# CSEA

# CONTRACT

**JANUARY 1, 2026 – DECEMBER 31, 2028**

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Between Marin Community College District and The California School Employees Association
CHAPTER **196**

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## AGREEMENT

This Agreement entered into this 21st day of **April** of the year 2026 by and between the **MARIN COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as "**District,**" and **CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION** and its **Chapter #196**, hereinafter referred to as "**CSEA**".

## ARTICLE 1

RECOGNITION

**1.** The District recognizes CSEA as exclusive representative for the employees in the office-clerical and technical/quasi-professional unit excluding all confidential employees, skilled trades and operations employees, supervisory employees, and management employees. CSEA acknowledges that the determining of management, confidential or supervisory positions are within the purview of the District. The District will send copies of any new job description deemed management, confidential or supervisory to the CSEA Chapter President or designee, at least one (1) week prior to the first Board of Trustees meeting where it is on the agenda. Disputed cases, if not resolved informally between the parties, may be submitted to PERB for resolution.

**2.** The Unit consists of employees in the classifications shown in the attached Salary Schedules including Human Resources Technician, and excluding positions within classifications which have been designated as confidential.

**3.** This Agreement applies only to employees in the above-described representation unit.

**4.** The Unit as recognized by the District may be modified by (1) mutual agreement of the parties or (2) by decision rendered by the Public Employment Relations Board on any contested positions.

**5.** The District shall provide, upon request, CSEA with a list of individuals performing CSEA bargaining unit work including but not limited to temporary/short term positions throughout the District to ensure compliance with the Education Code.

## ARTICLE 2

ASSOCIATION RIGHTS

**1.** The CSEA shall have the right of access at reasonable times to areas in which employees work provided such access does not interfere with the normal work process.

**2.** The District agrees to provide release time to designated members of the bargaining unit to participate in negotiations and the processing of grievances as required by the EERA. Further, the District will provide release time of no more than sixteen (16) hours a month in total for members of the unit, designated by the Association for labor relations activities (other than grievance administration and negotiations). Any additional release time will be provided upon mutual agreement of CSEA and Human Resources.

**3.** The District agrees to provide release time of a total of forty-eight (48) hours per year. This will be used by CSEA members who are appointed to State CSEA Committees to attend State Committee meetings. This Section 3 does not affect provisions of Section 2 above.

**4.** Up to a maximum of two (2) CSEA chapter delegates shall be granted release time to attend the CSEA annual conference, not to exceed five (5) working days per delegate.

**5.** The District authorizes the Association to use without charge bulletin board space on bulletin boards located in the mail room at each site for the purpose of posting CSEA notices and communications.

**6.** The Association shall have the right to use, without charge, District mailboxes and the phone system for inter-district communication to employees.

**7.** The Association may use school facilities, when not otherwise used for educational purposes, without charge, for CSEA meetings. The Association agrees to leave such facilities in the same condition as the facility was in prior to the meeting.

**8.** The District shall furnish to the Association upon request, non-confidential information related to wages, hours or other terms and conditions of employment which are relevant to the Association to fulfill its duties and obligations as the exclusive representative of bargaining unit members covered by this Agreement. Such information shall include salary data, budget documents, and seniority lists. The District will advise the Association of any costs related to the compilation and reproduction of the data in advance.

**9.** Bargaining unit members shall provide the District with their current mailing address and shall notify the District in writing within thirty (30) days of each change of address. Said notice shall be on a District form. Copies shall be provided to the Association.

**10.** The Association may provide information about the CSEA to be distributed to new employees by Human Resources. The Association shall be responsible for duplicating these materials.

**11.** The Association President shall receive a copy of the Board agenda.

**12.** The District shall provide one electronic read/write version of the contract to the CSEA chapter president. The District shall provide twelve (12) printed copies of this contract to CSEA. The District shall make available an electronic version of this contract on the District website.

**13.** The District shall provide CSEA with a storage cabinet to be used exclusively for CSEA business. CSEA shall have sole responsibility for the cabinet and its contents. The District shall have no responsibility or liability for loss, damage, or destruction of the cabinet or its contents.

**14.** In the course of the District/Union collective bargaining agreement (successor and reopener) negotiations, Labor Management Committee meetings, contractually-designated committee meetings (Reclassification Committee, Safety Committee), disciplinary meetings, and in response to requests for necessary and relevant information, the District and CSEA shall not knowingly make a false statement of material fact or law. This term is not subject to the grievance provision. In the event that either party believes that the other has violated this provision, they may request a meeting to discuss the violation.

**15.** **Employee Onboarding (Gov. Code §§ 3555-3559)**

This section implements the terms of Government Code sections 3555-3559. The Parties acknowledge that this section fully complies with and exhausts the Parties' obligation to negotiate pursuant to Government Code Section 3557.

**a.** DISTRICT NOTICE TO CSEA OF NEW HIRES

i. Provide CSEA With Notice of New Hires: The District shall provide the CSEA Labor Relations Representative and the CSEA COM #196 Chapter President notice of any newly-hired classified employee within ten (10) business days via electronic mail. The notice shall contain the following information:

- Employee name
- Date of hire
- Job title
- Department
- Work location
- Work, home, and personal cellular telephone numbers on file with the District
- Personal email addresses on file with the District
- Home address

ii. Definition of Newly Hired Employee: "Newly hired employee" or "new hire" means any employee, whether permanent, full time, part time, hired by the District into the classified service, to a classification within the bargaining unit for which CSEA is recognized as the exclusively recognized employee organization. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by CSEA.

**b.** EMPLOYEE INFORMATION

i. On the last workday of each month, the District shall provide to CSEA, via a mutually agreeable secure FTP site or service, the name and the following contact information for the new hires. This information shall be provided to CSEA even if the newly hired employee was previously employed by the District, separated from service, and is now

returning to service with the District.

ii. The information shall include the following items, with each field in its own column:

a) First Name;
b) Middle initial;
c) Last name;
d) Suffix (e.g. Jr., III);
e) Job Title;
f) Department;
g) Primary worksite name;
h) Work telephone number;
i) Home Street address (incl. apartment #);
j) City;
k) State;
l) ZIP Code (5 or 9 digits);
m) Home telephone number (10 digits);
n) Personal cellular telephone number (10 digits) if provided to employer;
o) Personal email address of the employee if provided to employer;
p) District Employee ID;
q) Hire date.

iii. On or before the last day of January, May, and September, the District shall electronically send CSEA a complete list of all current classified bargaining unit members. If any of these dates happen to fall on a weekend, the next working day after the date will be used. The list shall contain the information set forth above in section (ii).

**c.** NEW EMPLOYEE ORIENTATION

i. Definition of New Employee Orientation: "New employee orientation" means the onboarding process of a newly-hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.

ii. New Employee Orientations

a) The District shall provide CSEA mandatory access to its new employee orientations. CSEA shall receive not less than ten (10) days' notice of the time, date, and location of a new employee orientation in advance of the new employee orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable. As an alternative to the ten (10) days' notice, the Parties may establish an annual schedule for such new employee orientations.

b) In the event the District conducts group orientations, CSEA will be given thirty (30) minutes at the end of each new employee orientation meeting to present union membership information to employees in CSEA's bargaining unit. No

more than two (2) representatives of CSEA may present the information to the employees.

c) In the event the District conducts one-on-one orientations, CSEA shall have thirty (30) minutes of paid release time, plus travel time as needed, for one (1) CSEA representative to conduct the orientation session. The CSEA Labor Relations Representative may also attend the orientation session.

iii. The District will provide reasonable release time as specified herein for CSEA representatives who are District employees to conduct the new employee orientation, unless unusual operational needs interfere with the release of the employee. In this case, the District will provide CSEA and the employee with a written explanation of why the employee could not be released for that particular orientation. An employee who is released to conduct the orientation may attend and travel to and from the orientation on work time if the employee is regularly scheduled to work during that time. Said release time shall be counted against the total release time contained elsewhere in the collective bargaining agreement.

iv. The purpose of the CSEA portion of the new employee orientation meeting will be to discuss the rights and obligations created by the governing CBA, the role of representation, and to answer any questions. Management representatives shall excuse themselves and not be present during the CSEA portion of the orientation.

**d.** GRIEVANCE AND ARBITRATION PROCEDURE

Any alleged violation, misinterpretation, or misapplication of the terms of this Agreement shall be subject to the grievance provisions of Article 16 Grievance Procedure, except as follows for the purposes of this section on employee onboarding:

i. Definition of a “Grievant”: The “Grievant” shall only be CSEA and its College of Marin Chapter #196. No single employee or group of employees may grieve this agreement, unless they are authorized representatives of CSEA and its College of Marin Chapter #196 and grieving on behalf of the union. This provision shall supersede Article16 section 1b. Definitions of the collective bargaining agreement.

ii. The grievance procedure shall commence at the Formal Level III of Article 16 Grievance Procedure.

## ARTICLE 3

DISTRICT RIGHTS

1. All matters not specifically enumerated in this Agreement are reserved to the District as provided by law.
2. In the event of an emergency, the District shall have the right to rescind that portion of this Agreement directly related to the nature of the emergency. The District shall provide notice to CSEA of its decision to rescind any portion of this Agreement within 24 hours. "Emergency" as used in this Article is limited to sudden unforeseen happenings which require action to correct and/or protect lives and/or property that would prevent the normal functioning of the school district pursuant to this Agreement. If the District desires to continue its rescission of the article(s) beyond thirty (30) calendar days, it shall provide CSEA notice and the parties shall negotiate the continuance of the suspension of the rescinded article(s).
3. It is understood and agreed that the District retains all of their powers and authority to direct and control to the full extent of the law. Included in but not limited to those duties and powers are the rights to: direct the work of its employees; determine the method, means, and services to be provided; establish the educational philosophy and goals and objectives; insure the rights and educational opportunities of students; determine the staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of the district operation: determine the curriculum; build, move or modify facilities; develop and implement budget procedures; and determine the methods of raising revenue. In addition, the District retains the right to hire, assign, evaluate, promote, terminate and discipline employees except as limited by specific provisions of this Agreement.

   The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms and in conformance with the law.

   The District will amend its written policies and procedures and take such other action by Resolution or otherwise as may be necessary to give full force and effect to the provisions of this Agreement.

   The District will establish and implement administrative regulations which are consistent with the law.
4. The District's rights as stated above shall not be construed or interpreted to be a waiver of CSEA's right to negotiate all mandatory subjects of bargaining as established by the Educational Employment Relations Act and as determined by the Public Employment Relations Board.
5. In the course of the District/Union collective bargaining agreement (successor and reopener) negotiations, Labor Management Committee meetings, contractually-designated committee meetings (Reclassification Committee, Safety Committee), disciplinary meetings, and in response to requests for necessary and relevant information, the District and CSEA shall not knowingly make a false statement of material fact or law. This term is not subject to the grievance provision. In the event that either party believes that the other has violated this provision, they may request a meeting to discuss the violation.

## ARTICLE 4

DUES AND REPRESENTATION

**1. Employee Rights**

**a.** The District and CSEA recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal, alternative right of employees to refuse to form, join and participate in employee organizations. Neither Party shall discriminate against an employee in the exercise of these alternative rights.

**b.** Accordingly, membership in CSEA shall not be compulsory. A unit member has the right to choose to become a member of CSEA

**c.** Employee requests to cancel dues deductions shall be directed to CSEA.

**2. Payment Method**

**a.** A unit member may voluntarily sign and deliver to CSEA a written authorization to deduct the properly established dues. Upon receipt of a monthly notice from CSEA, the District will deduct from the pay of unit members and pay to CSEA the normal and regular monthly representation/service fee.

**b.** There shall be no charge to CSEA for dues deductions.

**c.** The District shall rely on information provided by CSEA regarding authorizations for dues deductions. CSEA shall hold the District harmless and indemnify the District for claims made by employees for deductions made, or not made, in reliance on that information.

**d.** The District is under no obligation to make payroll deductions for periods during which a unit member is either terminated from employment or not on the District's payroll for any reason, including, but not limited to, layoff and voluntary leave of absence for more than thirty (30) days.

**e.** Upon the rehiring of any unit member, or upon the recalling of a unit member from layoff status, the District will treat such unit member as a new unit member for purposes of this Article.

**3. Hold Harmless and Indemnity Provision**

**a.** CSEA as defined in this Agreement shall hold the District harmless, and shall fully and promptly reimburse the District for any fees, costs, charges or penalties incurred in responding to or defending against any claims, disputes, challenges, which are actually brought, against the District or any of its agents, in connection with the administration or enforcement of any Section in this Agreement pertaining to dues. Such reimbursement shall include, but not be limited to, court costs, litigation expense, and attorney's fees incurred by the District.

**b.** Upon notice that the District is going to seek indemnification or to be held harmless under this provision, CSEA shall have the right to meet with the District regarding the reasonableness

and merit of any claim, demand, suit or action for which the District seeks indemnification, and shall attempt to agree whether any such action shall be compromised, resisted, defended, tried, or appealed.

**c.** In determining whether or not such action shall be compromised, resisted, defended, tried or appealed, the District will defer to CSEA's interests if the District does not have a distinct and separate legal interest in the disputed matter.

**d.** The District shall not be entitled to be reimbursed for any costs for which CSEA was not properly notified and provided the opportunity to discuss as set forth herein; nor will the District be entitled to any reimbursement when the District's efforts in defending against such action would be duplicative, or when the District does not have a separate and distinct interest to defend.

## ARTICLE 5

EVALUATION

**1. Introduction**

The purpose of evaluation is to acknowledge and support employee performance. These procedures are designed to ensure that:

a. a collaborative and constructive process is established;
b. there is continuity between evaluation cycles;
c. guidance is integral to the process;
d. due process is followed.

Evaluators will be trained the year of hire and then subsequently when changes are made the Evaluation section of the contract.

**2.** Human Resources will provide all new employees with a copy of the evaluation procedures.

**3.** The employees shall be evaluated (Attachment A) by an immediate supervisor who shall not be in the CSEA bargaining unit, designated by the Superintendent/President. The supervisor shall be an individual with knowledge of the employee's duties, responsibilities and performance. The supervisor shall review the evaluation with the appropriate manager, who will have final approval authority.

**4. Probationary Employees.** Probationary employees shall be evaluated at least twice during the probationary period with the first evaluation being no later than four (4) months after hire, if the employee has not been terminated prior to that time.

**5. Permanent Employees**

a. Permanent employees shall be evaluated formally at least once every two years unless one or more situations warrant additional evaluation, including but not limited to:
   - a new assignment or significant change in the job;
   - an unsatisfactory evaluation in the previous cycle;
   - significant improvement in job performance;
   - a decline in performance since the last evaluation; or
   - a reasonable request from the employee.

b. Evaluations will be due one month prior to the anniversary date of each permanent employee. When an employee moves into a new position, the annual evaluation will be based upon the anniversary date of the new position and not the original hire date.

**6. Evaluation Procedure**

a. The evaluator shall notify the employee of the evaluation date one month prior to the evaluation due date.

b. Either the evaluator or employee may request a pre-evaluation meeting as needed to review 1) evaluation procedures and instruments; 2) expectations for the year; and/or 3) any areas of mutual concern.

c. The employee may submit any data/portfolio with work samples or other documentation to be reviewed by the evaluator. The evaluator may include this documentation in the written evaluation in the evaluator's sole discretion.

d. The evaluator may use appropriate input from other individuals familiar with the employee's work. In the case of an employee with multiple job sites, the evaluator shall contact the other supervisors of the employee for their input.

e. Both scheduled and unscheduled observations of the employee's work may be part of the evaluation process.

f. The evaluation form is to be signed by the employee and evaluator with a copy provided to each. The employee's signature signifies having seen and discussed the evaluation report, but does not necessarily signify agreement with the evaluation report.

g. The employee may submit a written response to the evaluation report within ten (10) work days, if desired. A copy of the evaluation and any response shall be placed in the employee's personnel file.

h. An employee has the right to bargaining unit representation in any phase of the evaluation process.

## 7. Procedures in the Event of an Unsatisfactory Evaluation

a. When an employee's evaluation is unsatisfactory, the evaluator will make specific recommendations for improvement through a performance improvement plan.

b. The performance improvement plan shall include: 1) a description of difficulties in meeting performance standards or established goals; 2) a statement of immediate actions the employee will take to overcome those difficulties; 3) any suggestions for available sources of assistance; and 4) a specific timeline of actions for the employee to complete. The performance improvement plan shall be signed by the employee and evaluator.

c. At the time of evaluation, a timeline will be set for expected improvement. Following the timeline, the employee will be reevaluated.

## 8. Due Process

Due process is an integral part of the evaluation system. It is provided as follows:

a. Employees are informed about the system and procedures through availability of the procedures and forms, and through conferences (group and individual) as requested.

b. Employees are given copies of procedures and forms.

c. Employees have the opportunity to file a written response to the formal evaluation within ten (10) working days of the evaluation. If an employee requests, in writing, additional clarification of the

evaluation, the supervisor will respond, in writing, within ten (10) working days.

d. Employees have access to their personnel file as provided in the contract.

e. Employees have the right to bargaining unit representation in any phase of the process.

**9. <u>Definition of Probationary Period and Permanent Status</u>**

a. The probationary period of members of the classified service shall be six (6) months or 130 days, whichever is longer, of paid service which shall be deemed to include vacation, holidays, and days of absence for illness or injury to which the employee is entitled without loss of pay pursuant to the requirements and authority of Section 88191 of the Education Code.

b. Members who are promoted to higher classifications shall serve a new thirty (30) work day probationary period in that classification, unless the probationary period is extended for an additional thirty (30) work days. *See also* Article 12, Promotions/Transfers.

c. Any permanent employee who has changed classification from the original classification in which they achieved permanence prior to the effective date of this contract shall not lose any seniority in previous classifications served.

d. Any uncompensated leave taken in a probationary period shall automatically extend the probationary period one (1) additional day for each day of uncompensated leave. In addition, scheduled off-duty periods of less-than-12-month employees shall not be considered part of the probationary period.

e. During the probationary period, any employee in the classified service shall be subject to disciplinary action including termination any time, without a statement of cause, and shall not have the right to a hearing or appeal with respect thereto. If the District makes public the cause for the termination, and it is a stigmatizing charge as the term is understood by law, which the employee denies, then the probationary employee shall have a right to a hearing conducted according to Article 13.5 Alternative Hearing, for the purpose of clearing the employee's name only.

f. Upon completion of the designated probationary period by a member of the classified service, such person is hereby designated as a permanent employee who shall be subject to disciplinary action only for cause as prescribed in these Regulations and Rules. Supervisors are encouraged to use progressive disciplinary steps (i.e., reprimand, suspension, termination) unless the violations are extremely serious.

## ARTICLE 6

HOURS OF EMPLOYMENT

### 1. Flexibility in Hours of Employment and Work Location

CSEA and the District agree that flexibility in scheduling and work location, when appropriate based on numerous factors, offers significant advantages for employees and the District. The District will consider flexible schedule and remote work arrangements on a case-by-case basis.

Nothing in this Article will prohibit the District from transitioning from in-person to remote work, nor from remote work to in-person, during an emergency without following the processes set forth in this Article.

a. **Relevant Factors to Consider.** Remote work arrangements and flexible work schedules must account for, and may be denied by the District based upon:

   i. Operational needs of the department, work area (such as building, floor, office suite, etc.), and District, including but not limited to: job duties; student needs; student success goals; supervision; ensuring all staff are in-person together for some time to facilitate interaction; effective communication; ensuring there is a presence of people in an area across times of day; closing offices for certain days; staffing needs; safety and wellness; and other relevant factors

   ii. Academic calendar and instructional/non-instructional days

   iii. Considerations related to building and maintaining community

   iv. Nature of the employee's job

   v. Type of service

   vi. Availability and cost of necessary equipment to work remotely

   vii. Employee's current and past job performance, including attendance and disciplinary record

   viii. Impact to the department, division, and/or District

   ix. Other job-related considerations deemed necessary and appropriate by the supervisor, area Vice President, or Human Resources

b. **Parameters.** Remote work arrangements and flexible work schedules:

   i. Must be approved prior to the commencement of such an arrangement.
   ii. Are only available to employees who meet all eligibility requirements.
   iii. Will be approved indefinitely unless an end date or limited term is specified. However, remote work schedules must be adjusted as needed to remain within the maximum 40% remote work during the summer schedule.
   iv. Cannot include scheduled overtime or any additional pay that would be required by law or the collective bargaining agreement.
   v. Cannot include transit/commute time to/from the work place even if the employee is remote before/after the transit time.
   vi. An employee's failure to comply with terms of any flexible schedule or remote work arrangement may result in modification or termination of the flexible schedule/remote work arrangement, and/or disciplinary action, up to and including termination of employment.

c. **Termination**

i. Upon the start of a remote work or flexible schedule arrangement, it will be subject to a trial period of one month, during which time the manager may terminate the arrangement upon two days' notice.
ii. After the trial period, may be discontinued by the manager or employee with two weeks' notice unless circumstances warrant termination on a shorter timeframe.
iii. Will terminate immediately if the employee is no longer eligible for the arrangement, such as due to disciplinary action, performance concerns, or classification/position eligibility changes.
iv. If a flexible work schedule or remote work arrangement is terminated, the employee must reapply to begin a new arrangement, subject to all eligibility requirements.

**2. <u>Work Week</u>**

The work week for full-time members of the unit shall normally consist of five (5) consecutive days, followed by two (2) consecutive days off, unless the employee requests and is approved to work a compressed work week (e.g., full-time work over four (4) work days per week), in which case the employee will have at least two (2) consecutive days off. Full-time employment is defined as thirty-seven and one-half (37.5) hours per week, seven and one-half (7.5) hours per day. Part-time employment is defined as anything less than thirty-seven and one-half (37.5) hours per week, and anything less than seven and one-half (7.5) hours per day. As described in this Article the specific work days and work hours shall be designated by the District for each classified assignment. No advanced notice is required when an individual changes hours solely as a result of promotion, demotion, or transfer.

a. Employees hired on a Monday through Friday schedule shall remain on a Monday through Friday schedule unless the District complies with the following procedure:
   i. The District will notify CSEA of its plan to change staffing from a Monday through Friday schedule to a different schedule.
   ii. The supervisor will hold a meeting of employees from the department in the impacted classification, with CSEA invited, to explain the District's reason for changing staffing from a Monday through Friday schedule to a different schedule, and hear input from employees on the change.
   iii. The supervisor will seek volunteers from the department in the impacted classification to change their schedule.
   iv. The District will assign the non-Monday through Friday schedule to the volunteer unless it has a business or educational reason not to, including but not limited to the volunteer having performance concerns or an unsatisfactory evaluation.
   v. If the District does not assign the non-Monday through Friday schedule to the volunteer or no one volunteers, the District will assign the non-Monday through Friday schedule to the least-senior employee in the impacted classification.
   vi. Assigning a volunteer or the least-senior person to a non-Monday through Friday schedule may require changes to work hours for employees who remain on a Monday through Friday schedule. The District will change the work hours for impacted employees in accordance with the terms of this Article.
b. The beginning and ending work times for all unit members may be changed by thirty (30) minutes or less by giving the affected employee at least ten (10) work days advance notice. This advance notice may be reduced in special circumstances if agreed to by CSEA and the affected employee. Other changes in the days and hours worked, except those in subsections d. through f. below shall be subject to negotiation between the District and CSEA.

c. The beginning and ending work times of up to ten percent (10%) of unit members (exclusive of the employees in classifications addressed in sections c through e below) may be adjusted by one (1) hour maximum for each term (August to December; January to May; June to August), with thirty (30) District work days advance notice to the affected employees and CSEA. For changes greater than thirty (30) minutes, the District shall first seek volunteers from employees within the department and the job classification for such hour change. The District will assign the hour change to a volunteer unless it has a business or educational reason not to, including but not limited to the volunteer having performance concerns or an unsatisfactory evaluation. If the District does not assign the hours to the volunteer or no one volunteers, the employee(s) in the classification with the least seniority shall be selected. Where the District plans to move an employee's hours for consecutive terms, the District may offer the employee the option for the complete schedule change to take place at the start of the first term.

d. Unit members in instructional-related classifications shall have hours and days adjusted according to class schedules, enrollment and instructional need as determined by the District. Unit members in instructional-related classifications shall be notified of tentative schedule changes no later than thirty (30) calendar days before the beginning of the semester or summer term. Said schedule cannot change during a given semester after the first two (2) weeks of the semester/summer term. The intent of this language is not to allow reduction in assigned time.

e. The Performing Arts classifications, and positions that regularly support events and facilities rentals, may be required to work overtime to provide coverage for performances, events, or rentals if the employee receives two weeks' or more advanced notice. If the employee receives less than two weeks' notice, overtime shall be optional. For either mandatory or optional overtime, upon agreement by the employee and supervisor, the employee's work hours may be flexed not to exceed 7.5 hours for that day to cover the performance, event, or rental. In setting regular schedules for these classifications, the District shall follow the procedures in this Article. The intent of this language is not to allow a reduction in assigned time.

f. Unit members in the Enrollment Services and Fiscal Services may have hours temporarily adjusted during the peak period around the start of each semester, or during an emergency (a situation that the District could not have reasonably foreseen or an immediate resignation of an incumbent). A schedule cannot be changed by more than four (4) hours beyond the present schedule. The intent is not to allow a reduction in assigned time.

i. **Procedure**

A. The District shall ask for volunteer(s) from the group of incumbents and shall assign based on skill. If there are no volunteers the District shall adjust an incumbent's schedule based on seniority/skills beginning with the least senior in the Enrollment Services and Fiscal Services areas.

B. An employee assigned to the "night" shift as described in 2.f. above shall receive $100 per shift or $800 per pay period, whichever is less.

C. The employee will be assigned to the 'night' shift for no more than one (1) month, at which time the procedure for assignment begins again.

ii. **Shifts**

The regular 7.5 hour day shift will be scheduled between the hours of 7:00 am and 6:00 pm.

The regular 7.5 hour night shift will be scheduled between the hours of 11:00 am and 9:00 pm.

3. **Work Day**

a. The length of the work day shall be designated by the District for each classified assignment . Each bargaining unit employee shall be assigned a fixed, regular and ascertainable minimum number of hours.

b. Employees may request to shift the beginning and ending times of their workdays (scheduling of hours), or their days of work (scheduling of days), by submitting the appropriate form (Attachment B) to their direct supervisor. The supervisor shall have the authority to approve or deny the request, based on District operational needs and other factors, requirements, and parameters set forth in this Article. Within ten (10) work days, copies of the approval/denial shall be distributed by the supervisor to the employee, CSEA and the District.

c. Part-time employees shall have their work days and hours assigned to them by their supervisor.

d. Any reduction in assigned time shall be accomplished in accordance with provisions of the law, PERB decisions and the District's duty to bargain.

e. A part-time employee who works a minimum of thirty (30) minutes per day in excess of their part-time assignment for a period of twenty (20) consecutive working days or more shall have their fringe benefit cost prorated for the longer work day.

4. **Flexible Work Week Schedule**

All full-time unit members are accountable for working their 37.5 hours per week. Unit members in some classifications may request a flexible schedule within the parameters set by this Article, the District, and their supervisor. At all times, the District retains the right to set unit members' schedules based on operational needs pursuant to this Article and applicable law. **See Attachment L** (Flexible Work Schedule Request Process and Form).

a. **Options Available:**

i. **Staggered hours in a fixed schedule (different start/end times across week)**. Employees establish starting and ending times that differ, but keep the same number of hours each day. E.g., Monday-Wednesday 9:30-6:00; Thursday-Friday 7:00-3:30.

ii. **Variable day** (different hours/day). Employees work a consistent schedule with a different number of hours each day of the week for a set total number of hours within the week. Manager and employee must ensure this option does not include any overtime. E.g., Monday and Wednesday, 9 hours; Tuesday, 8.5 hours; Thursday and Friday, 5.5 hours (plus ½ hour or one hour lunch).

iii. **Split shift** (at employee request only). Employees have a longer scheduled break during their shift. E.g., Monday-Friday, 8-12, 4-7:30. A manager may not require a split shift without prior approval from Human Resources.

iv. **Compressed work week.** Employee works fewer days, with more hours per day. E.g., Tuesday-Friday, 9.375 hours/day (plus ½ hour or one hour lunch); or nine consecutive workdays 8.333 hours/day (plus ½ hour or one hour lunch), followed by the tenth day off.

b. **Overtime**. Overtime will depend on the unit member's work schedule. Overtime is defined as any time worked in excess of thirty-seven and one half (37.5) hours per week, or in excess of an employee's regularly-scheduled shift in one (1) day unless the employee had supervisor approval to increase hours in one day to account for a holiday on another day in the week. Employees may not work overtime without advanced approval by their supervisor in writing. No flexible work arrangement may be set with recurring overtime as part of the arrangement.

c. **Leave/Vacation.** If a unit member takes leave or vacation during scheduled work time, the same number of hours will be deducted from applicable leave balances.

d. **Holidays.** A holiday counts for up to 7.5 hours of work. If a unit member's regularly scheduled shift on a holiday is more than 7.5 hours, the unit member must use leave time for the additional hours or, with supervisor approval, may work additional hours on another day in that week to make up the additional hours.

e. **Course Attendance.** An employee may request a flexible schedule to attend course(s) at an accredited institution of higher learning. Such request will be made on the "Classified (CSEA) Employee Request For Approval Of Course Attendance" (Attachment C). This request shall be submitted to the appropriate District manager for recommendation to the Cabinet. The Cabinet will approve/deny the request. Employee must receive approval prior to altering work schedule. If the request is approved the hours worked per day will be altered to accommodate the employee's schedule to attend said course(s). Should such a schedule require an employee to work beyond a seven and one-half (7.5) hour work day, the employee shall waive any claim to overtime on each day such schedule is arranged. The parties acknowledge that the appropriate District manager's recommendation and the Cabinet's approval/denial will be based on the District service needs. If the employee's request is denied, the reason(s) related to the District service needs shall be set forth in writing to the employee.

5. **Remote Work Arrangements:**

a. **In-State Employment.** As a California public community college, the District's business operations almost exclusively reside within California. Employees shall not perform District-related work outside of California. Exceptions to this prohibition are limited to approved and documented purposes for conducting District business in a region outside of California, such as limited term business travel to attend a conference. Any exception must be approved in writing in advance by Human Resources and the area Vice President. A remote work arrangement outside of California, in and of itself, is not a purpose for conducting business out of the state.

b. **Remote Work Agreement.** The Parties agree that certain positions may with agreement between the employee and their immediate supervisor be allowed to have a work schedule that includes telecommuting, subject to the terms and conditions of this Article, Attachment I, and applicable District policies and procedures.

c. **Remote Work Arrangement Approval Process.**

i. Eligible employees wishing to participate in a telecommute schedule shall request such an arrangement following the process in Attachment I.

ii. If the employee's request is denied, upon request by the employee, the supervisor shall provide the employee an explanation as to why the request was denied. A decision to deny a request to work remotely is not subject to the grievance Article.

iii. Employees and supervisors shall review remote work arrangements regularly to ensure the arrangement continues to meet operational needs and requirements, and fits within collective bargaining parameters.

d. **Remote Work Restrictions.**

i. Remote work cannot exceed a maximum of 40% of an employee's work time in any one week period. For part-time employees, 40% of their work time is based on their time for the position FTE, and not based on a full-time schedule.

ii. Remote work is not available for Classified Professional Learning Day(s). Flex Week, nor the first two instructional weeks of any Fall or Spring semester.

iii. Employees must attend meetings, trainings, and events in-person as necessary, or as directed by their supervisor, even if those meetings occur during an employee's regularly-scheduled remote work time.

iv. Employees must be available to report to the on-campus work space within 24 hours. In connection with an emergency, employees may be required to report to work immediately.

e. **Classification/Position Eligibility for Remote Work.** Employees in classifications/positions that meet the following criteria may request a remote work arrangement if they also meet the individual employee criteria listed below:

i. Work can be accomplished independently with limited direct supervision.

ii. Work does not require frequent face-to-face contact with students, supervisors, staff, faculty, or the public on the College's campuses or at another work site.

iii. Work does not require access to equipment, materials, or information that can only be accessed while on-campus or at a District facility.

iv. Work does not need to be conducted on-campus or at a District facility because of security, logistical, or other business-related reasons.

f. **Individual Employee Eligibility for Remote Work.** Employees in classifications/positions that are eligible for remote work who also meet the following criteria may request a remote work arrangement:

i. Permanent unit member

ii. No disciplinary action of a letter of reprimand or suspension in the prior 12 months (counted from the date of the letter of reprimand or the date the suspension is served)

iii. Not subject to a written performance improvement plan in the prior 12 months (counted from the first day of implementation of the performance improvement plan)

iv. Not on an approved leave of absence

v. Able to work independently and efficiently

vi. Consistently high levels of productivity

vii. Strong problem-solving capabilities

viii. Strong organizational skills

ix. Effective communication skills

x. Able to work within timelines and meet deadlines

xi. Have ongoing access to an appropriate work environment

A. All work must be completed in a space that is appropriate for the type of work being done. The space generally should be private so that others cannot overhear confidential communication or view screens/papers with confidential information.

B. The employee must have a stable, non-public internet connection with sufficient bandwidth to participate in video meetings and other regular activities.

g. **Ongoing Standards for Remote Work.** Employees working remotely must:

i. Continue to meet all performance standards related to individual employee eligibility to work remotely.

ii. Be readily-available using all technology designated by the District for this purpose, such as Microsoft Teams, email, Zoom, telephone software, videoconference software, and instant messaging software.

iii. Be accessible and responsive in the same manner as if they were working at their on-site workplace, regardless of the remote work location.

iv. Be in an on-duty status when working remotely, and have the resources necessary to perform their job and concentrate on job duties without undue interruption.

v. Ensure their District calendar is up to date and that others have appropriate access to view their availability in order to work effectively with the team and supervisor.

vi. Work all scheduled work hours.

vii. Ensure that time worked when remote aligns with leave reports.

viii. Not work any overtime without advanced approval from their supervisor, in writing.

ix. Not work remotely during a time they are scheduled to work on-site. Not work remotely in lieu of using sick leave, personal necessity, nor any other leave.

x. Upon the supervisor's request, each week that includes time spent working remotely, send a summary of tasks performed during their remote work.

xi. Comply with all obligations, responsibilities, codes of conduct, laws, policies, procedures, and terms and conditions of employment in the same manner and form during remote work as if the employee were working on-campus, unless otherwise specifically addressed in this Article or the Remote Work Agreement.

xii. Take reasonable and prudent measures to ensure the security of confidential District information and prevent its loss or unauthorized disclosure. Any breach of confidential information by the employee may result in modification or termination of remote work arrangements, and/or disciplinary action, up to and including termination of employment.

xiii. Comply with all equipment and information security requirements outlined in this Article, Information Technology Department protocols, and District policies and procedures.

xiv. Comply with workplace safety requirements, including:

A. Furnish and maintain their remote work location in a safe manner consistent with District, State, and federal safety regulations.

B. Report any job-related accident/illness during remote work hours to the immediate supervisor and Human Resources no later than 24 hours after the accident/illness.

C. Employees must complete risk management or safe workspace trainings as assigned.

xv. Make regular dependent care arrangements at their own expense and in a manner that allows employees to meet their job responsibilities and expectations as successfully as if they were working on-campus. Remote work is not a substitution for dependent care.

xvi. Not pursue outside employment, run their own business, nor engage in personal activities during work hours.

h. **Remote Work Equipment.**

i. Equipment and supplies for working remotely will be provided only on a case-by-case basis, subject to availability within District supplies.

ii. Remote work requests may be denied based upon availability and cost of necessary equipment to work remotely.

iii. As a general rule, the District will not provide employees who work remotely at their own request with any additional equipment beyond issuing the employee with a laptop instead of a desktop computer.

iv. The District will not provide or pay for equipment or office furniture such as printers, paper, desks, etc. Employees who need to print or utilize special equipment are expected to do so in the office.

v. Employees must:

a. Use District-issued equipment except as approved in advance by the supervisor and the Chief Information Technology Officer as appropriate.

b. Address and resolve technology-related issues at their remote work location, except for issues with District-provided equipment which the employee must bring to campus for necessary service.

c. Return District equipment: upon request from the supervisor or Information Technology staff; when the remote work arrangement ends; and upon termination of employment.

d. Use District equipment only for work-related purposes, and restrict use to be only by the employee.

e. Ensure that they use, maintain, store, and secure District equipment properly and responsibly.

f. Pay for maintenance, repairs, and replacement of District equipment resulting from the employee's non-work-related use or preventable neglect.

g. Promptly notify their supervisor of any disruptions at the remote work location impacting the employee's ability to perform their job duties (e.g., telecommunication difficulties, power or internet outages, equipment failure). In that case, the employee must report to work on-campus for the duration of the disruption or request to use applicable leave.

h. Adhere to District security policies and measures covering information security, software licensing, internet access, and data privacy.

i. **Remote Work Costs/Expenses.**

i. The employee is responsible for all costs related to high-speed internet, electricity, heating, air conditioning, water use, other utilities, furnishing, and/or remodeling of the remote work location.

ii. The District is not responsible for costs, expenses or liability associated with the employee's use of personal equipment or resources, even if the employee is engaged in District work at the time.

iii. Basic office supplies such as paper, pens, etc., may be obtained through normal departmental procurement procedures.

iv. Any expense reimbursement related to remote work requires prior approval by the immediate supervisor and the area Vice President.

v. All other expenses associated with the remote work location (e.g., rent, mortgage, home insurance, taxes, utilities) are the sole responsibility of the remote work employee and are not reimbursable.

vi. Any tax implications of remote work are the sole responsibility of the employee.

vii. Mileage to/from the remote work location is not reimbursable.

6. **<u>Summer Compressed Work Week Schedule</u>**

a. **Term.** From the first week in June through the first week in August, District offices will be closed on Fridays to minimize energy use and to provide a flexible schedule wherein employees will work a compressed work week, or may utilize accrued vacation and compensatory time.

b. **Exclusions.** The District may exclude some or all classifications in the following departments from the Summer Compressed Work Week Schedule: Performing Arts, Information Technology,

ESL, and Fiscal Services. In addition, employees whose assignments are related to special events, security, or instructional, instructional support (labs, library, etc.), facility rental activities, or other College activities or operations with hours on Fridays, Saturdays and Sundays shall develop their work schedule with their supervisor.

c. **Standard Work Week.** During the Summer Compressed Work Week period, the standard work week schedule for unit members who typically work Monday through Friday, 7.5 hours per day, will be Monday through Thursday, 9.375 hours per day.

d. **Holidays.** When a holiday falls during the Summer Compressed Work Week period (i.e., Juneteenth, Fourth of July, and occasionally Memorial Day):

1. If observance of the holiday falls on the Friday, unit members shall work seven and a half hour days for the Monday through Thursday of that week (37.5 hours based on 4x7.5=30 hours plus 7.5 hours holiday).

2. If observance of the holiday falls on a Monday through Thursday, unit members shall work three 10 hour (e.g., 7:30 am to 5:30 pm, with a ½ hour lunch) days of that week (37.5 hours based on 3x10= 30 hours plus 7.5 hours holiday). Unit members may request to use compensatory time, vacation time, and/or unpaid leave to reduce the hours worked per day.

3. If a unit member has a flexible work schedule arrangement, the supervisor will adjust the provisions above to apply the same principles (total of 37.5 hours with 7.5 hours from the holiday).

e. **Use of Leave to Reduce Hours Per Day.** Unit members who want to maintain a schedule of fewer than 9.375 hours per day during the Summer Compressed Work Week period may request to use compensatory time, vacation time, and/or unpaid time off for eight hours per week. Unit members shall submit such a request to their supervisors on or before May 1. It is understood that District operational needs and seniority in the job classification will be considered in determining approval/disapproval for an employee's request.

1. **Uncompensated Leave and Benefits.** Medical, vision or dental benefits will remain at the same level for employees taking up to nine (9) uncompensated leave days in order to reduce daily work hours.

2. **Uncompensated Leave and Sick Leave Accrual.** Employees taking up to nine (9) uncompensated leave days in order to reduce daily work hours will continue to accrue sick leave at the same rate as in compensated status.

f. **Remote Work.** Remote work will not be available for Fridays during the Summer Compressed Work Week period and will be limited to no more than 40% of a unit member's time per week.

g. **The Summer Compressed Work Week Schedule should be arranged no later than May 1st and will remain in effect for the entire time period.** (Attachment R)

h. **Lunch Break.** Employees may take a ½ hour lunch, but not less than ½ hour, scheduled at or near the midpoint of each work day. If a longer lunch is taken, the employee must extend their work day by the same amount of time.

i. **Sick Leave/Vacation/Compensatory Time.** If an employee takes sick leave, vacation, or compensatory time during the time they would be scheduled to work based on /their Summer Compressed Work Week schedule, the same amount of time will be deducted from their sick leave or vacation balances.

## 7. Lunch Periods

All employees shall be entitled to a duty-free lunch period after the employee has been on duty for three and three-quarter (3.75) hours. The length of time for such lunch period shall be for a period of

no less than one-half (.5) hour nor longer than one (1) hour (except as part of a flexible work schedule arrangement) and shall be scheduled for full-time employees at or near the mid-point of each work shift. If an employee is directed to work during his/her lunch period, such time shall count as overtime or shall be offset by leaving work early based on the number of minutes worked times the overtime rate.

**8. Rest Periods**

All employees shall be granted rest periods, which, insofar as practical, shall be in the middle of each work period at the rate of fifteen (15) minutes per three and three-quarter (3.75) hours worked. The time of such rest periods shall be established by the immediate supervisor. Rest periods are a part of the regular work day and shall be compensated at the regular rate of pay for the employee.

**9. Overtime**

Except as otherwise provided herein, all authorized overtime hours as defined in this Section shall be compensated at a rate of pay equal to time and one-half of the regular rate of pay of the employee. Overtime will depend on the unit member's work schedule.

For employees not on a flexible schedule, overtime is defined to include any time worked in excess of seven and one-half (7.5) hours in any one (1) day or in any one (1) shift or in excess of thirty-seven and one-half (37.5) hours in any calendar week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time.

For part-time unit members having an average work day of three and three-quarter (3.75) hours or more, all hours worked beyond the work week of five (5) consecutive days shall be compensated at an overtime rate of one and one-half (1.5) times the employee's regular rate of pay on the sixth (6th) and seventh (7th) day.

A unit member having an average work day of less than three and three-quarter (3.75) hours shall, for any work required to be performed on the seventh (7th) day following the commencement of his/her work week, be compensated at the overtime rate of one and one-half (1.5) times the employee's regular rate of pay.

For employees on a flexible schedule, overtime is defined as any time worked in excess of thirty-seven and one half (37.5) hours per week, or in excess of an employee's regularly-scheduled shift in one (1) day unless the employee had supervisor approval to increase hours in one day to account for a holiday on another day in the week. No flexible work arrangement may be set with recurring overtime as part of the arrangement.

When an employee is required to work on a day which falls on a scheduled holiday, (see Article 9: Holidays), the District shall provide payment at time and one-half in addition to the employee's regular straight time holiday pay.

Overtime shall be compensated as wages (not compensatory time off).

When overtime is authorized to be worked it shall be offered based on seniority/skill and on a rotating basis to ensure equitable distribution of overtime within each department.

**10. Minimum Call-in Time**

An employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this Agreement.

**11. Minimum Call-back Time**

Any employee called back to work after completion of their regular assignment shall be compensated for at least two (2) hours of work at the appropriate rate of pay under this Agreement.

**12. Right of Refusal**

When an employee has an emergency, the employee may reject a request to perform overtime, call-in or call-back work. If the employee's immediate supervisor does not agree that an emergency exists, the employee may, at their option, request review of the matter at the next level of supervision, however, pending such a determination, the employee may be required to perform work as described herein beyond regular hours.

**13. Rest Facilities**

The District shall make available at each campus, lounge and lavatory facilities for classified employees use on regular work days, and by pre-arrangement on other days.

## ARTICLE 7

SALARY

### 1. Salary Schedule

Effective April 1, 2026, the salary schedule will be increased by 4% on-schedule.

Effective January 1, 2027, the salary schedule will be increased by 4% on-schedule.

Effective January 1, 2028, the salary schedule will be increased by 4% on-schedule.

Beginning January 2, 2018, CalPERS "classic" eligible members will begin to assume financial responsibility for the employee portion of their CalPERS retirement contribution in two (2) phases. Effective July 1, 2019 employees will pay the full cost/percentage of the employee portion of the CalPERS retirement plan.

Step increases and longevity, where appropriate, shall be granted for the duration of this Contract.

### 2. Placement and Movement on the Salary Schedule

**a.** All new employees shall be placed on the Salary Schedule according to the terms and conditions of this Agreement.

**b.** The Chief Human Resources Officer or designee is authorized to credit for placement on the Salary Schedule past service of an applicant for employment in this District. In a position requiring specialized training, or one found to be difficult to recruit for, or when an applicant has highly desirable qualifications in excess of the minimum required, credit for experience may be given to the extent of placing the employee on a higher step, not to exceed step 3.

**c.** When an existing employee is promoted or demoted, they will be placed as follows:

i. An employee temporarily or permanently promoted to a position on a range higher on the Salary Schedule shall receive the salary of the newly assigned position. For a temporary promotion, credit will be granted for all time served in a temporary position when an employee is returned to their permanent position.

ii. An employee who is promoted or reclassified shall be placed on a step within the new range consistent with the placement rules for external newly-hired employees except as specified below:

1. In a position requiring specialized training, or one found to be difficult to recruit for, or when an applicant has highly desirable qualifications in excess of the minimum required, credit for experience may be given to the extent of placing the employee on higher step, not to exceed step 3.

2. If step 3 does not give an employee who is promoted or reclassified at least 5% increase above the previous step of the lower range, the employee will be placed on the lowest step on the new range that is at least a 5% increase.

iii. An employee who is demoted for cause, or accepts a voluntary demotion, or is otherwise transferred to a position having a lower range on the Salary Schedule shall receive the salary

on the lower range to which the employee would be entitled if credited for experience and service in the employ of the District.

**d.** On recommendation of the supervisor, an employee shall advance one (1) step within their salary range effective as follows:

i. Employees shall be eligible for a step increase on their anniversary date. Their anniversary date is on the first day of the month following twelve (12) months of service in the position and this day and month, yearly, thereafter.

ii. Unless the employee receives or their supervisor indicates that they will receive an unsatisfactory performance evaluation, the employee will move to the next step.

**e.** If an unpaid leave exceeds ninety (90) calendar days in a fiscal year, the entire leave is added to the waiting period for the next step. The date for subsequent step increases is then changed to the new extended date.

## 3. Longevity Recognition

Longevity increments are computed on the step of the salary range of the classification to which employee is assigned, as follows: The first longevity increment is computed at four and one half percent (4.5%). The second longevity increment is computed at seven and a half percent (7.5%) (which includes the first increment). The third longevity increment is computed at twelve and a half percent (12.5%) (which includes the first and second increments). The fourth longevity increment is computed at seventeen and a half percent (17.5%) (which includes the first, second and third increments). The fifth longevity increment is computed at nineteen and a half percent (19.5%) (which includes the first, second, third and fourth increments).

Longevity pay shall be granted monthly to all eligible employees, on the following basis:

**a.** Those employees who achieve eligibility for an increment, as designated below, are given their increment on their original anniversary date based on the date of hire in the first CSEA position held at the college. In case of promotion, if the employee is on a longevity step, employee retains the longevity increment and eligibility for their next longevity increments based on the years of creditable services listed below.

**1.** A first increment for eight (8) years of creditable service.

**2.** A second increment for ten (10) years of creditable service.

**3.** A third increment for thirteen (13) years of creditable service.

**4.** A fourth increment for sixteen (16) years of creditable service.

**5.** A fifth increment for twenty (20) years of creditable service.

**b.** Creditable service shall not include leaves of absence without pay for periods exceeding ninety (90) days in any fiscal year. If an unpaid leave exceeds ninety (90) calendar days in a fiscal year, the entire leave is added to the waiting period for the next longevity increment. The date for subsequent longevity increment increases is then changed to the new extended date.

## 4. Degree Completion Award

Effective the first of the month at least 60 days following CSEA ratification and Board approval, the District will pay unit members a one-time degree completion award upon completion of an advanced degree earned after 1/1/2023. The stipend amount will be:

Bachelor's degree: $1,500
Master's degree: $3,000
Doctorate degree: $5,000

Degrees required as minimum qualifications for the position, those earned before 1/1/2023, and those earned before an employee joins the District do not qualify for payment.

## 5. Steps Placement and Movements after Termination and Reappointment

When an employee resigns and is subsequently re-hired, the most recent hire date is the employee's anniversary date for purposes of step movement and as the employee's seniority date. Initial step placement upon rehire recognizes prior service. The break in service does not count as time served. This section does not apply to employees who are laid off and rehired from the 39-month list; see Article 15 for step placement upon reemployment of employees who are laid off.

## 6. Pay and Allowances Provisions

**a.** The regular rate for each position in the bargaining unit shall be in accordance with the rates established for each class as shown in the appropriate salary schedule.

**b.** All regular paychecks of employees in the bargaining unit shall be itemized to include all deductions.

**c.** All employees in the bargaining unit shall be paid once a month, payable on the last working day of the month. If the normal payday falls on a holiday or weekend, the paycheck shall be issued on the preceding workday.

**d.** Any employee in the bargaining unit required to use their vehicle on assigned District business shall be reimbursed at the Internal Revenue Service allowable rate per mile for all approved miles driven on behalf of the District to the extent provided in the applicable District Administrative Procedure

## 7. Compensation for Working-Out-Of-Class

**a.** Employees of the unit shall not be required to perform duties which are not fixed and prescribed for their positions by the Governing Board unless the duties reasonably relate to those fixed for the position by the Board for any period of time which exceeds five (5) work days within a fifteen (15)-calendar day period except as authorized herein. An employee may be required to perform duties outside of their classification for a period of time which exceeds five (5) work days provided that their salary is adjusted upward for the entire period the employee is required to work outside of their classification as provided herein.

**b.** An employee who is temporarily assigned with the approval of the District Human Resources Office to perform the duties in a higher classification shall be paid on a step within the new range that is at least but not limited to 5% above the previous step of the lower range, but if the highest step on

the range is less than 5%, the employee will receive the highest step for all such hours worked.

**c.** Prior to the commencement of an employee performing any out-of-class work, the department supervisor will complete and submit to Human Resources the agreed upon form that outlines the duties, pay and duration of the assignment. Human Resources will post the assignment internally. Normally assignments do not exceed 6 months duration. The District will notify CSEA of out-of-class assignments prior to the work commencing, but such assignments do not require CSEA approval. Assignments or extensions beyond six months must be requested in writing at the beginning of the 5th month and will be reviewed for approval by HR and CSEA. (Attachment P)

**d.** If the employee is assigned to duties of a position not currently found on the salary schedule, an hourly salary adjustment shall be negotiated between the District and CSEA prior to the work being assigned.

**e**. Employees in the unit may be assigned duties within an equal (i.e. same salary range) classification with no change in compensation. Employees may be assigned to duties of a lower classification with no change in compensation **unless** demoted through the layoff or disciplinary process.

**f.** Duties set forth within job descriptions are those which are customarily assigned to incumbents in those positions. Duties which are reasonably related are included.

**g.** Use of new or additional equipment brought about by the development or application of new technology shall be incorporated into job descriptions consistent with the level of responsibility and complexity of the job description.

## 8. Payroll Options

Modification of payroll options on payroll warrants for less than twelve (12) month employees (whose schedules do not fluctuate) who have completed their probationary period may opt to have their pay in 12 equal checks by indicating their request on their annual off duty worksheet.

## 9. Professional Growth Program

### a. Policy Statement

The District and CSEA are hereby authorized to implement a voluntary Professional Growth Program for bargaining unit members.

The Professional Growth Program shall be supervised and controlled through a Professional Growth Review Committee selected as provided in Section b.3 of the Professional Growth Program Rules and Regulations below.

All members of the Classified Bargaining Unit are encouraged to voluntarily participate in this Professional Growth Program. Employees' professional growth activities under this Professional Growth Program are not work duties and are completed on their own time by their own choice.

### b. Professional Growth Program Rules and Regulations

## 1. General

Professional growth is an organized activity designed to improve performance of employees in the classified service and to provide training for employees to gain new skills and abilities; to broaden their opportunity for promotion or absorption into other classifications, thereby promoting equal employment opportunity; and to engage in study related activities designed to retain and extend the high standards of classified employees.

The need for professional growth activities for academic employees has long been recognized. However, in recent years the need for classified employees to increase their knowledge, awareness, and understanding of their responsibilities is also being recognized. The purpose of this program shall be to improve the standard of service of the classified staff; to extend and constantly improve the standards of on-the-job performance of classified employees; and to provide opportunities for advancement for all Classified Bargaining Unit members.

It shall also be the purpose of the Professional Growth Program to provide positive support for the District's commitment to equal employment opportunity in that it shall provide opportunities for employees to progress into more responsible positions.

Districts, because of declining enrollment and financial problems, are continually facing layoffs of employees. Employees should be encouraged to improve themselves or widen their knowledge of other fields so that when layoffs occur, they can be eligible for openings in these other fields in the District.

In recognition of voluntary individual efforts on the part of Classified Bargaining Unit employees to improve their job performance, the District shall provide these employees with financial awards.

## 2. Eligibility

All permanent members of the Classified Bargaining Unit are eligible to enter the Professional Growth Program.

Credits earned while an employee is on an approved leave will be counted only once the employee has returned to active duty status. Any employee who is on a leave of absence as a full-time student will not receive credit for courses taken during the leave, as it is assumed such effort is being made for the purpose of qualifying for a substantial advancement in position.

Any employee whose application is accepted into the Professional Growth Program and who is laid off prior to completion of the total number of units to qualify for that award may submit to the Professional Growth Review Committee the units thus far completed for review to determine if the employee qualifies for a pro-rated award.

## 3. Professional Growth Review Committee Composition

The Professional Growth Review Committee shall be composed of a maximum of four District employees to include three bargaining unit members and one management member. The

three bargaining unit members shall be comprised of at least one clerical and at least one quasi-technical member, one of whom shall be a CSEA representative. Additionally, of the three bargaining unit members, at least one representative must be from the Kentfield Campus and at least one representative must be from the Indian Valley Campus. The management member shall be the Chief Human Resources Officer or designee. The Classified Bargaining Unit members of the Committee shall be selected by the CSEA President.

Tenure. The terms of all CSEA committee members shall be for a period of two years.

Duties of the Committee. Evaluate all activities requested for professional growth, place unit values on all approved activities, and approve or deny applications.

Recommend additional or revised policies as necessary to the District.

The District shall grant the Committee members release time from their regularly scheduled workday to conduct the necessary Professional Growth Review Committee activities. Meetings shall be scheduled by the Committee as needed.

**4. Criteria for Awards - General**

Internships, in-service training programs, and other professional learning that is otherwise funded or required by the District are not part of this Professional Growth Program.

Professional Growth credits may be achieved through participation in any of the following activities provided that the activity:

- Is directly related to the employee's current position with the District;
- Develops the employee's knowledge, skills, abilities, or qualifications for promotion to another position within the District; or
- Develops the employee's leadership skills and cultural competency.

Coursework
College and Junior College Courses
Community Education/Adult Education Courses
Correspondence Courses
Trade Schools (including Business colleges)

Credit may be earned by taking courses at universities, colleges, community colleges, trade schools, adult education schools, or through correspondence. The program/institution must be accredited to qualify for credit.

All graded courses must be passed with a grade of "C" or higher. Non-graded courses must be passed with a "pass" or "credit".

One-unit credit will be provided for each sixteen hours of attendance.

Special Activities
Institutes/Lecture Series
Educational/Professional Seminars or Conferences

An institute or lecture series is a short teaching program established for a special group concerned with some special field of work. These programs may be selected from those offered by an adult school, college, or professional groups, or may be as approved by the Professional Growth Review Committee.

One-unit credit will be provided for each sixteen hours of attendance.

An approved educational/professional seminar or conference, or employee organization conference is a series of scheduled meetings by an organization for the improvement of employee services.
One-half unit credit for each eight hours of attendance or participation, up to a maximum of one-unit credit each two years.

Leadership
Holding an elected or appointed leadership office (President, Vice President, Treasurer, Secretary or similar office) in any one educational/professional or job-related organization may be applied for credit at the local, county, State or national level. Elected/appointed leadership office in Classified Senate (President, Vice President, Treasurer, Secretary) and CSEA (Executive Board and Negotiations Team) are eligible for credit at the college level.

Two credits for each full-year of service.

Leadership offices in District organizations and committees are not eligible for credit except as set forth above.

**5. Qualifying for the Award**

The District shall allocate a total fund of $9,750 per fiscal year. When an employee has completed ten (10) units credit, they shall receive one Professional Growth Award of $750 per year payable in a lump sum. This payment shall be considered as an "award" and shall not be considered as part of the employee's salary.

Regular employees working on a twelve-month assignment shall receive the full amount of the award. Those employees working on a ten- or eleven-month assignment basis or working fewer than 7.5 hours per day, shall receive the award pro-rated on the same basis as their vacation benefits.

The notice of Award, when approved, shall be maintained in the Human Resources employee file.

Credits will not be approved if attendance/participation occurs during the employee's normal working day and the employee is paid for service to the District at the same time.

Verification for coursework shall consist of a fee statement, program activities, or registration receipt plus a transcript or a report card. For other than coursework, evidence of completion, satisfactory to the Professional Growth Review Committee shall be submitted by the applicant for an award.

### 6. Application Procedures

All credit for an award must have been earned no earlier than the employee's date of hire.

The Committee shall consider all requests for growth awards not later than its meeting of May 1 for awards to be granted in September of the following fiscal year. It is the responsibility of the employee to maintain their own file of report cards, transcripts, or other acceptable verification of courses completed. When the employee has completed the required 10 units' credit, the employee must submit all records to the Professional Growth Review Committee for review.
It is hereby acknowledged that participation in the Professional Growth Program is entirely voluntary on the part of any employee and participation shall not be a requirement towards attaining any of the rights, benefits, or burdens accorded bargaining unit employees.

If an employee's application for an award is rejected by the Professional Growth Review Committee, the employee concerned may request a hearing at the next regularly scheduled Professional Growth Review Committee meeting. If the application is rejected a second time, the Committees' decision is final and the employee will receive written justification for the decision.

## c. Staff Development Allocations

### 1. Funding

For the purpose of this Article and its stated purposes the College shall make available a total sum of $2,000 per academic year to the CSEA Staff Development Committee for allocation.

### 2. Purpose of Program

The intent of this program is to assist in the development of classified employee's skills and talents in regard to their current job duties and provide opportunity for employees to gain new skills and thereby enhance promotional opportunities within the current two job families of the unit, office-clerical and technical/quasi-professional.

### 3. Eligibility

a. All unit members who have completed the required probationary period of employment are eligible to participate in the staff development program.

b. Funds from this program are not available to cover costs related to development programs which have been authorized and/or partially funded by other College development programs such as Professional Growth (refer to Article 7: Salary), College course incentive program, Growth Plans, District required programs, etc.

### 4. Definition

The benefits of this program include necessary release time with pay, partial or full travel expenses, if any, partial or full registration/tuition fees, if any, and partial or full supply costs, if any.

Staff Development shall include courses (i.e. College and Adult Ed courses), conference, seminars, workshops, individual or group projects.

**5. CSEA Staff Development Committee**

The committee shall be composed of three CSEA representatives appointed by CSEA. The CSEA representatives shall vote to select a chair from among the three representatives. The purpose of the committee shall be to receive applications from bargaining unit employees for staff development and to approve or disapprove appropriate applications for fund disbursement from the District according to the criteria established in these Articles, and to specify the amount of funds to be allocated to each approved application. Included in its purpose, the Committee could decide to allocate all or part of the fund set forth in paragraph 1 for a particular type of training. The Committee shall meet one time per month to review applications and act on the requests. Applications that have been denied by the Committee shall be returned to the applicant. The denial shall include a reason for the action.

Applications that have been approved by the Committee shall be forwarded to fiscal services for final fund disbursement.

During the first six months of the academic year no more than half the funds shall be approved for expenditure for use during the first six months of the year. The Committee may take action during the first six months to approve the staff development expenses to be incurred in the second half of the academic year. In such case the amount does not count towards the first half limitation. The Committee will make decisions by majority vote with a minimum of two persons in attendance.

**6. Application Process**

**a.** It shall be the responsibility of the individual unit member to complete the application form for staff development and to submit it to the Committee Chair in a timely manner.

**b.** Upon completion of the form, the unit member shall submit it to their supervisor for the scheduling of release time. The supervisor's approval indicates that the scheduling of the release time for the specified event is available to the applicant. Applications may not be submitted to the Committee unless/until approved by the supervisor.

**c.** **Timelines.** All applications must be submitted prior to the specified event for which release time funds are being requested. Applications submitted to the Committee after the event shall be automatically denied. Unit members are encouraged to submit applications as far in advance of the event as possible so as to allow action by the Committee and advance allocation of funds as appropriate. If applications are submitted less than one month prior to the event, approved funding may be in the form of reimbursement. If the Committee does not have adequate time to act on the application prior to the event the unit member may attend the event with the approval of the supervisor but assumes the risk of all costs, including time off (compensatory time, vacation, and leave without pay) in the event that the Committee denies the application or some portion thereof. Most funding will be on a reimbursement basis.

**d.** Application and reimbursement forms are available in Human Resources.

**7. Criteria**

Approval by the Committee shall be made on a "first come, first serve" basis contingent on the following:

**a.** You are limited to 200.00 per year.
**b.** Job related or related to promotional opportunity within your job family.
**c.** Form completed in its entirety with brochure and/or back up information regarding event accompanying application form.
**d.** Supervisor's approval for scheduling of release time.
**e.** Funds are available.
**f.** Activity meets requirements under Section c.4 (Definition).
**g.** Probationary period has been completed. Probationary employees are not eligible to receive funds.

**8. Release Time**

The Committee shall have an annual total of 24 hours of release time. The Committee shall meet no more than one time per month and no meeting shall exceed 3 hours. Committee members shall secure approval from their supervisors for the scheduled release time.

**a.** On or before May 31 of each academic year the Committee shall submit to the College Professional Learning Committee and the classified professional development Program Coordinator a written accounting of the funds disbursed under this Article.

**b.** Except for Section 1 and Section 8, this Article shall not be subject to the Grievance Procedure.

**c.** Managers and supervisors are encouraged to communicate development opportunities to staff.

**d.** In addition to the provisions set forth above the college agrees to allocate $3,000 in addition to the amount specified in paragraph 1 above for the purpose of staff development for employees covered by the CSEA contract. Such expenditures will be directed solely by the College. In the event that the College does not allocate the full $3,000 in any fiscal year (July 1- June 30), the unspent amount for that year will be added to the CSEA Staff Development Committee for the following year only. In that same subsequent year, the College allocation will be reduced by an equal amount. For example, if in year 1, the College expends $2,500 instead of the full $3,000, the following year (year 2), the College will have a total expenditure of $2,500 and the Committee will have a total of $2,500 for that one year. In year 3 the College would again have $3,000 and the Committee would have $2,000 unless the College did not spend its full amount in the prior year. In this set of examples, the full amount in year 2 for the College is $2,500. As described above there is no carryover of funds from one fiscal year to the next.

## ARTICLE 8

FRINGE BENEFITS

### 1. Medical Insurance

The District provides health and welfare benefits as listed below.

The District's maximum contribution for medical insurance coverage shall be as follows:

a. Effective 10/1/2023, the District monthly contribution changed from a single-amount cap of $2,050/month per 1.0 FTE regardless of plan to a tiered cap. The amount of District contribution that an employee receives will depend on the type of plan they choose.
b. Effective 10/01/2026, the District monthly contribution to medical benefits will be:
    i. Employee only: $1,700/month for 1.0 FTE
    ii. Employee plus one: $2,500/month for 1.0 FTE
    iii. Employee plus two or more: $3,050/month for 1.0 FTE
c. Effective 10/01/2027, the District monthly contribution to medical benefits will be:
    i. Employee only: $1,700/month for 1.0 FTE
    ii. Employee plus one: $2,550/month for 1.0 FTE
    iii. Employee plus two or more: $3,150/month for 1.0 FTE
d. Effective 10/01/2028, to the District monthly contribution to medical benefits will be:
    i. Employee only: $1,750/month for 1.0 FTE
    ii. Employee plus one: $2,600/month for 1.0 FTE
    iii. Employee plus two or more: $3,350/month for 1.0 FTE

For all Kaiser plans and non-Kaiser plans see the current Self Insured Schools of California (SISC) Rate Sheet.

Out-of-state coverage varies by plan. Check with Human Resources if you have questions about the service area.

### 2. Vision and Dental Insurance

The District will provide vision and dental benefits**.** Rate increases during the term of the contract, will be paid for by the District.

Effective October 1, 2016, the following changes to the Dental benefits for CSEA Members will be paid by the District.

| | PPO Current | Premier & OON Current | PPO | Premier & OON |
|---|---|---|---|---|
| Per member coverage | 2200 | 2000 | 2500 | 2400 |
| Diagnostic/preventative | 70-100% | 70-100% | 100% | 100% |
| Basic Services | 70-100% | 70-100% | 70-100% | 70-100% |
| Major Services | 70-100% | 70-100% | 70-100% | 70-100% |
| Orthodontics | 75% & 2000 (Child Only) | Same | 75% & 3000 (Child & Adult) | Same |

**3.** For unit members employed less than full-time, the District contributions to medical benefits premiums, dental benefit premiums and vision benefit premiums shall be prorated according to percentage of FTE worked. This means that the District contribution for each of the three benefit programs will be multiplied by the percentage of FTE. The result for each program is the amount the District will contribute for that program per month. The balance must be paid by the employee through the payroll deduction process. The maximum District medical program monthly contribution will be computed based on the cost of the program chosen. If a program is chosen that costs more per month than the medical cap rate, then the medical cap rate will be used in the computation.

**4.** Medical Benefit Participation and Waiver. Effective July 1, 2014 and beyond, all probationary and permanent employees who work 90% or more of the full time equivalent for the applicable job classification are required to participate in one of the medical benefits options offered by the College except as specified below.

- **a.** An eligible employee who works less than 90% of the full-time equivalent for their applicable job classification may decline coverage.
- **b.** An eligible employee who works 90% or more, upon their request, may decline District medical coverage only if permitted under applicable law and if the situation meets the waiver criteria in the current health benefits carrier or joint powers authority agreement. Interested employees must contact Human Resources for more information and eligibility requirements. Such employees are not eligible for any annual payment unless they qualify for payment separately under subsection c.
- **c.** EXCEPTION: *Self Insured Schools of California* (SISC) permits full-time employees hired prior to July 1, 2014 who opted out of medical benefits with proof of other group coverage. Those unit members shall be provided with a $1200 annual payment in cash for a 1.0 FTE. The payment shall be reduced on a pro-rata basis for new unit members who waive coverage for less than a full year. Unit members shall have their waiver payments paid to them no later than December 31st.
- **d.** To be reinstated into the medical plan, a unit member must apply during the annual open enrollment period. (Attachment E).

**5.** Effective January 1, 1994, the District discontinued participation in the State Disability (SDI) program for employees of the bargaining unit represented by CSEA and began participation in the Short Term Disability (STD) and Long Term Disability (LTD) programs for employees of the bargaining unit represented by CSEA. Effective October 1, 2016, Short Term Disability (STD) premiums shall be paid by the District.

**6.** The District shall continue to provide the District's established monthly contributions to medical benefits during the absence of any employee in the bargaining unit who is on an approved uncompensated leave for medical reasons. The employee may elect to continue dental and vision benefits at their own cost (*see* Article 11). The District may at its option and at its expense, seek medical opinions beyond those which the employee is required to provide under other provisions of this Agreement, in order to determine applicability of this provision. Failure of the employee to continue to contribute their normal monthly contribution under this Article will result in termination of the District's contributions and removal of the employee from participation in such District-sponsored fringe benefit programs. This termination shall follow written notification of the employee's failure to pay. The notification shall be sent at least five (5) working days prior to the date the employer remits the list of covered employees to the carrier.

## 7. Term Life Insurance and Accidental Death and Dismemberment

The District will provide term life insurance of $50,000 and $50,000 of Accidental Death and Dismemberment for each eligible employee at no charge to the employee.

## 8. Accidental Death and Dismemberment

The District will provide access to a voluntary Accidental Death and Dismemberment Policy for unit members. Costs associated with said Policy shall be paid for by the employee.

## 9. Retirement Benefits for Employees Hired Prior to March 1, 1987

Upon approval of the carrier, the District shall agree to contribute premium costs, not to exceed amounts and subject to the limitations on District contributions that are detailed in Section 1 for medical and dental coverage. To qualify employees must be current, permanent employees who retire after ten (10) years of active, permanent service, (excluding any period of uncompensated leaves for any reason) immediately prior to retirement and who retire at or after age fifty (50). One (1) eligible dependent shall also be covered. No employee terminated for cause or who retires or resigns while disciplinary charges are pending, qualifies for this benefit. This provision shall not be retroactive and shall only apply provided such eligible retirees contribute their contributions (if any) on a timely basis. Failure of the retiree to contribute their normal monthly contribution (if any) under this Article will result in termination of the District's contributions and removal of the retiree from participation in such District-sponsored fringe benefit program. This termination shall follow written notification of the employee's failure to pay. The notification shall be sent at least five (5) days prior to the date the employer remits the list of covered employees to the carrier. If the District no longer provides a specific health or dental plan as provided at the time of retirement, the retiree may select a plan as made available each fiscal year to current employees in the unit, subject to the same District contribution limits as applicable to current employees in the unit. The retiree may change carriers during the annual open period. District contributions will cease under this provision at the end of the month in which the retiree reaches their seventieth (70th) birthday, or dies, whichever is sooner. Upon approval by the carrier(s), all retired employees may continue coverage for Vision Service Plan, as provided in Section 1, by prepaying the premiums on an annual basis. The above listed benefits are available for all employees hired by 3/1/1987. Employees hired after 3/1/1987, will not be eligible for the retirement benefits included in this paragraph.

## 10. Benefits Advisory Committee

A benefits committee shall be convened if the District chooses to explore alternative insurance options. CSEA shall have no fewer representatives than any other district employee organization on the committee.

The Benefits Advisory Committee will research cost containment options regarding health and welfare benefits, including co-pays, annually prior to the effective date.

## 11. Domestic Partners

### a. Eligibility and Enrollment Criteria

Domestic partner coverage will be in compliance with California law. In order to enroll for coverage of the domestic partner, the qualifying partner and their domestic partner must meet eligibility and enrollment requirements as provided by state law and the plan administrator.

Unit members may obtain information regarding Domestic Partner benefits and certification of tax-qualified dependents from Human Resources.

**b. Benefit**

The benefit must be one for which the qualifying partner's spouse would be eligible, if the qualifying partner was married. Such benefits include medical, dental and vision coverage, Retirement Medical Insurance (for employees hired prior to March 1,1987), Life Insurance and Disability Insurance are not included. Benefits will not be provided for the dependents of the domestic partner.

## 12. Procedures for College Payment of Employee Fees

The purpose of the program is to promote staff development and opportunities for continued education while at the same time maximizing class productivity/income.

**a.** The program will be available to any permanent full or part-time employee who is a member of CSEA, Chapter 196.

**b.** Eligible classes will include Credit courses only.

**c.** It is understood that employees will attend classes only during normal off-duty periods. Any exceptions must be in accordance with union contract provisions and a note, indicating immediate supervisor's approval, must be attached to the Application for Employee Class Fee Payment.

**d.** A Credit Application for Admission must also be completed if the employee has not been enrolled in the past 12 months.

**e.** Prior to Census Date, the employee must bring to Enrollment Services, or send through campus mail, an Application for Employee Class Fee Payment (available in Enrollment Services) together with appropriate enrollment forms and fees, if applicable.

**f.** The program will include college payment of the current per unit enrollment fee and a waiver of the student representation fee and health fee. Employee students will be responsible for any materials fees plus the cost of books and supplies. (Non-resident tuition will not be paid.)

**g.** Employee students must stay enrolled through Census Date of the class.

**h.** Employee students are subject to the same academic standards, rules, and regulations affecting all other students at the college.

**i.** An employee student granted College payment in any one semester will not be eligible for the College payment or the waivers in the following semester if the employee student fails to successfully complete the class (if the program is offered again).

**j.** If an employee is granted College payment and waivers for any one semester and wishes to reapply for the following semester, he/she/they should register, and once the grades for the previous semester are in, the College will verify successful completion of the course(s).

## ARTICLE 9

HOLIDAYS

1. Classified employees shall be allowed the following holidays with pay if in paid status on the holiday.

| **Holidays** | **2026** |
|---|---|
| Martin Luther King, Jr. Day | Monday, January 19 |
| Presidents' Day | Friday, February 13 |
| Presidents' Day | Monday, February 16 |
| Spring Holiday | Part of the Winter Holiday Week |
| Memorial Day | Monday, May 25 |
| Juneteenth | Friday, June 19 |
| Independence Day | Friday, July 3 |
| Labor Day | Monday, September 7 |
| Veteran's Day | Wednesday, November 11 |
| Thanksgiving Holiday | Thursday and Friday, November 26 - 27 |
| Winter Holiday | Thursday, December 24, 2026 to Friday, January 1, 2027 |

| **Holidays** | **2027** |
|---|---|
| Martin Luther King, Jr. Day | Monday, January 18 |
| Presidents' Day | Friday, February 12 |
| Presidents' Day | Monday, February 15 |
| Spring Holiday | Part of the Winter Holiday Week |
| Memorial Day | Monday, May 31 |
| Juneteenth | Friday, June 18 |
| Independence Day | Monday, July 5 |
| Labor Day | Monday, September 6 |
| Veteran's Day | Thursday, November 11 |
| Thanksgiving Holiday | Thursday and Friday, November 25 - 26 |
| Winter Holiday | To be determined |

When the 2027-2028 and 2028-2029 academic year calendars are determined, MCCD and CSEA will negotiate the dates of holidays that are not established by law.

**a.** Winter Holiday Week replaces the following days: day before Christmas; Christmas Day; day before New Year's; New Year's Day; Admissions Day and includes one additional holiday and, if the Winter Holiday Week is more than six (6) work days, then Spring Holiday. If the Winter Holiday Week is six (6) or fewer work days, then in that year unit members may take Spring Holiday as a floating holiday during the Spring semester immediately following the Winter Holiday Week to be scheduled with advanced approval by their supervisor.

**b.** An employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday. Holidays that occur during an off-duty period shall not be paid, except less-than-12-month employees who are not scheduled to work during the Winter Holiday period shall be paid for the following holidays: Christmas Day, New Year's Day, and Spring Holiday.

**c.** Commencing with Spring Semester 1994, a unit member who temporarily reduces his/her load (FTE) in any one semester will have any holiday which occurs in that semester paid proportionate to the reduction in assignment; a unit member who temporarily increases his/her load (FTE) in any one semester will have any holiday which occurs in that semester paid proportionate to the increase in assignment. The Winter holiday shall be paid proportionate to the assignment in any Fall semester. The unit member shall sign the "Classified (CSEA) Employee Memorandum of Understanding Regarding Holiday Pay and other Benefits Relative to Increase/Reduction in Assignment" form (Attachment G) acknowledging the holiday reduction or increase when the assignment is made.

**2. <u>Additional Holidays</u>**

Any day declared a holiday by the Governing Board shall be a paid holiday for all employees in the bargaining unit. Article 9, sections 1.b. and 1.c. apply to these holidays.

## ARTICLE 10

VACATION

**1.** Effective with the implementation of the District's integrated management system, vacation benefits will be credited on a monthly basis.

**2.** Each full-time active employee shall be entitled to the following vacation rights:

**Twelve-Month Employees**

| | |
|---|---|
| One (1) through three (3) years of service: | 7.5 hours of vacation per month |
| Commencing with the fourth (4th) through completion of ten (10) years of service: | 9.375 hours of vacation per month |
| Commencing with the eleventh (11th) year of service: | 12.5 hours of vacation per month |
| Commencing with the fifteenth (15th) year of service: | 13.75 hours of vacation per month |

Employees working less than twelve (12) months per year and/or less than full-time (7.5 hours per day) shall receive a pro-rata vacation accrual.

**3.** An employee shall request vacation by submitting the "Classified Employee Request for Approval of Vacation" form (Attachment H) to his/her supervisor/manager. The supervisor's response shall be indicated on the employee's vacation request form. The supervisor shall make reasonable effort to respond within ten working days of the receipt of the request. The parties acknowledge that the supervisor's decision will be based upon the needs of the district.

**4.** Each employee who is separated from employment after completing six (6) months of continuous service with the District shall be entitled to payment in lieu of all unused vacation leave which he/she/they may have accumulated as of their last day of work provided that, in case of resignation, the employee gives the department manager and the District Human Resources two (2) weeks written notice before the effective date of resignation. The District may direct the use of vacation, except in layoff situations, prior to termination so that the balance remaining at termination does not exceed ten (10) days. In the event of a deceased employee, payment therefore shall be made to his/her estate or as otherwise provided by probate law.

**5.** Vacation will be capped at 240 hours for all employees who have been employed for more than one (1) year.

**6.** Earned vacation shall not become a vested right until completion of the initial six (6) months of regular employment.

**7.** If a previously approved vacation becomes due when an employee is on leave due to illness or injury, upon request of the employee the district shall reschedule the vacation dates based upon availability.

**8.** Holidays are not counted as vacation days.

9. If an employee (while on vacation) becomes ill and provides supporting information or requires hospitalization or is eligible for a bereavement leave, these days may be charged to the appropriate leave and the vacation leave will be credited to the employee's account.

10. If there is any conflict between employees who are working on the same or similar operations as to when vacations shall be taken, the employee with the greatest seniority based on first date of paid service with the District as a classified employee shall be given his/her preference.

11. If the District does not permit an employee to take all or any part of his/her annual vacation, the amount not taken in excess of the cap shall be paid out. Payment shall be made within (60) days.

12. No supervisor shall deny an employee a scheduled vacation without first obtaining a review of the decision by the next higher level administrator, if requested by the employee.

13. Vacation shall be taken in increments equal to at least one-half (.5) hour.

14. Vacation leave shall be reported in the month in which the leave is taken, by the employee submitting leave on electronic leave report, prior to commencement of vacation. Due date for electronic leave report shall be the employee's last work date for the month, but no later than the last working day of the month. Employees will be required to use the Absence Report for Late Submissions form if they fail to submit their leave on time. (Attachment T)

15. Instructional Assistants/Instructional Specialists who work nine (9) months or less, may request vacation. Any unused vacation will be paid at the end of each fiscal year. Payments will be made no later than August 15th of each year.

## ARTICLE 11

LEAVES

### 1. Bereavement Leave

a. A member of the unit shall be granted bereavement leave at full pay for three (3) days, or five (5) days if one-way travel of 300 miles or more or out-of-state-travel is required, on account of the death of any member of their immediate family. If travel of less than 300 miles is required, unit members may take up to two (2) additional days of bereavement leave (five (5) total) as unpaid leave, or use any paid vacation, personal necessity leave, accrued and available sick leave, or compensatory time off that is otherwise available to the employee to receive pay for those additional two (2) days. Members of the immediate family means the employee's spouse, domestic partner, parent, sibling, grandparent, child, grandchild, child-in-law (e.g., son-in-law, daughter-in-law) of the employee or of the same family members of the spouse of the employee, or any person living in the immediate household of the employee.

b. Employees also shall be granted three (3) days of bereavement leave at full pay, with two (2) additional days as unpaid leave or paid leave using accrued sick leave or vacation time, under this section for reproductive loss by the employee, or by the employee's current spouse, domestic partner, or another individual if the employee would have been a parent of a child had the reproductive loss not occurred. "Reproductive loss" means a miscarriage, stillbirth, failed adoption, failed surrogacy, or unsuccessful assisted reproduction. The District will maintain confidentiality related to an employee's use of reproductive loss leave. If an employee is on another type of leave during the reproductive loss event, they can take reproductive loss leave within three months of finishing the other form of leave.

c. An employee shall be entitled to use up to four (4) hours of accumulated sick leave to attend the service of a person with whom they had a personal relationship or that of a fellow District employee. This time will be charged against Personal Necessity Leave.

d. Bereavement leave may be completed within three (3) months of the date of loss. Bereavement leave days need not be taken consecutively.

e. Bereavement leave used shall be reported in the month in which the leave is taken, by the employee submitting leave on electronic leave report.

### 2. Jury Duty

**a.** A leave with pay shall be granted to employees called for jury duty in the manner provided for by law. Evening employees shall have leave with pay provided the employee is required to remain on jury duty after 12:00 noon. An employee who receives a jury duty summons shall submit to Human Resources, a verification from the Jury Commissioner's Office specifying the dates and times served by the employee. Payment shall be made to the District in the amount of statutory fees which the employee has received for attendance as a juror, excluding the statutory mileage fee.

**b.** Jury duty shall be reported in the month in which the leave is taken, by the employee submitting leave on electronic leave report.

**3. Military Leave**

**a.** An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

**b.** Military leave shall be reported in the month in which the leave is taken the employee submitting leave on electronic leave report.

**4. Sick Leave**

**a.** Every classified employee employed five (5) days a week by the District shall be entitled to one (1) day per duty month leave of absence due to illness or injury with full pay.

**b.** Classified employees employed five (5) days a week for less than a full fiscal year are entitled to that proportion of twelve (12) days leave of absence for illness with pay as the number of months employed bears to twelve (12).

**c**. Classified employees employed less than five (5) days a week and for less than a full fiscal year are entitled to that proportion of twelve (12) days of leave of absence for illness or injury with pay as the number of days employed per week bears to five (5).

**d.** When an employee is absent from duties on account of illness or accident for a period of five (5) months or less, the amount deducted from salary due for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill the position during the absence. This differential pay shall be paid for the remaining time following the exhaustion of all regular sick leave, accumulated compensatory time, vacation, or other available paid leave. The five-month differential leave period runs concurrently with these other paid leaves, starting on the first day of absence. The District may require certification from a health care provider or other proof of illness or accident for days on differential leave.

**e.** Pay for any day of sick leave shall be the same as the pay which would have been received had the employee served during the day of illness.

**f.** Sick leave need not be approved prior to taking such leave, and such leave may be taken at any time during the year. It shall be the responsibility of the employee to contact their immediate supervisor or designee on the first day of the absence at the beginning of the shift (if possible), and provide an estimated return to work date if available. If the employee is unable to return to work on their estimated return to work date, the employee shall contact their immediate supervisor, designee or the Human Resource Office and provide another estimated return to work date. This notice shall be given no later than the original estimated return to work date. However, a new employee of the District shall not be eligible to take more than six (6) days until the first day of the calendar month after the completion of six (6) months of active service for the District.

**g.** If the employee does not take the full amount of sick leave allowed in any year under this Section, the amount not taken shall be accumulated from year to year.

**h.** All employees shall indicate their intention to return to work the following day by contacting their immediate supervisor or their designee before the close of the work day. Evening employees shall notify by 10:00 a.m. of the day of their return to work.

**i.** If an employee fails to give notice within the time specified of the intention to return to work and a substitute appears for the day's work as a result of failure to receive such notice, the substitute shall receive a full shift substitute pay and this amount shall be deducted from the employee's salary for that month, or, at the option of the employee, one day of vacation shall be deducted.

**j.** A sick day, once commenced, may not be reinstated as a working day unless approved by the immediate supervisor. Medical appointments for a portion of the work day may be taken as sick leave.

**k.** No payment for sick leave shall be made unless submitted by the employee on the form specified by Human Resources and signed by the employee and the immediate supervisor.

**l.** The District may require certification from a health care provider or other proof of illness or that of a person authorized by any well-recognized religious sect, denomination or organization to treat people, for days of absence due to illness or accident. Normally, this shall be done when the absence exceeds five (5) days or when there is a reasonable, evidence-based suspicion of an employee's abuse or misuse of sick days. When the District asks for a note under this category, CSEA shall be notified.

**m.** After an employee has been absent for five (5) or more consecutive days, the District may require release to return to work from a health care provider or that of a person authorized by any well-recognized religious sect, denomination or organization to treat people.

**n.** When requested by the District, an employee shall undergo an examination by a health care provider selected jointly by the employee and the District. In the event that the District and the employee are unable to agree upon a health care provider, a health care provider will be selected by the County Medical Association and both parties shall be bound by that decision. The employee shall authorize the examining health care provider to release the results of the examination to the District. The District shall pay the costs of such examination.

**o.** Sick leave must be utilized in at least one-half (.5) hour increments.

**p.** Sick leave used shall be reported electronically within the month taken. Employee will be required to use the Absence Report for Late Submissions form if they fail to submit their leave on time. (Attachment T)

**5. <u>Use of Sick Leave to Care for the Illness of Family Members (Kin Care).</u>**

a. An employee may use up to six (6) days of accrued sick leave to care for the illness of the employee's spouse, domestic partner, mother, father, brother, sister, grandmother, grandfather, child, grandchild, son-in-law, daughter-in-law, or those of the employee's spouse, or a "designated person" under California's Healthy Workplace Healthy Families Act (HWHFA).

    1. "Designated person" for California's Healthy Workplace Healthy Families Act (HWHFA) purposes means "a person identified by the employee at the time the employee requests

paid sick days" under the HWHFA and for Kin Care. The individual need not be related by blood to the employee, and the association need not be the equivalent of a family relationship.

2. Unit members shall identify the designated person at the time they request the leave. Unit members may only identify one designated person per 12-month period (rolling).
3. The terms here regarding "designated person" are intended to reflect the law and do not extend leave availability beyond legal requirements.

b. All conditions and restrictions on use of sick leave as outlined in this Article apply. This allocation is Kin Care leave under Labor Code section 233, and is distinct from the sick leave allowance for Personal Necessity as outlined in this Article.

**6. Catastrophic Leave**

a. Bargaining unit members may donate accumulated and unused sick leave hours to a catastrophic leave program for the purpose of benefiting another bargaining unit member who has suffered a long-term illness or disability and who has exhausted all fully paid leaves.

b. Donated hours shall be converted for utilization on a day-for-day basis, resulting in the recipient being paid at their regular rate of pay. CSEA shall maintain records and decide eligibility and inform MCCD in writing which employees' sick leave is to be debited and which credited. Once donated, days may not subsequently be returned to the unit member.

**7. Pregnancy Disability Leave (Unpaid)**

**a.** In cases of pregnancy disability, employees shall be granted an unpaid leave of absence of up to four (4) months upon written application to the Superintendent/President or designee through the immediate supervisor. The beginning and ending date of the leave shall be determined by the Superintendent/President or designee on the basis of the employee's physical condition as certified by her health care provider, in the best interests of the welfare of the employee and the District.

**b.** Any period of actual physical disability connected with a disability cause or contributed to by pregnancy, miscarriage, abortion, childbirth, or recovery therefrom, shall be treated as any other physical disability, and any accrued sick leave or other salary continuance benefits shall be available to the employee. Physical disability, for purposes of this policy, shall be defined as a period during which the employee is unable to perform job-related duties. The period of actual disability shall be supported by written statement from the employee's health care provider, provided, however, that the District may, at its option, obtain other medical opinion.

**c.** The period of medical disability due to pregnancy or related medical condition shall be treated in the same manner as other absences for temporary disability.

**d.** Leave for beyond the period of actual physical disability may be granted in accordance with the provisions pertaining to other uncompensated leaves. No compensation, sick leave, or employee benefits will be granted.

**e.** The date which the employee may return to her position after pregnancy or related medical condition, or recovery therefrom, shall be determined by mutual consent of the employee, her immediate supervisor and the Chief Human Resources Officer or designee.

**f.** This policy shall not be construed so as to deprive any employee of sick leave rights under other sections of the Education Code for absence due to illness resulting from pregnancy.

**g.** The leave of absence shall be reported in the month in which the leave is taken, by the employee submitting leave on electronic leave report.

8. **Parental Leave**

It is the intent of this Section of the collective bargaining agreement to make available to unit members leave under the Paid "Parental Leave (Ed. Code §88196.1). This Section shall be applied and interpreted in accordance with the state and federal law and regulations, and is intended to be consistent with such laws and regulations. **Use of leave designated as Paid Parental leave does not constitute an additional 12 weeks under FMLA.**

**a.** Effective January 1, 2017, classified employees are entitled to up to 12 workweeks (maximum) of paid "Parental Leave in a 12-month period following the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.

**b.** The rate of pay is the employee's full pay if he/she/they has sufficient sick leave to cover the entire period of "Parental Leave". If the employee does not have sufficient sick leave, the rate of pay is as set forth below.

i. Using the "differential" pay method of calculating extended illness leave, classified employees receive their full rate of pay less the amount actually paid the substitute employed to fill his or her position. If the employee is eligible for California Family Rights Act ("CFRA") leave, after exhaustion of all available sick leave, the employee shall receive differential pay or fifty percent (50%) of their regular rate of pay for the remainder of the twelve (12) workweek period, whichever is greater.

**c.** An employee is not required to have 1,250 hours of service with the District in the previous 12-month period (rolling) to qualify to take Parental Leave under this section. An employee is not required to use his or her sick leave for Parental Leave as a condition of using baby bonding leave under the California Family Rights Act ("CFRA"). An employee who is eligible for CFRA leave may elect to take unpaid CFRA baby bonding leave and reserve his or her sick leave for later use (as sick leave, not as Parental Leave); however, if an employee elects to receive paid Parental Leave, his or her entitlement to CFRA baby bonding leave is reduced by the period of Parental leave not to exceed a maximum of twelve (12) workweeks. Further, an employee who elects to take unpaid leave under this section shall not be eligible for differential or fifty percent (50%) pay during the twelve (12)-workweek period (if the employee is eligible for CFRA as above) until they have exhausted all current and accrued sick leave.

**d.** Parental Leave in this section shall run concurrently with CFRA baby bonding leave taken pursuant to Government Code section 12945.2, and in the combination of the two leaves shall not exceed twelve (12) workweeks in a twelve (12)-month period.

**e.** Procedure for Applying:

Notify Human Resources and complete any necessary forms.

**9. Industrial Accident & Illness Leave**

**a.** Employees shall be allowed up to sixty (60) working days leave in any year for the same accident.

**b.** Allowable leave shall not be accumulative from year to year.

**c.** Industrial accident or illness leave will commence on the first (1st) day of absence.

**d.** Payment for wages lost on any day shall not, when added to an award granted the employee under the workers' compensation laws of this state, exceed the normal wage for the day.

**e.** Industrial accident leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under workers' compensation.

**f.** When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury occurred, for the same illness or injury.

**g.** When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used; but if an employee is receiving workers' compensation, the person shall be entitled to use only so much of the person's accumulated or available sick leave, accumulated compensation time, vacation or other available leave which, when added to the workers' compensation award, provide for a full day's wage salary.

**h.** During all paid leaves of absence, whether industrial accident leave as provided in this Section, sick leave, vacation, compensated time off or other available leave provided by law or the action of a governing board, the employee shall endorse to the employee wage loss benefit checks received under the worker's compensation laws of this State. The District, in turn, shall issue the employee appropriate warrants for payment of wages or salary, and shall deduct the normal retirement and other authorized contributions. Reduction of entitlement to leave shall be made only in accordance with this Section.

**i.** When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of the person's position, the person shall, if not placed in another position, be placed on a reemployment list for a period of 39 months without pay. When available, during the 39-month period, the person shall be employed in a vacant position in the class of the person's previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case, the person shall be listed in accordance with appropriate seniority regulations.

**j.** Any employee receiving benefits as a result of this Section shall, during periods of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the state.

**k.** The leave of absence shall be reported in the month in which the leave is taken, by the employee submitting leave on electronic leave report.

## 10. Personal Necessity Leave

**a.** Days accumulated for sick leave purposes may be used by an employee, at their election, in cases of personal necessity. No such accumulated leave in excess of seven (7) days shall be used in any one fiscal year for personal necessity purposes.

Personal necessity is defined as any of the following:

1. Death or serious illness of a member of their immediate family when additional leave is required beyond that provided in Section 1.a above.

2. Accident involving their person or property, or the person or property of a member of their immediate family.

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

4. To conduct legal or other personal and pressing obligations which require the presence of the employee during regularly scheduled working hours in order to prevent a familial or financial hardship. Such obligations do not include any extension of holidays and/or weekends or any recreational matters of personal convenience.

5. Religious holidays.

**b.** Advance permission shall not be required for leave taken under Sections a.1 and a.2 above.

**c.** The unit member shall submit a written request to their immediate supervisor designating which section “1” through “5” is involved, but shall not require any statement of reason beyond such designation. Such written request shall be signed under penalty of perjury (affidavit). This request shall be submitted prior to taking the leave except as specified in Section b above.

**d.** The sick leave used for personal necessity shall be reported in the month in which the leave is taken, by the employee submitting leave on electronic leave report.

## 11. Uncompensated Leave

The District recognizes that in certain instances, a classified employee may wish extended leave for personal reasons and that the District could benefit from the return of said employee. The District reserves the right to specify the conditions under which uncompensated leave may be taken.

**a. Purpose:**

Uncompensated leave may be taken for the following purposes:

1. Study
2. Training
3. Personal
4. Child Rearing
5. Adoption
6. Parental
7. Medical

**b. Eligibility:**

Uncompensated leave may be granted to permanent employees only, except as noted in subsection e. An employee shall have completed at least one (1) year of service with the District to be considered for uncompensated leaves. Leaves consisting of twenty-two (22) working days or less in duration per fiscal year do not require Board approval.

**c. Application:**

Requests for uncompensated leave of more than twenty-two (22) working days (long-term) shall be made to the Superintendent/President through the immediate supervisor at least sixty (60) calendar days in advance of the desired start date. Uncompensated leave of twenty-two (22) working days or less (short-term) shall be requested at least thirty (30) calendar days in advance of the desired start date for approval by the appropriate administrator through the immediate supervisor. Special consideration shall be given to emergencies.

Employees may withdraw their request for long-term uncompensated leave no later than thirty (30) calendar days prior to the commencement of the leave. Employees may withdraw their request for uncompensated leave of twenty-two (22) working days or less no later than later than fourteen (14) calendar days prior to the commencement of the leave.

**d. Period of Leave**

Any long-term uncompensated leave may be granted for an initial period of up to six (6) months. The beginning and ending dates of the leave shall be set, as mutually agreed, in the written request. Uncompensated leaves of more than twenty-two (22) working days may be extended following thirty (30) calendar day advance notice which must be approved through the established lines of authority. The leave of absence shall be reported in the month in which the leave is taken, by the employee submitting leave on electronic leave report.

e. **Probationary Employees**
Uncompensated leave of ten (10) working days or less total during the probationary period may be granted to a probationary employee at the District's discretion when the probationary employee scheduled a vacation prior to accepting employment with the District and notified the District promptly upon or before hire. Uncompensated leave will extend the employee's probationary period on a day-for-day basis. The employee's request must be made to the immediate supervisor as well as Human Resources as soon as possible.

**12. Employee/Family Care Leave (Unpaid)**

It is the intent of this Section of the collective bargaining agreement to make available to unit members leave under the Federal Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) (Government Code Section 12945.2). This Section shall be applied and interpreted in accordance with the state and federal law and regulations. All leave under this section is unpaid.

**a.** **Eligibility*:*** A unit member who has worked in the District for 12 months and provided a minimum of 1,250 hours of service during the previous 12 months (rolling) is eligible for the leaves described below. Unit members who work less than 12 months each year (e.g., 9, 10, or 11-month employees), are considered to have met the 12-month requirements so long as they meet the 1,250 hour requirement.

**b. Purposes for Which Leave May be Taken:**

1. Birth, adoption or foster care placement of a child (within one year of event).

2. Care of a family member with a serious health condition:

    **a.** Family member includes spouse, parent (including person who stood in loco parentis to the employee), child (including foster, step and adult children and legal wards), grandchild, grandparent, domestic partner, sibling, and designated person (under CFRA).

        1. "Designated person" for CFRA purposes means "any individual related by blood or whose association with the employee is the equivalent of a family relationship."

        2. "Designated person" for California's Healthy Workplaces Healthy Families Act (HWHFA) purposes means "a person identified by the employee at the time the employee requests paid sick days" under the HWHFA and for Kin Care. The individual need not be related by blood to the employee, and the association need not be the equivalent of a family relationship.

        3. Unit members shall identify the designated person at the time they request the leave. Unit members may only identify one designated person per 12-month period (rolling).

        4. The terms here regarding "designated person" are intended to reflect the law and do not extend availability of leave beyond legal requirements.

    **b.** Serious Health Condition is defined as any illness, injury, impairment or physical or mental condition that requires either inpatient care in a hospital, hospice, or residential care facility, or continuing treatment by or under the supervision of a health care provider.

3. Unit members own serious health condition (except that CFRA excludes pregnancy disability which is covered under Government Code Section 12945.

**c.** **Duration of Leave:**

**1.** Leave may be taken for a total of 12 work weeks in a 12-month period (rolling).

2. Leave is pro-rated for part-time employees.

3. Intermittent leaves in the form of reduced work day or work weeks may be taken due to a single illness or injury, i.e. for chemotherapy, radiation, kidney dialysis or other treatments of a similar nature.

4. Intermittent leaves shall be scheduled, to the extent possible, to minimize disruption to the District. An employee who requests leave on an Intermittent or a reduced leave schedule may be required to transfer temporarily to a position that better accommodates recurring periods of absence than the employee's regular position.

**d. Time for Commencement of Leave**

1. Leave for birth, adoption or foster care placement of a child must commence within one year of the birth, adoption or foster care event. Leave need not all be taken at one time.

2. The unit member shall be required to use personal necessity, if available, compensatory time, and accrued vacation, but not sick leave for situations other than the unit member's own serious health condition. FMLA leave runs concurrently with these leaves, beginning with the first day of absence.

3. If the situation is the unit member's own serious health condition, he/she/they shall be required to use sick leave, accrued vacation, compensatory time, five month "differential" leave, and all other applicable paid leave, beginning with the first day of absence. FMLA leave runs concurrently with these leaves, beginning with the first day of absence.

4. Pregnancy disability leave is treated separately under CFRA (See Government Code Section 12945

**e. Employee Notice*:***

1. If the need for leave is foreseeable, the unit member shall provide the District with reasonable (at least 30 days) written notice.

2. If the need for the leave is unforeseeable, notice must be given as soon as practicable.

3. The District may deny the leave for failure to provide notice if:

   i. The unit member had no reasonable excuse for failure to give notice;

   ii. The unit member actually knew of the notice requirements; and

   iii. The need for leave was clearly foreseeable.

**f. Continuation of Benefits*:***

1. The District will continue to pay the unit member's health benefits to the same extent the District would have paid for such benefits if the unit member would have continued working during the time of leave under this section.

2. If the unit member does not return at the end of the leave, the District will collect from the unit member the amount expended for benefits unless the failure to return is because of disability or other reasons beyond the control of the unit member.

3. The District will not continue to pay for dental and vision benefits. The unit member can make arrangements to pay for these benefits, if he/she/they wishes them to continue.

4. The District and the unit member cannot continue to pay the retirement contributions because the unit member must be in paid status for these contributions to continue.

5. The unit member cannot continue the short-term disability/long-term disability payment because the unit member must be in paid status to make this payment.

**g. Status While on Leave*:*** Leave does not constitute a break in service for purposes of seniority or longevity.

**h. Spouse Employees*:*** If both spouses are employed by the District, the aggregate leave for both employees is limited to a combined twelve (12) weeks for the care of a newly arrived child (birth, adoption or foster care placement) or a sick parent. For other purposes, each employee is entitled to twelve (12) weeks of leave.

**i. Medical Certification of Serious Health Condition**

1. The unit member shall provide to the District medical certification of the serious health condition of a child, spouse or parent and a statement that the serious health condition requires the participation of a family member to provide care.

2. The unit member shall provide to the District medical certification of their own serious health condition and the inability to perform the functions of their position.

3. Medical certification may be provided by a physician, osteopath or other health care provider designated by the Secretary of Labor. (Form provided by Human Resources)

4. The District may, at its expense, require additional medical evaluation and certification of the unit member's own serious health condition (but not of the unit member's spouse, parent or child).

5. The District shall require release to return to work from an employee's health care provider following leave for the unit member's own serious health condition.

**j. Right to Reinstatement*:*** A unit member is entitled to reinstatement to the same or a comparable position, if the position exists at the time of the unit member's return.

**k. Procedure for Applying**

Notify Human Resources and complete any necessary forms.

**13. Miscellaneous**

**a.** All employees on paid absence, shall receive vacation, holiday, and sick leave credit, accrue seniority, and be eligible for health and welfare benefits.

**b.** Employees on unpaid leave and employees with thirty-nine (39) month re-employment rights shall, upon their return, retain seniority rights and step position on the salary schedule which they held at the beginning of the leave.

**c.** Employees on uncompensated leave shall not earn sick leave or vacation credit.

**d.** Any working day absence shall be reported on the prescribed form designated by Human Resources.

**e.** Employees on an approved uncompensated leave may continue participation in the fringe benefit programs outlined in Article 8: Fringe Benefits by prepaying to the District the full premium cost for such programs, provided the carrier approves. The employee must request continuation in the applicable fringe benefit program.

## ARTICLE 12

PROMOTIONS/TRANSFERS

### 1. Filling a Vacancy

When a new position in the classified unit is created, or an existing vacant position is ready for recruitment, , the District will post the vacancy on the District website for at least ten (10) full working days and notify the CSEA President. The job posting shall include: job title, FTE, months per year assigned to the position, the salary range, work schedule, assigned area or department at time of hire, screening process, statement regarding Equal Employment Opportunity regulation compliance, and the deadline for applying to the vacancy.

A detailed job announcement and current job description shall be available from the District Human Resources Department.

### 2. Transfers

A "transfer" is a move from a permanent employee's current department, and/or supervisor to another department and/or supervisor in the District within the same job classification.

Permanent unit members may also increase their FTE (full-time equivalent) or MPY (month-per-year) through a transfer. A change of FTE (full-time equivalent) or MPY(month-per-year) within an employee's current work assignment is not a transfer.

### 3. Transfer Procedures

**1.** In order to be considered a transfer applicant, a permanent unit member must apply for the vacancy. Probationary unit members are not eligible for transfers.

**2.** All eligible applicants shall receive consideration before external applicants will be interviewed. All applicants will be interviewed by the supervisor/manager and a Human Resources representative.

**3.** The following criteria will be considered in making the final selection. Final selection is within the discretion of the District.

**a.** Reference letters that the applicant may submitt at the time of application.

**b.** Previous performance evaluations (written and verbal from current supervisor/manager).

**c.** Specific skills required in the transfer assignment and the skill level of the applicant.

**d.** Seniority in the job classification.

**4.** Applicants who are not selected for the transfer assignment will receive a written response from the District indicating the reason for non-selection.

5. If an employee is selected for the transfer, they will be placed in the assignment in "probationary status" for a period of sixty (60) District work days. During the sixty (60) District work day probationary period, either or both the supervisor/manager and the employee have the right to terminate the transfer without cause.

6. During this sixty (60) District work day probationary period, the transfer employee's former assignment will be left vacant and may be filled by a substitute employee to allow the employee to return to the former assignment.

**4. ADA Accommodation**

Notwithstanding the terms of this Article regarding transfer priority, if a vacancy occurs within the bargaining unit and the District has a legal obligation to provide reasonable accommodation under the ADA that calls for placement of that individual in the upcoming vacancy, the District and CSEA agree as follows:

**a.** The District will provide notice to CSEA of the situation;

**b.** The District will decide whether or not to place the individual needing accommodation in the vacant position based on the requirements of the vacant position, the qualifications of the individual needing accommodation, and other factors the District deems relevant;

**c.** If the District decides to place the person needing accommodation in the newly open position, no posting of the position will be required.

**d.** If the District decides not to place the person needing accommodation in the newly open position, the posting procedures described above will be followed.

**e.** The District will notify the individuals and CSEA of any and all decisions.

**5. Promotions**

"Promotion" is the selection of a unit member through the application process for a vacant position in a higher classification.

**6. Promotion Procedures**

**a.** In order to be promoted a permanent unit member must apply for the position.
Probationary unit members are ineligible for promotion pursuant to this article.
Probationary unit members may apply for promotional opportunities as an outside applicant.

**b.** All internal applicants who are permanent unit members and meet the minimum qualifications for the position will be granted an interview.

**c.** Internal applicants who are interviewed but not selected for the promotional opportunity will receive a written response from the District upon their request.

**d. Permanent unit member selection for promotion.** If a permanent unit member is selected for promotion, the permanent unit member will be placed in the assignment in promotional

"probationary status" for a period of sixty (60) District work days. The District may extend the promotional probationary period by an additional sixty (60) District work days. During the promotional probationary period, either or both the supervisor/manager and the employee have the right to terminate the promotion. *See also* Article 5, Evaluation. During this promotional probationary period, the applicant's former assignment will be left vacant and may be back filled by a substitute employee to allow the employee to return to the former assignment. The District may initiate a recruitment for the vacant position during the promotional probationary period. If the promoted unit member does not pass probation in the higher classification, or elects to return to their former position held during the promotional probationary period, the unit member shall have the right to return to the position.

e. **Probationary unit member selected for promotion.** If a probationary unit member is selected for promotion, the probationary unit member will enter that position equivalent to a new hire. The probationary unit member will complete a full probationary period of six months or 130 days of paid service, whichever is longer, in the new position. The probationary unit member will have no right to return to their previous position with the District (for which they did not gain permanent status).

## ARTICLE 13

DISCIPLINARY ACTION

### PROGRESSIVE - DISCIPLINE, CORRECTIVE ACTION & DOCUMENTATION

**Definition:** **Dismissal** - Removal from the employment of the District

**Suspension** - Temporary removal from work without pay. All other benefits remain in effect.

Paid Administrative Leave – Temporary removal from work with pay. All other benefits remain in effect.

### 1. Guiding Principle

A guiding principle is that employees want to be productive and contributing members of the college community. When an employee's performance begins to deteriorate or when a serious infraction occurs, it is important that the supervisor communicates their concerns with the employee in a timely manner. The seriousness of an infraction will determine the appropriate corrective action and/or discipline.

The supervisor is responsible for taking timely, progressive and constructive action to inform the employee of a performance problem or inappropriate behavior and the need to correct it before using increasingly stronger disciplinary measures if an employee fails to correct their performance.

The formal progressive discipline process shall include an in-person meeting. If the session fails to resolve the issue additional steps may include a verbal warning, a written reprimand, suspension or termination of employment. The disciplinary action taken must correlate to the seriousness of the infraction and the employee's performance history.

The employee's performance should be monitored by the supervisor to ensure that the employee is performing satisfactorily in fulfilling the requirements of their position. When the supervisor has knowledge or anticipates that a problem is developing, the employee shall be immediately notified and counseled to correct their performance or unacceptable behavior.

### 2. Constructive Discipline and Corrective Action Steps

#### a. In-Person Meeting

The supervisor shall verbally inform the employee if there is a performance problem or unacceptable behavior, and what measures should be taken. The supervisor must give the employee reasonable time to correct their performance, along with explaining to the employee the consequences of not correcting the performance problem. A written memo should follow the verbal notice to the employee of the performance problem or unacceptable behavior.

**b. Verbal Warning**

The supervisor will provide a verbal-warning followed up with a summary in writing if the employee's performance or unacceptable behavior does not improve in the time frame discussed during the meeting. The supervisor will inform the employee of the unacceptable behavior or unsatisfactory job performance and the actions and timeframe necessary to improve their behavior or performance. The supervisor will explain to the employee the consequence of not correcting their performance problem or unacceptable behavior during the timeframe discussed. The verbal warning shall not be put in the employee's personnel file.

**c. Written Reprimand**

The supervisor shall issue a written reprimand if the employee's performance does not improve by the timeframe discussed. The written reprimand is a description of the unacceptable behavior or unsatisfactory job performance, and includes a review of the prior corrective action(s) taken, a factual statement of the circumstances causing the current corrective action and a clear notice of future performance expectations. The employee has the right to respond within ten (10) days following the receipt of the written reprimand. The written reprimand will be placed in the employee's personnel file after ten (10) days.

**d. Paid Administrative Leave**

If an employee needs to be removed from the workplace immediately because of a serious infraction or allegation about the employees' conduct before an investigation can be conducted, the employee will be noticed. Examples of these situations are suspected theft, potential sabotage and disorderly conduct posing a threat to the employee or other employees. In these situations, the supervisor must contact the Executive Director of Human Resources or designee immediately, who will determine if there is an immediate need to remove the employee from the workplace in order to investigate the situation. The employee will be suspended with pay pending the outcome of the investigation with the understanding that a final decision, and appropriate disciplinary action relative to the situation will be taken, up to and including dismissal. The employee will be given a written notice of the reasons for the suspension pending the outcome of an investigation.

**e. Suspension**

If the employee's performance does not improve after a written reprimand, the supervisor will notice the employee in writing that they will be placed on an involuntary unpaid leave temporary removal from employment of the District for a specific period, not to exceed five (5) work days. The written notice will include the reason(s) for the suspension. The notice shall also contain a statement of the right to a hearing on such charges. Benefits for the employee will continue during a suspension.

### 3. Cause for Disciplinary Action

A permanent classified employee shall be subject to disciplinary action, for any of the following causes:

a. Incompetency or inefficiency.

b. Absence and/or repeated tardiness without authority or sufficient reasons.

c. Insobriety or unauthorized use of narcotics or habit-forming drugs during duty hours.

d. Insubordination or insolence or disrespect toward superiors.

e. Dishonesty.

f. Conviction of a felony, any crime involving moral turpitude, or any crime bringing discredit upon the District.

g. Immoral conduct.

h. Evident unfitness for service.

i. Violation of or refusal to obey the education laws of the State or regulations of the District.

j. Discourteous treatment of the public, pupils or other employees while on duty.

k. Conduct in violation of Section 1028 of the Government Code (advocating the overthrow of the Government of the United States or of any state by force or violence).

l. Any conduct inimical to the welfare of the District or the students.

m. For employees who drive a vehicle in the regular course of their employment:

   i. Failure to maintain a good personal or business driving record;

   ii. Failure to satisfy the insurability requirements of the District's insurance carrier under the District's regular insurance policies. The District's ability to obtain insurance for the employee under a high risk or any policy other than the regular insurance policies does not mitigate this failure.

n. Neglect of duty.

o. Material and intentional misrepresentation or concealment of any fact in connection with obtaining employment.

p. Willful damage to public property or waste of public supplies or equipment.

q. Failure to possess or keep in effect any license, certificate or other similar requirement specified in the law or the employee's position description or otherwise necessary for the employee to perform the duties of the position.

r. Violation of a collective bargaining agreement.

s. Abandonment of job.

**4. Hearings**

When the employee is entitled to *Skelly* due to process rights, the procedure in this Article shall constitute the *Skelly* due process.

**a. Notice of Proposed Disciplinary Action/Employee Right to Evidentiary Hearing**

i. **Notice** - Prior to the implementation of disciplinary action, any permanent classified employee against whom such action is initiated by the District shall be given written notice by the Superintendent/President or designee of the specific charges. The notice shall contain:

1. The reasons for the proposed action.
2. A copy of the charges and all the material upon which it is based.
3. A statement that the employee has the right to request a pre-disciplinary Informal Conference and a hearing on the charges.
4. The date the disciplinary action will be effective. In the case of a hearing on the charges under this Article, the District will postpone the effective date until a date on or after the date the Governing Board issues its Decision except as provided in subsection v below.

ii. **Informal Conference** The notice shall inform the employee of the right to request a pre-disciplinary Informal Conference. The Informal Conference shall take place no later than ten (10) calendar days after service of the notice, unless the employee and District mutually agree otherwise. The purpose of the Informal Conference is to provide the employee with a pre-hearing opportunity to respond orally and/or in writing to the charges. The Superintendent/President or designee shall consider the employee's response. The employee and District may discuss resolution of the charges set forth in the notice. The employee may bring a representative of the employee's choice to the Informal Conference, provided the employee notifies the District of the representative's name and contact information at the time the employee requests an Informal Conference. Within ten (10) District business days after the Informal Conference, the District shall notify the employee of the decision to dismiss, to uphold, or to modify the causes or disciplinary action specified in the notice.

iii. **Right to a Hearing on the Charges** – If discipline is recommended after considering information presented at the Informal Conference, or if no Informal Conference is held, the District shall provide notice to the employee advising the employee of the right to a hearing on the charges. If the employee wishes a hearing, the request for hearing must be submitted within ten (10) calendar days after service of the notice on the employee, and

said notice shall be accompanied by a paper, the signing and filing of which with the Superintendent/President or designee shall constitute a demand for a hearing and a denial of all charges. Failure of the employee to file a request for hearing within the time specified shall constitute a waiver of the employee's right to a hearing.

iv. **Service of Notice** – The notice shall be made in writing and served in person or by registered mail or certified mail to the employee at the last known address. Service shall be deemed complete upon personal service, or if served by mail, five (5) District business days after work deposit in the mail with postage prepaid.

v. **Suspension without pay pending hearing pursuant to Education Code section 88013(f).**

1. If discipline is recommended following the Informal Conference, the District may suspend the employee without pay (but with their health benefits) when a preponderance of the evidence shows the employee engaged in criminal misconduct, misconduct that presents a risk of harm to students, staff or property, or committed habitual violations of the District's polices or regulations.
2. Alternatively, when a hearing on the changes will be conducted by an impartial third-party hearing officer or the Board, the District may suspend the employee without pay (but with their health benefits) before a decision is rendered after thirty (30) calendar days from the date the hearing is requested.

**b. <u>Conduct of the Hearing</u>**

**i.** **<u>Hearing Board</u>** -- The Governing Board shall determine whether any hearing will be conducted before the entire Governing Board or one or more named members of the Governing Board or a Hearing Board or officer appointed by the Governing Board, and shall make such appointments as may be necessary. The term "Hearing Board" shall mean any board, board member or other person named or appointed under this Article to hear any hearing. The hearing shall be in executive session (closed) unless the employee requests in writing that the hearing be held in open (public) session to the extent allowed by law.

**ii.** **<u>Notice of Hearing</u>** -- The Superintendent/President or designee on behalf of the Governing Board or the Hearing Board shall set the matter for hearing and shall give the employee at least five (5) working days notice in writing of the date and place of such hearing.

**iii.** **<u>Released Time</u>** -- If the hearing is held during the work hours of employee(s), witness(es) and such employee(s) shall be released without any loss of pay or benefits, to appear at the hearing.

**iv.** **Employee Attendance at the Hearing** – The employee shall attend any hearing unless excused by the Hearing Board. The employee's failure or refusal to attend the hearing when they have not been excused by the Hearing Board shall constitute a waiver of the right to a hearing on the charges and discipline.

**v.** **<u>Rights of Employee</u>** – The employee shall be entitled to:

1. upon request, have copies of the materials upon which the charges are based;
2. be represented by counsel or any other person at such hearing;
3. testify under oath;
4. compel the attendance of other employees of the District to testify on their behalf;
5. cross-examine all witnesses appearing against them and all employees of the District whose actions are in question or who have investigated any of the matters involved in the hearing and whose reports are offered in evidence before the Hearing Board;
6. impeach any witness;
7. present such affidavits, exhibits and other evidence as the Hearing Board deems pertinent to the inquiry;
8. argue their case.

The party attempting to substantiate the charges against the employee shall be entitled to the same privileges.

vi. **Evidence** - The hearing shall be informal and 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 admission of such evidence over objection in civil actions. Hearsay evidence may be admitted for any purpose but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege and of official or judicial notice shall be effective to the same extent as in civil actions. Irrelevant and repetitious evidence shall be excluded. Oral evidence shall be taken only under oath or affirmation.

vii. **Exclusion of Witnesses** - The Hearing Board may at its discretion exclude witnesses not under examination, except the employee and the party attempting to substantiate the charges against the employee, and their, respective counsel. When hearing testimony on scandalous or indecent conduct, all persons not having a direct interest in the hearing may be excluded.

viii. **Burden of Proof** - The burden of proof shall be upon the party attempting to substantiate the charges.

ix. **Findings and Decision** - Upon completion of the hearing, Findings of Fact and Conclusions of Law shall be signed and filed by the Governing Board, which shall constitute its decision. If the hearing is not before a quorum of the Governing Board, written findings and conclusions shall be submitted by the Hearing Board to the Governing Board for its approval. If the Governing Board accepts such findings and conclusions, it need not read the record of the hearing; if it declines to accept such findings and conclusions, it must read the record or hold a new hearing, after which it

may adopt the findings and conclusions made by the Hearing Board, or make its own findings and conclusions.

Unless the decision provides otherwise, it shall be effective immediately. Notice of the decision shall be mailed promptly to the employee or his/her counsel or representative. Except for the correction of clerical error, such decision shall be final and conclusive, subject only to judicial review.

**c.** **Report of Hearings** - The hearing shall be recorded by the District. At least two (2) work days prior to the hearing, the employee may inquire how the hearing will be recorded. If a court reporter is not to be used and the employee requests that such reporter be used, the cost shall be borne by the employee unless the District desires a copy of the transcript and then the cost of the reporter and of the transcript shall be borne equally between the District and the employee.

**d.** **Transcripts of Hearings** - Transcripts of hearings shall be furnished to any person on payment of the cost of preparing such transcripts. When transcripts are provided by the employees of the District, the cost shall be determined by the Vice President of Finance and Operations. When transcripts are provided by an independent contractor, the cost will be established by the independent contractor.

**e.** **Continuances** - The Hearing Board may grant a continuance of any hearing upon such terms and conditions as it may deem proper, including in its discretion the condition that the employee shall be deemed to have waived salary for the period on continuance. Any request for continuance made less than 48 hours prior to the time set for the hearing will be denied unless good cause is shown for the continuance.

**5. Alternative Hearing**

As an alternative to the type of hearing provided for in subdivision 4. above, the employee may request that the hearing to be conducted be an informal one by so stating in their demand for hearing. In the event the employee requests an alternative hearing, and their collective bargaining representative agrees, the Superintendent/President or designee shall arrange with the employee for the type of alternative hearing to be conducted and the parties may agree in writing upon what person or persons shall hear the matter and how the hearing shall be conducted. In the event the parties fail to agree in writing within five (5) working days after filing of the notice of demand for hearing upon who shall hear the matter and how it shall be conducted, the hearing shall be conducted as provided for in subdivision 4. above. In the event the matter is heard through an alternative hearing as agreed upon in writing, the decision of the persons hearing the matter shall be final and conclusive, and there shall be no right of appeal by the employee to the Governing Board or to the courts unless otherwise stipulated in the written agreement to handle as an informal hearing.

## ARTICLE 14

CLASSIFICATION, RECLASSIFICATION, AND ABOLITION OF POSITIONS

### 1. Job Descriptions

The District shall provide CSEA with notice and opportunity to bargain regarding changes to job descriptions on wages or terms and conditions of employment.

Each job description shall be reviewed by the supervisor and the employee during the performance evaluation process. Any recommended changes shall be submitted in writing to HR for consideration and potential negotiations.

### 2. Placement in Class

Every bargaining unit position shall be placed in a classification. Classification of positions will follow the agreed upon salary schedule. Classification of a position will include a written job description which contains an accurate and concise description of duties and responsibilities, and skills, knowledge and abilities required to perform the job.

### 3. Salary Survey

When initiated by mutual agreement of CSEA and the District, and in 2023, the District will conduct a study comparing the CSEA salary schedule and classifications to a comparable list of institutions (from the Bay 10 community college districts – Peralta, Contra Costa, Foothill de Anza, San Mateo, West Valley Mission, Ohlone, Chabot Las Positas, San Francisco City College, San Jose Evergreen) to ensure comparable salaries and that job descriptions accurately reflect the duties performed. The results of the study (classification and salary survey) will be reviewed by the District and CSEA for implementation as may be mutually agreed upon as part of successor contract negotiations. Changes for specific classifications will be considered in accordance with Article 14, Section 6.B.

### 4. New Positions or Classes of Positions

All newly-created positions or classes of position classifications, unless specifically exempted by law, shall be assigned to the bargaining unit if the job descriptions describe duties performed by employees in the bargaining unit or which by the nature of the duties should reasonably be assigned to the bargaining unit. Any dispute regarding this paragraph shall be solely determined by PERB. The District shall notify CSEA of any proposed new classification to be assigned to the unit and negotiate its salary with CSEA.

### 5. Downward Adjustment

Any downward adjustment of any classification or position within a classification shall be considered a demotion and shall take place only as a result of following the layoff (classification or position within a classification) or disciplinary (person in a position within a classification) procedures of this Agreement, as applicable.

## 6. Reclassification

### a. Definition:

**1.** Reclassification is a change in range based on any of the following reasons:

a. New job duties with significantly increased difficulty/complexity, scope and/or significantly higher level of responsibility are either gradually added or eventfully added to the requirements of the position. The employee must be consistently asked to perform tasks not contemplated in their job.

b. An extraordinary need for change, such as because of an ongoing shortage of applicants for, excessive turnover in, or unique skills required for the position.

**2.** Increase in workload is **NOT** considered to be a valid reclassification request.

**b. Process:** The process for an employee to request a reclassification consists of the following steps:

**1.** An employee may request a review of the classification of her or his position. The review will be based on the employee's job description, duties performed and recommendations of the supervisor. An employee may submit no more than one (1) request in a two (2) year period. An employee must serve in the current classification for at least two (2) years prior to submitting a request.

**2.** To submit a reclassification request, the employee must complete the reclassification request form (Attachment Q) and submit it to Human Resources on or before October 1. The employee must submit a request to Human Resources on or before October 1 in order to have the request considered during that fiscal year. The employee is responsible for submitting evidence in support of each component of the reclassification request.

**3.** After October 1 of a fiscal year in which reclassification requests are submitted, Human Resources will convene the Reclassification Committee to consider submitted requests. The Reclassification Committee will meet as necessary for full consideration of requests and completion of the classification review process. The request review process shall be completed on or before February 1.

**4.** The Reclassification Committee will review requests as outlined in section 8 below.

**5.** The date on which the approved reclassification takes effect, for purposes of salary and seniority in the classification, shall be the date on which the reclassification duties commenced. Retroactive pay will be limited to July 1 of the year the employee filed the request that was approved. Any out-of-classification pay already received by the employee for the work will be factored into any retroactive pay calculation.

**6.** The Reclassification Committee shall notify Human Resources, the employee, and their supervisor of the outcome of the reclassification review. If the Reclassification Committee reaches a consensus, the decision shall be binding on the employee/classification. If the Reclassification Committee is split, the matter shall be recommended to CSEA and the District to resolve. Within ten (10) calendar days of receiving the reclassification decision, the employee

may request a meeting with a District representative and CSEA representative regarding the decision. The Reclassification Committee or CSEA/District may reevaluate the decision at its discretion following a meeting with the employee. If the Reclassification Committee or CSEA/District reaches a consensus following any meeting, the decision is binding.

**7.** When a reclassification request is approved, or approved as adjusted by the Reclassification Committee, Human Resources shall refer the Reclassification Committee's final recommendations to the Negotiations Committee to finalize and sign off prior to implementation.

**8. Reclassification Committee and Review of Requests:**

**a.** The Reclassification Committee shall consist of up to three (3) unit members selected by CSEA and up to three (3) employees selected by the District to work on a procedure.

**b.** The Reclassification Committee will establish internal committee procedures and may request additional information concerning the applicant's position as needed. Information may include, but not be limited to, desk audit, interviews, and comparable salary data from the Bay 10 community college districts.

**1.** Although the Reclassification Committee may request additional information from the applicant, it is the applicant's responsibility to include all information and evidence that he/she/they consider relevant with the original request. Applicants are not entitled to supplement their application after submitting it.

**2.** If the Reclassification Committee determines that interviewing the employee or supervisor is necessary as part of its review of a request, the Reclassification Committee will interview both the employee and the supervisor.

**3.** When the Reclassification Committee chooses to interview employees, they will get release time to appear before the Reclassification Committee.

**4.** The Reclassification Committee may compare the CSEA salary schedule and classifications to a comparable list of institutions (from the Bay 10 community college districts – Peralta, Contra Costa, Foothill de Anza, San Mateo, West Valley Mission, Ohlone, Chabot Las Positas, San Francisco City College, San Jose Evergreen) to review comparable salaries and consider similar job descriptions to accurately reflect the duties performed.

**c.** All recommendations of the Reclassification Committee shall be made by a majority vote, with all committee members present by remote attendance (telephone or video conference) or in person for the vote.

**d.** Any Classified Committee Member whose position is being considered for reclassification will be recused from the Committee and temporarily replaced by another Classified Employee designated by the remaining Classified Committee Members.

# ARTICLE 15

## LAYOFF AND REEMPLOYMENT

### 1. Reason for Layoff

In accordance with Education Code section 88017 and other applicable law layoff shall occur only for lack of work or lack of funds, and in compliance with the seniority requirements of the California Education Code.

### 2. Notice of Layoff to CSEA and Unit Member

The District shall notify CSEA in writing, in advance, of staff's recommendation to the Board to layoff employees. Upon the request of either the District or CSEA, the District and CSEA shall meet following the receipt of such initial notice to negotiate any identified impacts of the layoff beyond the provisions of this Article.

a. Any permanent unit member who is subject to layoff because their position must be eliminated as the result of the expiration of a specially-funded program shall receive a sixty (60) day advance notice of layoff. No later than August 1st of each year the District shall identify all specially funded positions and provide this list to CSEA.

b. Pursuant to Education Code section 8303 (c), permanent Child Study Center employees who are required for their positions to hold child development permits for the supervision and instruction of children, or for the supervision of the preschool program, including but not limited to Child Study Center Specialists, may be laid off at any time during the school year for lack of work or lack of funds. The employees shall receive a sixty (60) day advance notice of layoff.

c. Any other permanent unit member who is subject to layoff shall receive a notice from the Superintendent/President or designee no later than March 15 that it has been recommended that the unit member receive a notice that their services will not be required for the ensuing year. This notice given no later than March 15 shall inform the unit member of the right to request a hearing pursuant to Education Code section 88017. No later than May 15, the Board shall give the unit member a notice of termination that the unit member's service will not be required for the ensuing year.

d. Any notice required under Education Code section 88017 shall be deemed sufficient when it is delivered in-person to the unit member, or when it is deposited in the U.S. registered mail, postage prepaid, and addressed to the last known address of the unit member.

### 3. Reduction in Hours

Any reduction in regularly assigned time as an alternative to layoff shall be considered a layoff under the provisions of this Article.

### 4. Order of Layoff

The order of layoff shall be based on seniority within that affected class and higher classes in which the employee has worked and gained permanency. An employee with the least seniority within the class plus higher classes, as described above, shall be laid off first. Effective July 1, 2012, seniority shall be based on date of hire in the affected class plus higher classes, as described above, in accordance with the California Education Code. Current CSEA employees as of June 30, 2012, were placed on the seniority list pursuant to a memorandum of understanding between CSEA and the District. Any CSEA employee hired on or after July 1, 2012 shall be placed on the seniority list according to the date of hire.

**5. Bumping Rights**

An employee laid off from their present class may bump into a lateral or lower class(es) in which the employee has worked and gained permanency. Such bumping shall be based on the employee's seniority rights.

**6. Layoff in Lieu of Bumping**

An employee who elects a layoff in lieu of bumping maintains reemployment rights under this Agreement.

**7. Equal Seniority**

If two (2) or more employees subject to layoff have equal class seniority, the determination as to who shall be laid off will be made on the basis of the hire date seniority and, if that is equal, then the determination shall be made by lot.

**8. Reemployment Rights**

Laid off persons are eligible for reemployment in the class from which they were laid off for a thirty-nine (39) month period and shall be reemployed in the reverse order of layoff, if vacancies occur within the classification.

In addition, they shall have the right to apply for promotional positions within the filing period specified in the Promotions/Transfers, Article 12 of this Agreement.

**9. Voluntary Demotion or Voluntary Reduction in Hours**

Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be returned, at the employee's option, to a position in their former class or to positions with increased assigned time as vacancies become available. Their reemployment to the former position or time shall be in accordance with their seniority on the reemployment list.

**10. Retirement in Lieu of Layoff**

**a.** Any employee in the bargaining unit may elect to accept a service retirement in lieu of layoff, voluntary demotion, or reduction in assigned time. Such employee shall within ten (10) workdays prior to the effective date of the proposed layoff complete and submit a form provided by the District for this purpose.

**b.** The employee shall then be placed on a thirty-nine (39) month reemployment list in accordance with Section 8. of this Article; however, the employee shall not be eligible for reemployment during such period of time as may be specified by pertinent Government Code or Education Code sections.

**11. Notification of Reemployment Opening**

Any employee who is laid off and is subsequently eligible for reemployment shall be notified by telephone and in writing by the District of an opening. Such notice shall be sent by certified mail to the last address given the District by the employee.

**12. Employee Notification to District**

An employee shall notify the District of their intent to accept or refuse reemployment either upon notification by the District or no later than two (2) working days following said notification. If the employee accepts reemployment, the employee must report to work not sooner than two (2) weeks following acceptance of reemployment. An earlier return date may be established if mutually acceptable.

**13. Seniority Roster**

On an annual basis, by August 1, the District shall provide CSEA with the current seniority roster. CSEA will review the roster and notify the District of any concerns. Failure of either the District or CSEA to circulate and/or review the seniority roster shall not invalidate any layoff. However, in accordance with the Education Code section 88017, errors on the seniority roster can remain on a basis to challenge a layoff.

**14. Final Pay**

Vacation and compensatory time earned and unused at the time of layoff shall be computed and paid with the final pay warrant due the employee.

**15. Restoration of Sick Leave**

Sick leave hours earned and unused at the time of layoff shall be restored to the employee upon reemployment within the legal reemployment period.

**16. Step Placement upon Reemployment**

Laid off employees shall be credited for all time served in the position and step from which they were laid off for the purposes of step placement and advancement to higher steps on the salary schedule, if applicable, upon reemployment.

**17. Disputes**

Employees may bring to the attention of the Chief Human Resources Officer any objections to the seniority roster used for layoffs. Said objections are to be made to allow the District time to review the list and, if necessary correct any errors contained therein.

## 18. Seniority upon Reemployment

Seniority earned within classification and higher classifications up to the effective date of layoff shall be reinstated to the employee who is subsequently reemployed within the statutory reemployment period.

## 19. Job Interviews

Employees to be laid off shall be permitted to use up to three (3) days of any available vacation leave or compensatory leave or, after exhaustion of vacation leave and compensatory leave, personal necessity leave as provided for within the contract for the purpose of attending job interviews scheduled during their working day.

## 20. Exercise of Bumping Rights

An employee who has bumping rights as indicated by the District shall be given ten (10) work days, if possible, but in no event less than five (5) work days from date of receipt of their layoff notice required by March 15 to notify the District of their intention to exercise such bumping rights.

## 21. Probationary Employees

This Article shall not be construed to interfere with the District's right to release a probationary employee without notice or a hearing.

## ARTICLE 16

GRIEVANCE PROCEDURE

**1. Definitions**

**a.** A "grievance" is a complaint by the grievant that he/she/they has been directly and adversely affected by a misapplication or violation of a specific provision of this Agreement.

**b.** A "grievant" is a member of the bargaining unit (as defined by this contract) with a grievance, or CSEA. CSEA may file an individual or group grievance on behalf of an employee or employees.

**c.** A "day" is any day in which the District Office or the School District is open for business.

**d.** A "Supervisory/Management Team Member" is an employee in a position designated as supervisory or management by the Public Employee Relations Board.

**2. Procedure**

Grievances shall be handled in the following manner:

**a. Level I – Informal Grievance**

Before filing a formal grievance, the grievant shall attempt to resolve it by an informal conference with the first supervisory/management team member in the chain of command within thirty (30) days after the occurrence of the act or omission giving rise to the grievance or after he/she/they becomes aware or should become aware of the act or omission. Failure by a grievant to appeal the decision at Level 1 within twenty (20) days shall be deemed an acceptance of the decision.

**b. Level II**

If the grievant is not satisfied with the decision at the Level I conference, then within twenty (20) days after the informal conference, the grievant may present the grievance in writing on the "Grievance Form" (Attachment J) to the first supervisory/management team member in the chain of command.

This statement shall be a clear, concise statement of the specific Section of the collective bargaining agreement involved, the relevant circumstances, the decision rendered at the informal conference, and the specific remedy sought.

The supervisor/management team member shall communicate his/her decision and reason for his/her decision in writing within ten (10) days after receiving the grievance. Failure by a grievant to appeal the decision at Level II within twenty (20) days shall be deemed an acceptance of the decision.

At Level II of the grievance procedure, the grievant may elect in writing to represent himself/herself rather than have CSEA provide representation. If the grievant elects to represent himself/herself at this level, or at any later levels, CSEA shall be relieved of any further obligation of representation.

**c. Level III**

If the grievant is not satisfied with the decision at Level II, the grievant may appeal the decision on the prescribed form to the appropriate Vice President/District Department Manager in the chain of command within twenty (20) days of the response from the first supervisory/management team member in the chain of command.

Should the grievant, and/or CSEA representative, request a conference, the Executive Director, Human Resources & Labor Relations or designee, grievant and/or CSEA representative shall meet at a mutually convenient time in an effort to resolve the grievance. Extensions shall be granted to accommodate such meetings. The appropriate Vice President and/or Manager may also participate in this meeting, if deemed necessary by the Executive Director, Human Resources and Labor Relations or designee. At such meeting, either party may request the presence of relevant witnesses including, but not limited to, supervisory/management team personnel.

The Vice President/Manager shall communicate his/her decision and reasons for his/her decision in writing on the prescribed form within ten (10) days after receiving the grievance. Failure by a grievant to appeal the decision at Level III within twenty (20) days shall be deemed an acceptance of the decision.

**d. Level IV**

If the grievant is not satisfied with the decision at Level III, within twenty (20) days after receipt of the Level III response, the grievant may appeal the decision on the appropriate form to the Superintendent/President or designee. The Superintendent/President or designee shall communicate, in writing, a decision within ten (10) days after receipt of the appeal. Failure, by grievant, to appeal the decision at Level IV within twenty (20) days shall be deemed an acceptance of the decision.

**e. Level V**

**1.** Within twenty (20) days of the grievant' s receipt of the decision at Level IV, CSEA shall inform the District as to whether the grievance will be arbitrated. CSEA and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request that the State Conciliation Service supply a panel of five (5) names of persons experienced in hearing grievances in public schools. The order of the striking shall be determined by lot. Each party shall alternately strike a name until only one (1) name remains. The remaining panel member shall be the arbitrator.

**2.** If either the District or CSEA so requests, a separate arbitrator shall be selected to hear the merits of any issue raised to determine arbitrability of a grievance. No hearing on the merits of the grievance will be conducted until arbitrability of a grievance is determined. The process to be used in selecting an arbitrator shall be as set forth in Section a. above.

The fees and expenses of the separate arbitrator determining the arbitrability of shall be borne by the party that raised the question of arbitrability of a grievance**.**

3. The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues so submitted. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.

4. The District and CSEA agree that the jurisdiction and authority of the arbitrator so selected and the opinions the arbitrator expresses will be confined exclusively to the interpretation of the express provision or provisions of this Agreement at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Agreement or impose any limitations or obligations not specifically provided for under the terms of this Agreement. The arbitrator shall be without power or authority to make any decision that requires the District or the administration to do an act prohibited by law.

5. After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties the findings and award.

6. The award of the arbitrator shall be final and binding.

7. The fees and expenses of the arbitrator and the hearing shall be shared equally by the District and CSEA. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. Either party may request a certified court reporter to record the entire arbitration hearing. The cost of the services of such court reporter shall be paid by the party requesting the reporter or shared by the parties if they both mutually agree. If the arbitrator requests a court reporter, then the costs shall be shared by both parties.

8. By filing a grievance and processing it beyond Level IV, the grievant expressly waives any right to statutory remedies or to the exercise of any legal process other than as provided by this grievance/arbitration procedure. The processing of a grievance beyond Level IV shall constitute an express election on the part of the grievant that the grievance/arbitration procedure is the chosen forum for resolving the issues contained in the grievance, and that the grievant will not resort to any other forum or procedure for the resolution or review of the issues. The parties do not intend by the provisions of this paragraph to preclude the enforcement of any arbitration award in any court of competent jurisdiction.

## 3. Miscellaneous

### a. Conduct

1. During the pendency of any grievance, the grievant shall continue the assigned functions until a resolution of the grievance is final.

2. No reprisals of any kind will be taken by the District, its employees or agents against participants in the grievance procedures by reason of such participation.

**b. Forms**

Forms for filing grievances (Attachment J), serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared by the District and made available upon request so as to facilitate operation of the grievance procedure. Preparation of grievances shall not be at the expense of the District in that use of the District equipment or extraordinary use of the District facilities shall be prohibited. The costs of preparing such forms shall be borne by the District.

**c. Grievance File**

**1.** While a grievance is pending, all documents, communications and records pertaining to a grievance shall be kept in a separate grievance file in Human Resources. However, materials which could be related to disciplinary matters may be put in the employee's personnel file in accordance with those conditions outlined under Education Code Section 87031. During the pendency of any proceeding, and until the final determination has been reached, all proceedings shall be private, subject to the provision of the Brown Act.

**2.** The "grievance file" shall be available for inspection only by the employee, management, supervisory, or confidential employees in the chain of command and/or involved in the grievance processing procedures for the District, designated agents of the District, and CSEA President, Chief Job Steward and Field Representative.

**d. Released Time**

The grievant, CSEA representative and any necessary witnesses shall be granted a reasonable amount of release time to attend any hearings, meetings, or to inspect personnel or grievance files required by this grievance process between the District and the grievant.

**e. Special Circumstances**

**1.** If the grievance involves employees with different immediate supervisors, the grievance may be filed at Level III. If the grievance involves employees, not all of whom have the same supervision at Level III, the grievance may be submitted at Level IV.

**2.** The District shall consult with CSEA regarding any dispute over a written directive interpreting any Article of the Agreement by a management employee, should CSEA request such a consultation.

**f. Time Limits**

**1.** Time limits at each level shall begin the day following receipt of written decision by the parties in interest. Such time limits can only be extended by mutual agreement by CSEA and the District except as provided in C. 6. b).

**2.** No management or supervisory employee shall be required to handle more than one (1) CSEA grievance at a time unless the supervisor/management team member has agreed to do so. Any additional grievances shall be handled in order of submission and the time limits shall

begin to run as soon as the prior grievance has been elevated to the next level or been terminated by the grieving party(s).

3. The District shall inform the CSEA Chief Job Steward and the CSEA Field Representative in writing regarding the status of unit grievances whenever this provision applies.

4. A decision rendered at any step in these procedures becomes final and binding upon all parties unless appealed within the time limit specified. If a decision is not given within the time limit, an appeal may be taken directly to the next level.

**g. Distribution of District Responses to Grievance**

1. If the grievance is filed by a member of the bargaining unit ("unit member"), the District response(s) to the grievance shall be distributed by the District to the unit member by certified mail and by regular mail to the CSEA Field Representative and in-house mail to the CSEA Chief Job Steward.

2. If the grievance is filed by a CSEA representative, the District response(s) to the grievance shall be distributed by the District to the unit member and the CSEA Field Representative by regular mail and to the CSEA Chief Job Steward through hand delivery and written acknowledgement of such delivery.

## ARTICLE 17

HEALTH AND SAFETY

**1. <u>Health and Safety Committee</u>**

**a.** A Health and Safety Committee shall be formed under the auspices of the Superintendent/President or designee. The Committee shall include two (2) members appointed by CSEA, and up to two (2) members appointed by the Superintendent/President. The Committee shall make recommendations to the Superintendent/President or designee concerning improvements in health and safety conditions.

**b.** The bargaining unit members of the Committee shall be allowed reasonable release time to carry out their obligations on the Health and Safety Committee.

**c.** No employee shall be retaliated against as a result of reporting any alleged unsafe conditions.

**d.** The Committee shall convene to meet at the request of either party no later than 30 calendar days after the request.

**e.** Matters posing a threat to health and safety shall be dealt with expeditiously.

## ARTICLE 18

SEVERABILITY

If, during the life of this Agreement, there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.

## ARTICLE 19

COMPLETION OF AGREEMENT

This document constitutes the complete Agreement between the parties and concludes negotiation for the term of this Agreement. The parties shall have no obligation to meet and negotiate except as set forth in the re-openers.

## ARTICLE 20

CONCERTED ACTIVITIES

It is agreed and understood that there will be no strike, work stoppage, slowdown, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by CSEA or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity. There shall be no lockout by the District.

CSEA recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slowdown, or other interference with the operations of the District by employees who are represented by CSEA, CSEA agrees in good faith to take all necessary steps to cause those employees to cease such action.

It is understood that in the event this Article is violated, the District shall be entitled to withdraw the rights set forth in Article 3.

## ARTICLE 21

NON-DISCRIMINATION

The District shall not discriminate against any member of the bargaining unit on the basis of race, ancestry, color, national origin, sexual orientation, disability, religious creed, age, gender, marital status, medical condition, status as a Vietnam era veteran or membership or participation in the activities of an employee organization insofar as such matters are within the scope of representation set forth by law.

## ARTICLE 22

LABOR MANAGEMENT COMMITTEE

The District and CSEA shall hold Labor Management Committee (LMC) meetings to address issues of concern to CSEA and the District, except for issues that are negotiable. The Committee's charge shall be to discuss matters in an attempt to achieve mutually satisfactory resolutions short of taking formal action.

The Committee will meet on a monthly basis. It will consist of a minimum of four (4) people including a minimum of two District representatives assigned by the Executive Director for Labor Relations and two (2) CSEA representatives. Each party may bring in others as Resources/Observers when needed.

Both CSEA and the District shall exchange a proposed agenda, including a list of items/issues to be discussed and requested/proposed additional participants, at least five (5) working days prior to the next scheduled meeting. Human Resources will communicate via email the consolidated agenda within three (3) working days of the meeting to all Committee members.

Items not on the agenda may be added at the meeting by mutual agreement. Without mutual agreement, those items will be added to the agenda at the next meeting. A scheduled meeting may be cancelled and additional meetings may be scheduled by mutual agreement.

## ARTICLE 23

DURATION

The parties agree to continue the terms and conditions of employment set forth in this agreement from January 1, 2026 to December 31, 2028.

| **CSEA** | **District** |
| --- | --- |
| Francisco Aviles | Shawna Callahan |
| Brandon Drake | Jon Horinek |
| Melinda Durfee | Eresa Puch |
| Keli Gaffney | Mia Robertshaw |
| Valerie Marckwordt | |
| Joanna Pinckney | |
| Joseph Gomez | |

# ATTACHMENTS A-T FOLLOW

## ATTACHMENT A

| MARIN COMMUNITY COLLEGE DISTRICT<br>CSEA EMPLOYEE EVALUATION FORM |
|---|

| | |
|---|---|
| Employee's Name: | Hours of Employment: |
| Position: | Evaluation Period:<br>From: To: |
| Type of Evaluation: 3rd Month ☐<br>Permanent: ☐ or Probationary: 6th Month ☐ | Evaluator's Name: |

*RATINGS: All categories must be supported in the comments section or in the form of an attachment.*

RATING CODES:
5 = Superior performance. Demonstrates exceptional performance beyond expectations; demonstrates outstanding quality, initiative, and equity-minded practices.
4 = Above average. Frequently performs above job expectations; work is consistently high quality.
3 = Satisfactory. Reliably meets job expectations; performance meets standards and is generally consistent.
2 = Fair. Meets some job expectations, but performance is inconsistent; improvement needed.
1 = Unsatisfactory. Fails to meet job expectations; performance does not demonstrate necessary skills or behaviors.

**Part I. Professional Skills**

1. HEALTH AND SAFETY PRACTICES
   - Complies with District safety practices.
   - Avoids unnecessary risks; takes health precautions.
   - Models safe habits & contributes to a culture of safety and wellness.

**Performance Level:** ☐ 5 ☐ 4 ☐ 3 ☐ 2 ☐ 1

2. KNOWLEDGE OF WORK
   - Understands duties and responsibilities thoroughly, applying knowledge in a way that supports equity and inclusion.
   - Follows work instructions completely and accurately, ensuring processes are accessible and considerate of diverse needs.
   - Demonstrates the ability to grasp and carry out job duties effectively, adapting approaches to accommodate varied perspectives and requirements.
   - Maintains a clear understanding of job requirements.

**Performance Level:** ☐ 5 ☐ 4 ☐ 3 ☐ 2 ☐ 1

3. JUDGMENT, DECISION MAKING AND DEPENDABILITY
   - Demonstrates sound judgement and makes well-informed decisions, considering the impact on equity and inclusion.
   - Recognizes unusual circumstances and responds appropriately, ensuring solutions are fair and reasonable.
   - Works effectively without supervision, maintaining accountability and reliability.
   - Follows directions accurately and consistently, while adapting to diverse needs and perspectives.
   - Identifies practices that perpetuate inequity and takes appropriate action to address or prevent them.

**Performance Level:** ☐ 5 ☐ 4 ☐ 3 ☐ 2 ☐ 1

4. PLANNING AND ORGANIZING WORK

- Maintains an organized and efficient work system that supports access to information for all team members.
- Prioritizes tasks effectively to meet deadlines and respond to emergencies, while considering diverse perspectives and ensuring inclusive decision-making.
- Plans work processes proactively to minimize barriers and promote accessibility for colleagues and stakeholders.
- Allocates time and resources fairly, ensuring that workload distribution reflects equity and supports team diversity.

**Performance Level:** ☐ 5 ☐ 4 ☐ 3 ☐ 2 ☐ 1

5. QUALITY AND ACCURACY OF WORK

- Consistently produces high-quality work, demonstrating attention to detail and a commitment to institutional standards.
- Maintains accurate and complete records, ensuring documentation is clear and accessible.
- Reviews and proofreads work carefully to identify and correct errors.

**Performance Level:** ☐ 5 ☐ 4 ☐ 3 ☐ 2 ☐ 1

6. COMMUNICATION

- Communicates clearly, concisely, and in a manner that is accessible to the recipient.
- Engages respectfully and equitably with all members of the College's diverse community.
- Actively listens and seeks input from individuals with varied perspectives.
- Uses language and tone that promote respect, dignity, and accessibility.

**Performance Level:** ☐ 5 ☐ 4 ☐ 3 ☐ 2 ☐ 1

7. OPERATION AND CARE OF EQUIPMENT/WORK AREA

- Maintains a clean, organized, and accessible work area.
- Practices preventive maintenance on equipment.
- Uses equipment responsibly and in accordance with established guidelines.

**Performance Level:** ☐ 5 ☐ 4 ☐ 3 ☐ 2 ☐ 1

**Part 2. Personal Attributes**

1. POSITIVE INTERACTION WITH PEERS, PUBLIC AND STUDENTS

- Collaborates effectively and cooperatively with staff, students, and the public, fostering a welcoming and inclusive environment.
- Treats all individuals with respect and dignity, demonstrating cultural awareness and sensitivity to diverse backgrounds.
- Promotes respect, collaboration, and belonging through an equity-minded approach.

**Performance Level:** ☐ 5 ☐ 4 ☐ 3 ☐ 2 ☐ 1

2. ATTENDANCE/PUNCTUALITY

- Has good attendance, arrives on time, and keeps their work schedule.
- Follows collective bargaining agreement requirements for leaves and for reporting absences.
- Does not misuse leave.

**Performance Level:** ☐ 5 ☐ 4 ☐ 3 ☐ 2 ☐ 1

3. WORK ATTITUDE

- Maintains a flexible and open attitude toward changes in routine and responsibilities.
- Communicates pertinent information clearly and promptly to others.
- Demonstrates openness to collaboration and feedback.

**Performance Level:** ☐ 5 ☐ 4 ☐ 3 ☐ 2 ☐ 1

4. EFFECTIVE USE OF TIME/MEETS DEADLINES

- Manages work efficiently and proactively.
- Understands priorities and plans accordingly.
- Uses time effectively to meet commitments.

**Performance Level:** ☐ 5 ☐ 4 ☐ 3 ☐ 2 ☐ 1

5. INITIATIVE

- Seeks clarification when tasks or expectations are unclear.
- Identifies tasks and responsibilities proactively without being directed.
- Learns and applies new ideas, procedures, and techniques.
- Takes ownership of professional growth, seeking opportunities that enhance both individual and team performance.

**Performance Level:** ☐ 5 ☐ 4 ☐ 3 ☐ 2 ☐ 1

6. SKILL ENHANCEMENT (Workshops, committees, courses, to improve skills) (Narrative)

## Part 3. OVERALL EMPLOYEE RATING SUMMARY

Summarize the employee's performance against the total requirement of his/her job:

**Performance Level:** ☐ 5 ☐ 4 ☐ 3 ☐ 2 ☐ 1

***Ratings of 1 or 5 must be substantiated by supporting observation and examples.***

## Part 4. Employment Recommendation

FOR PERMANENT EMPLOYEES ONLY

☐ Retention in position at current salary step
☐ Retention under special conditions (See recommendation below)
☐ Placement at next salary step, if applicable
☐ Non-retention

FOR PROBATIONARY EMPLOYEES ONLY

☐ Continue in probationary status *(3-month evaluation only)*
☐ Recommend permanent status
☐ Do not recommend permanent status

| |
|---|
| COMMENDATION: |
| *RECOMMENDATION: |
| EMPLOYEE COMMENTS IF ANY: |
| Part 5. Signatures |

_____ _____ _____ _____

Signature of Evaluator Date Signature of Employee Date

*It is understood that by signing this form the employee acknowledges having seen and discussed the report. The employee's signature does* ***not necessarily imply agreement*** *with the conclusion of the evaluator. (Employee comments must be submitted to Human Resources within ten (10) days)*

_____ _____

Signature of Reviewing Administrator Date

**DISTRIBUTION:**
Human Resources
Evaluator
Employee
Employee's Personnel File

**ATTACHMENT B**

**MARIN COMMUNITY COLLEGE DISTRICT**
**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION**

Request for Change of Scheduled Hours

Date:_____

Name: _____

Position:_____ FTE:_____

Department: _____

I hereby request the schedule of my hours be changed

From:_____

TO:_____

Effective: _____

_____ _____

Employee Signature Date

_____ _____

Supervisor/Manager Signature Date

APPROVED/DENIED

**ATTACHMENT C**

**CLASSIFIED (CSEA) EMPLOYEE REQUEST FOR APPROVAL OF COURSE ATTENDANCE**

TO: Manager _____

FROM: Employee _____

DATE: _____

I request approval to take _____ course which is being

offered at _____ beginning _____ and
College/University Date

ending _____. The course is scheduled for _____ from
Date Days

_____ to _____.
Time Time

I will arrange my work schedule as follows, in order to complete my required work.

Schedule: _____

Manager's Recommendation: Approve/Disapprove

_____ Date _____
Manager's Signature

Cabinet Decision: Approve/Disapprove

_____ Date _____
President's Signature

If disapproved, reasons for disapproval: _____

Parties acknowledge that the Manager's recommendation and the Cabinet's decision will be based on the District service needs and that approval must be received prior to altering work schedule. They further acknowledge that if the altered work schedule requires an employee to work beyond a 7.5-hour work day, the employee shall waive any claim to overtime on each day such schedule is arranged.

## ATTACHMENT D

**Tentative Agreement between CSEA and District as of 5/31/2016**

- 1% on Schedule for 14/15 for existing members (July 1, 2014 – June 30, 2015)
  - Members who have already taken the SERP not eligible
  - Members have to be active employees for the 14/15 Fiscal Year
- 2.0 % on schedule effective July 1, 2015
  - Members who have already taken the SERP not eligible
- New One Year (1) Contract effective July 1, 2016 – June 30, 2017
- 0.5% On Schedule effective July 1, 2016
- District will pick up all costs associated with Short Term Disability
  - Condition: CSEA will agree to revise catastrophic leave in article 11.5 of the CBA and work collaboratively with the District on a Catastrophic Leave Policy/Procedure
  - Catastrophic Leave will result in automatic re-opener for 16/17
- Make the following positive changes to the Dental benefits for CSEA Members at a cost to the District:

| | PPO (Current) | Premier & OON (Current) | PPO (proposal) | Premier & OON (proposal) |
|---|---|---|---|---|
| Per member coverage | 2200 | 2000 | 2500 | 2400 |
| Diagnostic/preventative | 70-100% | 70-100% | 100% | 100% |
| Basic Services | 70-100% | 70-100% | 70-100% | 70-100% |
| Major Services | 70-100% | 70-100% | 70-100% | 70-100% |
| Orthodontics | 75% & 2,000 (Child Only) | Same | 75% & 3,000 (Child & Adult) | Same |

  - ***Benefits Changes would be made for the current open enrollment period to be effective October 1, 2016***
  - CSEA and District mutually agree to cease any and all fact finding related 14/15 contract year based on reaching the above agreement.

CSEA

5/31/16
5/31/16
5/31/16
5/31/2016
5-31-16

MCCD

5/31/16
5/31/2016

**ATTACHMENT E**

**CLASSIFIED (CSEA) EMPLOYEE APPLICATION FOR REINSTATEMENT TO DISTRICT'S HEALTH BENEFIT COVERAGE**

*Note: This form only applies to current full-time and part time employees that were permitted to opt out of medical benefits options with the implementation of the Self Insured Schools of California (SISC) July 1, 2014. If any employee of the for whom this exception applies enrolls in benefits at a future date, they will be required to participate going forward, and opting out of benefits will not be permitted. Employees may only enroll during open enrollment or a mid-year qualifying event.*

**This form must be submitted in the year in which you wish to make a change.**
**Submit by the close of Open Enrollment in any given year to be effective October 1st. If there is a mid-year qualifying event, coverage will be effective on the first of the following month.**

TO: Fiscal Services

FROM: _____
Employee (Print Name)

I am currently receiving the health benefit waiver and wish to be reinstated to the District's health benefit coverage, effective October 1, and _____.

I have selected the following coverage:

Kaiser: ___Employee ___Employee Plus One ___Family

Non-Kaiser ___Employee ___Employee Plus One ___Family

_____ _____
Date Employee Signature

Application Accepted:

_____ _____
Date Fiscal Services

## ATTACHMENT F

Please contact Fiscal Services for current forms related to domestic partner benefits coverage.

## ATTACHMENT G

## CLASSIFIED (CSEA) EMPLOYEE MEMORANDUM OF UNDERSTANDING REGARDING HOLIDAY PAY AND OTHER BENEFITS RELATIVE TO INCREASE/REDUCTION IN ASSIGNMENT

I acknowledge and understand that pursuant to the collective bargaining agreement:

a. If I temporarily reduce my load (FTE) in any one semester, I will have any holiday which occurs in that semester paid proportionate to the reduction in assignment;

b. If I temporarily increase my load (FTE) in any one semester, I will have any holiday which occurs in that semester paid proportionate to the increase in assignment.

c. The Winter Holiday shall be paid proportionate to the assignment in any Fall semester;

d. Other benefits, such as vacation, sick leave and medical benefits are increased or reduced proportionate to the temporary FTE increase or reduction in my assignment for any particular period of time.

| | |
|---|---|
| _____ | _____ |
| Employee Name (Please Print) | Date |
| _____ | _____ |
| Employee Signature | Human Resources Initials |

**ATTACHMENT H**

COLLEGE OF MARIN

## Classified (CSEA) Employee
## Request for Approval of Vacation

To Supervisor / Manager: _____

From Employee: _____

Date: _____

I request approval of vacation for the following dates:

_____ through _____ ❑ Approved ❑ Disapproved

Signature of Supervisor/Manager _____ Date _____

Parties acknowledge that the decision of the supervisor/manager will be based upon the needs of the service.

**COPIES TO:** **WHITE** — REQUESTING EMPLOYEE **YELLOW** — APPROVING SUPERVISOR / MANAGER 03_Clas_Vac_Rq_01_06

# ATTACHMENT I

**Remote Work Program**
**Request Process and Forms**

**Remote Work Request Process**

**Step 1:** Employee completes the **Remote Work Arrangement Readiness Checklist and Expectations for Employees** (Attachment IA) and the **Remote Work Arrangement Request Form** (Attachment IB) and submits the completed forms to their immediate supervisor.

**Step 2:** The immediate supervisor completes the supervisor response section of the **Remote Work Arrangement Request Form** (Attachment IB). The immediate supervisor shall inform the employee of any revisions necessary for the form to be approved . If the immediate supervisor approves the **Remote Work Arrangement Request Form** (Attachment IB), the immediate supervisor will forward the signed form to the area Vice President for review along with Attachment IA, with a copy to Human Resources upon signature by the Vice President. If the immediate supervisor does not approve the request , the supervisor shall notify the employee.

**Step 3:** The area Vice President reviews **Remote Work Arrangement Readiness Checklist and Expectations for Employees** (Attachment IA) and the **Remote Work Arrangement Request Form** (Attachment IB). If the area Vice President approves the request, the area Vice President will route the approved form to the employee, supervisor, and Human Resources. If the area Vice President does not approve the request, the Vice President or supervisor shall notify the employee.

**Attachment IA**

**Remote Work Readiness Checklist and Expectations for Employee**

| | |
|---|---|
| _____ | _____ |
| Employee Name | Employee Job Title |
| _____ | _____ |
| Date | Department |

If you are able to check all of the boxes below, then you may be a good candidate for remote work. You must submit this form with the **Remote Work Arrangement Request Form** (Attachment IB). Please review Article 6 of the CSEA/District collective bargaining agreement for more information regarding remote work.

1. **Employee Commitment to the Department and District**
   - ☐ A remote work arrangement will help meet the needs of the College, the District, and my Department.
   - ☐ The nature of my job and associated job duties, including working successfully with coworkers and the District community, are suitable to a remote work arrangement.
   - ☐ My proposed remote work has no adverse impact on:
     - The quantity of work produced.
     - The quality of work produced.
     - The work on any other employees' work and/or overtime.
     - The current levels of communication between my supervisor/manager and/or colleagues.
   - ☐ My job duties can be performed equally as well during the hours of the remote work arrangement.
   - ☐ My job does not require me to be physically present on-campus or on-site to perform the essential functions of my position.
   - ☐ I am able to make arrangements to serve the District community as well as I would in person.
   - ☐ My supervisor/manager's ability to validate and evaluate my work and performance will not be impacted.

2. **Relevant Factors to Consider for a Remote Work Arrangement.** I have considered the following factors and determined that, based upon these factors, a remote work arrangement is appropriate for me.
   - ☐ Operational needs of the department; work area (such as building, floor, office suite, etc.), and District, which include, but are not limited to: job duties; student needs; student success goals; supervision; ensuring all staff are in-person together for some time to facilitate interaction; effective communication; ensuring there is a presence of people in an area across times of day; closing offices for certain days; staffing needs; safety and wellness; and other relevant factors
   - ☐ ☐ Academic calendar and instructional/non-instructional days
   - ☐ Considerations related to building and maintaining community
   - ☐ Nature of my job
   - ☐ Type of service
   - ☐ Availability and cost of necessary equipment to work remotely
     - *As a general rule, the District will not provide employees who work remotely at their own request with any additional equipment beyond issuing the employee with a laptop instead of a desktop computer.*
     - *The District will not provide or pay for equipment or office furniture such as printers, paper, desks, etc. Employees who need to print or utilize special equipment are expected to do so in the office.*
   - ☐ My current and past job performance, including attendance and disciplinary record

- ☐ Impact to the department, division, and/or District
- ☐ Other job-related considerations deemed necessary and appropriate by the supervisor, area Vice President, or Human Resources

3. **Classification/Position Eligibility for Remote Work.** I am in a classification/position that meets the following criteria:
   - ☐ Work can be accomplished independently with limited direct supervision.
   - ☐ Work does not require frequent face-to-face contact with students, supervisors, staff, faculty, or the public on the District's campuses or at another work site.
   - ☐ Work does not require access to equipment, materials, or information that can only be accessed while on-campus or at a District facility.
   - ☐ Work does not need to be conducted on-campus or at a District facility because of security, logistical, or other business-related reasons.

4. **Individual Employee Eligibility for Remote Work.** I meet the following criteria:
   - ☐ Permanent unit member
   - ☐ No disciplinary action of a letter of reprimand or suspension in the prior 12 months
   - ☐ Not subject to a written performance improvement plan in the prior 12 months
   - ☐ Not on an approved leave of absence
   - ☐ Able to work independently
   - ☐ Consistently high levels of productivity
   - ☐ Strong problem-solving capabilities
   - ☐ Strong organizational skills
   - ☐ Effective communication skills
   - ☐ Able to work within timelines and meet deadlines
   - ☐ Able to work efficiently
   - ☐ Have ongoing access to an appropriate work environment
     - ☐ Will complete all work in a space that is appropriate for the type of work being done. The space generally should be private so that others cannot overhear confidential communication or view screens/papers with confidential information.
     - ☐ Have a stable, non-public internet connection with sufficient bandwidth to participate in video meetings and other regular activities.

5. **Equipment and Location.**
   - ☐ My supervisor has or will provide me with a laptop computer, software access and other equipment needed to successfully complete my job remotely.
   - ☐ I proficiently use the tools available to work flexibly, which include Zoom, Teams, email, and other programs and technology designated by the District.
   - ☐ I keep my District calendar up to date and others have appropriate access to view my availability in order to effectively work with my team and supervisor.
   - ☐ If available, I have taken any required risk management and workplace safety trainings associated with remote work.
   - ☐ I have adequate and appropriate work space at my remote work location.

**Attachment IB**

**Remote Work Request Form**

_____ _____

Employee Name Employee Job Title

_____ _____

Date Department

I am requesting to work remotely. The address and telephone number of my remote work location are:

_____

Address City State (CA only) Zip Code

_____

Telephone Number

Description of remote work location workspace:

What are the reasons for the request:

Please identify the hours you desire to engage in remote work and on-site work:

| DAY OF WEEK | REMOTE WORK HOURS | | ON-SITE WORK HOURS | | BREAKS AND MEAL PERIOD TIMES | TOTAL DAILY WORK HOURS |
|---|---|---|---|---|---|---|
| | Start | End | Start | End | | |
| **Sunday** | | | | | | |
| **Monday** | | | | | | |
| **Tuesday** | | | | | | |
| **Wednesday** | | | | | | |
| **Thursday** | | | | | | |
| **Friday** | | | | | | |
| **Saturday** | | | | | | |

Please identify the weeks/months you desire to engage in remote work and on-site work, if remote/on-site hours or days vary across weeks or months:

_____

_____

I request that the remote work schedule is effective:

Start date:_____

End date: _____ or ☐ Not Applicable_____

Remote work cannot exceed 40% of an employee's work time in any one week period. **Remote work is not available for Classified Professional Learning Day, Flex Week nor the first two instructional weeks of Fall and Spring semester.** Remote work is not available for Fridays during the Summer Compressed Work Week period. Remote work during the Summer Compressed Work Week period shall be limited to no more than 40% of a unit member's time per week.

I voluntarily request to participate in the remote work program for Marin Community College District (District). I understand, acknowledge, and agree to the following terms if my request is approved:

1. I agree to comply with the hours, location, and duration set forth in the Remote Work Arrangement Request Form.
2. I understand that my remote work location cannot be changed without prior approval of my supervisor and area Vice President.
3. I will maintain the remote work location in a manner that is conducive to business and free of hazards. I will, at a minimum, have an appropriate workspace (i.e. a desk and chair), a locking file cabinet or drawers, or similar secure storage area for District records and materials. I must have and maintain adequate workspace, proper lighting, basic telephone (landline or mobile) service, power and other utilities, adequate environmental conditions, adequate security, and a working smoke detector.
4. By initialing the following, I self-certify that I have the following equipment and conditions at my requested remote work location as required to maintain eligibility for remote work:
   _____ District-issued computer and communications equipment (e.g., District-issued laptop, Zoom, Teams, etc.)
   _____Office-equivalent furniture
   _____Locking file cabinet/desk drawer or other secure storage area
   _____ Electrical power
   _____ Adequate lighting
   _____ Working smoke detector
   _____ High speed internet access
5. I understand and agree that I am responsible for all operating costs, home maintenance, and any other incidental costs (e.g., utilities, high-speed internet access, rent, mortgage payments, insurance, taxes) for my remote work location.
6. I understand and agree that the District is not liable for any damages to personal or real property occuring during the course of performance of official duties, except to the extent established by law.
7. I have completed an inventory checklist from the Information Technology Department, if required, for District-owned equipment issued to me in order to fulfill my work duties at the remote work location.
8. I agree that I am available to report to the on-campus work space within 24 hours.
9. I agree that I may be required to report to work immediately in connection with an emergency.
10. I understand and agree that all laws, rules, regulations, and District policies concerning conduct at the centeral workplace remain in full force and effect at my remote work location.
11. I have read and understand all the terms and conditions of remote work set forth in Article 6 of the CSEA/District collective bargaining agreement.
12. I hereby certify that I will abide by all the terms and conditions set forth in this agreement and in Article 6 of the CSEA/District collective bargaining agreement, and that failure to do so may result in my termination from remote work and/or disciplinary action, up to and including termination of employment.

13. I understand that I or the District may terminate my participation in remote work at any time with two weeks' notice or as otherwise allowed by Article 6 of the CSEA/District collective bargaining agreement, District policies and procedures, and applicable laws and regulations.
14. I understand that if my participation in remote work is ended, I am expected and agree to resume my regular work schedule at an on-campus/on-site workplace as directed by my supervisor.

I understand that this request will be considered and approved at the sole discretion of management in accordance with Article 6 of the CSEA/District collective bargaining agreement and related appendices, and that any remote work arrangement does not change my employment status with the District.

_____ _____

Employee Signature Date

**FOR SUPERVISOR USE ONLY**

_____

Supervisor Name

_____ _____

Supervisor Signature Date

☐ Not Approved, and returned to the employee.

☐ Approved, and I (the supervisor) have consulted with IT for any equipment requests for their remote work beyond what the employee already has assigned. Routed to the Vice President.

Employee has been approved to use personal equipment: ☐Yes ☐ No

Comments:

**FOR VICE PRESIDENT USE ONLY**

_____

Vice President Name

_____ _____

Vice President Signature Date

☐ Approved, and routed to employee, supervisor, and Human Resources

☐ Not approved, and returned to employee

**ATTACHMENT J**

MARIN COMMUNITY COLLEGE DISTRICT
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

**Grievance Report Form**
**(For use by classified employees in CSEA unit only)**

**NAME _____**

**Distribution of Form**
1. **Supervisor**
2. **CSEA**
3. **Classified Employee**

**LEVEL I**

**Before filing a formal grievance the grievant shall attempt to resolve it by an informal conference with the immediate supervisor within thirty (30) days after occurrence of the act or omission giving rise to the grievance.**

**LEVEL II**

**EMPLOYEE SECTION (response time 10 working days after informal conference)**

A. Date of grievance occurred or known
_____

B. Statement of grievance
_____

_____

_____

_____

C. Contract sections violated
_____

D. Remedy sought
_____

_____

_____

Signature_____ Date _____

**LEVEL II (continued)**

**IMMEDIATE SUPERVISOR RESPONSE (**response time 10 working days of receipt of grievance, Level II)

E. _____

_____

_____

Signature _____ Date _____

**LEVEL III**

A. APPEAL TO DEPARTMENT MANAGER (appeal time 10 working days of receipt of Supervisor response)

_____

_____

Signature _____ Date _____

(If additional space is needed, attach additional sheet.)

B. Date received by Department Manager
_____

C. **RESPONSE OF DEPARTMENT MANAGER** (response time 10 working days of receipt of appeal)

_____

_____

Signature _____ Date _____

**LEVEL IV**

A. APPEAL TO SUPERINTENDENT/PRESIDENT (response time 10 working days of receipt of appeal)

Signature_____ Date _____

B. Date received by Superintendent/President

_____

C. DECISION OF SUPERINTENDENT/PRESIDENT OR DESIGNEE

_____

Signature _____ Date _____

**LEVEL V (Arbitration)**
(Appeal due within 30 days of receipt of Presidents response)

A. Appeal Position of grievant and/or Association

_____

Signature of CSEA _____ Date _____

# ATTACHMENT K

[Placeholder]

# ATTACHMENT L

**Flexible Work Schedule**
**Request Process and Form**

**Flexible Work Schedule Request Process**

**Step 1:** Employee completes the **Flexible Work Schedule Readiness Checklist and Request Form** (Attachment LA) and submits the completed form to their immediate supervisor.

**Step 2:** The immediate supervisor completes the supervisor response section of the **Flexible Work Schedule Readiness Checklist and Request Form** (Attachment LA). The immediate supervisor shall inform the employee of any revisions necessary for the form to be approved by the supervisor. If the immediate supervisor approves the request, the immediate supervisor will forward the signed form to the area Vice President for review. If the immediate supervisor does not approve the request, the supervisor shall notify the employee.

**Step 3:** The area Vice President reviews **Flexible Work Schedule Readiness Checklist and Request Form** (Attachment LA). If the area Vice President approves the request, the area Vice President will route the form to the supervisor, employee, and Human Resources. If the area Vice President does not approve the request, the area Vice President or supervisor shall notify the employee.

**Attachment LA**

**Flexible Work Schedule Readiness Checklist and Request Form**

| | |
|---|---|
| _____ | _____ |
| Employee Name | Employee Job Title |
| _____ | _____ |
| Date | Department |

You must submit this form to your supervisor. Please review Article 6 of the CSEA/District collective bargaining agreement for more information regarding flexible work schedules.

1. **Relevant Factors to Consider for a Flexible Work Schedule.** If you are able to check all of the boxes below, then you may be a good candidate for a flexible work schedule.

   I have considered the following factors and determined that, based upon these factors, a flexible work schedule is appropriate for me.

   - ☐ Operational needs of the department, work area (such as building, floor, office suite, etc.), and District, including, but not limited to: job duties; student needs; student success goals; supervision; ensuring all staff are in-person together for some time to facilitate interaction; effective communication; ensuring there is a presence of people in an area across times of a day; closing offices for certain days; staffing needs; safety and wellness; and other relevant factors
   - ☐ Academic calendar and instructional/non-instructional days
   - ☐ Considerations related to building and maintaining community
   - ☐ Nature of my job
   - ☐ Type of service
   - ☐ My current and past job performance, including attendance and disciplinary record
   - ☐ Impact to the department, division, and/or District
   - ☐ Other job-related considerations deemed necessary and appropriate by the supervisor, area Vice President, or Human Resources

2. **Requested Schedule.**

Please identify the hours you desire to work. If your flexible work schedule includes any remote hours, please note these here. **For remote work to be part of a flexible work schedule, you must complete the remote work approval process in addition to the flexible work schedule approval process.**

| DAY OF WEEK | REMOTE WORK HOURS | | ON-SITE WORK HOURS | | BREAKS AND MEAL PERIOD TIMES | TOTAL DAILY WORK HOURS |
|---|---|---|---|---|---|---|
| | Start | End | Start | End | | |
| **Sunday** | | | | | | |
| **Monday** | | | | | | |
| **Tuesday** | | | | | | |
| **Wednesday** | | | | | | |
| **Thursday** | | | | | | |
| **Friday** | | | | | | |
| **Saturday** | | | | | | |

Please identify the weeks/months you desire to follow this flexible work schedule, if the schedule will vary across weeks or months:

_____

_____

I request that the flexible work schedule is effective:

Start date: _____

End date: _____ or ☐ Not Applicable

Please consider and account for any overlap with the Summer Compressed Work Week period.

I understand that this request will be considered and approved at the sole discretion of management in accordance with Article 6 of the CSEA/District collective bargaining agreement and related appendices, and that any flexible work schedule does not change my employment status with the District.

_____ _____

Employee Signature Date

| **FOR SUPERVISOR USE ONLY** |
|---|
| _____<br>Supervisor Name<br><br>_____ _____<br>Supervisor Signature Date<br><br>☐ Approved<br>☐ Not Approved, and returned to employee |
| Comments: |

| **FOR VICE PRESIDENT USE ONLY** |
|---|
| _____<br>Vice President Name<br><br>_____ _____<br>Vice President Signature Date<br><br>☐ Approved, and routed to employee, supervisor, and Human Resources<br>☐ Not approved, and returned to employee |

**ATTACHMENT M**

**APPLICATION FOR EMPLOYEE CLASS FEE PAYMENT**

---

**NAME**

---

---

**ADDRESS**

---

**Phone Number**

---

**Position at College of Marin**

---

**Class Section Number(s) and Class Title(s)**

---

**Semester/Session**

**Purpose of Class:**

**[ ] Enhance Job Skills**

**[ ] Personal Enrichment**

**[ ] Other _____**

---

**Signature of Employee**

**ATTACHMENT N**

TRANSFER REQUEST FORM
(To be used by Classified (CSEA) Employees)

Date _____

NAME _____

PRESENT ASSIGNMENT: _____

DATE OF EMPLOYMENT: _____

TRANSFER POSITION APPLYING FOR: _____

Qualifications for Job Transfer Requested: _____

_____

_____

Additional Comments, if any: _____

_____

_____

_____
Employee's Signature

**ATTACHMENT O**

SCHEDULE REQUEST FORM
ENGLISH INSTRUCTIONAL SPECIALISTS

TERM _____

Name _____ Phone _____

Instructional Specialists are normally expected to serve in one or more instructional support roles in addition to reading assignments.

Please indicate on the grid below the days or times you will NOT be available for scheduled assignments on campus as a Lab Assistant, as an in-class tutor, or for scheduled one-on-one tutoring.

| Time | Monday | Tuesday | Wednesday | Thursday | Friday |
|---|---|---|---|---|---|
| 8:00 | | | | | |
| 9:00 | | | | | |
| 10:00 | | | | | |
| 11:00 | | | | | |
| 12:00 | | | | | |
| 1:00 | | | | | |
| 2:00 | | | | | |
| 3:00 | | | | | |
| 4:00 | | | | | |
| 5:00 | | | | | |
| 6:00 | | | | | |
| 7:00 | | | | | |
| 8:00 | | | | | |

**Lab Assistant Hours**
Lab Assistants are assigned to LC 110 during peak periods of usage (Monday through Thursday, 10:00a.m. to 2:00p.m.) Normally, one assistant will be assigned for each of the four days for the four peak hours. Exceptions may be accommodated to split two days between two Instructional Specialists with each covering half the assigned time if both agree to the arrangement. Please indicate whether you will be available one of the days for a four-hour shift during peak hours of service:

_____ Yes, I will be available to work a four-hour shift one day as a Lab Assistant in LC110 during peak hours (10:00-2:00). The day(s) I prefer: _____

_____ No, I will not be able to work a four-hour shift one day as a Lab Assistant in LC 110.

_____ I would be willing to split a shift with another Instructional Specialist on (days): _____.

**In-class Tutoring**
Some hours will be assigned in BC 101 (the Computer Writing Center) for in-class tutoring. Scheduled times for this will vary to fit the classes scheduled in the room, the availability of Instructional Specialists and the instructor's desire to work with a tutor.

**Scheduled Tutoring Hours**
Part of each Instructional Specialist's assignment will normally include scheduled tutoring hours. Tutoring hours normally will be scheduled near the start or end of one or more of the classes you are assigned to read for. Tutoring hours are scheduled in LC 110 or BC 101 unless another location is approved by the Dean of Arts & Humanities.

**Reading Assignments**
Reading assignments are scheduled with consideration for the needs of the total schedule, the target course, creating effective work teams, the number of preparations involved, and above all the benefit to students. Please indicate in priority order the courses you would most like to read for this term. While your preferences may not always prevail, they will be reasonably considered along with other factors. Please note special reasons for interest or specialized qualifications.

1. _____ 5. _____

2. _____ 6. _____

3. _____ 7. _____

4. _____ 8. _____

Notes:

**Other Information**
Please indicate any other conditions or information that could be useful in putting the schedule together. Include specific information regarding any documented disability requiring reasonable accommodation.

**Schedule Development**
The Dean's office will issue a draft Instructional Specialist schedule within 30 days after the due date indicating assignments for the ISs who have completed a timely schedule request form. The Dean will review change requests received within seven days of the distribution of the draft schedule. The needs of the overall schedule, program needs, as well as the primary concern for the benefit of students, will be priority values in the Dean's decision. A decision will be communicated in writing.
If no schedule request has been received by the deadline, a schedule assignment will be offered at the discretion of administration. No adjustment to the offered schedule should be expected.

**ATTACHMENT P**

# Part 1

## CSEA OUT OF CLASS REQUEST FORM - Attachment P

**General Information –**

***Please refer to Article 7, Section 6 of the CSEA Contract- Compensation for Working-Out-of-Class***

Out-of-class assignments occur when a department has project work or needs to get work accomplished for a temporary period while a vacant position is under recruitment.

Out-of-class opportunities will be communicated to employees through an internal HR COM posting.

**Important:** Please check if this out-of-class assignment is for a:

☐ Project

☐ Vacant position which is under recruitment.

**Instructions:** Please complete the sections below and return this form to Human Resources for review and approval.

**Position Specific Information**

Step 1: Please attach a list of the substantive duties/tasks to be performed during the out-of-class assignment; including any existing job description, please attach it.

Step 2: Salary of Vacant Position to be Posted: _____

Hourly pay for hours worked out-of-class: _____ (rate must be approved by HR prior to posting)

Source/Approval of Funds: FOAP: _____

Manager/VP Approval/Date_____

Step 3: Length of Assignment: _____

Desired Start Date: ___/___/___

*(Note: It is the supervisor's responsibility to conduct on-going assessments and track the out-of-class assignment. Normally assignments do not exceed 6 months duration. Assignments or extensions beyond six months must be requested in writing at the beginning of the 5th month and will be reviewed for approval by HR & CSEA.)*

Location of work to be performed: _____

Does this site provide all of the appropriate equipment: _____

Work Schedule (Days/Hours of Work): Phone Extension: _____

Who will supervise the work to be performed?_____
Name/Title

Supervisor's Extension:

Date internal posting goes out to COM community: ___/___/___

_____ ___/___/___

**Supervisor's Signature** **Date**

__ ___/___/___

_____

**Manager's Signature** **Date**

**Instruction: This section will be completed by HR in consultation with the supervisor prior to selection of an employee who will perform an Out-of-Class Assignment**

Employee Name: _____

Current Job title: _____

Current Monthly Salary: $_____ Pay Range: _____ Step: _____

1) What previously assigned work will **not** be done by the employee selected for the out-of-class assignment? (attach the employee's current job description and highlight those duties which will no longer be performed)

2) Will any other CSEA member perform duties of the employee being paid out of class?
Yes __ No __

3) Who will be assigned the work no longer done by the out of class employee? _____

**FOR HUMAN RESOURCES USE ONLY**

Reviewed By: _____ Date: __/__/__

Approved: _____ __/__/__ Denied: _____ __/__/__

Approved Salary or Stipend: _____

Date received by CSEA: __/__/__ Received in HR (date stamp)

**ATTACHMENT Q**

# Marin Community College District – CSEA Reclassification Request Form

1. BACKGROUND INFORMATION:

_____ _____

Employee Name Date

Present Position _____Years _____Months

Have you requested a reclassification previously? No □ Yes □ If yes, date:_____

Supervisor Name: _____ Phone Extension: _____

| | Current Position | Reclass Position - Proposed |
|---|---|---|
| Position Title | | |
| Dept/Division | | |
| Classification | | |
| Salary Range | | |
| Part-time / Full Time | | |

2. REQUESTED CLASSIFICATION CHANGE:

Have you worked in the proposed classification with an out-of-class or substitute authorization?

No □ Yes □ If yes, list the start/end dates for each occurrence: _____

_____

3. REASON FOR REQUEST: Describe the reason for the request based on the definition of reclassification in Article 6.

_____

_____

4. WHEN DID JOB DUTY CHANGES OR NEED FOR CHANGE OCCUR AND WHY? Describe when the changes listed above first occurred and why they occurred (e.g. change in laws, policies, department structure, etc.).

_____

_____

_____

5. AUTHORIZATION: List the administrator(s) requesting you perform the duties above.

Name(s) and Title(s):_____

_____

6. AMOUNT OF TIME SPENT ON NEW DUTIES: (TYPICAL DUTIES of Requested Position Description)

Please list the duties from the requested position description (list only those duties not included in your current position description) and provide examples of how you are performing those duties currently. Prioritize your duties in order of importance. In the column on the right, indicate the approximate percent of your total time you spend performing each duty. Only list duties comprising at least 10% of weekly duties (% of time = hours spent performing the duty per week / total hours worked per week x 100). If more space is needed, please attach additional sheets.

| *Typical Duties from requested position description* | *Examples from current position of performing these duties* | *% of time spent* |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
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| | | |
|---|---|---|
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| | | |
| | | |

**7. KNOWLEDGE, SKILLS, AND ABILITIES**

Please list the Knowledge, Skills, and Abilities from the requested position description (list only those Knowledge, Skills, and Abilities not included in your current position description) and provide examples of how you meet the standards.

| *Knowledge, Skills, and Abilities from requested position description* | *Examples of how you meet these requirements* |
|---|---|
| | |
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| | |

**8. MINIMUM QUALIFICATIONS/POSITION REQUIREMENTS (EDUCATION AND EXPERIENCE)**

Please list the Minimum Qualifications/Position Requirements (education and experience) from the requested position description and provide examples of how you meet the qualifications.

| *Education and Experience from requested position description* | *Examples of how you meet these requirements* |
|---|---|
| | |
| | |
| | |
| | |

**9. ALTERNATIVE ASSIGNMENTS:** To your knowledge, have these duties been assigned to other positions (e.g. working out of class) in this or another classification? If yes, please list all other classifications.

_____

_____

**COMMENTS:** (optional)

_____

_____

_____

_____

**10. SUPERVISOR: COMMENTS.** Please list the areas of agreement or disagreement. Signing this form does not indicate agreement, but acknowledges you reviewed this request.

_____

_____

_____

_____

_____

_____

**11. SUPERVISOR: REVIEW. ARE OTHER POSITIONS PERFORMING THIS WORK?** List any other positions currently performing the duties above.

_____

_____

**THE INFORMATION PRESENTED ABOVE IS ACCURATE AND COMPLETE.**

_____

Employee Signature Date

**Acknowledgement of Supervisor:**

_____

Supervisor Signature Date

OFFICE USE ONLY:

**Human Resources:** Date received:_____

**Review Committee:** Date received:_____

Review Outcome: □ Recommended □ Not Recommended Date completed:_____

□ Recommended with adjustments as noted (attach description of adjustments)

**Human Resources:** Date received from Review Committee: _____

Date referred to CSEA and District for negotiations (if reclassification is recommended):_____

# ATTACHMENT R

**Once approved Manager/Supervisor is responsible for giving a signed copy of Summer Flex Schedule to their employees**.

**COLLEGE OF MARIN**
**EMPLOYEE ALTERNATE SUMMER WORK SCHEDULE INFORMATION**

**CSEA Unit Members Classified Staff**

From **the first week in June through the first week in August,** the College offices will be closed on Fridays to minimize energy use and to provide a flexible schedule wherein employees work a compressed work week, or utilize accrued vacation and compensatory time.

**Work Schedule Options and Overtime Conditions**

Work schedule options will be one of the following:

Standard office hours for public business shall be 8:00 a.m. to 4:30 Monday through Thursday.

A. Standard Work Schedule (37.5-hour work week, no vacation or compensatory time used)
Work 9.375 hours Monday through Thursday plus additional ½ hour lunch.
For example: Start work at 7:30 a.m., leave at 5:22 p.m. including a 30-minute lunch break.
- Individuals on day schedule shall be present from 8:00 a.m. to 4:30 p.m. (8 of your 9.375 hours) unless a specific alternative schedule is approved by the individual's Supervisor.
- *Overtime in this case is defined as any authorized time worked in excess of 9.375 hours on Monday through Thursday.*
- ***Includes two eighteen-minute breaks per day***

B. 8.5 Hour Daily Work Schedule (34-hour work week and use 3.5 hours per week vacation, compensatory time or unpaid leave) on Fridays. *To be recorded on the electronic leave report.*
Work 8.5 hours Monday through Thursday plus additional ½ hour lunch.
For example: Start work at 8:00 a.m., leave at 5:00p.m., including a 30-minute lunch break.
- *Overtime in this case is defined as any authorized time worked in excess of 8.5 hours on Monday through Thursday.*
- ***Includes two sixteen-minute breaks per day***

C. 7.5 Hour Daily Work Schedule (30-hour work week and use 7.5 hours per week vacation, compensatory time or unpaid leave) on Fridays. *To be recorded on the electronic leave report*.
Work 7.5 hours Monday through Thursday plus additional ½ hour lunch.
For example: Start work at 8:30 a.m., leave at 4:30 p.m. including a 30-minute lunch break.
- *Overtime in this case is defined as any authorized time worked in excess of 7.5 hours on Monday through Thursday.*
- ***Includes two fifteen-minute breaks per day***

Note: To the extent feasible within District service needs, employees and supervisors are encouraged to use compensatory time to establish the 8.5 or 7.5-hour work days.

D. Other Option

Another option agreed to between the employee and his/her Manager/ Supervisor and approved by supervising Cabinet member. Options may NOT include Friday work activity that requires opening, cooling or providing utilities in College facilities.

- *Overtime in this case depends on the specific schedule developed by the employee and supervisor.*

Note: It is understood that District service needs and seniority in the job classification will be considered in determining approval/disapproval for an employee's proposed option.

**Week of Juneteenth and July 4th**

When Juneteenth or July 4th falls on a Friday or the weekend, employees will work their regular work schedule of 7.5 hours per day for full time employees, otherwise employees may work this week according to their work schedule option, but must use vacation/compensatory time to assure the equivalent of a 37.5 hour work week including 7.5 hours for the holiday.

**During the years when Memorial Day falls in the summer schedule and Juneteenth and July 4th fall on a day other than a Friday, the parties agree to the following language regarding the affected weeks with a Federal Holiday.**

- Option A. Work three (10) hour days on the three (3) days the school is open for a total of 30 hours to ensure the equivalent of a 37.5 hour work week including 7.5 hours for the holiday.
- Option B. Work 9.375 hours on the three (3) days the school is open and use 1.87 hours of vacation, compensatory time or unpaid leave to ensure the equivalent of a 37.5 work week including the 7.5 hours for the holiday.
- Option C. Work 8.5 hours on the three (3) days the school is open and use 4.5 hours vacation, compensatory time or unpaid leave to ensure the equivalent of a 37.5 work week including 7.5 hours for the holiday.
- Option D. Work 7.5 hours on the three (3) days the school is open and use 7.5 hours vacation, compensatory time or unpaid leave to ensure the equivalent of a 37.5 work week including 7.5 hours for the holiday.

Overtime in this case is defined as any authorized time worked in excess of the designated hours for each option.

**Exclusions**

**The following departments may be excluded from this agreement: Performing Arts, Information Technology, ESL and Fiscal Services**. In addition, employees whose assignments are related to special events, security, instructional, instructional support (labs, library, etc.), facility rental activities, or other College activities or operations with hours on Fridays, Saturdays and Sundays shall develop their work schedule with their supervisor.

The Alternate Summer Work Schedule should be arranged as soon as possible but no later than June 1st and will remain in effect for the entire time period.

**EMPLOYEE ALTERNATE SUMMER WORK SCHEDULE REQUEST FORM**

CSEA Unit Member Classified Staff

NAME:_____

DEPT._____ EXTENSION _____

This request form is to be used for a flexible schedule for summer. **From the first week in June through the first week in August,** the College will be closed on Fridays.

You must choose **one** of the options listed and **that option remains in effect for the entire time period.** The option chosen will be subject to Manager/Supervisor approval. It is understood that District service needs and seniority in the job classification will be considered in determining approval/disapproval for an employee's proposed option. **NOTE: If a longer lunch is taken, the employee must extend their workday by the same amount of time.**

Please submit this form to your Manager/Supervisor (not Department Chair), as soon as possible. The Manager/Supervisor will make a recommendation and provide an approved copy to the employee and department Administrative Assistant or designee.

Please refer to Attachment R of the CSEA collective bargaining agreement, which explains all of the provisions of the program.

Option Request

I request:

| Option A | Start Time: | End Time: |
|---|---|---|
| | | |

| Option B or C | Start Time: | End Time: | Please designate what type of leave you will be using (i.e. vacation, compensatory time or unpaid leave). Type of leave: _____<br>Please show leave on electronic leave report form. |
|---|---|---|---|
| | | | |

| Option D | Start Time | End Time | State agreement between you and your Manager |
|---|---|---|---|
| | | | |

**NOTE:** ***Pursuant to Article 10 Item 15 in the CSEA CBA "Vacation Leave" shall be reported in the month in which the leave is taken, by recording it on the electronic leave report.***

**Recommendation_____**

_____

Manager Signature Date

# ATTACHMENT S

[Placeholder]

**ATTACHMENT T**

COLLEGE OF MARIN

# Classified and Management Absence Report for Late Submissions

(For use when the submission deadline has past)

PLEASE SUBMIT TO THE HUMAN RESOURCES DEPARTMENT AS SOON AS POSSIBLE.

It is the responsibility of the employee to make a full report of the cause of every absence. For a complete listing of leave regulations, consult the collective bargaining agreement or District policy, whichever is applicable. Use the codes provided below to fill in the calendar date(s) to indicate the type of absence and the number of hours absent. For example: S 4.5 = Sick Leave, 4.5 hours. PN b 4.5 = Personal Necessity, accident, 4.5 hours.

| | |
|---|---|
| Employee: | M00 #: |
| Department: | Job Title: |
| Prepared by: | Date: |

CODES

- B = Bereavement Leave
- C = Compensatory Time
- F = Family Leave
- I = Industrial Accident/Illness Leave
- J = Jury Duty
- LC = Flexible Family Leave (Labor Code Sec 233)
- M = Military Leave
- O = Off Duty
- P = Pregnancy Disability Leave
- PN = Personal Necessity
- S = Sick Leave
- U = Uncompensated Leave
- V = Vacation

Personal Necessity Leave*

Days accumulated for sick purposes may be used by an employee, at his/her election in cases of personal necessity. Personal necessity is defined as one of the following not to exceed contract maximums:

a. Death or serious illness of a member of his/her immediate family when additional leave is required beyond that provided in respective contracts.
b. Accident involving his/her person or property, or the person or property of a member of his/her immediate family.
c. Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction, including adoption hearing.
d. To conduct legal or other personal and pressing obligations which require the presence of the employee during regularly scheduled working hours in order to prevent a familial or financial hardship. Such obligations do not include any extension of holidays and/or weekends or any recreational matters of personal convenience.
e. Religious holidays

*"Immediate family" is defined in respective contracts.

Month / Year _____

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 | |

I certify that the information contained in this absence report is accurate and correctly represents the type and the number of hours of each absence.

Employee: _____ SIGNATURE _____ DATE

Supervisor: _____ SIGNATURE (If Applicable) _____ DATE

Manager: _____ SIGNATURE _____ DATE

FOR HUMAN RESOURCES OFFICE USE ONLY

Sick Leave Deduction: _____ Post Comp Time Off: _____

Sick Leave/PN Deduction: _____ Other: _____

Vacation Leave Deduction: _____ Approved: _____

03_Absence_Rpt_LS_04_12

# SALARY SCHEDULES