, all current instructional aides placed on Row 2 shall be automatically be placed on Row 3 of the new Salary Schedule 302 at the same Step he or she would have otherwise been placed as of January 1, 2017. Below is the agreed upon CDC Part-time Hourly Salary Schedule 301 and Full-time Monthly Salary Schedule 302 as of January 1, 2017:

CDC PART-TIME HOURLY INSTRUCT. AIDES AS OF JAN. 1, 2017

Row	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
1	10.50	11.03	11.58	12.16	12.76	13.40	14.07	14.77
2	11.03	11.58	12.16	12.76	13.40	14.07	14.77	15.51
3	11.58	12.16	12.76	13.40	14.07	14.77	15.51	16.29

CDC FULL-TIME INSTRUCTIONAL AIDES AS OF JAN. 1, 2017

Row	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
1	1,848	1,940	2,037	2,139	2,246	2,359	2,476	2,600
2	1,940	2,037	2,139	2,246	2,359	2,476	2,600	2,730
3	2,037	2,139	2,246	2,359	2,476	2,600	2,730	2,867

- As of January 1, 2017, the Parties agree to modify and realign the CDC Teachers Salary Schedule 300 to insure that there is a 3.5% increase between Columns (units) and a 3.5% increase between Rows (years). \$2,056 shall be used in Row 1/Column 1 as the base number from which the 3.5% increases between Columns and the 3.5% increase between Rows shall be derived. No CDC teachers shall change column or row due to the modification and realignment of the CDC Teachers Salary Schedule 300. Below is the agreed upon CDC Teachers Salary Schedule 300 as of January 1, 2017:

CDC TEACHERS SALARY SCHEDULE 300 AS OF JAN. 1, 2017

Row	Column 1 12 UNITS	Column 2 24 UNITS	Column 3 36 UNITS	Column 4 48 UNITS	Column 5 60 UNITS
1	2,056	2,128	2,202	2,280	2,359
2	2,128	2,202	2,280	2,359	2,442
3	2,202	2,280	2,359	2,442	2,527
4	2,280	2,359	2,442	2,527	2,616
5	2,359	2,442	2,527	2,616	2,707
6	2,442	2,527	2,616	2,707	2,802

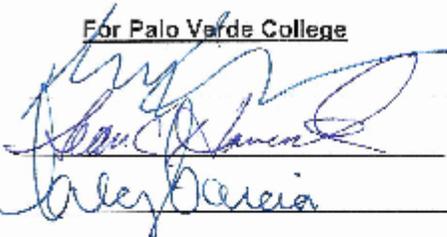
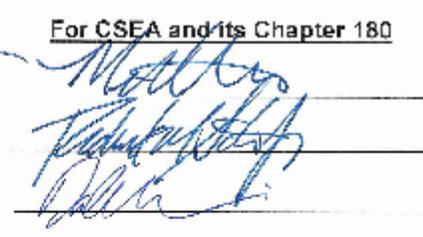
7	2,527	2,616	2,707	2,802	2,900
8	2,616	2,707	2,802	2,900	3,002
9	2,707	2,802	2,900	3,002	3,107
10	2,802	2,900	3,002	3,107	3,215

3. Because statutory minimum wage increases will continue for at least the next five years, if at any time the first Range/Row or Step/Column of any CDC salary schedules falls below the minimum wage, then the first Range/Row and Step/Column (i.e. the first "box" of the salary schedule) shall be adjusted upward to remain in compliance with the minimum wage requirements, with each box of that salary schedule then adjusted accordingly in order to maintain the same percentages between Steps and the Ranges/Rows as specified above in paragraphs B(1) and B(2) of this MOU.
4. In the event that any CDC salary schedule is increased in order to comply with legally-mandated minimum wage increases, the Parties obligation to meet and negotiate over salaries for that specific salary schedule and for those specific employees paid from the increased salary schedule only, shall be considered satisfied. However, in the event a CDC salary schedule has not received an increase due to a minimum wage increase, then that CDC salary schedule shall not be considered settled, and shall be subject to negotiations and any negotiated salary increases received by all other classified bargaining unit members during the relevant contract year.

C. Applicability of MOU

1. The Parties agree that as of the date of this MOU, and upon payment of a retroactive wages, Child Development Center employee salaries shall be deemed to have been brought current in accordance with the minimum wage law increase as of January 1, 2016.
2. This Tentative Agreement is subject to review under CSEA's Policy 610 and approval by the Palo Verde Community College District Board of Trustees.
3. Upon final approval of this MOU, the salary schedules for CDC employees shall be incorporated into the 2015-2018 CSEA Collective Bargaining Agreement, and shall replace, as appropriate, the CDC salary schedules currently included in the CRA.

Agreed to on October 4, 2016, at Blythe, California.

<p><u>For Palo Verde College</u></p>  <p>_____ Alex Garcia</p>	<p><u>For CSEA and its Chapter 180</u></p>  <p>_____ Matthew</p>
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**MEMORANDUM OF UNDERSTANDING
NEW EMPLOYEE ORIENTATION AND DATA
PALO VERDE COMMUNITY COLLEGE DISTRICT**

**AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER 180
November 17, 2017**

This Memorandum of Understanding between the Palo Verde Community College District ("District") and the California School Employees Association and its Chapter 180 ("CSEA") is entered into due to the passage of AB 119, which adds sections 3555-3559 to the California Government Code and amends the Public Records Act in Government Code Section 8254.3. In light of the requirements provided for under AB 119, CSEA and the District agree to the following:

A. DEFINITIONS

- 1 "New Employee Orientation" means the onboarding process of a newly-hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties, and responsibilities, or any other employment-related matters.
- 2 "Newly hired employee" or "new hire" means any employee, whether full-time, or part-time, hired by the District into the classified bargaining unit represented by CSEA who is still employed as of the date of the new employee orientation.

B. NEW EMPLOYEE ORIENTATION

- 1 **Notice of New Employee Orientation** - The District shall provide CSEA mandatory access to its new employee orientations for bargaining unit members. CSEA shall receive not less than ten (10) days' notice in advance of an orientation, except that shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable. The orientation shall be held at a location to be determined by the District during the workday of the employee(s), who shall be on paid time.
- 2 **Release Time for New Employee Orientation** - CSEA shall have 30 minutes of paid release time for the Chapter President or designee to conduct one-on-one or group orientations with new employees. Said release time shall be counted against the total release time available to the CSEA Chapter President or designee contained in Article 1.1 of the collective bargaining agreement. The Chapter President or designee shall be allowed to schedule his or her contractual release time as necessary so that a CSEA representative can attend a new employee orientation. The CSEA Labor Relations Representative may also attend any new employee orientation session.
- 3 **CSEA Orientation Materials** - The District shall include the CSEA membership application, and a CSEA-provided link for an electronic application, in any employee orientation packet of District materials provided to any newly-hired employee. CSEA shall provide copies of the CSEA membership applications to the District for distribution as part of the orientation packet for newly-hired employees. The District shall provide each current employee and each new employee with a copy of the current Collective Bargaining Agreement.

C. NEW EMPLOYEE INFORMATION AND BARGAINING UNIT INFORMATION

- 1 **District Notice to CSEA of New Hires** - The District shall provide CSEA with comprehensive contact information of newly-hired employees within 30 days from the date of hire of the new employee. This information shall be provided to CSEA regardless of whether the newly-hired employee was previously employed by the District (such as a



substitute, temporary or previous bargaining unit employee). The information will be provided to CSEA in the following form with each field in its own column:

- a. First Name
- b. Middle Initial
- c. Last Name
- d. Suffix (e.g. "Jr." "III")
- e. Job Title/Classification
- f. Range and Step Placement
- g. Department
- h. Primary worksite name
- i. Work telephone number
- j. Home street address (including apartment number or suite if applicable)
- k. City
- l. State
- m. Zip Code
- n. Home telephone number on file with the Employer
- o. Cell phone number on file with the Employer
- p. Email address of the employee on file with the Employer
- q. Employee ID number
- r. CalPERS status (member or non-member)
- s. Hire Date

2. **Periodic Update of Bargaining Unit Member Information:** In accordance with Government Code section 3558, the District shall provide CSEA with a list of all bargaining unit members' names and contact information on the last working day of September, January, and May. This contact information shall also include the same information listed above in paragraph C(1) with each field listed in its own column.

The information will be provided to CSEA electronically via a mutually agreeable secure FTP site or service.

D. APPLICABILITY, EFFECT, AND ENFORCEMENT OF AGREEMENT

1. **Term:** This Agreement shall remain in full force and effect from the date this Agreement is signed, through June 30, 2019. This Agreement shall be automatically renewed from year to year unless either party serves written notice upon the other between April 1 and June 30, 2019, or any subsequent anniversary date, of its desire to reopen the Agreement. If negotiations for a subsequent Agreement occur, either party may both propose modifications to the Agreement, including the appropriateness of incorporating the Agreement into the Parties' collective bargaining agreement. While negotiations for a subsequent Agreement occur, the provisions of this Agreement shall remain in full force and effect until the negotiation of a new Agreement is completed.
2. **Savings Clause:** If during the life of the Agreement there exists any applicable law, rule, regulation or order issued by governmental authority, other than the District which shall render invalid or restrain compliance with or enforcement of any provision contained within this Agreement then this MOU shall be opened for negotiations upon notice received by either party within thirty (30) days of the invalidation.
3. **Violations of Agreement:** This MOU will be included as an Appendix in the Parties' Collective Bargaining Agreement ("CBA"), and incorporated therein. Any disputes regarding perceived violations of this agreement shall be handled through the grievance process as outlined in the CBA between the District and CSEA.

HHH



Applicability of MOU: The Parties agree that this MOU shall not create any binding past practice beyond that contemplated in this MOU. In addition, this MOU is subject to review under CSEA's Policy 810, and review and approval by the Palo Verde Community College District Board of Trustees.

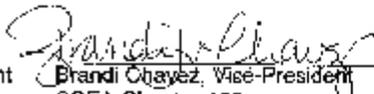
Executed this day November 17, 2017 at Blythe, California.

FOR PALO VERDE COLLEGE

FOR CSEA and Its CHAPTER #180



Dr. Don Wallace, Superintendent/President
Palo Verde Community College District



Brandi Chavez, Vice-President
CSEA Chapter 180

Dale Wissman, CSEA Labor Relations Rep.

**PALO VERDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATIVE PROCEDURE**

7345

Catastrophic Leave Program

Reference: Education Code Section 87045

The District has established a catastrophic leave program to permit employees of the District to donate eligible leave credits to an employee when that employee or a member of his or her family suffers from a catastrophic illness or injury.

For the purposes of this procedure, the following terms are defined as follows:

- "Catastrophic Illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family requiring the employee to take time off from work for an extended period of time to care for that family member, 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.
- "Eligible leave credits" means vacation leave and sick leave accrued to the donating employee.

Eligible leave credits may be donated to an employee for a catastrophic illness or injury if all of the following requirements are met:

- The employee who is, or whose family member is, suffering from a catastrophic illness or injury must provide verification of catastrophic injury or illness.
- The Superintendent/President determines that the employee is unable to work due to the employee's or his or her family member's catastrophic illness or injury.
- The employee has exhausted all accrued paid leave credits. If the transfer of eligible leave credits is approved, any employee may, upon written notice, donate eligible leave credits at a minimum of eight (8) hours, and in hour increments thereafter.

The maximum amount of time for which donated leave credits may be used shall not exceed use for a maximum period of 12 consecutive months.

An employee who receives paid leave pursuant to this procedure shall use any leave credits that he or she continues to accrue on a monthly basis prior to receiving such leave.

See also BP/AP 7340 – Leaves

3/5/09 College Council Approval
3/24/09 Board First Read
4/28/09 Board Second Read and Approval