

C.S.E.A. CONTRACT

May 1, 2012

to

April 30, 2015

Southwestern Community College District
California School Employees' Association
Chapter 524

Adopted by the Governing Board of Southwestern Community
College District

July 11, 2012

C.S.E.A. CONTRACT

May 1, 2012 – April 30, 2015

TABLE OF CONTENTS

<u>ARTICLE I: AGREEMENT</u>	1
<u>ARTICLE II: RECOGNITION</u>	2
Acknowledgement	2
E.E.R.C. Representation	2
<u>ARTICLE III: ORGANIZATIONAL SECURITY</u>	3
Dues Deduction	3
Agency Fee/Service Fee Plan	3
General Provisions	4
Hold Harmless Clause	4
<u>ARTICLE IV: EVALUATIONS</u>	5
Definition	5
<u>ARTICLE V: C.S.E.A. RIGHTS AND DISTRICT RIGHTS</u>	7
Distribution of Contract	8
District Rights	8
<u>ARTICLE VI: HOURS OF EMPLOYMENT</u>	10
Workweek	10
Temporary Change of Work Schedule	10
Permanent Change of Work Schedule	10
Adjustment of Assigned Time	11
Increase in Hours	11
Lunch Periods	11
Rest Periods	11
Overtime	11
Split-Shift Differential Compensation	12
Shift Differential – Compensation	12
Compensatory Time Off	12
Overtime – Distribution	13
Minimum Call-In Time	13
On-Call Time	13
Call-Back Time	13
Inconsistent Duties	13
Assignment of Duties	13
Rotated Work Assignments	13
Hours of Employment	13
Four-Day Workweek	14
Workweek	14
Overtime	15
Rest Periods	15
Hours of Employment	15
Holidays	15
Lunch Hour	15

<u>ARTICLE VII: PAY AND ALLOWANCES</u>	16
Salaries	16
Additional Compensation	16
Frequency - Once Monthly	16
Payroll Adjustment	16
Mileage.....	16
Meals.....	17
Lodging	17
Reimbursement.....	17
Promotion.....	17
Posting of Notice	17
Notice Contents.....	17
Filing.....	18
Promotional Order	18
<u>ARTICLE VIII: EMPLOYEE EXPENSES AND MATERIALS</u>	19
Non-Owned Automobile Insurance	19
Physical Examinations	19
Property Damage	19
<u>ARTICLE IX: HEALTH AND WELFARE BENEFITS</u>	20
Service Retirement Medical Coverage.....	20
Family Leave Coverage	21
<u>ARTICLE X: HOLIDAYS</u>	22
Scheduled Holidays	22
Additional Holidays.....	22
Holidays on Saturday or Sunday.....	22
Holiday Eligibility	23
<u>ARTICLE XI: VACATION PLAN</u>	24
Eligibility	24
Accumulation.....	24
Twelve-Month Employees	24
Eleven-Month Employees	24
Ten-Month Employees	24
Nine-Month Employees	24
Vacation Pay	24
Vacation Pay Upon Termination	24
Vacation Postponement	24
Vacation Carry-Over	25
Holidays	25
Vacation Schedule	25
Priority Considerations	25
Special Vacation	26

<u>ARTICLE XII: LEAVES</u>	27
Bereavement Leave	27
Jury Duty	27
Military Leave	27
Sick Leave	27
Leave of Absence for Illness or Injury	27
Transfer of Sick Leave	28
Industrial Accident and Illness Leave	28
Entitlement to Supplemental Sick Leave	29
Break in Service	29
Personal Necessity Leave	30
Personal Business Leave	30
Personal Leave	31
Pregnancy Leave	31
Family Leave	31
<u>ARTICLE XIII: TRANSFERS</u>	32
Transfers	32
Medical Transfers	32
<u>ARTICLE XIV: CLASSIFICATION, RECLASSIFICATION & ABOLITION OF POSITIONS</u>	33
Definition	33
Placement in Class	33
Classification and Reclassification Requirement	33
New Positions or Classes of Positions	34
Incumbent Rights	34
<u>ARTICLE XV: LAYOFF AND REEMPLOYMENT</u>	35
Reason for Layoff	35
Notice of Layoff	35
Order of Layoff	35
Classification Seniority	35
Equal Seniority	35
Bumping Rights	35
Layoff in Lieu of Bumping	35
Voluntary Demotion or Voluntary Reduction in Hours	35
Re-employment Rights	36
Recalls	36
Improper Layoff	36
<u>ARTICLE XVI: GRIEVANCE PROCEDURE</u>	37
General Provisions	37
Failure to Meet Time Limits	37
C.S.E.A. Representation	37
No Reprisal	37
Grievance Files	37
Grievance Procedure	38
Level I	38
Level II	38
Level III	38
Level IV – Binding Arbitration	38
<u>ARTICLE XVII: EDUCATIONAL INCENTIVE PROGRAM</u>	40
Professional Growth	41

<u>ARTICLE XVIII: SAFETY</u>	42
District Compliance	42
<u>ARTICLE XIX: TECHNOLOGY</u>	43
<u>ARTICLE XX: CONTRACT CLAUSES</u>	44
Savings Clause	44
Americans with Disabilities Act	44
Effect of Agreement	44
Concerted Activities	44
<u>ARTICLE XXI: NEGOTIATIONS</u>	45
Notification and Public Notice	45
Re-Openers	45
Commencement of Negotiations	45
Released Time for Negotiations	45
<u>ARTICLE XXII: TERMS</u>	46
 APPENDIX A	
CLASSIFIED BARGAINING UNIT CLASSIFICATION TITLES & RANGES	47
CLASSIFIED BARGAINING UNIT SALARY SCHEDULE - 2007	48
 APPENDIX B	
CLASSIFIED EMPLOYEE EVALUATION RUBRICS	49
 APPENDIX C	
HEALTH AND WELFARE BENEFIT SELECTION FORM	51
 APPENDIX D	
EMPLOYEE RIGHTS & RESPONSILITIES UNDER THE FMLA	53
 APPENDIX E	
RECLASSIFICATION PROCESS FLOWCHART	55
 APPENDIX F	
GRIEVANCE FORM	56

ARTICLE I: AGREEMENT

- 1.1 This Agreement is made and entered into this 1st day of May 2012 by and between Southwestern Community College District, hereinafter referred to as the District, and California School Employees Association, and its Southwestern College Chapter 524, hereinafter referred to as C.S.E.A.

ARTICLE II: RECOGNITION

- 2.1 **Acknowledgment** - The District hereby acknowledges that C.S.E.A. is the exclusive bargaining representative for all Classified employees holding those positions described in Appendix A, attached hereto and incorporated by reference as a part of this Agreement. The determination of Management, Confidential, or Supervisory employees shall be designated by the District, and C.S.E.A. shall be consulted on the designated positions. Any disputes concerning the District's designation of positions may be challenged by the C.S.E.A. through P.E.R.B.
- 2.2 **E.E.R.C. Representation** - The District and C.S.E.A. agree to establish an Employer/Employee Relations Committee. The Committee shall consist of three (3) members appointed by C.S.E.A., and three (3) members appointed by the District. The Employer/Employee Relations Committee shall meet at least once per month unless mutually agreed upon to modify such schedule. The purpose of this Committee is to assist in the resolution of perceived employer/employee problems. The Committee shall not, in any way, amend, modify, or change the present Contract. All agenda items shall be submitted to the designated Secretary three (3) days prior to the scheduled meeting. The agenda shall be distributed to all committee members twenty-four (24) hours prior to the scheduled meeting.

ARTICLE III: ORGANIZATIONAL SECURITY

- 3.1 Each employee covered by this Agreement, who, on the effective date of this Agreement, is a member of C.S.E.A. and each employee covered by this Agreement who becomes a member after that date shall maintain his/her membership in C.S.E.A. during the term of this Agreement. However, no such obligation shall deprive the employee of the right to terminate his/her membership in C.S.E.A. within a period of sixty (60) calendar days following the expiration of this Agreement. Upon termination of membership in C.S.E.A., the employee shall automatically become a service fee payer.

3.1.1 Dues Deduction

- 3.1.1.1 The District shall deduct such dues as are authorized by each employee in this Unit who has submitted "Dues Deduction Authorization" forms to the District via the C.S.E.A. office and are members of C.S.E.A. on the date of the execution of this Agreement.
- 3.1.1.2 The District shall deduct such dues as are authorized by each employee in this Unit and who join C.S.E.A. after the date of execution of this Agreement.
- 3.1.1.3 The District shall provide for immediate notification to C.S.E.A. if any C.S.E.A. member revokes a membership deduction authorization.

3.2 Agency Fee/Service Fee Plan

The District agrees to comply with the provisions of Agency Shop set forth in Senate Bill 1960.

It is the expressed intention of the parties that the provisions of this Article respectfully balance the rights of individual employees to join or to decline to join an employee organization of their choice, and the rights of the parties to enter into an "organizational security" agreement.

The District and CSEA agree that any unit member who is a member of CSEA upon the effective date of this Agreement or who becomes a CSEA member or service fee payer during the term of this Agreement shall maintain membership or service fee status for the duration of the Agreement unless exempted in accordance with section 3.2.2.

- 3.2.1 All bargaining unit members shall be required, as a condition of intended employment, either to join CSEA or to pay the Association a fair share service fee. The amount of the fee shall not exceed the dues that are payable by CSEA members.
- 3.2.2 If a unit member belongs to a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations, said unit member qualifies for a fair share service fee exemption. Bargaining unit members who wish to request such an exemption must mail any documents or other information to support their request to CSEA, P.O. Box 640, San Jose, CA 95106, Attn: Assistant to the Executive Director.

- 3.2.3 With respect to all sums deducted by the District pursuant to section 3.2.1 above, whether membership dues or service fees, the District agrees to promptly remit such monies to CSEA accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished. There shall be no charge to CSEA for deduction of membership dues or service fees.

3.3 **General Provisions**

- 3.3.1 C.S.E.A. agrees to furnish to the Vice President for Administrative Affairs a letter certifying the amount of C.S.E.A. dues, service fees and fees for other services as applied to employees. Such letter shall be furnished annually and upon any change in such amounts applied.
- 3.3.2 It is agreed that the District assumes no obligation to, in any manner, enforce the provisions of the above sections beyond implementing any valid and unrevoked payroll deduction authorizations and, to the extent consistent with law, automatic payroll deduction of service fees.

3.4 **Hold Harmless Clause**

- 3.4.1 C.S.E.A. shall indemnify and hold the District harmless from any and all claims, demands or suits, or any other action arising from the organizational security provisions contained herein.
- 3.4.2 C.S.E.A. agrees it shall reimburse the District for any and all legal costs and attorney fees and shall hold the District harmless from any liability arising from any and all claims, demands, lawsuits or any other actions arising from any implementation or compliance with this Article, or District reliance on any list, notice, document, certification or authorization furnished under this Article by C.S.E.A.

ARTICLE IV: EVALUATIONS

- 4.1 Definition - Official evaluation is defined as an assessment of an employee's work performance. The official evaluation is submitted on the District standard "Classified Employee Performance Evaluation" form for evaluating classified employees.
- 4.2 Progress evaluations for all probationary employees shall be submitted on or about the end of the third, sixth and tenth month from the date of appointment to the position. In promotion situations, the evaluations shall be submitted on or about the end of the third, sixth and eighth months.
- 4.3 Progress evaluations for all other permanent employees shall be submitted at least once during the fiscal year at a time designated by the District. After five (5) years of service in the current classification, the employee's regular evaluation will be once every three (3) years.
- 4.4 Special evaluations may be made on either a permanent or probationary employee when such evaluations are deemed appropriate by the employee's immediate supervisor or the Administration. Special Evaluations shall be used for the purpose of improving the performance of a bargaining unit member who is not meeting District standards. The evaluation must contain a description of the performance requiring improvement.
- 4.5 No official evaluation of any employee shall be placed in the main personnel file without an opportunity for discussion between the employee and the evaluator. No evaluation shall be made based only upon hearsay statements, but shall also be supported by direct observation and knowledge of the evaluator, and from voluntary input provided by the employee. The employee's supervisor shall provide the employee with a completed copy of the evaluation at least two (2) days prior to any conference being held. A bargaining unit member shall retain the right to have a CSEA Representative present at a conference. When a conference has been held, the employee shall sign and date the completed evaluation document at that time. As provided in the Classified Employee Progress Evaluation Form, providing a signature does not necessarily indicate agreement with the content of the evaluation.
- 4.6 It is the intent of the parties that employees be informed of performance deficiencies and/or behavior which may result in a Needs Improvement status during the rating period; not solely during the evaluation. At a minimum, the evaluator is expected to confer with the employee as early as practicable to provide corrective direction. The evaluator is expected to provide the employee with clear direction regarding the nature of the performance and/or behavior requiring improvement, with specific direction for improvement. The evaluation shall contain a specific timeframe for reviewing progress towards improvement which shall not exceed sixty (60) calendar days. A follow-up conference shall be held within ten (10) days of the designated time frame. The specific recommendations for improvement prepared by the immediate supervisor shall be monitored by the District for the purpose of assisting the employee.

The employee shall have the right to review and respond to any derogatory evaluation in accordance with Education Code Section 87031, by attaching his/her comments regarding the evaluation within ten (10) days of receipt of the evaluation.

- 4.7 Any employee that is placed in Improvement-Needed status, whether by regular or special evaluation, shall be afforded the opportunity to review the improvement plan. If the employee requests a review, all documents related to the evaluation shall be forwarded to the area Vice President. The area Vice President shall review the documents, meet with the parties and monitor the process. The area Vice President shall ensure the Needs Improvement process is conducted in compliance with both the provisions of this Agreement and the intent of those

provisions. The employee may continue in the Improvement-Needed status after the conditions of this section have been met. However, if the employee reports to a Vice President, or any administrator who reports directly to the Superintendent/President, the review will be performed by the Superintendent/President. If the employee reports directly to the Superintendent/President, and an appeal is requested, the Superintendent/President shall appoint the Vice President for Human Resources to hear the appeal.

- 4.8 The Classified Employee Performance Evaluation form shall be reviewed and revised by the Classified Employer/Employee Relations Committee (E.E.R.C.) when and if necessary, as determined by the Classified E.E.R.C. Any proposed revision from the Employer/Employee Relations Committee shall be submitted for consideration to the District and to the Association. If accepted by both parties, a revised evaluation form shall be implemented.
- 4.9 Appendix B: Classified Employee Evaluations Rubrics. (This document is included as a guideline for conducting evaluations and shall not be binding or grievable.)

ARTICLE V: C.S.E.A. RIGHTS AND DISTRICT RIGHTS

- 5.1 C.S.E.A. shall have the following rights in addition to the rights contained in any other portion of this Agreement.
- 5.1.1 The right of access during non-working hours in areas in which the employees work.
- 5.1.2 The right to reasonable use without charge of institutional bulletin boards and mail boxes for posting or transmission of information or notices concerning C.S.E.A. matters. All materials posted or mailed shall contain the name(s) of the C.S.E.A. representative authorized to do the posting or mailing. A copy shall be provided to the office of the Vice President for Human Resources on the day of the posting or mailing.
- 5.1.3 The District shall provide C.S.E.A. with the use of office space, equipped with a desk, chairs, a computer with Internet connection, printer, fax, software WIN 95, MSOffice, a telephone without charge, and photocopies at eight cents (\$.08) each.
- 5.1.4 The right to review employee's personnel files and any other records dealing with employment, when accompanied by the employee, or on presentation of written authorization signed by the employee.
- 5.1.5 The Association's duly authorized campus representatives shall have the right to use college facilities without charge at any time which does not conflict with District-scheduled activities. The Association agrees to schedule facilities through the administrative office responsible for facility allocation. The Association agrees to leave facilities in a reasonably clean and orderly condition incident to each use. The Association agrees to reimburse the District at the established community-use rate for any excess costs generated by the Association's use of the facility. The District agrees to release Bargaining Unit employees for a maximum of one (1) hour per month (in addition to 5.1.7) to attend a scheduled C.S.E.A. Chapter meeting. Additionally, the District agrees to release Bargaining Unit employees for a maximum of one (1) hour per month to attend meetings of the Classified Senate. Bargaining Unit employees shall submit a written request for released time to their immediate supervisor at least forty-eight (48) hours prior to the meeting. Release of any employee shall be subject to approval by his/her immediate supervisor. The employee shall have the right to appeal the supervisor's decision through the "Complaint/Open Door Policy." Chapter meetings shall not be scheduled prior to 3:30 p.m.
- 5.1.6 C.S.E.A. shall be provided without charge two (2) copies of the Tentative and Adopted Budget as provided to the County Department of Education.

5.1.7 For each fiscal year for which this Agreement is in effect, the District agrees that the C.S.E.A. President and the Classified Senate President shall be released for not more than twelve percent (12%) of their assigned duty time in order to attend meetings related to the performance of their presidential duties. The C.S.E.A. Secretary, the Classified Senate Secretary and the C.S.E.A. Vice President shall be released up to six percent (6%) of their assigned duty time to perform the duties related to their official positions. Additionally, the District shall annually release two (2) C.S.E.A. members from their assigned duties, without loss in pay, to attend the C.S.E.A. State Conference. Those employees being released from their normal duty assignment shall provide the immediate supervisor with a minimum of one (1) week prior notice. The release from duty shall not interfere with the efficient operation of the District and not more than one (1) employee from a Vice Presidential area shall request released time under this provision. This released time shall not be used for renegotiating this Contract. Employees using released time pursuant to this section shall report their released time to their Supervisor each month on a "Released Time Report" form.

5.1.8 Any field staff of C.S.E.A. who wishes to enter the college campus during hours in which students are present shall notify the office of the Vice President for Human Resources of his/her identity.

5.2 **Distribution of Contract** - Within thirty (30) days after the execution of this Contract, the District shall print or duplicate and provide, without charge, a copy of this Agreement to every employee in the Bargaining Unit. Any employee who becomes a member of the Bargaining Unit after the execution of this Agreement shall be provided with a copy of this Agreement by the District, without charge, at the time of employment. Each employee in the Bargaining Unit shall be provided by the District, without charge, a copy of any written changes agreed to by the parties to this Agreement during the life of this Agreement.

5.3 **District Rights**

5.3.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to these duties and powers, are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the numbers and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work consistent with State statutes; and take action on any matter in the event of an emergency as defined in 5.3.3 below. In addition, the District retains the right to hire, classify, transfer, assign, evaluate, promote, terminate and discipline employees.

- 5.3.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with law.
- 5.3.3 An emergency shall be defined as an unforeseen set of circumstances that would constitute imminent danger to personnel and property, such as fire, flood, and other acts of God. The determination of whether or not an emergency exists is solely within the discretion of the Board and is expressly excluded from the provision of Article XVI: Grievance Procedure.

ARTICLE VI: HOURS OF EMPLOYMENT

6.1 **Workweek** - The regular workweek shall not exceed forty (40) hours for five (5) consecutive days. The traditional workweek shall be Monday through Friday. The non-traditional workweek shall be five (5) consecutive days starting any day other than a Monday. A change of assignment from a traditional workweek shall be based upon the efficient operation of the District and in accordance with the Agreement.

6.1.1 Change of work schedule is defined as the shift of a Unit member's assigned starting and ending times of employment of more than one (1) hour. Increasing or decreasing the number of hours worked does not constitute a change of work schedule.

6.1.2 **Temporary Change of Work Schedule** - The District may temporarily assign a Bargaining Unit member to a work schedule not routinely worked by such employee.

Such assignments shall not exceed a period of twenty-five (25) consecutive working days in any work year. An employee of the Bargaining Unit shall not be required to accept such assignment unless notified in writing ten (10) working days prior to the effective date of the work schedule change. This notification requirement may be waived by mutual consent of employee and supervisor. The employee's immediate supervisor will consult with the employee regarding any problems affecting the implementation of this temporary assignment. An employee who is dissatisfied with his or her change in work schedule may submit the issue to the Employer/Employee Relations Committee (E.E.R.C.).

6.1.3 **Permanent Change of Work Schedule** - The District may permanently change a Bargaining Unit employee's work schedule. An employee of the Bargaining Unit shall receive fifteen (15) working days notice prior to the effective date of a change in the employee's work schedule.

An employee of the Bargaining Unit shall be temporarily exempt from such change if said employee is enrolled in a course in an institution of higher education, and the course hours conflict with the proposed hours of employment. The employee may be immediately assigned to the new work schedule upon completion of or withdrawal from the course in which he/she is enrolled at the time of the notification of the change in hours.

An employee who claims a bona fide hardship shall not be required to accept such change until the circumstances have been reviewed by the Classified Employer/Employee Relations Committee (E.E.R.C.), and a decision has been made. It requires the affirmative vote of four (4) members of the Committee to provide the employee a temporary exemption from a permanent change in hours. The Committee shall continue to monitor all exemptions and shall withdraw the exemptions at any time that the Committee, by majority vote, agrees that the circumstances have changed, or that the employee has not made a reasonable effort to become available for a change in hours. It shall be deemed that an employee has not made a reasonable effort to become available for a change in hours if the exemption has been in effect for a period of fifteen (15) working days from the date of the proposed change in hours. In such a case, the District may immediately require the employee to work the newly-assigned hours. No further appeal can be made by the employee.

- 6.2 **Adjustment of Assigned Time** - Any employee in the Bargaining Unit who works a minimum of thirty (30) minutes per day in excess of his/her part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis as specified in Education Code Section 88036.
- 6.3 **Increase in Hours** - When additional hours are assigned to a part-time position on a regular basis, the assignment shall be offered to an employee based upon job classification, job knowledge, performance, location and the greatest Bargaining Unit seniority. Other factors being equal, the employee with the greatest Bargaining Unit seniority shall be offered the additional hours. If that employee declines the assignment, it shall be offered to the remaining qualified employees in the class in descending order of Bargaining Unit seniority until the assignment is made.
- 6.4 **Lunch Periods** - All employees who work in excess of four (4) hours per day shall be entitled to an uninterrupted lunch period without pay. The District and the Association agree that the lunch period for Bargaining Unit members shall be forty-five (45) minutes. However, upon the mutual agreement of the Unit member and his/her immediate supervisor, the lunch period may be shortened to thirty (30) minutes or lengthened to sixty (60) minutes. Those Unit members with a thirty (30) minute lunch period will report to work fifteen (15) minutes later than their assigned starting times. Those Unit members with a sixty (60) minute lunch period will report to work fifteen (15) minutes earlier than their assigned starting times. The lunch period for full-time employees shall normally commence within one (1) hour of the midpoint of each work shift. An employee directed by his/her supervisor to work during his/her lunch period, and who is not provided an alternate lunch period, shall receive pay at the rate of time and one-half (1 1/2) for all time worked during the normal lunch period.
- 6.5 **Rest Periods**
- 6.5.1 All Bargaining Unit employees shall be granted rest periods which, insofar as practicable, shall be in the middle of each work period, at the rate of fifteen (15) minutes per four (4) hours worked or major fraction thereof. "Major fraction thereof" shall be defined as two (2) hours or more. Any disputes arising from the misinterpretation or misapplication of this section may be appealed to the Employer/Employee Relations Committee (E.E.R.C.).
- 6.5.2 Rest periods shall not be used to reduce the length of the workday.
- 6.5.3 Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employees.
- 6.6 **Overtime** - Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one-half (1½) the regular rate of pay of the employee for all work authorized by the appropriate supervisor. Overtime is defined to include any time worked in excess of eight (8) hours in any one day or in excess of forty (40) hours in any calendar week, whether such work is performed at the assigned work site or whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time. All overtime records shall be maintained in the Payroll Services Office. No overtime records shall be maintained separately or apart from those records, other than copies of the overtime request form and the hourly payroll timesheet, which may be maintained within the department. All overtime shall be recorded on the standard overtime forms provided by the District. The employee shall receive a copy of the overtime request form upon completion of processing.

- 6.6.1 Overtime hours may be paid or taken as compensatory time off; this determination will be made via mutual agreement between employee and supervisor. If mutual agreement cannot be reached, employee will be compensated with pay. Except in cases of emergency, the determination of the type of compensation shall be made prior to the commencement of overtime work.
- 6.6.2 Any employee having an average workday of four (4) hours or more during the workweek shall be compensated one-and-one-half (1½) his/her regular rate of pay for any work performed on the sixth (6th) or seventh (7th) day.
- 6.6.3 Any employee having an average workday of less than four (4) hours during a workweek shall be compensated one-and-one-half (1½) times his/her regular rate of pay for any work performed on the seventh (7th) day.
- 6.6.4 No employee shall be permitted to work beyond eight (8) hours a day on the sixth (6th) or seventh (7th) day of the employee's workweek.
- 6.6.5 All hours worked on holidays designated by this Agreement shall be compensated at one-and-one-half (1½) times the regular rate of pay in addition to the regular rate of pay. Special employees hired only to work on holidays and Saturdays and Sundays shall receive the hourly rate assigned to the position and shall not receive the holiday benefits set forth in this Agreement.
- 6.6.6 When a supervisor requires an employee to take work home, the supervisor and the employee shall, by prior agreement, determine the number of overtime hours to be granted to the employee.
- 6.7 **Split-Shift Differential Compensation** - All employees in the Bargaining Unit whose assigned shift contains one (1) or more periods of unpaid time whose total exceeds one (1) hour, excluding lunch periods, shall be paid a shift differential premium of two-and-one-half percent (2½%) above the regular rate of pay for all hours worked.
- 6.8 **Shift Differential - Compensation**
- 6.8.1 All Bargaining Unit employees whose normal assignment requires them to work until 7:00 p.m. or later for at least sixty percent (60%) of the fiscal year shall be entitled to an additional two-and-one-half percent (2½%) annually.
- 6.8.2 All Bargaining Unit employees whose normal assignment requires them to work after 10:45 p.m. for at least sixty percent (60%) of the fiscal year shall be entitled to an additional five percent (5%) annually beyond the normal scheduled salary.
- 6.9 **Compensatory Time Off** - Compensatory time shall be taken at a time mutually acceptable to the employee in the Bargaining Unit and the District within eleven (11) months of the date on which it was earned. If the compensatory time has not been taken within eleven (11) months of the date on which it was earned, the District shall designate when such compensatory time shall be taken. All compensatory time shall be taken no later than one (1) year from the date it was earned.

- 6.10 **Overtime - Distribution** - Overtime shall be distributed and rotated according to seniority among the employees in the Bargaining Unit within each department, work location, classification and consistent with the employee's job knowledge and responsibilities. If the qualified employee with the greatest Bargaining Unit seniority elects to refuse the overtime assignment, it shall be offered to employees in the Bargaining Unit in descending order of seniority until the assignment is made. Any dispute arising from this section may be appealed to the Employer/Employee Relations Committee (E.E.R.C.).
- 6.11 **Minimum Call-In Time** - Any employee called into work on a day when the employee is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this Agreement.
- 6.12 **On-Call Time** - All on-call time shall be compensated at a rate of two (2) hours per eight (8) hour shift at the standard overtime rate of pay. Except in the case of emergency, employee shall receive 48 hours notice of the need to be on call. Any disputes arising out of this section may be appealed to the **EERC**.
- 6.13 **Call-Back Time** - Any employee called back to work after completion of an eight (8) hour assignment shall be compensated for at least two (2) hours of work at the overtime rate, irrespective of the actual time less than that required to do the work.
- 6.14 **Inconsistent Duties** – Employees in the Unit shall not be required by the District to perform duties which do not reasonably relate to those fixed and prescribed in their current job description for any period of time which exceeds five (5) working days within a fifteen (15) calendar-day period. Any employee may be required to perform duties inconsistent with those assigned to the position by the District for a period of no more than five (5) working days provided that his/her salary is adjusted upward for the entire period he/she is required to work out-of-classification and in such an amount as will reasonably reflect the duties required to be performed outside his/her normal assigned duties without prior consultation with the employee and the written approval of the appropriate vice president.

The District shall consult with the Unit regarding any assignments which exceed a sixty (60) calendar-day period.

- 6.14.1 College Police Officers who serve as Field Training Officers (FTO) will receive additional compensation at a rate of five percent (5%) of regular daily salary for each day of FTO service.
- 6.15 **Assignment of Duties** - Assignment of duties for which differential compensation is designated other than a temporary assignment of less than twenty (20) working days shall be made on the basis of seniority among those employees within the appropriate classification who request such an assignment.
- 6.16 **Rotated Work Assignments** - When the District hires new employees within a classification in the same department, an employee with the greatest amount of hours in a paid status not working a traditional workweek on day hours shall be rotated to the traditional workweek unless refused by the employee.
- 6.17 **Hours of Employment** - Upon initial employment and each change in classification, each affected employee in the Bargaining Unit shall receive a copy of the applicable job description, a specification of the monthly and hourly rates applicable to his/her position, a statement of the duties of the position, a statement of the employee's work site, regularly assigned work shifts, the hours per day, days per week, and months per year.

- 6.18 The probationary period for any twelve (12) month employee in the Bargaining Unit shall be twelve (12) months. The probationary period for all other employees (nine (9) months, ten (10) months and eleven (11) months) shall be equivalent to the duration of their contract. In the case of a promotion, the probationary period will be nine (9) months.
- 6.19 All actions required to be taken by the District to implement the Fair Labor Standards Act (F.L.S.A.) shall not establish a past practice of the District should it be determined in the future that the F.L.S.A. does not apply to the Southwestern Community College District.
- 6.20 When the District maintains academic sessions at times other than during the regular academic year, it shall offer such assignments first to regular 9, 10, or 11-month employees in the Bargaining Unit members of the District. When it is necessary to assign Bargaining Unit members not regularly so assigned to serve between the end of one academic year and the commencement of another, such assignment shall be made based upon which classification of service is required and seniority within the classification. No Bargaining Unit member whose regular yearly assignment for service excludes all, or any part of, the period between the end of the academic year to the beginning of the next academic year shall be required to perform services during such period. A Bargaining Unit member shall, for services performed as herein provided, receive on a pro rata basis, not less than the compensation and benefits which are applicable to that classification during the regular academic year.
- 6.21 **Four-Day Workweek** - The District may establish a four-day, ten-hour workweek for Bargaining Unit employees, subject to operational needs. The dates shall be established by the District after consultation with C.S.E.A. The dates may be of different duration for different groups of employees. The District reserves the right to determine the groups of employees for whom the four-day workweek shall apply.
- 6.21.1 **Workweek** - The regular workweek shall not exceed forty (40) hours for four (4) consecutive days. The traditional workweek shall be Monday through Thursday; the non-traditional workweek shall be four (4) consecutive days starting any day other than a Monday. The District reserves the right to determine the four (4) consecutive workdays of any employee affected. The ten (10) hour workday shall be scheduled as follows:
- 6.21.1.1 The employee shall work the hours included in the regularly assigned eight (8) hour workday. The remaining two (2) hours shall be scheduled by the supervisor after consulting with the staff in an attempt to resolve individual scheduling problems. The employee may also choose to substitute vacation time or time off without pay for the hours in excess of eight (8) hours with supervisor's prior approval.
- 6.21.1.2 The option(s) provided herein shall be elected in writing by the employee and shall be submitted to the immediate supervisor prior to the close of the Spring Semester. Such options shall be elected by the employee for the entire period.
- 6.21.1.3 Nothing herein shall prevent the employee and the immediate supervisor from revising the elected option(s) provided that the revision is mutually acceptable to both the employee and the immediate supervisor.

- 6.21.2 **Overtime** - Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay equal to one-and-one-half (1½) times the employee's regular rate of pay for all work authorized by the appropriate supervisor. Overtime is defined to include any time worked in excess of ten (10) hours in any one (1) day, or in excess of forty (40) hours in any calendar week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time.
- 6.21.3 **Rest Periods** - For each ten (10) hour work shift, a Unit member shall be entitled to two (2) twenty (20) minute paid rest periods.
- 6.21.4 **Hours of Employment** - The workday for a ten (10) hour work shift shall be 7:00 a.m. to 5:45 p.m., unless otherwise approved by the employee's immediate supervisor and the cognizant Vice President.
- 6.21.5 **Holidays** - Each Unit member shall be accountable for a thirty (30) hour workweek during any week that includes a holiday as defined in this Agreement while the District is operating on a four-day, ten-hour workweek.
- 6.21.6 **Lunch Hour** - The lunch period shall extend for a forty-five (45) minute period of time, unless otherwise approved by the employee's immediate supervisor in accordance with the current Agreement between the District and C.S.E.A.

ARTICLE VII: PAY AND ALLOWANCES

7.1 Salaries

7.1.1 Effective July 1, 2010, should the District receive a cost of living adjustment (COLA) applied to the general fund revenue limit income as determined by the State Annual Budget Act, the District and CSEA shall enter into negotiations.

7.1.2 Effective July 1, 1995, all employees who have been employed for fifteen (15) years or longer shall receive a longevity increment of two-and-one-half percent (2½%) above their salary. The salary increment will be effective the first of the month following completion of the 15th year of service.

7.1.3 **Additional Compensation** - Bargaining Unit employees who are employed in a position that the District has designated that specialized linguistic skills are required as a condition of employment shall receive additional compensation of twenty-five dollars (\$25.00) per month for each month of service in that position. This shall apply to the incumbent of all positions for which the District designated that these skills are required. The District shall reserve the right to determine those positions for which specialized linguistic skills are required. No employee shall be required to perform specialized linguistic skills except those who occupy designated positions which require specialized linguistic skills.

7.1.3.1 Compensation for inconsistent duties shall be calculated at the nearest salary range step which reflects a minimum increase of five percent (5%) in the employee's present salary for the entire period the employee is performing inconsistent duties.

7.1.4 If any other represented Bargaining Unit receives a greater percentage compensation increase or greater dollar health and welfare benefit increase, the C.S.E.A. Bargaining Unit will receive the same increase.

7.1.5 Compensation for those employees who are reclassified pursuant to the District's reclassification and classification process shall be calculated at the nearest salary range step which reflects a minimum increase of five percent (5%) in the employee's present salary.

7.2 **Frequency - Once Monthly** - All employees in the Bargaining Unit shall be paid once per month in accordance with a schedule established by the County Department of Education.

7.3 **Payroll Adjustment** - All payroll errors and/or lost checks of an employee in the Bargaining Unit shall be corrected and a supplemental check issued not later than ten (10) working days after the employee has provided appropriate signed forms to the Payroll Services Office.

There is a three (3)-year statute of limitation for the collection or restitution for payroll errors which result in the overpayment or underpayment of an employee.

7.4 **Mileage** - An employee in the Bargaining Unit with written authorization to use his/her vehicle on District business shall be reimbursed at the currently-approved I.R.S. rate.

- 7.5 **Meals** - Any employee in the Bargaining Unit who, as a result of a work assignment, must have meals away from the District, shall be reimbursed at a rate established by the District of which in no case shall exceed the maximum amount as follows: partial day allowance (six hours) \$20.00; full day allowance (twelve hours) \$45.00.
- 7.6 **Lodging** - An employee in the Bargaining Unit who, as a result of a work assignment, must be lodged away from home overnight, shall be reimbursed by the District for the full cost of such lodging.
- 7.7 **Reimbursement** - Employees entitled to reimbursement for miles, meals and lodging shall have the approved amount payable in a separate warrant drawn against the District funds within twenty (20) working days from the approval by the Governing Board or of submission of the claims by the employee, whichever comes first.
- 7.8 **Promotion** - Any employee in the Bargaining Unit receiving a promotion into another Bargaining Unit position under the provisions of this Agreement shall be moved to the adopted range for the new position at the nearest salary range step which shall reflect a minimum of a five percent (5%) increase in the employee's present salary.
- 7.9 **Posting of Notice**
Posting of all Bargaining Unit open positions shall be listed on the Human Resources website; detailed job announcements may be obtained from the Human Resources Office.
- 7.10 **Notice Contents** - The job vacancy notice shall include: the job title; the assigned job site; the number of hours per week and months per year assigned to the position; the salary range; and, the deadline for filing to fill the vacancy.
- 7.11 In accordance with provisions of Education Code 88003, the District has the right to employ substitute and short-term employees, employed and paid for less than seventy-five percent (75%) of a college year. These employees shall not be part of the Classified service.

"Substitute employee" means any person employed to replace any Classified employee who is temporarily absent from duty. In addition, if the District is engaged in a procedure to hire a permanent employee to fill a vacancy in that Classified position, the Governing Board may fill the vacancy through the employment for not more than sixty (60) calendar days of one or more substitute employees. In the event that a vacancy is not filled within sixty (60) calendar days, the District and the Association may agree to continue to fill the vacancy with one (1) or more substitute employees without the substitute employee(s) becoming part of the Classified service. The District may request an extension of the sixty-day (60) limit to one hundred twenty (120) days on a case-by-case basis.

"Short-term employee" means any person who is employed to perform a service for the District, upon the completion of which the service required or similar services will not be extended or needed on a continuing basis.

"Seventy-five percent (75%) of a college year" means one-hundred ninety five (195) working days, including holidays, sick leave, vacation and other leaves of absences irrespective of the number of hours worked per day.

Employment of either full-time or part-time students in any college work study or in a work experience education program shall not result in the displacement of Classified personnel. Additionally, no contracting out of work performed by Bargaining Unit employees shall result in the layoff of existing Classified personnel.

The District and C.S.E.A. shall review the number of substitute and short-term employees by June 30 of each college year.

- 7.12 **Filing** - An employee in the Bargaining Unit may file for the vacancy by notifying the Human Resources Office within the filing period.
- 7.13 **Promotional Order** - If it is determined that the best qualified applicant or applicants are within the Bargaining Unit and the employees are equally qualified, the employee with the greatest Bargaining Unit seniority shall be the one promoted. In the event that two (2) or more equally qualified employees have identical seniority, the employee to be promoted shall be selected by lot.
- 7.14 The District shall not act in an arbitrary and capricious manner in filling Bargaining Unit positions that are considered to be a promotion.
- 7.15 The District and the Association agree that when a Bargaining Unit position is vacant and the District wishes to change the hours, months of service or classification of the vacant position, it shall first consult with the Association. If, through the consultation process, the District and the Association fail to agree upon the proposed changes, the following procedure shall be implemented:
- 7.15.1 A proposed change shall be submitted to a bilateral committee composed of three (3) members appointed by the District and three (3) members appointed by the Association.
- 7.15.2 The committee's chairmanship shall be rotated between C.S.E.A. and District members on an alternating schedule.
- 7.15.3 The committee shall be empowered to review the proposed change, and by a majority vote of the entire membership of the committee, shall reach a decision regarding any implementation.
- 7.15.4 The committee shall be required to render its decision within fifteen (15) calendar days from date of the first consultation meeting between the District and the Association. There must be contained within the fifteen (15) day period a minimum of five (5) scheduled working days.
- 7.15.5 The District shall have the responsibility for convening the committee. The agenda, limited to one (1) item, shall be prepared by C.S.E.A. The meeting shall be held on the College campus during regular working hours, or at a time agreed to by all committee members.
- 7.15.6 The decision of the committee shall be binding upon both parties and not grievable under the grievance provisions of this Agreement.
- 7.15.7 If the committee fails to reach a majority opinion, the District and Association agree to alternately have the right to break the tie regarding the subject under consideration. The Association shall have the first right to exercise the option.
- 7.15.8 This provision does not restrict the District's right to eliminate existing positions or create new positions, nor the Association's right to negotiate the effects of such actions.

ARTICLE VIII: EMPLOYEE EXPENSES AND MATERIALS

- 8.1 **Non-Owned Automobile Insurance** - The District agrees to provide the secondary personal injury property damage insurance to protect employees in the event that employees are required to use their personal vehicles on employer business. The employees shall have the right of refusal unless otherwise specified in writing at the time of employment.
- 8.2 **Physical Examinations** - The District agrees to provide the full cost of any medical examination required as a condition of continued employment.
- 8.3 **Property Damage** - The District shall reimburse an employee up to one-hundred dollars (\$100.00) for each incident which exceeds ten dollars (\$10.00) for any stolen, damaged or destroyed personal property of the employee while on duty, on District property, or on a District-approved activity provided there was no negligence by the employee. Property damage claims for items that have been previously reimbursed shall be referred to the **EERC** for approval.
- 8.3.1 For the intent of this section, "personal property" is defined as eyeglasses, hearing aids, dentures, watches or articles of clothing.
- 8.3.2 Vehicle damage shall be covered if the following conditions are met: (1) the employee was authorized to use his/her vehicle in a District-approved activity, (2) there was no negligence by the employee.
- 8.3.3 In the event an employee is reimbursed pursuant to this section, the District shall have the right of recovery to the extent of such payment from the party committing the theft or damage to property.
- 8.3.4 An employee filing a claim pursuant to this section shall file said claim on the District-prepared claim form no later than three (3) working days following the damage or loss of the property in question. The District retains the right to inspect all damaged property and to require full disclosure of witnesses, prior conditions, and full description and/or serial numbers of damaged or stolen property. A police report of the incident may be required prior to consideration by the District.
- 8.4 Employees in the classifications of Lead Campus Police Officer and Campus Police Officer may be required by the District to wear District-provided uniforms while on duty. If the employee is required to wear a uniform, the District shall provide the employee with five (5) shirts, five (5) pairs of trousers, an appropriate jacket, and cap (optional). The District shall be responsible for the dry cleaning of one uniform per officer per day. The District will contract with a local dry cleaning vendor designated by the District. Police Officers shall be responsible for dropping off and picking up their uniforms. The District shall replace uniforms as needed, at no cost to the employee.

ARTICLE IX: HEALTH AND WELFARE BENEFITS

- 9.1 Effective January 1, 2002, the District shall contribute annually the amount of five thousand two hundred dollars (\$5,200) to the health and welfare benefits for each full-time Bargaining Unit member. Any Bargaining Unit member hired or terminated during the year shall have his/her health and welfare benefits prorated in accordance with the months of service provided to that position. The District will contribute up to \$800,000 to the employee health and welfare plan.
- 9.2 Part-time Bargaining Unit employees shall be entitled to a prorated share of the health and welfare benefits. The proration shall be based upon the relationship between the time worked and full-time assignment. Employee must meet the individual insurance carrier's eligibility requirements.
- 9.3 The Health & Welfare Benefits Committee, which includes CSEA appointees, shall make recommendations for changes to the health and welfare plan and/or vendors to the common table for bargaining.
- 9.4 Health and welfare benefits shall be selected from the form attached to this Agreement (Appendix C).
- 9.5 **Service Retirement Medical Coverage** - The District shall continue to provide medical insurance coverage for all full-time Bargaining Unit employees who retire prior to the age of sixty-five (65), until they are eligible for Medicare, and who meet the following requirements:
- 9.5.1 Effective January 1, 1999, the minimum years of satisfactory service shall be fifteen (15) years and the Bargaining Unit employee shall have reached the age of fifty (50) in the year of application.
- 9.5.2 The employee must be enrolled in a District health provider program at time of retirement for the minimum period of one (1) year. The Human Resources Office shall verify that the requirements have been met and notify the Superintendent/President of the employee's eligibility.
- 9.5.3 Medical support shall be for the retiring employee only, and shall not exceed the District maximum health and welfare benefits support program. The retiree and his/her eligible dependents may elect to participate in the District's dental plan at the employee's own expense. Employees may participate in the plan until the employee becomes eligible for Medicare. Subject to carrier contract specifications and limitations, the retiree and his/her eligible dependant(s) may participate in applicable portions of the District's Health and Welfare Benefits Plan at the employee's own expense.
- 9.5.4 If a Bargaining Unit member qualifying under 9.5.1. and 9.5.2. moves out of the service area of District health providers, the retired Unit member shall be reimbursed, until the retiree qualifies for Medicare or its successor, up to the current average District cost for active members, limited to verified medical coverage costs paid by the member.

9.5.5 The District shall provide for each full-time Bargaining Unit member beginning at the time of Medicare eligibility who qualifies for the continuation of medical insurance coverage under subsection 9.4 of this Agreement, and who retires during the period of time covered by this Agreement, an amount of one thousand dollars (\$1,000) a year towards reimbursement of any major medical coverage, including Medicare, for the covered retiree only.

9.5.6 At the Bargaining Unit member's election, the benefits provided under subsection 9.4.5 may be substituted for the benefits provided under subsection 9.4.3. and 9.4.4. (This election is irrevocable. Once the Unit member drops District medical coverage, it may not be reinstated).

9.6 **Family Leave Coverage** - Eligible Bargaining Unit members who receive Family Leave pursuant to Section 12.12 shall receive health and welfare benefits for the duration of the leave in accordance with the Family and Medical Leave Act. In the event the Unit member fails to return from his or her Family Leave at the expiration of the leave, he or she shall reimburse the District for all premiums paid by the District during the leave.

9.7 Effective January 1, 2002, the option afforded employees who are Bargaining Unit members to waive health and welfare benefit coverage and to take as salary the District's level of contribution toward these benefits, shall cease with respect to any employee hired after January 1, 2002. All currently employed Bargaining Unit members shall be "grandfathered in" to the current health and welfare benefits program with the continued ability to opt-out of health and welfare benefit coverage.

ARTICLE X: HOLIDAYS

- 10.1 **Scheduled Holidays** - The District agrees to provide all employees in the Bargaining Unit with the following paid holidays:
- 10.1.1 New Year's Day
 - 10.1.2 Martin Luther King, Jr. Day
 - 10.1.3 Lincoln Day
 - 10.1.4 Washington Day
 - 10.1.5 Friday of the week of Spring Break
 - 10.1.6 Memorial Day
 - 10.1.7 Independence Day
 - 10.1.8 Labor Day
 - 10.1.9 A floating holiday (In lieu of California Admissions Day – September 9) – Employees hired after September 9 shall not receive a floating holiday under this Section for that fiscal year.
 - 10.1.9.1 Twelve (12) month employees shall be granted a floating holiday on a day which is mutually agreeable to the employee and his/her immediate supervisor.
 - 10.1.9.2 Nine, ten and eleven (9, 10, 11) month employees - the date of the floating holiday shall be designated by the District unless modified by mutual agreement between the employee and his/her immediate supervisor.
 - 10.1.10 Veterans Day
 - 10.1.11 Thanksgiving Day, and the following Friday
 - 10.1.12 Christmas Day
 - 10.1.13 Two (2) additional days during the Winter Break to be identified in the college calendar.
 - 10.1.14 Cesar Chavez Day
- 10.2 **Additional Holidays** - Special holidays as declared by the President and/or Governor shall be granted in accordance with Education Code Section 79020, sub-sections (c) (d), or its successor.
- 10.3 **Holidays on Saturday or Sunday** - When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. When a holiday falls on Sunday, the following workday not a holiday shall be deemed to be that holiday.

10.4 **Holiday Eligibility** - Except as otherwise provided in this Article, the employee must be in "paid" status on the working day immediately preceding or succeeding the holiday to be paid for the holiday, in accordance with Education Code Section 88203, or its successor.

10.4.1 Employees in the Bargaining Unit who are not normally assigned to duty during the District holidays of New Year's Day, Christmas Day and the two (2) additional holidays during the Winter Break and the Friday of the week of Spring Break shall be paid for those holidays provided they were in a "paid" status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

ARTICLE XI: VACATION PLAN

- 11.1 **Eligibility** - All employees in the Bargaining Unit shall earn paid vacation time under this Article. Vacation benefits are earned on a monthly basis.
- 11.2 **Accumulation** - Vacation time shall be accumulated on a monthly basis in accordance with the following schedules:
- 11.2.1 **Twelve-Month Employees**
One year through five years - 12 days annually
Six years through ten years - 16 days annually
Eleven years through fifteen years - 19 days annually
Sixteen years and above - 20 days annually
- 11.2.2 **Eleven-Month Employees**
One year through five years - 11 days annually
Six years through ten years - 15 days annually
Eleven years through fifteen years - 18 days annually
Sixteen years and above - 19 days annually
- 11.2.3 **Ten-Month Employees**
One year through five years - 10 days annually
Six years through ten years - 14 days annually
Eleven years through fifteen years - 17 days annually
Sixteen years and above - 18 days annually
- 11.2.4 **Nine-Month Employees**
One year through five years - 9 days annually
Six years through ten years - 13 days annually
Eleven years through fifteen years - 16 days annually
Sixteen years and above - 17 days annually
- 11.3 **Vacation Pay** - Pay for vacation days for all Bargaining Unit employees shall be the same as that which the employee would have received had he/she been in working status.
- 11.4 **Vacation Pay Upon Termination** - Upon termination from the District, the employee shall be entitled to compensation for all earned and unused vacation, except employees who have not completed six (6) months of employment in the Bargaining Unit shall not be entitled to such compensation.
- 11.5 **Vacation Postponement**
- 11.5.1 A Bargaining Unit employee may postpone or interrupt his/her vacation in case of personal illness or injury, and shall be placed on sick leave. The employee may elect to have his/her vacation rescheduled. Any employee requesting a postponement or interruption of his/her vacation shall provide the District with a written statement by a licensed physician after a one (1) day leave of absence.
- 11.5.2 If, for any reason, a Bargaining Unit employee is not permitted to take all or any part of his/her annual vacation, he/she shall suffer no loss of accumulated days.

- 11.6 **Vacation Carry-Over** - Vacation records for all Bargaining Unit employees shall be recapped as of September 30 annually. Employees having more than forty (40) days of accumulated vacation as of that date will be required by the Director of Human Resources to review their vacation plans with the administrative supervisor and provide the Director of Human Resources with a plan for reducing the balance to forty (40) days or less of accumulated vacation by June 30th of the following year. Any employee who has accrued more than forty (40) vacation days shall meet with his/her supervisor to develop a mutually agreed-upon vacation plan to reduce his/her vacation balance. Any disputes arising out of this section may be brought to the Employer/Employee Relations Committee (E.E.R.C.).
- 11.7 **Holidays** - When a holiday as agreed upon in Section 10.1 falls during the scheduled vacation of the Bargaining Unit employee, the holiday shall not be counted as a vacation day.
- 11.8 **Vacation Schedule**
- 11.8.1 Bargaining Unit employees who request a planned vacation shall do so by submitting a Vacation Request to the employee's supervisor for approval a minimum of one (1) week prior to the first day of the requested vacation. The immediate supervisor or designee shall respond to the vacation leave request with attention to time-sensitive issues. Twelve (12) month Bargaining Unit Employees may request vacation after six (6) months of employment. Normally, the maximum amount that will be allowed at any one time is twenty (20) working days.
- 11.8.2 Vacations for twelve (12) month Bargaining Unit employees shall be scheduled at time requested, so far as possible, within the District's work requirements.
- 11.8.3 Regular vacation time for nine (9), ten (10), and eleven (11) month employees shall be determined by the college calendar, or by mutual agreement between the employee and his/her immediate supervisor. Additional vacation days granted for longevity shall be scheduled in accordance with section 11.8.2. All earned vacation for nine (9), ten (10), and eleven (11) month employees shall be taken within the fiscal year in which it was earned.
- 11.9 **Priority Considerations**
- 11.9.1 Priority consideration shall be provided to any Bargaining Unit employee who has filed a vacation request six (6) months prior to the desired vacation dates.
- 11.9.2 When two (2) or more Bargaining Unit employees request the same vacation period and the supervisor has determined that all requested vacations may not be granted, the following procedure shall be implemented:
- 11.9.2.1 The immediate supervisor shall notify the affected employees of the conflict and the employees shall attempt to resolve the conflict.
- 11.9.2.2 If the employees cannot resolve the conflict, the immediate supervisor shall grant the vacation to the employee with the most Bargaining Unit seniority.
- 11.9.3 Once an employee has been granted priority consideration, he/she shall not again be granted priority consideration until all members of the department have exercised their option to be granted priority consideration.

11.10 **Special Vacation** - During the week preceding Easter, special vacation shall be granted to all Bargaining Unit employees in accordance with the following provisions:

11.10.1 The District shall provide all twelve (12) month Bargaining Unit employees with two (2) days of non-accumulative vacation to be used during the Spring Break week.

11.10.1.1 All nine (9), ten (10), and eleven (11) month employees not on duty during this period of time shall receive prorated days of non-accumulative vacation time to be taken at a time mutually agreed upon by the employee and his/her immediate supervisor.

11.10.2 In conjunction with the two (days) of special vacation, each employee shall take two (2) days of his/her accumulated vacation or compensatory time, or shall take time off without pay if he/she has no other accrued paid leave available, during the same week. The type of leave used shall be designated by the employee.

11.10.3 The District reserves the right to require a Bargaining Unit employee to work during this week. If a Bargaining Unit member is required to work, he or she shall be granted the two (2) days of special vacation at a time during the year which is mutually agreed upon between the employee and his or her supervisor.

11.11 The District reserves the right to establish an annual calendar which provides for the closing of the campus during a winter vacation period which includes the holidays of Christmas and New Years. Except in the case of an emergency, the District reserves the right to require a Unit member to work a maximum of three (3) days during the time of the established Winter Break. Prior to assigning a Unit member to work during the Winter Break, the supervisor shall request work volunteers from qualified Bargaining Unit members who possess the requisite skills and job classifications.

11.12 Effective July 1, 2012 through June 30, 2014, the District shall provide all twelve (12) month Bargaining Unit Members with two (2) days of non-cumulative, special winter break vacation to be used only during the established winter break period.

All nine (9), ten (10), and eleven (11) month employees not on duty during this period of time shall receive prorated days of the special non-cumulative winter break vacation.

This provision shall expire/sunset on June 30, 2014.

11.12.1 Effective with the 2013-14 academic year, the District shall establish a winter break period which shall consist of at least ten (10) weekdays, including regularly mandated holidays.

ARTICLE XII: LEAVES

- 12.1 **Bereavement Leave** - Employees shall be granted five (5) days leave with pay in the event of the death of any member of the employee's immediate family. The immediate family is defined as spouse, parent(s), step parent(s), sister, brother, step brother, step sister, son, daughter, step children, mother-in-law, father-in-law, grandfather, grandmother, great-grand parents, great-grand children, son-in-law, daughter-in-law, grandchild, brother-in-law, sister-in-law, registered domestic partner, a person for whom the employee has been designated as legal guardian, or any relative of either spouse living in the immediate household of the employee.
- 12.2 **Jury Duty** - An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty. Any day during which any employee in the Bargaining Unit whose regular assigned shift commences at 4:00 p.m. or after, and who is required to serve six (6) or more hours on jury duty shall be relieved from work with pay. As soon as possible or at least one week prior to jury service, the employee shall submit a copy of the summons to the supervisor. Upon completion of jury duty, the employee shall provide the District Human Resources Office with an official verification of the dates and times of jury duty. Employees should report to work unless instructed to report for jury service. The employee shall submit compensation received for time served to Fiscal Services. If time and mileage are included in one check, Fiscal Services will give the employee a check for mileage. Any employee whose regular assigned duty is a non-traditional workweek and is required to perform jury duty during that workweek shall have his/her workweek adjusted so that the employee does not work or serve on jury duty more than five (5) combined days during that workweek. The specific workweek shall be mutually agreed upon by the employee and the supervisor.
- 12.3 **Military Leave** - An employee shall be entitled to military leave in accordance with the laws of the State of California.
- 12.4 **Sick Leave**
- 12.4.1 **Leave of Absence for Illness or Injury** - Sick leave means the absence from duty of a Bargaining Unit employee because of his/her illness, injury, or exposure to a contagious disease. Disability relating to pregnancy while a Bargaining Unit employee is in paid status at the time of the disability shall be considered sick leave.
- 12.4.2 Each Bargaining Unit employee shall be credited with one (1) day of sick leave per each month of employment prorated for less than full-time or less than twelve (12) month contract service.
- Except in cases of extraordinary circumstances, all absences due to illness or injury shall be reported by calling the immediate supervisor each day prior to the employee's scheduled start time, unless medical verification is provided to the Human Resources Office stating the absence period.
- After five (5) consecutive days of absence, the District will require illness verification in the form of a licensed physician's statement authorizing the absence from duty.

- 12.4.3 An employee employed less than five (5) days per week shall be entitled, for fiscal year of service, to that proportion of twelve (12) days leave of absence for illness or injury as the number of days he/she is employed per week bears to five (5). When such persons are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury for which they are entitled.
- 12.4.4 Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day of illness.
- 12.4.5 At the beginning of each fiscal year, the full amount of sick leave granted under this section shall be credited to each employee. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six (6) days of the proportionate amount to which he/she is entitled until the first day of the calendar month after completion of six (6) months of active service with the District.
- 12.4.6 Any Bargaining Unit employee who terminates before the end of the fiscal year and has used unearned sick leave shall have the appropriate amount deducted from his/her paycheck for the number of unearned days used. Although the entire allowance for sick leave is allotted at the beginning of the fiscal year, it shall be construed as having been earned on the basis of one (1) day for each month served.
- 12.4.7 If an employee does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year.
- 12.4.8 Any eligible employee may convert unused sick leave to retirement credit in accordance with Government Code Section 20862.5, or its successor, if the employee is filing a request for retirement. The District shall be held harmless.
- 12.4.9 **Transfer of Sick Leave** - Any Classified employee of any California school district who has been an employee of that district for a period of one (1) calendar year or more, and who terminates such employment for the sole purpose of accepting a position with the Southwestern Community College District within one (1) year of termination of his former employment, shall have transferred his/her total amount of earned sick leave for illness or injury to which he/she is entitled.
- 12.5 **Industrial Accident and Illness Leave** - In addition to any other benefits that an employee may be entitled to under the Worker's Compensation laws of the State, employees with three (3) years of service with the District shall be entitled to the following benefits:
- 12.5.1 An employee suffering an injury or illness arising directly out of and in the course and scope of his/her employment shall be entitled to a leave of up to sixty (60) working days in any one (1) fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.
- 12.5.2 Payment for wages lost on any day shall not, when added to an award granted the employee under the Worker's Compensation laws of this state, exceed the normal wage for the day.

- 12.5.3 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If, however, an employee is still receiving temporary disability payments under the Worker's Compensation laws of this state at the time of the exhaustion of benefits under this section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave, which, when added to the Worker's Compensation award, provides for a day's pay at the regular rate of pay.
- 12.5.4 Any time an employee on industrial accident or illness leave is able to return to work, he/she shall be reinstated in his/her position.
- 12.5.5 The District has the right to have the employee examined by a physician designated by the District to assist in determining the length of time during which the employee will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.
- 12.5.6 All medical examinations required by the District shall be at no cost to the employee.
- 12.5.7 All employees shall be provided a Notice of Election to be treated by personal physician form. New employees shall receive this form upon employment, as well as information regarding the District's policies on sexual harassment and discrimination laws.

12.6 **Entitlement to Supplemental Sick Leave**

- 12.6.1 Any employee shall be eligible for five (5) months (defined as one hundred (100) workdays) of supplemental sick leave after the exhaustion of his/her full-time accumulated sick leave.
- 12.6.1.1 Benefits provided during the one hundred (100) workdays will be at fifty percent (50%) of regular salary.
- 12.6.1.2 Even if an employee supplements sick leave with other accrued leave balances, the employee is only eligible for 100 workdays of supplemental sick leave per fiscal year.
- 12.6.1.3 The one hundred (100) workdays are credited on a fiscal year basis and are not cumulative from year to year.

12.7 **Break in Service**

- 12.7.1 No absence under any leave in which the employee is in paid status shall be considered as a break in service for the employee. All benefits accruing under the provisions of this Agreement shall continue to accrue under such absence.

12.8 **Personal Necessity Leave** – Seven (7) days of absence earned for sick leave under section 12.4 of this Article may be used by the employee, at his/her election, in cases of personal necessity, on the following:

- 12.8.1 The death or serious illness of a member of the employee's immediate family, when bereavement leave is exhausted or does not apply.
- 12.8.2 As a result of an accident involving the employee's personal property or the personal property of his/her immediate family.
- 12.8.3 Personal matters that cannot be taken care of outside the Unit Member's working hours.
- 12.8.4 When resulting from an appearance in any court or before any administrative tribunal as a litigant party or witness, under subpoena or any order made with jurisdiction.
- 12.8.5 Other personal necessities which are allowed at the discretion of the Superintendent/President or designee, provided that under no circumstances shall leave be available for purposes of personal convenience or for the extension of a holiday or a vacation period, for matter which can be taken care of outside the work hours, or for recreational activities.
- 12.8.6 Before the utilization of personal necessity leave, an employee must make every effort to obtain prior written approval from the immediate supervisor. The employee shall make every effort to comply with District procedures for notification in case of an absence.
- 12.8.7 Under all circumstances, an employee shall indicate in writing, by submitting a Request for Personal Necessity form, that the personal necessity leave was used only for the purposes set forth in 12.8 above.
- 12.8.8 No immediate supervisor shall coerce, intimidate or discriminate against an employee for utilizing his/her earned paid leave as provided for in this Agreement.

12.9 **Personal Business Leave**

- 12.9.1 Each employee shall be entitled to one (1) day of paid leave annually for the purpose of conducting personal business. Such leave may be taken at the employee's discretion and with the immediate supervisor's approval. Forty-eight (48) hours prior written notice to his/her immediate supervisor is required.
- 12.9.2 The District retains the right to limit the number of employees granted personal business leave on any one day to two percent (2%) of the total number of Bargaining Unit employees. If more than two percent (2%) of the employees request personal business leave on the same day, the District, in consultation with the employee and the CSEA Chapter President, shall designate the employees to be granted personal business leave.
- 12.9.3 Personal business leave shall be taken in increments of no less than two (2) hours.

12.10 **Personal Leave**

- 12.10.1 Personal leave without pay may be granted to Bargaining Unit employees for a period not to exceed thirty (30) consecutive days within a twelve (12)-month rolling period and is subject to the approval of the employee's immediate administrator, area Vice President, and the Director of Human Resources. Salary deductions are made at the employee's hourly or daily rate of pay. Exceptions are subject to the approval of the Superintendent/ President.
- 12.10.2 A Bargaining Unit employee who is granted personal leave shall be entitled to uninterrupted fringe benefits provided the leave does not exceed one (1) entire pay period.
- 12.10.3 When personal leave exceeds one (1) entire pay period, health and welfare benefits shall be extended according to federal (COBRA) and state (SB761) regulations and carrier contract specifications.

12.11 **Pregnancy Leave** - Personal leave shall be granted without pay to any female employee who desires to absent herself from her duties because of pregnancy or convalescence following childbirth. Such leave shall not deprive the employee of sick leave rights for absences due to illness or surgery resulting from pregnancy. Sick leave, however, may not be granted while an employee is on personal leave. The District shall continue to pay health and welfare benefits for the first ninety (90) days for any employee granted pregnancy leave.

12.12 **Family Leave** – Bargaining Unit members who are eligible, pursuant to the Family and Medical Leave Act to receive Family Leave shall be granted up to twelve (12) weeks of unpaid leave per fiscal year for those reasons covered by the Family and Medical Leave Act. A Bargaining Unit member granted Family Leave, for his or her own serious health condition, shall use his or her accrued sick leave concurrently with the Family Leave, consistent with the Family and Medical Leave Act and federal and state law. Unit members granted Family Leave, for any other Family Leave purposes, may elect to use vacation leave or personal necessity leave or take unpaid leave, consistent with and, so long as it is permissible by, the Family and Medical Leave Act and federal and state law (Appendix D). C.S.E.A. and the District reserve the right to meet and negotiate over any remaining bargainable issues relating to Family Leave.

ARTICLE XIII: TRANSFERS

- 13.1 **Transfers** - A transfer is movement of a Unit Member to another position within the same classification. A Bargaining Unit member may be transferred or reassigned within his/her classification to any location when it is in the best interest of the District. Unit Member transfers shall be based on the program needs, efficiency or effectiveness of the District. The District shall not transfer or reassign a Unit Member for disciplinary reasons.

A Unit member permanently reassigned shall be given no less than a 15-workday notice of transfer. The immediate administrator shall meet with the Unit Member, explain the reason(s) for such action before the transfer/reassignment is initiated and provide written notification including the rationale for transfer.

Unit Member may appeal the transfer/reassignment by submitting the appeal in writing to the Vice President for Human Resources within five (5) days of the notice. The Vice President for Human Resources shall meet with the Unit Member and render the decision, in writing, to the Unit member prior to the effective date of the transfer. The decision of the Vice President for Human Resources is final and not subject to the grievance process.

Unless otherwise prohibited by law, when a new position is created or an existing position becomes vacant, the District shall consider the transfer requests of qualified Unit Members serving in the same classification. Background, experience and qualifications of the Unit Member in prior or current District positions shall be provided by the Unit Member during the application process and will be considered along with department/District needs.

The District may hire outside the Bargaining Unit if it is determined that the best qualified applicant is outside of the Bargaining Unit. The procedures set forth in 7.9 through 7.12 shall be followed whenever a vacancy occurs.

- 13.2 **Medical Transfers** - If the employee meets the qualifications stipulated in this sub-section, the District shall give alternate work when the same is available to an employee who has become medically unable to satisfactorily perform his/her regular job class duties. The alternate work may constitute demotion or lateral transfer to a related class. The District shall notify C.S.E.A. of such action. The qualifications for such transfer are as follows:

- 13.2.1 The employee must have three (3) years of consecutive work experience with the District.
- 13.2.2 The last two (2) regular evaluations of the employee must be satisfactory.
- 13.2.3 The employee meets the qualifications published in the position description for the vacant position.

**ARTICLE XIV: CLASSIFICATION, RECLASSIFICATION AND ABOLITION
OF POSITIONS**

- 14.1 **Definition** - According to Education Code Section 88001 (f) "Reclassification" means the upgrading of a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in that position.
- 14.2 **Placement in Class** - Every Bargaining Unit position shall be placed in a class.
- 14.3 **Classification and Reclassification Requirement** - Position classification and reclassification shall be subject to mutual input between the District and C.S.E.A.
- 14.3.1 The supervisor of a bargaining unit member may request reclassification for a bargaining unit member at any time. A bargaining unit member may also request reclassification at any time but is limited to one request per twenty-four (24) month period. Requests for reclassification shall be submitted via a Reclassification Request Form to Human Resources.
- 14.3.2 The services of a classification consultant shall be obtained to assist with the reclassification process. All reclassification requests shall be forwarded to the consultant. Human Resources will schedule an interview meeting with the employee and the classification consultant within thirty (30) calendar days of receiving the reclassification request. The interview may be conducted by teleconference. The consultant may also seek information from the bargaining unit member's supervisor and technical resources if needed. The consultant shall provide a written response within thirty (30) calendar days after the interview. If applicable, the consultant shall include compensation level and a revised job description with the recommendation.
- 14.3.3 If the bargaining unit member does not agree with the consultant's recommendation, the bargaining unit member may submit a written request for appeal to the Reclassification Committee within ten (10) work days. The Reclassification Committee consists of the Director of Human Resources (or designee), the C.S.E.A. President (or designee) and the classification consultant. A meeting with the employee and the committee shall be scheduled within thirty (30) calendar days of the appeal. The Reclassification Committee shall provide a written response within five (5) days of the appeal meeting. The committee's response to an appeal shall be final and not subject to grievance.
- 14.3.4 Requests recommended for reclassification shall be submitted for review by the Superintendent/President. The Superintendent/President shall forward his/her recommendation to the Governing Board for final approval within two Governing Board agenda submission cycles. In the event that the Superintendent/President declines to forward a reclassification to the Governing Board, the employee will be notified in writing by Human Resources within ten (10) workdays.
- 14.3.5 If the reclassification recommendation is approved by the Governing Board, the bargaining unit member shall be compensated pursuant to 7.1.5. The new rate of pay shall be retroactive to the date Human Resources received the reclassification request.

(Appendix E – Reclassification Process Flow)

- 14.4 **New Positions or Classes of Positions** - All newly-created positions or classes of positions shall be designated by the District. The District shall discuss with C.S.E.A. whether the designated positions fall within the Bargaining Unit or not. Any disputes over the District's designation of newly-created positions or classes of positions may be challenged by C.S.E.A. through the Public Employment Relations Board.
- 14.5 **Incumbent Rights** - When an entire class of positions is reclassified, the incumbents in the positions shall be entitled to serve in the new positions. When a position or positions less than the total class is or are reclassified, incumbents in the positions who have been in the positions for one (1) year or more shall be reallocated to the higher class. If an incumbent in such a position has not served in that position for one (1) year or more, then the new position shall be considered a vacant position subject to the lateral transfer and promotion provisions of this Agreement.

ARTICLE XV: LAYOFF AND REEMPLOYMENT

- 15.1 **Reason for Layoff** – Pursuant to Education Code 88127, classified Bargaining Unit employees shall be subject to layoff for lack of work or lack of funds. Education Code Section 88017 provides that lay off may result when a specially funded program expires.
- 15.2 **Notice of Layoff** – The District will notify CSEA, in writing, of any reductions, layoffs, or elimination of services fifteen (15) working days prior to notification of employees. Pursuant to Education Code 88127, classified Bargaining Unit employees shall be subject to layoff for lack of work or lack of funds. Bargaining Unit employees affected by layoff shall be given notice of lay off not less than sixty (60) calendar days prior to the effective date of layoff and shall be informed of their displacement rights, if any, and reemployment rights under section 15.9. Any written notice shall indicate the reason for layoff. The District, C.S.E.A., and the affected incumbent shall meet no later than five (5) working days after the incumbent has been notified of layoff to discuss options including bumping rights, reemployment rights, and demotion in lieu of layoff. Failure to give the employee written notice under the provisions of this section shall invalidate the layoff.
- 15.3 **Order of Layoff**
- 15.3.1 Pursuant to Education Code 88127, whenever a classified employee is laid off, the order of lay off within the classification shall be determined by length of service. The employee who has been employed the shortest time in the class, plus higher classes, shall be laid off first.
- 15.4 **Classification Seniority** - Seniority is determined by time in paid status, within the classification. The District shall maintain an updated seniority roster indicating employee's length of service. Such roster shall be provided to CSEA within thirty (30) calendar days of request.
- 15.5 **Equal Seniority** - If two (2) or more employees subject to layoff have equal class seniority, the determination as to who shall be laid off will be made on the basis of the greater hire date seniority. If they are equal, then the determination shall be based on the number of hours an employee has been in a paid status in the class plus higher classes; and if they are still equal, the determination shall be made by lot.
- 15.6 **Bumping Rights** - An employee laid off from his/her present class may, in order to avoid layoff, bump into the next lowest class in which the employee has greatest seniority considering his/her seniority in the lower class and any higher classes.
- 15.7 **Layoff in Lieu of Bumping** - An employee who elects a layoff in lieu of bumping maintains his/her employment right under this Agreement.
- 15.8 **Voluntary Demotion or Voluntary Reduction in Hours** – An employee who takes voluntary demotion or voluntary reduction in assigned time in lieu of layoff shall be, at the employee's option, returned to a position in his/her former class or to a position with increased assigned time as vacancies become available, and with no time limit except that he/she shall be ranked in accordance with his/her seniority on any valid reemployment list. Employees who take a voluntary demotion or voluntary reduction in assigned time in lieu of layoff shall receive the same reemployment rights as employees who are laid off and shall retain eligibility to be considered for reemployment for an additional period of up to twenty-four (24 months).

15.9 **Re-employment Rights**

Pursuant to Education Code 88117, employees who have been laid off because of lack of work or lack of funds are eligible for reemployment for a period of thirty-nine (39) months and shall be reemployed in preference to new applicants.

If the employee refuses a re-employment offer to the classification held at the time of lay off, or a similar position in a higher classification for which he/she is qualified, he/she shall not be eligible for further preferred consideration. A refusal shall not preclude an employee from future employment with the District.

15.10 **Recalls**

15.10.1 Recalls shall be made in the reverse order of layoffs within each job classification. Those employees in the Bargaining Unit who have completed a probationary period shall be re-employed without having to serve an additional probationary period.

15.10.2 Notification of recall shall be made by personal contact or Certified Mail to the employee's last known mailing address. The employee must indicate acceptance of the job offer within five (5) working days after receipt of the notification, and arrange the time of return to work. The employee must, however, be available within twenty (20) calendar days of notice.

5.11 **Improper Layoff**

An employee who is improperly laid off shall be reemployed immediately upon discovery of the error and shall be reimbursed for all loss of salary and benefits. Initiation of processing of a warrant for back pay shall be accomplished within five (5) working days by the District after said discovery.

ARTICLE XVI: GRIEVANCE PROCEDURE

16.1 General Provisions

- 16.1.1 A "grievance" is a claim by an aggrieved party that there has been a violation, misapplication, or misinterpretation of the provisions of this Agreement.
- 16.1.1.1 All other matters and disputes for which there are other means of resolution are beyond the scope of this Agreement.
- 16.1.1.2 A "grievant" is the Association and/or a member of the Unit covered by the terms of this Agreement.
- 16.1.1.3 A "day" is a day in which the central administrative office of the District is regularly open for business.
- 16.1.2 **Failure to Meet Time Limits** - If a grievance is not processed by the grievant in accordance with the time limits set forth in this Article, it shall be considered settled on the basis of the decision last made by the District. Except as provided herein, if the District fails to respond to the grievance within the time limits at any level, the running of the time limit shall be deemed a denial of the grievance and termination of the level involved, and the grievant may proceed to the next step.
- 16.1.2.1 Time limits hereunder may be lengthened or shortened in any particular case only by mutual written agreement.
- 16.1.3 **C.S.E.A. Representation** - The grievant shall be entitled to representation by C.S.E.A. at all grievance meetings. In situations where C.S.E.A. has not been requested to represent the grievant, the District will not agree to a final resolution of the grievance until C.S.E.A. has received a copy of the grievance and the proposed resolution and has been given an opportunity to state its written views on the matter. Ten (10) days will be considered an opportunity in this instance.
- 16.1.4 The grievant and his/her representative shall have released time for processing grievances.
- 16.1.5 **No Reprisal** - There shall be no reprisal against a Bargaining Unit employee for filing a grievance or assisting a grievant.
- 16.1.6 **Grievance Files** - The District's records dealing exclusively with the filing and processing of a grievance shall be maintained separately from the grievant's personnel file. Such grievant's file shall be kept confidential. All records used in this grievance procedure which may have derived from personnel files maintained by the District will be returned to those files without indication that they had been used in this grievance procedure.

16.2 **Grievance Procedure**

16.2.1 **Level I**

- 16.2.1.1 Within twenty (20) days of the time an employee knew or reasonably could have known of the occurrence of an alleged grievance, the employee shall discuss with the immediate supervisor the alleged grievance.
- 16.2.1.2 If a satisfactory resolution is not reached within three (3) days of the discussion, the grievant shall present, within five (5) days thereafter, on the "Grievance Form," attached hereto as Appendix F, the grievance in writing to the next higher designated administrator or designee.
- 16.2.1.3 The next higher administrator or designee shall communicate the decision to the employee in writing within seven (7) days after receiving the grievance. The grievant, next higher administrator or designee may request a personal conference within the above time limits.

16.2.2 **Level II**

- 16.2.2.1 In the event the grievant is not satisfied with the decision at Level I, the decision may be appealed to the Superintendent/President, or his/her designee, within seven (7) days.
- 16.2.2.2 In order to be processed, the appeal shall include copies of the original grievance and any decision rendered, including the reason of the appeal.
- 16.2.2.3 The Superintendent/President or his/her designee, shall communicate the decision to the grievant in writing within ten (10) days of receiving the appeal. Either the grievant, the Superintendent/President, or his/her designee, may request a personal conference within the above time limits.

16.2.3 **Level III**

Prior to the submission of a grievance to Level IV, Binding Arbitration, either party may ask for the services of the State Mediation and Conciliation Service for mediation and recommendation.

16.2.4 **Level IV:** **Binding Arbitration**

- 16.2.4.1 In the event the grievant is not satisfied with the decision at Level II, or the mediation step described in 16.2.3, if utilized, has not resulted in a settlement, C.S.E.A. shall notify the Superintendent/President that the grievance shall be submitted to a neutral arbitrator. Such notification shall be in writing and filed with the Superintendent/President within ten (10) days after receiving the decision in Level II, or within ten (10) days after the mediation session is held pursuant to 16.2.3. The notification must contain a written statement from C.S.E.A. agreeing to arbitration of the grievance.

- 16.2.4.2 Within ten (10) days of the grievant giving notice that he/she wants to submit his/her grievance to arbitration, the parties shall meet for the purpose of identifying a mutually acceptable arbitrator. If the District and Association cannot agree on an arbitrator, a request for names shall be submitted to the State Conciliation and Mediation Service. Upon receipt of the list of arbitrators, the parties shall select one by alternately striking names from the list until one name remains. The remaining name shall become the arbitrator.
- 16.2.4.3 The arbitrator selected shall schedule a hearing as expeditiously as possible at a location convenient to the parties.
- 16.2.4.4 The arbitrator's jurisdiction shall be limited to determining whether the Collective Bargaining Agreement has been misinterpreted or misapplied and shall have no authority over disciplinary process or determinations.
- 16.2.4.5 The arbitrator shall neither add, detract from, nor modify the language contained in the Collective Bargaining Agreement. The arbitrator's decision will be binding and final upon the parties.
- 16.2.4.6 The cost of the services of the arbitrator, including the cost of the court reporter and transcripts, shall be shared equally by the parties.
- 16.2.4.6.1 Unless both parties agree otherwise, in the event of a cancellation or postponement of an arbitrator hearing, any cancellation or postponement fees charged by the arbitrator shall be borne by the party requesting the cancellation or postponement.

ARTICLE XVII: EDUCATIONAL INCENTIVE PROGRAM

The District and the Association agree in concept to the following Educational Incentive Program:

- 17.1 Effective January 1, 1999, the Educational Incentive Program shall provide for a three-time, one-range increase on the Bargaining Unit member(s) Salary Schedule for each Bargaining Unit member who completes the requirements of the Educational Incentive Program.
- 17.2 To fulfill the requirements of the Educational Incentive Program, a Bargaining Unit member must complete the equivalent of twelve (12) semester units of College course work.
- 17.3 For participation in approved activities for which units are not granted, a Bargaining Unit member shall be granted one (1) unit of course work equivalency for each sixteen (16) hours of approved activities.
- 17.4 Activities for which credit may be granted include, but need not be limited to, college course work, workshops, conferences, seminars and college-sponsored in-service programs.
- 17.5 To receive credit for participation in an educational incentive activity, the Bargaining Unit member must receive prior approval from his/her immediate supervisor and the area Vice President.
- 17.6 Credit under the Educational Incentive Program shall be granted only for activities which are job related, as determined by the Director of Human Resources, for the first two one-range increases on the salary schedule. Credit shall be granted for activities which are job related or necessary to receive a degree for the third one-range increase on the salary schedule. The decision of the Director of Human Resources regarding whether or not the proposed program is job related shall not be grievable under the provisions of this Agreement.
- 17.7 If the Director of Human Resources determines that the Bargaining Unit member's proposed program is not job related, the Bargaining Unit member may appeal this decision to the Classified Employer/Employee Relations Committee. The full Committee membership shall consider the appeal and by a majority vote of the entire Committee, may overturn the decision of the Director of Human Resources.
- 17.8 The Classified Employer/Employee Relations Committee shall determine the timelines and application procedures to be used for the Educational Incentive Program.
- 17.9 The Classified Employer/Employee Relations Committee shall undertake the task of defining the term "job related," and shall recommend its definition to the District and the Bargaining Unit.
- 17.10 Credit may be granted to a Bargaining Unit member who attends an in-service program during the Bargaining Unit member's assigned work hours. The Bargaining Unit member's immediate supervisor may adjust the Bargaining Unit member's work hours to permit attendance at approved activities.
- 17.11 No credit shall be granted for attendance at activities for which the Bargaining Unit member receives reimbursement from the District.
- 17.12 The Educational Incentive Program shall become effective upon approval by the District and the Association, of a specific proposal to be developed by the Classified Employer/Employee Relations Committee, no later than July 1, 1987.

- 17.13 **Professional Growth** - The District shall annually allocate the sum of five-thousand dollars (\$5,000.00) for tuition, course fee and required textbook cost reimbursement to Bargaining Unit members who complete courses at accredited colleges. The following provisions shall apply when a Bargaining Unit member requests reimbursement:
- 17.13.1 All courses shall be taken outside of the Bargaining Unit member's assigned work hours. However, if the desired class is not offered outside of the Unit member's assigned work hours, the supervisor may approve the Bargaining Unit member taking that class during his or her assigned work hours.
 - 17.13.2 The Bargaining Unit member shall apply for reimbursement on a form developed and adopted by the Employer/Employee Relations Committee.
 - 17.13.3 Reimbursement may be received for only those courses which meet the criteria established for credit under the Educational Incentive Program.
 - 17.13.4 Any one (1) Bargaining Unit member may be granted up to three-hundred dollars (\$300.00) in one (1) year, and a total of eight-hundred dollars (\$800.00) over a three (3) year period.
 - 17.13.5 Any course for which tuition reimbursement has been granted shall not be eligible to be used by the employee for credit for salary advancement under the Educational Incentive Program.
 - 17.13.6 The Employer/Employee Relations Committee shall review, prioritize and approve all tuition reimbursement requests. The decision of the Employer/Employee Relations Committee shall not be grievable.
 - 17.13.7 Tuition reimbursement funds will be paid at the time the Bargaining Unit member verifies to the Human Resources Office that the course has been successfully completed. Successful completion shall be defined as receiving a letter grade of 'C' or better. At the same time, course syllabus(i) shall be submitted as verification that the purchased textbooks were required, along with receipts.
- 17.14 Any Bargaining Unit member who completes a Doctoral degree shall receive a salary advancement stipend equal to, but not to exceed, those advancements which are available to academic bargaining unit employees.

ARTICLE XVIII: SAFETY

- 18.1 **District Compliance** - The District shall conform to and comply with all health, safety and sanitation requirements imposed by local, state and federal regulations, as well as the District's Safety Policy.
- 18.2 Any conditions on the job considered to be unsafe or potentially unsafe by an employee, shall be reported immediately to the employee's immediate supervisor and may be reported to the Maintenance, Facilities, Health & Safety Coordinator pursuant to the District's Maintenance Work Request process. A Bargaining Unit member may decline to perform a task that he/she deems to be hazardous until such time that the task has been reviewed by the Maintenance, Facilities, Health & Safety Coordinator. Time permitting the employee may request a C.S.E.A. representative to accompany the Maintenance, Facilities, Health & Safety Coordinator in his/her review. No employee shall be in any way unlawfully discriminated against as a result of reporting an unsafe or potentially unsafe job condition.

ARTICLE XIX: TECHNOLOGY

- 19.1 The District and the Association agree that, for the duration of this Agreement, any impacts on the conditions of employment within the Bargaining Unit caused by the pending or actual application of new technology or the upgrading of existing technology shall remain openable under the following conditions:
- 19.1.1 Either party may propose an item to the other party in writing.
 - 19.1.2 Both parties are required to consider the proposal of the other party.
 - 19.1.3 After consideration of the proposal, the party in receipt shall, in a timely manner, communicate to the other party its intent to, or not to, open discussion and/or negotiation. Neither party is required to discuss or negotiate any proposal.
 - 19.1.4 All meetings shall be scheduled by mutual agreement of the parties.
 - 19.1.5 The Association Chapter President, or designee, and the District Superintendent/President, or designee, shall serve as representatives at all meetings. The number of representatives may be increased by mutual agreement.
 - 19.1.6 Any addition or modification to the current Agreement that is agreed upon shall be implemented by way of a side letter. No Side Letter Agreement shall be binding longer than the duration of this Agreement.

ARTICLE XX: CONTRACT CLAUSES

- 20.1 **Savings Clause** – If, during the life of this Agreement, there exists any applicable law or any applicable 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 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 effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in force and effect.
- 20.2 **Americans with Disabilities Act** - Nothing in this Agreement shall prohibit the District from taking steps to comply with the requirements of the Americans with Disabilities Act.
- 20.3 **Effect of Agreement** - It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state law.
- 20.4 **Concerted Activities**
- 20.4.1 It is agreed and understood that there will be no strike, work stoppage or slow-down, including compliance with the request of other labor organizations to engage in such activities.
- 20.4.2 C.S.E.A. and the Governing Board recognize the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so.
- 20.4.3 The District shall not lock out any Bargaining Unit employee.
- 20.4.4 It is understood that in the event this Article is violated, the District shall be entitled to withdraw any rights, privileges or services in this Agreement.

ARTICLE XXI: NEGOTIATIONS

- 21.1 Notification and Public Notice - If either party desires to alter or amend this Agreement, it shall, not less than one hundred twenty (120) days prior to the termination date set forth under the duration Article, provide written notice and a proposal to the other party of said desire and the nature of the amendments and cause the public notice provisions of law to be fulfilled.

21.1.1 Re-Openers

Upon written notice and completion of the Public Notice requirements set forth in Government Code Section 3547, the CSEA and District may re-open negotiations on health and welfare benefits and two additional non-economic Articles selected by each party.

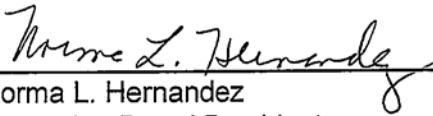
- 21.2 Commencement of Negotiations - Within five (5) days of satisfaction of the public notice requirement, and not later than sixty-five (65) days following submission of the proposal, negotiations shall commence at a mutually acceptable time and place for the purpose of considering changes in this Agreement.
- 21.2 **Commencement of Negotiations** - Within five (5) days of satisfaction of the public notice requirement, and not later than sixty-five (65) days following submission of the proposal, negotiations shall commence at a mutually acceptable time and place for the purpose of considering changes in this Agreement.
- 21.3 **Released Time for Negotiations** - C.S.E.A. shall have the right to designate five (5) employees who shall be given reasonable released time to participate in negotiations. C.S.E.A. shall submit the names of the five (5) employees in writing to Human Resources, at least one (1) week prior to the commencement of negotiations.

ARTICLE XXII: TERMS


22.1 This Agreement shall remain in full force and effect up to and including April 30, 2015 and thereafter shall continue in effect year-by-year unless one of the parties notifies the other in writing no later than one-hundred-twenty (120) days prior to the termination of this Agreement of its request to modify, amend or terminate the Agreement.

Signed and entered into this 11th day of July 2012.

FOR THE DISTRICT:




Norma L. Hernandez
Governing Board President
Southwestern Community College District

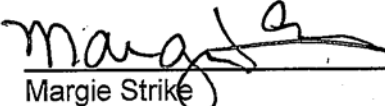


Melinda Nish, Ed.D.
Superintendent/President
Southwestern Community College District

FOR C.S.E.A.:



Bruce MacNintch, President
California School Employees' Association
Chapter 524



Margie Strike
Labor Relations Representative
California School Employees' Association

The Bargaining Unit for which this Agreement is effective consists of all classified employees, except short-term, substitute, and those classified as confidential, management, or supervisor.

Account Clerk.....	15	Lead Painter	24
Account Technician.....	25	Lead Plumber	29
Accountant.....	37	Lead Vehicle and Equipment Mechanic.....	29
Administrative Secretary I.....	16	Library Assistant	12
Administrative Secretary II.....	20	Library Multimedia Services Assistant.....	14
Admissions & Records Assistant.....	13	Library Multimedia Services Coordinator.....	22
Admissions & Records Services/Data Software Specialist.....	28	Library Technical Services Technician.....	20
Admissions & Records Technician.....	16	Library Technician.....	20
Admissions Center Evening Lead.....	29	Maintenance Air Filter Technician.....	20
Aquatic Equipment Technician.....	24	Maintenance Technician.....	20
Assessment Technician.....	16	Maintenance, Facilities, Health & Safety Coordinator.....	41
Athletic Equipment Tech/Physical Ed. Attendant.....	13	Marketing Communications Associate.....	29
Audio Visual Maintenance Technician.....	24	Microcomputer Lab Coordinator.....	32
Bookstore Buyer.....	15	Microcomputer Repair Technician.....	26
Bookstore Operations Assistant.....	13	Network Systems Analyst.....	44
Bookstore Operations Specialist.....	20	Nurse Associate.....	30
Bookstore Warehouse Worker.....	15	Office Support Services Coordinator.....	24
Campus Police Corporal.....	26	Online Instructional Support Specialist.....	32
Campus Police Officer.....	21	Outreach Specialist.....	31
Campus Service Officer.....	13	Outreach Technician.....	20
Carpenter/Cabinet Maker.....	24	Painter.....	20
Chef/Lead Food Production.....	13	Payroll Technician.....	28
Clerical Assistant I.....	5	PC Systems Technician.....	32
Clerical Assistant II.....	10	Performing Arts Coordinator.....	36
Clerical Assistant III.....	13	Planning and Facilities Coordinator.....	26
College Trainer.....	35	Plumber.....	24
Communications Clerk.....	10	Pool Maintenance Technician.....	20
Communications Energy Management Specialist.....	31	Prerequisite Technician.....	18
Community Education Liaison.....	14	Print Shop Coordinator.....	24
Computer Operator.....	13	Print Shop Technician.....	18
Construction Project Coordinator.....	33	Production Assistant.....	13
Continuing Education Program Technician.....	17	Program Coordinator.....	24
Day/Evening Custodian.....	10	Programmer Analyst.....	36
DBA/Systems Administrator.....	42	Project Clerk.....	10
Dental Hygiene Program Clinical Facility Coordinator.....	28	Project Coordinator, C.O.C.....	18
Disabled Student Services Technician.....	20	Project Instructional Assistant I.....	16
District Buyer.....	24	Project Microcomputer Lab Technician.....	24
Education Center Assistant.....	16	Project Business Advisor.....	36
Education Center Coordinator.....	22	Project Specialist.....	24
Education Center Information Technology Support Coordinator.....	34	Project Teacher, Child Development Center.....	16
Education Center Technician.....	23	Project Technician.....	19
Electrician.....	24	Public Safety Dispatcher.....	16
EOPS Technician.....	20	Publications Associate.....	29
Evaluator.....	24	Reading Lab Technician.....	24
Facilities Leasing & Events Coordinator.....	24	Research Analyst.....	32
Financial Aid Assistant.....	16	Research, Planning, Grants & Foundation Compliance Coordinator.....	28
Financial Aid Specialist.....	24	Senior Account Clerk.....	19
Financial Aid Technician.....	20	Senior Account Technician.....	29
Food Service Worker.....	2	Senior Financial Aid Specialist.....	29
Gardener.....	10	Senior Gardener.....	13
Grant Writer.....	31	Senior Gardener/Weekend Coordinator.....	15
Head Teacher, Child Development Center/Lab School.....	24	Senior Programmer Analyst.....	40
Help Desk Support Specialist.....	26	Senior Project Clerk.....	13
Human Resources Technical Assistant.....	20	Senior Research & Planning Analyst.....	36
HVAC Mechanic.....	24	Senior Systems Analyst.....	44
Instructional Assistant I.....	16	Senior Warehouse Worker.....	19
Instructional Assistant II.....	20	Service Learning Program Technician.....	17
Instructional High Tech Center Lab Technician.....	32	Staff Development Program Assistant.....	16
Instructional Lab Coordinator-Chemistry.....	30	Student Activities Coordinator.....	24
Instructional Lab Coordinator-EMS.....	30	Student Employment Services Specialist.....	24
Instructional Lab Technician-Fine Arts.....	24	Student Services Assistant.....	10
Instructional Lab Technician-Horticulture.....	24	Student Services Specialist.....	24
Instructional Lab Technician-Microcomputer.....	32	Student Services Technician.....	20
Instructional Lab Technician-Science.....	24	Systems Programmer.....	28
Instructional Lab Technician-Telemedia.....	24	Systems Specialist.....	38
Instructional Services Specialist.....	26	Teacher, Child Development Center.....	16
Instructional Services Technician.....	22	Theater Operations Technician.....	32
International Trade Services Coordinator.....	38	Tool Room Attendant.....	16
International Trade Specialist.....	36	Training Services Coordinator.....	32
Inventory Control Clerk.....	13	Translator/Word Processor.....	19
Inventory Control Technician.....	17	Tutorial Center Coordinator.....	24
Irrigation Technician.....	13	Vehicle and Equipment Mechanic.....	24
Lead Custodian.....	11	Veterans Services Specialist.....	24
Lead Electrician.....	29	Vocational Education Specialist.....	24
Lead Food Service Worker.....	10	Warehouse Worker.....	13
Lead Gardener.....	16	Web & Multimedia Specialist.....	28
Lead HVAC Mechanic.....	29	Word Processor.....	13

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
CLASSIFIED BARGAINING UNIT SALARY SCHEDULE – 4.53% Effective – July 1, 2007

RANGE	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
1	2,256	2,348	2,440	2,538	2,639	2,745
2	2,313	2,407	2,501	2,602	2,705	2,814
3	2,371	2,464	2,565	2,668	2,775	2,883
4	2,429	2,528	2,627	2,733	2,844	2,957
5	2,492	2,590	2,695	2,801	2,914	3,030
6	2,553	2,656	2,762	2,872	2,987	3,106
7	2,617	2,723	2,832	2,943	3,063	3,184
8	2,682	2,792	2,902	3,017	3,139	3,264
9	2,751	2,859	2,973	3,094	3,217	3,345
10	2,817	2,931	3,048	3,169	3,297	3,430
11	2,888	3,004	3,122	3,250	3,382	3,513
12	2,960	3,079	3,203	3,330	3,464	3,602
13	3,036	3,157	3,281	3,415	3,549	3,694
14	3,112	3,236	3,366	3,500	3,641	3,785
15	3,189	3,315	3,451	3,589	3,732	3,880
16	3,270	3,400	3,536	3,677	3,823	3,976
17	3,350	3,484	3,625	3,769	3,918	4,077
18	3,434	3,573	3,716	3,861	4,016	4,180
19	3,521	3,662	3,808	3,960	4,120	4,283
20	3,608	3,754	3,903	4,060	4,221	4,390
21	3,697	3,847	4,000	4,159	4,326	4,500
22	3,790	3,944	4,102	4,265	4,435	4,614
23	3,885	4,041	4,202	4,372	4,547	4,729
24	3,983	4,143	4,308	4,480	4,660	4,846
25	4,083	4,246	4,416	4,591	4,776	4,968
26	4,185	4,352	4,526	4,707	4,894	5,091
27	4,289	4,460	4,639	4,826	5,017	5,220
28	4,397	4,572	4,757	4,944	5,143	5,350
29	4,507	4,687	4,874	5,069	5,272	5,484
30	4,620	4,804	4,997	5,195	5,405	5,620
31	4,735	4,924	5,122	5,328	5,540	5,763
32	4,854	5,048	5,252	5,461	5,678	5,907
33	4,974	5,174	5,380	5,597	5,820	6,052
34	5,100	5,303	5,515	5,736	5,966	6,204
35	5,228	5,436	5,654	5,880	6,114	6,359
36	5,357	5,574	5,795	6,026	6,268	6,518
37	5,492	5,714	5,939	6,179	6,424	6,682
38	5,628	5,854	6,089	6,332	6,585	6,849
39	5,770	6,002	6,238	6,491	6,752	7,019
40	5,914	6,151	6,395	6,652	6,919	7,195
41	6,062	6,305	6,557	6,818	7,090	7,377
42	6,214	6,461	6,721	6,991	7,270	7,561
43	6,371	6,624	6,889	7,166	7,452	7,750
44	6,529	6,790	7,062	7,344	7,638	7,943
45	6,692	6,960	7,238	7,527	7,830	8,143
46	6,858	7,133	7,418	7,716	8,025	8,345

Southwestern College

CLASSIFIED EMPLOYEE EVALUATION RUBRICS

Factor	Exceeds Expectations	Satisfactory	Needs Improvement	Unsatisfactory
Work Knowledge Demonstrates understanding of work practices, policies/ procedures and methods, including equipment maintenance and operation.	Excellent, thorough understanding and application of policies/procedures and job functions.	Good understanding and application of policies/ procedures and job functions.	Some understanding of policies/procedures and job functions, but requires additional training.	Lacks understanding of policies/procedures and job functions. May be unwilling or unable to learn necessary skills.
Judgment Soundly interprets regulations, policies and standards; makes sound decisions with limited guidance.	Consistently thinks logically and rapidly; analyzes the problem and arrives at a sound conclusion.	Acceptable judgment in use of common sense and logical processes. Minimal assistance needed in analysis and decision making.	Needs assistance in analysis of problems and decision making.	Fails to use common sense and consider obvious facts in making decisions. Usually makes wrong decision.
Dependability Reliably follows instructions, completing assignments and achieving expected results.	Completely dependable. Uses work time in a highly responsible and productive manner.	Usually dependable. Uses work time in a responsible and productive manner.	Occasionally unreliable. Sometimes fails to utilize work time in a responsible and productive manner.	Unreliable. Does not use work time in a responsible and productive manner.
Initiative Initiates tasks or special projects, often in the absence of directions, or takes action to improve work methods and procedures. Seeks additional responsibility.	Anticipates problems and consistently creates solutions for improving procedures or products. Seeks additional responsibilities.	Recognizes problems and suggests solutions. On occasion seeks additional responsibilities.	May recognize problems but does not suggest solutions. Seldom seeks additional responsibilities.	Does not recognize or take responsibility for reporting or solving problems. Does not seek additional responsibilities.
Attitude Demonstrates a positive attitude about the job through working practices and work relationships with others. Adapts to change/challenges.	Consistently respects and is respected by co-workers. Is highly cooperative and helpful. Consistently demonstrates willingness and ability to successfully adapt to changing demands.	Gets along well with co-workers. Values positive working relationships. Demonstrates willingness and ability to successfully adapt to changing demands.	At times has difficulty with relationships with co-workers, contributing to a negative or unproductive work environment. Somewhat reluctant or unable to adapt to changing demands.	Consistently has difficulty when dealing with others. Does not adapt well to change or challenges.
Quality of Work Demonstrates thoroughness, neatness, accuracy and completeness of work.	Work is of excellent quality; tasks are completed thoroughly and accurately.	Work quality is average, with minimum errors.	Work quality is below average with numerous errors.	Work quality is substandard or incomplete.

Southwestern College
CLASSIFIED EMPLOYEE EVALUATION RUBRICS

Factor	Exceeds Expectations	Satisfactory	Needs Improvement	Unsatisfactory
Volume of Work Consistently produces work within established schedules and deadlines that fully meet job requirements and guidelines.	Volume of output is exceptional and Industrious; does more than is required. Consistently meets deadlines.	Work output meets job requirements. Usually meets deadlines.	Work output is just enough to get by. Improvement necessary. Seldom meets deadlines.	Insufficient output; slow; usually behind in work. Does not meet deadlines.
Attendance Reports to work as scheduled and on time; complies with standards for attendance, rest periods and meal periods.	Is punctual; never late or absent without good cause.	Occasionally late or absent but usually with good reason.	Absent or late often. Absences and tardiness impact work performance.	Is chronically late or absent.
Work Organization Determines appropriate work sequence, methods and techniques to complete assignments; organize tasks efficiently to satisfy work requirements.	Excellent organizational skills, with a focus on developing and following effective routines and procedures, and on identifying priorities.	Organizational skills are good, with procedures developed and followed for routine tasks. Tasks are prioritized.	Lacks organizational skills, even with some routine tasks. Requires regular supervision to develop and accomplish priorities.	Work is not acceptable; Unable to organize/prioritize.
Communications Presents ideas clearly and concisely, either orally or in writing; demonstrates understanding of practices, procedures and instruction.	Excellent oral and written communications skills using clear, precise, and grammatically correct language.	Good oral and written communication skills using clear and precise language.	Is inconsistent or ineffective in the demonstration of oral and written communications skills.	Lacks oral and written communication skills.
Safety Observes and promotes established safety rules and precautions, including equipment operation and handling of hazardous materials.	Excellent, thorough understanding and application of safety policies/procedures.	Good understanding and application of safety policies/procedures.	Some understanding of safety policies/procedures, but requires additional training.	Lacks understanding of safety policies/procedures.
Leadership of Others Trains new employees, coordinates activities, explains work methods and procedures, assigns tasks, checks work and anticipates deadlines.	Demonstrates outstanding leadership by personal example. Excels at inspiring and training employees/student workers to perform.	Demonstrates good leadership. Inspires and trains employees to perform.	A marginal leader. Shows little interest or concern with inspiring or training employees.	Demonstrates poor leadership. Shows no interest or concern with inspiring or training employees.

If you are **NOT** making any H&W changes please check the box and sign the back of the form.

☐

Department:

FTE:100%

() 10 PAY

() 12 PAY

EMPLOYEE:

DOH:

PAYROLL ID:

The District's Health and Welfare plan is prorated according to percentage of contract and date of hire/termination. Please mark your selections for plan year July 1, 2011 – December 30, 2012. These selections are for the entire plan year and can only be changed if there is a qualifying event (marriage, birth or loss of other coverage.) The figures below reflect the monthly payroll deductions.

	Selecting a District Medical Plan		Waiving/Opting Out of a Medical Plan
	10 Month Payroll Deductions	12 Month Payroll Deductions	Monthly Rates
<u>MANDATORY COVERAGES:</u>			
Employee must select and maintain option A and B for an entire year.			
A. DENTAL			
<input type="checkbox"/> Delta Dental (Employee Only)	\$0	\$0	\$53.04
<input type="checkbox"/> Delta Dental + 1 Dep.	\$0	\$0	\$107.93
<input type="checkbox"/> Delta Dental + 2 or more	\$0	\$0	\$152.16
<input type="checkbox"/> MetLife <i>formerly Safeguard</i> (Employee & Dep.)	\$0	\$0	\$27.66
B. LIFE INSURANCE			
<input checked="" type="checkbox"/> MetLife (Employee Only--\$25,000)	\$0	\$0	\$5.25
<u>OPTIONAL SELECTIONS</u>			
C. MEDICAL			
<input type="checkbox"/> Waive Medical			
<input type="checkbox"/> Kaiser – Employee Only	\$0	\$0	
<input type="checkbox"/> Kaiser – Employee + 1 Dep.	\$587.40	\$457	
<input type="checkbox"/> Kaiser – Employee + 2 or More	\$1075.37	\$836	
<input type="checkbox"/> PacifiCare Network #1 – Employee Only	\$0	\$0	
<input type="checkbox"/> PacifiCare Network #1 – Employee + 1 Dep.	\$683.46	\$532	
<input type="checkbox"/> PacifiCare Network #1 – Employee + 2 Dep.	\$1256.21	\$977	
<input type="checkbox"/> PacifiCare Network #2 – Employee Only	\$53.92	\$42	
<input type="checkbox"/> PacifiCare Network #2 – Employee + 1 Dep.	\$789.20	\$614	
<input type="checkbox"/> PacifiCare Network #2 – Employee + 2 Dep.	\$1404.48	\$1092	
<input type="checkbox"/> PacifiCare Network #3 – Employee Only	\$59.74	\$46	
<input type="checkbox"/> PacifiCare Network #3 – Employee + 1 Dep.	\$801.81	\$624	
<input type="checkbox"/> PacifiCare Network #3 – Employee + 2 Dep.	\$1421.28	\$1105	
<input type="checkbox"/> UnitedHealthCare PPO – Employee Only	\$260.82	\$203	
<input type="checkbox"/> UnitedHealthCare PPO – Employee +1 Dep.	\$1193.40	\$928	
<input type="checkbox"/> UnitedHealthCare PPO – Employee + 2 Dep.	\$1981.20	\$1541	
D. VISION			
<input type="checkbox"/> Waive Vision			
<input type="checkbox"/> MES – Employee Only	\$8.19	\$8.19	\$8.19
<input type="checkbox"/> MES – Employee + 1 Dep.	\$16.32	\$16.32	\$16.32
<input type="checkbox"/> MES – Employee + 2 or More	\$24.57	\$24.57	\$24.57
SUBTOTAL			
SUBTOTAL Column (1) from page 2			
SUBTOTAL Column (2) from page 2			
TOTAL			

Cost Per Month	Column 1	Column 2
	Authorized Pre-Tax Deduction	Authorized After Tax Deduction

E. CANCER CARE PLANS☐ AFLAC☐ American Fidelity☐ Pacific Educators

Various		
Various		
Various		

F. DISABILITY INCOME INSURANCE:☐ AFLAC☐ American Fidelity☐ CSCP – Pacific Educators☐ JC Insurance (**Existing members only**)☐ The Standard

Various		
Various		
Various		
Various		
Various		

G. ACCIDENT INSURANCE☐ American Fidelity☐ AFLAC – Personal Accident Indemnity☐ JC Insurance (**Existing members only**)☐ Mutual of Omaha (formerly Hartford)☐ Prudential – AD&D

Various		
Various		
Various		
Various		
Various		

H. LIFE INSURANCE☐ American Fidelity☐ JC Insurance (**Existing members only**)☐ MetLife Supplemental☐ Pacific Educators☐ Prudential – Life☐ The Standard - Life

Various		
Various		
Various		
Various		
Various		
Various		

I. HOSPITALIZATION/ SICKNESS☐ AFLAC – Hospital Intensive Care☐ AFLAC – Personal Sickness Indemnity

Various		
Various		

J. LONG TERM CARE☐ UNUM

Various		
---------	--	--

K. TAX SHELTERED ANNUITIES – TAX DEFERRED

Nationwide FBC 457: \$_____ Nationwide FBC ROTH 403(b) \$_____ 403b: \$_____

Selection of any new plan does not constitute automatic enrollment. Enrollment forms may be obtained from the Benefits Office or the Human Resources website. Coverage or newly selected voluntary plans will not become effective until approved by the insurance company.

I fully understand that I cannot change the status of the District's plans in **Items A through J**, until the next open enrollment period. Furthermore, I understand that medical coverage is optional and should I decline coverage for myself and/or my dependents, I will hold the District harmless for expenses or injury incurred by me and/or my dependents.

I hereby authorize payroll deduction(s) from my monthly salary warrant to cover the cost of selections as indicated.

Signature_____

Date_____

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same term as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of a Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with a least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employee's rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

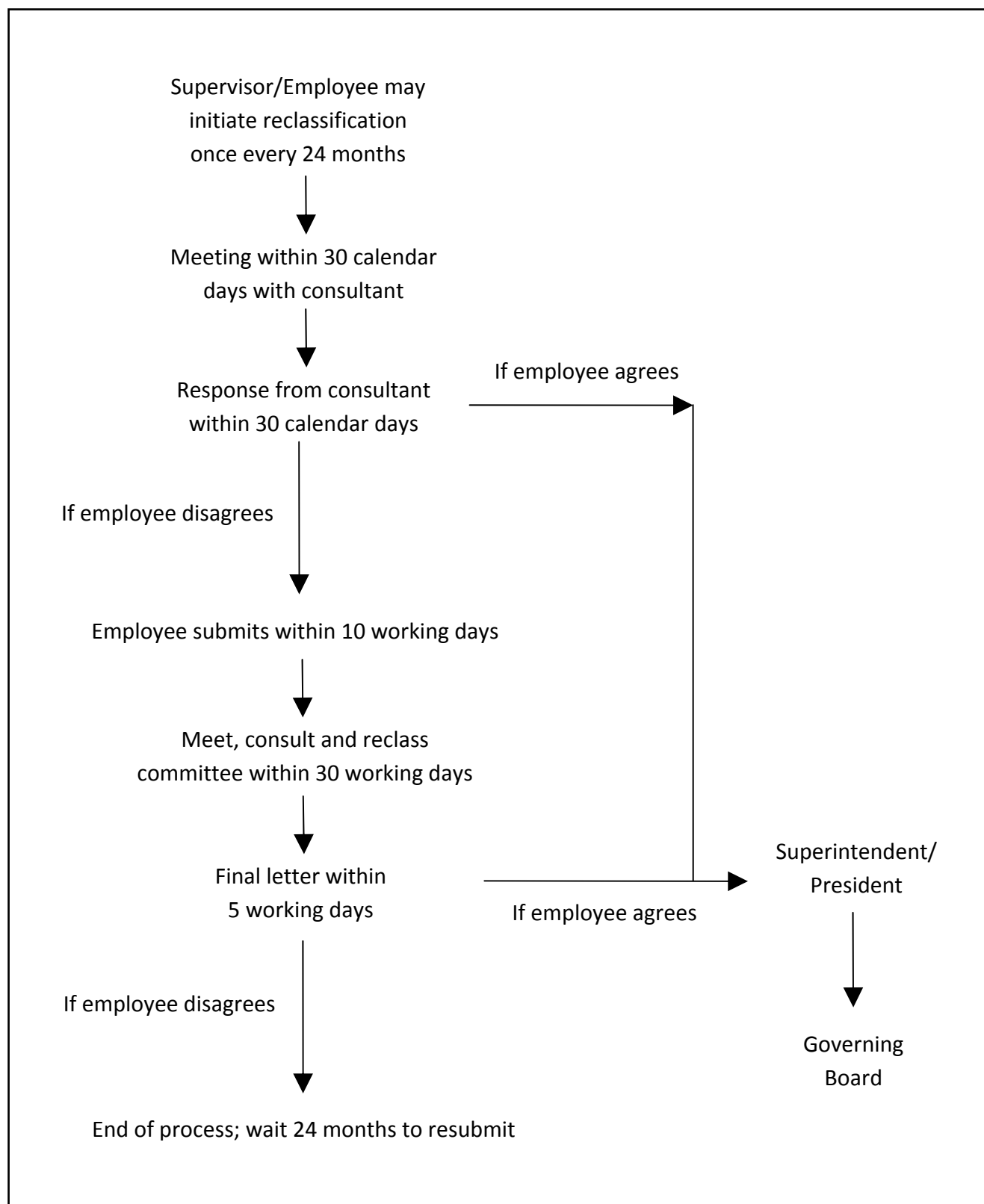
FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

Reclassification Process Flowchart

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT

EMPLOYEE GRIEVANCE FORM

Employee Name _____ Department _____

Immediate Supervisor/Designee _____ Date of Incident _____

Date of Informal Discussion _____ Date of Oral Response _____

State the Contract Articles and Sections alleged to have been violated _____

Employee's factual statement of incident, alleged violation and grievance. Provide all facts necessary to support your position. *(Attach second sheet if necessary).*

State full relief/remedy/action you believe is required to resolve your grievance.

Employee's Signature _____ Date _____

I. Response of Next Higher Administrator/Designee: (due within 7 days after receipt)	Date of Receipt: Date of Response: Grievance Resolved: Grievance Denied:
II. Response of Superintendent/President/Designee: (due within 10 days after receipt)	Date of Receipt: Date of Response: Grievance Resolved: Grievance Denied:
III. Finding of Arbitrator:	Date of Receipt: Date of Board Meeting: Date of Decision:

- NOTES: 1. *Attach all responses to this form.*
 2. *Make two copies of all responses: One for employee and one for the District.*
 3. *Time is of the essence at every step.*