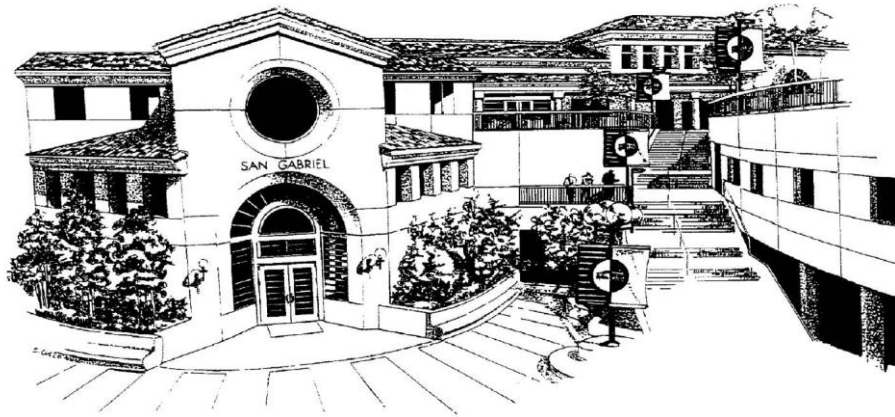


# **COLLECTIVE BARGAINING AGREEMENT**



**GLENDALE COMMUNITY COLLEGE DISTRICT**  
**and CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION**  
**GLENDALE COMMUNITY COLLEGE CHAPTER #76**

**As of July 1, 2024 through June 30, 2027**

**Updated as of June 1, 2026**

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## **ARTICLE I - AGREEMENT**

### **SECTION 1. Term of the Agreement**

This Collective Bargaining Agreement (“Agreement”) is made and entered into for the period of July 1, 2024 through June 30, 2027 between the Glendale Community College District (“District”) and the California School Employees Associations, and Its Glendale Community College Chapter #76 (“CSEA”) and constitutes the entire Agreement between the parties.

### **SECTION 2. Purpose of Agreement**

The purpose of this Agreement is to promote and enhance positive employer-employee relations, provide an equitable and clear procedure for the resolution of differences and establish wages, hours of employment, and other terms and conditions of employment as defined in Government Code § 3543.

### **SECTION 3. Savings Clause**

- A.** If any provision of this Agreement is rendered invalid by existing or subsequently enacted legislation, such provisions shall be deemed invalid.
- B.** If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.
- C.** In the event of such invalidation, at the request of either party, the parties agree to meet and negotiate within thirty (30) days following the final effective date of the invalidation to attempt to arrive at a mutually satisfactory resolution of the matter.

### **SECTION 4. Definitions**

- A.** Day(s): shall mean a scheduled day of work, unless otherwise specifically stated herein.
- B.** Spouse: shall include a civil contract between a bargaining unit employee and another person or a domestic partner of the bargaining unit employee.
- C.** Hire Date: First day of employment as a classified employee of the District.
- D.** Seniority Date: Initial hire date of the first permanent job, accounting for any past separation from District employment before returning to work at the district. A seniority date is used for longevity calculation bumping rights.
- E.** Anniversary Date: The first day of the month following six months or

one year of service depending on initial step placement (See Appendix M2). In the event of a reorganization and/or reclassification, there is no change from the original Anniversary Date. In event of a promotion, the bargaining unit employee shall receive a new anniversary date on the first day of the month following six months or one year of service depending on promotional step placement (See Appendix M2).

**F.** PERB: Public Employment Relations Board

**G.** Meet and Negotiate: Make a reasonable and good faith effort to reach a resolution of the issue(s) before District action is taken through timely sharing of appropriate information, explanation of rationale for proposed action, and identification of points of conflict.

## ARTICLE II – RECOGNITION

**SECTION 1. Exclusive Representation** - The District recognizes CSEA as the exclusive representative of classified employees including:

All positions which belong to classified service as defined in Education Code §§88001--88005 and 88013, and listed in Appendix “C” of this Agreement.

**SECTION 2. New Classified Positions** - All newly created classified positions shall be assigned to the bargaining unit.

**SECTION 3. Positions Excluded from Classified Service**

**A. Confidential Employees** - Confidential employees are defined by Government Code § 3540.1 (c). New confidential positions shall not be approved by the District without prior consultation with the representatives of CSEA.

**B. Substitute Employees** - A temporary employee hired to replace a classified employee who is temporarily absent from duty or to fill a vacant classified position(s) while the District is engaged in a hiring process to fill the-vacancy.

1. If the District elects to hire a substitute employee in a vacant position:

a. The District shall be engaged in a hiring process to fill that the classified position(s).

b. Substitute employees shall not work more than sixty (60) calendar days in a vacant position. Authorization to exceed (60) calendar days shall be discussed with the CSEA on a case-by-case basis.

**C. Short Term Employees** –Individual hired 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 and shall not exceed 195 working days including holidays, sick leave, vacation, and other leaves of absences irrespective of number of hours worked per day.

**D. Any substitute or short-term employee shall become a permanent classified employee after working one hundred ninety-five (195)-days in a fiscal year, including holidays, sick leave, vacation, and other leaves of absences irrespective of number of hours worked per day. Substitute or short term employees may not exceed 900 hours per fiscal year.**

**SECTION 4. Professional Expert** – A professional expert is used for the temporary employment of a person in conjunction with a specific, limited term project requiring professional knowledge, skill, or technical expertise.

The District agrees that it will not employ a professional expert to perform work that has been customarily and routinely performed by classified employees in the bargaining unit.

Professional expert appointments shall be delineated in the Board of Trustees' regular monthly agenda.

Additions to the Professional Expert salary schedule shall be reviewed with CSEA prior to a new Professional Expert title being added to the salary schedule

**SECTION 5. Communications** - All notices and communications required by this Agreement shall be in writing and shall be deemed delivered if done so in person, transmitted by email, or mailed by certified mail, return receipt requested, to the parties at the following addresses:

CSEA:

California School Employee's Association  
Glendale Community College Chapter #76  
1500 North Verdugo Road  
Glendale, CA 91208

District:

Superintendent/President &  
Vice President, Human Resources  
Glendale Community College District  
1500 North Verdugo Road  
Glendale, CA 91208

## ARTICLE III - RETAINED RIGHTS

**SECTION 1. District Rights** - CSEA and the District agree that the authority, rights, duties and responsibilities of the District conferred upon and invested in it by the laws of the State of California for all matters not deemed within the scope of representation as delineated in Government Code § 3543.2 or otherwise limited by the rights of CSEA and bargaining unit employees affirmed in this Agreement or any applicable statute, including the California Education Code, are exclusively reserved and retained by the District. Reserved rights include, but are not limited to, the right to:

- Determine the management organization and operational structure of the District, administratively control the District;
- determine the financial structure of the District and all budgetary matters, including but not limited to all sources and amounts of financial support and income, and all budgetary allocations, reserves and expenditures;
- determine the number, type and location of all District-owned or controlled properties, grounds, facilities, and other improvements, including the acquisition, modification, disposal and utilization of the same and the work, service and activity functions assigned to each of such properties;
- determine the kinds, levels and standards of any services to be provided for the public or to be provided to employees in support of services to the public, and the methods and means of providing such services;
- determine the subcontracting of services and functions, except where such subcontracting conflicts with Article XXII, Contracting Out, and in compliance with California Education Code and Public Contract Code;
- determine the educational policies, regulations, objectives, goals, programs, support services, curriculum, course content, textbooks, equipment and supplies, and rules, policies, regulations, and practices regarding such matters;
- hire, classify, direct, utilize, promote, demote, discipline, layoff, or terminate any bargaining unit employee except where such actions conflict with Education Code;
- assign bargaining unit employees to any location, and also to any facilities, classrooms, activities, academic subject matters, and departments except where such actions conflict with Article XX, Transfer Procedures;

- determine staffing patterns, including but not limited to the determination of whether, when and where there is a vacant position;
- determine the job classifications and the content and qualifications thereof;
- determine the duties and standards of performance for all employees in accordance with Article XVII Performance Evaluation Procedures;
- determine the times and hours of operation of District facilities, functions and activities;
- determine safety and security rules and measures for all employees and students of the District and determine the rules, regulations, policies, and practices for all employees, students and the public.

It is understood that the right to "determine" includes the right to establish, modify, and discontinue, in whole or in part, temporarily or permanently, any of the above matters.

**SECTION 2. Exercise Rights and Responsibilities** - The exercise of any right reserved to the District in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner. In exercising its rights, the District affirms its commitment to follow relevant District established policies and procedures.

**SECTION 3. Association Rights** – By delineating District rights in this Article, CSEA and the District agree that it is not the intention of the parties to detract or diminish in any way the rights of CSEA or bargaining unit employees as set forth elsewhere in the Agreement, or in applicable laws or regulations; however, CSEA's statutory right to negotiate during the term of the Agreement shall be as delineated in the Agreement. If there is a direct conflict between the rights set forth in this Article and the provisions of another Article of the Agreement, the language of the latter shall prevail.

**SECTION 4. Dispute Regarding Rights** - Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the rights of the District contained in this Article, or any other rights of the District not limited by other provisions of the Agreement, shall not be subject to the grievance and arbitration provisions of Article VI, unless the grievance in question contains an allegation that the District has violated a provision of some other Article of this Agreement, whereby the referenced Article is subject to arbitration.

## ARTICLE IV - ORGANIZATIONAL RIGHTS

### SECTION 1. **Right to Visit Facilities - The designated Labor Relations**

Representative and the Chapter President shall have the right to visit the facilities of the District where bargaining unit employees are assigned in connection with the administration of this Agreement. The Labor Relations Representative must secure permission from the site administrator or their designee to visit bargaining unit employees in the facility, provided such visits do not interfere with the orderly business of the District.

**SECTION 2. Communication with Bargaining Unit Employees** - CSEA may use the District mail service and designated bulletin boards for the purpose of communicating with bargaining unit employees. Designated representatives may deposit materials in bargaining unit members' mailboxes. All such communications shall bear the date of distribution and the name of a responsible officer of CSEA. All bargaining unit employees shall have access to a District e-mail account.

**SECTION 3. Conducting Meetings** - Upon prior approval of the designated site administrator, CSEA shall have the right to utilize individual site facilities for conducting meetings with bargaining unit members of that specific facility. Requests to utilize District facilities for conducting meetings with District bargaining unit members from more than one (1) location shall be approved subject to prior requests for the utilization of such facilities by groups entitled to their use. Such meetings shall in no way conflict with the work of District bargaining unit members nor with District programs or activities.

**SECTION 4. Board of Trustees (BOT) Agendas** - The District shall make available to the Chapter President, by providing a hyperlink to the BOT website, a digital copy of the BOT Agenda and such detailed supporting materials as are available on the day prior to regularly scheduled BOT meetings, unless unforeseen circumstances occur.

### SECTION 5. **Released Time for CSEA Business**

- A. The District shall allow release time with pay for attendance at the CSEA Annual Conference on the basis of two (2) delegates for the first one hundred fifty (150) members and one (1) additional delegate for each additional one hundred (100) members or fraction thereof within Glendale Community College District, Chapter 76.
- B. Members designated by CSEA to attend CSEA Annual Conference shall, not less than thirty (30) days prior to date of Conference, submit their names to the District. The District shall, in turn, not later than fifteen (15) days after receipt of the request, approve the names that have been submitted.

- C. Officers of Glendale Community College District Chapter 76, Site Representatives and Job Stewards shall have release time available for the performance of their duties. Sixty-six (66) hours (1.65 FTE) per week shall be available for use for release time for union activities. The Chapter President and Chief Negotiator may have up to 20 hours each of the 66 hours of release time per week to conduct CSEA business with the remaining hours distributed as needed. Such release time shall be documented by the individual using the time and certified by the Chapter President as authorized. The time will be reviewed each year by the District and CSEA to evaluate if more or less time needs to be allocated in the following year (subject to negotiations). Such time shall not be required for actual negotiations or for any time used as an appointed member of any District governance committee which is official District business.
- D. The District may provide a substitute employee for the Chapter President and/or Chief Negotiator with mutual agreement between CSEA and the Superintendent/President.
- E. CSEA shall have release time equivalent to 500 employee hours per year, for the purpose of attending a monthly CSEA meeting.
- F. Serving on governance committees, subcommittees, task forces, ad-hoc committees, or attendance at classified professional development meetings referenced in Section 123 will not serve in lieu of the bargaining unit member's lunch period.

**SECTION 6. Right to Information** - The designated Labor Relations

Representative and the Chapter President shall have the following rights in addition to the rights specifically provided in any other portion of this Agreement:

- A. To review a bargaining unit employee's personnel file when accompanied by the bargaining unit employee or on presentation of a written authorization signed by the bargaining unit employee.
- B. To receive two (2) digital copies of the Tentative and Final Budgets of the District as soon as available.
- C. To request and receive a seniority list of all employees in the Bargaining Unit at least twice a year.

**SECTION 7. Work Site Representative** - The District agrees to recognize a work site representative designated by CSEA at each work site. Work site representatives shall be chosen from among the regular bargaining unit members at such work site.

- A. The work site representative may consult with bargaining unit members in their respective work site on matters concerning this Agreement, provided such consultation does not interfere with the orderly business of the work

site, and is held before or after the bargaining unit members' normal working hours, and during scheduled breaks and lunch period.

**SECTION 8. Governance Participation** - The following procedures shall apply to bargaining unit members' governance participation

**A.** Governance Committees: CSEA shall have the right to appoint bargaining unit members to serve as a CSEA representative on all District\_governance committees.

**SECTION 9. Representation at BOT Meetings** - CSEA shall have the right to appear and make a presentation at BOT meetings under the "Special Presentations" BOT agenda item, provided that notice of such intention is given to the District early enough to appear on the digital agenda. In addition, the CSEA shall be entitled to representation at all regular BOT meetings and a representative shall be seated at the resource table.

**SECTION 10. Governance Participation and Collective Bargaining** - CSEA's participation in governance committees established pursuant to [Title 5, §53204](#) shall not be construed as a waiver of CSEA's collective bargaining rights when agenda items relate to issues within the scope of bargaining (See Government Code §3543.2 (a)).

**SECTION 11. Classified Staff Meetings** - The District shall serve as primary host for two (2) classified staff meetings per semester. Both parties shall agree to the date, time, and agenda for the staff meetings. The content of the classified staff meetings may include updates and information from administration, faculty, and staff on current District news relevant to classified staff.

The District shall allow as many bargaining unit employees to attend the meeting as possible while maintaining district services.

**SECTION 12. Committee Appointments** – Upon appointment to a committee, the CSEA Executive Board shall inform the bargaining unit member's supervisor of their participation on committees. For the purposes of this section, "committee" includes, but is not limited to, governance committees, subcommittees, task forces, and ad-hoc committees.

When the operational needs of a department are impacted because of the number of committees a bargaining unit member is serving on, the area administrator shall attempt to resolve the issue with the bargaining unit member. If the issue is not resolved, the District and CSEA shall meet to seek resolution.

**SECTION 13. New Employee Orientation** - Pursuant to Government Code §§3555-3559 and 6254.3, the following provisions shall apply to newly hired employee(s) orientations.

- A.** “Newly hired employee” means any employee, whether permanent, full time, part time, hired by the District, and who is still employed as of the date of the new employee orientation. The right to access new employee orientation is limited to bargaining unit employees represented by CSEA.
- B.** The District shall provide CSEA with newly hired employee contact information. The information shall be provided to CSEA via email on the last-working day of the month in which they were hired. The newly hired employee contact information shall include the following items, with each field in its own column:
- a. First Name;
  - b. Middle initial;
  - c. Last name;
  - d. Suffix (e.g. Jr., III)
  - e. Job Title;
  - f. Department;
  - g. Primary worksite name;
  - h. Work telephone number;
  - i. Work Extension;
  - j. Home Street address, incl. apartment #, (when available)
  - k. City
  - l. State
  - m. ZIP Code (5 or 9 digits)
  - n. Home telephone number (10 digits); (when available)
  - o. Personal cellular telephone number (10 digits); (when available)
  - p. Personal email address of the employee; (when available)
  - q. Last four numbers of the social security number;

This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District. In the event no one is hired in any particular month, the District shall email CSEA it did not hire any new employees that month.

- C.** Periodic Update of Contact Information: The District shall provide CSEA with a list of all bargaining unit members’ names and contact information on the last working day of, January, May, and September. The information will be provided to CSEA via electronic mail. This contact information shall also include the following information, with each field listed in its own column:

- a. First Name;

- b. Middle initial;
  - c. Last name;
  - d. Suffix (e.g. Jr., III)
  - e. Job Title;
  - f. Department;
  - g. Primary worksite name;
  - h. Work telephone number;
  - i. Work Extension;
  - j. Home Street address , incl. apartment #, (when available)
  - k. City
  - l. State
  - m. ZIP Code (5 or 9 digits)
  - n. Home telephone number (10 digits); (when available)
  - o. Personal cellular telephone number (10 digits); (when available)
  - p. Personal email address of the employee; (when available)
  - q. Last four numbers of the social security number;
- D.** “New employee orientation” means the onboarding process of a newly hired employee, whether in person, online, or through other means or mediums, in which newly hired employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters. This shall include one-on-one meetings with human resources representatives or any group orientations initiated by the District.
- E.** The District shall provide CSEA mandatory access to its new employee orientations. CSEA shall receive not less than ten (10) days’ notice in advance of a new employee orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District’s operations that was not reasonably foreseeable.
- a. CSEA shall have up to one (1) hour of paid release time for each of the two (2) CSEA representatives, including the Chapter President or designee, to conduct an orientation session. This release time shall not count towards the release time that is allotted in the Agreement. The Labor Relations Representative may also attend the orientation session.
- F.** District property shall be made available for the CSEA orientation session, during the workday of the employee(s), who shall be on paid time.
- G.** Savings Clause: The savings clause shall be subject to provisions of Article I, Section 3 of the Agreement.
- H.** Any alleged violation, misinterpretation, or misapplication of the terms of this section shall be subject to the grievance provisions of Article VI of the Agreement, except as follows:

- a. "Grievant" shall only include CSEA and its Glendale Community College Chapter 76.
- b. "Grievance" shall include violations of this section, but no other issues outside this section or the Agreement.
- c. The Grievance shall precede directly to the Superintendent/President for a response. Step 2 for a resolution.

## ARTICLE V - ORGANIZATIONAL SECURITY

**SECTION 1. Right to Membership Dues** – For the duration of the Agreement, the District shall deduct membership dues from bargaining members' wages based on CSEA's membership lists and written direction. CSEA shall provide the District with a membership list of current authorized dues deductions.

- A. The District shall not interfere with the terms of any agreement between CSEA and the District's employee with regard to that employee's membership in CSEA, including but not limited to automatic annual renewal unless the employee drops out during a specified window period tracked by CSEA.
- B. Any bargaining unit member requesting revocation of their membership dues deduction shall notify CSEA. CSEA shall immediately notify the District if any bargaining unit member revokes a dues deduction authorization.

**SECTION 2. Dues Deduction-** The District shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all CSEA bargaining unit members.

- A. Along with each monthly membership dues transmittal to CSEA, the District shall, furnish CSEA with an alphabetical listing of all employees in the bargaining unit, identifying them by name, the last four digits of their social security number, months per year in paid status, annual salary, and amount deducted, if any.

**SECTION 3. Hold Harmless Provision** - The District shall not be liable to CSEA by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual membership dues deductions made from the wages earned by the bargaining unit member.

CSEA shall indemnify and hold the District harmless from any and all costs, attorneys fees, claims, demands, and suits or other actions arising from the compliance with this article. The District shall be required to promptly notify CSEA of any claims made by employees relating to dues authorization. Prior to responding to any claim, the District shall negotiate with CSEA concerning the appropriate response.

## ARTICLE VI - GRIEVANCE PROCEDURES

### SECTION 1. Definitions

- A.** A "grievance" is defined as a written allegation by a grievant that the District has violated a specific provision(s) of this Agreement and that by reason of the alleged violation, the grievant(s) rights have been adversely affected. A grievance shall contain:
- Agreement provision(s) alleged to have been violated,
  - Facts related to alleged Agreement violation(s),
  - Date(s) of the alleged Agreement violation(s), and
  - Specific remedy sought
- B.** A "grievant" may be a bargaining unit employee or group of bargaining unit employees. Nothing shall preclude CSEA from filing a grievance on behalf of any bargaining unit employee or group of bargaining unit employees.

The "immediate supervisor" is the management designee that supervises the grievant(s).

### SECTION 2. Informal Resolution

- A.** The best resolution of a grievance is at the lowest possible level. Before filing a formal written grievance, a CSEA Representative shall attempt to resolve the alleged violation by means of an informal meeting with the immediate supervisor and Human Resources.
- B.** CSEA shall request the informal meeting within ten (10) days of the occurrence of the alleged violation giving rise to the grievance, or within ten (10) days of when CSEA could reasonably have known of the alleged violation.

### SECTION 3. Formal Resolution – Should an informal resolution be unsuccessful, a grievance shall be processed in the following manner:

- Step 1:** No later than twenty (20) days following the alleged violation(s), which prompted the grievance, the grievant shall first discuss their alleged violation(s) with the Chapter Grievance Officer who will determine if this is a grievable issue
- A.** If Grievance Officer and/or CSEA Representative deems that the issue(s) satisfies the definition of a grievance, a formal grievance shall be filed with the District/VP Vice President of Human Resources within thirty (30) days of the alleged Agreement violation.

- a. Within fifteen (15) days of the District/ Vice President of Human Resources receipt of the grievance, a Step 1 meeting shall be convened.
- b. Within ten (10) days of the Step 1 meeting, the District/Vice President of Human Resources shall provide a written Step 1 decision.
  - i. If the alleged violation is resolved at Step 1, then the grievance shall conclude at Step 1 of the Grievance Process.
- c. If a grievance is not resolved at Step 1, the CSEA Representative, may file a Step 2 appeal.

**Step 2:** Within ten (10) days of receipt of the Step 1 decision, the CSEA Representative, shall file a Step 2 appeal with the Superintendent/President or their designee.

- a. Within fifteen (15) days of receipt of the Step 2 appeal, a Step 2 meeting between the grievant, the CSEA Representative, and the Superintendent/President and/or their designee shall occur.
- b. Within ten (10) days of the Step 2 meeting, the Superintendent/President or their designee shall provide a written Step 2 decision.
  - i. If the alleged violation is resolved at Step 2, then the grievance shall conclude at Step 2 of the Grievance Process.
- c. if the grievance is not resolved at Step 2, the CSEA Representative may file a Step 3 appeal to arbitration.

### **Step 3: Appeal to Arbitration**

- a. Only a CSEA Representative may appeal a Step 2 decision to arbitration.
- b. Within ten (10) days after receipt of the District's Step 2 decision, the CSEA Representative shall provide written notice to the District/Vice President of Human Resources of its appeal to arbitration
  - i. The provisions of Article II -Recognition, the Retained Rights set forth in Article III and hereby incorporated by

reference herein; and the provisions of Article XXV - Concerted Activities, are specifically excluded from arbitration under the provisions of this Article.

- c. No later than ten (10) days after the District receives written notice from the CSEA Representative of its Step 3 appeal to arbitration, the CSEA Representative shall request the California Mediation and Conciliation Service to submit a panel of five (5) local arbitrators. The District and the CSEA Representative shall in turn strike a name from the list until only one (1) remains. The remaining name shall be accepted by both parties as the impartial arbitrator. The privilege of striking the first name shall be decided by lot.
- d. The impartial arbitrator shall as soon as possible thereafter hear the Step 3 appeal to arbitration within a reasonable time not to exceed ninety (90) days. The arbitrator shall submit their decision in writing within thirty (30) calendar days after they have heard the Step 3 appeal to arbitration. The decision of the arbitrator shall be final and binding upon the parties of this Agreement.

**SECTION 4. Effects of Arbitration on Agreement** - This Agreement constitutes a contract between the parties, which shall be interpreted and applied by the parties and by the arbitrator in the same manner as any other contract under the laws of the State of California. The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of this Agreement based upon the grievance. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to them **by** the respective parties in the presence of each other.

**SECTION 5. Number of Arbitrations** - The arbitrator may hear and determine only one (1) grievance at a time unless the parties mutually agree otherwise.

**SECTION 6. Timeline for Grievances** - If a grievance is not processed by the grievant in accordance with the time limits set forth in this Article, it shall be considered null and void. Time limits for appeal provided in each Step shall begin the day following the day that the decision is rendered by the District. A decision rendered at any Step in the Grievance Procedure becomes final unless appealed within the time limits specified in the Agreement. Any extension of time requested by the District or CSEA shall be by mutual written agreement. In the event that the District fails to act within the time limits allowed for responses and/or meetings, the grievance shall automatically proceed to the next step.

**SECTION 7. Costs of Arbitration** - All costs for the services of the arbitrator, including but not limited to, per diem expenses, their travel and subsistence expense, cost

of any hearing room, court reporting and transcripts will be borne equally by the District and the Association.

**SECTION 8. Miscellaneous**

- A.** Grievance forms are contained in Appendix P.
- B.** The “District Designees to Process Grievances” shall be VP of Human Resources for Step 1; and the Superintendent/President or their designee for Step 2. Such designees may be changed at the sole discretion of the District upon written notification to CSEA.
- C.** The parties expressly agree that there shall be no disciplinary and/or retaliatory measures taken against any individual or group of individuals who have in good faith filed a grievance under the terms of this Article.

**SECTION 9. Grievance Documents** - Grievance documents shall be maintained in a grievance file separate from the personnel files of the grievants. Personnel files shall not refer to grievance documents except as necessary to implement an action resulting from the grievance procedure.

## ARTICLE VII - HOURS OF ASSIGNMENT

### SECTION 1. Workweek

- A. Traditional Workweek Schedule shall be defined as a regular work schedule of five (5) consecutive days of eight (8) hours per day and forty (40) hours per week. This schedule accounts for an employee's paid work hours and does not include unpaid lunch breaks that must also be scheduled in an employee's daily time at work, as required by the terms of this agreement. This schedule shall be pro-rated for permanent part-time employees.
- B. Non-Traditional Workweek Schedule shall be defined as any workweek that is not five (5) consecutive days of eight (8) hours per day. A non-traditional workweek schedule may include 4/10 and 9/80 schedules. A 4/10 workweek is four days of ten (10) hours per day in one week. A 9/80 schedule is eighty (80) hours worked over nine (9) days in a consecutive two-week period. Non-traditional work week schedules require District written approval. Agreements are subject to cancellation when the District determines an operational need exists, subject to the requirements in Section 3, B5. The District may schedule employees to work hours greater than or less than eight (8) hours in one day not to exceed a total of forty (40) hours in any one (1) week with prior mutual agreement between the supervisor and employee.

**SECTION 2. Length of Workday** - shall be designated by the District for each classified assignment in accordance with the provisions set forth in this Agreement. Each bargaining unit employee shall be assigned a fixed, regular, and ascertainable number of hours in a workday.

**SECTION 3. Length of Workweek** - This Article shall not restrict the extension of the traditional workday or workweek when such is necessary to carry on the business of the District, except as provided for in this Agreement.

- A. In the event the District desires to establish four (4) day, forty (40) hour workweek during the Winter or Summer intersessions, it is agreed such a workweek may be implemented at the discretion of the District. The workday for affected bargaining unit employees shall consist of a ten (10) hour day with two (2) twenty (20) minute breaks and a one-half (½) hour paid lunch period. This may be done provided the establishment of such workweek has the concurrence of the membership of CSEA Chapter 76.
- B. Nothing shall preclude the establishment of a non-traditional workweek with prior agreement and mutual consent of the manager and the individual bargaining unit employee(s), provided that:

1. Any such deviation from the traditional workweek schedule is by advance mutual consent of the bargaining unit employee and management, by written agreement no less than five (5) working days prior to the start date of the non-traditional workweek schedule. (see Appendix "H")
  2. Adoption of a non-traditional workweek shall not increase the workweek average beyond eighty hours in a two-week period or create a split shift. However, bargaining unit employees may be assigned overtime pursuant to Section 7 of this Article.
  3. Adoption of a non-traditional workweek shall not create an overtime situation until the set hours of the non-traditional schedule are exceeded.
  4. Adopted agreements for non-traditional workweeks shall terminate at the end of the Fall and Spring semesters.
  5. When a manager believes that circumstances exist which requires a reversal to a traditional workweek schedule, they shall notify the bargaining unit employee within ten (10) working days. If the bargaining unit employee and manager cannot agree to the reversal, CSEA and the District shall make a reasonable effort to resolve the issue within ten (10) days.
  6. If the District makes a District-wide determination that a non-traditional workweek schedule is not desirable during the Fall and Spring semesters, it shall first meet and negotiate any such determination with CSEA.
- C. Bargaining unit employees who work a non-traditional workweek schedule shall revert to a traditional workweek schedule during weeks which contain District approved holidays (defined in Article XI) or when the bargaining unit employee is on jury duty.

#### **SECTION 4. Lunch Period**

- A. Unpaid Lunch Period - Bargaining unit employees working five (5) or more consecutive hours per day shall receive an unpaid lunch period of not less than one-half ( $\frac{1}{2}$ ) hour. The lunch period may be waived by mutual written agreement or by employees who work six or less hours in a day.
- B. Paid Lunch Period - Employees working a nine-eighty (9/80) or four-ten (4/10) flex schedule shall receive a paid lunch period of not less than one-half ( $\frac{1}{2}$ ) hour. These are the only employees who will receive a paid lunch period.

#### **SECTION 5. Rest Periods** – Rest periods are normally scheduled midway in each workday or by mutual agreement of the immediate supervisor and bargaining

unit employee.

- A. Bargaining unit employees shall receive one (1) paid fifteen (15) minute rest period for each four (4) consecutive hour period worked, at a time approved by their immediate supervisor.
- B. Employees working a 4/10 workweek shall receive one (1) paid twenty (20) minute rest period for each five (5) consecutive hour period worked at a time approved by their immediate supervisor.

**SECTION 6. Nine (9), Ten (10), and Eleven (11) Month Assignments** - Nine (9) and ten (10) month employees shall use vacation during Spring Break as scheduled in Appendix D1. Nine (9) month employees shall not normally be scheduled to work during three consecutive months between the months of June and August. Ten (10) month employees shall not normally be scheduled to work during two consecutive months between the months of June and August. Eleven (11) month employees shall not normally be scheduled to work during one month between June and August.

**SECTION 7. Overtime and Compensatory Time Off**

**A. Payment of Overtime –**

- 1. **Traditional Workweek Schedule:** Any bargaining unit employee on a traditional workweek schedule shall be paid for all hours worked in excess of eight (8) hours in anyone (1) day or forty (40) hours in any one (1) week at a rate of one and one- half (1½) times their hourly rate of pay. Employees shall not work in excess of eight (8) hours in any one (1) day without express written approval from their manager. Department managers may make advanced approval for employees based on an ongoing emergency or anticipated or unforeseen District needs in accordance with established District requirements.
- 2. **Non-Traditional Workweek Schedule:** Any bargaining unit employee on a non-traditional workweek schedule shall be paid for all hours worked in excess of their non-traditional schedule at a rate of one and one- half (1½) times their hourly rate of pay.
  - a. The allowance of an overtime premium on any hour excludes that hour from consideration for overtime payment on any other basis, thus eliminating any double overtime payments.
  - b. All overtime work must have prior approval of the supervisor before the work may commence.
  - c. If it is determined by the District that overtime is necessary, it is understood and agreed that bargaining unit employees shall work overtime as required. Overtime shall be distributed and rotated on a seniority basis as equally as is practicable among the bargaining

unit employees in the affected classification, within each department, at each work site.

**B. Compensatory Time Off** – Overtime compensation, as described in Section 7 subsection A of this article shall be the default compensation for all overtime worked. Overtime, when offered, is done so at the sole discretion of the District. As an alternative to overtime premium pay and by mutual agreement of the bargaining unit employee and the direct supervisor, a bargaining unit employee may receive compensatory time off at a rate equal to one and one-half (1½) times the actual time worked in excess of their traditional or non-tradition workweek schedule. A bargaining unit employee shall not be required to accept compensatory time off in lieu of overtime premium pay when performing excess hours of work outlined in Section 7, subsection A of this article.

1. Approved compensatory time shall be scheduled by the direct supervisor, in consultation with the employee, within ninety (90) days from the time the compensatory time was earned. The employee scheduled for compensatory time off shall take the time off as scheduled and utilize compensatory time leave during their scheduled absence. If the leave is not scheduled by the employee's direct supervisor as required by this section, the bargaining unit employee shall receive overtime compensation as delineated in Section 7. A. (See Appendix "J"). An employee shall not be permitted to refuse to take scheduled leave as a mechanism for transforming the nature of compensation (compensatory time) for the excess hours worked.

**SECTION 8. Assignments in Addition to Regular Workweek Schedule** – A bargaining unit employee assigned to work on a day when they are not normally scheduled to work, or any bargaining unit employee called back to work after completing their workday or workweek assignment, but not consecutive with such assignment, shall be compensated for a minimum of three (3) hours of work at the bargaining unit employee's applicable rate of pay.

Bargaining unit employees who are called to work during non-scheduled work hours shall be compensated for a minimum of one (1) hour if that work can be completed remotely.

**SECTION 9. Part-time Employees: Increase to Work Hours**

1. A part-time bargaining unit employee who works a minimum of thirty (30) minutes per day in excess of their regular part-time assignment, as directed by the supervisor, for a period of ~~(45)~~ nonconsecutive working days in a three (3) month period, shall have their regular part-time assignment changed to reflect the additional hours in order to acquire fringe benefits on a prorated basis.
2. A part-time bargaining unit employee who works a minimum of 30 minutes per day in excess of their regular part-time assignment, as

directed by the supervisor, for a period of 20 consecutive working days or more shall have their regular part-time assignment changed to reflect the additional hours in order to acquire fringe benefits on a prorated basis.

**SECTION 10. Restroom/Lunch Facilities** - The District shall make available in each work location restroom and lunch facilities for the bargaining unit employees' use, and where feasible within the existing building structure, an area shall be provided for use during lunch period and breaks and shall be of sufficient size to accommodate the classified staff.

**SECTION 11. District Authorized Professional Development Activities** - A bargaining unit employee may be absent to attend a District authorized professional development activity related to their assigned duties. A bargaining unit employee may request to attend District authorized professional development activities. The District shall pay for or reimburse the expenses related to the bargaining unit employee attending the District authorized professional development activity. For purposes of this section, District authorized professional development activities are defined as those approved for the employee's attendance by the bargaining unit employee's direct supervisor.

**SECTION 12. Changes in Work Schedule** – A change to a work schedule is defined as a change to the hours or days of assignment, not a change to the total number of hours assigned to the bargaining unit employee. Any changes to the work schedule for bargaining unit employees shall be mutually agreed to within (10) working days prior to implementation. If the bargaining unit employee and manager cannot agree to the change in work schedule, CSEA and the District shall make a reasonable effort to resolve the issue within ten (10) days.

**SECTION 13. Remote Work** – At its sole discretion, and in reference to Article III Retained Rights, the District may implement and/or maintain a remote work program in which bargaining unit employees are afforded the opportunity to request remote work as part of their work assignment. Requests shall be made in accordance with established District policy and procedure, and are all subject to the District's advance approval. An employee shall not work remotely absent District authorization.

A remote work program may be discontinued at any time, for any reason, at the District's sole discretion. A bargaining unit employee's approved participation in a District remote work program is neither a right nor an employee benefit conferred onto any bargaining unit employee, and an approved assignment to work remotely may be eliminated or modified when deemed operationally necessary by the District, in its sole discretion.

A remote work program shall not serve as the replacement for employee or District requirements related to the use of leave as outlined in this agreement.

## ARTICLE VIII - WAGES

**SECTION 1. Basic Rate of Pay** - The basic rate of pay for each classification in the bargaining unit shall be in accordance with the rates delineated in Appendix "B1" Classified Employees Monthly Salary Schedule (hereinafter 'salary schedule'). The basic rate of pay shall include any differential required to be paid in accordance with Sections 7 and 8. The salary schedule shall be effective July 1, of each year, regardless of the effective date of the Agreement.

In the event that any other bargaining unit of the District receive a salary increase and/or other compensation (i.e. on- or off- schedule improvement, improved health and welfare, retirement incentive, bonus, etc.), CSEA and the District will meet and negotiate in good faith to provide parity.

### **SECTION 2. Salary Range Step Placement**

- A.** Initial salary range step placement: New bargaining unit employees may be initially placed beyond Step 1, to a maximum of Step 3, of the salary range. Placement at Step 2 shall be based on at least three (3) years of related education and/or paid work experience in addition to that needed to meet the minimum requirements for the classification. The equivalent of twenty-four (24) semester units of related course work shall equal one (1) year of work experience. (Transcripts must be submitted.) Related work experience shall be counted on a year-for-year full-time equivalent basis. Placement at Step 3 shall be based on an additional two (2) years of related education and/or paid work experience above the experience required for Step 2 placement.
- B.** The new bargaining unit employee shall request their initial salary range step placement be reviewed by submitting a written "Classified Initial Salary Placement Request" (Appendix M) to the Vice President, Human Resources or designee within thirty (30) days of their start date. This form shall also be provided to all new bargaining unit employees at the time of hire. The request shall state the reasons that the new bargaining unit employee believes they should be placed above Step 1 on the salary range; specifically, outlining the training and/or experience beyond the minimum requirements for the classification. Evidence of such advanced placement and the justification in each instance shall be made available to CSEA upon request from the CSEA Chapter President or designee.
- C.** Promotional Salary Range Step Placement: A regular bargaining unit employee who receives a promotion to a higher classification shall be placed on the step of the promotional salary range that is 5% or more above the bargaining unit employee's current salary range and step, including the Professional Growth stipend (as applicable). Longevity pay shall not be included in the calculation of the promotional salary range step placement. Once the promotional salary range step placement is

determined, all longevity pay shall then be applied to calculate the bargaining unit employee's monthly compensation.

Step placement shall be based on the following:

1. Placement at Step 2 shall be based on at least three (3) years of related education and/or paid work experience in addition to that needed to meet the minimum requirements for the classification. The equivalent of twenty-four (24) semester units of related course work shall equal one (1) year of work experience. (Transcripts must be submitted.) Related work experience shall be counted on a year-for-year, full-time equivalent basis.
2. Step placement at Step 3 shall be based on an additional two (2) years of related education and/or paid work experience above the experience required for Step 2 placement.
3. A bargaining unit employee who believes that they should be placed above Step 1 shall request a review of the promotional salary range step placement by submitting the "Classified Initial Salary Placement Request" Form (Appendix M) to the Vice President of Human Resources or designee within thirty (30) days of the start date in the promotional classification.

**SECTION 3. Salary Advancement** - Bargaining unit employees shall be advanced by step on the salary schedule in accordance with the following provisions:

- A. Bargaining unit employees placed on Step 1 shall advance to Step 2 on the first (1st) of the month following completion of the probationary period.
- B. Advancement beyond Step 2 shall be at one (1) year intervals.
- C. A bargaining unit employee who is hired above Step 1 shall receive their first step advancement after one (1) year of service.
- D. Advancement in steps shall be based upon the bargaining unit employee receiving a rating above "unsatisfactory" on their last performance evaluation.
- E. A bargaining unit employee returning from a leave of absence on unpaid status shall resume their step placement as if the leave had not been taken, but such leave time shall not be counted for step advancement purposes.

**SECTION 4. Salary Reallocation**

- A. Reallocation is the movement of a single incumbent classification or an entire classification from one salary range to another salary range on the basis of either internal or external alignment. A salary reallocation shall

not based on additional duties or responsibilities.

- B.** The District and CSEA agree to the following dollar amounts to be spent in each fiscal year for salary reallocation:

For each year of this Agreement the amount for salary reallocation shall be equal to \$50,000.

If the amount noted above is not fully encumbered in any given year, the excess amount shall be rolled over to the next year. The District agrees to provide CSEA with an annual accounting of the Reallocation Fund no later than September 1 of each year for the previous fiscal year. In the event that the Reallocation Fund balance is more than \$150,000 at the end of the fiscal year, the allocation for the upcoming year shall be reduced so as to not exceed a cap of \$150,000 per fiscal year.

- C.** Bargaining unit employees shall request salary reallocation by submitting the request to the CSEA Chapter President between January 1 and April 15 of each year. By submitting a salary reallocation request, the bargaining unit employee is certifying that the current job description is accurate.

Classifications shall be limited to salary reallocation review once every three (3) years from the date of original request.

CSEA shall select a maximum of five (5) classifications for reallocation and shall forward the list to Human Resources by June 15. The District may select one (1) additional classification for reallocation by June 15. Upon receipt of the list of requests for reallocation, Human Resources shall submit a tentative schedule for completion.

- D.** Human Resources shall conduct a salary survey of the agreed upon classifications. The list of districts to be surveyed shall be used for the duration of the Agreement, (see Appendix G).

1. The salary survey shall compare classification with like duties and responsibilities. In order to be considered as a valid survey, there must be at least three (3) districts with comparable classification. In the event there are less than three (3) districts with comparable classification, the District and CSEA shall discuss a broader list.
2. All salaries of comparable classifications from the agreed upon districts shall be used for comparison. The first step of the salary range shall be compared to the median salary, at first step, of comparable classifications in the alignment process.
3. By March 15<sup>th</sup>, Human Resources shall present the findings of the

survey to the CSEA Chapter President for final negotiations to commence within thirty (30) days.

4. If the results of the salary survey indicate a lower salary range, the bargaining unit employee shall be Y-rated. (Y-rating means that the incumbent's salary shall be frozen until the current salary matches the new salary range.) Y-rating shall only be implemented when the District's salary range is more than fifteen percent (15%) higher than the salary resulting from the external salary survey.
5. If the results of the salary survey indicate a higher salary range, bargaining unit employees affected by the salary reallocation shall move to the same step of the recommended salary range.

In the event a salary recommendation of a classification is ten percent (10%) or more than the District's current salary range, the salary increase shall be realized in the next two (2) years, for not less than fifty percent (50%) of the increase per year.

6. If the results of the salary survey indicate a lower or higher salary range, all applicable vacant positions within the classification(s) shall be adjusted to the new salary.

**SECTION 5. Working Out of Classification** - A permanent employee who is assigned to temporarily perform higher level duties outside of their classification for any period of time which exceeds five (5) days within a fifteen (15) calendar day period, shall be properly compensated according to the following:

- A. A permanent employee who is assigned to perform a majority of the duties of a higher classification and those duties make up at least fifty percent (50%) of their time shall be compensated at the first step of the salary range for the higher classification that is at least a 5% salary increase inclusive of longevity increments.
- B. A permanent employee who is assigned to perform a majority of the duties of a higher classification and those duties make up less than fifty percent (50%) of their time shall be compensated at the first step of the salary range for the higher classification that is at least a 2.5% salary increase inclusive of longevity increments.
- C. An employee shall be compensated at the higher rate of pay retroactive to the first (1) day of the assigned temporary out of classification duties subject to applicable federal and state laws.
- D. The out of classification pay shall not be more than what the employee would receive if they were promoted/reclassified to the higher classification.
- E. All requests for working out of classification shall be completed and

submitted to Human Resources using the "Request for Out of Classification Compensation" form (Appendix F). The request form shall be submitted to Human Resources within ninety (90) days of the out of classification work being assigned to the bargaining unit employee. Human Resources shall review the out of classification request and determine proper compensation for working out of classification. Human Resources shall provide a written response to the out of classification request to the bargaining unit employee and CSEA. CSEA has the right to appeal the out of classification decision with the Vice President, Human Resources and then the Superintendent/President if it believes the duties being performed are not within the existing classification. The decision of the Superintendent/President shall be final.

## **SECTION 6. Non-promotional Salary Changes**

In the event a bargaining unit employee is appointed to a classification with a salary range equal to or below their current range as a result of a voluntary or involuntary lateral transfer, voluntary or involuntary demotion, disciplinary action or layoff, such appointment shall not be considered a promotion and shall not warrant a salary increase. In such cases, placement shall be at the same rate formerly earned by the bargaining unit employee, not to exceed the maximum of the range of the classification to which they are appointed.

## **SECTION 7. Night Differential** - Bargaining unit employees shall be entitled to night differential pay, a salary allowance in addition to the basic rate based upon hours of employment, in accordance with the following provisions:

- A.** All bargaining unit employees whose assigned work schedule requires them to work one half ( $\frac{1}{2}$ ) of their shift between the hours of 5:00 p.m. and midnight shall be paid a night differential pay of five percent (5%) of their basic rate of pay.
- B.** All bargaining unit employees whose assigned work schedule requires them to work one half ( $\frac{1}{2}$ ) of their shift between the hours of midnight and 7:00 a.m. shall be paid a night differential pay of nine percent (9%) of their basic rate of pay.
- C.** Night differential pay shall be paid effective the first day that a bargaining unit employee is assigned to work at least one-half ( $\frac{1}{2}$ ) of their shift between the hours of 5:00 p.m. to 7 a.m.

Night differential pay shall terminate effective the first day that a bargaining unit employee is assigned to the day shift, except that a bargaining unit employee temporarily (20 working days or less) assigned to the day shift shall not lose the night differential pay.

- D.** If a bargaining unit employee is assigned to work on a shift that would qualify for night differential pay less frequently than five (5) days a week,

night differential pay shall be paid only for those days on which such work is done.

**SECTION 8. Weekend Differential**

All bargaining unit employees required to work weekends shall receive a weekend day differential of seven percent (7%) for the weekend hours worked.

**SECTION 9. Pay Warrants**

All end-of-month regular pay warrants of bargaining unit employees (pay warrants payable on or before the tenth (10th) of the following month) shall be itemized to include all deductions, overtime and additional wage benefits. If all necessary processing of forms are complete for a new bargaining unit employee by the fifteenth (15th) of the month, the bargaining unit employee shall receive an earned salary advance on the twenty-fifth (25th) of that month. Bargaining unit employees who complete processing of forms after the fifteenth (15th) shall receive their first paycheck on the tenth (10th) of the following month.

**SECTION 10. Pay Days** - All bargaining unit employees with regularly scheduled hours shall be paid twice per month, payable on or before the tenth (10th) and on or before the twenty-fifth (25th) day of the month. If regular pay date falls on a Saturday, Sunday or holiday, the pay warrant shall be issued on the preceding workday.

**SECTION 11. Errors in Pay** - Any action or inaction resulting in insufficient payment for a bargaining unit employee shall be corrected, and a pay warrant to correct such error shall be issued within five (5) days after verification by the District.

**A.** Whenever it is determined that an error has been made in the calculation or reporting in any bargaining unit employee's compensation, the District shall, within five (5) working days following such determination, provide the bargaining unit employee with a statement of the correction and a supplemental paycheck.

**B.** Any other compensation errors shall be claimed retroactively by bargaining unit employees up to a maximum permitted by law.

In the case where a bargaining unit employee is incorrectly overpaid, the bargaining unit employee shall be notified by the District when the overpayment occurred, and provided with a proposed repayment plan. The bargaining unit employee shall have the opportunity to work out an alternative payment plan with the Controller or their designee within fifteen (15) days of notification, or within fifteen (15) days of notification by the bargaining unit employee to the District. The alternative repayment plan must be reasonable. As an example of a possible repayment plan, the

repayment period for a bargaining unit employee shall not be longer than the period in which overpayment occurred, provided the amount of the monthly repayment does not exceed 10% of the full time employee's monthly gross salary. If the amount of repayment exceeds 10% of the full-time employee's monthly gross salary, the Controller shall extend the repayment schedule by the time necessary to reduce the payment to the 10% threshold. An example of a possible reasonable repayment plan for a part-time employee is one that shall not be longer than three months in a six-month period of overpayment and six months for a twelve month period of overpayment.

**SECTION 12. Mileage Reimbursement** - Bargaining unit employees whose regular daily assignment requires traveling on District business, by use of personal vehicle, shall be reimbursed at the current IRS per mile rate. Such reimbursement shall be adjusted during the term of the Agreement to conform to changes in the IRS rate. Such bargaining unit employees shall also be reimbursed for actual parking charges.

**SECTION 13. Longevity Pay**

All bargaining unit employees, regardless of their time in any one classification, shall receive the following longevity pay as a percentage of their current base pay. Longevity payments are ongoing and paid monthly. Longevity increments are compounding, and the total increment is noted in parentheses. Longevity increments are based on the bargaining unit employee's original date of hire with the District, adjusted for any unpaid periods of time:

After the completion of 9 years of service – 5% of base pay

After the completion of 14 years of service – 5% of base pay (10.25%)

After the completion of 19 years of service – 5% of base pay (15.7625%)

After the completion of 24 years of service – 7% of base pay (23.8659%)

**SECTION 14. Bilingual Differential** - If bargaining unit employee is in a position where bilingual knowledge and skills are regularly required as determined by the District, the bargaining unit employee in that position shall receive a bilingual differential. The bilingual differential shall consist of fifty dollars (\$50) per month if written and oral communication skills are required and twenty-five dollars (\$25) per month if only oral communication skills are required. Bilingual skills shall be based on competency as demonstrated by an examination to be given within thirty (30) days of the requirement.

**SECTION 15. Payroll Deductions** - The District shall, upon receipt of a bargaining unit employee's individually signed form/s authorized by the District, deduct from such bargaining unit employee's earnings the amount specified by the bargaining unit employee.

## ARTICLE IX - HEALTH AND WELFARE BENEFITS

**SECTION 1. Eligibility for Full-Time Bargaining Unit Employees** - The District shall provide a health and welfare program for each regular fulltime bargaining unit employee, as provided herein. The District shall consider a bargaining unit employee working thirty (30) hours or more a week as a full-time bargaining unit employee for the purposes of this Article. The District shall continue to pay the entire premium for eligible bargaining unit employees. Bargaining unit employees hired on the first (1st) working day of the month, regardless of their assignment, shall have all benefits and entitlements effective on the first (1st) day of the calendar month in which they were hired. Bargaining unit employees hired between the second (2<sup>nd</sup>) working day of the month and the last working day of the month, regardless of their assignment, shall have all benefits and entitlements effective on the first (1<sup>st</sup>) day of the calendar month following the month in which they were hired.

- A.** One (1) of three (3) health plans for bargaining unit employees and dependents, and domestic partners selected from:
- 1.** Blue Shield Medical Program (PPO) Policy #961767 to include domestic partner coverage, (\$20 office visit co-pay, \$10 generic/\$15 brand/\$30 non-formulary prescription co-pay) and a premium retro plan. The Blue Shield PPO deductible s \$500 for an individual and \$1,000 for two party or family plan. The policy with its provisions shall be attached as part of the master Agreement. (Domestic Partner Coverage)
  - 2.** Blue Shield HMO Policy #H51353 to include domestic partner coverage, (\$10 office visit co-pay, \$10 generic/\$20 brand prescription co-pay), and a premium retro plan. The policy with its provisions shall be attached as part of the master Agreement. (Domestic Partner Coverage)
  - 3.** Kaiser Permanente Medical Plan - Group No. 2838-00 (\$10 office visit, \$10 generic/\$20 brand prescription co-pay.) The policy with its provisions shall be attached as part of the master Agreement. (Domestic Partner Coverage)
- B.** A dental plan for the bargaining unit employee, spouse and dependents to be provided by the Delta Dental Service comparable to Plan #6527-0004. Annual dental coverage shall be one thousand two hundred dollars (\$1200) per person for a Premier Plan. Annual dental coverage shall be one thousand four hundred (\$1400) per person if the dentist is within the Delta Dental PPO Network.
- C.** A vision plan for the bargaining unit employee and spouse or one (1) eligible dependent to be provided by Vision Service Plan comparable to Plan #903276.

A spouse or one (1) eligible dependent may be covered. Any change of a covered spouse or dependent must occur during open enrollment and must remain in effect for two (2) years.

D. A fifty thousand dollars (\$50,000) level term group life insurance policy with AD & D, for the employee only.

E. An Employee Assistance Program

The District shall provide access to each permanent bargaining unit employee and their dependents to an Employee Assistance Program (EAP). This program shall be voluntary and completely confidential. No information regarding actions with bargaining unit employees may be reported back to the District other than statistical data.

F. A Health Benefits Committee with CSEA representation shall review and recommend wellness activities. Recommendations shall be made annually to provide for wellness activities for all bargaining unit employees.

**SECTION 2. Eligibility for Part-Time Bargaining Unit Employees** - The District shall provide a health and welfare program for each regular bargaining unit employee working part-time at least twenty (20) but less than thirty (30) hours per week, as provided herein. The District shall continue to pay the entire premium for eligible bargaining unit employees. Bargaining unit employees hired on the first (1st) working day of the month, regardless of their assignment, shall have all benefits and entitlements effective on the first (1st) day of the calendar month in which they were hired. Bargaining unit employees hired between the second (2<sup>nd</sup>) working day of the month and the last working day of the month, regardless of their assignment, shall have all benefits and entitlements effective on the first (1<sup>st</sup>) day of the calendar month following the month in which they were hired.

A. A group health insurance for the bargaining unit employee only, to be selected from the plans specified in Section 1, B above.

B. A dental plan for the bargaining unit employee only, to be provided by the Delta Dental Service comparable to Plan #65270004. Annual dental coverage shall be one thousand two hundred dollars (\$1200) per person for a Premier Plan. Annual dental coverage shall be one thousand four hundred (\$1400) per person if the dentist is within the Delta dental PPO Network.

C. A vision plan for the bargaining unit employee to be provided by Vision Service Plan comparable to Plan #903276.

D. A fifty thousand dollars (\$50,000) level term group life insurance policy with AD & D, for employee only.

E. Bargaining unit employees covered under the Blue Shield HMO medical program will receive paid prescription coverage (\$10, \$20 co-pay) for employees.

F. An Employee Assistance Program

The District shall provide access to each permanent bargaining unit employee and their dependents to an Employee Assistance Program (EAP). This program shall be voluntary and completely confidential. No information regarding actions with bargaining unit employees may be reported back to the District other than statistical data.

G. A Health Benefits Committee with CSEA representation will review and recommend wellness activities. Recommendations shall be made annually to provide for wellness activities for all bargaining unit employees.

**SECTION 3. Vision Benefits Contingency** - Both parties agree that in the event a different bargaining unit is granted additional vision benefits, CSEA bargaining unit employees shall receive the same benefit for the duration of the contract.

**SECTION 4. Health Coverage for Domestic Partners** - The District shall provide health plan coverage for domestic partners of employees who work at least .75 FTE under the Blue Shield of California coverage under the following conditions:

- A. All Blue Shield health plans participating in the District's health benefit's program will provide coverage for domestic partners and agree to the same definition of a domestic partner.
- B. To qualify as a "domestic partner" the following conditions must exist:
1. Each of the domestic partners is eighteen (18) years of age or older.
  2. The domestic partners share a close personal relationship and are responsible for each other's common welfare.
  3. The domestic partners are each other's sole domestic partner.
  4. The domestic partners are not married to anyone nor have had another domestic partner within the prior six (6) months.
  5. The domestic partners are not related by blood closer than would bar marriage in the State of California.
  6. The domestic partners share the same regular and permanent residence, with the current intent to continue doing so indefinitely.
  7. The Domestic partners are jointly financially responsible for "basic living expenses," defined as the cost of basic food, shelter, and any

other expenses of a domestic partner which the partner qualified because of the domestic partnership. (Note: Domestic partners need not contribute equally or jointly to the cost of these expenses as long as they agree that both are responsible for the cost.)

8. Both domestic partners were mentally competent to consent to the contract when their domestic partnership began.
- C. The District agrees to pay the same toward the cost of coverage for a bargaining unit employee with an enrolled domestic partner (or domestic partner with children) as it pays toward the cost of coverage for a bargaining unit employee with a spouse (or spouses-with children.)
- D. The District agrees to offer COBRA to domestic partners and to domestic partners with children as it does for other employee dependents.
- E. Domestic partners may only be enrolled when initially eligible or at the annual open enrollment period. If a domestic partner relationship is terminated while under this coverage the bargaining unit employee must wait for one (1) year before another domestic partner can be covered under the District plan.
- F. A bargaining unit employee desiring to enroll a domestic partner in the District Health plan shall complete a District form prepared for this purpose. The domestic partners by signing this agreement shall accept the conditions that are set forth. (see Appendix "A1")
- G. The bargaining unit employee member of the domestic partner relationship agrees to provide written notice to the Employee Benefits Technician in payroll if there is any change of circumstances in the relationship within thirty (30) days of the change by filing a Statement of Termination of Domestic Partnership in writing.
- H. All Kaiser health plans participating in the District's health benefit's program shall provide coverage for domestic partners and agree to the same definition of a domestic partner. The Kaiser form shall be used for this benefit and is attached to the Agreement as Appendix "A2".

## **SECTION 5. Cash-in-lieu of Medical Benefits**

All eligible bargaining unit employees should have health coverage in either a District plan or a plan provided through a spouse or domestic partner who does not work for the District. A bargaining unit employee who is eligible for a District-paid health plan and is covered by another health plan through a spouse or domestic partner may voluntarily opt out of the District plan.

The bargaining unit employee shall be paid the amount listed in the chart below for each month they are eligible for a District paid health plan but is not covered.

Number of employees opting out	Monthly incentive amount
8 or fewer	\$250
9 to 11	\$400
12 to 14	\$500
15 or more	\$550

To participate in this option, the bargaining unit employee shall show proof of coverage from the other health plan and the stipends shall be effective on the first working day of the subsequent month. If a bargaining unit employee receiving this stipend loses health coverage through their spouse or domestic partner, they shall be required to be re-enrolled in one of the District's plans on the first working day of the subsequent month of the loss of coverage and stipends shall end the month of termination of the other plan. To be re-enrolled on a District plan, the bargaining unit employee shall show proof of termination from the other health coverage within 30 days of termination.

The bargaining unit employee shall receive the money in a stipend check in July for the period of January through June of that year and in January of the following year for the period of July through December of prior year.

The stated monthly stipend amounts are for full time bargaining unit employees. Stipend amounts for permanent part time bargaining unit employees shall be prorated according to their FTE.

## ARTICLE X - LEAVES OF ABSENCE

### SECTION 1. Sick Leave

#### A. Accruals:

1. Full-time bargaining unit employees shall accrue one sick leave day per month that they are assigned on the Classified Employees Work Calendar.
  - a. 12-month bargaining unit employees shall accrue 12 days of sick leave each fiscal year.
  - b. 11-month bargaining unit employees shall accrue 11 days of sick leave each fiscal year.
  - c. 10-month bargaining unit employees shall accrue 10 days of sick leave each fiscal year.
  - d. 9-month bargaining unit employees shall accrue 9 days of sick leave each fiscal year.
2. When the District requires a bargaining unit employee to perform an assignment that necessitates overtime pay, the employee shall accrue one (1) hour for every 20 hours of overtime worked. This provision shall not apply to employees who initiate requests for overtime assignment approval from the District, or in instances where compensatory time is earned in lieu of overtime.
3. Part-time bargaining unit employees shall accrue a prorated number of sick leave days to the full-time accrual based on the percentage of the fiscal year assignment.
4. Bargaining unit employee may accumulate unused sick leave without limit.
5. At the beginning of each fiscal year, the bargaining unit employee's sick leave accruals shall be increased by the number of sick leave days which they would normally earn in the ensuing fiscal year. As outlined above, the accruals are earned on a monthly basis in paid status. Accordingly, the frontloading of accruals does not represent an automatic entitlement for the fiscal year.
  - a. A bargaining unit employee who is on an authorized leave of absence, with sufficient accruals to remain in

paid status for the duration of the leave, shall receive their fiscal year sick leave accruals as delineated in Section 1, A. 1. above.

6. No cash payment shall be allowed for unused accumulated sick leave.
  7. Employees who fail to return to work following illness or injury shall refund to the District all amounts paid for unearned sick leave.
- B. Use of Sick Leave:** Unless otherwise noted in this Article, sick leave is the absence of an employee because of mental or physical illness, or injury, or to obtain medical diagnosis, treatment, or preventive care.
1. A newly hired bargaining unit employee may use maximum of 48 hours of sick leave during the first six months of employment.
- C. 100 Days of Sick Leave at 50% Pay:** Bargaining unit employees who have completed their initial probationary period shall be entitled to a maximum of 100 days of sick leave at 50% pay per fiscal year. The 100 days of sick leave at 50% pay shall not be accumulated year to year. A permanent bargaining unit employee shall be eligible to use 100 days of sick leave at 50% pay when sick leave accruals referenced in Section 1. A. have been exhausted. However, a bargaining unit employee may, with prior approval of their supervisor, use earned vacation prior to using 100 days of sick leave at 50% pay.
1. Bargaining unit employees are not eligible for State Disability pay.
- D. California Family Sick Leave:** A bargaining unit employee may use up to one-half of their annual allotment of sick leave to attend to the illness of a child, parent, spouse, or registered domestic partner. For purposes of Family Sick Leave, "parent" and "child" include biological, foster, adopted, step or legal guardian relationships. A "child" also includes a child of a registered domestic partner.

## **SECTION 2. Personal Necessity**

A maximum of seven (7) full days of the bargaining unit employee's sick leave accruals may be used each fiscal year for reasons of Personal Necessity. Personal Necessity shall not be accumulated from year to year. A bargaining unit employee using Personal Necessity under this Section shall notify their immediate supervisor as early as possible, indicating which of the circumstances listed below necessitates a Personal Necessity. Before or after return from Personal Necessity Leave, the bargaining unit employee shall complete and submit the "Report and Request for Leave of Absence Form",

Appendix K to their immediate supervisor indicating Personal Necessity. Personal Necessity Leave shall be granted for the following purposes:

- A. Death of any person not covered under Bereavement or to extend time off covered under section 10, Bereavement Leave.
- B. Accident involving bargaining unit member's person or property, or the person or property of a member of their immediate family.
- C. Appearance in any court or before any administrative tribunal not covered by Section 11 Jury Duty, Witness and Litigant Leave.
- D. To bond with a child. Leave must be taken within one year of the child's birth, adoption or foster care placement. (Also see FMLA/CFRA)
- E. To care for a family member with a serious health condition. (Also see FMLA/CFRA)
- F. Imminent danger to the home of bargaining unit employee, occasioned by a factor such as flood or fire, serious in nature, which under the circumstances the bargaining unit employee cannot reasonably be expected to disregard, and which requires the attention of the bargaining unit employee during their assigned hours of service.
- G. Religious holidays which occur on regular school days that are not Board-declared holidays.
- H. Any other personal necessity not identified above provided it meets all four (4) of the following conditions:
  - 1. Be serious in nature; and
  - 2. Be of such nature that it cannot reasonably be handled outside of work hours; and
  - 3. Involve circumstances which the bargaining unit employee cannot reasonably be expected to disregard; and
  - 4. Require the attention of the bargaining unit employee during their assigned hours of service.

The provisions of this subsection shall not be applicable in the event of any concerted activity due to a labor dispute, or in the event such absence disrupts the normal operation of the bargaining unit employee's work site.

**SECTION 3. Notification of Sick or Personal Necessity Leave** - The bargaining unit employee shall notify their supervisor of their absence within the first (1st) working hour of the first (1st) day absent, unless extenuating circumstances

make notification impossible. The bargaining unit employee shall provide an expected return to work date. When required by the District, the proof of impossible conditions shall be borne by the bargaining unit employee.

**SECTION 4. Industrial Accident or Illness Leave and Designation of Personal Physician** - Bargaining unit employees shall be eligible for Industrial Accident or Illness Leave within the following provisions.

- A.** Bargaining unit employee who has filed a Workers' Compensation claim and has been placed off work by a treating health care provider due to the industrial accident or illness, shall be eligible for up to 60 work days of paid Industrial Accident or Illness Leave per fiscal year for the same accident. Allowable leave under this section shall not be accumulative from year-to-year and will run concurrent with FMLA leave when the industrial accident or illness requires leave from work for greater than 5 working days. If leave is required beyond 60 days, the employee's accruals can be used to supplement up to 1/3 of their pay while on temporary total disability.

An employee must be cleared by a treating health care provider to return to work at full duty, or otherwise have a District-approved disability-based reasonable accommodation prior to returning to work. If the employee is released with restrictions, the District shall engage in the interactive process to determine any available reasonable accommodations.

- B.** Personal Physician – If a bargaining unit employee wishes to be treated by a personal physician(s) or medical facility within a reasonable geographic area selected pursuant to Labor Code Section 4600, they shall notify the District in writing (see Appendix "I"), of the name and address of such personal physician(s) or medical facility.

**SECTION 5. Catastrophic Illness/Injury Leave** - In accordance with the provisions Education Code Section 87045, Catastrophic Illness/Injury leave shall be available to all eligible employees. The purpose of this leave is to permit bargaining unit employees with a catastrophic illness or injury to have sick leave donated to them by fellow employees.

- A.** A catastrophic illness or injury is one that is expected to incapacitate a bargaining unit employee for an extended period of time and the bargaining unit employee has exhausted all of their paid leave accruals.
- B.** A catastrophic illness/injury request shall be approved by the Catastrophic Illness/Injury Committee (CII) consisting of one (1) member assigned by the District, one (1) member assigned by the Guild, and one (1) member assigned by CSEA. The committee members shall elect its Chair.

1. A health care provider certification of the need for leave shall be provided to Human Resources. Human Resources shall review the request and confirm eligibility of the employee to have their request furthered considered by the CII committee.
  2. The bargaining unit employee shall be incapacitated and absent for an extended period of time no fewer than thirty (30) consecutive calendar days.
  3. A written request for catastrophic leave shall be submitted to the CII Committee by the bargaining unit employee or their representative.
  4. The bargaining unit employee may use donated leave as half or whole days and can use the leave retroactively.
    - a. Four (4) hours of either vacation or sick leave (See Section 1. A) and four (4) hours of donated leave or eight (8) hours of donated leave equals eight (8) hours pay and full health and welfare benefits. 50% sick leave shall not be used in combination with catastrophic illness leave on a specific day (i.e. no blended rate of pay)
    - b. Four (4) hours of donated leave equals four (4) hours pay and, for this purpose, full health and welfare benefits.
  5. Approved leave must be used within a twelve (12) month period after approval.
    - a. Approved leave shall be placed in a special donated leave account for each approved bargaining unit employee.
    - b. Each approved bargaining unit employee may draw upon their account for the twelve-month period only for the approved or related catastrophic illness/injury.
    - c. Any unused leave shall revert to the Catastrophic Leave Bank for use by other bargaining unit employees who have been approved for a catastrophic illness/injury leave.
    - d. In unusual circumstances, the CII Committee may consider a request to extend the period for up to one (1) additional year. To qualify for leave donation under this section, the bargaining unit employee must be on an authorized leave of absence.
- C.** Any bargaining unit employee may donate accrued sick leave, but must maintain seventy percent (70%) sick leave accrual balance. A

bargaining unit employee who is retiring or terminating employment may donate leave without limitations.

1. Donated leave is irrevocable.
2. Bargaining unit employee may donate leave only to a Catastrophic Leave Bank for use by any approved applicant.
3. Donated leave shall be charged on the basis of hour-for-hour regardless of the classification family and/or salary schedule of the bargaining unit employee donating leave and employees receiving leave.

D. The District annually, or as requested by the CII Committee, shall promote a "call for sick leave donations" for the Catastrophic Leave Bank. The District shall give bargaining unit employees who terminate employment, resign, or retire, an opportunity to donate unused sick and/or vacation leave to the Catastrophic Leave Bank.

1. Requests for Catastrophic Illness/Injury Leave are subject to availability. The CII Committee shall not be responsible for approving requests when there is no leave in the Catastrophic Leave Bank.

**SECTION 6. Health Care Provider Return to Work Certification-** Written approval from the employee's health care provider is required prior to their return to work after an absence of greater than five (5) consecutive days due to illness or injury. The cost of a health care provider return to work certification shall be borne by the bargaining unit employee. If an employee has established work restrictions, they cannot return from leave until they go through the interactive process to discuss options for potential reasonable accommodation with Human Resources and are approved to return.

**SECTION 7. Pregnancy Disability Leave (PDL) and Education Code Section 88193**

- A. **Eligibility:** Bargaining unit employees are eligible for PDL upon employment.
- B. **Leave Entitlement:** Up to four months of unpaid, job-protected PDL based on normal working days of assignment and as determined by a health care provider's leave certification.
- C. **Reasons for Leave:** PDL may be taken for the following health care provider determined reasons:
  1. Disability due to pregnancy or childbirth, or
  2. Pregnancy-related medical condition

- D. Types of PDL:** when medically necessary and as indicated on a health care provider's leave certification, PDL may be taken in the following manner:
1. Blocks of time
  2. Reduced schedule
  3. Intermittently
- E. Additional Considerations:** When recommended by a health care provider or needed by the bargaining unit employees, PDL may also include:
1. A reasonable accommodation of medical needs related to pregnancy, childbirth, or pregnancy related conditions; or
  2. Transfer to a less strenuous or hazardous position or duties if medically needed because of pregnancy; or
  3. Providing a reasonable amount of break time and use of a room or other location in close proximity to the bargaining unit employee's work area to express breast milk in private.
- F. Use of Accrued Leave:** While PDL is unpaid leave, to remain in paid status, a bargaining unit employee may elect to use accrued sick leave, compensatory time off, or vacation. If a bargaining unit employee's accrued sick leave has been exhausted, they may elect to use up to 100 days of sick leave at fifty (50%) percent pay pursuant to Education Code Section 88196.
- G. Required Documentation:** Requests for PDL should be communicated to the District in writing at least thirty (30) days in advance unless the need for the leave was unforeseeable. Prior to seeking PDL, a bargaining unit employee must provide the Office of Human Resources with either:
1. The Department of Fair Employment and Housing form entitled: [Certification of Health Care Provider for Pregnancy Disability Leave, Transfer, and/or Reasonable Accommodation](#) (PDL), or
  2. Documentation from a health care provider that contains the same information in the Department of Fair Employment and Housing Certification of Health Care Provider for Pregnancy Disability Leave, Transfer, and/or Reasonable Accommodation form.

- H. **Health Benefits:** The District shall continue to provide health benefit coverage as though the bargaining unit employee was in paid status, in accordance with Article IX, while the bargaining unit employee is on PDL.
- I. **Concurrent Leave:** PDL runs concurrently with FMLA, if the employee is eligible for FMLA.
- J. **Return to Work:** When returning from FMLA/CFRA designated leave, a bargaining unit employee shall have return-to-work rights to either the same or comparable classification at the same FTE (Full Time Equivalence). Comparable classification shall mean a position for which the employee is qualified that is neither a promotion or demotion (i.e. the same salary range).

**SECTION 8. District Paid Parental Leave**

- A. Purpose – Eligible bargaining unit employees shall receive their full regular pay for their primary work assignment for a maximum of five (5) workweeks for leave taken for the documented reason of the birth of a child or the placement of a child with the bargaining unit employee in connection with the adoption or foster care of the child.
- B. Eligibility – Bargaining unit employees whose initial date of hire is at least twelve (12) months prior to taking parental leave are eligible for the District-paid parental leave program.
- C. Use – Paid parental leave must be taken within twelve (12) months of the date of birth or placement of the child with bargaining unit employee. The five District -paid workweeks must be taken consecutively.
- D. Maximum Durations – A bargaining unit employee shall not be entitled to more than five (5) weeks of District-paid parental leave in any 365-day period.
- E. Additional Parental leave

“Parental leave” is defined as leave for the reason of the birth of a child of the bargaining unit employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the bargaining unit employee.

Eligible bargaining unit employees receive one 12 workweek period of parental leave in any 12-month period.

“12 workweeks” is defined as the equivalent of 12 of the bargaining unit employee normally scheduled workweeks.

Bargaining unit employees must have been employed by the District for the previous 12 months to qualify. The District will use the date of the employee's initial assignment with the District to determine whether an employee has met the 12 months of employment requirement.

Parental leave shall run concurrently with any other parental leave taken pursuant to CFRA or the Family Medical Leave Act (FMLA). The aggregate amount of parental leave taken pursuant to this section, the FMLA and the CFRA shall not exceed 12 workweeks in a 12-month period.

Accrued sick leave and vacation leave is used to generate pay for this leave. If eligible bargaining unit employee exhausts all available sick leave, including all accumulated sick leave, and the bargaining unit employee continues to be absent from their duties on account of a qualified parental leave, the bargaining unit employee shall be compensated at no less than 50 percent of the employee's regular salary for the remaining portion of the 12 workweek period of parental leave.

**SECTION 9. Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA)**

- A. Eligibility:** Bargaining unit employees must have worked for the District for one year and must have worked 1250 hours in the year preceding the leave need (i.e. the immediate past 12 months from the first day of leave) in order to qualify for FMLA/CFRA.
  - 1. While not eligible for FMLA/CFRA, part time bargaining unit employees who have worked at least one (1) year and have worked 708 hours in the year preceding the leave need, may take up to 12 workweeks of leave per fiscal year, in accordance with Section 9C.
- B. Leave Entitlement:** Except as otherwise noted in Section 9, bargaining unit employees may take up to 12 work weeks of unpaid, job-protected FMLA/CFRA each fiscal year.
- C. Reasons for Leave:** FMLA/CFRA may be taken for the following reasons:
  - 1. The bargaining unit employee's own qualifying serious health condition that makes the bargaining unit employee unable to perform their job;
  - 2. To care for the bargaining unit employee's spouse, child, parent, or parent-in-law who has a qualifying serious health condition (FMLA);
  - 3. To care for the bargaining unit employee's grandparent, grandchild, sibling, domestic partner, or other "designated

individual” who has a qualifying serious health condition (CFRA); a “designated individual” is defined as any individual related by blood or whose association with the employee is equivalent of a family relationship, to be identified at the time of the leave. A bargaining unit employee may only designate one (1) “designated individual” for the purpose of requesting CFRA within a twelve (12) month period;

4. To bond with a child. Leave must be taken within one year of the child’s birth, adoption or foster care placement;
5. Up to 26 weeks of FMLA leave in a single 12-month period to care for a servicemember with a serious injury or illness; or
6. Qualifying exigency arising out of spouse, son, daughter or parent of the bargaining unit member who is on active duty or has been notified of an impending call to active duty.

**D. Types of FMLA/CFRA:** when medically necessary as indicated on a health care provider’s leave certification, FMLA/CFRA may be taken in the following manner:

1. Blocks of time
2. Reduced schedule
3. Intermittently

**E. Use of Accrued or Available Leave:**

1. **Bargaining Unit Employee’s Own Serious Health Condition:** While FMLA/CFRA is unpaid leave, to remain in paid status, a bargaining unit employee may elect to use accrued sick leave, compensatory time off, or vacation. If a bargaining unit employee’s accrued sick leave has been exhausted, they may elect to use up to 100 days of sick leave at fifty (50%) percent pay pursuant to Education Code Section 88196.
2. **Family Member’s Serious Health Condition:** While FMLA/CFRA is unpaid leave, to remain in paid status, a bargaining unit employee may elect to use up to seven (7) days of Personal Necessity, vacation, or compensatory time off.
3. **FMLA/CFRA Birth, Foster Care, or Adoption Bonding Time:** While FMLA/CFRA is unpaid leave, to remain in paid status, a bargaining unit employee may elect to use up to seven (7) days of Personal Necessity, sick accruals, vacation, or compensatory time off. Upon exhaustion of sick leave accruals in Section 1, A, Bargaining unit employees may also use 100 days of sick leave

at 50% pay for up to 12 work weeks in accordance with Section 1, F and Education Code 88196.1.

- F. Required Documentation:** When the need for FMLA/CFRA leave is foreseeable, the bargaining unit employee shall provide 30 days notice of need for leave. The bargaining unit employee must provide the Office of Human Resources with the following:
1. For serious health conditions of the bargaining unit employee or eligible family members, the Department of Fair Employment and Housing form entitled: [Certification of Health Care Provider \(FMLA/CFRA\)](#) or
  2. Documentation from a health care provider that contains the same information in the Department of Fair Employment and Housing Certification of Health Care Provider
  3. Bonding Leave: dates of bonding leave. Leave may be taken incrementally in two week blocks in accordance with CFRA; smaller leave increments may be granted twice during the leave period.
- G. Health Benefits:** The District shall continue to provide health benefit coverage as though the bargaining unit employee was in paid status, in accordance with Article IX, while the bargaining unit employee is on FMLA/CFRA.
- H. Concurrent Leave:** FMLA/CFRA typically run concurrently. However, when CFRA is taken for care of a grandparent, sibling, domestic partner, or other designated person with qualifying a serious health condition, FMLA and CFRA do not run concurrently. Employees shall be able to designate one person for purposes of this leave every 12 months.
- I. Return to Work:**  
When a designated leave requires a treating health care provider's release, a bargaining unit employee shall submit the release to the District via email to [leaves@glendale.edu](mailto:leaves@glendale.edu). The District shall acknowledge the employee's request to return to work within two (2) business days.
- When returning from FMLA/CFRA designated leave, a bargaining unit employee shall have return-to-work rights to either the same or comparable classification at the same FTE (Full time Equivalence). Comparable classification shall mean a position for which the employee is qualified that is neither a promotion or demotion (i.e. the same salary grade).

## SECTION 10. Bereavement Leave

- A. Bargaining unit employees shall be granted up to five days paid bereavement leave on account of the death of any member of their immediate family.
- B. **Immediate Family includes:** Father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, grandparents, grandchild of the bargaining unit employee or of the spouse of the bargaining unit employee, spouse or domestic partner, son, daughter, son-in-law, daughter-in-law, or any relative or any significant person living in the immediate household of the bargaining unit employee.
- C. The District reserves the right to require validation of the death of the family member.
- D. Employees who have been employed in their current assignment with the District for at least 30 days shall be allowed bereavement leave due to a covered reproductive loss event. A reproductive loss event is any of the following:
- Miscarriage
  - Stillbirth
  - Failed adoption – for example, if a birth mother or legal guardian breaches or dissolves an adoption agreement, or if an adoption is not finalized for another reason
  - Failed surrogacy – for example, if a surrogate breaches or dissolves a surrogacy agreement, or if an embryo transfer fails
  - Unsuccessful assisted reproduction – for example, a failed intrauterine insemination or embryo transfer

The following conditions shall apply:

- a. Employees who have worked at least 30 days before taking leave shall be allowed five (5) days of reproductive leave for a miscarriage, stillbirth, failed adoption, failed surrogacy or unsuccessful assisted reproduction. This leave can be taken for five (5) consecutive days or over a longer period, as long as their leave is completed within three months of the reproductive loss event.
- b. Employees can take leave following their own reproductive loss event or that of another person – such as a spouse or partner – if the employee would have been the parent of the child born or adopted.

The District reserves the right to require validation of the event.

## **SECTION 11. Jury Duty, Witness and Litigant Leave**

- A. Jury Duty Leave:** A paid leave of absence for jury duty shall be granted to a bargaining unit employee who receives a jury summons for potential jury service in a local or federal court. Jury duty leave shall be granted for the period of jury service. Request for jury duty leave shall be made by presenting the jury duty summons to the bargaining unit employee's immediate supervisor at least one week prior to the jury duty date. If a bargaining unit employee receives a jury duty fee for jury duty service, they shall return the jury duty fee compensation to the Payroll Office. If the bargaining unit employee is not required to attend jury duty, they shall be required to report to work.
- B. Witness Leave:** A paid leave of absence to serve as a witness in a court case shall be granted to bargaining unit employee when they have been served a subpoena to appear as a witness, not as the litigant, in a court case. The length of the witness leave granted shall be for the number of days in attendance in court as certified by the clerk or other authorized officer of the court. If a bargaining unit employee receives a witness fee, they shall return the witness fee to the Payroll Office. A request for witness leave shall be made by presenting the witness subpoena to their immediate supervisor. If the bargaining unit employee is not required to attend court as a witness, they shall be required to report to work.
- C. Litigant Leave:** A bargaining unit employee shall be granted a paid litigant leave of absence when litigation involves an action arising out of employment with District. The length of the litigant leave granted shall be for the number of days in attendance in court. If a bargaining unit employee receives a litigant leave witness fee, they shall return the fee to the Payroll Office. A request for litigant leave shall be made by presenting the subpoena to their immediate supervisor. If the bargaining unit employee is not required to attend court as a litigant/witness, they shall be required to report to work.
- D.** The jury duty and witness fees remitted to the Payroll Office in (A), (B), and (C) shall exclude transportation expenses.
- E.** A bargaining unit employee shall not be required to make themselves available during his/her normal scheduled hours of work on a day when serving on jury duty or appearing as a witness.

## **SECTION 12. Temporary Military Leave of Absence**

- A.** An employee shall be granted leave of absence for active duty in military service as provided in federal and state laws.

- B. A bargaining unit employee who is granted temporary military leave of absence for active military duty, including scheduled reserve drill periods, shall be entitled to receive their salary or compensation for the first 30 calendar days of active duty served during the absence.

**SECTION 13. Fitness for Duty Exams** – In accordance with applicable state and federal laws and regulations, District initiated fitness for duty exams shall be performed by a District designated physician.

**SECTION 14. Unpaid Leaves in Accordance with Education Code Section 88198**– If a bargaining unit employee has an unpaid leave that is greater than 30 days, the Payroll/Benefits Department shall notify the bargaining unit employee of their right to continue their current health insurance at the bargaining unit employee’s expense during the period of unpaid leave. The bargaining unit employee shall be allowed to purchase their current insurance plan(s) at the District’s premium rates.

- A. **Personal Leave** – Upon written request of the bargaining unit employee and approval of the Board of Trustees, a bargaining unit employee may be granted an unpaid personal not to exceed one (1) year.
  - 1. The bargaining unit employee must state the reason for the leave and indicate from/to dates of the leave. A five (5) year requirement must be met between any two (2) personal leave requests.
  - 2. Prior to the bargaining unit employee’s expected return to work from a personal leave, the bargaining unit employee shall notify their supervisor and the Office of Human Resources of the date that they will resume their full assignment. Notice shall be given at least thirty (30) days in advance.
- B. **Study Leave** – Upon written request of the bargaining unit employee and approval of the Board of Trustees, an unpaid study leave may be granted for study purposes following (5) five years of full-time permanent service and provided the operational needs of the department are met. An unpaid study leave shall be pro-rated for part-time bargaining unit employees. A (5) five year requirement must be met between any two (2) Study Leave requests. A Study Leave may be for up to a one-year duration and the bargaining unit employee shall provide proof to the Office of Human Resources that they shall be studying with an accredited institution of higher education. Grades must be submitted to the Office of Human Resources at the end of the Study Leave.
- C. **Child Care Leave** – Upon written request of the bargaining unit employee and approval of the Board of Trustees, an unpaid Child

Care leave of absence may be granted up to a maximum of two (2) years.

**SECTION 15. Termination and 39 Month Re-Employment List** – If a bargaining unit employee has exhausted all approved paid and unpaid leaves of absence and is still unable to assume the essential job functions of their position after an interactive process under the Americans with Disabilities Act has concluded, they shall be dismissed and placed on a re-employment list for thirty-nine (39) months.

**SECTION 16. Job Abandonment** - Failure to report for duty or call to report an absence for three (3) consecutive days, except in extenuating circumstances, shall be considered job abandonment and the bargaining unit employee shall be subject to dismissal. The District shall consider any extenuating circumstances presented by the bargaining unit employee.

**SECTION 17. Miscellaneous**

- A.** A permanent bargaining unit employee who accepts an assignment within the District outside the bargaining unit shall, during such assignment, be considered for status purposes as serving in their regular position and such an assignment shall not be considered separation from service.
- B.** No absence under any paid leave provision of this Article shall be considered a break in service for any bargaining unit employee who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such paid absence. An unpaid Personal, Study, or Child Care Leave is not considered a break in service but will impact the employee's retirement and benefits. Unpaid status may also impact an employee's anniversary dates utilized to calculate salary advancement.
- C.** Bargaining unit employees shall receive their usual compensation which shall not be deducted from accumulated sick leave, for the following:
  - 1.** When under quarantine by order of the health office of the City or County for such period of quarantine provided such period of absence is not over two (2) weeks. No more than two (2) separate periods of quarantine shall be paid for in any one (1) fiscal year to any employee.
  - 2.** When the District is closed on account of epidemic, fire, flood, or earthquake, provided that the District has made an effort to notify bargaining unit employees of such a closure prior to their arrival on campus, and that it has made a reasonable attempt to notify the news media of the emergency closing.

- D.** Leaves may impact retirement service credit and benefits. It is the bargaining unit employee's responsibility to check the impact the leave shall have on their retirement service credit and benefits.

## ARTICLE XI – HOLIDAYS

**SECTION 1. Official District Holidays** - The following District holidays shall be observed and paid for at a bargaining unit employee's basic hourly rate of pay for hours the bargaining unit employee would have normally been scheduled, except as provided for in this Article. (See Education Code §79020).

- New Year's Day (January 1)
- Martin Luther King Jr. Day (third Monday in January)
- Lincoln Day
- Washington Day
- Cesar Chavez Day (March 31)
- Armenian Genocide Remembrance Day (April 24)
- Memorial Day (last Monday in May)
- Juneteenth
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Admissions Day (September 9)\*
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving Day
- December 24
- December 25
- Winter break (December 26-December 31)

Holidays shall be observed based on the academic calendar.

If December 24 falls on a Sunday, it shall be observed on the Friday before.

If December 25 falls on a Saturday, it shall be observed on the Thursday before.  
If December 25 falls on a Sunday, it shall be observed on the Thursday before.

If January 1 falls on a Saturday, it shall be observed on the Monday after.

If Armenian Genocide Remembrance Day falls on a Saturday or Sunday in any given year, the District shall only observe the holiday closure on April 24.

The Juneteenth holiday shall align with federal government holiday designation each year.

Other than specifically stated above, in cases where one of the recognized holidays falls on Sunday, the holiday shall normally be observed on Monday, immediately following; likewise, should any of the regular holidays fall on Saturday, the holiday shall normally be observed on the Friday immediately preceding.

\*The Admissions Day holiday shall be observed during the days during the Winter Break.

**SECTION 2. Eligibility for Holiday Pay** - To be eligible for holiday pay, a bargaining unit employee must have been in a paid status during any portion of the day immediately preceding or following the holiday. Bargaining unit employees who are not normally assigned scheduled hours of work during the District Winter Break holiday shall be paid for two (2) days (December 25 and January 1) provided they were in a paid status during any portion of the working day of their normal assignment immediately preceding or following the Winter Break period.

**SECTION 3. Work Performed on a Holiday** - When a bargaining unit employee is required to work on any holiday specified in this Article, they shall be paid for the holiday at their basic hourly rate of pay plus one and one-half (1½) times their basic hourly rate of pay or be given compensatory time off at a rate equal to one and one-half (1½) times the actual hours worked on the holiday. The method of payment/compensation shall be determined by mutual agreement between the bargaining unit employee and supervisor.

**SECTION 4. Holiday Falls on Non-Workday** - If a holiday falls on a non-work day and, as a consequence a bargaining unit employee loses a holiday to which they would otherwise be entitled, they shall be provided with a substitute holiday based on the prorated FTE of the assignment, except Armenian Genocide Remembrance Day. The substitute holiday time off shall be by mutual agreement of the bargaining unit employee and supervisor, and shall be taken within 10 working days of the holiday. In the event that the substitute holiday cannot be taken within 10 days of the holiday, the bargaining unit employee shall be compensated for the lost holiday prorated based on the FTE of the assignment.

If the bargaining unit employee is participating in non-traditional workweek schedule, their work schedule shall convert to the standard forty (40) hour week on weeks which contain a District Holiday.

## ARTICLE XII - VACATIONS

### DEFINITIONS:

- A. **“Vacation accruals”** are based on calendar months worked subject to the maximum allowable vacation accrual provisions in Section 9.
- B. **“Vested vacation”** is earned vacation time that cannot be taken away from the unit member as delineated in Section 11.
- C. **“Unearned vacation”** is vacation time which the bargaining unit employee has not yet accrued but which is available for use, subject to the provisions in Sections 9 and 10.
- D. **“Calendar Month Worked”** is a calendar month worked for the purpose of vacation accruals and is a month in which the bargaining unit employee has been fully compensated for fifty percent (50%) or more of their working days in the month.

**SECTION 1. Vacation Accruals**– A bargaining unit employee shall accrue vacation for each calendar month worked in accordance with the following provisions:

<b>Years of Service</b>	<b>Vacation Accruals Per Month of Work</b>
Zero to less than five (5) years of service	1.25 vacation days per month of work
Attainment of five (5) years of service but less than ten (10) years of service	1.667 vacation days per month of work
Attainment of ten (10) years of service or more	1.833 vacation days per month of work

**SECTION 2. Calculating Annual Vacation Accruals** - Annual vacation accruals shall be computed by multiplying the rate factors indicated in Section 1. Annualized totals computed from Section 1 assume that a bargaining unit employee completes a full year (12 months) of work to earn the annual allocation. Any representation of annualized accruals in District records, including in time accounting balances accessible to the employee, is a projection only, and not an employee’s entitlement to the allocation unless the full fiscal year is worked.

**SECTION 3. Rate of Pay for Vacations** - The rate at which vacation is paid shall be the bargaining unit employee's current regular monthly rate of pay at the time vacation is taken.

**SECTION 4. Newly Hired Bargaining Unit Employee and Use of Vacation Accruals** A new bargaining unit employee shall be eligible to take vacation after six (6) months of paid service.

**SECTION 5. Arranging for Vacations** – When possible, vacation requests will be granted at times most desired by bargaining unit employees. In certain areas, in order for bargaining unit employees to schedule vacation time, the supervisor shall circulate a vacation calendar. The vacation calendar is to be completed by May 31 for the next fiscal year. A bargaining unit employee shall submit a Report and Request for Leave of Absence form to their supervisor noting the requested dates/times of the vacation request (See Appendix “K”). Bargaining unit employees must request vacation in writing at least one (1) week in advance of use except in the case of emergencies. Vacation requests shall be approved or denied by the supervisor within three (3) days of the request submission. If there is any conflict between bargaining unit employees who are in the same work unit as to when vacations shall be taken, the bargaining unit employee with the greatest seniority in the District shall be given their preference, on a rotating basis. However, the final right to allotment of vacation periods is exclusively reserved to the District, in order to ensure the orderly operation of the District.

- A. Paid vacation time may be granted even though not accrued at the time the vacation is taken.
- B. Nine (9) and ten (10) month bargaining unit employees shall use vacation accruals during December and January non-workdays and Spring Break.

**SECTION 6. Separation of Employment**

- A. Upon separation of employment a bargaining unit employee shall be paid their existing vacation accruals and vested vacation, if applicable at the rate of pay applicable to their last regular assignment.
- B. Unearned vacation accruals that have been used shall be deducted from a bargaining unit employee's final pay warrant if they separate from employment with the District prior to accruing such vacation.
- C. In the event the bargaining unit employee separates from employment before June 30th, the bargaining unit employee's vacation accrual will be pro-rated based on actual calendar months of service worked.

**SECTION 7. Illness or Bereavement** - A permanent bargaining unit employee who commences their vacation and subsequently becomes ill or bereaved before their vacation period has been completed may request that their vacation be terminated and that they be placed on sick leave or bereavement leave, provided the bargaining unit employee would have been on vacation, within the following provisions:

- A. The illness or bereavement falls within the work year of the bargaining unit employee.
- B. The illness or bereavement is substantiated by the bargaining unit employee, who shall provide relevant supporting documentation.

A bargaining unit employee request for use of illness or bereavement leave must be made by either email or verbally to their supervisor during the approved vacation period.

**SECTION 8. Holidays During Vacation Days** - When a holiday, as provided in Article XI - Holidays, falls during the scheduled vacation of any bargaining unit employee, the holiday shall not count as a vacation day and shall be paid as a holiday provided the bargaining unit employee is in a paid status for any portion of the day immediately preceding or succeeding the holiday.

**SECTION 9. Maximum Vacation Accruals**—Vacation accruals are subject to the following limits.

Years of Service	Maximum Vacation Accruals
Less than 5 years of service	240 hours
5 years but less than 10 years of service	320 hours
10 years or more of service	352 hours

Maximum earning rates shall be set on a pro-rata basis for bargaining unit employees who work less than forty (40) hours per week.

Employees shall not continue to earn vacation accruals once their maximum is earned.

**SECTION 10. Use of Vacation Accruals** - All bargaining unit employees are encouraged to use their vacation accruals each year. The full fiscal year allotment of vacation accruals shall be posted on July 1 of each year.

- A. A bargaining unit employee who has reached the maximum vacation accruals as established in Section 9 shall be eligible to earn additional vacation accruals once their vacation accruals drops

below the delineated limit. A bargaining unit employee who brings their vacation accruals below the limit before June 30<sup>th</sup> shall be credited with the equivalent hours from their unearned vacation accruals, subject to the provisions of Section 9. A bargaining unit employee who has reached the maximum vacation accruals under Section 9 and does not bring their vacation accruals below the maximum by June 30<sup>th</sup> shall not earn additional vacation time in that fiscal year.

It is the responsibility of a bargaining unit employee to request and coordinate time off with their supervisor in order to manage vacation accruals once the employee is nearing or at maximum accrual. Granting vacation requests of bargaining unit employees, including in order to address accruals issues related to the vacation maximum, shall be done in accordance with the relevant provisions of this Agreement and District operational needs.

- B.** A bargaining unit employee who has unearned vacation accruals as a result of being above the maximum allowable vacation accruals under Section 9 and has written documentation from the District that they were denied vacation because of the District's workload or any other mitigating circumstances that would prevent the bargaining unit employee from taking vacation; that vacation time, at the option of the bargaining unit employee shall be carried over to the next fiscal year (to be taken within the first (6) months of the following fiscal year), or be paid.
- C.** Bargaining unit employees may access their vacation accruals at any time using the online employee service system.

**SECTION 11. Vested, Banked Vacation Hours** - Any vacation hours accrued by bargaining unit employees prior to July 1, 1996 as well as 16 hours in 2003, 21 hours in 2012 and 36 hours in 2023 per agreements between the Association and the District shall remain vested to the bargaining unit employee and banked unless used by the bargaining unit employee and are exempt from the provisions in Sections 9 and 10. The amounts in the 2003, 2012 and 2023 agreements will be pro-rated for bargaining unit employees who work less than 40 hours per week.

## ARTICLE XIII - CLASSIFIED VACANCIES AND INTERNAL TRANSFER

**SECTION 1. Classified Vacancies** – The Office of Human Resources shall actively recruit qualified applicants to fill classified vacancies.

The District and CSEA shall meet and negotiate regarding any proposed changes to the fulltime equivalent (FTE) for full-time or parttime classified vacancies.

**SECTION 2. Classified Vacancies** – All classified vacancies shall be emailed to the District classified list-serve and posted on the District's Human Resources website.

**A. Internal Transfer Vacancy Announcement**

An internal transfer announcement for a classified vacancy shall be posted for a minimum of five working days. Permanent classified bargaining unit members in the same classification as the classified vacancy, who are interested in transferring to another department, may apply for an internal transfer by completing an online Internal Transfer Application. Eligible bargaining unit members that apply for an internal transfer shall be given an opportunity to interview for the position.

Internal transfer to the same classification is permissible pursuant to Title 5 Section 53021.

**B. Classified Recruitments**

Classified vacancies shall be opened and posted for a minimum of ten (10) working days.

**C. Classified vacancy announcements shall include the following information:**

- Classification title;
- Work hours
- Salary Range
- Opening and closing dates;
- Work location;
- Application process;
- Qualification requirements;
- A reference to Article VIII (Wages), Section 2 – Initial Salary Placement noting the ability to be placed beyond step 1 at the time of hire
- Other pertinent information

**SECTION 3. Absence During the Classified Vacancy Posting or Interview Period** - A bargaining unit member may notify the Office of Human Resources if they will be absent on approved leave during the posting period or when the interviews are scheduled. The Office of Human Resources may suspend the selection process until the affected bargaining unit member has had an opportunity to be interviewed, provided that the Office of Human Resources does not delay the selection more than one (1) calendar week.

**SECTION 4. Criteria for Interview and Examination**

- A.** Human Resources staff shall assist hiring managers in developing a job-related screening rubric, that includes items such as years of relevant job-related experience, specialized skills, transferable skills, etc., for use as an applicant screening tool. In consultation with Human Resources, hiring managers may request job-related examinations. Human Resources shall work with hiring managers to develop such job-related exams.
- B.** Hiring managers shall use the job-related screening rubric and exam results, if applicable, to select qualified applicants for interview.
- C.** Members of the hiring committee shall then use the same job-related screening rubric and exam results, if applicable, to rate candidates that the hiring manager has selected for interviews. Human Resources shall then total the aggregate scores of candidates rated by members of the hiring committee.
- D.** The hiring manager shall use the hiring committee's aggregate scores of the qualified candidates to determine which candidates to extend an offer of interview.
- E.** Human Resources shall continue seeking CSEA's recommendation for hiring committee representatives who are available to participate in both candidate screening and established interview dates.

**SECTION 5. New Employee Orientation – See Article IV, Section 15 for information.**

**SECTION 6. New Employee Orientation with Direct Supervisor** - Upon reporting to their new assignment after initial hire or internal transfer, the immediate supervisor of the bargaining unit member shall meet with the bargaining unit member and provide a department overview and orientation.

## ARTICLE XIV - PROBATIONARY PERIOD

### SECTION 1. Probationary Period

- A. New Hire or Promotional Assignment Probationary Period:** A newly hired or promoted bargaining unit employee shall serve a probationary period of one hundred and thirty (130) days of paid service in a bargaining unit classification, or for six months from the employee's start date in their new assignment, whichever is longer. ([Education Code §88013](#))
- B. College Police Department Officers:** All sworn Peace Officers (Police Sergeant, Corporal, and Officer) classifications shall serve a one (1) year probationary period of paid service.
- C. Review of Performance Probationary Evaluations –** It is the duty of the District through its supervisors to provide a timely evaluation at the end of the second (2<sup>nd</sup>) and the end of the fifth (5<sup>th</sup>) month of service. A probationary performance evaluation shall be considered to have been provided timely when it is issued no later than 5 working days from the 2<sup>nd</sup> or 5<sup>th</sup> month anniversary of a probationary bargaining unit employee's start date.

A probationary bargaining unit employee who receives an overall performance evaluation rating of below "meets standards", shall be expected to improve their performance to such an extent that a re-evaluation will reflect an overall rating of "meets standards" or above. A probationary bargaining unit employee who receives an evaluation below "meets standards" at their first probationary evaluation shall be given a written Performance Improvement Plan (PIP) (Appendix E2) by their supervisor, if the supervisor determines that the subsequent fifth month probationary evaluation could result in the probationary employee receiving an overall rating of "meets standards" or higher after completing the PIP. (Article XVII, Section 5). The District shall retain complete discretion in whether to issue a probationary performance improvement plan, and in establishing a reasonable time period for the probationary employee's performance improvement plan.

If a supervisor fails to complete a timely second (2<sup>nd</sup>) and/or fifth (5<sup>th</sup>) month evaluation and proceeds to recommend to the District that the bargaining unit employee be released during their probationary period, then that employee shall be entitled to request an additional review by the Vice President of Human Resources or their designee prior to any decision being finalized. In the event such a request is made, the Vice President of Human Resources or their designee shall meet with the employee and their designated representative, if any, to review the

circumstances of the recommendation for release before rendering a final decision. The final decision shall be communicated in writing and include the rationale for either upholding the recommendation or continuing the requestor's employment with the District.

This review shall not be available to a probationary bargaining unit employee who is released due to concerns related to misconduct deemed serious enough by the District to warrant their immediate separation.

- SECTION 2. Permanent Employee** – Upon successful completion of the probationary period, a bargaining unit employee shall be designated as a permanent employee.
- SECTION 3. Objective of the Probationary Period** - The probationary period shall be utilized for closely observing the bargaining unit employee's work performance, for assessing the bargaining unit employee's ability to perform the position duties and for rejecting any bargaining unit employee whose performance is not satisfactory.
- SECTION 4. Promotional Appointment and Failure to Successfully Complete the Probationary Period** - A permanent bargaining unit employee who accepts a promotional assignment and fails to complete the probationary period for that promotional classification, shall be re-employed in the position from which the employee was promoted.
- SECTION 5. Salary Advancement - Bargaining unit** employees hired on Step 1 shall advance to the next step on the first of the month following one hundred and thirty (130) days of paid service. Bargaining unit employees hired above Step 1 shall advance to the next step on the first of the month following one (1) year of paid service.

## ARTICLE XV – CLASSIFICATION

**SECTION 1. Classification of Positions** - Human Resources, on behalf of the District, shall develop and maintain a class specification for each classification in the classified service, including all positions in the CSEA bargaining unit.

The class specification shall include the job-related duties for each classification and will be periodically updated when essential duties are determined by the District to have changed. Nothing in this section shall preclude CSEA from addressing concerns about a job classification with the District. The parties shall negotiate changes to class specifications to the extent required by law.

The list of essential duties in a class specification shall not constitute an exhaustive list of the classification's responsibilities, and shall not be a restriction on the assignment of other job-related duties not specifically listed (i.e. there may be other duties assigned).

**SECTION 2. Classification Studies** -

- A.** When a new position is created, the District and CSEA shall meet and negotiate to establish a salary range. The salary range shall be based on conducting a salary survey using the existing internal salary schedule and the list of mutually agreed upon community college districts (See Appendix G) with comparable positions. In the event there are less than three (3) comparable positions, the District may use class descriptions and salary schedules compiled from outside sources that are mutually agreed upon.
- B.** Classification studies of individual positions or groups of positions shall be made whenever the assigned duties or responsibilities have undergone significant changes (ex: level of responsibility, problem solving, decision-making authority, knowledge, skills, abilities, working conditions, scope of impact) or if requested by CSEA and/or the District.
- C.** Upon mutual agreement between the District and CSEA, consultants may be used to complete the classification studies.

**SECTION 3. Reclassification**

The reclassification of CSEA unit positions may be initiated in one of three ways:

- By District initiation on an individual or group basis (e.g. during a reorganization); or

- At the conclusion of a District review of CSEA's request to evaluate work being performed within a specific classification.
- Following the review of a request by a bargaining unit employee (self-initiation). Bargaining unit employees must have been employed in a position for a minimum of twenty-four (24) months in their current permanent role in order to self-initiate a reclassification review.

The following process establishes the requirements for all employees initiated requests for reclassification.

- A.** The reclassification questionnaire shall be posted annually on the District website by the first working day in January through June 30 of each year.
- B.** CSEA shall receive, a list of the reclassification requests for the calendar year no later than July 20.
- C.** Any employee initiated requests not included in the list provided to CSEA shall be completed on a timeline at the District's discretion during the fiscal year received, or held for review until the following fiscal year.
- D.** Once an individual or group reclassification request has been completed, the employee or group who requested the reclassification shall wait three (3) years from the date the reclassification questionnaire was submitted to the Office of Human Resources to initiate a new reclassification request. Requests shall be submitted in the manner outlined by the Office of Human Resources. Office of Human Resources shall determine when a request is considered complete. A reclassification request initiated by an employee shall include all information required by the reclassification questionnaire and must clearly identify:
  - The gradual increase of the level of duties in question;
  - How the additional duties significantly alter the overall essential duties of the class specification of the employee;
  - Supervisor awareness of the change in duties and evidence the duties have been performed on a continuing basis.
- E.** The reclassification requests shall be completed in the order received, except where the District and CSEA determines a need exists to prioritize the completion of a submitted request out of order.
- F.** In general, reclassification requests shall be completed on behalf of the District by the Office of Human Resources by management or confidential designated personnel. Upon mutual agreement between the District and CSEA, consultants or other third-party assistance may be used to complete a reclassification request.

- G.** The Office of Human Resources shall review the reclassification questionnaire and attempt to gather all pertinent information needed to make a recommendation(s). When a request for information from Human Resources related to a reclassification review is not sufficiently fulfilled by the employee, the Office of Human Resources shall notify CSEA and the employee that the reclassification review is being placed on hold. If the requested information is not provided within 30 days of the notice, the reclassification review will be concluded and the request will be automatically denied.
- H.** The first fifteen (15) reclassification requests shall be completed by the end of that calendar year, unless otherwise mutually agreed to by the Parties. The remaining reclassification requests shall be completed within one (1) year of submission, provided that the additional requests on the list for review do not exceed fifteen additional requests (30 total for the year). If the requests exceed thirty total for the year, the parties shall meet and confer to attempt to determine a mutually acceptable deadline if the new deadline provided by the District is unacceptable to CSEA.
- I.** If a reclassification request submitted timely by June 30 preceding the fiscal year of its review, takes more than six (6) months to complete and results in the employee receiving a compensation increase, that increase shall be retroactive to the date the reclassification questionnaire was received in the Office of Human Resources. In the event that the employee is receiving out-of-classification compensation and/or a stipend for work outside of their classification, there shall be no retroactivity if the employee is receiving that compensation and/or stipend for the work being considered as part of the reclassification request. The District reserves the sole right to remove higher classification level duties being completed by any unit employee, requesting or otherwise, at any time. When this occurs, the request for additional compensation shall be limited to an out-of-class stipend review.
- J.** When the Office of Human Resources issues its final decision regarding the reclassification request, it shall provide a written response to the employee and the President of CSEA.
- 1.** If the Office of Human Resources proposes a change in an employee's classification, CSEA and the District shall meet and negotiate the effects of those changes, if any.
  - 2.** If the Office of Human Resources denies the reclassification request or proposes a classification with which the employee does not agree, the Office of Human Resources shall provide the reason(s) for its final decision. An employee or group may appeal the Office of Human

Resources' final recommendation to the Joint Employee Management Committee (JEMC).

**SECTION 4. Appeal Process** - An employee or group of employees have the right to be represented by CSEA during the appeal process. All pertinent documents and information regarding the reclassification shall be forwarded to the JEMC by the Office of Human Resources.

**A. The Joint Employee Management Committee**

The JEMC shall be comprised of three (3) members and one (1) alternate selected by Superintendent/President, three (3) members and one (1) alternate selected by CSEA; and one (1) mutually agreed upon confidential employee. If mutual agreement cannot be reached, the confidential employee shall be selected by lot. The Chair shall be provided with a recorder for each meeting and return the recorder to the Office of Human Resources at the end of last session for that day.

The JEMC Chair shall be elected from among its members and shall alternate every fiscal year between the CSEA and the District.

No employee of the Office of Human Resources shall be a member of the JEMC.

If a member of the JEMC works in the same department, is related to the employee, or has the same classification as the employee requesting the reclassification, that member shall be replaced by an alternate for the duration of that appeal.

1. Within ten (10) working days after receiving the Office of Human Resources' final recommendation, an employee(s) may submit a written request to the Office of Human Resources requesting an appeal of the final recommendation. The Office of Human Resources shall immediately notify the Chair of the JEMC.
2. Within ten (10) working days of receiving a request for appeal, the Chair of the JEMC shall set an appeal date.
  - a. The appeal date shall be scheduled in the order received and shall take place within ninety (90) calendar days.
  - b. The Chair of the JEMC shall provide written notification of the appeal date to the employee, the Office of Human Resources, the President of CSEA, and the members of the committee.
  - c. All parties may be present during the interviews with the JEMC.

3. The JEMC shall render a decision within five (5) days of the appeal meeting; and the Chair shall provide written notification of its decision to the employee, the President of CSEA, and the Office of Human Resources.

The JEMC may decide:

- a. The reclassification is denied:
    - i. The duties being performed are within the existing classification.
  - b. The reclassification is approved:
    - i. The duties being performed are not within the existing classification; thereafter, District and CSEA shall meet and negotiate to determine the appropriate classification.
    - ii. The duties being performed are within the classification recommended by the Office of Human Resources.
    - iii. The duties being performed are not within the classification recommended by the Office of Human Resources; thereafter, District and CSEA shall meet and negotiate to determine the appropriate classification.
4. If the JEMC renders a decision in favor of the employee and the District chooses not to appeal, the District and CSEA shall meet and negotiate to determine the proper classification.
  5. If the JEMC renders a decision in favor of the District and the employee chooses not to appeal, the reclassification request process shall conclude.

## **B. Appeal to the Superintendent/President**

Within ten (10) working days of receiving the JEMC decision, the employee or the Office of Human Resources may appeal the JEMC decision by submitting a written request for an appeal meeting to the Superintendent/President and the President of CSEA.

The Superintendent/President shall inform all parties of the appeal meeting date and location.

The Superintendent/President shall review pertinent information and documentation and may pose questions of both parties prior to rendering a decision. The Superintendent/President shall render a decision within thirty (30) calendar days from the date of

the appeal meeting. The Superintendent/President shall provide a written decision regarding the appeal to both parties. The decision of the Superintendent/President shall be final and not subject to the grievance process.

**C. Salary Compensation**

When an appeal process results in a reclassification of a position with a corresponding salary increase, the employee shall receive compensation retroactive to the date of the Office of Human Resources' initial denial or final recommendation.

**SECTION 5. Approved Reclassifications** – If an employee is reclassified to a classification on a higher salary range, the employee shall be promoted to the higher classification.

## ARTICLE XVI – POLICE OFFICERS

**SECTION 1. District Provided Equipment** - The District shall provide each newly hired police officer with an appropriate firearms, a Sam Brown belt and all required public safety equipment. A appropriate firearm shall not be purchased for any part-time police officer who is employed elsewhere as a law enforcement officer. Emergency tactical equipment shall be provided to all police officers by the District, and remain District property.

**SECTION 2. District Provided Uniforms** – The District shall provide each newly hired police officer and Police Communications and Record Specialist with two (2) complete sets of winter and summer uniforms.

Ongoing Uniform Costs - Each full-time police officer is eligible for a maximum of one thousand five hundred dollars (\$1,500) each fiscal year to cover cleaning, replacement and additional uniforms, including shoes and boots. Police Communications and Records Specialists and part time police officers are eligible for up to seven hundred fifty dollars (\$750) each year. The police officer may purchase these items and services using a District purchase order through approved District vendors or may purchase these items on their own and submit receipts for reimbursement.

**SECTION 3. Police Officers Bill of Rights** - A copy of the “Public Safety Officers Procedural Bill of Rights” shall be given to each officer, and every new officer upon employment. (See [Government Code §§3300-3313](#)).

**SECTION 4. Safety Equipment** - Safety equipment shall be replaced at the end of the equipment’s life expectancy.

### **SECTION 5. Retirement for Police Officers**

- A.** All sworn peace officers whose positions are in the bargaining unit shall be eligible to receive the benefits enumerated in the Collective Bargaining Agreement, Article 24, Section 1, beginning at age 50.
- B.** All Classic police officers hired before January 1, 2013 shall be enrolled in the Classic CALPERS plan, (3%) at age fifty (50) plan.
- C.** All PEPRA police officers hired after January 1, 2013 shall be enrolled in the CALPERS, Public Employees’ Pension Reform Act plan, 2.7% at age fifty-seven a(57) plan.

**SECTION 6. Service Commitment** – A bargaining unit employee that is hired into the classification of Police Trainee or Police Officer after January 1, 2005 must sign a letter of commitment indicating that they shall work for the District no less than five (5) years.

- A.** A bargaining unit employee that chooses not to fulfill the five (5) year

service commitment shall be required to pay for the costs incurred by the District to provide their training and equipment during the police academy and while in the police department's Field Training Program.

1. The cost of the police academy training shall be determined by the billing statement issued from the approved academy.
2. The cost of the Field Training Program shall be determined by calculating the training officers' hourly pay rate at Step 1 on the Classified Salary Schedule for a period not to exceed twelve (12) weeks and shall only reflect actual hours of training.
3. The cost of equipment shall be determined by the invoices for all equipment, books and training materials provided by the District to the bargaining unit employee while in the police academy. This shall exclude costs of all weapons, body armor and equipment or supplies that may not be legally possessed by civilians.
4. Upon full payment for all training and equipment expenses, the bargaining unit employee shall receive all equipment or material for which they have paid and a letter releasing them of any commitment.

## ARTICLE XVII – PERFORMANCE EVALUATION PROCEDURES

**SECTION 1. Performance Evaluations** - Performance evaluations shall be based on established standards and are intended to be a tool to assess and validate job-related performance. Performance evaluations may at times be necessary to use for disciplinary purposes. The Performance evaluation process is accomplished through:

- A. Reviewing the job-related duties and the expected job standards with the bargaining unit employee. Regular and continuous feedback shall be provided to the bargaining unit employee concerning both the strong and the weak points, if any, of their performance.
- B. Determining conditions which limit or restrict the achievement of the desired level of performance.
- C. Identifying areas which can be improved by specific types of assistance.
- D. Supervisor observation and knowledge of bargaining unit employee's work performance
- E. Taking the necessary corrective action when supervisor's assistance fails to bring a satisfactory level of performance.

**SECTION 2. Performance Evaluation Frequency** - Bargaining unit employees shall be evaluated based on the following frequency:

- A. Probationary employees shall be evaluated at the end of the second (2nd) and fifth (5th) months of paid service. (see Appendix E)
  - 1. Police Officers shall be evaluated at the end of the second (2<sup>nd</sup>) month, fifth (5<sup>th</sup>) month and first year in paid service. Police officers shall then be evaluated every other year thereafter.
- B. Permanent employees shall be evaluated at the end of the first year of paid service and every other year.(see Appendix E)

**SECTION 3. Review of Performance Evaluation** - The-supervisor shall present the electronic performance evaluation to the bargaining unit employee and shall meet to discuss it with the employee. Electronic performance evaluations shall be prepared and signed by the management hierarchy who are responsible for the bargaining unit employee's work performance. The electronic performance evaluation shall be signed by the employee to indicate receipt and the employee shall be provided with a signed copy.

Evaluations shall be considered confidential and be based upon documentation to support work performance

- SECTION 4. Unscheduled Performance Evaluation** - An unscheduled performance evaluation for a permanent employee may be submitted at any time during the year upon evidence of outstanding work, or unsatisfactory performance of a bargaining unit employee.
- SECTION 5. Unsatisfactory Performance Evaluation** - A permanent bargaining unit employee who receives an overall performance evaluation rating of "unsatisfactory", shall be expected to improve their performance to such an extent that a re-evaluation will reflect an overall rating of "meets standards" or above. A bargaining unit employees shall be given a written Plan for Improvement by their supervisor listing the areas requiring improvement to achieve satisfactory performance by the time of re-evaluation. The Plan for Improvement shall be presented to the bargaining unit employee no later than five (5) days after the unsatisfactory performance evaluation is completed. Re-evaluation shall occur no sooner than sixty (60) days from the date of the unsatisfactory electronic performance evaluation. Failure to improve performance may subject the bargaining unit employee to the provisions of Article XVIII - Disciplinary Procedures.
- SECTION 6. Written Response to the Performance Evaluation** –a permanent bargaining unit employee shall have the right to submit a written response to the performance evaluation. The bargaining unit employee’s written response shall be attached to the electronic performance evaluation and also placed in the personnel file.
- SECTION 7. Grieving the Performance Evaluation** - A permanent bargaining unit employee may, upon receipt of their electronic performance evaluation, file grievance solely on the grounds that the performance evaluation procedures specified in this Article have not been followed.
- SECTION 8. Derogatory Materials in the Personnel File.** Performance evaluations shall not be based upon derogatory materials in the bargaining unit employee's personnel file unless the bargaining unit employee has previously been given sufficient prior notice of derogatory materials placement in the personnel file, an opportunity to review and provide written comment about the derogatory materials, and had the written comments attached to the derogatory materials.
- SECTION 9. Performance Evaluation Forms** –Changes in the electronic performance evaluation shall be agreed to by both CSEA and the District (see Appendix E).

## ARTICLE XVIII - DISCIPLINARY PROCEDURES

### SECTION 1. Disciplinary Action

#### A. Permanent Bargaining Unit Employees

##### 1. Cause and Progressive Discipline

- a. Discipline shall only be imposed on permanent bargaining unit employees for cause.
- b. The District primarily relies on progressive disciplinary action, which provides a bargaining unit employee with an opportunity to correct deficiencies in either conduct or performance. When the bargaining unit employee fails to self-correct deficiencies, the discipline regarding misconduct or unsatisfactory performance may become more progressively severe.
  - 1) Exception to progressive discipline: when the incident giving rise to discipline is significant in nature, the resulting disciplinary action may warrant non-progressive discipline and may include a higher level of discipline such as suspension or termination.
- c. Progressive disciplinary action may include:
  - verbal warning,
  - written warning,
  - written reprimand,
  - suspension,
  - involuntary demotion,
  - termination

#### B. Probationary Bargaining Unit Employees

A probationary bargaining unit employee may be released from probation at any time prior to the expiration of the probationary period and shall not be entitled to a hearing delineated in Section 7. C. of this Article.

#### C. Disciplinary Action Causes and Time Limits

Disciplinary action shall not be initiated against a permanent bargaining employee for any cause prior to the bargaining unit member becoming permanent or based on information that is more than two years old, unless the cause was concealed or not disclosed by the bargaining unit

employee when it could be reasonably assumed that the bargaining unit employee should have disclosed the facts to the District. (Education Code [§88013](#))

**D. Personnel Files and Disciplinary Action**

Disciplinary actions, including written reprimands, suspensions, involuntary demotions, or terminations, which may be deemed as derogatory information, shall not be placed in the bargaining unit employee's personnel file until the bargaining unit employee is given written notice and an opportunity to comment on the information. The bargaining unit employee shall have the right to enter, and have attached to the noted disciplinary action, their own comments. (Education Code [§87031](#))

**SECTION 2. Right of Representation (Weingarten Rights)**

A bargaining unit employee has the right to CSEA representation in discipline matters. The bargaining unit employee has the right to seek a postponement of a meeting that could lead to discipline and request CSEA representation. If CSEA representation is requested, the meeting shall be rescheduled within five (5) days to allow for CSEA representation.

**SECTION 3. Paid Administrative Leave**

- A.** Paid administrative leave shall not be considered disciplinary action.
- B.** A bargaining unit employee may be placed on paid administrative leave pending an investigation outcome, as determined necessary by the Vice President, Human Resources.
- C.** Emergency Situations: If a bargaining unit employee's continued presence constitutes a danger or jeopardizes the welfare of the bargaining unit employee, other staff and/or students or threatens to disrupt the District operations, the Vice President, Human Resources may immediately place the bargaining unit employee on paid administrative leave.

**SECTION 4. Imposing Disciplinary Action** - The Superintendent/President or their designee may impose disciplinary action against a bargaining unit employee.

**SECTION 5. Cause for Disciplinary Action** - Causes for disciplinary action against a

bargaining unit\_employee include, but are not limited to the following:

- A. Fraud in securing or maintaining employment.
- B. Neglect of duty (i.e. failure to perform regularly assigned tasks and failure to follow approved safety precautions.)
- C. Insubordination (i.e. refusal to perform an assigned task which is legal or does not constitute a safety or health hazard to the employee.)
- D. Dishonesty (i.e. fraud, theft, and falsifying record or reports.)
- E. Use or possession of intoxicants or illegal drugs while on duty; or off-duty use which impedes performance.
- F. Absence without an approved leave.
- G. Misuse of District property (i.e. abusive operation of equipment, deliberate destruction or damage, unauthorized use, and removal of approved safety devices on equipment.)
- H. Violation of any of the prohibitions set forth in the Education Code or the California Administrative Code, Title 5, and any violation of the policies or regulations of the District or provisions of the Collective Bargaining Agreement in effect.
- I. Conviction of a felony or conviction of a misdemeanor involving moral turpitude. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction within the meaning of this section.
- J. Misuse of leaves (i.e. excessive or patterned absenteeism or tardiness.)
- K. Sexual harassment, abuse, and/or bullying of students or employees.
- L. Job Abandonment (See Article X, Section 14)
- M. Failure to maintain licenses or certificates required for the classification

## **SECTION 6. Supervisory Meeting**

Nothing shall preclude the supervisor from having informal conversations with the bargaining unit employee to address conduct and performance concerns prior to initiating progressive disciplinary process.

## **SECTION 7. Progressive Discipline and Progress Discipline Procedures**

- A.** Section 1, A., 1., b., 1, Exception to Progressive Discipline, shall supersede the progressive disciplinary action and procedures noted below.
- B.** Verbal Warning, Written Warning, Written Reprimand and Procedures
  - 1.** Verbal Warning
    - a.** Requires an informal meeting with bargaining unit employee and supervisor to discuss performance/conduct concerns and identify the appropriate actions for improvement. The supervisor shall email a memorandum that clearly states the cause(s) for discipline, the specific acts of inadequate performance/misconduct giving rise to the discipline, and future conduct or performance expectations with timelines for improvement. Training, where appropriate, shall be provided.
  - 2.** Written Warning
    - a.** A memorandum shall be emailed to the bargaining unit employee that clearly identifies the cause(s) for discipline, the specific acts of inadequate performance/misconduct giving rise to the discipline, and future conduct or performance expectations with timelines for improvement. Training, where appropriate, shall be provided.
  - 3.** Written Reprimand
    - a.** A written reprimand shall include the cause(s) for discipline, the specific acts of inadequate performance/misconduct giving rise to the discipline, the previous disciplinary memoranda issued to the bargaining unit employee and future conduct or performance expectations with timelines for improvement. The written reprimand shall be reviewed with the bargaining unit employee in a meeting and emailed to the bargaining unit employee and CSEA President or designee. The written reprimand shall be placed in the bargaining unit employee's personnel file in accordance with Section 1. D.
  - 4.** Procedures for Verbal Warning, Written Warning and Written Reprimand
    - a.** A supervisor shall not verbally warn, issue a written warning or written reprimand to a bargaining unit employee until they

have contacted Human Resources to discuss the potential cause(s) for discipline.

- b. The verbal warning or written warning memorandum is a form of communication between the supervisor and the bargaining unit employee. The memorandum shall not be placed in the bargaining unit employee's personnel file, unless included in subsequent disciplinary actions.
- c. A written reprimand shall be placed into the bargaining unit employee's personnel file in accordance with Section 1., D.

**C. Suspension, Involuntary Demotion, Termination, and Procedures**

When suspending, involuntarily demoting or terminating a classified employee, the District shall follow the pre-disciplinary procedures contained in this Article.

**1. Suspension**

- a. A bargaining unit employee may be suspended without pay for a specified period of time. Upon return from a suspension, the bargaining unit employee shall meet with their supervisor.

**2. Involuntary Demotion**

- a. An involuntary demotion includes demoting a bargaining unit employee to a lower classification and pay range. The supervisor shall meet with the bargaining unit employee and review the job duties associated with the new classification.

**3. Termination**

- a. Termination is the involuntary release of a bargaining unit employee from District employment.

**4. Procedures for Suspension, Involuntary Demotion, and Termination**

- a. A supervisor shall not suspend, involuntarily demote, or terminate a bargaining unit employee until they have contacted Human Resources to discuss the potential cause(s) for discipline.
- b. The supervisor shall provide their bargaining unit employee with a written notice of intent of disciplinary action (suspension, involuntary demotion, or termination). The

supervisor's notice of intent disciplinary action shall contain the following:

- The disciplinary action intended (suspension, involuntary demotion, or termination);
  - The specific causes upon which the disciplinary action is based (See Section 5);
  - A factual summary of the grounds upon which the causes are based;
  - A copy of all written materials, reports, or documents upon which the discipline is based;
  - Suspension or involuntary demotion recommendation notices shall contain directives for improvement, specific timelines for improvement, and outline the consequences of failure to improve;
  - *Skelly* conference information accordance with Section 7.C.d.
  - Demand for Hearing form contained in Appendix L
- c. The supervisor's notice of intent of disciplinary action shall be emailed to the bargaining unit employee's District email address and mailed to the bargaining unit employee's address on file with Human Resources. Notice of intent of disciplinary action shall be mailed in the United States Postal Service mail, return receipt requested. The notice of intent of disciplinary action shall also be emailed to the CSEA President or designee.
- d. *Skelly* Conference
1. A supervisor's notice of intent of disciplinary action that includes a greater than five (5) day suspension, involuntary demotion, or a termination shall include a *Skelly* conference due process right. The *Skelly* conference shall provide the bargaining unit employee with a with an opportunity to present information relevant to the cause(s) set forth in their supervisor's recommendation notice. The supervisor's recommendation notice shall contain the *Skelly* Officer's name and the date and time of the *Skelly* conference.
  2. The bargaining unit employee may bring a CSEA representative or a legal representative to the *Skelly* conference.
  3. *Skelly* Officer Responsibilities

After the *Skelly* conference, the *Skelly* Officer may affirm the recommended disciplinary action or recommend modification to the recommended

disciplinary action. The *Skelly* Officer shall email a written statement to the bargaining unit employee and the CSEA president and CSEA representative attending the *Skelly* conference detailing their *Skelly* decision, including affirmation of the recommended disciplinary action or recommended modifications to the disciplinary action, as appropriate.

4. Failure to appear at or obtain a postponement of a *Skelly* conference shall be deemed the bargaining unit employee's waiver of a *Skelly* conference.
5. While a suspension of five (5) days or less does not require the District to offer a *Skelly* conference, the supervisor shall nonetheless meet with the bargaining unit employee and CSEA to explain the reason for the suspension.

e. Final Notice of Disciplinary Action

2. The Superintendent/President or their designee shall issue a final notice of disciplinary action. The final notice of disciplinary action shall include the following:
  - a. The disciplinary action taken (suspension, involuntary demotion, or termination).
  - b. The effective date of the disciplinary action taken.
  - c. The specific causes upon which the disciplinary action is based (See Section 5).
  - d. A factual summary of the grounds upon which the causes are based.
  - e. A copy of all written materials, reports, or documents upon which the discipline is based.
  - f. A copy of all written materials, reports, or documents upon which the discipline is based.
  - g. Suspension or involuntary demotion recommendation notices shall contain directives for improvement, specific timelines for improvement, and outline the consequences of failure to improve.

- h. Demand for Hearing form contained in Appendix L
  - i. Notice of the employee's right to respond to the charges either orally or in writing, subject to Section 7.C. 4. d) below
3. The final notice of disciplinary action shall be emailed to the bargaining unit employee's District email address and mailed to the bargaining unit employee's address on file with the Human Resources. Recommendation notices shall be mailed in the United States Postal Service mail, return receipt requested. The final notice of disciplinary action shall also be emailed to the CSEA President or designee

#### **D. Appeal and Demand for Hearing**

1. With exception of termination, when disciplinary action is issued by the District, it will be put into effect immediately following the Board of Trustees' (BOT) decision regardless, of whether an appeal is filed.

A bargaining unit employee shall have up to ten (10) days from the date of email issuance of the final notice of disciplinary action to file a demand for hearing with the Vice President, Human Resources. In the event a disciplinary action appeal is filed, the Demand for Hearing form or written request for a hearing may be emailed or hand delivered to the Vice President, Human Resources. The Vice President or their designee shall acknowledge receipt of the form in writing by the next business day after which it was received, confirming the actual date of receipt.

If a bargaining unit employee does not file a Demand for Hearing or written request for a hearing within ten days from the date of email issuance of the final notice of disciplinary action, the bargaining unit employee shall have waived their right to appeal the disciplinary action and the disciplinary action shall be considered final and not appealable.

#### **2. Disciplinary Action Appeal Hearing**

- a. A bargaining unit employee appealing a disciplinary action is entitled to a single representative during the requested hearing. An employee may request CSEA representation for this purpose. When such a request is made, CSEA shall have sole discretion in determining whether it will represent an employee in a disciplinary action appeal hearing. The employee may alternatively select legal counsel. If the employee does not utilize either type of representative, they shall be permitted to present their appeal directly, representing themselves in the proceeding. The employee, or the employee and their chosen representative shall be considered a

“Party” in the hearing, with the District representing the other “Party” in the hearing.

- b. The BOT shall determine whether a disciplinary action appeal hearing (hereinafter “hearing”) shall be conducted by the BOT, or before a hearing officer acting on behalf of the BOT. If the BOT elects to have a hearing officer conduct the hearing on their behalf, the decision of the hearing officer as to the employee’s appeal shall be binding on the District.

The following procedures shall apply:

If the BOT elects to conduct the hearing, the hearing shall be scheduled as an agenda item during a regularly scheduled BOT meeting. In this circumstance, the hearing shall automatically be scheduled for the next regularly scheduled BOT meeting following the District’s receipt of a valid demand for hearing, absent written mutual agreement otherwise between the Parties.

If the BOT elects to utilize a hearing officer, the Parties shall seek a list of 5 arbitrators provided by PERB State Mediation and Conciliation Services for consideration to serve as a hearing officer with thirty (30) days of receipt of the bargaining unit employee’s demand for hearing. The Parties shall alternatively strike through the list of arbitrators, with the first strike being determined by lot. After each Party uses two strikes, the remaining name on the list shall be the hearing officer. The hearing dates shall be calendared by mutual agreement between the Parties, subject to the hearing officer’s availability, and the bargaining unit employee shall be given written notice of the hearing date(s).

- c. The following provisions shall apply during the hearing:
  - The bargaining unit employee shall attend the hearing,
  - The bargaining unit employee may be represented by CSEA or legal representative of their choice at the hearing,
  - The District shall have the burden of proof by preponderance of the evidence,
  - Testimony shall be provided under oath,
  - District employees shall be compelled to attend when requested as witnesses by either the bargaining unit employee, their representative, or the District,
  - Each party may examine and cross examine witnesses,
  - Documents or other evidence may be presented at the hearing,

- The hearing shall be recorded by audio recording. Either party may request a court reporter to transcribe the hearing. The party requesting the court report shall pay the fees associated with this request. If both parties request a court reporter, the parties shall evenly divide the cost of a court reporter.
- d. If a hearing officer is appointed by the BOT, the opinion shall be presented by the hearing officer in writing to the BOT no later than fifteen (15) days after the hearing is completed unless otherwise mutually agreed to by the Parties.

The written outcome of the appeal, whether issued directly by the BOT or determined by the hearing officer, on the BOT's behalf, shall be final and effective immediately. The District shall issue notice of the final disciplinary action within ten (10) days of receiving the BOT's decision or hearing officer's decision issued on behalf of the BOT. Notice of the final disciplinary action shall be mailed to the bargaining unit employee's address on file with Human Resources in the United States Postal Service mail, return receipt requested. The decision regarding the final disciplinary action shall also be emailed to the CSEA President or designee and CSEA's local Field Office.

## ARTICLE XIX - LAYOFF PROCEDURES

### SECTION 1. Definitions

- A. "Layoff" is an involuntary separation from District employment due to cause and based on reduction in service or lack of funds. A layoff also includes any reduction in hours of the assignment or assignment to a classification lower than that in which the bargaining unit employee has permanence and therefore alters the terms of employment. (Education Code [§88017](#))
- B. "Seniority" is length of service based on date of hire in a regular bargaining unit classification. Overtime work shall not be included in computing seniority credit. If two (2) or more bargaining unit employees have equal seniority as defined by hire date, the bargaining unit employee with the most hours in a paid status shall be considered most senior. If a tie still exists, seniority shall be determined by lot.
- C. "Displacement Rights" (also referred to as "Bumping") is the right of a bargaining unit employee, who is laid off with the most seniority, to displace another bargaining unit employee with lesser seniority in a bargaining unit classification in order to restore the same or similar level of salary and health benefits prior to the layoff.
- D. "Bargaining Unit Employee" is employed in a bargaining unit classification and has either probationary or permanent status.
- E. "Bargaining Unit Classification" is one or more classifications in the bargaining unit that have the same designated title and minimum qualifications, and share a common salary range.
- F. "Classification Series" is a group of hierarchical classifications which are closely related and in which the higher classifications within the series require the skills, knowledge and abilities necessary to perform any of the duties of any lower classification within the series. Classification Series are delineated in Appendix "C".
- G. "Classification Family" are classifications and classification series, which are related to one another by the nature of the general duties performed, and which require somewhat similar knowledge, skills and abilities. Classification Families are those set forth in Appendix "C".
- H. "Qualified" shall mean the bargaining unit employee who meets the minimum qualifications as determined by the classification description.
- I. "FTE" is the Full Time Equivalent and refers to the percentage of a full time, forty (40) hour per week assignment. Additionally, FTE affects the

level of health benefits for which the bargaining unit employee qualifies. (see Article IX, section 1 & 2) A 1.00 FTE is a bargaining unit employee whose regular assignment is the equivalent of forty (40) hours per week. A .50 FTE is a bargaining unit employee whose regular assignment is the equivalent of twenty (20) hours per week. A bargaining unit employee's FTE shall not increase from their FTE prior to layoff in the course of the displacement rights process.

- J. "Months" are the number of calendar months the bargaining unit employee has been assigned. A bargaining unit employee may have a 9, 10, 11, or 12 month assignment at any FTE.

**SECTION 2. Notice of Layoff** - In the event of a reduction in force in any classification, layoffs shall be in reverse order of seniority with the least senior bargaining unit employee in the job classification that is being eliminated being laid off first.

Bargaining unit employees subject to a layoff shall be given written notice of the layoff no later than March 15<sup>th</sup>. The written notice of layoff shall include items required in Education Code [§88017](#), displacement rights (if any), and re-employment rights. The District shall email the CSEA President copies of the written notice of layoff and the seniority list at the time the bargaining unit employee is notified.

Bargaining unit employees with displacement rights (if any), shall have at least seven (7) days, from the date of notification, to notify Human Resources, in writing, of their intention to exercise displacement rights.

When bargaining unit positions must be eliminated as a result of the expiration of a specially funded program, the bargaining unit employees to be laid off shall be given written notice of layoff not less than 60 days prior to the effective date of their layoff informing them of their layoff date and their displacement rights, if any, and reemployment rights. (Education Code [§88017\(k\)](#)).

**SECTION 3. Displacement Rights (also referred to as 'Bumping')** - In order to provide the highest level of protection to bargaining unit employees with the greatest seniority with the District, the procedure below shall take into account the displacement rights of the bargaining unit employee's FTE in this process.

The District shall offer a bargaining unit employee with displacement rights a position with the most similar level of salary, hours, and health benefits to what they earned prior to being displaced into another position based on the displacement rights outlined below in A through M. Therefore, the District shall offer such a bargaining unit employee an FTE classification position, if one exists, which maintains their current level of salary and health benefits, even if this means not initially displacing the least senior employee.

A bargaining unit employee who has received a written notice of layoff may exercise their displacement rights as outlined below. A bargaining unit employee who has received a written notice of layoff has the right not to

participate in the displacement rights process and may instead accept the layoff.

- A.** A bargaining unit employee shall displace the bargaining unit employee with the least seniority within their classification with the same FTE prior to layoff;
- B.** If there is no less senior bargaining unit employee to displace within their classification with the same FTE, a bargaining unit employee shall displace the bargaining unit employee with the least seniority at a lateral salary range within their classification series with the same FTE prior to layoff;
- C.** If there is no less senior bargaining unit employee to displace at a lateral salary range within their classification series with the same FTE and the bargaining unit employee is qualified, a bargaining unit employee shall displace the bargaining unit employee with the least seniority at a lateral salary range within their classification family with the same FTE prior to layoff. Human Resources shall verify the employee's current qualifications;
- D.** If there is no less senior bargaining unit employee to displace at a lateral salary range within their classification family with the same FTE, a bargaining unit employee shall displace the bargaining unit employee with the least seniority within their classification with the highest FTE which maintains their level of health benefits prior to layoff;
- E.** If there is no less senior bargaining unit employee to displace within their classification series with an FTE that maintains their level of health benefits prior to layoff, a bargaining unit employee shall displace the bargaining unit employee with the least seniority at a lateral salary range within their classification series with the highest FTE that maintains their level of health benefits prior to layoff;
- F.** If there is no less senior bargaining unit employee to displace within their classification series at a lateral salary range with a FTE that maintains their level of health benefits prior to layoff and the bargaining unit employee is qualified, a bargaining unit employee shall displace the bargaining unit employee with the least seniority at a lateral salary range within their classification family with the highest FTE that maintains their level of health benefits prior to layoff. Human Resources shall verify the employee's qualifications;
- G.** If there is no less senior bargaining unit employee to displace within their classification family at a lateral salary range with an FTE that maintains their level of health benefits prior to layoff and the bargaining unit employee is qualified, a bargaining unit employee shall displace the bargaining unit employee with the least seniority at a lower salary range (nearest to their salary range prior to layoff) within the classification family

with a FTE that maintains their level of health benefits prior to layoff. Human Resources shall verify the bargaining unit employee's qualifications;

- H. If there is no less senior bargaining unit employee to displace within their classification family at a lower salary range with an FTE that maintains the bargaining unit employee's level of health benefits prior to layoff, a bargaining unit employee shall displace the least senior bargaining unit employee within their classification at the closest FTE prior to layoff (which may result in a reduction of health benefits);
- I. If there is no less senior bargaining unit employee to displace within the classification with a lower FTE and the bargaining unit employee is qualified, a bargaining unit employee shall displace the least senior bargaining unit employee at a lower salary range (nearest to their salary range prior to layoff) within their classification family at the closest FTE prior to layoff (which may result in a reduction of health benefits.) Human Resources shall verify the bargaining unit employee's qualifications;
- J. If there is no less senior bargaining unit employee to displace within the bargaining unit employee's current classification family and the bargaining unit employee has previously passed probation and still meets the current qualifications in a classification within a different classification family with a salary range which is lateral or lower than the bargaining unit employee's salary range prior to layoff, a bargaining unit employee shall displace the least senior bargaining unit employee in the previously held classification with the same FTE prior to layoff;
- K. If there is no less senior bargaining unit employee to displace within the bargaining unit employee's previous classification with the same FTE, the bargaining unit employee shall displace the least senior bargaining unit employee within the previous classification with the highest FTE which maintains their level of health benefits prior to layoff;
- L. If there is no less senior bargaining unit employee to displace within the bargaining unit employee's previous classification with an FTE that maintains their level of health benefits prior to layoff, the bargaining unit employee shall displace the least senior bargaining unit employee within the previous classification at the closest FTE prior to layoff (which may result in a reduction of health benefits.)
- M. The displacement process continues until all displacement rights have been exhausted.

A bargaining unit employee displaced by the layoff procedure shall have the same layoff and displacement rights as though they were being laid off.

If a vacant position exists in a classification into which a bargaining

unit employee is exercising displacement rights, the bargaining unit employee shall move into the vacant position.

**SECTION 4. Reemployment Rights** – Bargaining unit employees who have been laid off shall be placed on a reemployment list for thirty-nine (39) calendar months.

- A.** Bargaining unit employees who receive fewer hours or are assigned to a lower classification, shall be placed on the reemployment list for an additional twenty-four (24) months for a total of sixty-three (63) months.
- B.** Bargaining unit employees who take voluntary demotions or voluntary reductions in their FTE in lieu of layoff, shall be, at the option of the bargaining unit employee, returned to a position in their former classification or to a classification and FTE that reflects their assignment prior to a voluntary reduction in FTE. The bargaining unit employee shall be ranked on reemployment list in accordance with their seniority and FTE.
- C.** Offers of reemployment shall be delivered by certified mail to the last known address on record with Human Resources and shall be in the reverse order of the layoff as vacancies occur in the classification families for which the laid off bargaining unit employee is qualified. When more than one bargaining unit employee was laid off on the same date, reemployment shall be based on seniority.
- D.** Former bargaining unit employees on a reemployment list shall have up to ten (10) days from the postmarked date of notice to accept or decline, in writing, the position being offered. A former bargaining unit employee who has declined two (2) offers of reemployment relinquishes all reemployment rights. Failure to reply, in writing, to the notice within ten (10) working days shall be considered a refusal and shall cause the former bargaining unit employee name to be permanently removed from the re-employment list. Former bargaining unit employees on the reemployment list are responsible for notifying Human Resources of a change in mailing address and/or phone number.
- E.** If a bargaining unit employee on the reemployment list accepts the position being offered, the bargaining unit employee shall have up to ten (10) working days from the postmarked date of the notice to report for work. If the bargaining unit employee fails to return to work on the specified return date, all the reemployment rights shall be relinquished.
- F.** A bargaining unit employee who elects layoff in lieu of displacement or who voluntarily accepts reassignment to a vacant position, for which the bargaining unit employee is qualified, in another classification without exercising displacement rights shall maintain their reemployment rights under this Article.

- G. Bargaining unit employees on the reemployment list are eligible to apply for vacancies within the District.

**SECTION 5. Salary Placement** - A bargaining unit employee accepting a position in a lower classification or a reduction in their FTE or work year in lieu of layoff, shall maintain same level of health and welfare benefits for a period of one (1) calendar year from the effective date of the layoff and be placed on a step in the salary range of the lower classification which is nearest to their current range and step.

- A. The lower classification salary shall not exceed the maximum step of the classification range.
- B. The bargaining unit employee shall retain their one year interval cycle for subsequent salary advancement. (See Article VIII, Wages, Section 3, B.)
- C. Salary increments based upon longevity shall continue to be paid in the lower classification.

**SECTION 6. Assignment to a Vacant Position** - A bargaining unit employee who meets the minimum qualifications may be assigned by the District to a vacant position in a similar or lower classification. The following conditions shall be required:

- A. The District shall determine when a vacancy exists in a similar or lower classification.
- B. The District shall determine if the bargaining unit employee meets the minimum qualifications for the vacant position.
- C. A bargaining unit employee assigned to a vacant position shall have the same rights as an employee exercising their displacement rights.

**SECTION 7. Reduction in FTE and Work Year**

If there is a reduction in the work year or FTE, bargaining unit employees shall in order of seniority, be entitled to the maximum number of FTE in available positions in their current classification.

The District shall email the CSEA President of any impending reduction in FTE or work year at least 60 days prior to Board of Trustees consideration of the proposed action. To the extent required by law the District shall negotiate the decision to reduce FTE or months in the work year of bargaining unit employees and the effects of such reductions.

**SECTION 8. Effects Negotiations**-The District and CSEA shall meet to negotiate the effects of the layoff.

**SECTION 9. Seniority List** - The District shall maintain an updated seniority list indicating the bargaining unit employees' current classification and shall provide the

seniority list to CSEA not less than (60) sixty calendar days prior to the effective date of the layoff.

A bargaining unit employee may dispute their seniority date by submitting an email request to Human Resources to have their seniority date reviewed. Human Resources shall send an email response to the bargaining unit employee and the CSEA President within 30 days of the bargaining unit employee's email request.

If an error has been made, the seniority list shall be corrected and sent to CSEA.

## ARTICLE XX - TRANSFER PROCEDURES

- SECTION 1. Voluntary Transfer** - A voluntary transfer is the reassignment of a qualified bargaining unit employee, from one position to another position in the same classification.
- SECTION 2. Lateral Transfer Opportunity** - When a new position is created or an existing position becomes vacant, a lateral transfer announcement shall be posted, internally, for a minimum of five days. Permanent classified bargaining unit employees, in the same classification as a vacant position who are interested in transferring, need to apply for a transfer by completing an online internal transfer application. A bargaining unit employee must have satisfactorily completed a probation period to apply. Eligible bargaining unit employees that apply for a lateral transfer shall be given first opportunity to interview for the position.
- SECTION 3. Voluntary Demotion** - A permanent bargaining unit employee may request voluntary demotion to a related class with a lower maximum salary rate by filing a written notice with the Office of Human Resources.
- SECTION 4. Involuntary Transfers**
- A.** In cases of involuntary transfers to a vacant position, the least senior bargaining unit employee who possesses the minimum qualifications to perform the duties of the classification as determined by the Office of Human Resources shall be transferred.
  - B.** Any bargaining unit employee, who possesses the minimum qualifications to perform the duties of the classification, may be subject to an involuntary transfer when it is mutually agreed upon by CSEA and the District that a transfer is in the best interest of the work environment.

## ARTICLE XXI - PROFESSIONAL GROWTH

**SECTION 1. Professional Growth** – Professional growth is the ongoing process of improving knowledge, skills, and awareness through a variety of learning opportunities, such as college degrees, coursework, conferences, workshops and training sessions.

**A. Purpose** - The purpose of professional growth for classified bargaining unit employees is to:

- a. Encourage bargaining unit employees to complete college/university, community college, adult school, and/or various other educational programs.
- b. Encourage bargaining unit employees to update skills and/or knowledge relating to current classification.
- c. Encourage bargaining unit employees to upgrade skills and/or knowledge for future career enhancements.
- d. Encourage bargaining unit employees awareness and wellness.

**B. Types of Professional Growth Objectives**

- a. Completion of a degree from an accredited college or university (Associate's, Bachelor's, Master's or Doctorate).
- b. Job and/or career related certificate (Educational or Industry Standard)
- c. Job and/or career related Professional Growth courses or seminars
- d. Job and/or career related continuing or adult education courses
- e. District or employee awareness and wellness activities.

**SECTION 2. Attendance at Professional Growth Activities** - In order to meet the operational needs of the department, attendance at all professional growth activities, during work hours, requires approval from the supervisor.

**SECTION 3. Classified Professional Growth Units (CPGU)** – Classified professional growth units are approved hours for related activities converted into units that are used to calculate the professional growth stipend.

**A. Professional Growth Unit Requirements** – To receive credit for professional growth units a bargaining unit employee shall be required to:

- a. Successfully complete their probationary period.

- b. Provide proof of attendance at professional growth activities. Bargaining unit employees must sign the proof of attendance form, as applicable, when attending District professional growth activities.
  - c. Complete the CPGU Verification form (Appendix O) for approved professional growth activities, including individual courses, and email the form to Human Resources. Individual courses require transcripts or certificates showing a passing grade of C or better or credit, as applicable.
    - i. All requests for CPGUs shall be submitted within three years of the professional growth activity.
  - d. Complete and submit the Employee Education Plan (EEP) (Appendix N) for approval prior to taking courses. Upon completion of a course(s), the bargaining unit employee shall email transcripts to—Human Resources showing a passing grade of C or better or credit.
- B. Professional Growth Unit Calculations** – Professional growth units shall be calculated and approved by Human Resources and credited as follows:
- a. Approved college courses completed with a passing grade of C or better or credit shall receive four (4) professional growth units for each one (1) semester units or equivalent quarter units of class attendance.
  - b. Approved District-sponsored staff development professional growth activities shall receive one (1) professional growth unit for each three (3) hours of professional growth activities.
  - c. Approved external and/or offsite seminars, training sessions, conferences, workshops and other training opportunities shall receive one (1) professional growth unit for each three (3) hours of seminars, workshops, conferences, etc. up to a maximum of 8 hours per day.
  - d. Bargaining unit employees approved to conduct presentations and workshops shall receive two (2) hours for each one (1) hour of presentation.

**SECTION 4. Professional Growth Stipend** - Bargaining unit employees shall receive a stipend as follows:

- A.** Bargaining unit employees shall receive a stipend for every twenty (20) professional growth unit increments up to a maximum of two hundred and forty (240) professional growth unit increments. Professional growth stipends shall be paid in accordance with Appendix B2 Professional Growth Stipend Schedule.
- B.** Stipends shall end when a bargaining unit employee is reclassified or promoted to a job which salary exceeds the value of the previous base

salary plus stipend by at least five percent (5%). When determining step placement, the bargaining unit employee shall be placed on a step not less than the value of five percent (5%) greater than the previous base salary plus stipend.

**SECTION 5. Employee Education Plan (EEP)** - An EEP is a plan (Appendix N) that states clear educational goals, objectives, and a list of courses to achieve the stated goals and/or objectives and the timeline to complete the plan.

An EEP is only required when a bargaining unit employee is requesting District tuition reimbursement and/or CPGU credit for degree-related courses.

**EEP Approval Process**

- A. Bargaining unit employees requesting tuition reimbursement and/or CPGU credit shall prepare an EEP and email a completed EEP to Human Resources.
- B. Human Resources shall review and notify the bargaining unit employee in writing, of the approval or denial of the EEP within fifteen (15) days and retain the original plan on file.
- C. The Classified Development Coordinator shall notify the Staff Development Governance Committee at its next scheduled meeting of all plans approved since its last meeting so that the approval can be reflected in the minutes.

**SECTION 6. Appeal Process for Denial of an EEP** - A bargaining unit employee may appeal a denial of an EEP to the Professional Growth Committee (see Section 11). The procedure for the appeal is as follows:

- A. Within ten (10) days, a bargaining unit employee shall submit a memo to Human Resources requesting an appeal of the denial of the EEP. Human Resources shall immediately notify the Chair of the Professional Growth Committee (PGC).
- B. The Professional Growth Committee (PGC) shall review the appeal and issue a written decision to the bargaining unit employee within ten (10) days.
- C. If the appeal is denied, the bargaining unit employee may forward a second appeal to the Superintendent/President for a final decision.
- D. The Superintendent/President shall provide the bargaining unit employee, the PGC, and Human Resources with a written decision regarding the second appeal within twenty (20) days.

**SECTION 7. Tuition Reimbursement Eligibility** - Only completed college courses shall be considered for tuition reimbursement.

- A. Bargaining unit employees taking approved classes on District time or on

the bargaining unit employee's own time (Personal Necessity Time, Vacation Time, Personal Time Without Pay, and Non-work hours) are eligible to receive tuition reimbursement subject to availability of budgeted funds. Once funds have been exhausted in a given fiscal year, no additional reimbursements will be provided.

- B. A bargaining unit employee shall not receive staff development funds for tuition reimbursement if the bargaining unit employee is receiving reimbursement from any other source for the same activity.

**SECTION 8. Tuition Reimbursement Procedures**

- A. Upon completion of approved courses, classes, seminars, or job-related training, it is the responsibility of the bargaining unit employee to provide verification of completion with a transcript or acceptable certificate of completion and the Tuition Reimbursement Form (Appendix N1) to the Classified Development Coordinator. Within ten (10) days, Human Resources and the Classified Development Coordinator shall verify the documentation, approve reimbursements within established budgetary guidelines, and send verification of earned CPGUs to the bargaining unit employee. The bargaining unit employee shall receive a reimbursement check within fifteen (15) days from Accounts Payable upon receiving the expenditure approval. Tuition is reimbursed up to \$1,000 per bargaining unit employee, per academic year.

**SECTION 9. Approved Course Sites - Approved course work may be taken at:**

- A. Any accredited college/university
- B. Any accredited community college
- C. Any state approved private industry school
- D. Any approved seminar site or school

**SECTION 10. Courses Allowed – Any number of courses may be taken during a bargaining unit employee's non-work time. A permanent bargaining unit employee may take up to two (2) courses per semester, during their scheduled work hours, providing the following conditions are met:**

- A. Operational needs of the bargaining unit employee's department are met.
- B. The courses are taken according to the provisions set forth in this article.
- C. A bargaining unit employee may be excused from scheduled work hours to take one (1) approved course or class a semester on District time.
- D. A bargaining unit employee may also take a second course or class using one (1) or a combination of the following time plans:

1. Personal Necessity Leave
2. Vacation Time
3. Personal Time Without Pay

Request for time-off for any Professional Growth Courses must be approved by the supervisor. If a time schedule cannot be agreed upon, CSEA and the District shall meet to discuss a resolution.

**SECTION 11. Professional Growth Committee** - The Professional Growth Committee convenes as needed to ensure that the greater majority of all problems and unaddressed contingencies are dealt with by a knowledgeable group during the program's operation. The Professional Growth Committee shall be composed of five (5) people. All appointments shall be for a two (2) year term.

- A. CSEA shall appoint two (2) classified employees.
- B. The Superintendent/President shall appoint two (2) managers: one (1) classified and one (1) educational.
- C. The appointed members shall mutually select one (1) confidential employee.
- D. The Vice President of Human Resources or designee and Classified Development Coordinator shall serve as non-voting resource members.

## ARTICLE XXII – CONTRACTING OUT

**SECTION 1. Restriction on Contracting Out** - During the duration of this Agreement, the District shall not contract out work which has been customarily and routinely performed by bargaining unit employees unless permanent bargaining unit employees are not available to meet emergencies of the District. The District shall comply with the provisions set forth in Education Code [§88003.1](#). The District shall notify the CSEA Chapter President, or designee, in writing of the District's intention to contract out.

**SECTION 2. Bargaining Unit Work** - No supervisory or management employee may perform any work within the job description of a bargaining unit employee which will result in the displacement, reduction of hours, transfer or reassignment of any bargaining unit employee. When contractors are utilized, duties that are assigned to a current bargaining unit employee shall not be assigned to the contractors, unless the District and CSEA meet and negotiate.

Contractors shall have a defined Scope of Work for each job assigned. Contractors shall not be hired to address ongoing workload increase for any bargaining unit employee.

**SECTION 3. Emergencies** – The District may contract out work without prior notification due to emergency conditions that may prevent the stoppage of public business which may include but is not limited to:

**A.** “Emergency appointment” means an appointment made for a period not to exceed 60 working days either during an actual emergency to prevent the stoppage of public business or because of the limited duration of the work. The method of selection and the qualification standards for an emergency employee shall be determined by the community college district. The frequency of appointment, length of employment, and the circumstances appropriate for the appointment of firms or individuals under emergency appointments shall be restricted so as to prevent the use of emergency appointments to circumvent the regular or ordinary hiring process. (See 88003.1, (b)(5)).

**B.** The need to make immediate repairs because of the unexpected breakage or malfunction of essential equipment when the repairs cannot be made by bargaining unit employee on either a regular, overtime basis, or callback basis.

**SECTION 4. Terms of Contract Service** – If the term of the contract service exceeds 60 working days, the staffing needs of the department must be reassessed for additional permanent staffing.

## ARTICLE XXIII – SAFETY CONDITIONS

**SECTION 1. Performing Work** – Bargaining unit employees shall not be required to work under unsafe conditions or to perform tasks that are unsafe. The District shall make every reasonable effort to provide employment and working conditions which are as safe and healthy as the nature of the employment and assigned duties permit. Bargaining unit employees shall make every reasonable effort to perform work safely.

**SECTION 2. Reporting Unsafe Conditions** - Any bargaining unit employee who observes a working condition that is unsafe and/or that may endanger their health or the health of others shall report the condition to their immediate supervisor, orally or in writing, including the grounds for believing the condition is unsafe. A bargaining unit employee shall not be discriminated against for reporting an unsafe condition in accordance with Section 1.

**SECTION 3. Policies and Regulations** - The District shall maintain Board Policies and Administrative Regulations that define and commit to providing a safe, nondiscriminatory, sexual harassment-free, and violence-free work environment. The adopted Board Policies and Administrative Regulations may be accessed at [www.glendale.edu](http://www.glendale.edu).

### **SECTION 4. Required Equipment and Sanitation Supplies**

- A. Required Equipment:** The District shall provide and maintain all required safety equipment and materials, including any safety attire that the District may require of certain departments, to meet regulatory safety standards necessary for bargaining unit employees to complete their assigned duties in a safe and healthy manner.
- B. Sanitation Supplies:** The District shall also ensure that its facilities have the necessary sanitation supplies such as soap and water, disposable towels or tissues, hand sanitizer, appropriate face coverings, and other sanitation supplies deemed necessary by the District for bargaining unit employees to complete their assigned duties in a safe and healthy manner.

### **SECTION 5. Safety Training and Release Time**

- A. Safety Training:** The District shall provide bargaining unit employees with mandatory job-related safety training (i.e. tools and equipment, occupational hazards, emergency response, first aid, handling of toxic materials, asbestos abatement, clean-up of bodily fluids) to safely and effectively perform their assigned duties. The District shall also train

bargaining unit employees, working onsite, in public health measures, hygiene, and sanitation to help prevent the spread of pandemic illness.

- B. Release Time:** Bargaining unit employees shall be released to attend trainings mentioned above (Section 5.A.) which shall be provided during their normal working hours. Bargaining unit employees who work evening shifts, shall receive appropriate compensation for receiving this training if they are required to attend a training that is not during their normal working hours.

**SECTION 6. Security/Disaster/Evacuation Plans** - The District shall make available to all bargaining unit employees current plans and procedures regarding campus security, evacuation procedures/routes, disasters, etc. to ensure that all bargaining unit employees are fully informed and have a safe working environment.

**SECTION 7. Campus Evacuation** - If an evacuation of District property is ordered, bargaining unit employees shall not suffer a loss of pay during the period of such evacuation.

**SECTION 8. Safety and Supervision** –The District shall strive to provide proper on-campus supervision and campus police protection when bargaining unit employees are on duty.

**A. Cameras**

By the first working day in September of each year, the District shall provide CSEA with a list of all cameras and their locations on District properties

1. Camera recordings (digital and printed) may only be accessed by the Glendale Community College District's Police Department, the Superintendent/President or designee, and/or the Districts' legal counsel for the sole purpose of investigating alleged criminal activity.
2. Camera recordings of bargaining unit employees shall only be used in cases of alleged criminal activity, and not for evaluations or disciplinary actions.
3. All District properties shall display sufficient signage throughout indicating that security cameras are recording.

## **B. Digital Locks**

1. Digital lock data may only be accessed by the Glendale Community College District's Police Department, the Superintendent/President or designee, and/or the Districts' legal counsel for the sole purpose of investigating alleged criminal activity.
2. Digital lock data recording the coming and going of bargaining unit employees shall only be used in cases of alleged criminal activity, and not for evaluations or disciplinary actions.

## ARTICLE XXIV – RETIREMENT

**SECTION 1. Early Retirement Health Benefits** – Providing the following conditions are met, the District shall pay a maximum of twelve thousand dollars (\$12,000) for at least nine (9) consecutive years of service or a maximum of fifteen thousand dollars (\$15,000) for at least sixteen (16) consecutive years of services per fiscal year for the medical, dental and vision insurance.

- A. For bargaining unit employees working at least twenty (20) but less than thirty (30) hours per week, the payment shall cover the medical, dental and vision insurance of the retiring bargaining unit employee only up to the maximum above.
- B. For bargaining unit employees working thirty (30) hours or more a week, the payment shall cover the medical, dental and vision insurance for the retiring bargaining unit employee and their spouse, domestic partner, or eligible dependent up to the maximum above.
- C. The bargaining unit employee shall have been eligible to participate in and covered under one (1) of the District sponsored medical, dental or vision insurance plans in effect immediately prior to retirement.
- D. To be eligible for early retirement benefits under provisions of this Section, the bargaining unit employee must retire at or after age fifty-five (55) but before age sixty-five (65). If a bargaining unit employee accepts early retirement through CalPERS due to disability, the bargaining unit employee must be at least fifty (50) years of age.
- E. Bargaining unit employees who elect coverage under provisions of this Section shall notify the District Administrative Services at the time of retirement and annually thereafter.
  - 1. In accordance with Article IX , Health and Welfare Benefits, the District shall pay the premium for the medical, dental, and vision insurance plans with which the bargaining unit employee was covered at the time of retirement. Such payment shall begin for the retiring employee beginning at the time of retirement. The District shall cease payment of medical insurance premium when the bargaining unit employee reaches the age of sixty-five (65).
  - 2. The retired bargaining unit employee may also elect to pay the premium for their dependent(s), starting at age fifty-five (55) until the age of sixty-five (65). Payments must be made directly to the District Administrative Services.
  - 3. The initial payment for dependent(s) coverage shall be received on or before September 1 of each year and continued on a regular

monthly basis for a total of ten (10) payments, with the additional payments to be received on or before the first (1<sup>st</sup>) day of the months of October through June of each year. Failure to make payments may result in the cancellation of retiree benefits.

4. For bargaining unit employees retiring between the age of fifty-five (55) and sixty (60), one (1) additional year of premiums for medical, dental and vision insurance coverage, as outlined in this section, shall be paid by the District.
5. The additional years of medical, dental and vision insurance coverage are illustrated in the chart below:

Retirement Age	Maximum age of Coverage	Years of Coverage
55	70	15
56	69	13
57	68	11
58	67	9
59	66	7
60	65	5
61	65	4
62	65	3
63	65	2
64	65	1
65	65	0

**SECTION 2. Cash in lieu of Early Retirement Benefits**

- A. A retired bargaining unit employee who has elected medical, dental and vision plans external to District administered plans and elects not to participate in early retirement benefits delineated in Section 1, may choose one of the following:
  1. A payment toward the premiums of the CALPERS Long Term Care Program for the retired bargaining unit employee and their eligible spouse. In the event the premiums for the CALPERS program exceed \$12,000, the bargaining unit employee must provide the District with a check for the difference prior to the annual premiums.
  2. A payment equal to fifty percent (50%) of the value of the existing medical, dental and vision allowance. The payment shall be two installments occurring in January and July. Each installment shall be for the previous six month period. The option is only valid if the retiree opts out of all three plans (medical, dental, vision).

- B. A retired bargaining unit employee who chooses the cash in lieu benefit shall complete and sign the “Opt-out District Health Plan Agreement” at least 45 days before the benefit is to begin. Retiree participation always begins on the first day of the month and ends on the last day of the month of either the retiree’s death or sixty-fifth birthday.
- C. In the event a retiree loses medical, dental and vision benefits from the other agency, they may re-enroll in the District’s plan if proof of termination is provided to the District within 30 days of loss of coverage from the other plan. The effective date of the re-enrollment shall be on the first day of the following month. If receipt of notification is provided after the 30 day period, the retiree must wait until the next open enrollment period for coverage in the District’s plan.

**SECTION 3. District Obligation Under this Article** - The District’s obligations under this Article shall be limited to payment of the premiums or sums indicated. All terms and conditions of the various programs available pursuant to this Article shall be determined by the medical, dental, and vision insurance carriers’ plans, and are to be resolved between the insurance plans carrier and the retired bargaining unit employee. All disputes with respect to the insurance plan carriers’ administration of such programs shall not be the responsibility of the District, and shall not subject to the grievance and arbitration procedures of Article VI, Grievance Procedures.

**SECTION 4. Supplemental Medical Coverage** - The District shall contribute three hundred dollars (\$300) a month toward supplemental medical coverage for a retired bargaining unit employee who has worked for the District nine (9) or more consecutive years. This payment shall be made in a lump sum at the beginning of each fiscal year for a ten (10) year period. This provision is not retroactive.

**SECTION 5. Other Retirement Benefits**

Bargaining unit employees retiring shall be eligible for the following:

- A. Lifetime use of GCC email account
- B. Card for free admission to all GCC student performances and athletic events
- C. Lifetime GCC Library card
- D. Lifetime use of the Fitness Center during operational hours
- E. Lifetime exemption from all District authorized, permissive student fee and student ID fee
- F. Parking permit

## ARTICLE XXV – CONCERTED ACTIVITIES

- SECTION 1. Work Stoppage** - Apart from and in addition to existing legal restrictions upon work stoppages, CSEA agrees that neither it nor its officers, agents, or representatives, or persons acting in concert with any of them, shall incite, encourage, participate in or condone any strike, sickout, walkout, slowdown, or other work stoppage of any nature during the duration of this Agreement for any cause or dispute, without regard to whether their underlying dispute is subject to the grievance provisions of Article VI or a PERB proceedings. In the event of any such work stoppage or threat of a work stoppage, CSEA and its officers, agents and representatives shall take all reasonable steps within their control to end it or discourage it.
- SECTION 2. Encouraging or Participating in Work Stoppage** - Any bargaining unit employee who incites, encourages or participates in any such work stoppage (See Section 1) shall be subject to discipline including termination.
- SECTION 3. Lockout** - The District shall not engage in any lockout of bargaining unit employees during the life of this Agreement. A lockout is a refusal to permit employees to perform previously assigned work in an effort to force bargaining concessions from CSEA; it does not include matters such as layoffs, program curtailments, or emergency shutdowns.

## ARTICLE XXVI – DURATION

**SECTION 1. Effective Date** - This Agreement shall be for a three-year duration becoming effective as of July 1, 2024, and continuing through June 30, 2027.

**SECTION 2. Limited Re-openers** - No later than August 15 of each year of this Agreement, CSEA and the District may submit initial proposals to re-open two (2) articles in addition to Article VIII-Wages, Article IX-Health and Welfare Benefits and Article XVIII-Disciplinary Procedures. Additional re-openers may be considered if mutually agreed to by CSEA and the District. Initial proposals must be sunshined at the next available Board of Trustees meeting in order to commence negotiations no later than October 1 of each year.

During the duration of this Agreement CSEA and the District agree in principle to review the Agreement layout and to consolidate sections without changing the content of the Agreement.

Such limited re-openers shall not affect the validity or duration of this Agreement. Such limited re-opener negotiations shall be subject to the negotiations obligations of the Education Employment Relations Act (Government Code §§ 3540-3549.3) and are not subject to the Grievance Procedures (Article VI).

**SECTION 3. Agreement Remains in Status Quo During Negotiations.** If the parties have not reached an agreement on or before the Agreement expiration date, all provisions of the Agreement shall remain in effect.

**SECTION 4.** Except as specified in Section 2, the Agreement constitutes the entire agreement between the parties and concludes meeting and negotiating on all subjects dealing with working conditions and any other terms of employment of CSEA bargaining unit employees for the term of this Agreement outlined in Section 1. This section shall not be construed as a waiver of either party's right to negotiate mandatory subjects of bargaining as required by law.

**APPENDIX "A1"**  
**GLENDALE COMMUNITY COLLEGE DISTRICT**  
**AFFIDAVIT FOR ENROLLMENT OF DOMESTIC PARTNERS - BLUE SHIELD**

**SECTION ONE**

I, and \_\_\_\_\_ are domestic partners, and:  
(Name of Domestic Partner)

1. Each of the domestic partners are eighteen (18) years of age or older.
2. The domestic partners share a close personal relationship and are responsible for each other's common welfare.
3. The domestic partners are each other's sole domestic partner.
4. The domestic partners are not married to anyone nor have had another domestic partner within the prior six months.
5. The domestic partners are not related by blood closer than would bar marriage in the State of California.
6. The domestic partners share the same regular and permanent residence, with the current intent to continue doing so indefinitely.
7. The domestic partners are jointly financially responsible for "basic living expenses", defined as the cost of basic food, shelter, and any other expenses of a domestic partner which the partner qualified because of the domestic partnership. (Note: Domestic partners need not contribute equally or jointly to the cost of these expenses as long as they agree that both are responsible for the cost.)
8. The domestic partners were mentally competent to consent to the contract when our domestic partnership began.



## APPENDIX "A2"

### AFFIDAVIT FOR ENROLLMENT OF DOMESTIC PARTNERS - KAISER

#### SECTION ONE

I, and \_\_\_\_\_ are domestic partners, and we:  
(Name of Domestic Partner)

1. are each eighteen (18) years of age or older;
2. share a close personal relationship and are responsible for each other's common welfare;
3. are each other's sole domestic partner;
4. are not married to anyone nor have had another domestic partner within the prior six months;
5. are not related by blood closer than would bar marriage in the State of California;
6. share the same regular and permanent residence, with the current intent to continue doing so indefinitely;
7. are jointly financially responsible for "basic living expenses", defined as the cost of basic food, shelter, and any other expenses of a domestic partner which the partner qualified because of the domestic partnership. (Note: Domestic partners need not contribute equally or jointly to the cost of these expenses as long as they agree that both are responsible for the cost.)
8. were mentally competent to consent to the contract when our domestic partnership began;

#### SECTION TWO

1. I understand that my domestic partner is eligible for enrollment at the time of my hire or throughout the year based on the same eligibility criteria used for other dependents.
2. I understand that this affidavit shall be terminated upon the death of my domestic partner or by a change in circumstance attested to in this Affidavit.
3. I agree to provide written notice to my payroll/personnel representative if there is any change of circumstances attested to in this Affidavit within 30 days of the change by filing a Statement of Termination of Domestic Partnership.



**APPENDIX “B1”  
CLASSIFIED EMPLOYEES MONTHLY SALARY SCHEDULE**

Click the following link for the updated salary schedule.

[www.glendale.edu/salarieschedules](http://www.glendale.edu/salarieschedules)

\*All bargaining unit employees, regardless of their time in any one classification, shall receive the following longevity pay as a percentage of their current base pay. Longevity payments are ongoing and paid monthly.

Longevity increments are compounding, and the total increment is noted in parentheses. Longevity increments are based on the bargaining unit employee’s original date of hire with the District, adjusted for any unpaid periods of time:

- After the completion of 9 years of service – 5% of base pay
- After the completion of 14 years of service – 5% of base pay (10.25%)
- After the completion of 19 years of service – 5% of base pay (15.7625%)
- After the completion of 24 years of service – 7% of base pay (23.8659%)

Continuing Professional Growth Unit Stipend: \$26 per unit (20 Maximum Units = \$312)

## Appendix B2

### Professional Growth Stipend Schedule

Professional Growth Unit Increments	Professional Growth Stipend Amount Per Unit Increment(s) Earned	Professional Growth Unit Increment(s) Multiplied By  Professional Growth Stipend; Total Professional Growth Monthly Stipend
20 units = 1 Increment	\$25.00	# of increments x Professional Growth Stipend Amount = Total Professional Growth Monthly Stipend  Example: 7 increments (140 CPGUs) x \$25.00 = \$175.00 Professional Growth Monthly Stipend
40 units = 2 Increments		
60 units = 3 Increments		
80 units = 4 Increments		
100 units = 5 Increments		
120 units = 6 Increments		
140 units = 7 Increments		
160 units = 8 Increments		
180 units = 9 Increments		
200 units = 10 Increments		
220 units = 11 Increments		
240 units = 12 Increments		

Upon bargaining unit ratification and Board of Trustee adoption, Appendix B2 shall be updated based on negotiated increases to stipend amounts.



<b>ATHLETICS FAMILY</b>					
<b><u>Athletic Equipment Series</u></b>		<b>Range</b>	<b><u>Athletic Training Series</u></b>		<b>Range</b>
Athletic Equipment Attendant		27	Athletic Trainer		40
Fitness Center Technician		28			

<b>CAMPUS SECURITY FAMILY</b>					
<b><u>College Police Series</u></b>		<b>Range</b>	<b><u>College Police Series (cont.)</u></b>		<b>Range</b>
Police Communications and Records Specialist		29	Police Corporal		42
Police Officer Trainee		34	Police Sergeant		46
Police Officer		40			

<b>FACILITIES FAMILY</b>					
<b><u>Custodial Series</u></b>		<b>Range</b>	<b><u>Maintenance Series</u></b>		<b>Range</b>
Custodian		22	Crafts Maintenance Worker		34
Senior Custodian		25	Locksmith		40
Lead Custodian		29	Electrician		41
			HVAC Technician		41
<b><u>Groundkeeper Series</u></b>		<b>Range</b>	Plumber		41
Groundskeeper		25			
Lead Groundskeeper		27	<b><u>Receiving Series</u></b>		<b>Range</b>
			Warehouse Worker		23
			Lead Warehouse Worker		34

<b>INFORMATION SYSTEMS FAMILY</b>					
<b><u>Information Systems Administrator Series</u></b>		<b>Range</b>	<b><u>Information Systems Support Series</u></b>		<b>Range</b>
Network Administrator		48	Information Systems Support Assistant		24
Database/Applications Administrator		48	Information Systems Support Technician		38
Information Systems Administrator		48	Information Systems Support Specialist		41
<b><u>Information Systems Analyst Series</u></b>		<b>Range</b>			
Programmer Analyst		46			
Senior Programmer Analyst		48			

<b>INSTRUCTIONAL SUPPORT FAMILY</b>					
<b><u>Instructional Support Series</u></b>		<b>Range</b>	<b><u>Early Childhood Educator Series</u></b>		<b>Range</b>
Instructional Support Clerk		17	Early Childhood Educator		22
Instructional Support Technician		28	Master Early Childhood Educator		34
Instructional Support Specialist - EMT		32			
Instructional Support Specialist - Performing Arts		33	<b><u>Library Series</u></b>		
Instructional Support Specialist – Visual Arts		33	Library Technician		24
Instructional Support Specialist - Physical & Life Sciences		33	Library Senior Technician		30
Instructional Support Specialist - Mathematics		34			
Instructional Support Specialist - Nursing		40	<b><u>Theatre Series</u></b>		
Instructional Support Specialist - Engineering		40	Theatre Technician		34
Planetarium Specialist		44			

<b>PLANNING AND RESEARCH FAMILY</b>				
<b><u>Planning and Research Analyst Series</u></b>		<b>Range</b>		
Planning and Research Analyst		47		

<b>STUDENT SUPPORT FAMILY</b>					
<b><u>Admissions and Records Series</u></b>		<b>Range</b>	<b><u>Interpreter Series</u></b>		<b>Range</b>
Admissions and Records Technician		32	ASL Interpreter/Coordinator		41
Catalog Specialist		31			
Veteran’s Resource Center Coordinator		35	<b><u>Nursing Series</u></b>		
Academic Records Evaluation Specialist		36	Health Center Nurse		48
<b><u>Assistive Technology Support Series</u></b>		<b>Range</b>	<b><u>Programs and Services Series</u></b>		
Alternate Media Accessibility Specialist		40	Disabled Students Program and Services Assistant		26

Alternate Media Service Provider	38		Programs and Services Assistant	30
			Programs and Services Specialist	37
<b><u>Financial Aid Series</u></b>	Range		Programs and Services Senior Specialist	40
Financial Aid Technician	29		Programs and Services Analyst	44
Financial Aid Specialist	30			
Financial Aid Advisor	36			

**APPENDIX "D1"**

**2025-2026 CLASSIFIED EMPLOYEES WORK CALENDAR**

<b>MONTH</b>	<b>HOLIDAY</b>	<b>College Closed</b>	<b>DAYS IN PAID SERVICE</b>
<b>JULY</b>	07/04/25		22
<b>AUGUST</b>			21
<b>SEPTEMBER</b>	09/01/25		21
<b>OCTOBER</b>			23
<b>NOVEMBER</b>	11/10/25 11/27/25 11/28/25	11/29/25*	17
<b>DECEMBER</b>	12/24/25 12/25/25 12/26/25 12/29/25 12/30/25 12/31/25		17
<b>JANUARY</b>	01/01/26 01/19/26		20
<b>FEBRUARY</b>	02/13/26 02/16/26		18
<b>MARCH</b>	03/31/26		21
<b>APRIL</b>	04/24/26		21
<b>MAY</b>	05/25/26		20
<b>JUNE</b>	06/19/26		21
<b>TOTAL DAYS IN PAID SERVICE =</b>			<b>242</b>

**9 MONTH EMPLOYEES work from 07/01/25 - 06/30/26**

- Vacation days shall be used for Spring break (4/13/26 — 4/17/26) and December non-workdays.
- 9-month employees take the equivalent of three months (consecutive weeks) off between the months of June and August.

**10 MONTH EMPLOYEES work from 07/01/25 - 06/30/26**

- Vacation days shall be used for Spring break (4/13/26 — 4/17/26)
- 10-month employees take the equivalent of two months (consecutive weeks) off between the months of June and August.

**11 MONTH EMPLOYEES work from 07/01/25 - 06/30/26**

- 11-month employees take the equivalent of one month (consecutive weeks) off between the months of June and August.

**12 MONTH EMPLOYEES work from 07/01/25 - 06/30/26**

\* Employees scheduled to work on a Saturday, when the College is closed, shall revert to Monday-Friday work schedule the week prior or after the College closure. The rescheduled work hours should be within 15 days with mutual agreement between the employee and supervisor.

Note: Employees and supervisors can use the flex language of Article VII, Section 3(B) to provide for using in-lieu days for employees not directly attached to the Academic Calendar requirements.

## APPENDIX "D1"

### 2026-2027 CLASSIFIED EMPLOYEES WORK CALENDAR

MONTH	HOLIDAY	College Closed	DAYS IN PAID SERVICE
JULY	07/03/26	07/03/26*	22
AUGUST			21
SEPTEMBER	09/07/26		21
OCTOBER			22
NOVEMBER	11/11/26 11/25/26 11/26/26 11/27/26		17
DECEMBER	12/24/26 12/25/26 12/28/26 12/29/26 12/30/26 12/31/26		17
JANUARY	01/01/27 01/28/27		19
FEBRUARY	02/12/27 02/15/27		18
MARCH	03/31/27		22
APRIL		04/24/27*	22
MAY	05/31/27		20
JUNE	06/18/27		21
<b>TOTAL DAYS IN PAID SERVICE =</b>			<b>242</b>

**9 MONTH EMPLOYEES work from 07/01/26 - 06/30/27**

- Vacation days shall be used for Spring break (4/12/27 — 4/17/27) and December non-workdays.
- 9-month employees take the equivalent of three months (consecutive weeks) off between the months of June and August.

**10 MONTH EMPLOYEES work from 07/01/24 - 06/30/25**

- Vacation days shall be used for Spring break (4/12/27 — 4/17/27)
- 10-month employees take the equivalent of two months (consecutive weeks) off between the months of June and August.

**11 MONTH EMPLOYEES work from 07/01/24 - 06/30/25**

- 11-month employees take the equivalent of one month (consecutive weeks) off between the months of June and August.

**12 MONTH EMPLOYEES work from 07/01/26 - 06/30/27**

\* Employees scheduled to work on a Saturday, when a College is closed, shall revert to Monday-Friday work schedule the week prior or after the College closure. The rescheduled work hours should be within 15 days with mutual agreement between the employee and supervisor.

Note: Employees and supervisors can use the flex language of Article VII, Section 3(B) to provide for using in-lieu days for employees not directly attached to the Academic Calendar requirements.

**APPENDIX “E1”**

**[NeoGov Perform Software Link](#)**

Appendix E1  
[NeoGov Perform Software Link](#)  
 GLENDALE COMMUNITY COLLEGE  
 CLASSIFIED EMPLOYEE PERFORMANCE EVALUATION

Name: _____		Job Title: _____	
Dept: _____		Evaluation Period: _____	
		Next Evaluation Period: _____	
<b>Employee Status:</b>		<b>Type of Evaluation:</b>	
<input type="checkbox"/> Permanent		<input type="checkbox"/> Regular <input type="checkbox"/> Unscheduled	
<input type="checkbox"/> Probation		<input type="checkbox"/> 4 MONTHS <input type="checkbox"/> 3 MONTHS (Final) <input type="checkbox"/> Extension Date extended until: _____ <input type="checkbox"/> Did not pass probation	
<b>Factor:</b>		<b>Performance Rating</b>	
Indicate the performance rating by selecting the appropriate box for each factor.		Exceeds    Meets    Needs Improvement    Unsatisfactory    Not applicable	
		Use comments to describe employee's strengths and weaknesses. A rating of "Unsatisfactory" requires a "Plan for Improvement" (see page 2). Additional comments may be attached on a separate sheet of paper.	
<b>Overall Performance Rating:</b> _____			
<b>1 QUALITY OF WORK</b>		Comments:	
Accurate, neat, thorough		○ ○ ○ ○ ○	
Complies with applicable procedures		○ ○ ○ ○ ○	
<b>2 QUANTITY OF WORK</b>		Comments:	
Completes work as scheduled		○ ○ ○ ○ ○	
Handles a variety of tasks/projects		○ ○ ○ ○ ○	
<b>3 WORK HABITS</b>		Comments:	
Attendance, observes work hours		○ ○ ○ ○ ○	
Observes safety rules & regulations		○ ○ ○ ○ ○	
Complies with work instructions		○ ○ ○ ○ ○	
Applies knowledge of applicable policies and procedures		○ ○ ○ ○ ○	
Organizes and completes work within established deadlines		○ ○ ○ ○ ○	
<b>4 PERSONAL RELATIONS</b>		Comments:	
Interacts professionally and effectively with others		○ ○ ○ ○ ○	
Professional Presentation		○ ○ ○ ○ ○	
Manages difficult situations/people		○ ○ ○ ○ ○	
<b>5 INITIATIVE</b>		Comments:	
Adapts to new situations or new work methods		○ ○ ○ ○ ○	
Performs duties with minimal instruction		○ ○ ○ ○ ○	
Performs duties with minimal supervision		○ ○ ○ ○ ○	
Informs supervisor of work status		○ ○ ○ ○ ○	
<b>6 KNOWLEDGE</b>		Comments:	
Knowledge of job related laws, policies, procedures, and principles		○ ○ ○ ○ ○	
Understands related job tasks		○ ○ ○ ○ ○	
Provides accurate and appropriate information to inquiries		○ ○ ○ ○ ○	
<b>7 COMMUNICATION</b>		Comments:	
Clear and concise verbal and written communication		○ ○ ○ ○ ○	
Uses appropriate tone and nonverbal cues when communicating with others		○ ○ ○ ○ ○	
Respectfully listens to others		○ ○ ○ ○ ○	
<b>8 SUPERVISORY ABILITY WORK DIRECTION AND OVERSIGHT</b>		Comments:	
Provides effective work direction and appropriate feedback		○ ○ ○ ○ ○	
Supervises Oversees student workers		○ ○ ○ ○ ○	

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		2 of 2
Name: _____		Job Title: _____
<p>Complete Section 1 (if applicable) by indicating any special projects, assignments, and/or training related to the employee's job and/or institutional/programatic goals. Section 2 is required to be completed and include a Plan for Improvement for all "Unsatisfactory" performance ratings. Additional comments may be attached on a separate sheet of paper.</p>		
<p><b>Section 1:</b> Indicate the employee's accomplishments ( i.e. special projects, assignments, and/or training) during this evaluation period.</p>		
<p><b>Section 2:</b> Plan for Improvement, if applicable (required for all "unsatisfactory" ratings).</p>		
<p><b>Additional comments:</b></p>		
Employee's Signature: _____		Date: _____
Manager's Name: _____		
Manager's Signature: _____		Date: _____
<p>Note: Signing this form does not imply agreement with the content of the evaluation. The employee may submit a written response to this evaluation.</p>		
Send original to Human Resources Department. Make one copy for employee.		Rev 3/2022 4/2018

## APPENDIX "E2"

### Performance Improvement Plan (PIP)

*To be completed for probationary or permanent employees with performance evaluations with rating below "Meets Standards"*

<b>Employee Name</b>		<b>Supervisor Name</b>	
<b>Job Title</b>		<b>Evaluation Date</b>	
<b>Department</b>		<b>Next Evaluation Date</b>	
<b>Employee Type: (circle one)</b>	<b>Probationary</b>	<b>Permanent</b>	
<b>Date for PIP to be Completed</b>			

<b>Area(s) of Needed Improvement</b>	
Indicate areas that are not being met and the specific actions that need to be taken to meet performance expectations, <b>including any resources that should be utilized as applicable</b> . Attach any relevant documentation.	
<u>Area of Improvement</u>	<u>Action</u>
<i>Example: Timely submission of vacation requests in accordance with established office procedure and in compliance with CBA</i>	<i>Example: Email completed vacation form to manager at least two weeks before. For an extended vacation, email at least four weeks before.</i>

<b>Check In Date</b>	<b>Notes</b>

<b>Employee Signature</b>		<b><u>Date:</u></b>
<b>Supervisor Signature</b>		<b><u>Date:</u></b>

## APPENDIX “F”

### REQUEST FOR OUT-OF-CLASS COMPENSATION FOR ADDITIONAL DUTIES

Click the following link for the Out of Class Compensation Form.

[Out of Class Compensation Form](#)

## **APPENDIX "G"**

### **MUTUALLY AGREED UPON COMMUNITY COLLEGE DISTRICTS**

CSEA and the District agree to use the following Community College Districts in the salary survey process:

1. Santa Monica Community College
2. Cerritos Community College
3. Mt. San Antonio Community College
4. El Camino Community College
5. Pasadena Community College
6. Long Beach Community College
7. Citrus Community College
8. Antelope Valley Community College
9. Santa Clarita Community College

**APPENDIX "H"**

**CLASSIFIED EMPLOYEE NON-TRADITIONAL WORKWEEK CONTRACT**

Any deviation from the traditional five (5) day, forty (40) hour workweek schedule must be agreed to in advance, by mutual consent, between the employee and supervisor, no less than five (5) working days prior to the start date of the non-traditional schedule (Article VII, Section 3B-1).

Name of Classified Employee: \_\_\_\_\_

Name of Supervisor: \_\_\_\_\_

Request for Non-Traditional Workweek Schedule for the following period:

Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Complete **1st WEEK** and **2nd WEEK** for 9/80 plan. Complete **1st WEEK** for 4/40 plan.

DAY OF WEEK		START TIME		END TIME		TOTAL HOURS	
<b>1st</b>		<b>MONDAY</b>		:		:	
<b>W</b>		<b>TUESDAY</b>		:		:	
<b>E</b>		<b>WEDNESDAY</b>		:		:	
<b>E</b>		<b>THURSDAY</b>		:		:	
<b>K</b>		<b>FRIDAY</b>		:		:	
<b>2nd</b>		<b>MONDAY</b>		:		:	
<b>W</b>		<b>TUESDAY</b>		:		:	
<b>E</b>		<b>WEDNESDAY</b>		:		:	
<b>E</b>		<b>THURSDAY</b>		:		:	
<b>K</b>		<b>FRIDAY</b>		:		:	

\_\_\_\_\_  
EMPLOYEE SIGNATURE

I approve the requested Non-Traditional Workweek schedule.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SUPERVISOR SIGNATURE

RETURN COPY TO OFFICE OF HUMAN RESOURCES

\_\_\_\_\_  
DATE

**APPENDIX "I"**  
**GLENDALE COMMUNITY COLLEGE**  
**WORKER'S COMPENSATION: PRE-DESIGNATION OF PERSONAL PHYSICIAN**

Click the following link for the Worker's Compensation: Pre-Designation of Personal Physician form.

[Worker's Compensation: Pre-Designation of Personal Physician](#)

**APPENDIX "J"**

**REQUEST FOR COMPENSATORY TIME OFF FORM**

By mutual agreement of the bargaining unit employee and the direct supervisor, a bargaining unit employee may receive compensatory time off at a rate equal to one and one-half (1½) times the actual time worked in excess of their traditional or non-traditional workweek schedule. (Article VII, Section 7B).

<b>Dates of Work</b>	<b>Hour</b>	<b>Activity</b>

Approved compensatory time shall be scheduled by mutual agreement of the bargaining unit employee and the direct supervisor within ninety (90) days from the time the work was performed, or, if not taken during this time, the bargaining unit employee shall receive overtime compensation as delineated in Section 7.B.

Employee Name:	
Job Title:	

Employee Signature:	
Date:	

Supervisor's Signature:	
Date:	

## APPENDIX "K"

### Report and Request for Leave of Absence Form

Click the following link for the Report and Request for Leave of Absence Form:

[Report and Request for Leave of Absence Form](#)





## APPENDIX “M2”

### Examples of Glendale Community College Classified Employee Salary Placement

#### Initial Placement for New Hire

Initial Placement	Hire Date	Anniversary Date	Next Step Advancement	Next Step Advancements
Step 1	7/1/2025*	1/1/2026**	1/1/2027	1/1/2028
Step 2-6	7/1/2025	7/1/2025	7/1/2026	7/1/2027

\* Longevity compensation is separate from base step pay and calculated based on employee’s most recent Hire Date at GCC and is determined by the number of years of continuous service.

\*\* Peace Officers – all new hires serve a one year probationary period. Regardless of initial step placement.

#### Initial Placement for Promotion

Promotional Placement	Original Anniversary Date	Hypothetical Promotion Date	New Anniversary Date	Next Step Advancement	Next Step Advancement
Step 1	1/1/2026	9/1/2026	3/1/2027	3/1/2028	3/1/2029
Step 2-6	7/1/2025	9/1/2026	9/1/2026	9/1/2027	9/1/2028

Original Anniversary Date: The first day of the month following six months or one year of services depending on initial step placement.

New anniversary Date is the first day of the month following six months or one year of service depending on promotional step placement.

## APPENDIX "N"

### Glendale Community College Staff Development **EMPLOYEE EDUCATION PLAN (EEP) \*\***

For Office of Human Resources Use Only  
Approved:

Name: \_\_\_\_\_

Dept: \_\_\_\_\_ E-mail: \_\_\_\_\_

Ext: \_\_\_\_\_ Academic Year: \_\_\_\_\_ Hire Date: \_\_\_\_\_

- Submitting EEP for:
- Retroactive CPGU Credit (You must attach proof of completion)
  - Future CPGU Credit
  - Tuition Reimbursement

Only fully completed applications, with transcripts attached, will be accepted, and processed. Courses must have been completed at an accredited college, university, industry school, or approved seminar site to be approved.

Completion of probationary period is required to be considered for CPGU credit.

**School Information**

Name of Educational Institution	Address of Educational Institution	Expected Degree/Certification Completion Date	Professional Growth Objective (See Article XXI, Section 8)

**Class Information**

Semester	Class Units (Semester or Quarter)	Course Number	Course Start Date	Course End Date	Total Units

Article XXI, Section 3. II.A "Approved college courses completed with a passing grade of C or better or credit: will receive four (4) professional growth credit units for each one (1) semester unit or equivalent quarter units of class attendance."

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Appendix N1

### Tuition Reimbursement Form

Employee Name: \_\_\_\_\_

Department: \_\_\_\_\_ Email: \_\_\_\_\_

Ext: \_\_\_\_\_ Academic year: \_\_\_\_\_

Tuition Reimbursement may not exceed \$1,000 per fiscal year. Requests for Tuition Reimbursement must be submitted in the fiscal year the coursework was completed.

Provide a list of pre-approved coursework for which you are seeking tuition reimbursement:

In order to receive Tuition Reimbursement payment, you must submit the following documentation:

- A copy of your approved Employee Educational Plan
- Transcript copy noting the completed coursework with a grade of 'C' or higher or credit
- Receipt for tuition and/or books

Total Amount of Tuition Reimbursement requested (not to exceed \$1,000):

Funding is subject to staff development budget limitations.

Employee Signature: \_\_\_\_\_ Date \_\_\_\_\_

HR Review: \_\_\_\_\_ Date \_\_\_\_\_

## APPENDIX "O"

### Glendale Community College Campus-Sponsored Staff Development CLASSIFIED PROFESSIONAL GROWTH UNITS VERIFICATION

Each campus-sponsored Staff Development activity will receive one (1) professional growth credit unit (CPGU) for each three (3) hours of lecture, workshop, or class attendance. Evidence of attendance shall be verified from the class sign-in sheet.

Please submit this form to the Office of Human Resources when you have at least 6 hours of attendance.

Name: \_\_\_\_\_ Job Title: \_\_\_\_\_

Department: \_\_\_\_\_ E-mail: \_\_\_\_\_ Phone: \_\_\_\_\_

Class/Activity	Class/ Activity Date	Time	Presenter	Location	Total Hours	(HR Only)
						CPGU Eligible? Y/N

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

HR Review: \_\_\_\_\_ Date: \_\_\_\_\_