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IDnum 244 **Language** English **Country** United States **State** CA

Union CSEA (California State Employees Association)

Local 176

Occupations Represented
Teachers—postsecondary

Bargaining Agency Barstow Community College District

Agency industrial classification (NAICS):

61 (Educational Services)

BeginYear 2001 **EndYear** 2003

Source <http://www.angelfire.com/ca6/csea176/Contract%202001-03.pdf>

Original_format PDF (unitary)

Notes

Contact

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ARTICLE I: AGREEMENT, CONDITIONS, SAVINGS AND DURATION

- 1.1 **AGREEMENT:** This Agreement is made and entered into this ____ day of _____ by and between Barstow Community College District, hereinafter sometimes referred to as the District, the Governing Board, or the Board of Trustees, and the California School Employees Association, Chapter 176, hereinafter sometimes referred to as the Association, CSEA, or Bargaining Unit.

- 1.2 **SAVINGS CLAUSE:** If, during the life of this Agreement, there exists any applicable law or any applicable rule, regulation, or order issued by a court of competent jurisdiction which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions, which shall continue in full force and effect.

- 1.3 **MUTUAL CONSENT:** This Agreement shall constitute the full and complete commitments between both parties, and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement, ratified by the Board of Trustees of the District and the membership of the Association.

- 1.4 **SUPERSESSSION:** The provisions of this Agreement shall be considered part of the established policies of the Governing Board. To the extent this agreement is inconsistent or contrary with established policies, rules, regulations or practices of the Board of Trustees or Administration, this agreement shall supercede and be controlling.

- 1.5 **LENGTH OF AGREEMENT:** This Agreement shall become effective on **January 1, 2001** and shall continue in effect through **December 31, 2003.**

1.5.1 Ratification by the Association on _____ is affirmed by the signature of the Association's Chief Negotiator below:

Date

1.5.2 Ratification by the Board of Trustees on _____ is affirmed by the signature of the District's Chief Negotiator below:

Date

- 1.6 EXTENSION OF TERMS:** At the conclusion of this contract, the terms contained herein will remain in force until a new contract is ratified by both parties, or is unilaterally implemented by the District at the conclusion of statutorily mandated impasse procedure.

The District and CSEA agree to meet and negotiate on a new contract in accordance with Government Code section 3547 et seq.

- 1.7** In the spirit of positive labor relations and consistent with a standing practice, the District and CSEA agree to meet over issues arising from interpretation and application of this Agreement. Further, if both parties agree, any clarification or modification of current contract language will be documented in a Memorandum of Understanding.

ARTICLE II: RECOGNITION

- 2.1 ACKNOWLEDGMENT:** The District confirms its recognition of CSEA Chapter 176 as the exclusive bargaining representative for those members of the classified service holding positions described in Appendix A.
-

ARTICLE III: BARGAINING UNIT MODIFICATION

- 3.1** All newly created classified positions having a distinct and identifiable community of interest with the Bargaining Unit as described in Appendix A, except those that are lawfully certified management, supervisory, or confidential shall be assigned to the Bargaining Unit. The District will provide CSEA, Chapter 176, for informational purposes only, job descriptions of newly created management, supervisory or confidential positions.
- 3.2** A position which is removed from the Bargaining Unit and elevated to a confidential, supervisory or management position shall be negotiated between the District and the Association, as shall the determination of what programs are properly classified "special funded" and as to which employees shall be considered as employees of such programs. If actual agreement is not reached, the District will make the final determination, subject to review by the Public Employees Relations Board.
-

ARTICLE IV: DISCRIMINATION AND AFFIRMATIVE ACTION

- 4.1 NO DISCRIMINATION:** In accordance with applicable law, the District and the Association agree not to discriminate against any staff member covered by this Agreement or against any applicant for any position covered by this Agreement on account of color, sex, race, creed, age, religion, marital status, national origin, physical handicap or physical characteristics. Nothing in this section is intended to countermand any Affirmative Action Consent Decree, Fair Employment Practice Commission (FEPC) guidelines, or other applicable laws or regulations of the State or Federal government.
- 4.2 NO COERCION:** The District and the Association agree not to interfere with the right of employees covered by this Agreement to become or not become members of the Association and that there shall be no discrimination against any employee covered by this Agreement because of Association membership or non-membership, or because of lawful union activity.
- 4.3 AFFIRMATIVE ACTION:** The District has generated a Faculty and Staff Diversity Plan. The Association shall have the right to consultation where any proposal for modification or addition to such Faculty and Staff Diversity Plan may affect the members of the Exclusive Bargaining Unit represented by the Association.

ARTICLE V: ORGANIZATIONAL SECURITY AND CHECK OFF

5.1 CHECK OFF:

- 5.1.1** The Association shall have the sole and exclusive right to have membership dues deducted for classified employees covered by this Agreement by the District, upon appropriate written authorization from such employees. Remittance shall be made by the District to the Association within fifteen (15) working days of the deduction of such sums.
- 5.1.2** Association members, with other employees, may be accorded the right to other deductions as specified in Education Code Sections 87040 and 88167, and exercised by the Board of Trustees of the District.

5.2 DUES DEDUCTION:

- 5.2.1** The District shall deduct, upon receipt of a duly executed form, properly signed by a member of the classified Exclusive Bargaining Unit, either dues to the Association for members or a service fee to the Association for non-members, as appropriate.
- 5.2.2** Membership dues are set by the Association on a twelve-month (12 month) basis, July through June, inclusive. The Association shall advise the District, in writing, of the dues amount to be deducted for each member no later than August 15th of each year. Any change in dues will be submitted to the District, in writing, thirty (30) days prior to the effective date of such change.
- 5.2.3** Employees hired into positions which are part of the Bargaining Unit shall, within thirty (30) days of the date of their employment, as a condition of continued employment, apply for membership and execute an authorization for dues deduction on a form provided by the Association. Alternatively, as a condition of continued employment, an employee who does not wish to be a member of the Association shall execute an authorization for deduction of representational fees in an amount not to exceed the regular CSEA membership dues.
- 5.2.4** Membership dues shall be deducted for employees covered by this Agreement who are members of the Association at the time of the execution of this Agreement, or who thereafter become members, subject to 5.2.1 above.
- 5.2.5** The District shall, as soon as possible, notify the CSEA President if any member of the Bargaining Unit revokes a dues/fees authorization. The CSEA President will inform the member of his/her rights and obligations under Article 5.2-5.2.4. If the member still revokes authorization, the CSEA President will inform the District that the member has full knowledge of his/her rights and obligations under Article 5.2-5.2.4 and still revokes dues/fees authorization to CSEA, and at that time will demand the District terminate the employment of the Bargaining Unit member. CSEA will submit an agenda item for action at the next regularly scheduled Board of Trustees meeting.

- 5.3 RELIGIOUS OBJECTION:** If an employee in the Bargaining Unit belongs to a recognized religious sect which does not permit its member to pay a representational fee to any employee organization, an amount equal to the representational fee which would have been paid will be deducted monthly from that employee's paycheck and deposited in a recognized charitable organization of his/her choice.
- 5.4 HOLD HARMLESS CLAUSE:** CSEA shall indemnify and hold the District harmless and defend from any and all claims, demands, suits, or other actions arising from these organizational security provisions and any appendices pertaining thereto including, but not limited to causes arising out of demands for termination of employees.

ARTICLE VI: EMPLOYEE RIGHTS

- 6.1 MAINTENANCE OF RIGHTS:** Employee rights shall be maintained in accord with, and as provided by, California Education Code, Sections 87031 and 88013, as reproduced herein:
- 6.1.1 87031:** Materials in personnel files of employees which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved.
 - 6.1.2** All derogatory materials, except for official legal documents and formal evaluations, shall be removed from the employee's personnel file after remaining in the file for 2 years and kept in a separate file away from the employee's personnel file.
 - 6.1.3** Such material is not to include ratings, reports, or records which: (1) were obtained prior to the employment of the person involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination.
 - 6.1.4** Every employee shall have the right to inspect such materials upon request provided that the request is made at a time when such a person is not actually required to render services to the employing district.
 - 6.1.5** Information of a derogatory nature, except material mentioned in the second paragraph of this section, shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. Such review shall take place during normal business hours and the employee shall be released from duty for this purpose without salary reduction. The employee has the right to have a CSEA representative present during the review of the employee's personnel file.
 - 6.1.6** A Bargaining Unit member shall have the right to file a grievance without interference, coercion, or reprisal from the District or the employee's supervisor.
 - 6.1.7** The District, representative of the District, and the Bargaining Unit member's supervisor shall refrain from harassment, intimidation, and discourteous, offensive, or abusive conduct or language towards a Bargaining Unit member at all times.

6.1.8 88013: The governing board of a community college district shall prescribe written rules and regulations, governing the personnel management of the classified service, which shall be printed and made available to employees in the classified service, the public, and those concerned with the administration of this section, whereby such employees are designated as permanent employees of the district after serving a prescribed period of probation which shall not exceed one (1) year.

6.1.8.1 A new employee orientation booklet delineating the college organization, areas of responsibilities and services provided, District forms, and procedures will be issued to all new classified employees.

6.1.8.2 Newly hired probationary unit members shall serve a probationary period of twelve (12) months.

6.1.8.3 The supervisor shall evaluate each probationary employee at the end of the third month, seventh month, and eleventh month. Based on such evaluations, the recommendation at the three (3) and seven (7) month periods shall be one of the following:

A. Recommend extension of probation on basis of job knowledge and job performance.

B. Recommend release and termination of employee on basis of job performance.

6.1.8.4 Based on the eleven (11) month evaluation, the recommendation shall be one of the following:

A. Recommend granting permanent status on the basis of job knowledge and performance.

B. Recommend release and termination of employee on basis of job performance.

6.1.8.5 Nothing contained in this article restricts the District from evaluating probationary employees and making the same recommendations as described in Article 6.1.8.3 at other times during the 12 month probation period.

6.2 GRIEVANCE MATERIALS: All formal grievance materials shall be kept in a separate central file away from the employee's permanent personnel file.

ARTICLE VII: DISTRICT RIGHTS

- 7.1 DISTRICT RIGHTS:** It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in, but not limited to, those duties and powers are the right to:
- 7.1.1** Determine its organization (chart). The District will notify unit members and the Association prior to any change in supervisor.
 - 7.1.2** Direct the work of its employees.
 - 7.1.3** Determine the time and hours of college operations.
 - 7.1.4** Determine the kinds and levels of services to be provided.
 - 7.1.5** Establish policies, goals, and objectives.
 - 7.1.6** Determine staffing patterns and the number and kinds of personnel required.
 - 7.1.7** Build, move, or modify facilities.
 - 7.1.8** Establish budget procedures and determine budgetary allocation.
 - 7.1.9** Determine the method of raising revenue.
 - 7.1.10** The District retains the right to hire, classify, assign, evaluate, promote, transfer, layoff, reduce hours, terminate and discipline employees within the limits of SB 160 and this Agreement.
 - 7.1.11** The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District shall be limited only by the specific and express terms of this Agreement, and any rights not addressed herein are left to the exclusive determination of the District.
 - 7.1.12** The District retains its right to suspend policies and practices referred to in this Agreement during an emergency. The determination of whether or not an emergency exists is solely within the discretion of the Board of Trustees.

ARTICLE VIII: ORGANIZATIONAL RIGHTS AND OBLIGATIONS

- 8.1 ASSOCIATION RIGHTS:** Chapter 176 of the California School Employees Association (CSEA), through its appointed or elected representatives, shall have the following rights, and the Association and its members shall have those obligations stated in this Article and elsewhere in this Agreement.
- 8.1.1** The Association may assign a maximum number of three (3) persons to serve as Job Stewards. The Association agrees to furnish and maintain an up-to-date list of such Job Stewards and Association Officers (President, Vice President) for the District (Human Resource Development Office).
 - 8.1.2** A Job Steward or an Association Officer (President and Vice President) shall have reasonable right of access to areas where employees work for purposes of preparing and processing grievances or other rights granted by Section 3543.1 of the Government Code to employee organizations.
 - 8.1.3** The Association shall have the right to reasonable use of institutional bulletin boards and college mailboxes for the posting or transmission of information or notices concerning Association matters. All items to be posted shall be officially authorized by the Association President.
 - 8.1.4** The Association shall have the right to reasonable use: (1) of the District mail service; (2) for a qualified operator to use office equipment necessary to produce notices and/or publications on a non-district time basis. Postage will be paid by CSEA. Supplies shall be furnished by the District.
 - 8.1.5** The Association shall have the right to receive two (2) copies of any budget or public record financial material submitted at any time to the Governing Board.
 - 8.1.6** The Association shall have the right of paid release time of CSEA members to attend local meetings called by the CSEA President. Such meetings are to be limited to two meetings per month. One meeting will be the monthly chapter meeting which will meet on a regularly set schedule. The second monthly meeting will be set on an as-needed basis. The District may grant other meeting times during the month for CSEA members to vote on or get a consensus the District may need to conduct business. The Association intends to maintain support services to the District during these meeting times. The Association agrees to notify supervisors at least 24 hours in advance of any Association meeting.
 - 8.1.6.1** During the period of time negotiations are being conducted, the CSEA team may meet with a Unit member a maximum of one hour per week release time to discuss issues needing follow-up for a future negotiation meeting.

- 8.1.7** The Chapter President, or designee, shall have the right to release time to attend Board of Trustees meetings for the purpose of representing the Bargaining Unit employees where Governing Board meetings are held during normal working hours. A representative of the Association may address the Board on any agenda item related to Association interests at a Board meeting at the time the matter is under discussion.
- 8.1.8** The District agrees to allow paid release time, not to exceed two (2) CSEA members, to attend the CSEA Annual Conference.
- 8.1.9** During the term of this Agreement, the District agrees not to negotiate with any other organization on matters upon which CSEA is the exclusive representative and which is within its scope of representation. The District further agrees not to negotiate with any individual of the Bargaining Unit on any matter within CSEA's scope of representation. CSEA agrees not to negotiate privately or individually with the Board of Trustees, or any persons not officially designated by the District to act on its behalf and agrees neither CSEA, its officers, nor agents will attempt to negotiate privately or individually with the Governing Board, or any persons not officially designated by the Governing Board as its representative.
- 8.1.10** The District agrees that a representative of CSEA will be allowed to participate in the District Calendar Committee.

ARTICLE IX: HOURS AND OVERTIME

9.1 WORKWEEK AND WORKDAY: The workweek and workday shall be in accordance with Education Code, Sections 88026, 88027, 88028, 88030 and 88180.

9.2 Where the needs of the District and/or convenience of the employee call for straight-time shifts of other than five-day week, eight hours a day or four-day week, 10 hours a day, such other shifts may be assigned with the mutual agreement of the District and the employee(s) in question.

9.3 LUNCH PERIODS: Except as provided for in this section, all employees covered by this Agreement who work more than five hours shall be entitled to an unpaid duty-free lunch period. When a work period of not more than six hours will complete the day's work, the meal period may be waived by mutual consent of the District and employee. The length of such lunch period shall be determined by the District for each position and shall not be more than one hour, nor less than one-half hour. An employee required to work over five hours without a lunch period shall be entitled to overtime for the amount of the time customarily assigned for lunch.

9.4 REST PERIODS:

9.4.1 All employees covered by this Agreement shall be granted rest periods, as designated by the supervisor, which, insofar as practicable, shall be about the middle of each work period, at the rate of fifteen minutes out of four hours worked. These breaks may not be used to shorten the day at either end.

9.4.2 If the supervisor directs that an employee forego the rest period, the employee is entitled to overtime for the fifteen minutes of that four-hour work period. If the employee neglects to take, or elects not to take such rest period, no responsibility accrues to the District.

9.5 OVERTIME AND COMPENSATORY TIME:

9.5.1 Overtime: Overtime is governed per Ed. Code 88027. Overtime hours do not affect fringe benefits; nor do overtime hours count toward vacation, longevity, completion of probation, or step advances. Overtime shall be paid on the basis of time worked after regular time in increments of the quarter (1/4) hour, or any fraction thereof. The supervisor will provide prior written approval for overtime. If it is not practical for the supervisor to provide written approval when overtime is directed, the approval will be documented on the next working day.

9.5.1.1 All overtime hours (except for those worked on holidays) shall be compensated at the rate of one and one-half (1 1/2) times the employee's regular rate of pay.

9.5.1.2 Hours worked on a holiday (which is not overtime) shall be compensated at the rate of two and one-half (2 ½) times the employee's regular rate of pay.

9.5.1.3 Overtime worked on holidays shall be compensated at three and one-half (3 ½) times the employee's regular rate of pay.

9.5.2 Compensatory Time: Compensatory time is governed by Ed. Code 88028. Compensatory hours are to be added to vacation time to the extent permitted by the Fair Labor Standards Act and used in the same manner. Compensatory hours do not affect fringe benefits; nor do compensatory hours count toward longevity, completion of probation, or step advances. Compensatory time shall be calculated on the basis of time worked after regular time in increments of the quarter (1/4) hour, or any fraction thereof. The supervisor will provide prior written approval for compensatory time. If it is not practical for the supervisor to provide written approval when compensatory time is directed, the approval will be documented on the next working day.

9.5.2.1 Compensatory time (except that accrued on holidays) shall be accrued at the rate of one and one-half (1 ½) times the hours worked.

9.5.2.2 Compensatory time accrued on holidays shall be compensated at three and one-half (3 ½) times the hours worked.

9.5.3 If a classified employee chooses to attend a conference/workshop, etc., which lasts beyond the normal work day or work week, no overtime or compensatory time shall accrue for such hours. If the District requires attendance at a conference/ workshop etc., which exceeds the normal work day or work week, the employee may choose overtime or compensatory time for only those hours of scheduled conference activities.

9.6 SHIFT DIFFERENTIAL COMPENSATION:

9.6.1 Any employee in the Bargaining Unit whose assigned work shift has four or more hours between 5:00 p.m. to 12:00 midnight shall be paid a shift differential premium of sixty-five cents (\$.65) per hour above the regular rate of pay for all hours of the shift worked which includes a duty-free meal period of not less than 1/2 hours within the 5:00 p.m. to 12:00 midnight period (see Ed. Code 88180b).

9.6.2 Any employee in the Bargaining Unit whose assigned work shift has four or more hours between 12:00 midnight and 7:00 a.m. shall be paid a shift differential premium of seventy-five cents (\$.75) per hour above the regular rate of pay for all hours of the shift worked which includes a duty-free meal period of not less than 1/2 hour within the 12:00 midnight to 7:00 a.m. period (see Ed. Code 88180b).

- 9.7 OVERTIME - EQUITABLE DISTRIBUTION:** Overtime shall be distributed as equitably as possible among qualified unit members who have not received an unsatisfactory rating at the last performance evaluation and taking into consideration the nature of the work to be performed and the needs of the District.
- 9.8 MINIMUM CALL-IN TIME:** Any employee called in to work when that employee is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate under this Agreement.
- 9.9 RIGHT OF REFUSAL:** An employee shall have the right to refuse an offer of, or request for, overtime, compensatory time, call-back, or call-in time except in the case of an emergency. The declaration of emergency shall be the prerogative of the supervisor. Where an emergency is declared to exist that threatens to halt, impede, or impair the operation of the College, the employee is bound to comply.

ARTICLE X: PAY AND ALLOWANCES

- 10.1 REGULAR RATE OF PAY:** The regular rate of pay for each position in the Bargaining Unit shall be in accordance with the rates established for each class, as provided for in Appendix B, which is attached hereto and, by reference, incorporated as part of this Agreement.
- 10.2 PAYROLL ERRORS:** Any payroll error or omission resulting in insufficient payment for an employee in the Bargaining Unit shall be corrected and a supplemental check issued within five (5) working days (see Ed. Code 88166).
- 10.3 SPECIAL PAYMENTS:** Any payroll adjustment due an employee in the Bargaining Unit as a result of working out of class, recomputation of hours, or reasons other than procedural errors, shall be made on the next available payroll.
- 10.4 PAY INCREASES:** The District shall make a lump sum payment of any agreed-upon retroactive wage increase resulting from this Agreement at the earliest reasonable warrant date following the ratification of this Agreement by the Association and by the Board of Trustees of the District.
- 10.5 MEALS:** Any employee covered by this Agreement who, as a result of a work assignment out of this area, must have meals away from the District shall be reimbursed for the cost of the meal, within the limits of District policy, at the earliest reasonable warrant date.
- 10.6 MILEAGE:** Any Bargaining Unit member who uses his/her own vehicle on District business shall be reimbursed at current District rates per mile.
- 10.7 LODGING:** Any employee in the Bargaining Unit, who, as a result of a work assignment, must be lodged away from home overnight shall be reimbursed by the District for the cost of such lodging within the limits of District policy.
- 10.8 LONGEVITY:** The District will add fifty dollars (\$50) per month to the earnings of each employee with six (6) years of continuous employment with the District, seventy-five dollars (\$75) after ten (10) years, one-hundred dollars (\$100) after fifteen (15) years, and one-hundred twenty-five dollars (\$125) after twenty years of service. Longevity increases will take effect the first of the month following a unit member's anniversary date.
- 10.9 BILINGUAL/BILITERAL COMPENSATION:** The District will pay a bilingual/biliteral differential to Bargaining Unit members who work in areas which require bilingual conversational or biliteral skills in foreign language.
- 10.9.1** The District will pay a maximum of five (5) classified employees for utilization of their bilingual skills in a foreign language.
- 10.9.2** Designated Bargaining Unit members who demonstrate bilingual/biliteral proficiency shall be compensated at \$600.00 per year, subject to the following conditions:

- 10.9.2.1** The bilingual and/or biliteral skill is essential in performing job duties.
- 10.9.2.2** To be eligible, the Unit member must pass a bilingual and/or biliteral test administered by the District, which will determine proficiency.
- 10.9.2.3** If there are more Bargaining Unit members within a Department passing the District administered test than eligible positions, then the persons receiving the compensation will be determined by:
 - A) Those person(s) who demonstrate both biliteral and bilingual proficiency will be given first priority for the openings.
 - B) If all eligible Unit members within a Department demonstrate the same proficiency (i.e., all possessing bilingual skills or possessing both biliteral and bilingual skills), eligibility for the compensation will be determined by seniority.
- 10.9.2.4** The District will administer the test in June of each year so that salary adjustments will be in effect July 1 of the upcoming fiscal year.
- 10.9.2.5** Once the Unit member has been determined proficient, he/she will be required to retest once every three years.

10.10 EDUCATIONAL STIPEND: The District will add the following stipend per month for Unit members who have the following:

AA/AS = **\$100;** or
Bachelor's Degree = **\$200**

Any degree earned must be from an accredited institution as recognized by one of the six regional accrediting agencies. A bargaining unit member will receive an education stipend for only the highest degree earned, and may receive a stipend for no more than one degree. A committee or academic counselor will review transcripts for eligibility. This adjustment will be effective the month after approval. The decision concerning eligibility is not grievable, but may be appealed to the Human Resources department.

10.11 RELEASE OF WARRANTS: Warrants will not be released to anyone other than the employee named on the warrant, except with written authorization from that employee.

10.12 PERFORMANCE SALARY ADJUSTMENTS: Advancement within a salary range shall be based upon job performance. Salary adjustments shall be granted upon satisfactory evaluation. Employees shall be evaluated for performance salary increases in accordance with the following:

10.12.1 New and promoted employees are eligible for a performance review for advancement to the next step in the salary range after completion of a probationary period. Thereafter all employees shall be evaluated on their anniversary date and the salary adjustment shall become effective the first of the month following their anniversary date.

10.12.1.1 A step increase for a promoted employee will become effective the first of the month following their anniversary date, after successfully completing the probationary period.

10.12.2 If no evaluation is received by the anniversary date, the salary adjustment due shall become effective the first of the month following their anniversary date.

10.12.3 The advancement from one step to the next step within a salary range shall be based upon a satisfactory job performance rating. If an employee receives an unsatisfactory job performance evaluation (Below Performance Standard) the supervisor will call for a reevaluation at the end of 90 days.

If remedial activities result in a satisfactory evaluation, the salary adjustment will be granted as of the date of the satisfactory job performance evaluation.

If the reevaluation is still unsatisfactory, the employee will not be considered for salary advancement until the evaluation for the next anniversary date.

10.12.4 The granting of an official leave of absence without pay, other than an ordered military leave, shall cause the employee's performance review date to be extended the number of calendar days he/she was on leave.

10.13 SUBSTITUTION FOR A HIGHER CLASS:

- 10.13.1** Classified employees shall not be required to perform duties which are not fixed and prescribed for the position by the governing board in accordance with Section 88009 and 88010, unless the duties reasonably relate to those fixed for the position by the Governing Board, for any period of time which exceeds three (3) working days within a 15-calendar-day period except as authorized herein.
- 10.13.2** An employee may be required to perform duties inconsistent with those assigned to the position by the governing board for a period of more than three (3) working days provided that his/her salary is adjusted upward for the entire period he/she is required to work out of classification and in such amounts as will reasonably reflect the duties required to be performed outside his/her normal assigned duties.
- 10.13.3** Assignment shall be made by written notice.

ARTICLE XI: SALARIES, HEALTH, WELFARE AND OTHER BENEFITS

11.1 EMPLOYEE AND DEPENDENT INSURANCE COVERAGE: To the extent specified herein, the cost of insurance premiums covering medical, dental, and vision insurance for each unit member and their dependents, and life insurance and income protection for each unit member, will be paid by the District for all full-time employees in the Bargaining Unit and their dependents. Bargaining Unit members will contribute \$35 per month, beginning with the first of the month after the contract is ratified, with the exclusion of any Bargaining Unit member who does not receive medical benefits. Effective January 1, 2002, bargaining unit members will contribute \$50 per month for a total of \$600 per year. The District will pay on a pro rata basis for part-time employees as provided in Education Code 88035/88036 for program of insurance as stated in this section for January 1, 2001 through December 31, 2003.

Should either the faculty or management units have a lower out of pocket contribution for benefits as provided in this Section 11.1, CSEA bargaining unit members' contributions will be adjusted to equal the lowest out of pocket contribution of the faculty or management units. Any such adjustment will take effect the month immediately following any lower out of pocket contribution of members in the management or faculty units. For purposes outlined in this section, out of pocket contributions include any health insurance premium refunds provided to the management or faculty units.

11.1.1 Basic and major medical coverage of hospitalization and surgical coverage as negotiated by the District and CSEA, Chapter 176.

11.1.2 Dental coverage as negotiated by the District and CSEA Chapter, 176.

11.1.3 Vision coverage as negotiated by the District and CSEA, Chapter 176.

11.1.4 Income protection insurance as negotiated by the District and CSEA, 176.

11.2 EMPLOYEE INSURANCE COVERAGE: The District agrees to pay the cost of premiums for all employees in the Bargaining Unit for income protection insurance as explained in 11.1.

11.3 OTHER COVERAGE: The District agrees to pay for retirement, workman's compensation, and unemployment insurance in the ration prescribed by law for all employees in the Bargaining Unit.

11.4 ELIGIBILITY: The District agrees to pay the premiums as prescribed in 11.1 for health and welfare benefits for all regular employees working thirty (30) hours or more per week.

11.5 SALARIES: The District agrees to increase the Classified Salary Schedule across the board by 2%, effective January 1, 2000, and by an additional 3% across the board effective January 1, 2001.

Effective January 1, 2002 the salary schedule will be increased by 3% across the board. Effective January 1, 2003, the salary schedule will be increased by 2% across the board. If the state-funded COLA for community college districts is more than 3.5% for FY 2001-02, then the increase to the salary schedule on January 1, 2002 shall be 4%. Similarly, if the state-funded COLA for community college districts is more than 2.5% in FY 2002-03, the increase January 1, 2003 shall be 3%.

If, however, the District's enrollment for the 2000-01 academic year does not equal at least 1,935 full-time equivalent students (FTES), including credit and non-credit, the District shall have the option to reopen negotiations on salary for the scheduled 2002 increase. Similarly, if the District's enrollment for the 2001-02 academic year does not equal at least 1,985 FTES, the District shall have the option to reopen negotiations on salary for the scheduled 2003 increase.

ARTICLE XII: HOLIDAYS

12.1 HOLIDAYS: No less than fifteen (15) holidays plus one (1) personal floating holiday shall be set in accord with the Education Code, plus additional days as may be declared by the Board of Trustees, the Governor of the state or the President of the United States. The Good Friday Holiday each year is designated in lieu of Admissions Day, as per Education Code Section 88205.

2001

- January 1 (Monday)..... New Year's Day**
- January 15 (Monday).....Martin Luther King Day**
- February 9 (Friday). Lincoln's Day**
- February 19 (Monday).....Washington's Day**
- April 13 (Friday).....Good Friday – Board Holiday**
- May 28 (Monday)..... Memorial Day**
- July 4 (Wednesday).....Independence Day**
- September 3 (Monday) Labor Day**
- November 12 (Monday) Veteran's Day**
- November 22-23 (Thurs-Friday) Thanksgiving Holidays**
- December 24, 25, 26 (Mon-Wed) Christmas Holidays**
- December 31 (Monday)..... New Year's Eve**

"Personal Floating Holiday": One holiday, individually selected by each employee, will be taken between July 01, 2000 and June 30, 2001. HRDO will advise Bargaining Unit members who get into a "use or lose" situation toward the end of this time period.

2002

- January 1 (Tuesday)..... New Year's Day**
- January 21 (Monday).....Martin Luther King Day**
- February 8 (Friday). Lincoln's Day**
- February 18 (Monday).....Washington's Day**
- March 29 (Friday).....Good Friday – Board Holiday**
- May 27 (Monday)..... Memorial Day**
- July 4 (Thursday) Independence Day**
- September 2 (Monday) Labor Day**
- November 11 (Monday) Veteran's Day**
- November 28-29 (Thurs-Friday) Thanksgiving Holidays**
- December 23-26 (Mon-Thursday) Christmas Holidays**

"Personal Floating Holiday": One holiday, individually selected by each employee, will be taken between July 01, 2001 and June 30, 2002. HRDO will advise Bargaining Unit members who get into a "use or lose" situation toward the end of this time period.

2003

The 2003 Holidays will be negotiated no later than July 1, 2002.

12.2 EXCEPTIONS: When a CSEA holiday falls on a Friday, it is agreed that those employees who are assigned to the Tuesday through Saturday work schedule will take off the Tuesday immediately following the Friday as their holiday. This will ensure that the employees receive a three-day holiday equal to the other Bargaining Unit members.

12.2.1 Should the campus be closed on the Saturday following a Friday holiday, those employees who are assigned to the Tuesday through Saturday work schedule will have their holiday on that Saturday.

12.2.2 For the Christmas and Thanksgiving holidays, those employees assigned to the Tuesday through Saturday work schedule and their supervisor will mutually agree on the appropriate holiday schedule.

ARTICLE XIII: VACATION PLAN

- 13.1 ELIGIBILITY:** All employees in the Bargaining Unit shall earn paid vacation time per Article 13.3. Additional vacation hours may be earned as a result of compensatory time (See Section 9.5.2)
- 13.2 PAID VACATION:** Except as otherwise provided in this Article, paid vacations shall be taken within two (2) fiscal years immediately following that in which they are earned. Paid vacation may be granted in the fiscal year in which it is earned when requested by the employee and approved by the District. The District will not limit the duration of vacation to a particular length of time unless coincident vacation times exist.
- 13.3 ACCUMULATION:**
- 13.3.1** For the first two years of paid service, vacation time shall be earned and accumulated at the rate of 8 hours of vacation for each month of full-time service, not to exceed 96 hours per fiscal year.
- 13.3.2** Part-time employees shall accumulate vacation days on a pro rata basis.
- 13.3.3** For the third and fourth years of service, vacation time shall be earned and accumulated at the rate of 10 hours per month, not to exceed 120 hours per fiscal year.
- 13.3.4** For the fifth through the ninth year of service, vacation shall be earned and accumulated at the rate of 12 hours vacation for each month of paid service, not to exceed 144 hours per fiscal year.
- 13.3.5** For the tenth through the fourteenth year of paid service, vacation shall be earned and accumulated at the rate of 13.25 hours vacation for each month of paid service, not to exceed 159 hours per fiscal year.
- 13.3.6** Commencing with the fifteenth year, vacation shall be earned and accumulated at the rate of 14.75 hours vacation for each month of paid service, not to exceed 177 hours per fiscal year.
- 13.4 VACATION PAY:** Vacation pay for all Bargaining Unit employees shall be the same as that which the employee would have received had he/she been in a full-time working status, exclusive of overtime. Vacation pay shall be based upon the regular rate of pay for the employee.

13.5 VACATION PAY UPON TERMINATION:

13.5.1 When any employee in the Bargaining Unit having six months of paid service is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination.

13.5.2 If an employee is terminated and had been granted vacation which was not yet earned at the time of termination of his/her service, the District shall deduct from that employee's severance check the full amount of salary which was paid for such unearned days of vacation taken.

13.6 VACATION POSTPONEMENT: If a Bargaining Unit member's vacation becomes due during a period when he/she is on leave due to illness or injury, he/she may request a postponement of his/her vacation date(s). The District may approve such a request in accordance with vacation dates available at that time. The Bargaining Unit member may elect, subject to District approval, to have his/her vacation rescheduled in accordance with the vacation schedule available at that time, or may request to carry over his/her vacation to the following year.

13.7 HOLIDAYS: When a holiday falls within the scheduled vacation of any Bargaining Unit member, such holiday shall not be counted against the member's vacation entitlement.

13.8 VACATION SCHEDULE: Vacation requests by a Bargaining Unit member shall be submitted in advance to the employee's immediate supervisor for approval. A request shall be granted subject to District work requirements. The supervisor will complete the request, and provide a copy to the member and Human Resource Office, within a reasonable time. Should a request be denied, the reason(s) will be given in writing.

13.8.1 Vacation days for ten (10) and eleven (11) month employees may be scheduled during winter and spring recess; if an employee does not have sufficient vacation days accrued to cover these periods, the excess days shall be deducted from his/her pay warrant.

13.8.2 Those employees with days accrued in excess of those specified in Article 13.2 above must follow the regular procedure for scheduling such additional vacation during their regular work year.

13.8.3 Probationary employees may use their vacation time after six months using the regular procedure for scheduling vacation.

13.9 POSTING LEAVE: All posting of vacation leave shall be done from the employee's time card, not from leave request forms.

ARTICLE XIV: LEAVES

- 14.1 BEREAVEMENT LEAVE:** It is agreed that the District shall follow Ed. Code Section 88194 as amended below:

Ed. Code 88194: Every person employed in the classified service of any college district shall be granted necessary leave of absence, not to exceed three (3) days, or five (5) days if out-of-state travel is required, on account of the death of any member of his/her immediate family. No deduction shall be made from the salary of such employee, nor shall leave be deducted from leave granted by other sections of this code or provided by the governing board of the district. The governing board may enlarge the benefits of this section and may expand the class of relatives listed below as members of the immediate family. Members of the immediate family, as used in this section, means the mother, father, grandmother, grandfather, or a grandchild of the employee or spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister, uncle, aunt, foster-parents, step-parents, step-son, step-daughter, foster-son, foster-daughter, brother-in-law or sister-in-law of the employee, or any relative living in the immediate household of the employee. If requested, any kind of proof of death shall be provided to HRDO.

- 14.2 JURY DUTY:** The District will follow Ed. Code Sections 87035 and 87036.

- 14.3 MILITARY LEAVE:** Shall be per Military and Veterans Code Sections 395 and 395.01.

- 14.4 SICK LEAVE:**

14.4.1 The District shall follow Ed. Code Section 88191, assigning 96 hours sick leave per fiscal year.

14.4.1.1 Members who take time off during the work day for medical or dental appointments shall utilize sick leave for this purpose, or with the permission of the supervisor, be allowed the alternative of making up the time on the same day.

14.4.1.2 Records on accumulated and used leave are maintained in terms of hours. Hence, all leave shall be accumulated and used in increments of hours, half-hours, or quarter-hours. Leave reports may be submitted either in terms of hours or days (which are converted into hour equivalents).

14.4.2 PERSONAL NECESSITY LEAVE: The District shall follow Ed. Code Section 88207 with the list of members of the immediate family per Ed. Code Section 88194 and as per 14.1 above. Personal necessity leave not to exceed 7 days per year.

14.4.2.1 Death of a member of the employee's immediate family when additional leave is required beyond that provided both in Section 88194 and as a right by the Governing Board.

14.4.2.2 Accident involving the person or property of the employee or a member of his or her immediate family.

14.4.2.3 Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.

14.4.2.4 Any other reasons that may be prescribed by the Governing Board.

14.4.3 FAMILY SICK LEAVE: The District shall follow California Labor Law Section 233 (AB 109) and allow employees to use in any calendar year, not less than one-half of the employee's accrued and available sick leave to attend to the illness of a child, parent, or spouse of the employee.

14.5 REPORTING OF ABSENCES:

14.5.1 All classified personnel must notify their supervisor, at the earliest possible time, of intended or actual absence from duty. Absence is reported by calling the supervisor. If the supervisor is unavailable, the absence is reported to HRDO. If someone in HRDO is unavailable then the absence will be reported to the switchboard.

14.5.2 When an absence is necessary for reasons other than personal illness, arrangements should be made in advance with the immediate supervisor.

14.5.3 Absences for personal reason, other than those provided for elsewhere in this contract or college policies, shall be without pay. However, upon request of the employee prior to absence, such absence may be counted as vacation leave.

14.5.4 All absences must be certified to on a form provided by the District.

14.6 AUTHORIZED SICK LEAVE VERIFICATION:

14.6.1 If there is a reason to doubt the validity of the Bargaining Unit member's assertion of illness, the District may require, at District's expense, a doctor's verification prior to approval of the paid leave.

14.6.2 Employees absent five (5) or more consecutive days shall be required to submit a physician's statement or that of a person authorized by any well-recognized religious sect, denomination or organization to treat people, to the District stating the reason for the absence and their approximate return date. (Policy No. 417.80.3.1)

14.6.3 This section shall not be used in lieu of disciplinary procedures.

14.7 ADMINISTRATIVE LEAVE: Members of the Bargaining Unit may be required to submit to medical examinations, at the District's expense, at the discretion of the District. This section shall apply in cases where the Unit member's documented behavior or performance on the job indicate a lack of physical or mental capacity to adequately perform required duties. Where the Unit member may be directed to undergo a medical examination, he/she shall be granted paid administrative sick leave for the day or part of the day on which the examination is given.

14.8 OTHER LEAVES: Any other type of leave not enumerated herein will be in accordance with specific Education Code minimum requirements.

14.9 LEAVE REQUEST FORMS: The employee shall receive a copy of any leave request forms submitted to the Human Resource Development Office. All posting of leave shall be done from the employee's time card, not from leave request forms.

14.10 STAFF DEVELOPMENT: Barstow College encourages all employees to improve themselves and job-related skills through training and college courses, therefore supervisors will be encouraged to authorize release time from work for Bargaining Unit members for job related classes/training. Bargaining unit members may take classes or other job related training at Barstow College or any other college or university and receive release time from work, with pre-approval of his/her supervisor and the Staff Development Committee. This release time shall be limited to three (3) hours per week. Prior to approval, the employee and supervisor shall complete an employee development plan and receive approval from the Staff Development Committee. Requests for staff development funds shall be submitted on a Staff Development Activity Request form which may be obtained at the Human Resource Development Office. Upon satisfactory completion (grade C or better, if a graded course) of each course taken, the District will reimburse the employee for costs of required books, supplies and registration fees, plus mileage to and from the college/university.

Unit members who are reimbursed for the costs of required books, supplies, registration fees, and mileage for college classes shall commit to continuing their employment with the District for at least twelve months after completing the course for which reimbursement has been received. If the unit member leaves before the twelve month period has passed, the member will be required to pay back the amount reimbursed through payroll deduction or personal check.

14.11 FAMILY AND MEDICAL LEAVE ACT: Family leave will be granted in compliance with current law.

ARTICLE XV: POSITION CLASSIFICATION AND RECLASSIFICATION

15.1 CLASSIFICATION OF POSITIONS:

- 15.1.1** All positions within the Bargaining Unit shall be classified according to the skills required and the responsibility carried by that position.
- 15.1.2** Every Bargaining Unit position shall be placed in a class.
- 15.1.3** Once the classification study described in 15.2 is complete, any recommended revisions to these classes will be reviewed by the District and CSEA for inclusion in the contract.

CLASS I

ACCOUNTING

Accounting Assistant
Accounting Technician I
Accounting Technician II
Bookstore Operations Assistant
Payroll Technician

CLASS II

CLERICAL

Administrative Assistant to the VP
Administrative Secretary
Admissions & Records Assistant I
Admissions & Records Assistant II
Admissions & Records Assistant II/PBX
DSP&S Technician
EOPS Special Services Technician
EOPS Specialist/Program Assistant
Financial Aid Officer
Financial Aid Technician
Fort Irwin Program Specialist
Instruction Office Technician
Secretary
Transfer/Career Center Assistant
Tutorial Services Technician

CLASS III

CUSTODIAL/GROUNDS & MAINTENANCE SERVICE

Custodian
Grounds Maintenance/Utility Worker
Grounds Maintenance Worker
Skilled Maintenance Worker
M&O Technician

CLASS IV

INSTRUCTIONAL SERVICES

Athletic Trainer
Computer Lab Technician
Instructional Assistant
Library Assistant
Library/Instructional Media Technician
Library Technician

CLASS V

TECHNICAL SUPPORT

Institutional Technology Specialist
MIS Specialist
MIS Technician
Web Services Specialist

- 15.2** The District and CSEA have agreed to a reclassification study conducted by an outside agency, consistent with the terms contained in Appendix E. The agency will recommend classification evaluation procedures, processes, and criteria which shall be reviewed by the District and CSEA for inclusion in the contract.
- 15.3** The District and CSEA agree that any bargaining unit member who, as a result of the reclassification study, is compensated at a lower base salary amount, will retain their current base salary until such time as the salary schedule has been adjusted upward to provide no reduction in salary to the employee.

ARTICLE XVI: JOB PERFORMANCE EVALUATION

16.1 EVALUATION FORM: The Classified Performance Evaluation Form, which is attached hereto in Appendix C and, is by reference, incorporated as part of this Agreement, and shall be the only form used to evaluate classified employees.

CSEA and the District agree to establish an ad hoc committee comprised of an equal number of District and CSEA representatives to review the existing evaluation form, and make recommendations for improvements, including any sections in this article affected by the revised form. Before implementing any recommendations, both the District and CSEA must approve the changes.

16.2 EMPLOYEES TO BE EVALUATED: Each regular classified employee shall be evaluated once a year. Evaluations for an employee with a one-year probationary period shall be performed at the end of the third month, seventh month, and eleventh month of probation. Based on such evaluations, the recommendation at the three (3) and seven (7) month periods shall be one of the following: (A) Recommend extension of probation on basis of job knowledge and job performance, or (B) Recommend release and termination of employee on basis of job performance. Based on the eleven (11) month evaluation, the recommendation shall be one of the following: (A) Recommend granting regular status on the basis of job knowledge and performance, or (B) Recommend release and termination of employee on the basis of job performance. Nothing contained in this article restricts the District from evaluating probationary employees, and making the same recommendations as described above, at other times during the 12 month probation period.

16.3 PERSON TO COMPLETE EVALUATION: The person to complete the employee's performance evaluation shall be the employee's line supervisor who is immediately responsible for the work of the employee. The line supervisor is defined as the person who reviews AND checks the daily work of the employee and is the one who is most closely acquainted with the employee's work performance. When the employee has worked under two or more supervisors, the current supervisor will complete the evaluation, with input from other supervisors. If a prior supervisor does not provide input, a letter shall be attached explaining that the evaluation reflects only the period of time that the employee was under the direction of the supervisors providing input. No Bargaining Unit member shall be evaluated by any student, nor shall any comment or suggestions made by students be used in the Supervisor's evaluation of the Unit member.

16.4 COMPLETING THE EVALUATION FORM: The purpose of the evaluation is to provide an opportunity for the employee and supervisor to have an open discussion concerning the employee's performance, and to develop plans for maintaining a high performance level, or improving performance, as warranted. When a supervisor has a concern about an employee's performance, the employee should be made aware of the problem before it appears in the evaluation. When completing the evaluation, the supervisor must also focus on the overall performance for the factor being reported, rather than an isolated, minor incident.

An employee's work performance shall be evaluated by placing an X in the appropriate box opposite the factor being reported. One large box opposite the overall factor should be checked. The smaller boxes for subfactors are also required to be checked in each case that the overall factor has been checked "Below Work Performance Standards" or "Exceeds Work Performance Standards." In addition, the supervisor should state in the "Supervisor's Suggestions and Comments" space the suggestions given to the employee on how to improve work performance if below standards, or why the employee's performance exceeds standards. Supervisors are also encouraged to make comments for each factor regardless of the overall rating to provide further feedback to the employee. Any additional comments or suggestions from the supervisor, or responses from the employee on the supervisor's comments, may be made on page three of the evaluation.

16.5 AFTER THE EVALUATION:

16.5.1 The Supervisor shall recommend the retention or termination from the position of the probationary employee by a check mark in the appropriate box. (This section is for probationary employees only).

16.5.2 The Supervisor shall then hold a conference with each employee for whom an evaluation is completed. (Note: The form may be completed at the time of the conference, if the supervisor so wishes).

16.5.2.1 The Supervisor shall explain to each employee the following:

- A.** The purposes and uses made of performance evaluation forms.
- B.** The significance of evaluations during the probationary period.
- C.** The basis or reasons for the specific evaluations.
- D.** Where appropriate, suggestions for changes.
- E.** Should an employee receive an overall performance rating of "Below Work Performance Standards," the employee's immediate supervisor and the employee shall jointly develop a performance improvement plan to remedy the areas that have contributed to this rating. The immediate supervisor and employee shall meet within two weeks of the evaluation conference to finalize this plan. The immediate supervisor reserves the right to implement a plan in situations where the employee chooses not to agree to participate in developing a plan. Should the employee and supervisor not reach agreement on an improvement plan, the Human Resources Director will work with both parties in an attempt to resolve the differences. If an agreement still cannot be reached, the Human Resources Director shall determine the improvement plan.

16.5.3 OTHER INSTRUCTIONS:

- A. The supervisor shall sign the performance evaluation form and obtain the signature of the employee.
- B. The supervisor shall submit the completed form to his immediate supervisor for review and signature.
- C. The supervisor shall make a copy of the performance evaluation form for his own files.
- D. The supervisor shall give the employee a copy of the completed form.
- E. The original copy of the evaluation shall be sent to the Human Resource Development Office.

16.5.4 ADDITIONAL COMMENTS AFTER EVALUATION: If additional comments pertaining to the employee's performance are entered on the form subsequent to the evaluation conference, the employee must be advised and the additional comments signed by the employee.

16.6 DEFINITION OF COLUMNS:

- 1. **EXCEEDS WORK PERFORMANCE STANDARDS:** A check in this column indicates that the employee's work is better than satisfactory.
- 2. **MEETS WORK PERFORMANCE STANDARDS:** A check in this column indicates that the employee's work is definitely and consistently satisfactory.
- 3. **BELOW WORK PERFORMANCE STANDARDS:** Persons evaluated in this category usually require additional training and closer supervision in order to meet fully the established work standards. Continued failure to show improvement may lead to termination of employee on basis of job performance.

ARTICLE XVII: CONTRACTING AND BARGAINING WORK

17.1 CONTRACTING: During the life of the Agreement, the District agrees to explore every avenue for retention or retraining of employees displaced by the District's decision to contract out work normally done by classified employees. No position shall be contracted out unless it clearly shows economic advantage to the District.

17.2 DISTRICT RESPONSIBILITY: If the District finds it necessary to contract out or mechanize a service now performed by Bargaining Unit member(s), the District shall:

17.2.1 Advise the Bargaining Unit and the Bargaining Unit Member(s) sixty (60) calendar days prior to effecting the change in operations.

17.2.2 Open bumping rights to the affected employees to be effective at the end of the sixty (60) days.

ARTICLE XVIII: HIRING PROCEDURES

18.1 OPEN RECRUITMENT:

18.1.1 When there are no transfer applicants or voluntary reassignments, the Human Resource Development Office may order the position open for recruitment.

18.1.2 All persons on 39-month reemployment or recall list or persons within the Bargaining Unit on an eligibility list will have first priority.

18.2 ELIGIBILITY LISTS: Only those persons with the highest test scores will be placed on an eligibility list for any position.

18.2.1 If an opening occurs for any position, the position will be announced in-house five (5) days for both transfer and promotional opportunities. If no Bargaining Unit member submits a request, the position can be filled from an established eligibility list.

- A) If a Bargaining Unit member submits an application for promotional purposes, the position will be advertised and filled through the normal hiring process.
- B) Once an eligibility list is established for a position, the candidates will be selected to interview in accordance with the ranking determined by the interview committee.

18.3 SCREENING COMMITTEES:

18.3.1 The screening committee shall consist of at least one (1) Bargaining Unit member. Every Unit member shall have ample opportunity to serve on a screening committee.

18.3.2 The District shall hire from the top three (3) candidates recommended by the screening committee. If for some reason, the supervisor does not choose any of the top three (3) candidates, his/her reasons for doing so must be submitted in writing to the screening committee members.

ARTICLE XIX: TRANSFERS/PROMOTION

19.1 DEFINITION: For the purpose of this section, transfer is defined as any Board action which results in the movement of a Bargaining Unit member, laterally or to a lower range, from one position to another. Promotion is defined as any Governing Board Action which results in the movement of a Unit member to a higher range. The District and CSEA agree that upon transfer or promotion, an employee will be placed on the range of the new position at the next step which ensures a higher salary than the current step and salary of the position from which the bargaining unit member was transferred or promoted.

19.2 TRANSFER PROCEDURES:

- 19.2.1** When a new position is created, or an existing position becomes vacant, the first priority in recruitment, after that of legal recall of persons on layoff employment lists, shall be qualified permanent members of the District staff.
- (A) The announcement of position vacancy shall first be posted at District work sites for five (5) work days prior to application deadline.
 - (B) If the applicant has on file a completed and approved examination, or its equivalent, demonstrating proficiency in the subject areas required for the vacant position, the applicant may request, and may be granted, a release from further testing as a prerequisite to consideration for the position.
 - (C) A completed and approved examination, or its equivalent, may be any of the following:
 - 1. An examination administered by the District;
 - 2. A certificate of proficiency or certificate of a timed test administered by a credentialed instructor approved to administer such tests;
 - 3. Successful completion of a course in the required subject area;
 - 4. Successful completion of related courses approved for professional growth; or
 - 5. Other job-related or self-improvement activities related to the required subject areas may be accepted upon approval of the supervisor designated to oversee the application process.
- 19.2.2** Only Bargaining Unit members meeting minimum qualifications will be considered for the position.

- 19.2.3** The supervisor designated to oversee the position shall have the right to reject any Unit member applicant.
- 19.2.4** Any unsuccessful applicant who is a Bargaining Unit member may appeal for a hearing to an ad hoc appeals committee in accordance with existing District Procedure 406.90. Until the appeal process is completed, the District shall halt all hiring procedures. Should the District propose a change in Procedure 406.9, the District and CSEA will meet and negotiate the proposed changes.
- 19.2.5** Unit members who are transferred or promoted within the unit shall serve a six-month probationary period in the new position. After the six-month period, the Unit member shall be deemed to possess regular status in the new position. During the six-month period and after an unsatisfactory job performance evaluation, the District may reassign the unit member to his/her previous classification by giving written notice of reassignment.

19.3 NOTIFICATION:

- 19.3.1** It will be the responsibility of the Bargaining Unit member to notify the District in writing that he/she wishes to be considered for transfer, and to make arrangements for any testing, interviewing, etc., as may be required.
- 19.3.2** During a school recess and a Bargaining Unit member's vacation and/or absence or layoff, job announcements will be sent to a specified address via first class U.S. Mail to Unit members.

ARTICLE XX: LAYOFF AND REEMPLOYMENT

- 20.1 REASON FOR LAYOFF:** Layoff shall occur only for lack of work or lack of funds and the impact upon the Bargaining Unit is subject to negotiation with the Association.
- 20.2 NOTICE OF LAYOFF:** The District shall notify the affected employee(s), with copies to the Association, in writing no later than thirty (30) days prior to any planned layoffs. The District and the Association representatives shall meet within five (5) days of written request by the Association in order to review the proposed layoff, to determine that the order of the layoff(s) is within provisions of this Agreement, and to negotiate the effects of the layoff(s). Any notice of layoff(s) shall specify by name and classification the employee(s) designated for layoff. Failure to give written notice under the provisions of this section shall invalidate the layoff(s).
- 20.2.1** The Association will have written notice of any District intent to consider layoffs at least twenty-four (24) hours prior to any Board meeting in which layoff action would be considered, discussed, and/or decided.
- 20.3 REDUCTION IN HOURS:** Any reduction in regularly assigned time shall be considered a layoff under the provisions of this Article.
- 20.4 ORDER OF LAYOFF AND REEMPLOYMENT:** (Ed. Code 88127)
- 20.4.1** Classified employees shall be subject to layoff for lack of work or lack of funds. Whenever a classified employee is laid off, the order of layoff within the class shall be determined by length of service. The employee who has been employed the shortest time in the class, plus higher classes, shall be laid off first. Reemployment shall be in the reverse order of layoff.
- 20.4.2** For purposes of this section, for service commencing or continuing after July 1, 1971, "length of service" means all hours in paid status, whether during the school year, a holiday, recess, or during any period that a school is in session or closed, but does not include any hours compensated solely on an overtime basis.
- 20.4.3** "Hours in paid status" shall not be interpreted to mean any service performed prior to entering into a probationary or permanent status in the classified service of the District, except service in restricted positions as provided in the Education Code.
- 20.4.4** Nothing contained in this section shall preclude the granting of "length of service" credit for time spent on military leave of absence, or unpaid illness leave, or unpaid industrial accident leave.
- 20.4.5** Credit for a break in service shall be per Education Code 88128 and 20.6.6 of this Agreement.

20.5 BUMPING RIGHTS: Any employee notified of layoff from his/her present position may bump into the same position or range within his/her class, or bump into a position with a lower range in any class provided he/she meets minimum qualifications for the position and has greater seniority than the employee being bumped. An employee subject to layoff may bump into a position with a higher range only if he/she has established permanency in that position and has greater seniority than the person being bumped. Such right to bump must be exercised within five (5) days of notice of layoff.

20.5.1 For the purpose of layoff, "classes" shall be defined as the following groups: Accounting, Clerical, Custodial/Maintenance/Grounds, Instructional Services, and Technical Support. Refer to Section 15.1. Range shall be defined as salary range.

20.5.2 Employees desiring to exercise their option to "bump" shall submit their request in writing to the Human Resource Development Office within five (5) working days from the date of notice.

20.5.3 The employee must notify the Human Resource Development Office and the Association of his/her intent to bump a specific incumbent of a specified position. Such notice shall be in writing and submitted within the limits imposed in 20.5.2

20.5.4 Any employee so bumped shall have the same five (5) days of bumping rights beginning the day of notification of the confirmation of the bump from the Human Resource Development Office.

20.6 REEMPLOYMENT RIGHTS OF EMPLOYEES:

20.6.1 When a vacancy occurs in a class for which a layoff reemployment list has been established, the senior employee on that reemployment list for that class will be notified and given an opportunity to accept the vacant position.

20.6.2 A reemployment list for each class subject to layoff will be established and maintained for at least 39 months, or until exhausted, whichever comes first.

20.6.3 The names of employees who are laid off will be placed on the reemployment list in accordance with length of service in the class plus higher classes.

20.6.4 Persons on layoff reemployment lists will be offered reemployment, in the position from which laid off, over all other persons.

20.6.5 Employees who take voluntary demotion or voluntary reduction in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of 24 months.

- 20.6.6** A permanent employee who is laid off and is subsequently reemployed within 39 months shall have all rights and privileges restored as of the time of layoff, provided that no resignation shall have voided those rights in the interim.
- 20.6.7** Any employee on layoff shall be given preference over any new applicant in employment selection for any position for which he/she meets minimum qualifications.
- 20.7** **EMPLOYEE NOTIFICATION TO DISTRICT:** An employee shall notify the District of his/her intent to accept or refuse reemployment within ten (10) working days following receipt of the reemployment notice. If the employee accepts reemployment, the employee must report to work within twenty (20) working days following receipt of the reemployment notice. An employee given notice of reemployment need not accept the reemployment to maintain the employee's eligibility on the reemployment list, provided the employee notifies the District of refusal within ten (10) working days after receipt of said notice.
- 20.8** **SENIORITY ROSTER:** The District shall maintain an annually-updated seniority roster by classification indicating the employee's name, hire date and hours in paid status. Such rosters shall be available within sixty (60) days after ratification of this Agreement.
- 20.9** **IMPROPER LAYOFF:** Any employee who is improperly laid off shall be reemployed immediately upon discovery of the error and shall be reimbursed for all loss of salary and benefits.
- 20.10** **RIGHTS OF THE DISPLACED EMPLOYEE:** Any employee shall receive a lump sum payment for unused vacation on or prior to his/her last day of paid service, with the provision that the District is not responsible for delays derivative of unsuccessful bumping attempts, the order of county warrant runs, or other factors beyond the control of the District.

ARTICLE XXI: RESIGNATION

- 21.1 LETTER OF RESIGNATION:** If an employee wishes to resign from employment, a letter of resignation should be submitted to the immediate supervisor and the District Human Resource Development Office at least two (2) weeks prior to the effective date of the resignation. The intended effective date of resignation should be specified in the letter.
- 21.2 SEPARATION INTERVIEW:** The Human Resources department will arrange a separation interview with a terminating employee, subject to cooperation from the employee. This interview is necessary to inform the employee of his/her rights regarding benefits, retirement, and re-hire options. A checklist of items discussed during the interview should be signed by the employee and maintained in the employee's personnel file. Appointments for the separation interview should be made during the employee's last work week.
- 21.3 ACCUMULATED VACATION ALLOWANCE:** A permanent employee who is dismissed or resigns shall be granted accumulated vacation allowance. The monetary value of accumulated vacation allowance may be paid in lieu of carrying the employee on the payroll. A probationary employee who has not completed six months of regular employment is not entitled to any vacation allowance upon separation (Ed. Code 88197).
- 21.4 REPAYMENT:** Employees who terminate employment and have used more than their earned leave shall have their last salary payment reduced accordingly.

ARTICLE XXII: RETIREMENT

22.1 EARLY/DISABILITY RETIREMENT: Early retirement is an option for all classified employees who have been accepted for early retirement (service/disability) by the California Public Employees' Retirement System (CalPERS). Benefits described below shall be paid to any bargaining unit member who has been accepted for early retirement by CalPERS, has attained the age of 50 years, and has completed at least ten (10) years of service with the District. Benefits explained below are also available to classified employees who are on disability retirement and completed at least ten (10) years of service to the District.

The cost of premiums for medical, dental, vision, and life insurance in effect at the time of retirement will be paid by the District with the retiree paying \$40 per month for a total of \$480 per year.

The District will make contributions for a period of time based on years of service as described below:

Ten (10) years of service: ten years of benefits, or until the retiree reaches medicare eligible age in effect at the time of retirement, whichever comes first.

Fifteen (15) years of service: fifteen years of benefits, or until the retiree reaches medicare eligible age in effect at the time of retirement, whichever comes first.

These provisions apply only to bargaining unit members that retire on or after the effective date of ratification of this agreement.

ARTICLE XXIII: TOOLS AND SUPPLIES

23.1 TOOLS AND SUPPLIES: The District shall provide tools and equipment it requires for use by Unit members in the performance of their assigned duties.

23.1.1 Unit members shall be responsible for all tools, equipment, keys, uniforms, etc. issued to them by the District.

23.1.2 All such District property shall be returned to the District upon termination of employment, or as otherwise directed by the District.

23.1.3 Unit members may be required to reimburse the District for all items lost, damaged, or stolen as a result of the unit member's failure to exercise reasonable care.

23.1.4 The District agrees to provide appropriate apparel at the District's expense for Maintenance, Grounds, and Custodial staff. The cleaning and repairs of which shall be the responsibility of the employee.

23.1.5 The District shall require that all Maintenance, Grounds, and Custodial staff will wear the provided apparel during the course of working hours.

23.1.6 A new employee shall be issued five new complete uniforms, one matching work jacket, and one pair of safety shoes to be purchased by the District.

23.1.7 Frequency of Exchange of Uniforms and Safety Shoes:

The District shall replace uniforms, safety shoes, and work jacket on an as-needed basis. The supervisor shall determine such need, on the basis of the employee turning in damaged items. The District shall pay the full cost of all uniforms, jackets, and safety shoes as stated in Ed. Code 88037.

ARTICLE XXIV: SAFETY

- 24.1 DISTRICT COMPLIANCE:** The District shall conform to and comply with all health, safety, and sanitation requirements imposed by state or federal law or regulations adopted under state or federal law. If a bargaining unit member reports an issue with health, safety, or sanitation requirements to the Safety Manager, the Manager will respond in writing, within a reasonable time after an assessment of the problem, with appropriate action to be taken to resolve the reported problem.
- 24.2 NO DISCRIMINATION:** No employee shall be in any way discriminated against as a result of reporting any condition believed to be a violation of Section 24.1.
- 24.3 INJURY AND ILLNESS PREVENTION PLAN (IIPP):** All members of the Bargaining Unit will be required to participate in Injury and Illness Prevention Plan safety briefings and any other training mandated by the state legislature and/or CAL/OSHA. Every provision will be made to hold these safety briefings during regular work hours, however, if this is not possible, those Unit members who attend a safety meeting on their own time will be compensated accordingly.
- 24.4 SAFETY COMMITTEE:** The Bargaining Unit will appoint two (2) classified employees to serve on the District's Facilities and Safety Committee. Committee members will be given release time to attend all committee meetings concerning safety, and related training.

ARTICLE XXV: JOB STEWARDS

25.1 DESIGNATION:

25.1.1 It is agreed that the Association may designate three (3) Job Stewards and that it will keep the District Human Resource Office advised of current designees.

25.1.2 Written notice of names of designated Job Stewards will be delivered to the Human Resource Office prior to such Job Stewards acting in that capacity.

25.2 RELEASE TIME:

25.2.1 The Association job stewards and when necessary other Association representatives will receive time off from duties for the preparing and processing of grievances.

A. Twenty-four (24) hours prior to release from duties for grievance preparation and processing, the designated representative shall inform his/her supervisor in order that adequate substitute may be obtained.

B. The steward shall first secure the permission of his/her supervisor. Such permission of supervisor shall not be unreasonably withheld.

25.3 **AUTHORITY:** Upon written request of the employee, Job Stewards shall have the authority to file notice and take action on behalf of Bargaining Unit employees relative to the rights afforded under this Agreement. A copy of such written request shall be furnished to the District prior to the Job Steward taking any such action.

25.4 **REPRESENTATION:** An employee has the right to have present a CSEA representative (Job Steward or CSEA Officer -- President or Vice President -- of his or her choice) in any conference with his/her supervisor or other management personnel which the employee reasonably believes may result in discipline or possible grievance. The CSEA representative must provide reasonable notice to his/her supervisor, and shall receive release time for the meeting.

ARTICLE XXVI: DISCIPLINE

26.1 CAUSES: The Board of Trustees may suspend, demote, or dismiss a permanent Bargaining Unit member for just cause, including but not limited to the following:

26.1.1 Unsatisfactory conduct, such as:

- A)** Conviction of a crime carrying felony punishment, even though such punishment may not be imposed.
- B)** Conviction of any crime involving moral turpitude.
- C)** Discourteous, offensive or abusive conduct or language toward another employee, a student or a member of the public.
- D)** Dishonesty.
- E)** Reporting for work while intoxicated, possession of alcoholic beverage or a controlled substance on District property or in a District-owned vehicle, or working while under the influence of alcohol or illegal drugs.
- F)** Commission of any sex offense as defined in Ed. Code Section 87011 or under Penal Code 261.5.
- G)** Commission of any narcotics offense as defined in Ed. Code Section 87011 or under Health and Safety Code 11361.
- H)** Falsifying any information supplied to the District, including but not limited to, information supplied on application forms, employment records, or any District records.
- I)** Altering records of the District without authorization.
- J)** Repeated malingering during the course of a normal working day. (Malingering means to pretend incapacity (as illness) so as to avoid duty or work.)
- K)** Engaging in political activities while on a work duty status.
- L)** Possession of a gun, knife or other weapon having similar deadly capabilities on school grounds.

26.1.2 Unsatisfactory fulfillment of job responsibilities such as:

- A) Incompetency or inefficiency in the performance of the duties of the position.
- B) Insubordination (including, but not limited to, refusal or failure to do assigned work).
- C) Carelessness or negligence in the performance of duty, or in the care and use of District property.
- D) Misuse or misappropriation of District property.
- E) Willful violation of the Education Code, Title V of the California Administrative Code, any rules of the Governing Board, or any term of this Agreement.
- F) Denial, suspension, revocation or non-renewal of a license, permit or any other document(s) required by the nature of the position.
- G) Receipt by the District from the District's insurance carrier of a request in writing for an endorsement excluding the unit member from coverage under the District's insurance policy while driving a motor vehicle because of increased risk due to the unit member's poor driving record, where driving is required by the job.
- H) Physical inability to perform duties of the assignment.
- I) Failure to report for duty without satisfactory explanation.

26.1.3 Other reasons, such as:

- A) Advocacy of overthrow of federal, state or local government by force, violence or other lawful means.
- B) Interference with the operations of the District, including but not limited to, any work stoppage or slowdown.

26.1.4 The term "conviction" as used above, shall mean conviction in trial court based upon a plea of guilty or nolo contendere, or a finding of guilty after a court or jury trial.

26.1.5 Abandonment of Position: Absence without leave, without sufficient explanation, for three (3) consecutive days will be considered an automatic resignation from employment as of the last day on which the Bargaining Unit member worked.

- 26.2 DISCOVERY:** The Bargaining Unit member shall have the right to inspect and receive copies (upon payment of a reasonable copy fee) of any documents or other materials in the possession of, or under the control of, the District which are relevant to the disciplinary action to be imposed, at times and places reasonable for the Unit member and for the District.
- 26.3 IMMEDIATE SUSPENSION:**
- 26.3.1** Pending investigation, by the District, of accusations against a Bargaining Unit member involving a misappropriation of public funds or property; furnishing controlled substances; committing a sex offense (as defined in Ed. Code Section 87010 or Penal Code 261.5) with a minor student of the District; assault or battery upon another person while on the job, or while on school premises or adjacent thereto, or while on a school field trip or outing; committing any act which would constitute a felony or a misdemeanor involving moral turpitude, or would threaten the safety or welfare of the employee, student, the public, or other District employees; the District may suspend the Unit member with or without pay for a period not to exceed twenty (20) working days. The suspension may be terminated by the District giving twenty-four (24) hours written notice to the Unit member.
- 26.3.2** If a disciplinary hearing is commenced on or before the date such suspension is terminated, any final disciplinary action which may be imposed by the Board of Trustees, may be made retroactive to any date on or after the date the Bargaining Unit member was first suspended.
- 26.4 DOCUMENTATION OF PRIOR NOTICE:** When the charges against the Unit member is as set forth in 26.1.2, A, B or C, the District must show that prior verbal and/or written warning by the supervisor have failed to result in remediation of the unsatisfactory performance or behavior.
- 26.5 BARGAINING UNIT MEMBER'S PRIOR MISCONDUCT:** In arriving at a decision for disciplinary action, the Governing Board may consider prior disciplinary action against the Unit member in accordance with the "Two Year" rule as contained in Ed. Code Section 88013.
- 26.6 GOVERNING BOARD'S DECISION:** The determination that cause exists for discipline under Article VII, resides solely with the District. The burden of proof shall remain with the District.
- 26.7 NOTIFICATION:** Notification of disciplinary action shall be as prescribed in Ed. Code Section 88016.

26.8 STATEMENT OF CHARGES, NOTICE TO RESPONDENT AND NOTICE OF DEFENSE, EXCEPT WHERE IMMEDIATE SUSPENSION IS WARRANTED UNDER 26.3:

26.8.1 A Bargaining Unit member to be disciplined (Respondent) shall be served with a written Statement of Charges against him/her. The written Statement of Charges shall be signed by the Human Resource Officer or his designee, and shall inform the Respondent in ordinary and concise language of the specific acts and/or omissions upon which the proposed disciplinary action is based. If it is alleged that the Respondent has violated a rule or regulation of the District, or a statutory or administrative code provision, the rule, regulation or code provision shall be set forth in or appended to the Statement of Charges. Also included must be a statement of the facts showing how the violation occurred, and a statement of the punishment or discipline sought to be imposed.

26.8.2 The Statement of Charges shall be accompanied by a Notice to the Respondent informing him/her of the Governing Board's intent to discipline him/her, and that he/she is entitled to a hearing on the charges. The Respondent shall be supplied with a copy of this Article relating to suspension, demotion and dismissal, together with a copy of Education Code Section 88013 and 88016, and the specific statutory or administrative code section alleged to have been violated, if any.

26.8.3 The Statement of Charges and Notice to the Respondent shall be accompanied by a paper (Notice of Defense), the signing and filing of which, by the Respondent, shall constitute a demand for a hearing and a denial of all charges, accompanied by a request for either an open or closed hearing. The Respondent shall be given at least five (5) calendar days from the time the charges are personally served on him/her in which to return the Notice of Defense asking for a hearing.

26.8.4 The Statement of Charges, Notice to the Respondent, Notice of Defense, Contract Provisions, and the appropriate Education and other Code Sections shall be served upon the Respondent, either personally or by certified mail, sent to the Respondent at his/her last address as shown in the records of the District.

26.9 ADMINISTRATIVE RECOMMENDATION OF DISMISSAL:

26.9.1 When the administrative recommendation is for dismissal the Unit member may request that the case be heard before a hearing officer. The hearing officer shall be mutually agreed upon by the District and CSEA. In such cases, the Governing Board will consider the findings of the hearing officer before making a final decision.

26.9.2 If the Unit member is under immediate suspension, Section 26.3, the period of suspension may be extended until a final determination has been made.

26.10 HEARING BEFORE THE BOARD OF TRUSTEES:

26.10.1 The discipline hearing shall be held before the Board of Trustees. The President of the Governing Board or his/her designee shall preside. The hearing shall be held in closed session, unless the Bargaining Unit member requests in writing an open hearing in his/her Notice of Defense. The following guidelines shall be used in conducting hearings.

- A) Oral evidence shall be taken only on oath of affirmation.
- B) Each party shall have the right to call and examine witnesses; and to introduce exhibits; to cross-examine opposing witnesses; to impeach any witness, regardless of which party first called him/her to testify; and to rebut the evidence against him/her. If the accused Unit member (Respondent) does not testify in his/her own behalf, he/she may be called and examined as if under cross-examination.
- C) The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admissions of such evidence over objection in civil actions.

Hearsay evidence may be used for the purpose of supplementing and examining other evidence, but shall not be sufficient standing by itself to support a finding, unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the extent that they are otherwise required by statute to be recognized at the hearing.

26.10.2 At the conclusion of the hearing, the Governing Board shall retire and deliberate in private to determine whether the charges have been proven. If the Governing Board finds that the charges have been proven, it may order a reprimand of the Unit member, a reassignment, a suspension without pay, a demotion or a dismissal. The Governing Board shall announce its decision and the vote of each Governing Board member in public session.

26.10.3 Thereafter, the order shall be served upon the Unit member personally, or by certified mail at his/her last address as shown in the records of the District. After receipt of the order, the Bargaining Unit member may request, within fifteen (15) calendar days, a written statement of the findings. The statement of findings will not be written unless requested by the Bargaining Unit member. Once written, the findings will be placed in the personnel file.

26.11 If, at the conclusion of the hearing, the Governing Board finds the Bargaining Unit member free from guilt, an appropriate statement of innocence may be put into his/her personnel file upon request of the employee.

ARTICLE XXVII: GRIEVANCE PROCEDURE

- 27.1 INFORMAL LEVEL:** It is the intent of the parties to this Agreement that any complaint which might later constitute a grievance be resolved at the earliest practicable stage. Therefore, every effort to resolve such complaints through informal conferences between the parties involved should be made. The grievance at the informal level must commence within ten (10) working days of the time an employee knew, or reasonably should have known, of the occurrence.
- 27.2** A grievance is a complaint alleging that there has been a refusal to apply this Agreement or a misinterpretation or misapplication of the terms of this Agreement.
- 27.3** For the purpose of this procedure, a grievant is an individual employee. A grievance may be instituted by an individual employee, by a group of employees, or by CSEA. Any grievant shall be entitled to a CSEA representative at any stage of the grievance procedure. Nothing herein shall preclude any grievant from filing and processing his/her grievance with the assistance of a representative.
- 27.3.1** In order to facilitate the grievance procedure, the individual grievant or group grievance, will fill out Appendix D entitled, "Grievance Narrative Form" which will describe the nature of the grievance and the remedial action requested by the individual grievant or group. A copy of the grievance will be distributed to the immediate supervisor, CSEA local chapter, and the Human Resource Development Office.
- 27.4** No employee submitting a grievance with the assistance of a representative shall be required or requested at any stage of the grievance procedure to discuss privately with any District manager any aspect of the submitted grievance without presence of such representative.
- 27.5** All reasonable effort should be made to schedule meetings to discuss grievances pursuant to this grievance procedure so as to minimize disruptions of work assignments. The grievant and two CSEA representatives (Field Representative and Job Steward or CSEA Officers -President or Vice President) may attend such meetings with District management without loss of compensation.
- 27.6** No grievance shall be resolved without first affording CSEA an opportunity to review the grievance, all evidence presented, and its proposed solution. If CSEA feels that the District and an individual grievant have settled a grievance in a manner inconsistent with the Agreement, it may provide the District with written notification of its objection, and would not be bound by such settlement in future grievances of a similar character. Nothing herein shall be deemed to preclude the filing of a grievance by an individual employee who is adversely affected by such a settlement.

- 27.7** If it appears that the same grievance or substantially the same grievance has been submitted by more than one employee, the parties shall meet and attempt to agree upon a procedure for the handling of such grievances. If the parties agree that such grievances are sufficiently similar to create a reasonable probability that a resolution of one may produce results that should be equally applicable to all such grievances, the grievances may be consolidated for processing as a single grievance.
- 27.7.1** A Group Grievance may be filed by the Grievance Committee or Executive Board when more than one supervisor and/or grievant are included at the First Level Grievance (or what would otherwise have been a first level grievance).
- 27.7.2** High Level and Group Grievances shall be initiated at the Formal Level III and must be presented within ten (10) working days of the time an employee knew, or reasonably should have known, of the incident or incidents occasioning the grievance or the right to grieve that incident is forfeited.
- 27.7.3** Each of the formal requirements and time limitations stated herein for the processing of grievances shall be strictly adhered to; provided, however, that any such requirements or time limits may be extended or waived by the expressed written agreement of the parties. If the District's authorized representative fails to answer a grievance within the time limits specified in any step of the grievance procedure, the grievant shall have the right to appeal the grievance to the next step of the grievance procedure. Failure by the grievant to appeal a decision within specified time limits shall be deemed as acceptance of the decision, and the grievance is terminated.
- 27.8 FORMAL LEVEL I:** Where a satisfactory resolution has not been reached at the Informal Level (Section 27.1), an aggrieved Unit Member shall present his/her grievance to his/her immediate supervisor in writing utilizing the District's Grievance Narrative Form within ten (10) working days following the informal meeting.
- 27.8.1** The supervisor shall respond within ten (10) working days from receipt of a written grievance his/her response to that grievance. A copy of the written grievance submitted by the employee and a copy of the response of the immediate supervisor shall be given to the grievant, the grievant's representative (if any), and to the President of the Association.
- 27.8.2** Either the Unit Member or the Association, through its Job Steward, Grievance Committee, or Executive Board may, within ten (10) working days from receipt of the supervisor's written response, file a response with the District.
- 27.9 FORMAL LEVEL II:** In the event the grievant is not satisfied with the decision at Formal Level II, he/she may appeal the decision on the appropriate form to the Human Resource Officer within ten (10) working days. This statement shall include a copy of the original grievance and appeal, the decision rendered, and clear, concise statement of the reasons for the appeal.

- A) The Human Resource Officer shall communicate his decision to the grievant within ten (10) working days after receiving the appeal. If the Human Resource Officer does not respond within the time limits, the grievant may appeal to the next level.

27.10 FORMAL LEVEL III: If the grievant is not satisfied with the decision at Formal Level II, or the Human Resource Officer fails to respond within the specified time, the grievant may, within ten (10) working days from the date the Level II decision was, or should have been made, request on the appropriate form for the Superintendent/President or his/her designee to review the decision of the Human Resource Officer and resolve the grievance.

- A) The Superintendent/President or his/her designee shall communicate his decision to the grievant within ten (10) working days after receiving the appeal. If the Superintendent/President does not respond within the time limits, the grievant may appeal to the next level.
- B) Should the Superintendent/President select a designee to review the grievance, the designee will be at the Dean level or above.

27.11 FORMAL LEVEL IV: If the grievant is not satisfied with the decision at Formal Level III, or the Superintendent/President or his/her designee fails to respond within the specified time, the grievant may, within ten (10) working days from the date the Level III decision was, or should have been made, request on the appropriate District form for the Board of Trustees to review the decision of the Superintendent/President or his/her designee and resolve the grievance.

27.11.1 The grievant may elect at this time to request the formation of a fact-finding panel or may request that the Association pursue the grievance before an arbitrator.

- A) The panel shall consist of two (2) members of the Bargaining Unit and two (2) members from the administration and/or other management personnel. The names of five (5) administrators shall be chosen by the District, and the names of five (5) Bargaining Unit members shall be chosen by the grievant. No person shall be chosen by either party who has been involved in the grievance up to this point. The ten (10) names shall be placed on slips of paper in a box and the grievant shall choose slips from the box. The first two (2) names of administrators chosen and Bargaining Unit members (2) will comprise the fact-finding panel.
- B) The function of the panel shall be to review all data related to the grievance and determine if additional relevant facts are available that could be useful in the final determination.

- C) The panel shall, in writing, within fifteen (15) working days submit its findings to the Board of Trustees.
- D) When arbitration is selected, it shall be conducted by an arbitrator selected from a list supplied by the California State Mediation Service. Each party will alternately strike from the list until one (1) name remains. The order of striking shall be determined by lot.
- E) The costs of the compensation to the arbitrator and the reimbursement of the arbitrator's travel and subsistence expenses, as well as the cost of the hearing room, will be equally shared by the parties. All other costs will be borne by the party incurring them.
- F) The arbitrator's decision and/or recommendation shall be submitted to the Board of Trustees prior to the final decision.

27.11.2 The Board of Trustees shall base its decision solely on the written record, unless upon review the Board determines that it wishes to hear additional evidence. If such additional evidence is sought, the Board shall invite, in writing, all parties of interest to participate.

27.11.3 The Board shall inform the grievant, in writing, of its decision within thirty (30) working days after receiving the grievance, or the fact-finding report or the arbitrator's report.

27.11.4 The decision of the Board shall be final.

27.12 For purposes of this Article, a working day is any day in which the central Administration Office is open.

ARTICLE XXVIII: DEFINITIONS

28.1 DEFINITIONS:

28.1.1 Any term defined in Education Code 88000ff, or in Government Code Sections under PERB, and PERB regulations shall apply to this Agreement.

28.1.2 Position classification shall be defined as job title as referenced in Appendix A.

28.1.3 Class shall be defined as listed in Article 15 of this Agreement.

28.2 SCOPE OF REPRESENTATION: The scope of representation is as defined by the appropriate section of the Government Code and the regulations of PERB.

ARTICLE XXIX: REOPENERS

29.1 Negotiations may be reopened at any time to discuss possible changes in health insurance plans (not unit member contributions), after requisite public notice demands of the Government Code have been met.

ARTICLE XXX: RELEASE TIME

30.1 The CSEA chapter president shall be granted one hour per week release time to hold office hours. During this time the chapter president may meet with unit employees or District representatives in regard to employer-employee relations matters. Except in rare instances requiring immediate attention, employer-employee relations matters will only be addressed during the release time. The one hour will be a set time each week. It is understood that release time for the preparation and processing of grievances as defined in Article 25.2.1 is separate from this one hour per week.

30.2 With the approval of the Superintendent/President or designee, an additional hour release time may occasionally be granted if discussions on a particular issue are expected to last longer than the one hour release time. The Superintendent/President or designee may also grant exceptions to discuss administrative concerns as required.

**APPENDIX A
BARSTOW COLLEGE CLASSIFIED SERVICE**

POSITION/TITLE	SALARY RANGE
Accounting Assistant.....	9
Accounting Technician I.....	15
Accounting Technician II.....	18
Administrative Assistant to the VP.....	19
Administrative Secretary.....	16
Admissions & Records Assistant I.....	9
Admissions & Records Assistant II.....	14
Admissions & Records Assistant II/PBX.....	14
Athletic Trainer.....	22
Bookstore Operations Assistant.....	12
Computer Lab Technician.....	15
Custodian.....	8
Disabled Student Services Technician.....	13
EOPS Special Services Technician.....	19
EOPS Specialist/Program Assistant.....	19
Financial Aid Officer.....	23
Financial Aid Technician.....	15
Fort Irwin Program Specialist.....	18
Grounds Maintenance/Utility Worker.....	8
Grounds Maintenance Worker.....	9
Institutional Technology Specialist.....	25
Instruction Office Technician.....	16
Instructional Assistant-Science Department.....	15
Library Assistant.....	14
Library/Instructional Media Technician.....	17
Library Technician.....	16
Maintenance & Operations Technician.....	13
MIS Specialist.....	26
MIS Technician.....	16
On-Line Course Specialist.....	16
Payroll Technician.....	15
Secretary.....	11
Skilled Maintenance Worker.....	19
Transfer/Career Center Assistant.....	15
Tutorial Services Technician.....	14
Web Services Specialist.....	14

APPENDIX E RECLASSIFICATION

- 1) District will submit a list of at least *four* agencies, but no more than ten, to CSEA. CSEA will reduce this list to *two*, and the district will make the final selection.
- 2) District will notify CSEA of the final selection within ten working days after District receives CSEA's list of *two* agencies.
- 3) Agency will do a study every five years.
- 4) Agency will: a) review existing job descriptions and classifications for needed revisions and/or clarifications; b) recommend evaluation procedures, processes, and criteria which shall be reviewed by the District and CSEA for inclusion in the contract with or without modification; c) present training program and conduct additional training when requested in the future; d) review reclassification system in five years; e) review existing salary schedule for consistency between steps and ranges.
- 5) CSEA and District will mutually agree on definition of study parameters.
- 6) If a unit member or supervisor believes there has been a gradual accretion of duties, a reclassification request may be submitted during a window in every other year after the agency completes its task.
- 7) Reclassification reviews other than described in (6) above will only occur under the following situations: a) a new position is created; b) department reorganization; c) when a vacancy occurs a supervisor may request a reclassification only if it can be completed and have board approval within 60 days of the initial vacancy date. Any exception must be mutually agreed by the District and CSEA in advance of the sixty day deadline.
- 8) Once the selected agency begins a review of a classification(s), neither the District nor CSEA will contact the agency for the purpose of discussing the merits of a reclassification recommendation.
- 9) Members chosen for the Evaluation committee will be expected to serve on that committee for at least a period of two years. The terms will be staggered so there will always be trained members on the committee. The committee will be comprised of four (4) members appointed by CSEA, and four (4) members appointed by the District. Committee members cannot be members of the respective negotiation teams.
- 10) The appeals committee will be eliminated from the internal reclassification review process. An appeal by either the District or CSEA may only be based on a procedural error, and will be referred back to the Evaluation committee for review.
- 11) The selection of the outside agency will begin within one year from the time the contract is ratified. Once the selected agency completes their tasks, the recommendations will be implemented within three months unless extenuating circumstances would warrant a delay. Any such delay would require the mutual agreement of the District and CSEA.