



Victor Valley College
AGREEMENT

between

Victor Valley Community College District

and

**Victor Valley College
California School Employees Association
Chapter 584**

July 1, 2018 - June 30, 2021

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ARTICLE 1
AGREEMENT

- 1.1 This Agreement is made and entered into this 18th day of December 2018, by and between Victor Valley Community College District, hereinafter referred to as the “District,” and California School Employees Association (CSEA) and its respective Chapter #584, hereinafter referred to as the “Association.”

- 1.2 The term of this Agreement will be from July 1, 2018, through June 30, 2021. The parties agree that for 2019-2020 and 2020-2021, either party may request to reopen on Article 8 - Salary, Article 9 - Health and Welfare Benefits, any two articles of choice, and any other articles mutually agreed upon.

ARTICLE 2
RECOGNITION

- 2.1 The District confirms its recognition of CSEA and its respective Chapter #584 as the exclusive bargaining representative for those members of the classified service holding positions described as all full-time and part-time permanent and probationary classified employees including in Appendix A (permit and associate permit teachers).
- 2.2 All newly created positions of the classified service, as defined in Education Code 88003, which have not been identified by the District as supervisory, confidential or management, shall be added to the unit described in Appendix A.
- 2.3 Classified specials with appropriate titles will be added to Appendix D.

ARTICLE 3
NO DISCRIMINATION

- 3.1 No bargaining unit member shall be discriminated against by the District or the Association because of his or her political opinions or affiliations, or because of race, national origin, religion, marital status or any other legally protected class.

- 3.2 Neither the District nor the Association shall unlawfully discriminate against any unit member because of rights guaranteed by the Educational Employment Relations Act. Such discrimination is subject to unfair practice procedures and shall not be grievable under Article 16 of this Agreement.

ARTICLE 4
DISTRICT RIGHTS

- 4.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to those duties and powers are the right to: determine its organization; direct the work of its employees; determine the time and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish policies, goals and objectives; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work not normally and customarily provided by the bargaining unit; and take action on any matter in the event of an emergency. In addition, the Board of Trustees, hereinafter referred to as the “Board,” retains the right to hire, classify, assign, evaluate, promote, transfer, layoff, reduce hours, terminate and discipline employees. The exercise of the foregoing powers, rights, authority, duties and responsibilities, by the District shall be limited only by the specific and express terms of this Agreement and any rights not addressed herein are left to the exclusive determination of the District.
- 4.2 The District retains its right to rescind policies and practices referred to in this Agreement in cases of emergency. The determination of whether or not an emergency exists is solely within the discretion of the Superintendent/President, with notification to the Board of Trustees.
- 4.3 Definition of Emergency: An unforeseen combination of circumstances, or the resulting state that calls for immediate action on a temporary basis, or an urgent need for assistance or relief, such as an event or situation which threatens serious damage to human welfare or property.

ARTICLE 5 HOURS AND OVERTIME

5.1 WORKWEEK

The standard work week shall be forty (40) hours.

5.2 WORKDAY

The District has the right to set the initial hours upon creation of a new position or for a vacant position. Any changes to an existing employee's shift hours, length of work day or days worked per year shall be negotiated prior to implementation. The District may employ persons in bargaining unit positions who have a regular, minimum assignment of less than eight (8) hours per day and/or forty (40) hours per week. Such positions shall be deemed regular "part-time" positions.

5.3 LUNCH/BREAKS

All bargaining unit members who work an assigned work day of six (6) hours or more shall be entitled to two (2) fifteen (15) minute breaks, one in the morning and one in the afternoon. All bargaining unit members shall also be entitled to a lunch break of one-half hour unless lengthened under 5.3.1 below.

5.3.1 Bargaining unit members may combine the morning and afternoon breaks with their lunch in order to have a one (1) hour lunch break, thirty (30) minutes of which will be duty free. Lunch breaks shall be scheduled by mutual agreement between the supervisor and employee based upon the needs of the Department. Neither the district nor the employee may schedule a lunch hour and/or break at the beginning or end of the work day. Approval of any requested change in lunch breaks shall not be unreasonably withheld and shall be justified in writing to the employee.

5.4 OVERTIME

All overtime hours shall be compensated at the rate of one and one-half (1 ½) the regular rate of pay. Overtime is defined as any time required to be worked in excess of eight (8) hours in any one day and/or in excess of forty (40) hours in any one calendar week. Classified employees whose average workday is less than eight (8) hours per day shall be paid straight time up to eight (8) hours per day for five days and will be compensated at time and one-half for work on the sixth and seventh consecutive day. Overtime hours do not affect fringe benefits; nor do overtime hours count toward vacation, longevity, completion of probation, or step advances. Classified employees shall not be paid for unauthorized overtime. Any classified employee required to work overtime specified in Article 10 shall be paid compensation, or granted compensatory time off, at the rate of time and one-half (1½) in addition to the regular pay. Overtime must be pre-approved by the supervisor and area Vice President prior to commencement of any work.

5.5 **ORDER OF SENIORITY**

Order of seniority in this article shall mean seniority in the same classification (job title) at that work location, taking into consideration the nature of the work to be performed and the needs of the District. A current classified seniority list is attached as Appendix C. An updated seniority list shall be maintained by the District and available to CSEA during the term of this contract upon request.

5.6 **OVERTIME DISTRIBUTION**

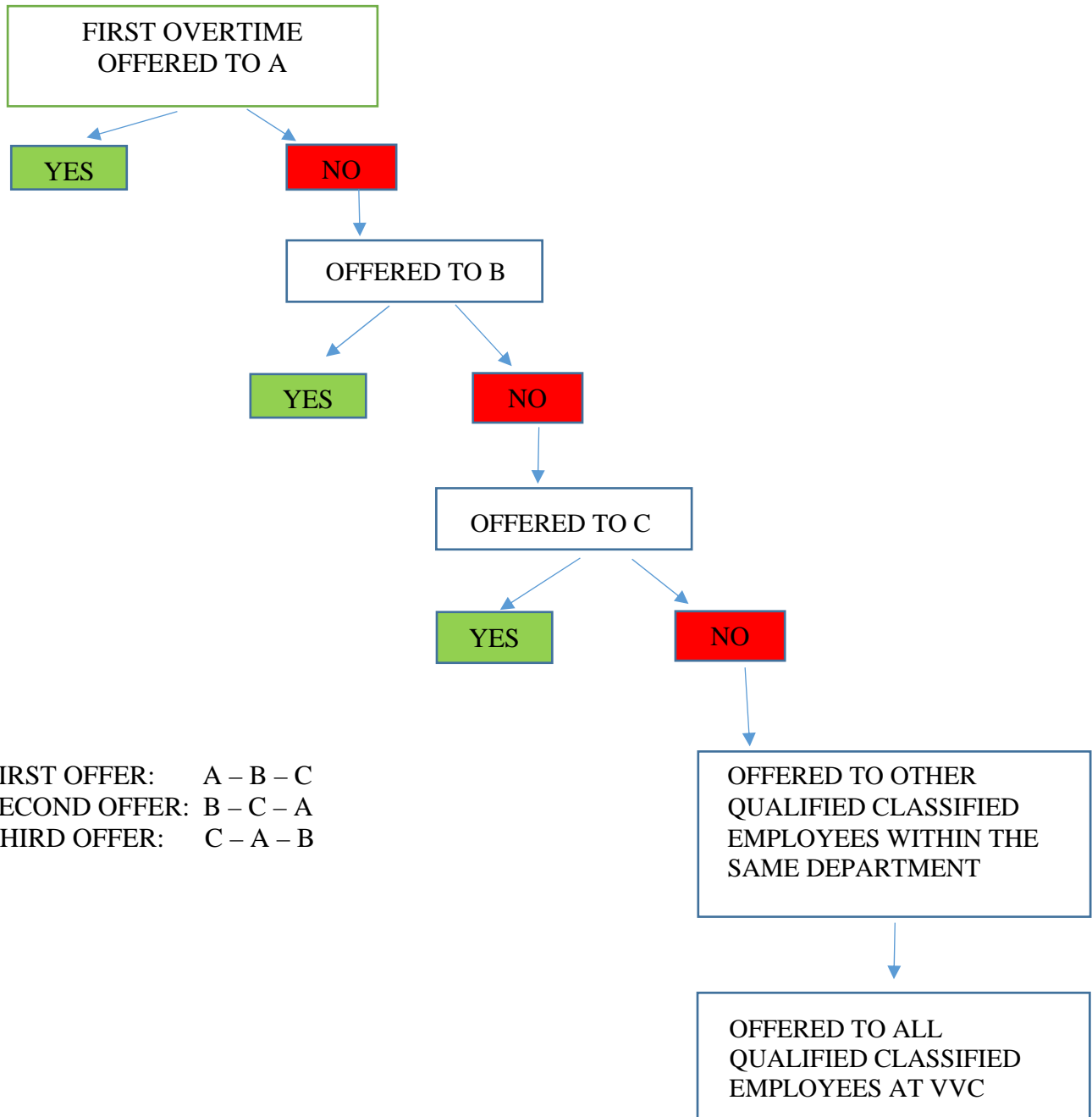
Overtime work first shall be distributed within the appropriate classification (job title) within the department by seniority rotation (see example), then among qualified classified employees in the same department at each work location by seniority rotation, taking into consideration the nature of the work to be performed and the needs of the District. Each employee offered overtime shall have twenty-four (24) hours to respond in non-emergency situations. Failure to respond within twenty-four (24) hours will be considered a declination, and the offer will move to the next person in the rotation.

In the event that not enough classified employees in the Department accept the overtime, the supervisor shall offer the overtime to all qualified classified employees on a first come first serve basis.

A qualified employee is a classified employee that has sufficient training and experience to demonstrate the Knowledge and Abilities for the position, based on the duties to be performed.

NEED FOR OVERTIME (OT)

Three Employees: A- Most Senior, B- Next Most Senior, C- Least Senior within the same Classification (Job Title)



ROTATION

Whether or not A accepts or declines, A moves to the bottom of the list and so forth and B becomes the most senior for next overtime opportunity, and so on.

A notice of overtime opportunities for employees outside of the department shall be emailed to the classified group active directory list.

- The email notice shall include a description of the event or services needed, the date and time for the services to be performed, an estimate of the amount of time anticipated, the qualifications required to perform the project.
- The email notice shall be posted at least five days in advance, or as soon as possible after the District becomes aware of the need for overtime, whichever is less. Employees shall be given at least twenty-four hours to indicate interest in the overtime.

Summary of Overtime Distribution:

1. Overtime opportunities are first offered to qualified Employee(s) in the appropriate classification (Job Title) within the department;
2. Then to qualified Employee(s) in that department; and
3. Then to all qualified classified employees.

Article 5.7.2 shall apply in the event that an insufficient number of qualified classified employees accept the overtime.

5.7 CALL BACK TIME

A classified employee shall be called back after hours by seniority. “Call back” time is when: 1) an employee is requested to come into work on a day when the employee is not regularly scheduled; 2) an employee is requested to come in on a day when the employee is scheduled, but prior to the employee’s assigned start time; or 3) when an employee is requested to come back to work after the employee has already left work for the day.

- 5.7.1 If an employee is called-back or called-in prior to the start of their shift or after the end of their shift or on a weekend, the employee shall be compensated a minimum of two (2) hours at time and one-half (1 ½) times the hours worked, unless it is holiday time which shall be compensated at two and one-half time (2 ½) times the hours worked. If an employee is called back within the initial two (2) hours, there shall be no additional compensation. Anything after the initial two (2) hours shall be compensated at the time and one-half (1 ½) or two and one-half time (2 ½) times the hours worked, whichever applies.

Classified employees contacted for consultation or advice outside their normal work hours that does not require them to return to campus shall be compensated in 15 minute increments at the overtime rate or holiday rate as it applies.

- 5.7.2 In the event that an insufficient number of classified employees are available, the District shall have the right to do what is necessary to complete the work, so long as it is in compliance with applicable law.

5.8 **RIGHT OF REFUSAL**

A classified employee shall have the right to refuse an offer of, or request for overtime, call-back, or call-in time except in case of emergency. The declaration of emergency shall be the prerogative of the District. Where an emergency is declared to exist that threatens to halt, impede, or impair the operation of the college, the classified employees are bound to comply.

If no classified employee is available, Article 5.7.2 shall apply.

5.9 **COMPENSATORY TIME**

5.9.1 A classified employee shall have the option to request compensatory time off in lieu of cash compensation for overtime work. Compensatory time shall be granted at the appropriate rate of overtime. Compensatory time (except that accrued on holidays) shall be accrued at a rate of one and one-half (1½) times the hours worked.

5.9.2 Compensatory time accrued on established holidays shall be compensated at two and one-half (2½) times the hours worked.

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

5.9.4 The option of taking compensatory time must be requested from the classified employee's supervisor and must be scheduled and taken within the fiscal year it is earned. In the event the compensatory time is not used within the fiscal year it is earned, it will be paid to classified employee in the first paycheck for the new fiscal year at the rate in which it was originally earned.

5.10 **SHIFT DIFFERENTIAL COMPENSATION**

A classified employee regularly assigned so that one-half or more of his/her daily work schedule is between 12 midnight and 6 a.m. shall receive a shift differential premium of five percent (5%) above the regular rate of pay.

5.11 **FOUR-DAY WORK WEEK**

5.11.1 Summer Four-day Workweek: During the term of this agreement for the period between the end of the spring semester and two weeks prior to the beginning of fall semester, a four-consecutive-day workweek will be Monday through Thursday. The workday will be nine hours and twenty-two minutes per day for full-time employees. There will be a flexible lunch hour.

5.11.1.1 An example of a typical, full-time regular workday would be 7 a.m. to 5:22 p.m. with a duty-free lunch of sixty minutes.

5.11.2 While on four-consecutive-day schedule, vacation and sick leave will accrue and be used on an hourly basis to avoid any changes in vacation earned or taken under the normal five-day, forty-hour week. (See Article 10.1.2, Holidays.)

The following departments or portions of these departments may continue to operate under the normal five-day work week:

Child Development Center
Maintenance & Operations
Biological Sciences
PAC
IT/MIS/IMS/Telecom
Campus Police
Bookstore Employees During Inventory Review (not to exceed 1 week)
Aviation

If it is determined that the above departments or portions of these departments will be required to operate under a normal five-day work week, the District shall notify the employees in the department at least four weeks prior to the end of the Spring semester.

Upon providing such notice, CSEA may request to meet with the District to discuss whether an alternative staggered four-day workweek in the department is feasible in order to meet the operation needs of the District and provide necessary coverage.

5.12 TEMPORARY CHANGE IN HOURS

5.12.1 Notwithstanding Article 5.1, whenever in the best interest of the classified employee and the District, the classified employee and the classified employee's supervisor may mutually agree to a temporary change of up to one hour and up to a three (3) month period in the unit member's regular reporting time. Any change in a classified employee's start time will be memorialized in an email to the employee with a copy to the Association President on or before the effective start date.

5.12.2 Nothing herein is deemed to be a waiver of the classified employee's right to representation.

ARTICLE 6
EXPENSES AND MATERIALS

- 6.1 The District shall provide tools and equipment it requires for use by unit members in the performance of their assigned duties including but not limited to uniforms and personal protective equipment.
- 6.2 Unit members shall be responsible for the loss and damage resulting from the negligence of the employee of all tools, equipment, keys, uniforms, etc. issued to them by the District.
- 6.3 All such District property shall be returned to the District upon termination of employment or as otherwise directed by the District.
- 6.4 Unit members shall reimburse the District for all items lost, damaged or stolen as a result of the unit member's failure to exercise reasonable care.

ARTICLE 7 UPWARD MOBILITY

7.1 UPWARD MOBILITY

7.1.1 The purpose of the Victor Valley College classified employee Upward Mobility Program is to assist and enable permanent, classified employees to achieve their career goals at Victor Valley College. Time spent towards the Upward Mobility Program must be approved by the immediate supervisor. The time away from the job duties for coursework must be reported on the monthly absence report through vacation time. Cross-Training and Job Shadowing shall only be for a period of up to twelve (12) months with a start and end date.

7.1.2 Request for Approval

A bargaining unit member who wishes to have courses or activities approved for reimbursement will fill out the Upward Mobility Program forms and submit them via email, or in person, to the Upward Mobility Committee chairperson for committee review.

An Upward Mobility Committee shall consist of:

- The Vice President of Human Resources, and
- One (1) other administrative employee appointed by the Superintendent/President, and
- Two (2) classified employees appointed by the Association.
- The four (4) committee members shall then appoint a District employee as a fifth committee member.
- The Committee members shall serve two (2) alternating year terms, except for the Vice President of Human Resources.

The Upward Mobility Committee shall review all requests and materials submitted by the applicant and take action on the requests within thirty (30) calendar days upon receipt of a completed request. The employee and the employee's supervisor, shall be notified of the committee's decision.

7.1.3 The classified employee Upward Mobility Program at Victor Valley College will include:

7.1.3.1 Career Plan

The opportunity shall be offered to all permanent classified employees to identify their career goals at Victor Valley College. The employee, in cooperation with his/her supervisor, the Office of Human Resources representatives, and/or counselors, will formulate a plan for reaching his/her career goal at Victor Valley College. The plan is to specifically define course work, degrees, job shadowing opportunities, and

mentoring opportunities, which will prepare the employee for his/her career goal. The career plan provides opportunities and prepares classified employees to the extent possible towards reaching their career goals. Completion of a career plan does not guarantee a promotion or new position at Victor Valley College, but the skills, training and education gained through the completion of the plan may provide classified employees an opportunity for advancement

When necessary, the plan is to be updated or revised to reflect career goal changes. The official career goal plan is to be retained in the Office of Human Resources. See Appendix B, Ba, Bb.

7.1.3.2 Evaluation of College/University Classes

Classified employees will be able to complete lower division courses taken at Victor Valley College and/or upper division course work taken at any accredited four-year college or university as outlined in the employee's career plan. The college or university must be accredited by an accrediting agency approved by the United States Department of Education.

All courses shall be submitted for approval prior to course enrollment. Courses submitted for approval after the course has begun will not be approved. See Appendix B1a.

Employees will be reimbursed for the cost of required books, required course materials, and registrations fees upon satisfactory class completion with a grade of "C" or better. Each classified employee is responsible for submission of verification of completion and all documents necessary to apply for the reimbursement. See Appendix B1, B1a.

7.1.3.3 Training Leave

After supervisor and area vice president approval, the Board of Trustees may grant to a classified employee a training leave after five years of continuous full-time service. Such leaves may be up to three months at the employee's regular pay or up to six months at 60 percent of the employee's regular pay. The period for qualifying for another leave will commence at the termination of the leave.

The employee must provide the Board of Trustees with a detailed plan which relates directly to achieving his/her Victor Valley College career goal. Failure to fulfill the plan may result in disciplinary action. The employee must agree to continue employment with the District for at least two years after returning to service or return the emolument (salary and/or allowance, etc.). Any employee who is granted training

leave shall agree in writing to file a bond with the District, which shall enable the District to reclaim any remuneration granted the employee while on leave in the event the employee does not return to the District.

Training leaves shall not be deemed a break in service, nor shall employees earn vacation days, sick leave or holiday pay provided under this agreement. Depending upon district finances, up to two full-time equivalent training leaves may be granted each year by the Board of Trustees. See Appendix B2, B2a.

7.1.3.4 **In-Service Training Time**

Classified employees are encouraged to participate in workshops and seminars offered through the Victor Valley College Employee Professional Development Program which relate to their VVC career goals. They are also encouraged to participate in other training opportunities provided through the VVC Employee Professional Development Program. Unit members must receive prior approval from their supervisor before participating in in-service training. See Appendix B3.

7.1.3.5 **Career Counseling**

Through the Victor Valley College Counseling Program and the Career/Transfer Center, career counseling will be provided without charge for employees to assist them in formulating career goals and training/education plans. See Appendix B4.

7.1.3.6 **Mentoring**

The District may establish a pool of mentors from which classified employees and the District will select an appropriate mentor for the employee to help guide and fortify his/her career development at Victor Valley College. See Appendix B5, B5a.

7.1.3.7 **Job Shadowing**

Classified employees may be provided job shadowing opportunities to learn the skills and responsibilities of another position related to their career goals. The specific schedule to perform these activities must be agreed upon by the supervisor and classified employee. No overtime shall be issued to accomplish the job shadowing assignment. See Appendix B6, B6a.

7.1.3.8 **Cross Training**

Classified employees may be provided cross training opportunities to learn the skills and responsibilities of another position related to their career plan. The specific schedule to perform these activities must be agreed upon by the supervisor and classified employee. No overtime shall be issued to accomplish the cross training assignment. See Appendix B7, B7a.

7.1.4 **Reimbursement Process**

Upon receipt of the approved participant's necessary documentation by each semester's respective deadline, or by the last business day following the deadline if deadline is not a work day. The District will determine each approved participant's proportionate share of reimbursement based upon the total amount of qualified requests.

The District will process and reimburse all qualified requests for reimbursement for approved participants in the Upward Mobility Program within forty (40) working days after each term's respective deadline.

The District will distribute up to \$12,500 each semester and \$4,500 each winter and summer among all classified participants who qualify for reimbursement on a proportional basis. For example, if by February 15, the District receives total requests for qualified reimbursement in the amount of \$25,000, the total amount available for reimbursement is \$12,500. The District will provide each approved participant 50 percent of his or her request for reimbursement.

The Upward Mobility Committee shall meet as needed.

Reimbursement requests pertaining to course work fees may not exceed those currently in effect at Cal State University, San Bernardino, State of California resident rates or Victor Valley College's current tuition and fees if attending a California Community College at the time of enrollment.

Approved participants must submit verification of course completion and all documents necessary for reimbursement to the Human Resources Offices by the following dates immediately following the term completed:

TERM	DOCUMENT SUBMISSION DATE NO LATER THAN:
Fall	February 15
Winter	April 15
Spring	July 15
Summer	October 15

ARTICLE 8
SALARY

8.1 The salary schedule attached as Appendix D shall remain in effect for the fiscal year 2018/2019 through 2019/2020.

8.1.1 That parties agree that all classified bargaining unit members will be granted an on schedule, salary increase calculated as follows:

3% for 2018/2019, effective July 1, 2018

2% for 2019/2020 or funded COLA, whichever is greater.

8.2 In the event either full-time faculty, or management is provided a salary increase through June 30, 2021, that is greater than what has been negotiated with CSEA during the same time period, an equal percentage salary increase will be granted to classified employees.

**ARTICLE 9
HEALTH AND WELFARE BENEFITS**

The District and CSEA agree to continue discussing health benefits and current CBA language remains status quo.

CSEA agrees to reopen Article 9 immediately upon receipt of proposed rates and plans from insurance plan providers. This is anticipated to be in March of 2015.

9.1 Major medical health and accident insurance must be carried by all bargaining unit members. However, any bargaining unit member who is typically scheduled to work less than 20 hours per week shall not be subject to this requirement.

9.2 July 1, 2010, to June 30, 2011

- A. The district shall pay 100% of the super composite rate for medical, mental health, dental and vision premiums, as well as mandatory life insurance premiums.
- B. Eligible classified will have a choice of two (2) HMOs (one must be Kaiser) and one PPO, POS, or Elect Plan.
- C. Any changes (i.e. office co-pays, prescription drug plans, and deductibles, etc.) or changes in carriers recommended by the Benefits Committee must be bargained and ratified by classified.
- D. A Section 125 Flexible Benefit Plan will be offered to eligible classified members on a voluntary basis, consistent with the requirements of law. This plan allows eligible classified members to set aside, on a pre-tax basis, certain unreimbursed medical expenditures and dependent day care expenditures, in addition to certain out-of-pocket premium costs, subject to federal and state regulations.
- E. Employees who are less than full-time and at least 50% (20 or more hours per week) will be eligible for full benefits as long as they were employed as of April 8, 2008.
- F. Employees hired after April 8, 2008, who are less than full-time and at least 50% (20 or more hours per week) will pay the difference between the pro rated district contribution and the amount necessary to ensure full benefit coverage.

9.2.1 Each year effective July 1, 2011 – June 30, 2013 the District and CSEA agree to re-open and negotiate Article 9, Health and Welfare Benefits. In the event faculty or management is provided a benefit package for the term of this agreement, greater than that provided in this agreement, an equal benefit package will be granted to classified employees.

9.3 A college-wide insurance committee will include three classified bargaining unit members recommended by the president of the association. The Association president and/or designees on the Insurance Committee shall recommend changes to the current

health and welfare benefits. These changes may include, but are not limited to, plan design, benefit caps, services provided, service providers, brokers or trust. The district agrees to reopen Article 9 and commence negotiations regarding the recommendation at least 60 days before the recommended change.

- 9.4 The District will provide retirement benefits for unit members who are eligible for PERS/STRS retirement and who have a minimum of ten years of service at Victor Valley Community College District at the time of retirement. The date of hire will be the actual date of hire unless adjusted by the MSA. Said benefits will be the current health insurance benefits provided to the Classified as a whole and said benefits will be provided to both the eligible employee and said employee's eligible dependents until the employee reaches Medicare age. In order to be eligible for this benefit, the unit member must have been employed by the District on or after July 1, 1999. In the event that any or all of the medical providers under the district paid plans are not available to a retired unit member and said retirees' eligible dependents because of a change of residency or otherwise, the District shall be required to pay no more than the super composite rate for active employees.

ARTICLE 10 HOLIDAYS

10.1 SCHEDULED HOLIDAYS

10.1.1 The following holidays shall be granted as holidays for all bargaining unit members:

- New Year's Day
- Martin Luther King Day
- Lincoln Day
- Third Monday in February known as Washington Day
- Spring Break Day (which will coincide with Good Friday)
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- December 24
- December 25
- Winter Break Holiday (in addition to any board-given holidays)
- In lieu of Admission's Day (during the winter break)
- December 31
- Any work day declared by the President of the United States or the Governor of California as day of mourning shall be granted as a holiday for all classified employees regularly scheduled to work. If this day is not a normal work day, no holiday will be given.
- One day to be selected on a floating basis with approval of the bargaining unit member's supervisor. The floating holiday shall be used by June 30 of each year and shall not be accrued from year to year.

10.1.2 In the event a holiday falls on a Saturday, the preceding Friday shall be considered a holiday. In the event a holiday falls on a Sunday, the succeeding Monday shall be considered a holiday. When a holiday falls on a day within the regularly scheduled workweek and the employee is not assigned on that day, the unit member shall receive a substitute holiday which shall be requested by the unit member and used with the approval of the unit member's supervisor within sixty (60) work days. In the event a supervisor refuses to allow the unit member to take this substitute holiday due to the needs of the district, it will be paid to the unit member.

10.1.3 Unit members whose normal workweek includes Saturday or Sunday, or both, and as a result the employee loses a holiday which he or she would otherwise be entitled, shall be entitled to a substitute holiday or shall be entitled to

compensation in the amount to which the unit member would have been entitled had the holiday fallen within his or her normal work schedule. (Ed. Code 88206).

- 10.1.4 When a unit member's schedule includes any hours on a holiday, they shall receive two and a half (2 ½) times their regular rate of pay for all hours worked during the holiday.

**ARTICLE 11
VACATION**

11.1 All bargaining unit members who are regularly employed on a full-time basis shall be entitled to a vacation allowance for each calendar month based on years of service in which the employee is in paid status for one half (1/2) the working days or more as set forth in the following schedule. Time served during the probationary period shall count toward vacation time.

Years of Service	Monthly Accrual	Annual Accrual
1	1.00 day	12 days
2	1.083 day	13 days
3	1.167 days	14 days
4	1.250 days	15 days
5	1.333 days	16 days
6	1.417 days	17 days
7	1.500 days	18 days
8	1.583 days	19 days
9	1.667 days	20 days
10-15	1.750 days	21 days
16+	1.833 days	22 days

11.2 Bargaining unit members serving on less than a 12-month schedule shall accrue vacation leave on the same basis and at the same rate as those employed on a 12-month schedule, but vacation time so earned must be taken during the months in paid status and approved in advance by the supervisor.

11.3 So that coincident vacation times will not interfere with the orderly carrying out of the necessary business of the District, vacation schedules shall be staggered as required by the workload and shall be scheduled in advance and approved by the bargaining unit member's supervisor.

11.4 Vacation leave shall not be permitted to accrue for the purpose of taking extended vacations, nor shall bargaining unit members be permitted to be at their work station during vacation periods or non-scheduled hours for any reason.

11.5 BANKED VACATION HOURS

11.5.1 On July 1, 2002, a one-time vacation bank was created by employees with vacation in excess of that which could be earned in twelve (12) months. Vacation placed in this separate holding account under this section shall be referred to as "banked vacation." No hours may be added to this one-time vacation. All remaining vacation outside of banked vacation shall be referred to as a unit member's "vacation balance."

11.5.2 Beginning July 1, 2002, any unit member with a vacation balance in excess of that allowed under 11.6.1 shall not be eligible to accrue additional vacation days until the unit member reduces his/her vacation balance to an amount below the maximum allowed under 11.6.1. As soon as the unit member reduces his/her vacation balance to an amount below that allowed under 11.6.1, said unit member shall begin accruing additional vacation at the rate specified in 11.6.1, up to the maximum allowed under 11.6.1

11.5.3 All vacation sought to be used by a unit member shall first be drawn from a unit member's vacation balance. When a unit member's vacation balance has been used in its entirety, any additional vacation sought to be used shall be drawn from a unit member's banked vacation.

11.5.4 Subsequent to ratification of this Agreement, all classified employees who maintain banked and vacation balances shall meet in good faith with their supervisors to discuss a voluntary plan to take vacation on an accelerated basis in order to reduce their banked and vacation balance. Any classified employee who has banked vacation shall be provided notice of the number of days in the bank on or about July 1 of each year.

11.6 VACATION BALANCE

11.6.1 Vacation credit shall be calculated on the basis of the school fiscal year, beginning July 1st and ending June 30 of the year following and may be accumulated to a total not exceeding that which the bargaining unit member could earn in twenty-four (24) months.

Vacation accrued beyond the two-year maximum will be paid if the following conditions exist. The employee must provide written verification of a denied vacation request. This denied request must reflect that vacation was requested for a time period that would not substantially interfere with the function of the department.

11.6.2 Full credit for vacation leave will be given for the first and last calendar month of service when the bargaining unit member is in paid status for one-half ($\frac{1}{2}$) or more the working days of that month. No credit for vacation time will be given when the bargaining unit member is in paid status for less than one-half ($\frac{1}{2}$) the working days of that month.

11.6.3 Full annual credit for vacation leave will be advanced on July 1 of each fiscal year. However, if a unit member leaves employment before vacation is earned, adjustments will be made.

11.7 Part-time bargaining unit members shall be entitled to vacation leave on a pro-rata basis.

11.8 Vacation may be taken in units of not less than 15 minutes.

- 11.9 When any bargaining unit member leaves the employ of the District for any reason, including a layoff, he or she shall be entitled to all vacation pay earned and accumulated up to and including the last day of employment.
- 11.10 If a bargaining unit member is terminated and had been granted vacation which was not yet earned at the time of termination the District shall deduct from the bargaining unit member's severance check the full amount of salary paid for such unearned days of vacation time.
- 11.11 A bargaining unit member may request approval from his or her supervisor to interrupt or terminate his or her vacation in order to begin another type of paid leave. Approval will be granted only if the bargaining unit member supplies relevant supporting information regarding the basis for the interruption or termination.

ARTICLE 12 LEAVES

12.1 BEREAVEMENT LEAVE

12.1.1 Definition

Bereavement is the loss by death of a member of the immediate family of the bargaining unit member or his/her spouse.

Immediate family shall include spouse, mother, father, grandmother, grandfather, son, daughter, son-in-law, daughter-in-law, grandchildren, brother, sister, step-parents, step-children, foster parents, foster children, children's father or mother or any relative living in the immediate household of the employee.

Immediate household shall be the primary residence of the bargaining unit member.

12.1.2 Length of Leave

Bargaining unit member shall be granted bereavement leave not to exceed four (4) days. The leave will be extended to six (6) days when out of state travel or travel beyond a three hundred (300) mile radius is necessary.

12.1.3 Compensation

No deduction shall be made from the salary of the bargaining unit member nor shall such leave be deducted from leave granted by other sections of this article or other leaves provided for by the District.

12.1.4 Notification/Request

The bargaining unit member shall notify the appropriate supervisor of bereavement leave for those persons specifically mentioned in section 12.1.1.

12.2 JURY DUTY

12.2.1 An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The District shall pay the employee the difference, if any, between the amount received for jury duty and the employee's regular rate of pay. Any meal, mileage, and/or parking allowance provided to the employee for jury duty shall not be considered in the amount received for jury duty.

12.2.2 Any day during which any employee in the Bargaining Unit whose regular assigned shift commences at 4 p.m. or after, and who is required to serve six (6)

or more hours on jury duty shall be relieved from work with pay. The employee shall submit a written request for an approved absence prior to the beginning date of the jury duty. The employee shall provide the Payroll and Benefits Office with an official verification of the dates and times of jury duty. Any employee whose regular assigned duty is a non-traditional workweek and is required to perform jury duty during that workweek shall have his/her workweek adjusted so that the employee does not work and serve on jury duty more than five (5) combined days during that workweek.

Employees who work the graveyard shift shall have the option of taking off the shift the night before or the shift the night of jury duty.

12.2.3 Length of Leave

Leave shall be granted for attendance in court as certified by the clerk or other authorized officer of such jury or court. Proof of attendance shall be by presentation of a certificate signed by such clerk or officer.

A bargaining unit member who serves on a jury panel will not be required to work for the District on that day if 75% of the workday has been exhausted or will have been exhausted by the inclusion of reasonable travel time. If a bargaining unit member is released prior to the 75%, as previously described, they must return to work.

12.2.4 Compensation

Pay for any day of absence taken under this section shall be the bargaining unit member's regular salary. Bargaining unit members shall complete the fee waiver form provided by the court. Any payment offered from the court shall be waived. Excluded is court-awarded allowance for meals, mileage and/or parking.

12.3 WITNESS LEAVE

12.3.1 Definition

A witness leave is a leave granted to allow a bargaining unit member to appear as other than a litigant in the case in response to an official order from a governmental jurisdiction.

12.3.2 Length of Leave

Leave shall be granted for attendance in court as certified by the clerk or other authorized officer of such jury or court. Proof of attendance shall be by presentation of a certificate signed by such clerk or officer.

The hours that a bargaining unit member is required to perform service for the District shall be reduced by the number of hours actually spent participating as a witness and reasonable travel time from place of court to place of employment.

12.3.3 Compensation

Pay for any day of absence taken under this section shall be the bargaining unit member's regular salary less any amount received as witness fees, excluding court-awarded allowance for meals, mileage and/or parking.

12.3.4 Notification and Certification

Notification and certification shall be by presentation of the official order to the appropriate supervisor of the bargaining unit member.

12.4 PERSONAL ILLNESS AND INJURY LEAVE

12.4.1 Definition

An illness leave is granted to a bargaining unit member who is unable to work due to personal illness, injury or medical quarantine.

12.4.2 Length of Leave

Members of the bargaining unit employed forty (40) hours per week who are employed for less than a full fiscal year are entitled to a prorated portion (one day per month) of accrued sick leave for illness, injury, or medical quarantine as the number of months they are employed. Members of the bargaining unit employed less than forty (40) hours per week shall be entitled to a pro-rated portion of accrued sick leave for illness, injury, or medical quarantine based upon the number of days or hours they are employed per week.

12.4.3 Compensation

Bargaining unit members on illness leave shall receive their regular salaries providing sick leave and/or vacation leave is available.

12.4.4 Credit for Sick Leave

Upon employment and at the beginning of each fiscal year the full amount of sick leave granted under this section shall be credited to each bargaining unit member. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, new bargaining unit members of the District shall not be eligible to take more than six (6) days, or the proportionate amount to which they may be eligible until the first day of the calendar month after completion of the six (6) months of active service with the District. Sick leave credit shall be calculated on the basis of the school fiscal year, beginning July 1 and ending June 30 of the year following and may be accumulated. Part-time unit members shall be entitled to sick leave on a pro-rata basis.

12.4.5 Transfer of Illness Leave

New bargaining unit members coming from other school districts shall be notified by Human Resources that they are permitted to transfer accumulated sick leave from the District of previous employment and must request the transfer within 30 days after beginning employment.

12.4.6 Medical or Dental Appointments

Bargaining unit members who take time off during the work day for medical or dental appointments shall utilize sick leave, vacation time, compensatory time previously accrued, or with the permission of the supervisor be allowed the alternative of making up the time, at the discretion of the appropriate supervisor.

12.4.7 Administrative Leave

Members of the bargaining unit may be placed on paid administrative leave and required to submit to fitness for duty examinations, at the district's expense, at the discretion of the district in cases where the unit member's behavior and/or performance on the job may indicate a lack of physical or mental capacity to adequately perform required duties.

12.4.8 Extended Illness Leave

Pursuant to Education Code Section 88196, when a bargaining unit member has exhausted all earned sick leave as provided for in this article and continues to be absent on account of illness or accident, the bargaining unit member shall be granted non-accumulated leave not to exceed 100 working days annually at fifty percent (50%) of the bargaining unit member's regular salary.

The 100 working days shall commence with the first day of illness or injury.

The bargaining unit member shall be required to submit an attending physician's verification of illness in order to receive extended illness or injury leave benefits as provided by law and may be required to see a health care provider of the District's choice at the District's expense.

Nothing in this section shall prevent a bargaining unit member from requesting to use other paid leaves, including vacation pursuant to Article 11. The District will comply with Education Code 88195 pertaining to additional leave for nonindustrial accident or illness; reemployment preference.

No absence under leave provisions of this article shall be considered as a break in service. All benefits accruing under the provisions of this Agreement shall continue to accrue during such absence.

12.4.9 Notification/Verification

Prior to the beginning of their work day, bargaining unit members shall report (or have someone report) to their supervisor when they are unable to report to work due to personal illness, injury, or medical quarantine. The District may request illness verification after five (5) consecutive days' absence to return to work. Unless the district has written illness verification prior to an employee returning to work, the employee (or designee in extenuating circumstances) is required to call the immediate supervisor each day.

Where the District has reason to question the physical or mental ability of a unit member to effectively perform all duties required in his/her job description, the District may require the unit member to be examined by a district-appointed physician at no expense to the employee. Once the district has requested the employee to see a district-appointed physician, the district shall put the employee on paid administrative leave or the employee shall remain at work in paid status until the results are determined. Upon the physician issuing a full medical/psychological release, the bargaining unit member shall immediately return to work.

In the event the District's appointed physician does not release the employee back to work, and the employee disagrees with the physician's decision, the District and CSEA shall negotiate, if applicable, each individual case in determining the next step.

12.4.10 Definition/Physician

For the purpose of this article, the term physician is a licensed medical doctor.

12.5 PERSONAL NECESSITY LEAVE

12.5.1 In accordance with the provisions of the California Education Code, any bargaining unit member may use not more than nine (9) days of accumulated sick leave in the following cases of personal necessity:

12.5.1.1 Death of a member of his/her immediate family as defined in 12.1.1 above. This shall be in addition to bereavement leave established under 12.1 above.

12.5.1.2 An accident involving his/her person or property or the person or property of his/her immediate family as defined in 12.1.1 above.

12.5.1.3 Serious or critical illness of a member of his/her immediate family as defined in 12.1.1 above.

12.5.1.4 Pursuant to Education Code § 88027, unit members may use personal necessity leave for appearances in any court or before any

administrative tribunal as a litigant, party or witness under subpoena or any order made with jurisdiction.

- 12.5.1.5 Other personal necessities as approved by the superintendent/president requests shall be made in writing to the appropriate director, dean, or vice-president explaining the nature of the personal necessity.

12.6 **INDUSTRIAL ACCIDENT OR JOB-INCURRED ILLNESS LEAVE**

- 12.6.1 The provisions pertaining to this leave shall become effective upon regular employment.
- 12.6.2 Bargaining unit members' allowable leave shall be limited to sixty (60) working days in any one fiscal year for the same accident.
- 12.6.3 All provisions of Education Code Section 88192, as it applies to classified employees, shall be the rules and regulations of the District in matters pertaining to industrial accident and industrial illness leave.
- 12.6.4 Establishment of eligibility for temporary disability under Division 4 or Division 4.5 of the Labor Code shall be deemed proof of the employee's entitlement to this leave procedure to be followed.
- 12.6.5 When a bargaining unit member incurs an industrial accident or illness he/she shall report to his/her supervisor before the close of the working day in which the accident or illness occurs. A Worker's Compensation form shall be filed with the Payroll and Benefits Office within twenty-four (24) hours of the time such accident or illness occurs.
- 12.6.6 An industrial accident or illness leave shall commence on the first day of absence and shall be reduced by one day for each day of authorized absence. When such leave overlaps into the next fiscal year, the bargaining unit member shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
- 12.6.7 A bargaining unit member absent from his/her duties because of industrial accident or illness shall be paid such portion of the salary due him/her for any month in which the absence occurs, as when added to his/her temporary disability indemnity will result in a payment to him/her of not more than his/her full salary. During such paid leave of absence, the bargaining unit member shall endorse to the District the temporary disability indemnity checks received because of the industrial accident or illness. The District, in turn, shall issue the bargaining unit member appropriate salary warrants for payment of the bargaining unit member's salary and shall deduct normal retirement and other authorized contributions (Ed. Code 88192).

12.6.8 Upon termination of the industrial accident or illness leave, a bargaining unit member shall be entitled to the benefits provided in Section 88191 of the Education Code, and for the purpose of this section his/her absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave. Provided the bargaining unit member continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary disability indemnity, will result in a payment to him/her of not more than his/her full salary. (Ed. Code 88192).

12.6.9 Any bargaining unit member receiving the benefits of such leave shall, during periods of injury or illness, remain within the State of California unless the Board of Trustees authorizes travel outside the state. (Ed. Code 88192).

12.6.10 The District will comply with Education Code 88192 pertaining to industrial accident and illness leaves for classified employees.

A bargaining unit member who has been placed on a re-employment list, and who has been medically released for return to duty, and who fails to accept an appropriate assignment, shall be dismissed (Ed. Code 88192).

12.6.11 Allowable industrial accident and illness leave shall not be accumulated from year to year (Ed. Code 88192).

12.7 MODIFIED WORK PROGRAM

12.7.1 The District and Association recognize the desirability of bringing bargaining unit members back to full service as quickly and efficiently as possible; accordingly, the parties recognize that there may arise instances where a partial return is an appropriate intermediate step. This obligation and the outlined steps below do not impose upon the District a duty to create or substantially redefine a position or its duties. The District shall provide all members access to the interactive process regardless of the member's restrictions.

12.7.2 When a bargaining unit member with an industrial accident, injury, illness, and/or non-industrial accident, injury or illness is determined by the responsible physician to be able to return to work with restrictions, the following shall occur:

a) In accordance with ADA and FEHA, an interactive process meeting will be held to include the unit member, the unit member's supervisor and a representative of the Human Resources Office to determine if the unit member can return to their regular job within the restrictions and if not, what light duty assignments may be suitable. A CSEA representative may be present if requested by the unit member.

b) After the interactive meeting and review of recommendations, employee will be notified of the district's decision.

c) If it is determined, by the district, that the bargaining unit member cannot perform their regular assignment, consideration will be given to a modified position within the district, for which the bargaining unit member is qualified and within the restrictions, which the unit member could fill on a temporary basis.

12.8 BREAK IN SERVICE

No absence under any paid leave provisions of this article or approved unpaid leave shall exceed the number of days approved by the superintendent/president nor shall this be considered as a break in service for any bargaining unit member who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence.

12.9 ADDITIONAL LEAVE OF ABSENCE

12.9.1 The District may grant, in addition to the leaves set forth herein above, such additional leaves of absence for such purposes and periods of time as it deems advisable.

12.9.2 The District will comply with all applicable mandated portions under the Federal Family and Medical Leave Act of 1993 and the California Family Rights Act (Government Code Section 12945.2).

12.10 AUTHORIZED LEAVE VERIFICATION

The District may require a unit member to furnish a doctor's certificate, affidavit or other documentation, as verification of illness or other reason for authorized leave. Verification may be required when the district has reason to question the validity of any request for approved leave.

12.11 EMERGENCY CLOSING PROCEDURES

In the event that the college is forced to close down due to extreme weather or natural disaster, as determined by the superintendent/president or other legal agencies, the staff scheduled will be granted an undeclared holiday.

ARTICLE 13 ASSIGNMENT

13.1 NOTICE OF ASSIGNMENT

Employment information will be given to the employee upon initial employment, upon each change in classification, and annually on or before June 30. This information shall include:

1. Employee's name
2. School year
3. Effective date
4. Immediate supervisor's name
5. Classification
6. Step
7. Salary (computed annually)
8. Anniversary/Longevity Date
9. Assignment
10. Banked vacation, vacation and sick leave balance
11. Duty Hours
12. Signature of employee and Vice President, Human Resources
13. Prescribed work week

All information will be given in two copies, one for the employee and one for the employee to sign, date and return for the employee's file.

13.1.1 A bargaining unit member hired between the first and fifteenth day of a month shall have an anniversary date of the first day of that month. A bargaining unit member hired between the sixteenth and the last day of a month shall have an anniversary date of the first day of the following month. Anniversary date shall mean the date used to compute full years of service.

13.2 WORKING OUT OF CLASSIFICATION

13.2.1 Pursuant To Education Code 88010, it is the intent of this section to permit community college districts to temporarily work employees outside of their normal duties, but in so doing to require that some additional compensation be provided the employee during such temporary assignments.

Assignments shall be made by formal written notice given at or before the time of assignment to the bargaining unit member. Probationary employees are not eligible for Working Out of Class assignments.

13.2.2 When a bargaining unit member is assigned to perform the duties of an employee of the District in a higher classification for more than five (5) working days within a fifteen (15) calendar day period, his or her salary shall be adjusted upward for the entire period the duties were performed.

- 13.2.3 When assigned to duties normally performed by an employee of the District in a higher classification or a management position, the member shall receive the salary range assigned to the higher classification on the lowest step which will give an increase of at least 5% over the member's regular salary.
- 13.2.4 Service in an out-of-class assignment may be noted as prior experience for purposes of future application or promotional opportunities, but not as a current or former position for layoff or bumping purposes.
- 13.2.5 Vacant Positions - Assignments to fill vacant positions, while in recruitment, shall not exceed six (6) months unless mutually agreed upon between the District and CSEA in writing.

13.3 USE OF SUBSTITUTE EMPLOYEES IN VACANT POSITIONS

- 13.3.1 A substitute employee as used in this section, means any person employed to replace any classified employee who is temporarily absent from duty. In addition, if the District is then engaged in a procedure to hire a permanent employee to fill a vacancy in any classified position, the District may fill the vacancy through employment, for not more than sixty (60) calendar days, with a substitute employee, unless mutually agreed upon between the District and CSEA in writing.
- 13.3.2 The District and CSEA shall meet on the necessity to extend the assignment only by mutual agreement.

13.4 TEMPORARILY ASSIGNED A MANAGEMENT POSITION

- 13.4.1 When a bargaining unit member is temporarily assigned to a management position for which education and experience requirements or the equivalent are met the assignment shall reflect the beginning and ending date of the temporary management assignment. These assignments shall not be construed as a "break in service". Such assignment shall not exceed one (1) year in duration unless the period is extended by mutual agreement by the District and the Association.
- 13.4.2 Bargaining unit members temporarily assigned to management positions shall not be involved in the evaluation or discipline of other bargaining unit members and are only to maintain the operation of the department assigned.
- 13.4.3 During the period of temporary assignment the classified bargaining unit member shall be paid on step 1 of the management salary schedule or five percent (5%) above the unit member's current classified salary, whichever is greater.
- 13.4.4 During the period of temporary assignment, the classified bargaining unit member shall continue to receive all negotiated benefits.

13.5 USE OF SEASONAL EMPLOYEES

13.5.1 Seasonal employees perform duties of all classified classifications and are intended to be utilized intermittently for reoccurring peak periods when Departments have a heavy volume of business. These positions will not be employed for more than five (5) weeks during each of the Fall, Spring, and Summer peak periods. It is not the intent of this section for Seasonal employees to fill vacant positions or to circumvent normal hiring practices.

It is the intent of this section to codify the May 27, 2004 settlement agreement (Case No. VCV 010873) between parties.

13.6 CLASSIFIED SPECIALS

13.6.1 Pursuant to Education codes 88035 and 88036, classified specials are entitled to holiday, vacation, sick and health & welfare benefits on a pro-rata basis.

13.6.2 Classified Specials are identified as on call employees who work eight to nineteen (8-19) hours per week. They can work varied hours but if they work an eight (8) hour shift, Article 5.3 will apply.

13.6.3 Those Association members identified as Classified Specials shall be paid holidays in accordance with the Collective Bargaining agreement. Classified Specials will be eligible for holiday pay ONLY for those months in which they are in actual paid status.

13.6.4 The Classified Specials are members of the classified service and entitled to all Association benefits.

13.6.5 Classified Specials who decline all offered assignments within the past eighteen (18) months and after proper due process, their employment will be terminated with the District.

ARTICLE 14 EVALUATIONS

- 14.1 Evaluations are a process by which a unit member's performance and conduct on the job are measured in accordance with District standards and expectations. As part of this process, positive and open communications between the unit member and the immediate supervisor are encouraged. Evaluations should reflect a unit member's strengths and weaknesses with the general objective of maintaining or exceeding District standards and expectations. It is also the mutual obligation of the employee and supervisor to compare the job description with the duties during the evaluation process.

The purpose of this evaluation is to assess the employee's performance, and is intended as a tool for constructive feedback. Performance evaluations can be used as evidence in a disciplinary process.

- 14.2 All permanent unit members shall be evaluated annually during the first three years of employment by the immediate supervisor, provided the manager has supervised for at least one year. If less than one year, then evaluation shall be based on the length of time of the evaluator's supervision. The written evaluation and the conference in connection therewith between the unit member and the immediate supervisor shall occur within the month of the unit member's anniversary date in the position. If deemed necessary, additional evaluations may be scheduled by the immediate supervisor.

After the first three years of employment, a unit member who has received an evaluation of "3" (Meets Expectations) or higher in three consecutive annual evaluation cycles may, with the supervisor approval, thereafter be evaluated every two years. However, in addition to the requirements of Article 14.5.2, if the unit member subsequently receives a rating of "1" (Unsatisfactory) or "2" (Requires improvement) on any performance factor, evaluations shall occur at least annually beginning the following year until the above requirements have been met.

- 14.3 All newly hired unit members shall serve a probationary period of twelve (12) months. All probationary unit members shall be evaluated at the end of the fourth (4th) and tenth (10th) month of the probationary period. Failure to evaluate a probationary unit member as required by this article shall in no way affect a decision to terminate the unit member during the probationary period.
- 14.4 A probationary or permanent unit member who is reassigned into another classification and is serving a four (4) month trial service period in the new classification shall be evaluated at the end of the third (3rd) month of such four (4) month trial service period.
- 14.5 All evaluations shall be based upon job performance factors as outlined in the Performance Evaluation Form.

14.5.1 The immediate supervisor shall meet with each unit member within the timelines above and provide the unit member with a copy of his or her evaluation.

14.5.2 In the event a unit member is given a rating of “1” (Unsatisfactory) or “2” (Requires Improvement) on any performance factor, a separate meeting shall be scheduled to develop an improvement plan to address the unsatisfactory rating:

14.5.2.1 The immediate supervisor and employee shall discuss during the meeting:

- The reasons for the unsatisfactory rating
- The immediate supervisor’s expectation of the goals and objectives for improvement in job performance to meet the standards for the employee’s present job; and
- A clear and concise written plan as to how the employee can work towards accomplishing those goals and objectives and the supervisor’s expectations during the next evaluation period.

14.5.2.2 Both the performance objectives and the plan for achieving these objectives shall be put in writing based upon the discussion between the immediate supervisor and the employee.

14.5.2.3 Permanent employees shall be re-evaluated in thirty (30) to ninety (90) days.

14.5.2.4 At this performance improvement meeting, unit members shall be entitled to bring a CSEA representative.

14.5.3 The employee shall sign the evaluation acknowledging that he or she has discussed it with the immediate supervisor and indicate whether or not there is agreement with the ratings. The employee shall further be notified of the right to submit a written response, which is to be attached to evaluation and placed in his or her personnel file.

14.6 A sample of the evaluation form to be utilized in the evaluation process is contained in Appendix F.

ARTICLE 15
LAYOFF AND REEMPLOYMENT

15.1 REASON FOR LAYOFF

Bargaining unit members shall be subject to layoff for lack of work or lack of funds. A classified employee may not be laid off if a short-term employee is retained to render a service that the classified employee is qualified to render. The district agrees to not unilaterally transfer bargaining unit work without first meeting and negotiating with CSEA. The District and CSEA shall bargain the effects of the layoff.

15.2 NOTICE OF LAYOFF

- (a) When, as a result of a bona fide reduction or elimination of the service being performed by any department, classified employees shall be subject to layoff for lack of work, and the affected employees given notice of layoff not less than 60 days prior to the effective date of layoff, and informed of their displacement rights, if any, and reemployment rights.
- (b) When, as a result of the expiration of a specially funded program, a classified position/s must be eliminated at the end of any school year, and classified employees will be subject to layoff for lack of funds, the employees to be laid off at the end of the school year shall be given written notice on or before April 29 informing members of their layoff effective at the end of the school year and of their displacement rights, if any, and reemployment rights. If the termination date of any specially funded program is other than June 30, the notice shall be given not less than 60 days prior to the effective date of their layoff.

15.3 ORDER OF LAYOFF

Layoffs shall be in reverse order of seniority within a classification, to be determined by the length of service within the class.

15.3.1 Length of service means all days in paid status, whether during the school year, a holiday, recess or during any period that the college is in session or closed, but does not include any hours compensated solely on an overtime basis.

15.3.2 Pursuant to Education Code 88127, classified employees shall be subject to layoff for lack of work and/or funds. Whenever a classified employee is laid off, the order of layoff within the classification shall be determined by length of service. The employee who has been employed the shortest time in the classification, plus higher classifications, shall be laid off first. Reemployment shall be in the reverse order of layoff.

15.3.3 If two or more bargaining unit members subject to layoff have equal classification, seniority, plus seniority in higher classifications, the determination of layoff will

be made on the basis of the greater hire date seniority including adjusted hire date from the MSA, and if that be equal, then the determination shall be made by lot, in the presence of the bargaining unit members in question and, upon request of the bargaining unit members, one representative of the exclusive representative.

15.3.4 Nothing contained in this section shall preclude the granting of length of service credit for time spent on military leave of absence, or unpaid illness leave, or unpaid industrial accident leave. Days in paid status shall not be interpreted to mean any service performed prior to entering into a probationary or permanent status in the classified service of the District.

15.4 BUMPING RIGHTS

15.4.1 A bargaining unit member notified of layoff from their present classification, may have the opportunity to bump into an equal classification or may bump into the next lower classification that they have previously held and have seniority based on section 15.3.2.

15.4.2 To be eligible to bump, a bargaining unit member must: 1) possess minimum qualifications, as listed in the job description for the classification and have the greater length of service time in that classification on the date the layoff is effective.

15.4.3 Alternative - Any bargaining unit member may elect to accept a service retirement in lieu of layoff. If offered by the District, the bargaining unit member may accept voluntary demotion, transfer, or reduction in assigned time in lieu of layoff or bumping privileges.

15.5 REEMPLOYMENT RIGHTS

15.5.1 Eligibility

Laid-off bargaining unit members are eligible for reemployment for a thirty-nine (39) month period and shall be placed on an eligibility list and be offered reemployment in the reverse order of layoff.

This eligibility will also apply to those bargaining unit members having chosen the alternative to bumping, Section 15.4.3. The bargaining unit member accepting a voluntary demotion or reductions in assigned time in lieu of layoff shall be considered for reemployment for an additional period of up to twenty-four (24) months for a total of sixty-three (63) months.

Bargaining unit members who accept a position lower than their highest former classification shall retain their original thirty-nine (39) month rights to the higher paid position.

15.5.2 Notification of Reemployment Opening

Any bargaining unit member who is laid off and is subsequently eligible for reemployment, shall be notified in writing by the District of an opening prior to the position being internally or externally recruited. Notification shall be made by certified service.

15.5.3 Employee Notification

Bargaining unit members shall notify the District of their intent to accept reemployment within ten (10) working days following receipt of the reemployment notice. Notification shall be made by either certified service or personal delivery to the Human Resources Office. If delivered in person, the district shall provide the employee a receipt of delivery.

If the bargaining unit member accepts reemployment, he/she must report to work on the date and time designated by the District. No benefits accrue during the break in service, but if the bargaining unit member accepts reemployment, the District shall reinstate to him/her all of his/her rights and benefits accrued prior to layoff.

Should a bargaining unit member elect not to accept the reemployment offer, they must notify the District within ten (10) working days following receipt of the reemployment notice by either certified service or personal delivery to the Human Resources Office. If delivered in person, the district shall provide the employee a receipt of delivery. Any bargaining unit member who declines an offer of reemployment equivalent or better than that when laid off is doing so with the understanding that his or her name will be removed from consideration for that opening.

15.6 EMPLOYEE ASSISTANCE

The District Human Resources Department shall provide assistance and information to impacted unit members on resume preparation and interviewing skills; career counseling and job search assistance; unemployment options, health benefits and retirement; information regarding reemployment to the District; referrals for individual counseling.

ARTICLE 16 GRIEVANCE PROCEDURES

16.1 DEFINITIONS

16.1.1 Grievance: An allegation by a bargaining unit member (grievant), or the Association, that there has been a violation, misinterpretation, or misapplication of the existing agreement (including all appendices) which has adversely affected the grievant. The Association shall have the right to file a grievance over an alleged violation, misinterpretation or misapplication of Article 22 and, if more than one (1) unit member has been adversely affected by an identical violation, misinterpretation or misapplication of this Agreement, the Association may process a grievance on behalf of all members of the group. When such a class grievance is declared, the resolution (relief sought) shall be applicable to all affected unit members. The Association may also file a grievance on behalf of a bargaining unit member as long as both the Association and the bargaining unit member's name is on the grievance and the affected unit member signs the grievance. The term "existing agreement" shall not include Memoranda of Understanding which are not specifically incorporated into this agreement, but shall include all attached appendices. The Association may file a grievance with or without the affected member's consent when it is alleged that there has been a violation, misinterpretation, or misapplication of the existing agreement.

16.1.2 Day: Any day in which the central administrative office of the District is open for business.

16.1.3 Supervisor: The lowest level supervisor having jurisdiction to resolve a grievance.

16.2 BARGAINING UNIT MEMBER RIGHTS

16.2.1 The bargaining unit member may present a grievance without the intervention of the Association. However, the Chief Union Steward shall be furnished a copy of the grievance, when filed, and a copy of the resolution, when resolved, at each formal level.

16.2.2 Status of Parties Pending Outcome: As to matters related to the procedures of this Section, the grievant will continue to follow the direction of their immediate supervisor until the grievance is resolved if it is compliant with applicable laws.

16.3 INFORMAL LEVEL

A grievant may submit the grievance orally to the grievant's supervisor. If the grievance is not satisfactorily adjusted informally, within three (3) days, the grievant may proceed to the formal level.

16.4 FORMAL LEVEL

- 16.4.1 **FORMAL LEVEL I** - Within ten (10) days after occurrence of the alleged act or omission giving rise to the grievance, the grievant must present the grievance in writing and in electronic format, to the supervisor and the Vice President of Human Resources, or the right to grieve the incident is forfeited.

This statement shall be presented on the proper grievance form, which includes a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, if any, and the specific remedy sought. See Appendix I.

The supervisor shall communicate their decision to the grievant and the Vice President of Human Resources in writing within ten (10) days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level.

- 16.4.2 **FORMAL LEVEL II** - In the event the grievant is not satisfied with the decision at Formal Level I, they may appeal the decision in writing to the Vice President of Human Resources, who will work in consultation with the area Vice President, within ten (10) days. This statement shall include a copy of the original grievance and appeal, the decisions rendered, and reasons for the appeal.

The Vice President of Human Resources shall communicate their decision to the grievant and the Superintendent/President, within ten (10) days after receiving the appeal. If the Vice President of Human Resources does not respond within the time limits, the grievant may appeal to the next level.

- 16.4.3 **FORMAL LEVEL III**- In the event the grievant is not satisfied with the decision at Formal Level II, they may appeal the decision in writing to the Superintendent/President within ten (10) days. This statement shall include a copy of the original grievance and appeal, the decisions rendered, and reasons for the appeal.

The Superintendent/President shall communicate their decision to the grievant within ten (10) days after receiving the appeal. If the Superintendent/President does not respond within the time limits, the grievant may appeal to the next level.

- 16.4.4 **FORMAL LEVEL IV** - If the grievant is not satisfied with the decision at Level III, or the superintendent/president fails to respond within the specified time, the grievant may, within ten (10) days from the date the Level III decision was or should have been made, request the matter go to arbitration by notifying the Association.

The Association within sixty (60) days from the receipt of the Level IV decision or lack thereof, at the request for the grievant, shall notify the Superintendent/President and/or the designee in writing of its intent to proceed

with Arbitration of the grievance. If Arbitration is not requested within sixty (60) days after the receipt of the Formal Level III decision, the grievance will be closed.

16.4.4.1 SELECTION OF AN ARBITRATOR

The Association shall request the California State Mediation and Conciliation Service to supply a list of five (5) qualified arbitrators. The District and the Association may elect to submit a joint request for the aforementioned list of arbitrators. Upon receipt of the list, the parties shall alternatively strike a name until only one name remains. The remaining name shall be the person to arbitrate the grievance.

16.4.4.2 FEES OF THE ARBITRATOR AND COSTS OF THE HEARING

The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and CSEA. Any expenses associated with arbitration which are billable to CSEA, must be authorized by CSEA prior to the start of the arbitration. If the expenses are not approved prior to the arbitration, the grievance will not proceed to arbitration. In addition, if there is a cancellation fee for the arbitrator as a result of CSEA's failure to approve expenses, it shall be borne by CSEA.

16.4.4.3 DECISION OF THE ARBITRATOR

After a hearing and after both parties have had an opportunity to make oral and/or written arguments, the arbitrator shall submit in writing to the parties, his/her findings of facts, conclusions and award. The arbitrator's award shall be final and binding on both parties.

16.5 NO RETALIATION

No bargaining unit member shall suffer any recrimination and/or reprisals as a result of acting as a grievant, party-in-interest, witness or because of participation in the grievance procedure.

ARTICLE 17
SAFETY

17.1 COMPLIANCE

The District and each bargaining unit member shall endeavor to maintain facilities according to current requirements imposed by the County, State and Federal laws, including but not limited to the County ordinances policed by County Safety Inspectors through the Central Services Department, the Occupational Safety and Health Act of 1973 (29 U.S.C. Sections 651 et seq.) administered by the OSHA Review Commission and the California Occupational Safety and Health Act (California Labor Code Sections 6300 et seq.) administered by the Division of Industrial Safety.

17.2 REPORTING

It shall be the duty and responsibility of both the District and the bargaining unit members to report any condition believed to be a violation of Section 17.1 of this Agreement. Bargaining unit members shall report in writing to the vice president for Administrative Services as soon as possible after observance.

17.2.1 The District shall investigate the allegation and take action it deems to be appropriate within the time constraints specified in the law and code section. Within thirty (30) days of the taking of corrective action, the District shall inform the bargaining unit member of the action taken.

17.2.2 No bargaining unit member shall suffer any recrimination and/or reprisals as a result of reporting any condition believed to be a violation of Section 17.1 of this Agreement.

ARTICLE 18
SAVINGS PROVISION

- 18.1 If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction and/or legislative enactment, such provision shall be deemed invalid except to the extent permitted by law, but all other provisions will continue in full force and effect.
- 18.2 In the event of suspension or invalidation of any article or section of this Agreement either party may request negotiations. Upon request, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 19 CLASSIFICATION

19.1 CLASSIFICATION OF POSITIONS

- 19.1.1 All positions within the classified service shall be classified according to the skills required and the responsibility carried by that position.
- 19.1.2 Job descriptions for all positions shall be maintained in the Office of Human Resources. Changes to existing bargaining unit job descriptions are a mandatory subject of bargaining and must be negotiated.

19.2 ADVANCEMENT IN CLASS

- 19.2.1 Unit members shall ordinarily be hired in at Step 1 of the base salary schedule. However, the District may determine an initial salary placement in a higher step upon submission by the new employee of documentation demonstrating actual prior experience warranting higher placement. Unit members shall advance one step on the schedule on the anniversary of their hire date, except classified specials, who must accrue 120 days in a year before receiving a step advancement, no less than every 2 years.
- 19.2.2 Advancement to each succeeding step shall be made on the bargaining unit member's anniversary date, computed to the nearest full month of service.
- 19.2.3 The salary schedules shall be attached to this agreement as Appendix D
- 19.2.4 A unit member shall become eligible for longevity pay effective at the beginning of the 7th year of the bargaining unit member's anniversary date, computed to the nearest full month of service. The longevity scale shall be attached to this agreement as Appendix G.
- 19.2.5 A bargaining unit member who moves from one classification to another in the same range, by competing with either internal and/or external candidates, shall be placed on the same salary step that he/she served in the prior position. (For example, a bargaining unit member serving on Step 5 would be placed on Step 5.)
- 19.2.6 For the purpose of this Article, vacation, leaves, or any absence authorized by this Agreement shall not be deemed an interruption of employment for the Bargaining Unit members serving on less than a twelve (12) month basis.

**ARTICLE 20
RESIGNATION**

- 20.1 If a bargaining unit member wishes to resign from employment, a letter of resignation should be submitted to the immediate supervisor and the District Human Resources office at least two weeks prior to the effective date of resignation. The intended effective date of resignation should be specified in the letter.
- 20.2 A terminating bargaining unit member shall have a separation interview in the District human resources office. This interview is necessary to complete personnel records and close the member's file. Appointments for the separation interview may be made during the bargaining unit member's last workweek.
- 20.3 All bargaining unit members shall be compensated for all earned vacation allowance up to their date of official resignation. The monetary value of earned vacation allowance may be paid in lieu of carrying the bargaining unit member on the payroll.
- 20.4 A bargaining unit member who terminates employment and has used more than his/her earned leave shall have his/her last salary payment reduced accordingly.

ARTICLE 21
TRANSFERS & REASSIGNMENTS AND PROMOTIONS

21.1 For the purpose of this Article, the following definitions shall apply:

21.1.1 A “transfer” is defined as any movement of a unit member from one job site to another job site but within the same classification (job title). (For example, a Secretary I moving from main campus to off-campus site or a dean’s office to the Student Activities Center).

21.1.2 A “reassignment” is defined as any movement of a bargaining unit member from one classification (job title) to an equal or lower classification (job title). (For example, movement from a specialist to a technician classification of equal or lower salary range).

21.1.3 A “promotion” is defined as any movement of a bargaining unit member from one classification (job title) to a higher classification (job title). (For example, an Instructional Assistant Level 11 to an Admissions and Records Specialist Level 13).

21.1.4 A vacancy is not created under Title 5 when:

- 1) There is a reorganization that does not result in a net increase in the number of employees;
- 2) One or more lateral transfers are made and there is no net increase in the number of employees;
- 3) A position which is currently occupied by an incumbent is upgraded, reclassified, or renamed without significantly altering the duties being performed by the individual; and
- 4) The position is filled by a temporary, short-term, or substitute employee appointed pursuant to applicable Education Code sections.

21.2 Probationary employees shall not be eligible to apply for positions during the in-house application period.

21.3 In-House Transfer or Reassignments:

When a new position is created, or an existing position becomes vacant, current unit members who have completed their probationary employment shall be given an opportunity to apply for a lateral transfer or reassignment to the vacancy prior to the recruitment being opened up to all applicants (bargaining unit members and the public) hereinafter “open recruitment”.

21.3.1 Any District initiated lateral transfer shall not affect the member’s salary. A letter with a written explanation shall be given to the member. Any changes in the unit member’s working conditions, which result from any transfer or reassignment, shall be negotiated prior to the start date. Any out of class assignment that

exceeds six (6) months, shall be mandatorily negotiated between CSEA and the District.

21.3.2 The District shall notify bargaining unit members in writing when a position is open including the job site of the position. These job announcements will be sent via the District's "classified group" email.

21.3.3 Any bargaining unit member wishing to be considered for the position shall so notify the District, in writing, within five (5) working days of the internal announcement. If District testing is required in a particular classification, test results may be valid for up to one (1) year from the original test date within the calendar year.

21.3.4 Only bargaining unit members meeting the minimum qualifications as established by the job description will be considered. Lateral transfer candidates shall be considered before reassignments.

Pursuant to Title 5 of the California Code of Regulations, Section 53021(b)(1), the District may consider and in-house promotion applicant prior to the open recruitment only when the District intends to fill the position on an interim basis for the minimum time necessary to all for full and open recruitment.

21.3.5 If the supervisor chooses to interview internal lateral transfers and reassignment candidates, the interviews shall be held within one (1) week following the closing of the internal announcement. Should no internal candidate be hired through this internal process, the District shall begin an open recruitment.

21.3.6 Promotions: Eligible unit members who apply for bargaining unit promotional vacancies during open recruitment shall be given an automatic interview as long as the bargaining unit member completes the testing requirements if applicable, submits a timely and completed application, and meets the qualifications for the position.

21.4 A bargaining unit member who promotes will be placed on the nearest step on the new range that will yield at least 7.5% increase, providing this range allows it to occur.

21.5 A bargaining unit member selected for a transfer, reassignment or promotion shall serve a four-month probationary period in the new position. Serving a probationary period in a new classification does not affect a permanent unit member's permanent district status. After serving four months in the new position, the bargaining unit member shall be deemed to possess permanent status in the new position. At any time during the four (4) months in which the unit member is serving in the new position, the District may reassign or the employee may choose to return to his/her previous classification (job title), by giving ten (10) working days advance written notice of reassignment. If the employee is reassigned to his/her previous classification (job title), it will be at the same rate of pay (step & range) and the employee will be assigned the same number of hours to which he/she had been assigned in that classification (job title) prior to the reassignment.

21.6 Upon abolishment of a position, the District may transfer a unit member whenever it appears such transfer is in the best interest of the District. In such involuntary transfer, the Superintendent/President or his/her designee will give written notice to CSEA Chapter 584 president and the Chief Union Steward ten (10) working days prior to the intended transfer or reassignment. The incumbent may exercise his/her rights as provided under Article 15.

ARTICLE 22
ASSOCIATION RIGHTS

22.1 ACCESS RIGHTS

22.1.1 The Association, through its appointed or elected representatives, shall have the following rights and the Association and its members shall have those obligations stated in the article and elsewhere in the Agreement.

22.1.2 The Association president and the chief job steward or appointed designee shall, upon request, be given a copy of public record financial materials. The District shall provide two (2) copies of any budget or public record financial information approved by the Board of Trustees.

22.1.3.1 The Association shall have the right to use District mailbox and bulletin board spaces subject to the following conditions: All postings shall contain the date of posting or distribution and the identification of the organization together with a designated authorization by the Association president or appointed designee.

22.1.3.2 A copy of such postings or distributions must be delivered to the superintendent/president and the Vice President of Human Resources or their designees at the same time as postings or distributions.

22.1.3.3 The Association agrees not to post or distribute material, which is derogatory or defamatory of the District or its personnel. Any bargaining unit member(s), including the Association president or appointed designee violating this article may be subject to discipline up to and including termination. The District retains the right to immediately remove from the bulletin board or mailboxes any material it alleges to be derogatory or defamatory. The District shall inform the Association president or appointed designee of its action. The Association may request to meet and review the material with the District. If it is found by the District that the Association has failed to comply with its responsibilities, the District may revoke the right to post or to distribute for five (5) months.

22.1.3.4 The Association may distribute its newsletter via District mailboxes or District email and agrees that no material contained in the newsletter will be defamatory of the District or its personnel.

22.2 RELEASE TIME

22.2.1 Release Time Requirements: The following shall apply to all release time requests under Section 22.2:

- 22.2.1.1 Every member utilizing release time must provide the information on the monthly absence report.
- 22.2.1.2 Unless immediate attendance is required by management with less notice [e.g. for disciplinary matter], each designated representative must provide at least one work day, or as soon as possible, notification to the immediate supervisor regarding the need for release time so that an adequate substitute may be attained.
- 22.2.2 District-Related Release Time. Designated bargaining unit members shall be given release time for participation in mutually agreed matters that are of mutual benefit to the District and CSEA, such as shared governance, College Council, Budget/Finance, Long-Term Planning Committee, Hiring Committees, Flex Day planning, ACCJC visits, and meetings with administrators/managers to discuss CSEA/District relations (not discipline, grievances, unfair practice, etc.)
- 22.2.3 Negotiations. The District agrees to give release time for four (4) bargaining unit member negotiators to participate in negotiations. Reasonable time will also be allowed for travel to and from the negotiation site. In addition, during negotiations for a successor contract, the Association team shall receive two (2) hours per week to work on proposals and/or counterproposals. For reopeners, the Association team shall receive one (1) hour per week to work on proposals and/or counterproposals.
- 22.2.4 Hiring Guidelines. CSEA shall be entitled to an annual average of 15 minutes of additional release time per each “hiring guidelines” checklist it will verify.
- 22.2.5 Grievances and Discipline
 - 22.2.5.1 “Investigation of grievances” shall be defined as those procedures related to the interview of witnesses who may have some knowledge of the facts relating to the potential grievance. It shall also include time necessary for phone calls or meetings with said witnesses.
 - 22.2.5.2 When the Association has reason to believe that a potential grievance may exist, the Association president, chief job steward or their appointed designee shall identify any and all witnesses who need to be interviewed in order to find out whether an actual grievance exists. The Association president, chief job steward or an appointed designee shall then inform his or her immediate supervisor of the need to obtain release time to interview a witness regarding a potential grievance. The Association president, chief job steward or an appointed designee shall also inform the immediate supervisor of the employee sought to be interviewed regarding the need to obtain release time for said employee to be interviewed regarding the potential grievance. The supervisors shall grant reasonable release time for this purpose unless doing so would be disruptive to District operations. Release time for this purpose

shall not be unreasonably denied. The Association president, chief job steward or their appointed designee shall also send an e-mail to the Vice President of Human Resources in order to notify the Vice President of the potential grievance.

22.2.5.3 The Association president, chief job steward or an appointed designee shall provide notice as provided in 22.2.1.2 above to his/her immediate supervisor regarding the need to obtain release time to investigate a potential grievance so that an adequate substitute may be attained.

22.2.5.4 Reasonable release time shall also be granted for the purpose of allowing the Association president, chief job steward or their appointed designee, time for representation of a unit member in a disciplinary or grievance related meeting with a management person. Release time shall not be used for preparing a presentation relating to the meeting.

22.2.5.5 All Association business, discussion and activities (other than the investigation of grievances as outlined above) will be conducted by unit members, or Association officials, outside established work hours and in places other than District property except when permission is obtained from the superintendent/president or designee. Use of the facilities shall not interfere with school operations.

22.2.6 Board Meetings. The Association President or his/her designated representative shall have the right to use release time to attend board meetings for the purpose of representing the bargaining unit members where board meetings are held during the chapter president's or his/her designated representative's normal working hours.

22.2.7 CSEA Conference. The District shall provide up to five (5) days of paid release time each for a maximum of two (2) CSEA unit members, to attend the annual CSEA conference. The Association agrees to provide the District with thirty (30) days notice regarding the exact dates of the conference as well as the names of the two unit members designated to attend the conference.

22.2.8 Union-Related Release Time. The Association, its Officers and designees shall be granted release time of 567 hours per fiscal year in order to conduct official CSEA business, as described below. Each year, CSEA may request a report of the hours used at the end of December.

22.2.8.1 Release time may not be carried over from one fiscal year to another. If the association exceeds the allocated release time, the Association President, Chief Union Steward, or designee shall be required to use personal leave to conduct official CSEA business.

22.2.8.2 The Association President shall have the right to use this release time to conduct union business in addition to other provisions of this article. A

designated location shall be provided to the Association President for the purpose of meeting with bargaining unit members during their lunch, break, or before and after their work day.

22.2.8.3 Additional release time may be granted to unit members for local meetings in special circumstances with prior approval of the superintendent/president.

22.2.8.4 All other release time not specified above which is in excess of 567 hours shall be reimbursed by CSEA as provided for in Education Code 88210.

22.3 **COLLECTION OF CSEA MEMBERSHIP FEES**

22.3.1 Upon receiving writing authorization from CSEA, the District shall deduct from the employee's pay, without charge, the dues for those employees who are members of the bargaining unit. CSEA will provide the District a list of new and withdrawing unit members after they are processed by the Association.

22.4 **EXCLUSIVE RIGHTS**

During the term of this Agreement, the District agrees not to negotiate with any other organization on matters upon which CSEA is the exclusive representative and which is within the scope of representation. The District further agrees not to negotiate with individuals of the bargaining unit on any matter within CSEA's scope of representation. CSEA agrees not to negotiate privately or individually with the Board of Trustees, or any person not officially designated by the District to act on its behalf and agrees neither CSEA, its officers, nor agents, will attempt to negotiate privately or individually with the Governing Board or any person not officially designated by the Governing Board as its representative.

22.5 **OBLIGATIONS**

22.5.1 Recognizing that it is the District's duty under the EERA to give written notice to the exclusive representative prior to taking any action to modify the bargaining unit, the exclusive representative recognizes its obligation to demand to bargain upon being given notice of a proposed change in the bargaining unit. The demand to bargain will be made timely and negotiations will commence within fifteen (15) days.

22.5.2 Exclusive representative refers to the CSEA Chapter 584 president and chief job steward or appointed designee. The board agenda will not be considered as written notice.

22.5.3 Recognizing that it is the District's responsibility to take the following steps prior to meeting with, and/or questioning a bargaining unit member on any matter that involves discipline, could lead to discipline, or that the unit member reasonably

feels might lead to discipline, the District agrees that all supervisors and/or managers shall:

- 22.5.3.1 Inform the unit member of the reason for the meeting and/or questioning. (i.e., work performance, tardiness, absenteeism, insubordination, etc.)
- 22.5.3.2 Inform the unit member that he/she has the right to be represented at the meeting by a designated CSEA representative, if he/she reasonably believes the meeting might lead to discipline.
- 22.5.3.3 Allow the unit member a reasonable amount of time to contact his/her designated CSEA representative and make arrangements to have the representative present before questioning.

ARTICLE 23 NEGOTIATIONS

23.1 NOTIFICATION AND PUBLIC NOTICE

This Agreement will remain in full force and effect from year-to-year until a new agreement has been ratified by both parties. If either party desires to alter or amend this Agreement, it shall, at least four (4) months but not more than six (6) months prior to the termination date set forth under the Term of Agreement, Article 2, provide written notice and a proposal to the other party of said desire and the nature of such amendments.

23.2 COMMENCEMENT OF NEGOTIATIONS

23.2.1 Negotiations shall commence within ten (10) working days of satisfaction of the public notice requirements. Negotiations shall commence at a mutually acceptable time and place for the purpose of considering changes in this Agreement.

23.3 RATIFICATION OF ADDITIONS OR CHANGES

Any additions or changes in this Agreement shall not be effective unless reduced to writing and properly ratified and signed by both parties.

23.4 AGREEMENT OF PARTIES

This Agreement contains the agreement of the parties as to all matters addressed in this Agreement. Nothing contained herein shall be interpreted as precluding the right of the Association and the District to mutually agree in writing to negotiate on matters which develop after entering into this Agreement.

ARTICLE 24 DISCIPLINE

24.1 DISCIPLINE PROCEDURES

Discipline shall be imposed upon bargaining unit members pursuant to this Article.

24.2 EFFECTS OF ARTICLE

The discipline procedures herein shall prevail over any and all District policies and practices pursuant to disciplinary action imposed upon a bargaining unit member for those infractions or exceptions to behavior that would require the immediate removal of the bargaining unit member from the campus pending investigation. The only exception shall be that if any law, rule and/or regulation provides a bargaining unit member of the District subject to disciplinary action more rights and/or regulations provided herein, such law, rule, and/or regulation shall prevail and shall be considered to be a part of this Agreement.

24.3 CAUSE

Discipline shall be imposed on bargaining unit member only for just cause as prescribed herein. Disciplinary action is deemed to be any action which deprives any bargaining unit member of any classification or incident of employment of classification in which the bargaining unit member has regular status and includes, but is not limited to, dismissal, demotion, suspension, reduction in hours or class, transfer or reassignment without the bargaining unit member's voluntary written consent, written reprimand, or any type of derogatory material placed into a bargaining unit member's personnel file, including but not limited to the following:

24.3.1 Unsatisfactory attendance, such as:

- a. Repeated absence, without notification.
- b. Excessive absence.
- c. Repeated unexcused tardiness.
- d. Abuse of sick leave privilege.

24.3.2 Unsatisfactory personal conduct, such as:

- a. Conviction of a crime carrying felony punishment even though such punishment may not be imposed.
- b. Conviction of any crime involving moral turpitude.
- c. Discourteous, offensive or abusive conduct or language toward another employee, a student or a member of the public.
- d. Dishonesty.
- e. Reporting for work while intoxicated, possession of an open container of an alcoholic beverage on District property, or in a District-owned vehicle, or working while under the influence of alcohol.

- f. Use of narcotics or restricted substances while on the job, or reporting to work while under the influence of narcotics or restricted substances.
- g. Commission of any sex offense as defined in Education Code 87010 or under Penal Code 261.5.
- h. Commission of any narcotics offense as defined in Education Code 87011 under Health and Safety Code 11361.
- i. Unauthorized altering records of the District.
- j. Repeated malingering during the course of a normal working day. (Malingering means avoiding or shirking duties or the appearance thereof.)
- k. Engaging in political activities during assigned hours of work. (This does not include meal breaks, coffee breaks, or before or after work hours.)
- l. Possession of a gun, knife or other weapon having similar deadly capabilities on District property with the exception of knives used as a tool.

24.3.3 Unsatisfactory fulfillment of job responsibilities such as:

- a. Unsatisfactory performance of the duties of his/her position.
- b. Inability or inefficiency in the performance of the duties of the position.
- c. Insubordination (including, but not limited to, refusal or failure to do assigned work or carry out a lawful order).
- d. Carelessness or negligence in the performance of duty, or in the care and use of District property.
- e. Misuse or misappropriation of District property.
- f. Willful violation of the Education Code, Title V, of the California Administrative Code, any rules of the Governing Board or any term of this Agreement.
- g. Denial, suspension, revocation or non-renewal of a license, permit or any other document(s) required for the job.
- h. Falsifying any material information supplied to the District, including, but not limited to, information supplied on application forms, employment records, or any other District records.
- i. Failure to report for duty without satisfactory explanation.
- j. Personal conduct unbecoming an employee of the District while on duty.
- k. Persistent or willful violations of, or refusal to obey, safety rules and regulations made applicable to public schools by the governing board or by a federal or state agency having authority to impose such rules and/or regulations.
- l. Offering anything of value or offering any service in exchange for special treatment in connection with the unit member's job or employment, or accepting anything of value or any service in exchange for granting any special treatment to another employee or member of the public.
- m. Any willful conduct tending to injure the public service.
- n. Job abandonment (unexcused absence of three [3] or more days).

24.3.4 **Other reasons, such as:**

- a. Advocacy of overthrow of federal, state or local government by force, violence or other unlawful means.
- b. Interference with the operations of the District, including but not limited to, any work stoppage or slowdown. This does not include actions authorized by law.

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

24.4 **PROGRESSIVE DISCIPLINE**

Prior to imposing formal disciplinary action against a bargaining unit member, the District shall follow the principles of progressive discipline, except in cases where the safety of district employees, students, or the public might be in question, or in case of theft or intentional damage to District property or serious violations of the law or intentional violation of one of the causes for discipline listed in sections 24.3.1 through 24.3.5.

24.4.1 **Step One - Oral Warning:** Prior to any formal disciplinary action, his/her immediate supervisor shall orally notify the bargaining unit member that a deficiency in his/her job performance has been observed. The supervisor shall discuss the deficiency with the affected bargaining unit member at an informal meeting and suggest ways in which the bargaining unit member may improve his/her job performance. The supervisor shall then review the bargaining unit member's performance after a period of not less than twenty (20) working days from the date of the informal meeting at which time the supervisor may proceed to Step Two of this procedure if it is noted that the bargaining unit member has not improved.

24.4.2 **Step Two - Written Warning:** If it is noted that if after Step One herein above has been applied, the bargaining unit member has not improved in his/her job performance, the bargaining unit member's immediate supervisor, or designee, shall prepare a written letter and shall send such letter to the affected bargaining unit member. The warning letter shall outline those specific areas and/or incidents of the bargaining unit member's deficient performance and suggestions and/or directions for improvement. The warning letter shall not include incidents or deficiencies which were not discussed at the Step One level herein above. The warning letter shall not be placed into the affected bargaining unit member's personnel file.

24.4.3 **Step Three - Letter of Reprimand:** If it is noted that if after Step Two herein above has been applied, the bargaining unit member has not improved in his/her job performance, the bargaining unit member's immediate supervisor, or designee, shall prepare a written letter of reprimand and shall send such letter to

the affected bargaining unit member. The letter of reprimand shall outline those specific areas and/or incidents of the bargaining unit member's deficient performance and suggested direction for improvement. The letter of reprimand shall not include any incidents or deficiencies which were not discussed at the Step One level herein above. The letter of reprimand shall not be placed into the affected bargaining unit member's personnel file until he/she has been given ten (10) working days to respond.

24.4.4 Step Four - Suspension: If it is noted that if after Step Three herein above has been applied, the bargaining unit member has not improved in his/her job performance, the bargaining unit member's immediate supervisor, or designee, may make a recommendation to the superintendent/president that the bargaining unit member's deficient job performance warrants a suspension, with or without pay, for a period not to exceed five (5) days, as deemed appropriate. A copy of the recommendation shall be given to the bargaining unit member and a copy shall be given to the Association president and the chief job steward. A notice of suspension shall be prepared and shall be subject to the disciplinary notice procedures contained in this Article.

24.4.5 Step Five - Further Action: If it is noted that the bargaining unit member has not improved in his/her job performance, and being that all the above procedures have been followed, the superintendent/president may recommend to the Governing Board that further disciplinary action be taken against the bargaining unit member which may include any of the following: demotion, suspension, reduction in hours or class, transfer or reassignment, without the bargaining unit member's voluntary consent, written reprimand, or termination, as deemed appropriate. A notice of disciplinary action, if any is to be taken, shall be prepared and shall be subject to the disciplinary notice procedure contained in this Article.

24.5 DUE PROCESS

When disciplinary action is being proposed against a bargaining unit member, the District must comply with procedural due process requirements. Due process requires that at a minimum, a bargaining unit member must be provided with the following pre-removal safeguards:

1. Notice of the proposed action;
2. Cause for the action;
3. A statement of charges signed by the superintendent/president or his designee setting forth in clear and understandable language, the specific act(s), error(s), or omission(s), giving rise to the charges;
4. A copy of all materials, including statements, upon which the District relied in preparing the notice of intent to discipline;
5. Copies of any sections of this contract, rules, regulations, or laws, which are alleged to have been violated;
6. Notice of the right to respond to the charges, either orally or in writing, prior to imposing discipline; and,

7. The right to representation at all phases of the disciplinary process.

24.5.1 DISCOVERY

The bargaining unit member shall have the right to inspect and receive copies of any documents or other materials in the possession of or under the control of the District which are relevant to the disciplinary action to be imposed, at times and places reasonable for the unit member and for the District.

24.5.2 BURDEN OF PROOF

When disciplinary action is to be imposed on a bargaining unit member, the burden of proof shall rest with the District by a preponderance of the evidence.

24.5.3 SEX AND NARCOTICS OFFENSES

Any unit member charged by complaint, information or indictment filed in a court of competent jurisdiction with any sex offense as defined in Section 87010 of the Education Code, any narcotics offense as defined in Section 87011 of the Education Code, or any other offense enumerated in Section 88123 of the Education Code, may be placed on a compulsory leave of absence for such period of time, and subject to such conditions, as are set forth in Section 88123 of the Education Code. The unit member may receive compensation as provided for in Section 88123 of the Education Code, or the Board of Trustees may provide that the leave be with pay without the need to post a bond, or without need to repay the District in the event the unit member is convicted of such charges, or does not return to service at the expiration of the leave.

24.5.4 PAID ADMINISTRATIVE LEAVE

The superintendent/president or designee may upon written notice place a bargaining unit member on paid administrative leave when investigating allegations of misconduct, wrongdoing, illegal acts, or for the safety or protection of the college, community, or the individual. The bargaining unit member shall remain on paid administrative leave while the investigation is being conducted, a decision is rendered, and subsequent action is taken. All of the aforementioned shall be conducted in a timely and expeditious manner. Paid administrative leave shall mean that the employee shall not come to work, shall receive all pay and benefits, and will be accessible to be on campus if required, during District business hours.

24.5.5 NOTICE OF INTENT TO DISCIPLINE

When disciplinary action is proposed, the District shall give the bargaining unit member a Notice of Intent to Discipline setting forth the cause of the action, the specific acts or omissions upon which the proposed discipline is being based, copies of all statements and/or documents upon which the District relied on in

assessing the degree of the proposed discipline. The Notice of Intent to Discipline shall be in compliance with the provisions of section 88013 and 88016 of the California Education Code.

The employee shall have a Skelly conference which shall be scheduled no less than ten (10) working days from the date the employee is served the Notice of Intent to Discipline and shall afford the employee the right to respond to the charges. The employee is entitled to representation. The District shall provide the employee a written response to either continue/amend/reduce/or dismiss the discipline within ten (10) days following the Skelly conference.

24.5.6 NOTICE OF DISCIPLINE FOLLOWING SKELLY CONFERENCE

If after the Skelly conference, the Skelly Officer recommends to continue with the discipline and/or dismissal the District shall provide the employee a written Notice of Discipline that will either continue/amend/reduce/or dismiss the discipline within ten (10) working days following the Skelly conference. The written Notice of Discipline shall advise the employee of the employee's right to request a disciplinary hearing.

24.5.7 DISCIPLINARY HEARING

24.5.7.1 Members Right to Hearing

The bargaining unit member shall have the right to request a disciplinary hearing within ten (10) working days from the date the written Notice of Discipline is served on the unit member following the Skelly conference.

24.5.7.2 Disciplinary Hearings

All disciplinary hearings shall be conducted by a neutral hearing officer. A request for a list of five (5) qualified hearing officers will be submitted to the State Mediation and Conciliation Service by the District. The hearing officer will be selected from the aforementioned list by alternate strike-off between the District and CSEA within ten (10) working days of receiving the list of qualified hearing officers. The first strike-off will be determined by chance, then each party will strike one name from the list until only one name remains. The remaining hearing officer will conduct the hearing. The hearing shall be conducted at the earliest availability of the hearing officer. The hearing shall be conducted under rules of procedure established by the hearing officer which are consistent with the law. Both the District and CSEA, shall have the right to call witnesses, introduce evidence, cross-examine any witness and make motions or objections relating to the proceedings. All hearings shall be closed to the public unless the affected bargaining unit member specifically requests that the hearing be open to the public.

Once an arbitrator and date have been agreed upon, the District shall provide the employee and CSEA written notice of the date, time and location of the hearing.

Within thirty (30) days following the completion of the hearing, the hearing officer shall render his/her findings of fact, conclusions of law, and recommended decision, which shall be served on the parties and shall be advisory to both parties.

24.5.7.2.1 Witnesses and Evidence

The hearing officer shall have the authority to compel the production of such witness and/or evidence as may be necessary to insure that the bargaining unit member's due process rights are protected. The technical rules of evidence shall not apply. Hearsay evidence may be admitted to support direct evidence, but shall not be sufficient, standing alone, to support a finding.

24.5.7.2.2 Costs

The cost of the hearing officer will be borne by the District. All other costs will be borne by the party incurring them.

24.6 FINAL DECISION OF THE BOARD OF TRUSTEES

24.6.1 After the Board of Trustees receives the findings of facts, conclusions of law from the hearing officer, it shall decide whether to adopt or reject the findings and conclusions. The Board of Trustees shall base its decision solely on the written record.

24.6.2 The board shall inform the unit member of the decision in writing within thirty (30) working days after receiving the findings of facts, conclusions of law from the hearing officer.

ARTICLE 25 RECLASSIFICATION REVIEW

25.1 DEFINITIONS

Reclassification means the upgrading of the position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in that position (Education Code 88001). The purpose of this article is to address the aforementioned parameters of this section as defined in the California Education Code and is not to be intentionally used by either party solely for salary increases or promotions. Consideration will only be accepted for classifications as listed in Appendix A & C.

Only bargaining unit members who have completed a probationary period are eligible.

25.2 RECLASSIFICATION REQUESTS

Requests for reclassification shall be made on the appropriate forms obtained from the Office of Human Resources. Appendix J.

25.2.1 Requests for reclassification may be submitted either by the District or a unit member during June.

25.2.2 Upon completion of the appropriate forms, a unit member shall submit the reclassification request to the Office of Human Resources and shall include an effective date when new responsibilities were assumed. Incomplete documents will not be accepted and returned to the unit member for completion by the filing deadline (25.2.1).

25.2.3 The Office of Human Resources shall date stamp the request, give a copy to the employee, prior to submitting the request to a unit member's immediate supervisor, while keeping a copy on file. Once an application has been date stamped and been accepted by the HR office, a member cannot terminate, remove or change the application.

25.2.4 A unit member's immediate supervisor must complete their portion of the request and return it to the Office of Human Resources within fifteen (15) working days.

25.2.5 A unit member shall have a personal interview with the Reclassification Committee, and the submission of the recommendations by the committee to the Superintendent/President shall be accomplished within four (4) months of the application submittal date.

25.2.6 The reclassification committee shall meet in July. The Reclassification Committee shall consist of:

- 1) Vice President of Human Resources and 2 District appointed management members.

- 2) CSEA Labor Relations Representative or designee and 2 CSEA appointed bargaining unit members.

The Vice President of Human Resources / CSEA Labor Relations Representative or designees shall not vote.

- 25.2.7 The committee's unanimous decision shall be considered negotiated for EERA purposes, and shall not require ratification. Once a reclassification is unanimously approved, changes shall become effective on August 1 after the reclassification committee approval.
- 25.2.8 If the committee's decision is not unanimous, the Superintendent/President shall consider all documents, notes and information as well as individual position statements from each committee member to make the final decision. If the request is sent to the Superintendent/President and the request is approved, the change will become effective the month following their approval.
- 25.2.9 A unit member requesting reclassification must be notified in writing, by the Human Resources Office about the decision and must be given the rationale for its denial if such is the case.
- 25.2.10 If denied, an employee or the District may submit only one reclassification request for the same position in a two (2) year cycle if their duties have changed.
- 25.2.11 All recommended changes to classification job titles, requirements, and salary adjustments shall be negotiated and be subjected to both parties' ratification processes with an effective date of August 1 or the following month if Superintendent/President decision is needed.

25.3 INCUMBENT RIGHTS

When a position(s) is reclassified, the incumbent(s) in the position(s) shall be entitled to serve in the new classification(s).

25.4 SALARY OF POSITION RECLASSIFICATION

The salary of a unit member in a position that is reclassified shall be determined as follows:

- 25.4.1 When a permanent unit member(s) is reclassified to a higher classification, the salary increase changes shall be made in the following order:
- 25.4.2 The unit member will be compensated at the salary level assigned to the higher classification step which will give an increase of no less than 5% over the member's regular salary prior to the implementation of the reclassification.

25.4.3 If the position is reclassified to a classification having the same salary level (Reclassification- lateral), the salary and anniversary date of the unit member shall not change.

25.4.4 If the position is reclassified to a classification having a higher salary level (Reclassification- upward), the unit member shall be placed on the appropriate salary level as shown in Article 25.1. The anniversary date of the unit member shall not change.

25.5 **CLASSIFICATION STUDY**

During the term of this agreement, the District shall conduct a Classification Study. The District shall determine the method in which the study will be conducted and will solicit RFP's from classification consultants to conduct the study for classification review and salary recommendations. The District and CSEA will negotiate the implementation of the final recommendations of the consultant. Once the study is being implemented, no internal reclassifications may be submitted for two (2) years unless there is a major reorganizational change in a department. The District and CSEA shall reevaluate the need for a reclassification study every five years from implementation.

Submission of reclassification applications will be suspended during a Classification study.

**ARTICLE 26
COMPLETION OF MEET AND NEGOTIATION**

This is the final complete agreement between the parties which shall be incorporated into the previous contract between the parties, reflects the changes above, and the District shall prepare and make available the full agreement within thirty (30) calendar days.

ASSOCIATION DESIGNATE

BOARD DESIGNATE

Debbie Peterson
CSEA Chapter 584 President

Dr. Roger W. Wagner
Superintendent/President

Carlos Martinez

Fusako Yokotobi
Vice President Human Resources

Michele LaVeaux

Patricia C. Ellerson

Grayling Eation
CSEA Labor Relations Representative

Herbert L. English

Date: _____

Date: _____

APPENDIX A

CLASSIFIED POSITIONS

CLASSIFIED POSITIONS

APPENDIX A

ACCOUNTING TECHNICIAN I	12	LABORATORY AIDE	12
ACCOUNTING TECHNICIAN II	14	LABORATORY TECHNICIAN	13
ADMINISTRATIVE SECRETARY I	11	LEAD CUSTODIAN	11
ADMINISTRATIVE SECRETARY II	13	LEAD GROUNDS MAINT.WORKER	12
ADMISSIONS & RECORDS SPECIALIST II	14	LEAD MAINTENANCE WORKER	15
ADMISSIONS AND RECORDS SPECIALIST	13	LEAD PAYROLL & BENEFITS TECH	13
ADMISSIONS AND RECORDS TECHNICIAN	12	LEAD SYSTEMS PROGRAMMER/ANALYST	18
ASSOC.TEACHER-CDC	10	LEAD WAREHOUSE DELIVERY WORKER	11
ATHLETICS ELIGIBILITY SPECIALIST	14	LIBRARY TECHNICIAN	12
ATHLETIC EQUIPMENT TECHNICIAN	9	M & O & FACILITIES CONST CLERICAL TECH	13
AUXILIARY SERVICES ASSISTANT	10	M & O LEAD	16
BOOKSTORE OPERATIONS ASSISTANT	12	MAINTENANCE LOCKSMITH	13
CALWORKS/WIA COORDINATOR	15	MAINTENANCE TECHNICIAN	12
CAMPUS POLICE OFFICER (& Reserves Specials*)	13	MAINTENANCE WORKER	13
CAMPUS POLICE FIELD TRNG OFFICER	14	MEDIA SERVICES COORDINATOR	14
CAMPUS POLICE SPECIALIST	13	NETWORK MANAGER	15
CARE SPECIALIST	14	OFFICE ASSISTANT	10
CAREER PTHWYS/ORIENTATION COORD	14	PAC LEAD	15
CLASSIFIED SITE SUPERVISOR, CDC	14	PAC TECHNICIAN	14
CLERICAL TECHNICIAN I	11	PAC TECHNICAL SPECIALIST	14
CLERICAL TECHNICIAN II	12	PAYROLL AND BENEFITS TECHNICIAN	12
COLLEGE RECRUITER	15	PERMIT TEACHER-CHILD DEVELOP. CTR	13
COMMUNICATIONS SYS COORDINATOR	15	PLACEMENT SPECIALIST	13
COMMUNICATIONS SYSTEMS TECHNICIAN	14	PRINTING SERVICES SPECIALIST	13
COMMUNITY/CONTRACT ED COORDINATOR	14	PRINTING SERVICES TECHNICIAN	11
COURSE MANAGEMENT ADMINISTRATOR	14	PROGRAM SPECIALIST, SPCL GRANT PRGMS	14
CURRICULUM & SCHEDULING COORDINATOR	14	PURCHASING TECHNICIAN	13
CURRICULUM & SCHEDULING TECHNICIAN	13	RECYCLING TECHNICIAN	10
CUSTODIAN	9	RESEARCH ANALYST	14
DATABASE ADMINISTRATOR	15	SENIOR ACCOUNTING TECHNICIAN	15
DEAF & HARD OF HEARING SPECIALIST	14	SENIOR INSTRUCTIONAL ASSISTANT	13
DSPS ASSISTANT/INTERPRETER	12	SENIOR PROGRAMMER/ANALYST	16
DSPS SPECIALIST	14	SENIOR SYSTEMS ANALYST	15
ELECTRONICS LAB SPEC	14	SENIOR USER LIAISON	15
ENVIRONMENTAL STUDIES SPECIALIST	13	SERVER AND NETWORK ADMINISTRATOR	13
EOPS SPECIALIST	14	SIGN LANGUAGE INTERPRETER I (Clisfd Special*)	8
FINANCIAL AID SPECIALIST	14	SIGN LANGUAGE INTERPRETER II (Clisfd Special*)	11
FINANCIAL AID TECHNICIAN	12	SR DATABASE AND APPLICATIONS ADMINISTRATOR	16
GROUNDS MAINTENANCE WORKER	11	SR. PROGRAMMER/SOFTWARE DEVELOPER	15
HELP DESK TECHNICIAN	11	SR WEB DEVELOPER	15
HUMAN RESOURCES TECHNICIAN	12	STUDENT DEVELOPMENT CENTER ASSISTANT	9
HVAC LEAD	15	STUDENT SERVICES SPECIALIST II	12
INSTIT'L RESEARCH COORDINATOR	15	SWITCHBOARD OPERATOR	8
INSTR'L NTWK/CMPTR MAINT TECHNICIAN	13	UPWARD BOUND PROGRAM COORDINATOR	14
INSTRUCTIONAL ASSISTANT	11	VEHICLE & EQUIP MECHANIC	13
INSTRUCTIONAL DESIGNER	13	VETERAN SERVICES SPECIALIST	14
INSTRUCTIONAL MEDIA SVCS.AIDE	9	WAREHOUSE DELIVERY WORKER	10
INSTRUCTIONAL PROGRAM SPECIALIST	14	WEBMASTER	15
		WIA/CALWORKS/TANF COORDINATOR II	16

APPENDIX B

UPWARD MOBILITY PROGRAM

UPWARD MOBILITY PROGRAM

ARTICLE 7.1 Upward Mobility

7.1.1 The purpose of the Victor Valley College classified employee Upward Mobility Program is to assist and enable permanent, classified employees to achieve their career goals at Victor Valley College. Time spent towards the Upward Mobility Program must be approved by the immediate supervisor. The time away from the job duties must be reported on the monthly absence report.

7.1.2 Request for Approval

A bargaining unit member who wishes to have courses or activities approved for reimbursement will fill out the Upward Mobility Program forms and submit them to the Upward Mobility Committee chairperson for committee review.

An Upward Mobility Committee shall consist of the Vice President of Human Resources and one (1) other administrative employee appointed by the Superintendent/President and two (2) classified employees appointed by the Association. The four (4) committee members shall then appoint a District employee as a fifth committee member.

The Upward Mobility Committee shall review all requests and materials submitted by the applicant and take action on the requests within thirty (30) days.

7.1.3 The classified employee Upward Mobility Program at Victor Valley College will include:
(See attached pages)

UPWARD MOBILITY PROGRAM

Career Plan

Article 7.1.3.1 Career Plan

The opportunity shall be offered to all permanent classified employees to identify their career goal at Victor Valley College. The employee, in cooperation with his/her supervisor, the Office of Human Resources representative, and/or counselors, will formulate a plan for reaching his/her career goal at Victor Valley College. The plan is to specifically define coursework, degrees, job shadowing opportunities and mentoring opportunities, which will prepare the employee for his/her career goal. The career plan provides opportunities and prepares classified employees to the extent possible toward reaching their career goals. Completion of a career plan does not guarantee a promotion or new position at Victor Valley College but the skills, training and education gained through the completion of the plan may provide classified employees an opportunity for advancement.

PROCEDURE

Each Career Plan must contain:

1. Personal/Career goal(s)
2. Education Plan
3. Approximate timelines for completion
4. How training leave fits into employee's overall career plan (only required when applying for Training Leave under Article 7.1.3)
5. Training Leave Request Form
6. How mentoring fits into employee's overall career plan (only required when applying for Mentoring under Article 7.1.6)
7. Mentoring Request Form
8. How job shadowing fits into employee's overall career plan (only required when applying for Job Shadowing under Article 7.1.7)
9. Job Shadowing Request form
10. How cross training fits into employee's overall career plan (only required when applying for Cross Training under Article 7.1.8)
11. Cross Training Request Form
12. Employee's signature

Appendix B

UPWARD MOBILITY PROGRAM

Career Plan Form

(Complete and return to Human Resources)

Name: _____
(Print or type name)

Date: _____

I am submitting the following documents to the Upward Mobility Committee for their review and approval: (Please check the documents listed below which you have attached to this form.)

- Personal/Career goal(s)
- Education Plan
- Approximate timelines for completion
- Statement as to how Training Leave fits into employee's overall career plan (only if applying for Training Leave)
- Training Leave Request Form (only if applying for Training Leave)
- Statement as to how Mentoring fits into employee's overall career plan (only if applying for Mentoring)
- Mentoring Request Form (only if applying for Mentoring)
- Statement as to how Job Shadowing fits into employee's overall career plan (only if applying for Job Shadowing)
- Job Shadowing Request Form (only if applying for Job Shadowing)
- Statement as to how Cross Training fits into employee's overall career plan (only if applying for Cross Training)
- Cross Training Request Form (only if applying for Cross Training)

Employee's Signature

Supervisor

Attachments

cc: Supervisor

Human Resources



MEMORANDUM

18422 Bear Valley Road, Victorville, CA 92395-5849 • 760-245-4271, ext. 2455

UPWARD MOBILITY PROGRAM

CAREER PLAN (Committee's Approval/Denial Form)

Employee's Name _____
Date

The Professional Growth/Upward Mobility Committee has reviewed your request for upward mobility.

Your request for _____ is APPROVED DENIED
Name of upward mobility program

Comments/Reasons for denial:

Committee Signatures:

VP of Human Resources Date

Appointed Administrative Member Date

CSEA Member Date

CSEA Member Date

CSEA Member Date

FINAL AUTHORIZATION: CONCUR DISAGREE

Superintendent/President Date

cc: CSEA President

Appendix Bb

UPWARD MOBILITY PROGRAM

College/University Classes

Article 7.1.3.2 College/University Classes

Classified employees will be able to complete lower division courses taken at Victor Valley College and/or upper division course work taken at any accredited four-year college or university as outlined in the employee's career plan. The college or university must be accredited by an accrediting agency approved by the United States Department of Education.

All courses shall be submitted for approval prior to course enrollment. Courses submitted for approval after the course has begun will not be approved.

Employees will be reimbursed for the cost of required books, required course materials, and registrations fees upon satisfactory class completion with a grade of "C" or better. Each classified employee is responsible for submission of verification of completion and all documents necessary to apply for the reimbursement. See Appendix B1, B1a.

Procedures for Reimbursement of Books, Registration, Material Fees Career Plan Submitted/Approved/Filed in Human Resources

WHAT IS REIMBURSABLE COURSEWORK:

- ✓ Coursework listed in the Career Plan which has been approved and is on file in H.R.
- ✓ Lower division coursework taken at VVC
- ✓ Upper division coursework taken at any accredited four-year college or university

HOW DO I RECEIVE REIMBURSEMENT:

Complete the Upward Mobility Requisition form which is available in H.R. (sample attached) and submit to Human Resources with the following documents attached:

1. Course description, syllabus or other official document indicating the materials and books that were required for the class(es) you have taken
2. Grade report for each class(es)
 - ✓ Grade of "C" or better in each class
 - ✓ Coursework must be taken at accredited institution
 - ✓ Coursework must have been listed in Career Plan
3. Receipt(s) for all materials and books **required** for the class
4. Receipt for registration fees/tuition
 - ✓ Reimbursement for upper division coursework may not exceed those fees currently in effect at Cal State University, San Bernardino, at the time of enrollment
 - ✓

Reimbursement of educational expenses is not subject to state and federal taxes at this time

Appendix B1

UPWARD MOBILITY PROGRAM
College/University Classes
(Complete and return to Human Resources)

*This form is to be used only when classes are taken during employee's scheduled work hours.
A new form must be completed each semester/quarter.*

Name: _____
Employee's Name

Date: _____

Semester/Quarter: _____

Scheduled Classes:

Name of Course	Day(s) and Time of Course
_____	_____
_____	_____
_____	_____

I am requesting to use vacation to take the coursework listed above, or I have agreed to the following rescheduling of my work hours, so that I may attend the classes indicated above.

Employee

Supervisor

Vice President

Appendix B1a

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
 18422 Bear Valley Road
 Victorville, CA 92395
 (760) 245-4271 extension 2386

UPWARD MOBILITY PROGRAM REIMBURSEMENT FORM

PAYEE:
ADDRESS:
TELEPHONE:
SOCIAL SECURITY # (last 4 digits): XXX-XX-__ __ __ __

SEMESTER/QUARTER:	
TUITION/REGISTRATION FEES:	\$
REQUIRED BOOKS:	\$
COURSE MATERIALS FEES:	\$
TOTAL:	\$

All receipts for fees/tuition, required materials and books must be attached along with registration, course description(s), syllabi and grade report (a grade of "C" or better is required for reimbursement).

REIMBURSEMENT CERTIFICATION

I certify that the above items/fees are related to my approved upward mobility request. All requests are subject to availability of funds.

PAYEE'S SIGNATURE: _____ DATE: _____

FOR HR PROCESSING ONLY		
ACCOUNT NUMBER(S) REQUIRED	AMOUNT PAID	ACCOUNT BALANCE
	\$	\$
	\$	\$
	\$	\$

BUDGET ACCOUNT MANAGER'S SIGNATURE: _____ DATE: _____
 Vice President of Human Resources

UPWARD MOBILITY PROGRAM

Training Leave

Article 7.1.3.3 Training Leave

After supervisor and area vice president approval, the Board of Trustees may grant to a classified employee a training leave after five years of continuous full-time service. Such leaves may be up to three months at the employee's regular pay or up to six months at 60 percent of the employee's regular pay. The period for qualifying for another leave will commence at the termination of the leave.

The employee must provide the Board of Trustees with a detailed plan which relates directly to achieving his/her Victor Valley College career goal. Failure to fulfill the plan may result in disciplinary action. The employee must agree to continue employment with the District for at least two years after returning to service or return the emolument. Any employee who is granted Training Leave shall agree in writing to file a bond with the District, which shall enable the District to reclaim any remuneration granted the employee while on leave in the event the employee does not return to the District.

Training leaves shall not be deemed a break in service, nor shall employees earn vacation days, sick leave or holiday pay provided under this agreement. Depending upon District finances, up to two full-time equivalent training leaves may be granted each year by the Board of Trustees.

PROCEDURE

Requests for Training Leaves must include the following documents:

1. Career Plan
2. Training Leave Request Form
3. Bond (after Board of Trustees grants leave)

UPWARD MOBILITY PROGRAM

Training Leave Request Form (Complete and return to Human Resources)

Name: _____ Date: _____
(Print or type name)

I am requesting training leave under Article 7.1.3.3: (Please check one)

- 3-month leave at employee's regular pay

- 6-month leave at 60% of employee's regular pay

I am requesting that my leave begin on _____
(Date)
and end on _____.
(Date)

If my request for training leave is approved, I agree to continue employment with Victor Valley College for at least two years after returning to service or return the compensation. I also agree to file a bond with the district, which shall enable the district to reclaim any remuneration granted me while on leave, in the event I do not return to work and continue my employment for two years.

Employee

Supervisor

Area Vice President

Attachment: Career Plan

Office Use: Board Approval Date _____

Appendix B2a

UPWARD MOBILITY PROGRAM

In-Service Training Time

Article 7.1.3.4 In-Service Training Time

Classified employees are encouraged to participate in workshops and seminars offered through the Victor Valley College Employee Professional Development Program which relate to their Victor Valley College career goals. They are also encouraged to participate in other training opportunities provided through the Victor Valley College Employee Professional Development Program. **Unit members must receive prior approval from their supervisors before participating in in-service training.**

PROCEDURE

Unit members seeking in-service training must complete all required forms which are available in Human Resources.

Appendix B3

UPWARD MOBILITY PROGRAM Career Counseling

Article 7.1.3.5 Career Counseling

Through the Victor Valley College Counseling Program and the Career/Transfer Center, career counseling will be provided without charge for employees to assist them in formulating career goals and training/education plans.

PROCEDURE

Unit members interested in taking college/university coursework must have career counseling and receive an Educational Plan completed by a counselor from an accredited institution. This Educational Plan will become part of the Career Plan.

UPWARD MOBILITY PROGRAM

Mentoring

Article 7.1.3.6 Mentoring

The District may establish a pool of mentors from which classified employees and the District will select an appropriate mentor for the employee to help guide and fortify his/her career development at Victor Valley College.

PROCEDURE

Unit members interested in selecting a mentor to help guide and fortify their career development at Victor Valley College must complete the attached form. Mentors must be selected at Victor Valley College or the employee may request training leave to participate in this program at another institution/corporation.

UPWARD MOBILITY PROGRAM

Mentor Request Form (Complete and return to Human Resources)

Name: _____ Date: _____
(Print or type name)

I am requesting the opportunity to be mentored under Article 7.1.3.6

Mentor's Name Title

Frequency:

I plan to shadow this individual: (Specify # of hours per week below, not to exceed 8 hours per week)

Time Frame:

I am requesting that mentoring begin on _____
Date

and end on _____
Date

Employee

Mentor

Employee's Supervisor

Mentor's Supervisor

Attachment: Career Plan

Appendix B5a

UPWARD MOBILITY PROGRAM

Job Shadowing

Article 7.1.3.7 Job Shadowing

Classified employees may be provided job shadowing opportunities to learn the skills and responsibilities of another position related to their career goals. The specific schedule to perform these activities must be agreed upon by the supervisor and classified employee.

PROCEDURES

Unit members interested in job shadowing must complete the attached form. Job shadowing is to be practiced at Victor Valley College. Employees who wish to shadow at another institution/corporation must request training leave.

UPWARD MOBILITY PROGRAM

Job Shadowing Request Form (Complete and return to Human Resources)

Name: _____ Date: _____
(Print or type name)

I am requesting the opportunity to Job Shadow under Article 7.1.3.7

I wish to shadow: _____
Name Title

Frequency:

I plan to shadow this individual: (Specify # of hours per week below, not to exceed 8 hours per week)

Time Frame:

I am requesting that my leave begin on _____
Date

and end on _____
Date

Employee

Shadower

Employee's Supervisor

Shadower's Supervisor

Attachment: Career Plan

Appendix B6a

UPWARD MOBILITY PROGRAM Cross Training

Article 7.1.3.8 Cross Training

Classified employees may be provided cross training opportunities to learn the skills and responsibilities of another position related to their career plan. The specific schedule to perform these activities must be agreed upon by the supervisor and classified employee.

PROCEDURES

Unit members interested in cross training to gain job-related experience at Victor Valley College must complete the attached form. Cross training is to be experienced at Victor Valley College. Employees who wish to cross train at another institution/corporation must request training leave.

Appendix B7

UPWARD MOBILITY PROGRAM
Cross Training Request Form
(Complete and return to Human Resources)

Name: _____ **Date:** _____
(Print or type name)

I am requesting the opportunity to cross train in the following position/department under Article 7.1.3.8

_____ _____
Position Department

Frequency:

I plan to shadow this individual: (Specify # of hours per week below, not to exceed 8 hours per week)

Time Frame:

I am requesting to cross train beginning on _____
Date

and ending on _____
Date

_____ _____
Employee Department approval where
cross training will take place

Employee's Supervisor

Attachment: Career Plan

Appendix B8

APPENDIX C

SENIORITY LIST

NAME	POSITION	HIRE DATE	POSITION SENIORITY	
			DATE BY CLASS	DEPARTMENT
REYES, RENEE	ACCOUNTING TECHNICIAN I	03/12/2003	03/12/2003	FISCAL SERVICES
KINGMAN, KELLEY	ACCOUNTING TECHNICIAN I	11/15/2006	11/15/2006	MAIN CAMPUS
HUSSING, CATHY	ACCOUNTING TECHNICIAN I	03/22/2007	03/22/2007	MAIN CAMPUS
MATA, KATHY	ACCOUNTING TECHNICIAN II	12/18/1997	9/1/2007	AUXILLARY SERVICES
MCCOY, TONYA	ACCOUNTING TECHNICIAN II	11/15/2006	8/1/2014	FISCAL SERVICES
LEWIS, NANCY	ACCOUNTING TECHNICIAN II	11/15/2006	8/11/2014	FISCAL SERVICES
ESPINOZA, AMY	ACCOUNTING TECHNICIAN II	01/05/2015	1/15/2015	ADMINISTRATIVE SERVICES
DA COSTA, DEBRA	ACCOUNTING TECHNICIAN II	08/17/1988	3/1/2019	FISCAL SERVICES
VIGIL, DONNA	ADM & RCRDS SPECIALIST	05/14/2007	12/1/2016	ADMISSIONS & RECORDS
AVILA, SILVIA	ADM & RCRDS SPECIALIST	06/09/2004	9/24/2018	ADMISSIONS & RECORDS
CRIPPS, LISA	ADM & RCRDS SPECIALIST II	01/03/2006	1/2/2018	ADMISSIONS & RECORDS
CARDOZA, MARIA	ADM & RCRDS TECHNICIAN	09/15/2004	9/1/2006	ADMISSIONS & RECORDS
RILEY, NORMA	ADM & RCRDS TECHNICIAN	02/01/2016	02/01/2016	ADMISSIONS & RECORDS
GRINNELL, CRYSTAL	ADM & RCRDS TECHNICIAN	06/01/2017	06/01/2017	ADMINISTRATIVE SERVICES
RAMIREZ, LIZETTE	ADM & RCRDS TECHNICIAN	03/01/2019	03/01/2019	ADMISSIONS & RECORDS
GOURLAY, PATRICIA	ADM & RCRDS TECHNICIAN	04/01/2019	04/01/2019	ADMISSIONS & RECORDS
DOWNING, TRACEY	ADMIN. SECRETARY I	07/11/2016	7/11/2016	CALWORKS
LEWIS, LAUREN	ADMIN. SECRETARY I	03/12/2018	03/12/2018	UPWARD BOUND
SANDELLO, ALYSSA	ADMIN. SECRETARY I	03/01/2019	03/01/2019	HSPS DIVISION
PAINTER, MICHELLE	ADMIN. SECRETARY II	07/01/1999	5/15/2006	STUDENT SERVICES
VAUGHN, AUDREY	ADMIN. SECRETARY II	08/14/2006	08/14/2006	INSTITUTIONAL EFFECTIVENESS
BAZURTO, THERESA	ADMIN. SECRETARY II	05/21/1996	08/29/2011	INFORMATION TECHNOLOGY
HERNANDEZ, FABIOLA	ADMIN. SECRETARY II	09/26/2011	09/26/2011	STEM DIVISION
SANTILLAN, JAZMIN	ADMIN. SECRETARY II	09/27/2011	09/27/2011	TRANSFER CENTER
HENRY, JENNIFER	ADMIN. SECRETARY II	04/20/2016	04/20/2016	STEM DIVISION
WANSTEN, BLANCA	ADMIN. SECRETARY II	01/02/2018	01/02/2018	ADMINISTRATIVE SERVICES
JOHNSON, GINA	ADMIN. SECRETARY II	06/04/2018	06/04/2018	STUDENT EQUITY
CHAVEZ, FERNANDO	ADMIN. SECRETARY II	10/03/2011	7/2/2018	HSPS DIVISION
PORTER, CRYSTAL	ADMIN. SECRETARY II	07/23/2018	07/23/2018	STUDENT EQUITY

NAME	POSITION	HIRE DATE	POSITION SENIORITY	
			DATE BY CLASS	DEPARTMENT
CORTEZ, HEATHER	ADMIN. SECRETARY II	03/01/2016	8/27/2018	HSPS DIVISION
MCELROY, LISA	ADMIN. SECRETARY II	01/02/2019	1/2/2019	HASS DIVISION
ESPERICUETA, ELIZABETH	ADMIN. SECRETARY II	05/01/2019	05/01/2019	STUDENT SERVICES
OLDFIELD, PANDORA	ADMIN. SECRETARY II	7/1/2019	7/1/2019	HSPS DIVISION
CALDWELL, JILL	ADMIN. SECRETARY II	7/1/2019	7/1/2019	INSTRUCTIONAL SERVICES
WILLIAMS JR, CLYDE	ATHLETIC EQUIPMENT TECHNICIAN	04/12/2017	04/12/2017	ATHLETICS
DANCE, TAMARA	ATHLETICS ELIGIBILTY SPECIALIS	05/09/1990	10/1/2017	ATHLETICS
MAZZOLA, MARY	AUXILIARY SVCS. ASSISTANT	12/14/2015	12/14/2015	AUXILLARY SERVICES
DURHEIM III, CARL	BOOKSTORE OPERATIONS ASST	10/11/2006	10/11/2006	AUXILLARY SERVICES
ULLGER, KENDRA	BOOKSTORE OPERATIONS ASST	09/15/2004	10/11/2006	AUXILLARY SERVICES
GONZALES, SALENA	CAMPUS POLICE OFFICER 50%	01/05/2004	01/05/2004	CAMPUS POLICE
FRANCO, JOSHUA	CAMPUS POLICE OFFICER	12/13/2017	12/13/2017	CAMPUS POLICE
ORDONEZ, CARLOS	CAMPUS POLICE OFFICER	01/23/2018	1/23/2018	CAMPUS POLICE
CASAS, JAVIER	CAMPUS POLICE OFFICER	01/24/2018	01/24/2018	CAMPUS POLICE
SEPE, WILLIAM	CAMPUS POLICE OFFICER	03/05/2018	3/5/2018	CAMPUS POLICE
JACQUEZ, NOREEN	CAMPUS POLICE OFFICER FTO	12/16/1999	7/1/2018	MAIN CAMPUS
MARKEGARD, THERESE	CAMPUS POLICE SPECIALIST	01/03/2006	7/5/2011	CAMPUS POLICE
ALSINA, EILEEN	CAREER PATHWAYS COORDINATOR	10/01/2008	9/1/2014	RAMP-UP
MCCOY, JOSEPH	CLASSIFIED SPECIAL	06/15/2005	06/15/2005	DSPS
MACIEL, DENISE	CLASSIFIED SPECIAL	07/06/2005	07/06/2005	DSPS
GOMEZ, BLANCA	CLASSIFIED SPECIAL	03/29/2006	03/29/2006	DSPS
MCDONALD, GABRIELA	CLASSIFIED SPECIAL	08/09/2006	08/09/2006	DSPS
DASCENZO, STACEY	CLASSIFIED SPECIAL	03/24/2009	03/24/2009	DSPS
RICHARDS, PATRICIA	CLASSIFIED SPECIAL	03/24/2009	03/24/2009	DSPS
MAUTER, MARY	CLASSIFIED SPECIAL	04/01/2009	04/01/2009	DSPS
FELIX, MIRANDA	CLASSIFIED SPECIAL	04/16/2009	04/16/2009	DSPS

NAME	POSITION	HIRE DATE	POSITION SENIORITY	
			DATE BY CLASS	DEPARTMENT
WILLIAMS, ELLIOTT	CLASSIFIED SPECIAL	06/25/2012	06/25/2012	DSPS
BENNETT, LISA	CLASSIFIED SPECIAL	09/17/2012	09/17/2012	DSPS
LOBATO, BARBARA ANN	CLASSIFIED SPECIAL	10/24/2012	10/24/2012	DSPS
CASTANO, ANDRES	CLASSIFIED SPECIAL	08/25/2014	08/25/2014	DSPS
JONES, CIANDRA	CLASSIFIED SPECIAL	08/25/2014	08/25/2014	DSPS
MEDINA, RAYMOND	CLASSIFIED SPECIAL	08/25/2014	08/25/2014	DSPS
HENRY, HANK	CLASSIFIED SPECIAL	8/12/2015	8/12/2015	DSPS
FLORES-KAIN, MARYLOU	CLASSIFIED SPECIAL	08/12/2015	08/12/2015	DSPS
ENRIQUEZ, ARELI	CLASSIFIED SPECIAL	8/17/2015	8/17/2015	DSPS
RICHARDSON, RANDY	CLASSIFIED SPECIAL - P	03/05/2007	03/05/2007	CAMPUS POLICE
RIVERA, SILVESTRE	CLASSIFIED SPECIAL - P	03/05/2007	03/05/2007	CAMPUS POLICE
RODRIGUEZ, JORGE	CLASSIFIED SPECIAL - P	3/23/2013	3/23/2013	CAMPUS POLICE
ICASIANO, JODY	CLASSIFIED SPECIAL - P	3/9/2015	3/9/2015	CAMPUS POLICE
ROBILLARD, TERESA	CLERICAL TECHNICIAN II	01/11/1999	7/1/2008	MGMT INFO SYSTEMS
MARLATT-MARTINEZ, KORTNY	CLERICAL TECHNICIAN II	12/01/2016	12/01/2016	AUXILLARY SERVICES
WITT, PATRICIA	CLERICAL TECHNICIAN II	10/11/2006	3/1/2017	STUDENT SERVICES
BROWN, CORYNNE	CLERICAL TECHNICIAN II	07/31/2017	7/31/2017	DSPS
ORTIZ, PAULETTE	CLERICAL TECHNICIAN II	11/18/2002	3/1/2018	STUDENT SERVICES
CAMPOS, MARENA	CLERICAL TECHNICIAN II	04/03/2006	6/1/2018	MAINTENANCE & OPERATIONS
HUGHES, MISTIE	CLERICAL TECHNICIAN II	08/27/2018	8/27/2018	ADMISSIONS & RECORDS
MORGAN, JOI	CLERICAL TECHNICIAN II	02/17/2016	11/1/2018	HSPS DIVISION
FRAYDEALFARO, DEYDALIA	CLSFD SITE SUPERVISOR CDC	03/19/2015	3/19/2015	CHILD DEVELOPMENT CTR
ESPINOZA, JAN	COORDINATOR	03/19/2001	1/16/2018	HSPS DIVISION
LAVEAUX, MICHELE	COURSE MANAGEMENT SYS ADMIN	11/17/1997	3/1/2017	STUDENT SERVICES
PUGLIESE, REBA	CURRICULUM/SCHEDULING COORDINA	11/15/2006	6/24/2015	PAYROLL SERVICES
SCHUMACHER, NATASHA	CURRICULUM/SCHEDULING COORDINA	10/16/2017	10/16/2017	HASS DIVISION
FLENNA, PETER	CUSTODIAN	01/27/1997	1/27/1997	MAINTENANCE & OPERATIONS
FLENNA, MICHAEL	CUSTODIAN	01/27/1997	7/1/1997	MAINTENANCE & OPERATIONS

NAME	POSITION	HIRE DATE	POSITION SENIORITY	
			DATE BY CLASS	DEPARTMENT
REYES, JOANNA	CUSTODIAN	11/01/1998	11/01/1998	MAINTENANCE & OPERATIONS
WACK, GERALD	CUSTODIAN	11/04/2002	6/16/2004	MAINTENANCE & OPERATIONS
GARRETT, STEVEN	CUSTODIAN	08/09/2006	08/09/2006	MAIN CAMPUS
CARDOZA, TEODORO	CUSTODIAN	02/04/2008	02/04/2008	MAINTENANCE & OPERATIONS
TALLEY JR, JOSEPH MOORE	CUSTODIAN	02/04/2008	02/04/2008	MAINTENANCE & OPERATIONS
BRYANT, VAUGHN	CUSTODIAN	04/26/2010	4/26/2010	MAINTENANCE & OPERATIONS
RICHARDSON, CHAD	CUSTODIAN	12/04/2007	10/03/2011	MAINTENANCE & OPERATIONS
SHUBIN JR, WILLIE	CUSTODIAN	10/03/2011	10/03/2011	MAINTENANCE & OPERATIONS
ALBICKER, CRISTINA	CUSTODIAN	03/23/2012	03/23/2012	MAINTENANCE & OPERATIONS
HERNANDEZ, ABRAHAM	CUSTODIAN	07/16/2012	07/16/2012	MAINTENANCE & OPERATIONS
CONTRERAS JR., ROBERT	CUSTODIAN	05/01/2017	05/01/2017	MAINTENANCE & OPERATIONS
JACOBS, ASHLEY	CUSTODIAN	05/01/2017	05/01/2017	MAINTENANCE & OPERATIONS
ESTRELLA, FRANCES	CUSTODIAN	04/23/2018	04/23/2018	MAINTENANCE & OPERATIONS
FITCH-FREEMAN, LORI	CUSTODIAN	05/02/2018	05/02/2018	MAINTENANCE & OPERATIONS
BALLARD, ERIC	CUSTODIAN	10/01/2018	10/01/2018	MAINTENANCE & OPERATIONS
TURNER, NANCY	DEAF & HARD OF HEARING SPECIAL	11/10/2004	2/1/2016	DSPS
MORENO, SANDRA	DSPS SPECIALIST	11/15/2001	11/01/2008	DSPS
HARRIMAN, DARRELL	ELECTRONICS LAB SPECIALIST	11/15/1999	11/15/1999	MAIN CAMPUS
BUCK, PATRICIA	EOPS SPECIALIST	05/15/2006	12/1/2016	EOPS
RICHARDS, ROBBIE	FINANCIAL AID SPECIALIST	11/18/2002	8/11/2004	FINANCIAL AID
NAVARRETE, ELAINE	FINANCIAL AID SPECIALIST	10/12/2005	1/10/2007	STUDENT SERVICES
MORALES, GISEL	FINANCIAL AID SPECIALIST	05/07/2007	03/27/2015	STUDENT SERVICES
MANRIQUEZ, VERONICA	FINANCIAL AID SPECIALIST	08/04/1997	10/1/2018	STUDENT SERVICES
PERDOMO, ANGELA	FINANCIAL AID TECHNICIAN	09/15/2008	6/15/2015	FINANCIAL AID
AMARO, LORETTA	FINANCIAL AID TECHNICIAN	05/31/2017	5/31/2017	FINANCIAL AID
ROLLAND, KEIRRA	FINANCIAL AID TECHNICIAN	06/01/2017	6/1/2017	FINANCIAL AID
PENAMEZA, ESTEBAN	FINANCIAL AID TECHNICIAN (VRC)	06/03/2019	6/3/2019	FINANCIAL AID
REYES, EDDIE	GROUND MAINT. WORKER	03/20/2000	03/20/2000	MAINTENANCE & OPERATIONS

NAME	POSITION	HIRE DATE	POSITION SENIORITY	
			DATE BY CLASS	DEPARTMENT
ZAMORA-GONZALEZ, FRANCISCO	GROUND MAINT. WORKER	08/09/2006	08/09/2006	MAIN CAMPUS
HERNANDEZ JR, RALPH	GROUND MAINT. WORKER	11/15/2006	11/15/2006	MAINTENANCE & OPERATIONS
DWIGGINS, STEVEN	GROUND MAINT. WORKER	07/09/2007	07/09/2007	MAINTENANCE & OPERATIONS
SHORES, DUSTIN	GROUND MAINT. WORKER	03/12/2018	03/12/2018	MAINTENANCE & OPERATIONS
BURNHAM, SHEILA	HELP DESK TECHNICIAN	07/23/2008	07/23/2008	INFORMATION TECHNOLOGY
ARAGON, ESPERANZA	HELP DESK TECHNICIAN	04/03/2006	10/07/2009	MGMT INFO SYSTEMS
MARTINEZ, CARLOS	HELP DESK TECHNICIAN	07/01/1997	4/1/2017	MAINTENANCE & OPERATIONS
CHAVEZ, MAGDALEN	HUMAN RESOURCES TECH/NON-CONFD	03/26/2007	03/26/2007	HUMAN RESOURCES
GEE, KEVIN	HVAC LEAD	04/02/2018	04/02/2018	MAINTENANCE & OPERATIONS
LARRIVA, JENNIFER	INSTIT'L RESEARCH COORDINATOR	03/01/2007	2/1/2019	INSTITUTIONAL EFFECTIVENESS
ALLEN, KENYONA	INSTRCT'L PROGRAM SPECIALIST	03/15/2006	9/17/2013	HASS DIVISION
POUVARANUKOAH, CYNTHIA	INSTRCT'L PROGRAM SPECIALIST	01/04/2016	1/4/2016	STEM DIVISION
SHARP, ANNMARIE	INSTRCT'L PROGRAM SPECIALIST	11/16/1999	2/1/2018	HSPS DIVISION
BROWN, AMBER	INSTRCT'L PROGRAM SPECIALIST	05/04/2016	2/14/2018	STUDENT EQUITY
ARMSTRONG, TERRIE	INSTRUCTIONAL ASSISTANT	12/12/1997	12/12/1997	HASS DIVISION
HINOJOS, SUSAN	INSTRUCTIONAL ASSISTANT	04/15/2002	4/1/2002	HSPS DIVISION
TEJAS, STEPHEN	INSTRUCTIONAL ASSISTANT	10/11/2006	10/11/2006	HASS DIVISION
JIMENEZ, SUSANA	INSTRUCTIONAL ASSISTANT	09/13/2006	9/1/2017	MAIN CAMPUS
BARAJAS, ARMANDO	INSTRUCTIONAL ASSISTANT	11/19/2018	11/19/2018	BASIC SKILLS
ROMBERGER JR, ROBERT	INSTRUCTIONAL TECHNOLOGY AND N	12/13/2006	12/13/2006	INFORMATION TECHNOLOGY
PORON BARRIOS, CRISTHAL	INSTRUCTIONAL TECHNOLOGY AND N	07/27/2015	7/27/2015	INFORMATION TECHNOLOGY
JAFARI, FATEMEH	INSTRUCTIONAL TECHNOLOGY AND N	12/11/2015	12/11/2015	MGMT INFO SYSTEMS
PETERS, BRIAN	INSTRUCTIONAL TECHNOLOGY AND N	12/14/15	12/14/2015	RAMP-UP
VINEYARD, RYAN	INSTRUCTIONAL TECHNOLOGY AND N	12/21/2015	12/21/2015	MGMT INFO SYSTEMS
AMBROSE, RHONDA	LABORATORY TECHNICIAN	05/21/1996	09/01/2007	STEM DIVISION
MEYER, ARCHIE	LABORATORY TECHNICIAN	04/03/2012	04/03/2012	STEM DIVISION
MALONE, GARDENIA	LABORATORY TECHNICIAN	04/01/2019	04/01/2019	STEM DIVISION

NAME	POSITION	HIRE DATE	POSITION SENIORITY	
			DATE BY CLASS	DEPARTMENT
ROBINSON, DONALD	LEAD CUSTODIAN	06/16/2016	10/1/2017	MAINTENANCE & OPERATIONS
RICKARDS, ALEX	LEAD GROUNDS MAINTENANCE WORKE	08/09/2006	08/09/2006	MAINTENANCE & OPERATIONS
DAVIES, KRISTIN	LEAD PAYROLL/BENEFITS TECHNICI	10/21/2015	3/1/2019	PAYROLL SERVICES
THOMS, RENNY	LEAD SYSTEMS PROGRAMMER/ANALYS	03/04/2013	03/04/2013	MGMT INFO SYSTEMS
MESSER, MONTY	LEAD WAREHOUSE DELIVERY WORKER	06/03/1996	7/1/2001	MAINTENANCE & OPERATIONS
JIMENEZ, THOMAS	LEAD WAREHOUSE DELIVERY WORKER	11/12/2013	11/12/2013	AUXILIARY SERVICES
PRIETO, ANGELA	LIBRARY TECHNICIAN	08/01/1977	7/1/2006	LIBRARY
STUMP, CAROLE	LIBRARY TECHNICIAN	11/17/2003	7/1/2006	HASS DIVISION
VON INS, JOY	LIBRARY TECHNICIAN	10/11/2006	10/11/2006	HASS DIVISION
OWENS, SHANNON	LIBRARY TECHNICIAN	05/02/2016	05/02/2016	LIBRARY
DAUGHTON, SUEANN	LIBRARY TECHNICIAN	05/16/2016	5/16/2016	HASS DIVISION
SOVITSKY, MARIE	M&O CLERICAL TECHNICIAN	08/31/2018	08/31/2018	MAINTENANCE & OPERATIONS
SCHNEIDER, DAVID	MAINTENANCE LOCKSMITH	08/09/2006	08/09/2006	MAINTENANCE & OPERATIONS
SANDOVAL, MARK	MAINTENANCE TECHNICIAN	08/14/2006	08/14/2006	MAINTENANCE & OPERATIONS
HOWIE, BRIAN	MAINTENANCE WORKER	09/02/1997	9/2/1997	MAIN CAMPUS
BUSTILLOS, HECTOR	MAINTENANCE WORKER	01/02/2013	01/02/2013	MAINTENANCE & OPERATIONS
ISBELL, TIMOTHY	MEDIA SVCS COORDINATOR	06/18/2007	10/14/2013	INFORMATION TECHNOLOGY
CHEUNG, STEPHEN	NETWORK MANAGER	12/04/2015	12/04/2015	MGMT INFO SYSTEMS
DEWALD, SCOTT	NETWORK MANAGER	12/14/2015	12/14/2015	MGMT INFO SYSTEMS
LARES, SONIA	OFFICE ASSISTANT	04/09/2003	10/1/2007	CAMPUS POLICE
JASSO, EVELYNE	OFFICE ASSISTANT	09/21/1998	5/5/2008	HUMAN RESOURCES
KUYPER, MARK	OFFICE ASSISTANT	02/01/2017	02/01/2017	NURSING DEPT
MONTES, BERTHA	OFFICE ASSISTANT	06/01/2017	06/01/2017	HUMAN RESOURCES

NAME	POSITION	HIRE DATE	POSITION SENIORITY	
			DATE BY CLASS	DEPARTMENT
NUNEZ, ISABELLE	OFFICE ASSISTANT	04/23/2018	04/23/2018	EOPS
CHRISTIAN, NANCY	PAC TECHNICAL LEAD	02/11/1988	04/12/2017	AUXILLARY SERVICES
TEETER, HAILEY	PAYROLL/BENEFITS TECH	11/14/2016	11/01/2016	PAYROLL SERVICES
BAUMAN, MATTHEW	PERFORMING ARTS CENTER TECHNIC	10/09/2017	10/09/2017	AUXILLARY SERVICES
DAHL, ANDREW	PERFORMING ARTS CENTER TECHNIC	10/11/2017	10/11/2017	AUXILLARY SERVICES
RUBY, PEGGY	PERMIT TCHR-CDC-INFANT/TODDLER	01/07/1999	11/13/2002	CHILD DEVELOPMENT CTR
RODRIGUEZ, MELINA	PLACEMENT SPCLST	02/01/2002	3/14/2013	FINANCIAL AID
BLANCHE, MASON	PLACEMENT SPCLST-CAREER CTR	04/23/2018	04/23/2018	STUDENT SERVICES
KUHNS, MARIANNE	PLACEMENT SPECIALIST	03/14/2014	3/1/2018	HSPS DIVISION
ALLEN, CHARLOTTE	PLACEMENT SPECIALIST-CTE JOB D	10/22/2014	4/1/2019	HSPS DIVISION
MULLIGAN, BENNETT	PRNTG SVCS SPECIALIST	08/15/1997	7/1/2006	AUXILLARY SERVICES
WALKER, FRANK	PRNTG SVCS TECHNICIAN	09/08/1998	4/1/2013	AUXILLARY SERVICES
PENFOLD, SUZANNE	PROGRAM SPCLST - SPECIAL GRANT	12/17/2012	12/17/2012	HSPS DIVISION
MCDANIEL, ANGEL	PROGRAM SPCLST - SPECIAL GRANT	01/02/2018	01/03/2018	STUDENT SERVICES
REYES, JESSICA	PURCHASING TECHNICIAN	12/03/2007	3/1/2018	FISCAL SERVICES
STOCKMAN, WILLIAM	SENIOR INSTRUCTIONAL ASSISTANT	10/11/2006	10/1/2017	HSPS DIVISION
MONTAG, DILAN	SENIOR INSTRUCTIONAL ASSISTANT	10/08/2018	10/08/2018	FIRE TECH
SHULMAN, ALEKSANDR	SENIOR PROGRAMMER ANALYST	02/01/2018	02/01/2018	MGMT INFO SYSTEMS
FOSTER, LENORA	SENIOR USER LIAISON	02/20/2018	02/20/2018	INFORMATION TECHNOLOGY
ZHU, YONG	SR DATABASE APPL ADMIN	11/09/2005	3/1/2018	MGMT INFO SYSTEMS
TRAN-QUANG, CAM-QUYNH	SR PROGRAMMER/SOFTWARE DEVELOP	01/12/2005	01/12/2005	MGMT INFO SYSTEMS

NAME	POSITION	HIRE DATE	POSITION SENIORITY	
			DATE BY CLASS	DEPARTMENT
KATONA JR., DONALD	SR SYSTEMS ANALYST	09/21/2012	09/21/2012	MGMT INFO SYSTEMS
VIDANA-BARDA, MARIE	SR. ACCOUNTING TECHNICIAN	01/02/1990	9/1/2007	FISCAL SERVICES
BANDRINGA, PEARL	SR. ACCOUNTING TECHNICIAN	06/09/2004	7/1/2014	FISCAL SERVICES
HENNING, LORIE	SR. ACCOUNTING TECHNICIAN	05/21/2001	7/1/2014	MAIN CAMPUS
SISK, DIANA	SR. INSTRUCTIONAL ASSISTANT	11/18/2003	4/13/2005	NURSING DEPT
HERNANDEZ, YVONNE	SR. INSTRUCTIONAL ASSISTANT	01/07/2002	7/1/2006	MAIN CAMPUS
NAVARRO, RAYMOND	SR. INSTRUCTIONAL ASSISTANT	01/11/1999	7/1/2006	HASS DIVISION
PETERSON, DEBORAH	SR. INSTRUCTIONAL ASSISTANT	10/16/2000	7/1/2006	HASS DIVISION
STALIANS, JEFFREY	SR. INSTRUCTIONAL ASSISTANT	01/02/2004	7/1/2006	STEM DIVISION
STEINBACK, DAVID	SR. INSTRUCTIONAL ASSISTANT	09/11/1995	7/1/2006	HSPS DIVISION
MORALES, XOCHITL	SR. INSTRUCTIONAL ASSISTANT	07/03/2006	07/03/2006	HASS DIVISION
KWAN, MICHAEL	SR. INSTRUCTIONAL ASSISTANT	06/16/1997	7/1/2007	MGMT INFO SYSTEMS
COOK, JONATHAN	SR. INSTRUCTIONAL ASSISTANT	08/13/2003	9/1/2007	HSPS DIVISION
BECKER, ERIC	SR. INSTRUCTIONAL ASSISTANT	11/01/2016	11/1/2016	MAIN CAMPUS
BECKER, VALERIE	SR. INSTRUCTIONAL ASSISTANT	03/15/2006	5/1/2017	HASS DIVISION
ALVARADO, ALICE	SR. INSTRUCTIONAL ASSISTANT	06/01/2017	6/1/2017	WRITING CENTER
STRICKLAND, ALEXANDER	SR. INSTRUCTIONAL ASSISTANT	06/01/2017	06/01/2017	HSPS-WELDING
PINTO, SUSANNE	SR. INSTRUCTIONAL ASSISTANT	05/16/2016	10/1/2017	HSPS DIVISION
GAULT, DOLORES	SR. INSTRUCTIONAL ASSISTANT	08/27/2018	08/27/2018	AGRICULTURE
PALACIOS, INDIA	STUDENT SVCS SPECIALIST II	03/31/2015	03/31/2015	STUDENT SERVICES
GOMEZ, LORENA	STUDENT SVCS SPECIALIST II	08/31/2018	08/31/2018	STUDENT SERVICES
WILLIAMS, HAZINA	STUDENT SVCS SPECIALIST II	08/31/2018	08/31/2018	STUDENT SERVICES
MCDANIEL, LINDA	SWITCHBOARD OPERATOR/RECEPTION	11/18/2002	11/1/2002	MAINTENANCE & OPERATIONS
BANKS, NICOLE	SWITCHBOARD OPERATOR/RECEPTION	7/1/2019	7/1/2019	MAINTENANCE & OPERATIONS
GONZALEZ, CARLOS	VEHICLE & EQUIP MECHANIC	08/24/2016	08/24/2016	MAINTENANCE & OPERATIONS
JANISKO, GINA	VETERAN SERVICES SPECIALIST	12/07/1998	3/1/2018	FINANCIAL AID
BOARD SR, FREDERICK	WAREHOUSE DELIVERY WORKER	04/03/2006	04/03/2006	MAINTENANCE & OPERATIONS
CALDWELL, SHEREE	WIA/CALWORKS/TANF COORDINATOR II	01/10/1997	3/1/2017	CALWORKS

APPENDIX D

SALARY SCHEDULE

CLASSIFIED STAFF Effective 7/1/19

EFFECTIVE 7/1/19 + 3.26%

	HAY LEVEL	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	HAY LEVEL
		Monthly Hourly	Monthly Hourly	Monthly Hourly	Monthly Hourly	Monthly Hourly	Monthly Hourly	
SIGN LANGUAGE INTERPRETER I (Clsfd Special*)	8	2,875	3,021	3,170	3,327	3,498	3,673	8
SWITCHBOARD OPERATOR	8	16.59	17.43	18.29	19.19	20.18	21.19	8
ATHLETIC EQUIPMENT TECHNICIAN	9	3,099	3,249	3,416	3,583	3,761	3,950	9
CUSTODIAN	9	17.88	18.74	19.71	20.67	21.70	22.79	9
INSTRUCTIONAL MEDIA SVCS.AIDE	9							9
STUDENT DEVELOPMENT CENTER ASSISTANT	9							9
CUSTODIAN (Grandfathered)	9						4,051 23.37	9
ASSOC.TEACHER-CDC	10	3,255	3,416	3,587	3,767	3,954	4,152	10
AUXILIARY SERVICES ASSISTANT	10	18.78	19.71	20.69	21.73	22.81	23.95	10
OFFICE ASSISTANT	10							10
RECYCLING TECHNICIAN	10							10
WAREHOUSE DELIVERY WORKER	10							10
ADMINISTRATIVE SECRETARY I	11	3,503	3,681	3,859	4,055	4,257	4,471	11
CLERICAL TECHNICIAN I	11	20.21	21.24	22.26	23.39	24.56	25.79	11
GROUNDS MAINTENANCE WORKER	11							11
HELP DESK TECHNICIAN	11							11
INSTRUCTIONAL ASSISTANT	11							11
LEAD CUSTODIAN	11							11
LEAD WAREHOUSE DELIVERY WORKER	11							11
PRINTING SERVICES TECHNICIAN	11							11
SIGN LANGUAGE INTERPRETER II (Clsfd Special*)	11							11
LEAD WAREHOUSE DELIVERY WORKER- (Grandfathered)	11						4,580 26.42	11
PRINTING SRVCS TECHNICIAN (Grandfathered)	11							11
GROUNDS MAINT. WORKER (Grandfathered)	11							11
ACCOUNTING TECHNICIAN I	12	3,773	3,962	4,158	4,370	4,586	4,816	12
ADMISSIONS AND RECORDS TECHNICIAN	12	21.77	22.86	23.99	25.21	26.46	27.79	12
BOOKSTORE OPERATIONS ASSISTANT	12							12
CLERICAL TECHNICIAN II	12							12
DSPS ASSISTANT/INTERPRETER	12							12
FINANCIAL AID TECHNICIAN	12							12
HUMAN RESOURCES TECHNICIAN	12							12
LABORATORY AIDE	12							12
LEAD GROUNDS MAINT.WORKER	12							12
LIBRARY TECHNICIAN	12							12
MAINTENANCE TECHNICIAN	12							12
PAYROLL AND BENEFITS TECHNICIAN	12							12
PERFORMING ARTS CENTER TECHNICIAN	12							12
STUDENT SERVICES SPECIALIST II	12							12
BOOKSTORE OP. ASSISTANT (Grandfathered)	12						5,185 29.91	12
ADMIN. SECRETARY II	13	4,271	4,481	4,710	4,944	5,189	5,448	13
ADMISSIONS AND RECORDS SPECIALIST	13	24.64	25.85	27.17	28.52	29.94	31.43	13
CAMPUS POLICE OFFICER (& Reserves Specials*)	13							13
CAMPUS POLICE SPECIALIST	13							13
CURRICULUM & SCHEDULING TECHNICIAN	13							13
ENVIRONMENTAL STUDIES SPECIALIST	13							13
INSTRUCTIONAL DESIGNER	13							13
LABORATORY TECHNICIAN	13							13
LEAD PAYROLL & BENEFITS TECH	13							13
M & O & FACILITIES CONST CLERICAL TECH	13							13

EFFECTIVE 7/1/19 + 3.26%

	HAY LEVEL	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	HAY LEVEL
		Monthly Hourly	Monthly Hourly	Monthly Hourly	Monthly Hourly	Monthly Hourly	Monthly Hourly	
MAINTENANCE LOCKSMITH	13							13
MAINTENANCE WORKER	13							13
PERMIT TEACHER-CHILD DEVELOP. CTR	13							13
PLACEMENT SPECIALIST	13							13
PRINTING SERVICES SPECIALIST	13							13
PURCHASING TECHNICIAN	13							13
SENIOR INSTRUCTIONAL ASSISTANT	13							13
SERVER AND NETWORK ADMINISTRATOR	13							13
VEHICLE & EQUIP MECHANIC	13							13
MAINTENANCE WORKER (Grandfathered)	13						5,866 33.84	13
ACCOUNTING TECHNICIAN II	14	4,952	5,196	5,456	5,731	6,018	6,317	14
ADMISSIONS & RECORDS SPECIALIST II	14	28.57	29.98	31.48	33.06	34.72	36.44	14
ATHLETICS ELIGIBILITY SPECIALIST	14							14
CAMPUS POLICE FIELD TRNG OFFICER	14							14
CARE SPECIALIST	14							14
CAREER PTHWYS/ORIENTATION COORDINATOR	14							14
CLASSIFIED SITE SUPERVISOR, CDC	14							14
COMMUNICATIONS SYSTEMS TECHNICIAN	14							14
COMMUNITY/CONTRACT ED COORDINATOR	14							14
COURSE MANAGEMENT ADMINISTRATOR	14							14
CURRICULUM & SCHEDULING COORDINATOR	14							14
DEAF & HARD OF HEARING SPECIALIST	14							14
DSPS SPECIALIST	14							14
ELECTRONICS LAB SPEC	14							14
EOPS SPECIALIST	14							14
FINANCIAL AID SPECIALIST	14							14
INSTRUCTIONAL PROGRAM SPECIALIST	14							14
MEDIA SERVICES COORDINATOR	14							14
INSTR'L TECH & NETWRK/PC SPECIALIST	14							14
PAC TECHNICAL SPECIALIST	14							14
PROGRAM SPECIALIST, SPCL GRANT PRGMS	14							14
RESEARCH ANALYST	14							14
UPWARD BOUND PROGRAM COORDINATOR	14							14
VETERAN SERVICES SPECIALIST	14							14
CALWORKS/WIA COORDINATOR	15	5,602	5,882	6,175	6,485	6,807	7,146	15
COLLEGE RECRUITER	15	32.32	33.94	35.63	37.41	39.27	41.23	15
COMMUNICATIONS SYS COORDINATOR	15							15
DATABASE ADMINISTRATOR	15							15
HVAC LEAD	15							15
INSTIT'L RESEARCH COORDINATOR	15							15
LEAD MAINTENANCE WORKER	15							15
NETWORK MANAGER	15							15
PERFORMAING ARTS CENTER LEAD	15							15
SENIOR ACCOUNTING TECHNICIAN	15							15
SR. PROGRAMMER/SOFTWARE DEVELOPER	15							15
SENIOR SYSTEMS ANALYST	15							15
SENIOR USER LIAISON	15							15
SENIOR WEB DEVELOPER	15							15
WEBMASTER	15							15
WIA/CALWORKS/TANF COORDINATOR II	16	6,336	6,654	6,987	7,336	7,703	8,089	16
MAINTENANCE AND OPERATIONS LEAD	16	36.55	38.39	40.31	42.32	44.44	46.67	16
SR PROGRAMMER/ANALYST	16							16
SR DATABASE APPLICATIONS ADM	16							16

Victor Valley Comm. College District
 CLASSIFIED SALARY SCHEDULE 2019-20

EFFECTIVE 7/1/19 + 3.26%

	HAY LEVEL	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	HAY LEVEL
		Monthly Hourly	Monthly Hourly	Monthly Hourly	Monthly Hourly	Monthly Hourly	Monthly Hourly	
	17	6,970	7,318	7,684	8,069	8,471	8,895	17
	17	40.21	42.22	44.33	46.55	48.87	51.32	17
LEAD SYSTEMS PROGRAMMER/ANALYST	18	7,667	8,050	8,453	8,875	9,319	9,785	18
	18	44.23	46.44	48.77	51.20	53.76	56.45	18

APPENDIX E

(Intentionally left blank)

APPENDIX F

CLASSIFIED EVALUATION FORM

Employee Name:

Date Due:

Period to be reviewed: _____ to _____

Position Title:	Location/Department:
Supervisor:	Annual [] Probationary [] 2-Year [] Other _____ []

PERFORMANCE RATING SCALE

1. Unsatisfactory (Improvement plan must be attached)
 2. Requires improvement (Improvement plan must be attached)
 3. Meets Expected standards
 4. Exceeds Expected standards
- N/A = Non Applicable

A rating of 1 or 2 must have comments and be addressed in an "Improvement Plan" If an employee receives evaluation rating of 1 or 2, a separate meeting shall be scheduled to discuss the improvement plan and the employee is to be reevaluated in 30 to 90 calendar days.

Employee's comments are to be completed prior to the evaluation meeting with the supervisor.

Performance Factors:

RATINGS:

Quality of Work – Work is accurate, organized, neat and thorough	EMP	SPV
Employee Comments:		
Supervisor Comments:		
Improvement Plan if needed (From Improvement Plan Meeting)		

Quantity of Work - Regularly produces expected volume of work; meets deadlines, job requirements, and guidelines; uses time effectively.	EMP	SPV
Employee Comments:		
Supervisor Comments:		
Improvement Plan if needed (From Improvement Plan Meeting)		

Knowledge of Job - Understand all aspects of work, possesses technical skill, is well informed and knowledgeable in performing to the level expected for the job.	EMP	SPV
Employee Comments:		
Supervisor Comments:		

Employee Name:

Date Due:

Period to be reviewed: _____ to _____

Improvement Plan if needed (From Improvement Plan Meeting)

Professional Development/Goals	EMP	SPV
Employee Comments:		
Supervisor Comments:		
Improvement Plan if needed (From Improvement Plan Meeting)		

Attendance and Punctuality - Adheres to work days and hours; demonstrates promptness and is regularly present.	EMP	SPV
Employee Comments:		
Supervisor Comments:		
Improvement Plan if needed (From Improvement Plan Meeting)		

Initiative - Is proactive in completing job duties with limited direction from the supervisor; offers suggestions to improve work process and the environment; demonstrates commitment to self-improvement.	EMP	SPV
Employee Comments:		
Supervisor Comments:		
Improvement Plan if needed (From Improvement Plan Meeting)		

Employee Name:

Date Due:

Period to be reviewed: _____ to _____

Teamwork/Attitude/Working Relationships – Acts in a manner that reflects courtesy, civility, and respect to all. Establishes and maintains effective working relationships.	EMP	SPV
Employee Comments:		
Supervisor Comments:		
Improvement Plan if needed (From Improvement Plan Meeting)		

Customer Service – Is attentive and responsible to customers’ needs and requests and is consistently courteous and respectful.	EMP	SPV
Employee Comments:		
Supervisor Comments:		
Improvement Plan if needed (From Improvement Plan Meeting)		

Communication – Communicates and presents ideas clearly and concisely orally and/or in writing.	EMP	SPV
Employee Comments:		
Supervisor Comments:		
Improvement Plan if needed (From Improvement Plan Meeting)		

Work Habits – Observes District rules and regulations; complies with District safety policies and practices; operates equipment and/or vehicles in a safe manner.	EMP	SPV
Employee Comments:		
Supervisor Comments:		
Improvement Plan if needed (From Improvement Plan Meeting)		

APPENDIX G

LONGEVITY SCALE

Percentage of Base Salary

Beginning of Year	Per Month
7.....	2.5%
8.....	3%
9.....	3.5%
10.....	4%
11.....	5%
12.....	5.5%
13.....	6%
14.....	6.5%
15.....	7%
16.....	8%
17.....	8.5%
18.....	9%
19.....	9.5%
20.....	10%
21.....	11%
22.....	11.5%
23.....	12%
24.....	12.5%
25.....	13%
26.....	15%

Note: 15% is the maximum longevity earned

APPENDIX H

IN-HOUSE PROMOTION SETTLEMENT AGREEMENT

SETTLEMENT AGREEMENT

This Settlement Agreement (hereinafter "Agreement") is entered into by and between the Victor Valley Community College District (hereinafter "District") and the California School Employees Association and its Victor Valley College Chapter No. 584 (hereinafter "CSEA").

A. WHEREAS, the District and CSEA (collectively hereinafter "the parties") had entered into a collective bargaining agreement (hereinafter "Collective Bargaining Agreement") for the period July 1, 2004 through June 30, 2007;

B. WHEREAS, Article XXI, Sections 21.1 through 21.6 of the Collective Bargaining Agreement relate to "Transfers & Reassignments and Promotions";

C. WHEREAS, Article XXI, Section 21.1 provides:

21.1 For the purpose of this Article, the following definitions shall apply:

21.1.1 A "transfer" is defined as any board action which results in the movement of a unit member from one job site to another job site but within the same classification. (For example a Secretary I moving from a dean's office to the Student Center).

21.1.2 A "reassignment" is defined as any board action which results in the movement of a bargaining unit member from one classification to an equal or lower classification. (For example, movement from a specialist to a technician classification of equal or lower salary range).

21.1.3 A "promotion" is defined as any board action in the movement of a bargaining unit member from one classification to a higher classification. (For example, an Instructional Assistant I to a Records Evaluator II).

D. WHEREAS, Article XXI, Section 21.3 provides:

21.3 IN-HOUSE PROMOTION - When a new position is created, or an existing position becomes vacant, current unit members who have completed their probationary employment shall be given an opportunity to apply for a transfer, reassignment or promotion to the open position prior to the position being opened up to the public.

21.3.1 The District shall notify bargaining unit members in writing when a position is open including the job site of the position. During a school recess, a bargaining unit member's vacation and/or absence, job announcements will be sent to bargaining unit members who have submitted a written request to the Office of Human

Resources. These job announcements will be sent via first class U.S. mail.

21.3.2 Any bargaining unit member wishing to be considered for the position shall so notify the District, in writing, within five (5) working days of the announcement. If the applicant has on file a completed and approved examination or its equivalent demonstrating that the minimum qualifications have been met, the applicant may request and be granted a release from further testing as a prerequisite to consideration for the position.

21.3.3 Only bargaining unit members meeting the minimum qualifications as established by the job description will be considered for reassignment.

21.3.4 The supervisor designated to oversee the open position shall have the right to deny a unit member's transfer, reassignment or promotion and request that the position be opened to all applicants (bargaining unit members and the public). The District shall select the most qualified applicant.

E. WHEREAS, Title 5 of the California Code of Regulations, section 53021 entitled "Recruitment," provides in relevant part:

- (a) Except as otherwise provided in this section, community college districts shall actively recruit from both within and outside the district work force to attract qualified applicants for all *new openings*. This shall include outreach designed to ensure that all persons, including persons from monitored groups, are provided the opportunity to seek employment with the district. The requirement of open recruitment shall apply to all new full-time and part-time openings in all job categories and classifications, including, but not limited to, faculty, classified employees . . .
- (b)(1) "In-house or promotional only" recruitment shall not be used to fill any *new opening* for any position described in subdivision (a) *except* when the position is being filled on an *interim* basis for the minimum time necessary to allow for full and open recruitment; provided however, that no interim appointment or series of interim appointments exceed one year in duration. . . .
- (3) Where in-house or promotional only recruitment is permitted, the district shall comply with its established hiring procedures and all district employees shall be afforded the opportunity to apply and demonstrate that they are qualified.

...

- (c) For purposes of this section, a *new opening* is *not* created when:
- (1) there is a reorganization that does not result in a net increase in the number of employees;
 - (2) one or more lateral transfers are made and there is no net increase in the number of employees;
 - (3) a position which is currently occupied by an incumbent is upgraded, reclassified, or renamed without significantly altering the duties being performed by the individual;
 - ...
 - (5) the position is filled by a temporary, short-term, or substitute employee appointed pursuant to Education Code sections 87422, 87480, 87482.5(b), 88003, 88106 or 88109;

...
[emphasis added].

F. WHEREAS, in or about February 2005, based upon its belief that Article XXI conflicted with and violated Title 5 of the California Code of Regulations, section 53021, the District ceased compliance with Article XXI, Section 21.3 relating to in-house transfers, reassignments, and promotions;

G. WHEREAS, in or about February 2005 and on a continuous basis thereafter, CSEA has filed several separate Formal Level I grievances alleging that the District had failed to comply with Article XXI, Section 21.3 relating to in-house transfers, reassignments, and promotions;

H. WHEREAS, upon the District's denial of the grievances, CSEA has notified the District of its intent to proceed with arbitration in regards to at least one of the grievances relating to in-house transfers, reassignments, and promotions;

I. WHEREAS, on or about March 23, 2006 and April 26, 2006, at face-to-face meetings, the parties discussed their various positions regarding the interpretation of Title 5 of the California Code of Regulations, section 53021 in conjunction with Article XXI, Section 21.3 relating to in-house transfers, reassignments, and promotions;

J. WHEREAS, the parties have selected an arbitrator to resolve CSEA's in-house promotions grievances, in CSMCS case no. ARB. 06-0305. The matter is set for hearing on January 30, 2007, before arbitrator Michael Prihar. [The parties had previously scheduled a second day of hearing for January 31, 2007, but it was cancelled by Mr. Prihar due to his unavailability];

K. WHEREAS, on or about March 27, 2006, the District resumed compliance with Article XXI, Section 21.3 relating to in-house transfers and reassignments;

L. WHEREAS, on or about July 11, 2006, the District and CSEA entered into a formal settlement agreement, wherein the District confirmed its compliance with Article XXI, Section 21.3 relating to "in-house transfers and reassignments" only;

M. WHEREAS, the parties agree that it is in their best interests to resolve the remaining portions of the grievances, relating to "in-house promotions," without further expense or inconvenience;

NOW, THEREFORE, the District and CSEA enter into the following agreement as a full and complete settlement of the above-referenced matter relating to in-house promotions, as follows:

1. CSEA will not proceed with arbitration on its grievances relating to in-house promotions. CSEA agrees to timely notify the selected arbitrator of the parties' settlement of the in-house promotions grievances, in order to minimize or eliminate the payment of any amount of cancellation fees by either party in CSMCS case no. ARB. 06-0305.
2. The parties agree to add Section 21.1.4 to Article XXI of their Collective Bargaining Agreement as follows:
 - 21.1.4 A "new opening" is defined as a bargaining unit position for which the District shall actively recruit within and outside the District work force. However, a new opening is not created when:
 1. there is a reorganization that does not result in a net increase in the number of employees;
 2. one or more lateral transfers are made and there is no net increase in the number of employees;
 3. a position which is currently occupied by an incumbent is upgraded, reclassified, or renamed without significantly altering the duties being performed by the individual; and
 4. the position is filled by a temporary, short-term, or substitute employee appointed pursuant to Education Code sections 87422, 87480, 87482.5(b), 88003, 88106 or 88109.
3. The parties agree to amend the relevant provisions of Section 21.3 of Article XXI of the Collective Bargaining Agreement as follows:

21.3 IN-HOUSE TRANSFERS, REASSIGNMENTS, OR PROMOTIONS -

When a new position is created or an existing position becomes vacant [hereinafter collectively referred to as an "open position"], current unit members who have completed their probationary employment shall be given an opportunity to apply for a transfer, reassignment, or promotion to the open position prior to the recruitment being opened up to all applicants (bargaining unit members and the public) [hereinafter "open recruitment"].

...

21.3.4 The supervisor designated to oversee the open position shall have the right to deny a unit member's transfer or reassignment and request that there be an open recruitment. While an eligible unit member may apply for a promotion to a new opening prior to the open recruitment, this Article does not allow the District to consider the application of an in-house promotion applicant prior to the open recruitment. The District shall select the most qualified applicant.


Notwithstanding the above paragraph, under the limited circumstances set forth in Title 5 of the California Code of Regulations, section 53021(h)(1), the District may consider and/or appoint an in-house promotion applicant prior to the open recruitment only when the District intends to fill the position on an interim basis.

4. The parties agree that the District is not authorized to conduct in-house promotions prior to an open recruitment, except as otherwise provided for under Title 5 of the California Code of Regulations, section 53021(b)(1) (i.e. only when the position is being filled on an interim basis).
5. The parties further agree that any alleged misapplication or misinterpretation of the terms of this Agreement shall be subject to the grievance procedures pursuant to Article XVI of the parties' Collective Bargaining Agreement.
6. As of the date of this Agreement, CSEA agrees to withdraw with prejudice its grievances relating to in-house transfers, reassignments, and promotions in their entirety.
7. To the extent this Agreement conflicts with the parties' July 11, 2006, formal settlement agreement resolving CSEA's grievances relating to "in-house transfers and reassignments" [as referenced in paragraph L above], this Agreement supersedes and controls the conflicting provisions, if any. The remaining portions of the parties' July 11, 2006, formal settlement agreement will nevertheless continue to be valid.

8. The parties through their counsel of record or representatives have participated in the drafting of this Agreement. The attorneys or representatives for all parties by their signatures on this Agreement approve it as to form, and accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting parties will not be employed in any interpretation of this Agreement.


CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION AND ITS VICTOR VALLEY
COLLEGE CHAPTER NO. 584

DATED: January __, 2007

By 
ARLENE GREENE, CHAPTER
PRESIDENT

VICTOR VALLEY COMMUNITY COLLEGE
DISTRICT

DATED: January 8, 2007


By 
MARION BOENHEIM, Ph.D.
VICE PRESIDENT, HUMAN
RESOURCES, Authorized to Sign by Board
of Trustees

APPROVED AS TO FORM:

DATED: January 17, 2007

By 
LACY GILLESPIE
Labor Relations Representative, CSEA

DATED: January 19, 2007

By 
PETER J. BROWN, Esq.
LIEBERT CASSIDY WHITMORE
Attorneys for the District and the Board

APPENDIX I

GRIEVANCE FORM

CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION
VICTOR VALLEY COLLEGE CHAPTER 584
GRIEVANCE FORMAL LEVEL (I, II, III)

TO:

FROM:

GRIEVANCE LEVEL: ____

Level 1: Immediate supervisor and copy to VP of HR

Level 2: Vice President of HR and Area VP

Level 3: Superintendent/President

Level 4: Arbitration

Grievant(s):

Specific Violation(s) Alleged:

Article(s) (number): *(quote article here)*

Statement of Grievance:

Remedy Required:

(Name)

(Date filed)

Job Title:

Department:

cc: (name)-CSEA Labor Relations Representative

(name)-CSEA Chapter 584 President

APPENDIX J

**RECLASSIFICATION
REQUEST FORM**

Victor Valley Community College CSEA Reclassification Request

*Reclassification means a possible change in classification as a result of the gradual increase of the duties being performed by the incumbent in that position NOTE: An increase of workload does not warrant a reclassification. Reclassification requests, and supporting documents, must be submitted to the Office of Human Resources by **June 30th** of the current year. A reclassification request can only be submitted once every two years.*

1. Background Information

Name:	Job Title and Level (8-16) (i.e. Custodian, Level 9):
Name of Department/Site:	
Primary Phone Number:	Primary Email Address:
Work Hours: Start Time _____ End Time _____	Full-Time / Part-Time / 10-Mo. / 11-Mo. / 12-Mo. (Circle one)
Length of Time in Current Position: Years _____ Months _____	Total Length of Time in District: Years _____ Months _____
Name / Title of Immediate Supervisor:	
Does your current job title accurately describe your position? Yes _____ No _____	
Proposed Job Title and Level:	

2. Summary and Justification

Please summarize your justification for the reclassification. **Please include only the specific duties that are outside of your current job description.** Please remember that an increase in workload does not justify a job reclassification, or salary increase.

3. Basic Functions

What basic function does your position serve in supporting your department/site to fulfill its purpose?

4. Specific Duties and Responsibilities

Representative Duties and Responsibilities

After reviewing your current job description, please address your essential job duties and what other duties you perform on an irregular or periodic basis. *Please complete the table below.*

Current Job Duties <u>Within</u> Current Job Description	Percentage % Overall	How Often? <i>Daily/Weekly/Monthly Quarterly/Annually</i>
Current Job Duties <u>Outside</u> Current Job Description		

TOTAL 100%
(The above percentage must total 100%)

5. Contact with Others

What other internal or external people or positions, outside your current job description, do you come in contact with?

Department/Position	Internal or External	Reason	How Often? <i>Continuous/Frequent Moderate/Infrequent</i>

6. Records and Reports you Coordinate or Prepare Outside your Current Job Description

Title of Report	Coordinate or Prepare	Reason for Report	Sent to	How Often? <i>Daily/Weekly/Monthly Quarterly/Semi-Annual Annually</i>

7. Accountability

A. Decision Making

1. Describe the most difficult and/or major decisions you make within and outside job duties.

B. Degree of Independence

1. Describe how your decisions are reviewed. Who performs these reviews and for what reasons?

2. Describe the level of supervision you receive (high, medium, low). Explain your level of independence.

C. Budget Responsibility and Signature Authority

1. What is the amount and type/name of the District budget for which you have direct accountability?

2. What is the greatest dollar amount you can authorize (signature authority)?

3. Can your decisions or actions positively or negatively impact the overall financial condition of the District?
Please explain.

8. Knowledge and Abilities Outside your Current Job Description

A. Knowledge

List the specific areas of knowledge that a person must possess to perform your job successfully for those duties outside your current job description. Some of the areas to consider are: knowledge of technical concepts, specific software, federal, state or applicable governmental regulations.

B. Abilities

List the specific abilities that a person must possess to perform your job successfully for those duties outside your current job description. Some of the areas to consider are: abilities to perform certain functions, plan, create, explain, develop, prepare, maintain, repair, operate, administer, coordinate and review.

9. Education, Training and Experience Requirements

(Your responses will not keep you from retaining your current position)

A. Indicate the qualifications and requirements for successful performance for those job duties outside your current job description.

B. Describe what additional education or training is necessary to perform those duties outside your current job description.

10. Working Conditions and Physical Requirements outside your Current Job Description

11. Other

If you wish to present additional information about your job duties outside your current job description, please use this space.

12. Per Article 25.2.5: A unit member shall have a personal interview with the Reclassification Committee.

I HAVE READ CSEA CHAPTER 584 ARTICLE 25 ON RECLASSIFICATION. TO THE BEST OF MY KNOWLEDGE, THE INFORMATION PRESENTED HERE IS ACCURATE AND COMPLETE AS IT RELATES TO DUTIES OUTSIDE MY CURRENT JOB DESCRIPTION. **I HAVE READ AND ATTACHED MY CURRENT JOB DESCRIPTION.**

I UNDERSTAND THAT ACCORDING TO ARTICLE 25.2.9, IF THIS RECLASSIFICATION IS APPROVED, THE SALARY CHANGE WILL BECOME EFFECTIVE ON MARCH 1 OR OCTOBER 1 AFTER THE RECLASSIFICATION COMMITTEE RECOMMENDED APPROVAL.

Signature

Date

Submit your original completed and signed request form to the Office of Human Resources no later than the close of business on June 30th of current year. Please keep a copy of your request for your records.

For Human Resources Use Only:

	<u>Date</u>
Submitted to HR	_____
Current Job Description Attached	_____
Proposed Job Description Attached (Optional)	_____
Given to Supervisor	_____
Supervisor Response Due (15 working days)	_____
Employee Interview Date	_____
Committee Decision (within 4 months)	_____
President Decision	_____
CSEA Negotiation	_____
Board approval date	_____
Salary Change effective date if applicable	_____