

AGREEMENT BETWEEN

THE RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
and
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
and its
CHAPTER 579

July 1, 2025 through June 30, 2028

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PREAMBLE

The following Agreement between the District and CSEA is recorded in written form to meet the requirements of Government Code 3540, et seq, and, more specifically, wages, hours of employment, and other terms and conditions of employment as defined therein in exchange for services.

ARTICLE 1

AGREEMENT AND RECOGNITION

This agreement is between the Rancho Santiago Community College District (hereinafter referred to as "District") and the California School Employees' Association and its RSCCD Chapter 579 (hereinafter referred to as "CSEA"). Reference to "the parties" shall include both the District and CSEA.

The District hereby recognizes CSEA as the sole and exclusive representative of all classified unit members enumerated in Exhibit D, attached hereto and incorporated herein by reference as part of the agreement.

When new classifications are created, both parties shall endeavor to reach an agreement to determine if they are to be included in the bargaining unit. CSEA and the chapter president shall be given thirty (30) days written notification of the recommendation of the creation of a new classification before Board approval. If the District does not receive a response within that thirty (30) day period, CSEA waives any right to object to the designation proposed by the District. Disputed cases shall be submitted to the Public Employees Relations Board (hereinafter referred to as PERB) in accordance with that agency's rules and negotiations.

For the purposes of interpreting this contract when referring to classified employees, RSCCD and CSEA have agreed to define those classified employees as listed below:

1. Classified Unit Member – all employees whose employment is defined by the CSEA Contract (generic term unit-employee or employee).

2. Permanent Unit Member - one who has been employed more than 6 months.

3. Probationary Unit Member - one who has been employed less than 6 months.

4. Salaried Full-time Unit Member - one who works 40 hours per week. Receives benefits as defined in the CSEA Contract.

5. Salaried Part-time Unit Members – Salaried employees who works more than 20 hours but less than 40 hours per week. Receives pro-rated benefits as described in the CSEA Contract.

6. Percent of Contract Unit Member – one who works less than 20 hours per week for a fixed number of hours per week. Receives pro-rata benefits as described in the CSEA Contract with the exception of Health and Welfare.

7. Hourly Unit Members – one whose classification is defined as up to 19 hours per week, may or may not include flexible schedules. (i.e.: flexible start times, days of week, etc.). Receives pro rata benefits as described in the CSEA Contract, with the exception of Health and Welfare, based upon hours worked each month.

The following are outside of the contract but referred to as defined by Ed. Code:

Substitute and short-term employees employed and paid for less than 75% of a school year, apprentices, and professional experts employed on a temporary basis for a specific project, regardless of length of employment; full-time students employed part-time; all as defined in Education Code section 88003.

A substitute employee means any person employed to replace any unit employee who is temporarily absent from duty or who is filling a permanent position which the district is engaged in a procedure to fill.

Substitute employees may work not more than 90 calendar days in a substitute assignment while the District is engaged in a procedure to fill the vacant permanent position.

ARTICLE 2

EFFECT OF AGREEMENT

2.1 This agreement shall constitute the full and complete agreement between both parties. This agreement may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this agreement.

2.2 During the term of this agreement, the District and CSEA expressly waive and relinquish the right to bargain collectively on any matter whether or not specifically referred to or covered in this agreement, even though not within the knowledge or contemplation of either party at the time of negotiations; even though during negotiations the matters were proposed and later withdrawn; however, nothing herein shall preclude bargaining collectively for a successor collective bargaining agreement during the term of this agreement.

2.3 It is understood and agreed that the specific provisions contained in this agreement shall prevail over Board policy, Administrative Rules and Regulations, District practices and procedures, and over State laws to the extent permitted by law.

ARTICLE 3

SEVERABILITY AND SAVINGS

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

3.2 **Replacement for Severed Provisions** - In the event of suspension or invalidation of any article or section of this agreement, the parties agree to meet and confer within thirty (30) days after such determination.

ARTICLE 4

NEGOTIATIONS

4.1 **Successor Agreement/Reopeners** - The parties agree to conduct negotiations on the matter of a successor agreement or reopeners on wages, hours and other terms and conditions of employment.

4.2 **CSEA Proposal** - CSEA's initial proposal shall be submitted to the District no later than April 15 of each contract renewal or reopener year.

4.3 **Public Notice and Hearings** - The District shall cause all public hearings and publish CSEA's initial proposal within thirty (30) days of presentation of CSEA's initial proposal. The District shall cause all public hearings and publish its initial proposal within sixty (60) days of CSEA's initial proposal.

4.4 **Commencement of Negotiations** - Negotiations shall commence at a mutually acceptable time and place for the purpose of considering changes in the agreement.

4.5 **Impasse** - If notice has been given in accordance with the preceding sections, and the parties have not been able to agree upon terms of a new agreement, either party may institute impasse procedures according to the impasse procedures of the Government Code.

4.6 **Release Time**

4.6.1 Negotiations

4.6.1.1 A maximum of five (5) authorized unit members of the CSEA collective bargaining committee shall be released from their regular work duties, with pay, when negotiating meetings are scheduled during regular working hours. Negotiation team members shall be allowed to adjust their work hours when negotiation meetings extend beyond the team member's scheduled working hours. Each authorized Negotiation team member will be provided with up to two (2) hours of release time for negotiation preparation preceding each scheduled negotiation session between CSEA and the District.

4.6.1.2 Scheduling of release time shall be coordinated through Human Resources with the respective supervisor.

4.7 **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.

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

4.8.1 Should any new agreement (side letter) be reached after the agreement is signed by both parties, the side letter shall be made available at Human Resources to any unit members upon request.

All 'side letter' agreements reached prior to this contract which are still in effect shall be made available at Human Resources to any unit members upon request.

ARTICLE 5

MAINTENANCE OF OPERATIONS

5.1 It is recognized that the need for continued and uninterrupted operation of the District is of paramount importance and that there should be no interference with such operations.

5.2 CSEA agrees that neither CSEA nor any person acting in its behalf will cause, authorize, engage in, sanction, nor will any of its members take part in, at the request of CSEA, a strike against the District, or the concerted failure to report for duty, or willful absence from their duties of employment. The District agrees that it shall not cause or engage in a lockout.

5.3 Nothing contained in this Agreement shall be construed to restrict or limit the District in its right to seek and obtain such judicial relief as it may be entitled to have under law for any violation of this or any other Article; and to take such action as it deems necessary to discipline and/or discharge any unit member for violation of this Article.

5.4 Unit members shall not be entitled to any wages or benefits whatsoever, including but not limited to, life insurance, health insurance, vacations, wages, or any other compensation while engaged in any strike, concerted failure to report for duty, or other willful absence from their duties of employment.

ARTICLE 6

MANAGEMENT RIGHTS

6.1 CSEA recognizes and agrees that the exercise of the expressed and implied legal powers, rights, duties, and responsibilities of the District, e.g., the adoption of the policies, rules, regulations, and practices in furtherance of these powers, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms of this agreement.

6.2 CSEA recognizes and agrees that the District powers, rights, authority, duties, and responsibilities include, but without limiting the generality of the foregoing, the exclusive right to:

manage its operation;

direct, select, decrease, and increase the work force, including but not limited to hiring, demotion, suspension, layoff, or discharge;

maintain discipline and efficiency of unit members, to prescribe rules to that effect, to establish and change standards, to determine the qualifications of employees;

make all plans and decisions on matters involving its operations;
determine solely the extent to which the facilities of any department thereof shall be operated, the additions thereto, the removal of equipment, the outside purchase of products or services, the materials to be used, and the right to introduce new, or improved, methods and facilities;

change or alter any existing methods and facilities; and

regulate quality and quantity of services and to otherwise take any actions desired to run the entire operation efficiently.

6.3 CSEA recognizes and agrees that the District retains its rights to amend, modify, or rescind policies and practices referred to in this agreement in case of emergency. An emergency is considered an act of God, a natural disaster, or other dire interruption of the District program. Where an emergency is declared, the District shall immediately notify and consult with CSEA. CSEA agrees it will abide by such emergency decision of the Board during the declared emergency.

6.4 CSEA recognizes the Board as the duly elected representative of the people and agrees to negotiate only with the representatives officially designated by the Board to act in its behalf. CSEA further agrees that neither it nor any of its members or agents will attempt to negotiate privately or individually with the Board, any Board member, administrator, or other person or persons not officially designated by the Board as its representative.

ARTICLE 7

ASSOCIATION RIGHTS AND NON-DISCRIMINATORY PRACTICES

7.1 The District agrees not to negotiate with any other organization in matters upon which CSEA is the exclusive representative, and agrees not to negotiate with any member of the unit individually during the duration of this Agreement on matters subject to negotiations. There shall be no reprisal or retaliation against any Bargaining Unit member for the exercise of any rights granted to them under the provision of this agreement.

7.2 **Distribution of Materials**

CSEA may distribute organizational literature on District property, provided there is no interference with District business. No one shall be allowed to distribute materials in a manner which distracts unit members while performing their duties. Literature and similar materials may be distributed only at payroll distribution points, in site location(s) designated by the Chancellor or in mailboxes, upon CSEA request.

7.2.1 Posting of Materials

Posting of organizational recruiting notices, posters, and similar materials will be permitted only on designated bulletin boards or other appropriate areas as determined by the Chancellor or designee. Each work site shall have a bulletin board assigned to the CSEA for its exclusive use.

7.3 **Unit Member Organization Contact Procedures**

CSEA shall notify Human Resources of the authorized representative of the organization. The authorized representative shall notify Human Resources and supervisor of their presence on campus. The authorized representative may not interfere with unit members during hours of duty assignment.

7.4 **Use of Facilities**

Advance request for use of District facilities must be made in accordance with established District procedure whenever the CSEA Chapter 579 wishes to schedule use of a District facility to conduct organizational meetings. Where special or additional costs for clean-up services are required, such services shall be charged to CSEA. The District shall provide office space, furniture, including computer(s) and related equipment for the use of CSEA. No rental charge will be made to CSEA for use of District facilities. Should a phone be installed, at the request of CSEA, CSEA will pay the monthly costs of the telephone service.

7.5 **Contract Printing and Distribution**

The District shall print and provide without charge a copy of this contract to the unit's executive board members within thirty (30) working days after the parties have proofread and signed the document. All new unit members covered by this agreement shall be given a copy of this Agreement, without charge by the District, at the time of their employment. Each unit member shall be sent, through District e-mail, a link to the CSEA Agreement upon ratification by CSEA and the District including any subsequent written changes to this Agreement.

7.6 **Release Time**

The CSEA chapter president or designee shall be given release time of a minimum of 22 hours per week without loss of compensation, to conduct union business, including standing meetings with District Administration.

CSEA may allocate any portion of this time to its representatives and will annually submit to the Vice Chancellor of Human Resources a list of CSEA officers who may utilize this release time. Should there be updates to the list of officers, an updated list will be provided to the Vice Chancellor of Human Resources, for release time to proceed.

CSEA representatives will make every effort to ensure that the release time does not interfere with District operations. The supervising administrators will also make every effort to grant the requested release time, except in circumstances where an adequate level of service cannot be maintained in the absence of the union representative. In such circumstances, an alternative release time will be agreed upon and granted.

Requests for release time must be submitted to a unit member's immediate supervisor with as much advance notice as possible, and at least 24 hours in advance. If less than the 24 hours is given, a supervisor does not have to permit the requested release time, except in exigent circumstances. Release time is categorized as a form of leave and must be submitted District's electronic absence and timecard form. A shared spreadsheet will be developed and updated by individuals using release time, so that Human Resources and the Chapter President are aware of release time taken.

While it is acknowledged there is no obligation to grant release time beyond the minimum allocation of 22 hours a week, the District also acknowledges unanticipated situations may arise, previously unknown to the chapter president, requiring union representation, which cannot be rescheduled, which may include any of the following. In such situations, the chapter president should reach out to the Vice Chancellor of Human Resources, or designee, for granting that additional release time or assistance in rescheduling the matter.

1. Attendance at a meeting to represent a grievant
2. Attendance at a meeting to represent a unit member in an investigation or disciplinary proceedings
3. Attendance at a meeting to assist in the administration of the Agreement

The release time does not include District events to which CSEA has been formally

invited, in an official capacity, such as College Convocation, or Classified Employee Appreciation Week events.

In situations where the weekly minimum is likely to be exceeded, the Chapter President will contact the Vice Chancellor of Human Resources or designee to discuss additional release time or assistance in rescheduling the matter.

7.7 State Conference

The District shall grant all the CSEA's authorized delegates five (5) days' paid leave for the purpose of attending CSEA's annual conference.

7.7.1 Definition of all means two delegates for the first 150 members and one additional delegate for each additional one-hundred (100) members or fraction thereof.

7.8 Contracting Out

The District may contract out classified work in accordance with Education Code Section 88003.1

7.9 Transfer of Bargaining Unit Work

All bargaining unit work currently performed by the classified service shall not be transferred to non-bargaining unit members.

7.10 Board Policies

The District shall provide CSEA and the President with copies of all Board policies related to classified personnel and update them as needed.

7.11 Non-Discrimination

7.11.1 CSEA recognizes that the District is committed to building a community that aligns with principles of equal employment opportunity. The District and the Association further agree to facilitate a work environment of non-discrimination and anti-harassment.

7.11.2 The District shall not interfere with, intimidate, restrain, coerce or discriminate against employees because of the exercising of rights provided for and outlined in this Agreement. Further, the District and the Association agree to adhere to a policy of nondiscrimination and to comply with all Federal and State laws, regulations, and mandates. To that end, no employee in the bargaining unit shall be appointed, reduced, removed, or in any way favored or discriminated against because of the employee's protected status as defined in the District's Non-Discrimination policy.

7.11.3 Any unit member who feels they have been discriminated against or harassed on the basis of a protected classification under the law, may file a complaint using the District's civil rights complaint procedure. A copy of the District's anti-harassment/nondiscrimination complaint form shall be available through the District's online platform.

7.11.4 Discrimination complaints and concerns under this section are addressed through the District Administrative Regulations are therefore not grievable under Article 13 of this contract.

7.12 The CSEA Executive Board shall be granted release time to travel to Chapter meetings or for union business.

7.13 **Job Stewards**

The District recognizes the need and affirms the right of CSEA to designate Job Stewards from among classified employees in the unit. It is agreed that CSEA, in appointing such representatives does so for the purpose of promoting an effective relationship between the District and classified employees by helping to settle problems at the lowest level of supervision.

7.13.1 CSEA reserves the right to designate the number and method of selection of Job Stewards. Two (2) stewards shall be designated by CSEA as Grievance Chairpersons. CSEA shall provide the District with an up-to-date list of the names of the Job Stewards.

7.13.2 Job Stewards may schedule up to 16 hours each week to discuss possible grievances with unit members or CSEA or to represent classified unit members relative to the rights afforded under this Agreement.

7.13.3 A Job Steward shall be granted release time with pay to accompany a CAL -OSHA representative conducting an on-site walk around safety inspection of any area, department, division, or other subdivision for which the Job Steward has responsibilities as a Job Steward.

7.13.4 Job Stewards are entitled to seek and obtain assistance from CSEA Staff Personnel through the CSEA President for the purpose of processing grievances and matters related thereto and other reasons relating to wages, hours, and terms and conditions of employment covered by this Agreement.

7.14 In the event any CSEA member is elected or appointed to a CSEA statewide office or committee, the District agrees to negotiate appropriate release time for that individual.

7.15 **Site Representatives**

Site Representatives will be allowed 2 hours release time a year to meet. A list of Site Representative will be provided to HR and a request sent to their supervisors 5 days in advance of any meetings.

7.16 **Participatory Governance Reassigned Time**

The District affirms the right of CSEA to contribute to participatory governance, which includes time for representatives to attend and prepare for committee meetings, taskforces, or other governance groups when appointed by CSEA. CSEA will provide the District and supervisors with the appointments at the start of each year, and as needed throughout the year. Any CSEA member appointed will immediately notify their immediate supervisor and provide the meeting schedule for the year.

ARTICLE 8

EVALUATION PROCEDURES

8.1 The purpose of evaluating employee job performance is to ensure the continuous improvement of services that support the District's educational mission and operational functions. Performance evaluations are intended to (1) recognize areas where employees are meeting expectations, (2) identify opportunities for growth and improvement, and (3) promote professional development aligned with the District's strategic goals. Evaluations also provide an opportunity for coaching and support, ensuring that employees have the necessary resources and guidance to enhance their skills, contribute to institutional effectiveness, and advance the District's overall mission.

8.2 **Frequency**

8.2.1 Probationary unit members shall be evaluated at the completion of their third (3rd) and fifth (5^{th}) month of probationary service.

8.2.2 Permanent unit members shall be evaluated at least every third year. On an annual schedule, evaluations will be completed by June 1 and submitted to Human Resources by June 15.

8.2.3 Probationary or permanent unit members may be evaluated more frequently as determined by the District. No permanent unit member shall be evaluated more frequently than every six (6) months.

8.2.4 Permanent unit members promoted to a higher classification may be evaluated at the completion of their (3^{rd}) month and prior to completion of their sixth (6^{th}) month of serving their probationary period in the higher classification.

8.3 **Evaluation Forms**

8.3.1 Forms used for evaluation shall be prepared by mutual agreement of CSEA 579 and the District and shall be considered a part of this Agreement (see Exhibit A).

8.4 **Evaluation Criteria**

8.4.1 Evaluations shall be prepared by the immediate supervisor. The immediate supervisor must have supervised the permanent unit member for a period of at least three (3) months prior to completing the evaluation.

8.4.2 The performance evaluation shall be based on job-related criteria, and workplace behavior which shall include input from the unit member, direct observations, and verified 3^{rd} party information related to the unit member's job classification.

8.4.3 Any performance evaluation, by employee request, conducted by a newly assigned manager (within 6 months) that requires a personal improvement plan shall be subject to review by Human Resources in consultation with CSEA.

8.5 Evaluation Discussion

8.5.1 The unit member shall be notified in writing of an evaluation discussion at least three (3) working days prior to the evaluation discussion. The completed evaluation form shall be shown to the unit member being evaluated and each item discussed, with a minimum of thirty (30) minutes allocated to the unit member to discuss the evaluation and ask or answer pertinent questions. Generally, evaluation discussions shall be conducted between the immediate supervisor and the unit member. If the immediate supervisor desires to have another administrator or manager present, the immediate supervisor shall notify the unit member at least three (3) working days in advance. A CSEA representative will be present if the unit member requests representation.

8.5.2 No evaluation of any unit member shall be placed in the personnel file without an opportunity for discussion between the unit member and the evaluator. All evaluations shall be confidential.

8.6 Needs Improvement Performance

Needs improvement performance ratings must be supported by a specific explanation of the deficiencies, recommended strategies for measurable improvement, defined timelines for achieving improvement, and provisions for assisting the unit member in implementing the recommendations. Before assigning a Needs Improvement rating, the immediate supervisor shall discuss performance concerns with the unit member. These discussions shall be documented in writing and provided to the unit member.

8.7 Signature

The unit member and their immediate supervisor shall sign the evaluation form. Signing the evaluation form does not indicate that the unit member agrees or disagrees with the evaluation form, but merely that they have seen it. The unit member shall be given a copy of the evaluation form at the conclusion of the meeting.

8.8 Comments

8.8.1 The unit member shall be informed at the evaluation meeting of the right to prepare and attach to the evaluation any written comments deemed necessary.

8.8.2 The unit member does have a right to appeal or grieve the evaluation. The unit member does have a right to submit a rebuttal to the evaluation including addressing any perceived factual errors within thirty (30) calendar days of receipt of the evaluation. The written rebuttal and any supporting documents will be attached to the evaluation and placed in the official personnel file. A unit member may also file an appeal through the established grievance procedures on the grounds that the evaluation procedures specified in the Article have not been followed in the preparation of their evaluation.

8.9 **Filing**

All evaluations, along with any attached comments by the unit member and supporting documents, shall be kept confidential and filed in the unit member's official personnel file.

ARTICLE 9

PERSONNEL FILES

9.1 Official Personnel File

The official personnel file of each unit member shall be maintained at the District central administration office. No adverse action shall be taken against a unit member based upon written material which has not been provided to the unit member before placing within the official personnel file, unless otherwise required by law.

9.2 Procedures Regarding Derogatory Material

9.2.1 A unit member shall be provided a copy of derogatory written material prior to the time such material is placed within the official personnel file.

9.2.2 Upon receipt of such derogatory written material, the unit member shall have ten (10) working days to request a review of the written material. The request shall be submitted in writing to the appropriate administrator at the next higher level stating the unit member's objections. The reviewing administrator shall determine whether the written material is appropriate, should be modified or whether no written material is warranted on the issue(s) contained in the document.

9.2.3 This review procedure is not applicable to performance evaluations.

9.2.4 The administrator's decision shall not be subject to grievance procedure.

9.3 Unit Member Response

If the reviewing administrator determines that any written derogatory material shall be placed in the unit member's personnel file, the unit member shall be provided a copy of the derogatory written material prior to the time such material is placed within the official personnel file. The unit member may, within thirty (30) calendar days of receipt attach a written response to the derogatory material for inclusion within the official file.

The unit member will be provided with up to two (2) hours of release time to discuss the written response with a CSEA job steward during regular work hours.

9.4 Right to Inspect and Copy

A unit member shall have the right during the unit member's non-working hours, to examine and have photocopied by Human Resources all materials (except for those obtained prior to employment or which were prepared by identifiable examination committee members, or were obtained in connection with a promotional examination) contained within the official personnel file. Using the District's authorization form, a unit member may name a designee to examine their personnel file and request photocopies of the file.

Advance appointments for examination may be required, and scheduled with District representatives. In the event the unit member is turned away, they will be scheduled within two (2) working days.

9.5 **Confidentiality**

Official personnel files are considered confidential and are available for review only to those persons having a legal right or authorization to inspect.

9.6 **Examination of File**

District shall have a representative present when any official personnel file is examined.

9.7 **Log of Inspection**

The District shall keep a log in each unit member's personnel file indicating the person or persons who have examined the file and the date such examinations were made. The log shall be maintained in the unit member's official personnel file. Such log and the unit member's personnel file shall be available for examination by the unit member or the unit member's designee.

ARTICLE 10

LEAVES

10.1 **Bereavement Leave**

Unit members shall be granted, without loss of salary or other benefits, five (5) days leave of absence due to the death of the unit member's spouse/registered domestic partner, parent, or child.

10.1.1 Unit members shall be granted, without loss of salary or other benefits, leave of absence not to exceed three (3) working days, five (5) working days if two hundred miles' travel in one direction is required, upon the death of any member of the unit member's immediate family except as noted in 10.1.

10.1.2 "Member of the immediate family," as used in this section, means blood, step and foster relations limited to the parents, grandparent, grandchild, spouse, child, sibling, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, father-in-law, of the unit member or their spouse or any person living in the unit member's household excluding strictly landlord/tenant relationships.

10.1.3 Unit members may take two additional unpaid days of bereavement leave, even when out-of-state travel is not required. Unit members may supplement the two additional days of unpaid bereavement leave with any other qualifying paid leave available to them.

10.1.4 Unit members must notify their supervisor as soon as it is known that bereavement leave is needed, and no later than the day prior to the start of the leave, except in exigent circumstances when it is not previously known the bereavement leave may occur. If abuse of bereavement leave is reasonably suspected, the District may request documentation of the need to take the leave.

10.2 **Jury Duty**

10.2.1 When called for jury duty in the manner provided by law, unit members shall be granted a leave of absence without loss of pay for the time the unit member is required to perform jury duty during the unit member's regularly assigned working hours.

10.2.2 Request for jury duty leave should be made by presenting as soon as possible the official court summons to the unit member's immediate supervisor and the District payroll office through regular administrative channels.

10.2.3 Reimbursement to the District of any monies earned as a juror, except meals, mileage, and/or parking allowance, may be made by the unit member. In the absence of each reimbursement, the District shall deduct from the unit member's wages the equivalent of monies earned as a juror.

10.2.4 A unit member called for jury duty shall not be encouraged in any way to seek exemption from such duty nor shall they be discriminated against in any way for not seeking such exemption.

10.2.4.1 Unit members are required to report to work during any day in which jury services over four (4) hours are not required. Unit members shall be excused from four (4) hours of work for any assigned shift in such cases. Unit members are not required to report to work for any assigned shift during any day in which jury services for more than four (4) hours are required.

10.3 **Personal Necessity Leave**

10.3.1 A unit member may be granted a maximum of seven (7) days' leave of absence in any school year without loss of pay, in cases of personal necessity. Such leaves shall be deducted from the unit member's accumulated sick leave.

10.3.2 Personal necessity leave specifically does not include any recreational use nor any use related to present or prospective employment. Necessity leave must meet one of the following qualifications:

10.3.2.1 Leave request is on matters of compelling personal importance which cannot be accomplished other than during the unit member's regular assigned working hours, or deferred to a more convenient date or time to accommodate the regular work schedule.

10.3.2.2 Leave request is caused by serious illness or death of a member of the immediate family; an accident involving their person or property, or, the person or property of a member of their immediate family; or appearance in court as a litigant or a witness under official order except as a witness adverse to the District or as a litigant in an action adverse to the District.

10.3.2.3 Personal Necessity leave must be requested at least five (5) calendar days in advance and approved by the appropriate administrator, who also reserves the right to verify such request by an appropriate means. The requirement for five days notification and approval shall not be mandatory if the nature of the personal necessity precludes advance notice or permission or in the case of death or serious illness of a member of the unit member's immediate family, or an accident involving his person or property, or the person or property of a member of the unit member's immediate family.

10.4 "Immediate family" will be interpreted in accordance with Article 10.1.2.

10.5 **Conference or In-Service Training**

Upon application, the Chancellor or designee, may grant to a unit member leave with pay (unless otherwise stipulated prior to attendance) for educational conference or in-service training which, in the sole discretion of management, will improve District operations or the ability of the unit member to more effectively perform their duties. All conference requests must be approved or denied within ten (10) working days by the appropriate administrator on the conference request form.

Unit members attending educational or in-service training on weekends will have their schedule adjusted for that week to facilitate attendance. If adjusting the schedule is operationally feasible, the unit member will be compensated in overtime pay or comp time, in accordance with Article 14.6 or 14.7.

10.6 **Industrial Accident or Illness Leave**

10.6.1 Unit members shall receive sixty (60) days' leave with pay in any one (1) fiscal year for an industrial accident or illness. An industrial accident or illness is defined as one where the unit member becomes ill or is injured while they are serving the District.

10.6.2 Industrial accident or illness leave will commence on the first (1st) day of absence. Allowable leave shall not be accumulative from year to year. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the unit member shall be entitled to only that amount remaining for the same illness or injury at the end of the fiscal year in which the injury or illness occurred.

10.6.3 After the sixty (60) days has been exhausted, the following leave time may be used for additional leave. At the unit member's option, leave may be used in the following order:

a. accrued sick leave
b. compensatory time
c. vacation
d. extended sick leave

10.6.4 Payment for wages lost on any day shall not, when added to an award granted the unit member under the worker's compensation laws of this state, exceed the normal wage for the day. Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under worker's compensation.

10.6.5 The industrial accident or illness leave of absence is to be used in lieu of entitlement acquired under Section 88191 of the State Education Code. When entitlement to industrial accident or illness has been exhausted, entitlement to other sick leave will then be used; but if a unit member is receiving worker's compensation, they shall be entitled to use only so much of their accumulated or available sick leave, accumulated compensation time, vacation, or other available leave, which when

added to the worker's compensation award, provides for a full day's wage or salary.

Periods of leave of absence, paid or unpaid, shall not be considered to be a break in service of the unit member.

10.6.6 During all paid leaves of absence, whether industrial accident leave as provided in this section, sick leave, vacation, compensated time off, or other available leave provided by law, or the action of the Board, the unit member may endorse to the District wage loss benefit checks received under the worker's compensation laws of this state. In the absence of such endorsements, the District shall deduct from the unit member's wages the equivalent of the amount for such wage loss benefit checks. The District, in turn, shall issue the unit member appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions. Reduction of entitlement to leave shall be made only in accordance with this section.

10.6.7 When all available leaves of absence, paid or unpaid, have been exhausted and if the unit member is not medically able to assume the duties of their position, they may be placed in another available position in which they are medically able to assume the duties and meets the minimum qualifications. They shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months. When available, during the thirty-nine (39) months period, they shall be employed in a vacant position in the class of their previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case there shall be listed in accordance with appropriate seniority regulations. A unit member who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed. The District shall require certification by the attending physician that the unit member is medically able to perform the duties of their position.

10.6.8 Any unit member receiving benefits provided in this section shall, during periods of injury or illness, remain within the State of California unless the District authorizes travel outside the state.

10.7 **Sick Leave**

10.7.1 Unit member employed five (5) days a week shall be entitled to twelve (12) days of leave of absence for illness or injury with full pay for a fiscal year of service. This entitlement shall be credited at the commencement of employment or at the start of each succeeding fiscal year (July 1) to salaried unit members. Fractional assignments, including 19 hours or less, shall receive proportionate leave entitlement.

10.7.2 Unit members employed five (5) days a week or less than a full fiscal year are entitled to that portion of twelve (12) days' leave of absence for illness or injury as the number of months they are employed bears to twelve (12). Unit members employed less than five (5) days per week shall be entitled, for a fiscal year of service, to that proportion of twelve (12) days' leave of absence for illness or injury as the number of days they are employed per week bears to five (5). When such

unit members are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.

10.7.3 Pay for any day of such absence shall be the same as the pay which would have been received had the unit members been on a paid status during the day. Credit for leave of absence need not be accrued prior to taking such leave by the unit member and such leave of absence may be taken at any time during the year. New 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 entitled under the policy, until the first (1st) day of the calendar month after completion of six (6) complete months of active service with the District.

10.7.4 If the unit member does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year.

10.7.5 Sick leave may be used for visits to medical doctors, dentists, optometrists, oculists, chiropodists, chiropractors, psychiatrists, and Christian Science practitioners. Upon approval of the immediate administrator, such leave shall be reasonably scheduled so as to interfere as little as possible with the operations of the District and shall be of reasonable duration.

10.7.6 All sick leave absence or use shall be reported in writing to the Chancellor or designee. When abuse of sick leave is suspected, or excessive over a period of time, the District reserves the right to require medical verification for any illness. The medical verification from the doctor shall include the necessity for absence from work based on the illness and length of time unit member will be unable to return to work.

10.7.7 Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, are, for all job-related purposes, temporary disabilities and shall be treated as a condition of illness.

10.7.8 Unit members must be in active employment or on paid leave to earn sick leave. Unit members on extended illness leave are eligible to earn sick leave. Sick leave may be used only on those days when the unit member is required to report for duty but cannot do so because of illness or injury. Unit members who become ill or injured but are not required to report, such as those on leave or vacation, may use sick leave credits without a return to active service, provided the unit member furnishes adequate notice, relevant supporting information, and/or verification of illness or injury forming the basis for such interruption or termination. Where a unit member is separated prior to rendering a complete fiscal year of service, the sick leave entitlement for the partial year shall be that proportion of twelve (12) days' leave as the number of months in the fiscal year they were employed bears to twelve (12).

10.7.9 Sick leave shall not be earned when a unit member is on leave without pay. Sick leave shall be earned for all paid leaves.

10.7.10 Any sick leave benefits earned but unused on the date of retirement shall be converted to retirement credit in accordance with Government Code Section 20862.5, or, its successor.

10.7.11 When a unit member is absent due to illness or injury, they shall notify their immediate supervisor or designee no later than two hours before the unit member's normal starting time for the shift, unless circumstances beyond the unit member's control make such notification impossible. The unit member shall notify their immediate supervisor or designee for each day of absence unless medical verification has been provided citing the number of days off or a return to work date. If a unit member is absent for five (5) or more days, or is hospitalized, they are required to provide a medical clearance to return to work.

10.7.12 Any classified unit members with one (1) year or more of employment in another school district, Community College District, or County Superintendent's Office in California shall be entitled to transfer the classified unit member's total unused balance of earned sick leave, as long as employment occurs within one (1) year of termination, subject to verification by the former employer.

10.8 **Extended Sick Leave, Catastrophic Illness Leave and Direct Employee Assistance**

Unit member shall be given the option of using vacation or comp time to extend sick leave prior to unit member being placed on extended sick leave. In no event shall unit members be allowed to combine vacation or comp time with extended sick leave.

10.8.1 Extended Sick Leave: A unit member whose sick leave, including both current and accrued, has been exhausted, and, where the total of such sick leave used in a given fiscal year is less than one hundred (100) working days, shall be entitled to and be compensated at, fifty percent (50%) of their regular daily rate of pay for the balance of one hundred (100) days. A unit member shall be required to present a doctor's statement stating the anticipated date the unit member will be able to return to full-time service to qualify for this extended leave benefit.

10.8.2 Catastrophic Leave: In the event of a catastrophic illness or injury, participating unit members who have exhausted all regular sick leave, vacation and compensatory time, may utilize a maximum of 100 days from the Catastrophic Leave Bank. The compensation shall be at fifty-percent (50%) of their daily rate. In the event of severe financial hardship, this benefit may be used concurrently with the benefit of article 10.8.1 (extended sick leave). Utilization of the Catastrophic Leave Bank is subject to mutual approval by the District and CSEA. Unit members become a participant by contributing sick leave to the bank. A unit member shall be required to present a doctor's statement stating the anticipated date the unit member will be able to return to full time service to qualify for this extended leave benefit.

Unit members may donate a minimum of one (1) day and a maximum of ten (10) days of sick leave per year. Upon separation from the district unit members shall be allowed to donate all unused sick leave to the bank. Unit members shall be given

the opportunity to contribute upon employment, and thereafter in May and November of each year. (See Human Resources for procedures).

Unit members must donate in order to use the illness bank.

10.8.2.1 **Definitions of Catastrophic Illness or Injury**

For purposes of Cal Plan, "Catastrophic Illness or Injury" is defined as a serious, debilitating physical or psychological illness or injury, as certified by a licensed physician, that:

1. incapacitates the employee so that the employee is not able to report to work and prohibits the employee from working a regular schedule for an extended period of time of not less than four (4) weeks; and
2. causes the employee to exhaust all the employee's available regular sick leave, supplemental sick leave, compensatory ("comp") time, and vacation time, and any other paid leave time.

Catastrophic illness or injury may include, but not be limited to, incapacitating diseases such as cancer, severe accident, major surgery, and treatment for life threatening illness.

Stress-related physical illnesses, elective surgery, normal pregnancy, workers' compensation claims (whether or not approved), intentionally self-inflicted injuries, illness or disability arising from substance abuse, minor injuries, or normal illness such as colds, flu, measles, allergies, headaches, etc., shall not constitute catastrophic illness or injury.

10.8.3 Direct Employee Assistance: When unit members or a member of their immediate family (Article 10.3.4) have an accident or illness requiring unit member's absence from work, and that absence would extend beyond all earned leave available, unit member may request assistance from unit members through CSEA. Subject to mutual approval by Human Resources and CSEA, a request for assistance shall be sent to applicable unit members by Human Resources. The Direct Employee Assistance is a onetime benefit per incident. Unit members may voluntarily contribute sick leave to assist unit member. Should the unit member not require all the leave contributed, the hours not used by unit member shall be contributed to the catastrophic leave bank.

10.9 Maternity Leave

The District shall grant maternity leave in compliance with Government Code Section 12945.

10.10 **Military Leave**

Military leave shall be granted in accordance with current law.

10.11 **Unpaid Leave**

Unit members may apply for unpaid leave at any time. The District may grant such leave provided the unit member's services are not needed or required by the District for the period of leave time desired, as determined solely by the District. When a classified unit member is on a leave of absence without pay, the unit member shall be allowed to pay the premiums, at the COBRA rate, to keep the unit member and unit member's dependents group health insurance in effect.

10.12 **Voluntary Furlough**

A unit member may apply for a reduction of their assigned hours per week as a voluntary furlough. The District may grant such leave provided the unit member's services are not needed or required by the district for the period of furlough time desired, as determined solely by the District. A request by a unit member to reduce the number of work weeks per month or work months per year shall not be considered a voluntary furlough and shall be handled under the other leave provisions of this article.

10.12.1 The unit member may apply for a voluntary furlough at any time. The term of the furlough may not extend beyond the end of the current fiscal year without being renewed by the unit member and the District.

10.12.2 The unit member's compensation shall be reduced proportionately for the term of the furlough.

10.12.3 Employee benefits, including health and welfare, sick leave, and vacation shall remain in effect as though the unit member was working their regular schedule, except in instances when the voluntary furlough is greater than three (3) months, unit members whose regular assignment is reduced to between 20 and 29 hours per week shall be entitled to employee benefits prorated at the same ratio as their regular work schedule, any balance due insurance carriers to paid by the unit member from payroll deductions. Unit members whose regular assignment is reduced to between 30 and 39 hours per week shall be entitled to the same employee benefits as their regular work schedule.

10.12.4 Eligibility for paid holidays will be handled in accordance with Education Code 88203. Unit members must be in paid status during any portion of the working day immediately preceding or succeeding the holiday to be eligible for holiday pay.

10.12.5 For the purposes of calculating seniority, a unit member participating in a furlough shall be treated as if their assignment had not been reduced. The furlough may be terminated at any time by mutual agreement of the unit member and the District. The unit member may unilaterally terminate the

furlough in the event of hardship. Hardships are defined as:

1. Death of a spouse
2. Divorce
3. Spouse's loss of employment
4. Economic hardship beyond the control of the unit member

10.13 **Parental Leave**

10.13.1 Pursuant to Education Code 87780.1, all unit members, who have been employed for 12 months may take up to a maximum of 12 weeks of leave for an absence occasioned by the birth or the placement of a child in connection with adoption or foster care, as provided by the California Family Rights Act (CFRA) and shall run concurrently with parental leave and the federal Family Medical Leave Act (FMLA) for a total of 12 work weeks during any 12 month period, pursuant to Government Code Section 12945.2.

10.13.2 There is no threshold number of hours that part-time unit members, as well as full-time unit members, must work in order to be eligible for parental leave. Parental Leave must be taken within 12 months after the birth/placement of the child and during a period that the unit member has an active scheduled assignment.

10.13.3 Unit members must use all his or her regular accrued paid sick leave for the purposes of parental leave. Upon exhaustion of sick leave, unit member shall be given the option of using vacation or comp time prior to the unit member being compensated at fifty percent (50%) of their current pay for the remaining period of the parental leave or the end of the current assignment, whichever comes first.

10.13.4 The unit member is entitled to take parental leave in intermittent periods within the 12-month period; however, the aggregate amount of parental leave taken shall not exceed 12 work weeks in the 12-month period. Intermittent parental leave must be taken in minimum leave durations of two weeks at a time. A unit member may be granted a parental leave request of less than two weeks no more than two times in a 12-month period.

10.13.5 When both parents of the child are unit members with the District and are employed within the same department, or division they may not be approved for concurrent or consecutive leaves as the District reserves the right to approve based upon District's need.

10.14 **Participation in School Activities of Children Leave**

10.14.1 Pursuant to Labor Code 230.8 a unit member who is a parent, guardian, stepparent, foster parent, or grandparent of, or a person who stands in loco parentis to a child, of one or more children in kindergarten or grades 1 to 12, inclusive, or attending a licensed child care provider, may take off up to 40

hours each year, not exceeding eight hours in any calendar month of the year, to participate in activities of the school or licensed child care provider of any of his or her children, if the unit member, prior to taking the time off, gives reasonable notice to the District of the planned absence of the unit member.

10.14.2 If both parents of a child work at the same worksite, the entitlement under 10.14.1 of a planned absence as to that child applies, at any one time, only to the parent who first gives notice to the District, such that the other parent may take a planned absence simultaneously as to that same child under the conditions described in 10.14.1 only if he or she obtains the District's approval for the requested time off.

10.14.3 Unit members shall utilize existing vacation, personal leave, or compensatory time off for purposes of the planned absence. A unit member also may utilize time off without pay for this purpose.

10.14.4 The unit member, if requested by their supervisor, shall provide documentation form the school or the licensed childcare provider as proof that he or she engages in child related activities. Such documentation means written verification of parental participation the school or licensed childcare provider deems appropriate and reasonable.

10.15 **Reproductive Rights**

1. Employees are entitled to five (5) days of paid leave for a reproductive loss event. A reproductive loss event is defined as a failed adoption failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction. The leave must be taken within three (3) months of the event and may be taken on non-consecutive days.

10.16 **Family Leave**

Unit members shall be entitled to Family Leave as set forth in the Family Medical Leave Act. For the purposes of establishing Family and Medical Leave Act entitlement, the leave year shall be the fiscal year commencing July 1 and ending June 30.

Unit members shall be allowed to use up to one-half of their annual sick leave allocation (6 days) to care for an ill child, parent or spouse (AB109). Hourly/on-going unit members shall receive prorated benefits.

ARTICLE 11

HOLIDAY LEAVE

11.1 Unit member shall be entitled to the following holidays with pay provided they are in a paid status during any portion of the working day immediately preceding or succeeding the holiday:

Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day
Winter Break (4-days)*
2025-2026: December 31
2026-2027: December 30
2027-2028: December 28

New Year's Day
Martin Luther King, Jr. Day
Lincoln's Birthday
Presidents' Day
César Chávez Day (March 31)
Spring Break (3 days) *
Memorial Day
Juneteenth (June 19)

*If a unit member (e.g. maintenance, custodial, or district safety staff) is required to work on a holiday, they shall be paid overtime for each day worked.

Unit members on alternate work schedules (e.g. 4/10, 9/80, or 36/4) may use compensation time, vacation, or unpaid leave to cover the extra 1-2 hours beyond the standard 8-hour holiday pay.

Part-time salaried unit members and those with partial contracts will receive pro-rated holiday pay based on their work week percentage compared to full-time salaried unit members.

Hourly unit members shall also receive prorated holiday pay based on their scheduled hours for the month of the holiday.

11.2 Holidays will be determined in the calendar development process as provided by Education Code. Holidays are counted as eight (8) hour days.

11.3 Should a holiday as enumerated above or any other designated by the governing board as a public holiday occur while a unit member is absent from work because of sick leave, vacation, or any other paid leave of absence, the holiday shall be considered as time worked and shall not be deducted from their other paid leave of absence.

11.4 Unit members working a 5-day work week shall be entitled to the same number of holidays, regardless of days worked (e.g., Monday-Friday or Tuesday-Saturday). When a holiday falls on a unit member's regular day off, they will receive an additional day off with pay, in lieu of the holiday. The additional day off with pay must be approved by their supervisor and taken within the fiscal year that the holiday occurs.

11.5 A unit member required by their supervisor to work on a holiday shall receive time-and-a-half pay in addition to their regular day's pay for work on the holiday. If the unit member does work and is paid overtime for working a holiday, they shall not receive an additional day off.

11.6 Winter and Spring breaks shall not be considered holidays for unit members who are not normally required to work during that period.

11.7 Unit members who are not normally assigned to duty during the school holidays of the winter recess shall be paid for those holidays provided they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period, in accordance with 11.1 above.

11.8 **Additional Holidays**

Every day declared by the President or Governor of this state as a public fast, mourning, thanksgiving, or holiday, which mandates the closure of the district's colleges or any day declared a holiday by the governing board shall be paid holidays for all unit members.

ARTICLE 12

VACATION LEAVE

12.1 Unit members are entitled to vacation allowance with pay. Unit members hired between the 1st and the 15th of the month, begin accruing vacation from the 1st of that month. Those hired on or after the 16th, begin accruing from the 1st of the following month.

12.2 If a paid holiday occurs during a unit member's vacation, it will not be charged against their vacation days.

12.3 A unit member who becomes ill, or injured during their scheduled vacation period, may request to convert that time to sick leave (with medical verification), and reschedule their vacation.

12.3.1 The request to the Chancellor or designee shall be accompanied by a statement of a licensed physician to be submitted upon the unit member's return to work stating that the unit member was unable to continue their scheduled vacation on the dates indicated.

12.4 Vacation leave may, with the approval of the District, be taken at any time during the school year after it has been earned. If the unit member is not permitted to take their full annual vacation, the amount not taken shall accumulate for use in the next year, subject to the maximum accrual limit. Hourly on-going unit members shall accrue vacation at the same ratio as their work schedule bears to the allowance of full-time salaried unit members. Full-time unit members may accrue up to fifty-four (54) days and hourly on-going unit members may accrue up to sixty (60) hours of vacation leave.

12.5 A unit member must work or be on paid leave of absence in order to earn full vacation leave for that month. A unit member in a paid status for less than a month shall accrue vacation at the ratio calculated for each hour of paid service as their allowance would be on a regular work basis.

12.6 When a unit member with accrued vacation leave is separated from the District, they shall be paid for the accrued vacation at their current rate of pay.

12.7 All unit members are encouraged to submit vacation requests as early as possible. All vacation requests must be submitted on the District absence e-form. All vacation leave must be approved or denied by the direct supervisor within ten (10) working days from the date submitted by the unit member. If the direct supervisor is on leave during this period, then it is the employee's responsibility to submit the vacation request to the area administrator. Management reserves the right to deny vacation if it is incompatible with operational needs. If denied, the vacation request must include a written explanation of the denial via the form submission process. Vacation shall be approved on a first come, first approve basis.

12.8 **Vacation Accrual Rates**

0 to 60 months of service:	(8 hours)
61 to 120 months of service:	(12 hours)
121+ months of service:	(16 hours)

12.9 Vacation in excess of twenty (20) consecutive working days requires prior District approval.

12.10 When a unit member requests, vacation leave shall be used to extend sick leave but cannot be combined with extended sick leave at 50% pay.

12.11 The District shall provide an online database containing each unit member's accrued vacation leave balance.

12.12 Unit members facing documented hardship may cash-out of up to 50% of their annual accrued vacation pending joint approval of CSEA and the Chancellor.

ARTICLE 13

GRIEVANCE PROCEDURE

13.1 **Definitions**

A. Grievance - a formal written allegation by a unit member aggrieved of a violation of a specific article, section, or provision of this Agreement.

1. "Grievance," as defined in this Agreement, shall be brought only through this procedure.

2. Actions to challenge or change the policies of the District as set forth in law, policies, rules and regulations and procedures not contained within this Agreement, must be undertaken under separate processes.

B. Grievant - any unit member or the exclusive bargaining representative covered by the terms of this Agreement who is aggrieved.

C. Day - a "day" (for purposes of this "Grievance" Article) any day on which the central administrative office of the District is regularly open for business.

D. Immediate Supervisor - the immediate supervisor is the first (1st) District-designated supervisor or manager, not within the same bargaining unit, who has immediate jurisdiction over the grievant.

13.2 **Time Limits**

A. Grievant who fails to comply with the established time limits at any step shall forfeit all rights to further application of this Grievance Procedure.

B. District failure to respond within established time limits at any step entitles the grievant to proceed to the next step.

C. Time is of the essence in all processing of grievances.

D. Time or procedural steps may be waived at any step by mutual agreement of CSEA and the District.

13.3 **Other Provisions**

A. Unit Member Rights - No probationary unit member may use this Grievance Procedure in any way to appeal discharge. No unit member shall use this Grievance Procedure to appeal any Board decision if such decision is a result of a State or federal regulatory commission or agency, or State or federal law decision.

B. The Grievant may be represented by a unit member job representative at Level I, and by a CSEA representative at all subsequent levels.

C. Grievance Processing – Limits

1. Any grievance regarding a provision of this Agreement that did not exist prior to the effective date of this Agreement shall not be processed under this Grievance Procedure.

2. Any grievance or alleged grievance which occurred or is alleged to have occurred and which the grievant knew about more than ninety (90) days prior to notification at Level I with the immediate supervisor shall not be processed by the District. Requests for necessary and relevant information by the grievant and/or bargaining unit shall cause the 90-day time limit to be held in abeyance until the information is provided to the requestor.

13.4 **Procedural Steps**

Level I – Oral

A. Within thirty (30) days of the time a unit member knew of an alleged grievance, the grievant shall orally discuss with the immediate supervisor/manager, or designee, the alleged grievance.

B. If a satisfactory resolution is not reached within five (5) days of the oral discussion, the grievant shall present, within five (5) days thereafter, on the District grievance form attached hereto and incorporated herein as "Exhibit B," the grievance in writing to the immediate supervisor/manager, or designee, as applicable.

Level II – Written

A. The immediate supervisor/manager, or designee, as applicable, shall communicate the decision to the grievant in writing on the grievance form within ten (10) days from receipt of the written grievance from Level I.

Each Article or Section being denied shall have a written response to each stating the reason for denial.

B. The immediate supervisor/manager, or designee, as applicable, or the grievant, may request another conference to discuss the grievance within the above time limits.

Level III - Administrator/Management

A. In the event the grievant is not satisfied with the decision at Level II, the decision may be appealed on the grievance form to the next higher manager, or designee, within ten (10) days.

B. In order to be processed or considered, the appeal shall include copies of the original grievance and decision rendered, and reason for appeal.

C. The next higher manager, or designee, shall hold a conference with the grievant, and communicate the decision to the grievant in writing on the grievance form within ten (10) days of receiving the appeal.

Level IV - President/Vice Chancellor

A. If the grievant is not satisfied with the decision at Level III, the grievant may appeal the decision in writing within ten (10) days to the appropriate President/Vice Chancellor or designee.

B. The appeal shall include a copy of the original grievance and appeals with decision rendered, and reasons for the appeal.

C. The appropriate President/Vice Chancellor or designee, shall hold a conference with the grievant, and communicate the decision in writing to the grievant within fifteen (15) days of receiving the appeal.

Level V – Chancellor

A. In the event the grievant is not satisfied with the decision at Level IV, the decision may be appealed on the appropriate District form to the Chancellor, with or without the concurrence and participation of CSEA within five (5) days.

B. In order to be processed or considered, the appeal shall include copies of the original grievance and decisions rendered, and reasons for the appeal.

C. Where the grievant appeals to the Chancellor, they shall communicate the decision to the grievant, in writing, within twenty (20) days of receiving the appeal. The Chancellor may hold a conference with the grievant within the above time limits.

Level VI – Arbitration

A. If CSEA wishes to proceed to arbitration, a request shall be made to the Human Resources Office within five (5) days of receipt of the Chancellor's decision. Should CSEA and the District be unable to mutually agree on the selection of an arbitrator, then,

    1. The Human Resources Office shall request a list of arbitrators from the State Mediation and Conciliation Service.

    2. Within five (5) days of receipt of the list, a representative of the District and a representative of CSEA shall alternately strike names from the list until only one name remains.

3. Upon receiving the request to move to arbitration, the Human Resources Office shall contact the selected arbitrator to schedule a hearing at the earliest convenience of the arbitrator. The parties agree to schedule the arbitration hearing within three (3) months of the request for arbitration.

   For the purpose of this section, to schedule arbitration means that the parties will contact the mutually selected arbitrator and request confirmation of a scheduled date for the arbitrator. Every effort will be made to schedule the arbitration hearing within three (3) months of the request for arbitration. Through mutual agreement, the hearing may be extended beyond the three (3) month period of time.

4. Arbitrator expenses, including any per diem fees, actual and necessary travel and subsistence expense, and other fees and expenses shall be shared equally by the parties. Other expenses shall be borne by the party incurring them. Neither party shall be responsible for the expense of witnesses called by the other who are not district employees.

   Unit members shall not suffer loss of compensation for time spent during regular duty hours as a grievant, representative, or witness at a hearing held pursuant to this Procedure; however, no more than four (4) unit members may participate in any one (1) grievance during working hours, whether grievant, representatives, or witnesses, unless otherwise approved in advance by the District.

5. The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted. If either party so requests, the arbitrators shall specifically rule upon the arbitrability of issues. If the parties cannot agree upon a statement of the issue to be arbitrated, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.

6. The District and CSEA agree that the jurisdiction and authority of the arbitrator may only render a decision on the interpretation of the express provision or provisions of this Agreement at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Agreement. The arbitrator shall be without power or authority to make any decision that requires the District or the administration to do an act prohibited by law.

7. After a hearing and after both parties have had an opportunity to make written or oral arguments, the arbitrator shall submit in writing, to all parties, his or her findings and award. The award of the arbitrator shall be binding on the Board of Trustees.

B. Arbitrator's Recommendation

1. The Board shall adopt the arbitrator's recommendation at its next regular meeting after receipt, providing a minimum of ten (10) days elapses from receipt to the Board meeting.

2. The Board may meet with the grievant and representatives to discuss other alternative solutions, if the arbitrator's decision would result in a proven financial hardship for the District. Any meeting to discuss alternative solutions does not release the District from the binding award recommended by the arbitrator unless agreed to in writing by all parties.

ARTICLE 14

WAGES AND HOURS

14.1 Salary

The salary schedule for 2025-2026 shall be increased by 8% effective July 1, 2025.

Effective beginning the 2026-2027 fiscal year, the salary schedule shall be increased by 3.2%.

Effective beginning the 2027-2028 fiscal year, the salary schedule shall be increased by 3.2%.

14.1.1 On July 1, 2025, the "Permanent Hourly Schedule" will be eliminated and part-time unit members on this schedule will be incorporated into the "Classified Professional Salary Schedule" (formerly "Permanent Contract Annual Salary Schedule").

In 2025-26, all current part-time unit members having served 10 years or less with the District will initially be placed at step one. All current part-time unit members having served more than 10 years with the District will initially be placed at step two.

14.2 Work Week and Workday

The established work week for unit members shall be from 12:01 a.m. Sunday to 12:00 a.m. the following Saturday. The work week for full-time unit members shall normally be forty (40) hours over a fixed and regular five (5) consecutive day period. The workday for full-time unit members shall normally be eight (8) hours. Alternative work schedules are contained in this Article, Article 15, and the Remote/Hybrid Work MOU.

Unit members of the Rancho Santiago Community College District may select one of the following alternative work schedules by agreement with their supervisor. The department supervisor will consult with the unit member(s) at least (10) working days prior to implementing a change of work schedule. All hours are exclusive of unpaid meal breaks. The designation of the established work week shall not preclude the unit member and supervisor from mutually agreeing to a temporary alteration of the work schedule.

a. 9/80 work schedule, consisting of 9 consecutive hours per day, 80 hours per two weeks consisting of eight 9 consecutive hour days and one 8 consecutive hour day.

b. 36/4 work schedule, consisting of four 9 consecutive hour work days and one 4 consecutive hour work day as follows: Monday through Thursday 9 consecutive hours a day, 4 consecutive hours on Friday.

c. 4/40 work schedule, consisting of 4 days per week, 10 consecutive hours a day.

d. 5/40 work schedule, 5 days per week, 8 consecutive hours a day.

e. Remote/Hybrid Work: Reference Remote/Hybrid MOU for process and procedures.

14.2.1 For unit members working the 9/80, 36/4 or 4/40 work schedules, overtime shall be earned after 9 hours per day under the 9/80 or 36/4 schedules, and 10 hours under the 4/40 work schedule. The work week shall be defined so that no unit member will be required to work more than 40 hours during any given work week, without the payment of overtime.

14.2.2 Holiday leave is granted based upon eight (8) hours equaling a day. Hours absent due to sick leave, vacation, personal necessity, and bereavement leave are subtracted from accrued/granted hours based upon actual hours absent due to illness, personal necessity, vacation, or bereavement leave.

14.3 **Work Schedules**

14.3.1 Each unit member shall be assigned a fixed, regular shift. The fixed shift may be changed by the District for business operations after notification to the affected unit member(s) and the President of CSEA 579 at least (10) days before the proposed change. The unit member(s) may request to meet with the appropriate administrator to discuss the proposed shift change and implementation date. That meeting may result in an extension of up to twenty (20) days for the implementation date. CSEA reserves the right to meet and negotiate the effects of any proposed work schedule change.

14.3.2 Unit members working less than twelve (12) months per year shall be provided their work schedule at the time of initial hire. Hourly/on-going unit members shall be provided a schedule of work hours at the time of hire.

14.3.3 It is understood that when a new shift is created for a classification and the intent is to fill the position with existing staff the most senior unit members shall be given their preferences. Seniority shall be based upon District seniority within the classification.

14.3.4 If an opening on a particular shift should occur, and the intent is to use existing staff, the unit member with the greatest seniority shall be given first choice to move to the vacant shift. The district shall assign the least senior person in the classification, should there be no volunteers.

14.3.5 Unit members will notify their immediate supervisor or designee when leaving the work site except for lunch periods, as defined in this article.

14.3.6 Summer Work Schedule: Each Summer, the District will implement a 4-day, 40-hour work schedule for District Operations and College Campuses for all classified unit members. This schedule will commence the week immediately after the end of

the Spring semester and continue to the week prior to the Fall Flex Week and will be noted on the Annual Employee Calendar.

a. Classified unit members wishing to work fewer than 40 hours per week may utilize earned vacation, personal necessity leave, accrued compensatory time, or voluntary furlough (if no paid leave is available) to meet the 10-hour workday requirement. Alternative work schedules are subject to the supervisor's approval and must comply with the provisions of this collective bargaining agreement.

b. When there is a holiday falling within this schedule, full-time employees will be granted ten (10) hours of holiday pay.

c. If a scheduled holiday falls on Friday, the holiday will be observed on the preceding day.

d. Hourly ongoing employees shall not be scheduled to work on a holiday.

e. Exceptions to this schedule may occur as follows:
   - District Safety and Security,
   - Unit members working in the Child Development Services,
   - District Facilities and College Facilities Departments,
   - Information Technology Services (ITS).

f. A variable work schedule may be approved subject to operational needs. Employees wishing to be considered for a variable work schedule shall submit a written request to their supervisor prior to April 1st, stating with specificity the reason for the request. Should operations permit, consideration may be given to employees with child or elder-care concerns. All other requests including requests due to non-District employment shall be evaluated on the basis of seniority. If a request is denied, CSEA may, upon request of the unit member, submit the decision for review by the Vice Chancellor of Human Resources.

14.4 **Swing/Graveyard**

14.4.1 All salaried unit members scheduled on a regular basis with one-half (0.5) or more of the daily hours between 5:00 p.m. and 12:00 a.m. shall receive additional monthly pay of five percent (5%) and shall be employed, with Board approval, at the differential rate (Swing).

All salaried unit members on a regular scheduled basis with one-half (0.5) or more of the daily hours between 12:00 a.m. and 6:00 a.m. shall receive additional monthly pay of seven and one-half percent (7.5%) and shall be employed, with Board approval at the differential rate (Graveyard).

14.4.2 All salaried unit members whose work week includes days which do not qualify for night differential pay shall receive differential pay for those shifts which include one-half (0.5) or more of the daily hours between 5:00 p.m. and 6:00 a.m.

14.5 **Hours Worked**

For purposes of computing the hours worked, time during which the unit member is excused from work because of holidays, sick leave, vacation, or other paid leave of absence shall be considered as time worked by the unit member.

14.6 **Overtime**

14.6.1 Unit members shall be compensated at the rate of one and one-half (1.5) times the regular rate of pay for overtime.

14.6.2 Overtime includes:

Holidays - Work on a holiday whether as part of the unit member's normal work week or as required and authorized by their supervisor. Unit members shall receive holiday pay equal to the hours worked at straight time plus the hours worked at the overtime (1.5) rate.

Days - Work in excess of eight (8) hours if regularly scheduled for a five (5) days week or ten (10) hours if regularly scheduled for a four (4) day week in any one (1) day or in excess of forty (40) hours during any work week, except for those classifications subject to fluctuations in daily working hours exempted by action of the Board of Trustees.

Hourly On-going - Hourly on-going unit members working four (4) hours or more for five (5) consecutive days, on the sixth (6th) and seventh (7th) day; hourly on-going unit members working less than four (4) hours for five (5) consecutive days, on the seventh (7th) day. All hours worked beyond eight (8) consecutive hours shall be paid at the rate of one and one-half (1.5) times the regular rate of pay for overtime or unit members shall receive compensatory time at the rate of one and one-half (1.5) times the overtime hours worked.

14.6.3 Overtime pay shall be in addition to any pay received for defined holidays.

14.6.4 All overtime must receive prior approval from the immediate supervisor or appropriate administrator. Any compensation denied for overtime worked may be appealed by the unit member to the next level supervisor.

14.6.5 Overtime may be required if volunteers are not available, for temporary need.

14.6.6 Scheduled overtime shall be offered on a rotation basis to all unit members within their respective departments who are qualified to perform the respective assignments. Scheduled overtime shall be identified as overtime in which the

district had knowledge of the required work prior to the need. If an unforeseen event occurs resulting in less than the equivalent to one shift's notice to the District (i.e. sick call less than 1 shift in advance of scheduled hours) occurs, the District shall not be bound by the rotation requirements. A list of all full-time unit members within each department shall be created and used for offering overtime on a rotation basis. This list shall remain constant with new unit members being added to the bottom of the list in the order hired. No unit member shall be removed from the list until the Board of Trustees has approved a permanent status change of title or site. Unit members who are on leave when overtime is offered shall be deemed as not available and the next person on the list shall be offered the overtime. Unit members engaged in an on-going task requiring overtime may be assigned the overtime in lieu of the rotational list. It is understood that on-site unit members shall be offered the overtime prior to going to off-site unit members.

The overtime schedule of hours worked shall be posted and made available to all unit members. Upon request, the supervisor shall provide the unit member with a written statement of reasons for non-selection of any overtime assignment.

14.6.7 Unit members contacted at home or other off-site location, either by or at the direction of a supervisor or other authorized administrator, shall be eligible for overtime compensation in fifteen (15) minute increments at a minimum of thirty (30) minutes, if required to perform services for the District over the telephone, via computer, or other forms of electronic communication. This section is not intended to confer eligibility for overtime to unit members who are contacted via telephone for minor or routine questions.

14.7 **Compensatory Time**

Unit members at the time of overtime assignment shall be granted upon request compensatory time off in lieu of cash payment, for overtime subject to the annual maximum prescribed in the federal Fair Labor Standards Act. Compensatory time off shall be earned at the rate of one and one-half (1.5) hours for each hour of overtime worked. All overtime must receive prior approval from the immediate supervisor.

Approved and earned compensatory time may be used to extend vacation and/or sick leave. Such compensatory time off shall be requested by the unit member and taken within twelve (12) calendar months following the month in which the overtime was worked. Management shall make every effort to accommodate the date(s) requested by the unit member provided the request does not impair services rendered by the District. A unit member may not accrue more than two hundred forty (240) hours of compensatory time; all overtime worked once the unit member has accrued two hundred forty (240) hours shall be paid overtime. In the event the District prevents the unit member from taking the compensatory time off in the time frame stated above, the District shall pay the unit member for such time it prevented the unit member from taking.

14.8 **Lunch Periods**

Unit member employed five (5) or more hours per day are entitled an unpaid lunch period of a minimum of one-half (0.5) hour and a maximum of one (1) hour at the approximate midpoint of their workday in accordance with their regular assignment and classification.

14.8.1 The unit member may take their lunch period at a more convenient time with the consent of the designated supervisor or administrator.

14.8.2 A unit member that works less than 6 hours may elect not to take their lunch period with the consent of the designated supervisor or administrator.

14.9 **Rest Periods**

Unit members are entitled to one (1) fifteen (15) minute rest period within each four hours of continuous work as scheduled by their designated supervisor or administrator. Rest breaks are normally noncumulative and may not normally be taken during the first or last hour of the work day, or immediately prior to or after the lunch period without advance approval of the designated supervisor or administrator.

14.10 **Frequency of Compensation**

Unless hindered by events beyond the District's control and in accordance with the published Orange County Department of Education Time Schedule for School Payrolls:

14.10.1 All salaried unit members shall be paid on the 10th and 25th of the month, unless that day falls on a holiday or weekend. If this should occur, the unit member shall be paid on the last working day before the 10th or 25th.

14.10.2 Payroll issue dates shall be in accordance with the published Orange County Department of Education Time Schedule for School Payrolls.

14.10.3 Repayment of Overpayment - In the event of an overpayment to a unit member, the District agrees to make every effort to work out an acceptable repayment plan with the affected unit member. If the overpayment is for an amount more than $100, and the unit member and District are unable to agree on a repayment plan, the District agrees not to withhold more than 10% of the amount owed from each paycheck until such overpayment is repaid.

14.11 Any payroll error resulting in insufficient payment for a classified unit member shall be corrected, and a supplemental check issued, within five (5) days after discovery of the error or the classified unit member provides notice to the payroll department, whichever occurs first.

14.12 **Temporary Assignment to a Higher Class**

When a unit member is temporarily assigned to a higher classification for more than five (5) days or more within a fifteen (15) day period, the unit member will have their salary adjusted for the entire period they are required to work in that higher classification. They shall receive at least a 5% increase.

14.13 **Call Back**

If called back to work after the normal workday, or on a day when the unit member is not scheduled to work, the unit member will receive at least three (3) hours compensation at the appropriate rate of pay.

14.14 **Fringe Benefits of Hourly On-Going Unit Members**

Hourly on-going unit members who work a minimum of thirty (30) minutes per day in excess of their hourly assignment for a period of twenty (20) consecutive work days or more shall have their basic assignment changed to reflect longer hours in order to acquire fringe benefits on a properly prorated basis.

14.15 **Positions Requiring Bilingual Ability**

Any position which is designated as requiring the ability to speak English and one or more other languages shall receive additional monthly pay of two and one-half percent (2.5%) and shall be employed with Board approval at the differential rate. The District shall consult with CSEA if it is determined that a position no longer requires bilingual ability.

These provisions do not prevent unit members from using bilingual abilities on an incidental basis. It is understood that because a unit member is bilingual does not mean that they will receive a stipend, but rather, management will determine the appropriate stipend based on the needs of the District.

14.16 **Appointment and Step Advancement**

A unit member must begin work in their current position before February 1 to be eligible for a step increment on July 1 of the next fiscal year. Movement to the next step and succeeding steps will occur on July 1 of each year (as outlined in 14.1.1, one step per year for full-time unit members; one step every other year for part-time unit members).

14.17 **Longevity Pay**

Longevity pay of two and one-half percent (2.5%) shall be awarded to all classified unit members on the first (1st) day of the month following the completion of ten (10) years of service from the initial hire date.

An additional two and one-half percent (2.5%) shall be awarded to all classified unit members on the first (1st) of the month following the completion of fifteen (15) years of service from initial hire date.

An additional two and one-half percent (2.5%) shall be awarded to all classified unit members on the first (1st) day of the month following the completion of twenty (20) years of service from initial hire date.

An additional two and one-half percent (2.5%) shall be awarded to all classified unit members on the first (1st) day of the month following completion of twenty-five (25) years of service from initial hire date.

An additional two and one-half (2.5%) shall be awarded to all classified unit members on the first day of the month following the completion of thirty (30) years of service from initial hire date.

Completed Years of Service	Longevity Pay
Ten (10) Years	2.5%
Fifteen (15) Years	5%
Twenty (20) Years	7.5%
Twenty-five (25) Years	10%
Thirty (30) Years	12.5%

14.18 **Change in Position Due to Promotion or Reclassification**

Notwithstanding the provisions for step advancement as stated in section 14.16, any unit member who is promoted or reclassified to a position in a grade having a higher salary range shall be placed on a step that affords at least five percent (5%) additional compensation as of the date upon which the appointment becomes effective. Such unit members shall be granted a step increase in accordance with section 14.16 (Appointment and Step Advancement) up to a maximum of step six (6). All unit members who are promoted to a higher grade will be considered on probation in the higher grade for the first six (6) months of service but shall retain permanent status in the former grade.

14.19 **Special Classes**

Unit members required to attend any training or required classes after their initial hiring date shall be compensated for such hours of classes required and reimbursed for any and all fees.

14.19.1 The District shall train unit members in the safe and proper use of equipment, materials, and/or chemicals that they are required to use.

14.19.2 If a unit member is required by the District to attend a class, the District shall reimburse the unit member for any required textbooks and any other required costs mandated by the class. Proof of expenditure and necessity of such expenditure must be provided in writing to the District prior to reimbursement. Prior to taking the required class, the unit member shall secure necessary signatures on the appropriate District form. Forms may be picked up at the Human Resources Office.

14.20 **Hourly On-Going Unit Members Working Nineteen (19) Hours or Less Per Week**

14.20.1 Prorated vacation accrual, sick leave, and paid holidays for eligible unit members will be provided effective July 1, 1984.

14.21 **Social Security Alternative for Hourly On-Going Unit Members**

Effective January 1, 1998, all hourly on-going unit members who are not members of The Public Employers' Retirement System (PERS) shall be enrolled in the Public Agency Retirement System (PARS) in lieu of social security. The hourly on-going unit member shall contribute 6.2% of their earnings to this plan and the District shall contribute an amount equal to 1.3% of the hourly/on-going unit member's earnings to this plan. All administrative costs associated with this plan shall be paid from the 1.3% District contribution. If the administrative costs associated with this plan exceed the amount contributed by the District, the District shall pay those additional costs.

ARTICLE 15

DISTRICT SAFETY DEPARTMENT

15.1 Shift Assignments

Officers shall rotate shifts and/or locations, as determined by the Chief of District Safety and Security, to maximize Department efficiency, development of officers and to expose officers to all aspects of the District and its operations. These changes will not happen more than three (3) times per year, except to meet extenuating circumstances such as vacancies, long term sickness, or department needs. Management retains the right to make reasonable adjustments to assignments or the rotation schedule to meet District needs.

District Safety and Security will utilize a shift unit grouping system to establish a systematic method for officers to rotate shifts, constituted by seniority at the soonest scheduled rotation after completion of a successor agreement. The number of officers assigned to each unit may vary based on operational needs and overall staffing levels.

Each officer shall rotate assignments every six (6) months, following an established schedule that ensures consistent leadership and equitable workload distribution. The intent of this structure is to maintain balance in experience and ensure fair representation of seniority levels across all units to every extent possible.

These units will be made up of dayshift positions, swing shift positions and graveyard positions. Each District Safety Officer will be assigned to a particular unit group of varied seniority. On the determined shift rotation date each unit group will rotate one (1) unit group and will remain on that shift time frame until the next shift rotation. Once the officers have moved to their respective unit groups, officers will select their position assignments based on officer seniority. The officer in each unit with the greatest seniority will be given the first choice of positions requested within their unit group. This process will continue until all officers have made their selections.

If unit members desire to exchange shifts, they shall notify management in writing including the shift they are assigned, and they proposed shift. When a shift change request is submitted, the shift being relinquished shall be offered to members of the desired unit group on the basis of seniority. Unit members shall not bargain with each other for shift changes. Shift exchange notifications are due to management two weeks after notification of shift rotation.

A unit member may only exchange their shift only once per calendar year. If a unit member exchanges their shift, at the end of the six-month rotation period they shall revert to the original unit group they were assigned. All unit members must rotate from site to site and shift to shift to maintain readiness and preparedness across the District. CSEA and Human Resources shall review all exchanges at roughly the end of each fiscal year period to ensure fairness and equity in rotations and provide recommendations as necessary.

If an opening on a particular position should occur, the unit member with the greatest seniority shall be given first choice to move to the vacant position. If that unit member

should not wish to move, the shift assignment should be offered to the next most senior unit members until the shift assignment is made. Where service patterns are determined as requiring a change in the basic work schedule, the Chief of Safety and Security or designee, will notify the unit president and a new schedule will be developed in consultation with the unit president and/or their designee.

The workweek will consist of four (4) consecutive days with at least three (3) consecutive days off, or five (5) consecutive days with at least two (2) consecutive days off. Employees shall not be scheduled to work more than ten (10) consecutive days. This section shall not restrict the extension of the regular workweek on an overtime basis when such is necessary to carry on the business of the District.

15.1.1 **Assignment Scheduling and Breaks**

Safety and security unit members may only work up to 16 hours per shift, followed by an 8-hour period off work.

A safety and security unit member may then return to work for an 8-hour shift and work an additional 4 hours for a total of 12 hours, if necessary and with mutual agreement between the supervising administrator and the unit member.

No safety and security member shall work more than 28 hours within a 48-hour period, nor may the unit member work more than ten (10) consecutive days without a 24-hour break in service

Shift supervisors are authorized to waive the above excess hours/days worked limitations, due to critical staffing needs, and/or extenuating circumstances.

15.1.2 **Alternative Schedules**

The District may implement a 3/12 alternative schedule (3 days of 12-hour shifts) within the Safety and Security Department with 30 days' notice to unit members and CSEA. The District may also revert to the normal schedule with 30 days' notice to unit members and CSEA.

15.2 **Scheduling**

The District may schedule safety unit members to work shifts as circumstances may require for special District events. These rights will not be used to deprive regular employees of overtime. A rotational system will be used to ensure unit members are offered overtime.

15.3 **Safety Equipment**

The District shall provide ammunition and all ancillary equipment required for the Senior District Safety Officers (Armed) to carry out their job duties. This will include, but are not limited to, bullet proof vests, ammunition, belts, holsters, magazine holders, batons and flashlights. The District will provide a one-time stipend of $550 for firearms to Senior

District Safety Officers (Armed) upon hire. If the District mandates the purchase of a specific firearm CSEA reserves the right to negotiate the stipend for firearms.

15.4 Subpoena

When an officer is subpoenaed to be in court during off-duty time, they shall be paid for three (3) hours at regular pay as stand-by pay. If court appearance is required during off-duty time, the officer shall be paid during off-duty time the number of hours required and verified at regular pay, but in no case less than three (3) hours.

15.5 Uniforms

The District will furnish at the original date of employment three (3) uniforms (choice of long or short sleeved) and shoes for full-time unit members, and two (2) uniforms, (choice of long or short sleeved) and shoes for part-time unit members as required by the District. Unit members shall also be furnished with bullet proof vests, including leather gear as required. Such uniforms shall be from a District-selected supplier.

Thereafter, the District will replace unit member uniforms on an as-needed basis or every other year beginning from the original date of issuance. When a uniform becomes unserviceable the unit member will request a replacement from their supervisor. The supervisor will inspect the uniform and determine if the uniform needs replacement or repair. All unit members will be provided leather gear after five (5) years of service or sooner when deemed necessary by the District.

The District will replace or repair District-supplied partial or full uniforms, including leather gear, upon approved report of damage in the line of duty.

The District agrees to designate uniform and equipment requirements in the departmental operations manual.

15.6 Training

15.6.1 Officer training programs will be developed and sponsored by the Chief of Safety and Security or designees, and/or Human Resources.

15.6.2 During a unit member's probationary period, they will not be regularly assigned to the graveyard shift except in the event of an emergency. The intent of this section is to provide acclimation to the District operation and training with senior unit members.

15.6.3 Officers that complete training programs on off-duty time will receive Staff Development and Professional Growth credits, subject to the rules for credit in Article 22.

15.6.4 Monetary increments will be given to officers who complete each section or unit of training as stated in Article 22.

15.7 **Vacation Scheduling**

15.7.1 The Chief, District Safety and Security will develop an annual vacation calendar, District Safety and Security department members will be asked to submit their annual vacation requests for each available week/dates for the next fiscal year, by March 31 of the previous year.

15.7.2 Vacation request for graduation dates, and the first two weeks of the credit semester will only be granted in extenuating circumstances and with approval of the Chief, District Safety and Security.

15.7.3 If there are multiple submissions received at the same time, for the same period, approval will be granted to the unit members in order of seniority. Vacation will be approved for no more than four officers district-wide at the same time unless extenuating circumstances exist and with approval of the Chief, District Safety and Security.

15.7.4 Once the annual vacation schedule is finalized the remaining open vacation days will be made available on a first come first approved basis. Approval and denial will be in accordance with Article 12.8

15.7.5 District Safety Officers who are scheduled to work on holidays, as designated in Article 11 shall be paid the appropriate over time for those days. Scheduled officers will be selected based on minimum staffing requirements as determined by the Chief, District Safety and Security. A list of all full time DSO/SDSO's within the District shall be created and used for offering holiday shifts on a rotation basis.

15.8 **Lunch Period**

District Safety Officers working five (5) or more hours per day, and who remain ON CALL pursuant to supervisor's direction during their lunch break shall receive a paid lunch period of a minimum of one-half (½) hour at the approximate midpoint of their work day in accordance with their regular assignment and classification.

ARTICLE 16

UNIT MEMBER UNIFORMS

MAINTENANCE, CUSTODIAL, WAREHOUSE, AND GROUNDS UNIT MEMBERS

16.1 The District agrees to furnish uniform utility work shirts for maintenance, grounds, warehouse, and custodial unit members in the following manner:

a. The uniform shirts shall include short sleeve shirts and long sleeve shirts.

b. The District will initially furnish six (6) uniform shirts to current unit members except those who have received shirts within the previous (3) months.

c. The District will furnish six (6) uniform shirts to new unit members upon initial hiring. After a period of one (1) year from the date of receipt of the initial six (6) uniform shirts the district shall provide unit member with up to six (6) uniform shirts on an exchange basis.

d. Subject to the approval of the District, uniform shirts will be replaced as needed on an exchange basis.

e. Unit members will maintain and clean uniform shirts at their expense.

f. Upon termination of employment with the District, unit members shall return all uniform shirts to the District.

g. Uniform shirts provided by the district are to be worn during work hours.

ARTICLE 17

TRANSFERS, PROMOTIONS AND RECRUITMENT

17.1 Transfer is a permanent movement from one position to another involving a change in location in the same or related classification and in the same salary range. Transfer to a related class is a movement from one classification to another in the same salary range.

When practical, the District agrees that it shall seek voluntary transfers prior to requiring an involuntary transfer.

17.2 **Voluntary Transfer**

17.2.1 Transfer opportunities, vacancies within the bargaining unit classes, shall be posted for a period of fifteen (15) working days, prior to any permanent filling of the vacancy. The notice shall state the site of the vacancy, shift, number of hours regularly assigned and the job classification. Unit members may request a transfer to a vacant position by submitting a transfer request form, which may include an application and resume prior to the closing date, to the Vice Chancellor of Human Resources.

17.2.2 Requests from unit members seeking transfers shall be considered by selecting Human Resources/current administrator before outside applications are reviewed. Considerations shall include seniority within the present classification.

Unit members seeking a lateral transfer to a vacant position who meet the minimum qualifications shall be guaranteed an interview for the position.

17.2.3 Unit members may request (in writing) a specific exchange of position with another unit member, if they are in the same classification. Both unit members and affected administrators must approve of the transfer prior to the movement.

17.3 **Involuntary Transfer**

17.3.1 Unit members may be transferred to fulfill District needs or requirements. Such a transfer shall not be arbitrary or capricious.

17.3.1.1 The District may require transfers for operational needs, but such decisions will not be made arbitrarily or unfairly. Considerations include seniority in the current classification, job requirements of the vacant position, and any other relevant factors.

17.3.2 Notice of Transfer – Permanent transfers require a minimum of 15 working days' notice (except in cases of operational urgency). In cases of operational urgency, the employee and CSEA shall be given as much advanced notice as is practical.

Temporary transfers involving a shift change require a minimum of 10 working days' notice (except in cases of operational urgency). In cases of operational urgency, the employee and CSEA shall be given as much advanced notice as is practical.

17.4 **Seniority**

District seniority is based on most recent District hire date within class.

17.4.1 Length of service is continuous service since the last hire date, including all paid probationary or permanent service commencing or continuing after July 1, 1971 (excluding overtime).

17.4.2 Class seniority shall mean the length of service within a classification included within the recognized unit.

17.5 **Job Openings**

Postings must occur within 15 working days of Vice Chancellor of Human Resources or designee's approval. If the position is not posted or filled within 90 days, the District will meet with CSEA to consider the delay.

Substitute employees may not work more than ninety (90) calendar days in a substitute assignment while the District is engaged in a procedure to fill the vacant permanent position.

Should a position be vacated through retirement, resignation or any other reason the District agrees that the position will not be filled by any person(s) for more than one hundred and twenty (120) calendar days excluding temporary upgrades of bargaining unit members.

17.5.1 Promotions – Current employees who meet minimum qualifications, who submit an application may be considered by the hiring manager prior to viewing the applicant pool.

Job Posting Process – New openings will be posted with a reference number for tracking. A job bulletin with new postings will be send out by email, and listed on the District's website. Individual job announcements will be available upon request.

17.5.2 If a pool of qualified applicants exists for the past six months, it may be reused for a new opening in the same classification. However, current employees may still apply under Section 17.2.2

17.5.3 Employees promoted to a new classification enter a probationary period. In the event that the probationary period in the new classification is not successful, the unit member shall revert to his former classification with all the previous rights and privileges.

17.5.4 Every effort will be made to notify employees applying for jobs at least 5 days in advance of their interview date and time.

17.5.4.1 **Minimum Qualifications**

All employees (permanent, short-term, or substitutes) must meet the minimum qualifications for the classification they are working in.

ARTICLE 18

PROBATIONARY AND PERMANENT STATUS

18.1 New unit members shall serve a probationary period of six (6) months subject to summary dismissal. During said period, the work performance and efficiency of the unit member shall be appraised by the immediate supervisor after the unit member has worked three (3) months, and after the fifth (5) calendar month of employment. A unit member shall be considered permanent at the completion of the six (6) months.

18.2 A permanent unit member who is promoted to a higher classification shall retain permanent status in the lower classification and shall serve a six (6) month probationary period in the higher classification.

ARTICLE 19

HEALTH AND WELFARE

19.1 **Health**

District shall maintain, in participation with salaried unit members, and eligible dependents, a health insurance program including prescription coverage by contributing the agreed upon amount as specified in Article 19.5.

In recognizing that quality, affordable healthcare is a cornerstone of worker well-being, the District affirms that the selection of an insurance provider will not be made in isolation. The District has the right to change the insurance carrier only if it is proven through the summary of benefits/coverage that reasonably comparable coverage is maintained. If the above criteria are not met, any changes to the healthcare provider must be memorialized through a written agreement with CSEA.

To ensure an opportunity for meaningful dialogue, the District will convene a Joint Benefits Committee (JBC) charged with reviewing benefit plan proposals and rates. This will be accomplished by transparently communicating the differences in plan proposals within the JBC meeting, inclusive to providing analysis on the differences between any plans being reviewed.

The JBC will be constituted and provide input as outlined:

19.1.1 CSEA shall have two (2) representatives on the Joint Benefits Committee (JBC). CSEA's participation in the Committee shall not relieve the District of its obligation to immediately open negotiations as specified in Article 19.5.a. Further, it is understood that the JBC is an advisory committee that reviews the benefit offerings, cost benefit for employees, and cost containment.

CSEA members on the JBC will communicate updates and information relating to benefits to its membership and will make recommendations to its membership based on information shared during Joint Benefits Committee meetings. CSEA members on the JBC will also make recommendations to the JBC based on communications with unit members for incorporation into final benefits recommendations to the Board.

Should benefit rates change, the District will immediately engage in negotiation with CSEA as outlined in Section 19.5. Accordingly, CSEA's participation in the Committee shall not relieve the District of its obligation to immediately open negotiations as specified in Section 19.Sa. and/or in relation to medical or dental expenses.

Any violation of this section is immediately subject to grievance.

19.2 **Dental**

District shall maintain, in participation with salaried unit members, and eligible dependents, a dental insurance program.

19.3 **General**

19.3.1 All insurance programs are subject to carrier requirements for eligibility enrollment and processing of claims.

19.3.2 Current insurance programs shall continue during leaves with pay.

19.3.3 Current insurance programs shall not continue during leaves without pay, except salaried unit members at their option may, by paying full District and unit members premium amounts, continue the health and dental programs. (Unit members on medical disability leave see Article 19.8).

19.3.4 The District agrees to provide CSEA with all necessary information regarding health and welfare benefits for the bargaining unit within a reasonable time period when requested.

19.3.5 The District shall announce any rate increases prior to open enrollment.

19.4 **Regular Part-time Unit Members**

In accordance with insurance carrier requirements, salaried part-time unit members whose regular assignment is between 20 and 29 hours per week shall be entitled to premium payments for health and dental programs by the District prorated at the same ratio as their regular work schedule bears to full-time service, any balance due insurance carriers to be paid by the unit member from payroll deductions. Regular salaried part-time unit members whose regular assignment is between 30 and 39 hours per week shall be entitled to the same premium payments for health and dental programs as salaried full-time unit members.

19.5 **Insurance Premiums**

a. Effective January 1, 2022, the portion of the premium paid by the District shall be limited to a maximum contribution of $39,550.96. The maximum contribution shall be automatically increased by an amount equal to the dollar amount of increase of the annual premium renewal rate, not to exceed 6% in each succeeding year. The new annual maximum contribution will be memorialized by the parties in a side letter to be attached to this collective bargaining agreement. If the annual premium renewal rates represent an increase of more than 6%, the District and CSEA agree to immediately open negotiations on this article.

b. The District will contribute up to $1,500 per year to full-time unit members. A contribution of up to $1,500 will be pro-rated for those unit members whose regular assignment is between 20 and 29 hours per week. The unit member can assign this

contribution for dependent or unit member's medical/dental coverage, or other approved deductions consistent with IRS regulations.

19.6 **Retiree Coverage**

19.6.1 Eligible early retirees and their eligible dependents may participate in active plans in accordance with the provisions of this Article until age 65.

19.6.2 When these retirees and the eligible dependents turn age 65 they will need to enroll in Medicare Parts A, B, & D at their own expense and may select one of the Group Medicare Insurance Plan options at the District's expense. The District shall offer Group Medicare Insurance Plan options that provide at least the same benefit coverage/services, provider medical care access at a level equal to or better than that offered to active unit members.

19.6.3 The District shall pay the health and dental (if dental is provided for retirees pursuant to the District's insurance contract) insurance premiums for retiring unit members and their eligible dependents, providing the following conditions are met:

a. The unit member must have been employed as a salaried unit member for fifteen (15) or more years of service in the District. (See definition of salaried unit member in Article 1).

b. Salaried unit members hired after July 1, 1986, shall receive retiree benefits to age seventy (70) only. Unit members hired on or prior to July 1, 1986, shall receive lifetime benefits (See section 19.6.2).

c. Salaried unit members fifty (50) years of age retiring with less than fifteen (15) years of salaried service but with ten (10) or more years of salaried service may participate in medical/dental benefits by paying their own premiums at the District rate.

d. For salaried unit members hired after July 1, 1990, who subsequently qualify for the fifteen (15) year retiree service benefit, the District will provide the same contribution as provided for current unit members pursuant to Section 19.5.a of this Article.

e. Surviving dependents may continue coverage at their own expense.

f. For the purposes of this section, retirement is defined as a unit member's termination from full-time District employment which is concurrent with their retirement under PERS and/or STRS.

19.7 The District will provide life insurance of a minimum of $50,000 and a maximum not to exceed the annual salary of the salaried unit member.

19.8 Unit members who have exhausted all paid sick leave and who are unable to return to service due to verified medical disability may continue to receive the benefit received in

19.5 above for up to twelve (12) months under the following conditions:

a. The unit member must be under a District-approved leave of absence following exhaustion of all paid sick leave;

b. If required by District, unit member must accept examination by a District-approved physician;

c. The portion of the premium paid by the District will not exceed the amount paid by District for an active unit member.

The benefit described herein is not renewable for the same condition or illness.

19.9 The parties agree that there will be a Section 125 plan for dependent care and health care reimbursement.

ARTICLE 20

MILEAGE AND CONFERENCE REIMBURSEMENT AND PARKING

20.1 District shall reimburse unit members for mileage on personal automobiles when used on authorized District business at the Board-approved rate. Mileage shall be calculated for the distance to the traveled site from the unit member's normal assigned work site, excluding any distance from the unit member's residence to the regular place of employment (commute miles).

20.2 **Conference Reimbursement**

Approved expenses incurred through attendance at approved conferences for District business shall be reimbursed.

20.3 **Parking**

20.3.1 All unit members, regardless of worksite, shall pay a parking fee if they park on any District controlled property and must park in the appropriate designated parking area.

CSEA will have the opportunity to have two representatives on the workgroup collaborating to develop the RFQ/RFP process for a new parking vendor. Once a vendor is selected, the District will meet with CSEA to review the possibility of exploring an exemption process, including reviewing budgetary impacts.

20.3.2 Effective July 1, 2022, the parking fee rate will be $50 per year for all full-time unit members. The parking fee for part-time unit members will be $20 per semester. Part-time unit members can purchase $20 for each semester (fall and spring) and $10 for the summer semester.

ARTICLE 21

HEALTH AND SAFETY

The District shall conform to and comply with all health, safety, and sanitation requirements imposed by state or federal law or regulations adopted under state and/or federal law. A CSEA representative shall be authorized to accompany any testing/monitoring agency performing testing/monitoring work relative to hazardous substances for the district.

21.1 To ensure exposure to unsafe conditions is minimized, unit members are required to be safety conscious in their own actions and to report any alleged unsafe conditions to their immediate supervisor.

21.2 A report regarding the action to be taken or the reasons for inaction shall be provided to the unit member. The action taken, or inaction and the reasons, shall be reported at the Safety Committee meeting and shall be duly noted in the minutes of the meeting.

21.3 No unit member shall be discriminated against nor subjected to any form of discipline as a result of reporting any condition believed to be a safety violation.

21.4 For indoor workplaces, the District shall provide cool drinking water near break areas, cool-down areas that are cooler than 80 degrees, and cool-down rest periods for worker as needed. For outdoor workplaces, the District shall provide cool drinking water and ensure adequate shaded areas when the temperature exceeds 80 degrees.

21.5 When the Air Quality Index (AQI) for PM2.5 is 151 or greater, the District shall provide appropriate PPE or indoor work for unit members.

21.6 **Safety Equipment**

Should the unit member duties of a classified employee reasonably require the use of any equipment or gear to ensure the safety of the classified unit member or others, the District agrees to furnish such equipment or gear. The District shall train unit members, in the safe and proper use of equipment, materials and/or chemicals that they are required to use. No unit member shall be required to use any equipment, vehicle or other item which has been reported as being unsafe until reported condition has been resolved.

21.7 When the District declares an emergency exists at any of its work locations which results in the closing of that work location, thereby causing some unit members to remain on duty at the closed site or on standby while other unit members are relieved of duty, the District agrees the unit member remaining on duty or on standby, past their normal workday will be paid double-time for that overtime worked.

21.8 All unit members shall be required to undergo an examination within four years of employment and every four years thereafter to determine if they are free from tuberculosis.

A unit member may be required by the Chancellor to undergo a Fitness for Duty Examination at any time at District expense.

Unit members shall receive released time for any examination required by this section.

21.9 **Video Surveillance**

Video surveillance is intended for safety and prevention/investigating criminal activities or alleged District policy violations on District properties. Unit member privacy rights shall be respected, and the monitoring of the video system will not be done in an arbitrary or capricious manner. The video surveillance system will not be routinely monitored, but images will be recorded and may be used forensic purposes for alleged crimes or other violations of district regulations. Images recorded by the video system may be used after an incident to allow an analysis of events, and may provide evidentiary information that can be used for investigations.

The video surveillance systems will be used during emergencies and crisis situations to enable district safety officers and other first responders, including local law enforcement and fire department personnel, to view live video. The video system will enable emergency personnel to monitor visible conditions in real-time in the areas where the emergency is occurring.

ARTICLE 22

PROFESSIONAL DEVELOPMENT AND PROFESSIONAL GROWTH PROGRAM

The District shall support classified unit members' ongoing learning and advancement through two distinct but complementary programs: Professional Development and Professional Growth. Recognizing that the District values employees' further education, managers are encouraged to be flexible in accommodating employees' requests to attend professional development and growth opportunities.

22.1 Professional Development

A Professional Development Program shall be maintained to provide classified professionals with structured learning opportunities designed to enhance their effectiveness in their current positions. Professional development includes training, workshops, and other activities that strengthen job-related skills, promote operational excellence, ensure compliance with institutional policies and support a culture of continuous improvement.

All unit members shall be encouraged to participate in professional development to maintain high performance standards and adapt to changes in job functions, technology, and institutional priorities.

22.1.1 Classified Professional Development Day

One non-instructional day a year shall be designed as a Classified Professional Development Day for staff development activities. It is the District's responsibility to ensure that the campus community and the public know that the campus will have limited operations on this day. The activities shall be planned around outcomes determined by the current needs assessment survey of classified members, aligned with the District's strategic goals, and the District may conduct pre- and post- assessments of District -sponsored opportunities. The District shall determine the date and programming in consultation with CSEA. The District will ensure that all unit members may have an opportunity to attend, provided that all essential District operational areas are staffed accordingly, as approved by the immediate manager.

The planning committee shall consist of a management representative and a classified representative, appointed by CSEA, from each of the following sites:

- District Services and Operations
- Santa Ana College
- Santiago Canyon College

The District will make every effort to assess professional development activities through an anonymous survey on effectiveness and relevance to classified professionals.

22.2 **Professional Growth**

A Professional Growth Program shall be maintained to support classified unit members in pursuing opportunities for long-term career advancement and upward mobility. Professional growth refers to organized activities, such as formal education, credentialing, or extended learning, that enable unit members to acquire new knowledge, competencies, or qualifications, preparing them for higher-level classifications or new roles. Professional growth activities must align with a professional pathway and may include coursework, conferences, seminars, and training.

The District shall recognize and reward professional growth through structured incentives as defined in Article 22.5

22.3 **Eligibility**

All unit members are eligible to participate during active employment.

22.3.1 Any unit member who has been laid off from the District and is on the 39-month rehire list may receive credit for Professional Growth for classes taken during the 39-month period when re-employed.

22.3.2 Any unit member who is on a leave of absence as a full-time student will not be eligible to participate in the program until the unit member returns to active employment, nor will future credit be granted for courses taken during that leave, as it is assumed that such effort is being made for the purpose of qualifying for a substantial advancement in position.

22.4 **Course work**

22.4.1 Credit may be earned by taking courses at accredited universities, colleges, community colleges, trade schools, adult education institutions, or online education institutions. Credit may also be earned for attendance at District workshops, seminars, special lecture series, education conferences or leadership activities. Activities are not eligible for credit if the District pays any required fees (not including handouts, cost of speakers or other related costs) for the unit member's participation if attendance occurs during assigned working hours, unless a unit member uses vacation or compensatory time off in order to attend. The unit member shall submit to Human Resources a written statement from their immediate supervisor that the unit member was not attending during working hours. A conference/workshop attendance certificate may be required to determine the amount of credit granted.

22.4.2 All coursework requires a passing grade as determined by the educational entity. The unit member must provide evidence of what constitutes a passing grade as determined by the educational entity. One semester unit equals one (1) point. Quarter units convert to semester units on the basis of three (3) quarter units are equal to two (2) semester units. In credit/no credit classes, the unit member must receive credit. The unit member must complete the units during the contract duration in which the benefit will be earned and submit an unofficial transcript of Continuing Education evidence of completion. The units must be earned on the unit member's own time, and related costs, i.e., books, registration, and assorted fees, will not be paid by the District.

22.4.3 Continuing education course work, non-accredited education course work, conferences, workshops, seminars and other such activities can earn credit at the rate of one (1) point per sixteen (16) hours of completion.

22.4.4 A cumulative log of completed units shall be maintained in the official personnel file. Upon coursework completion, the unit member may submit their transcript or evidence of completion to Human Resources for logging in the file. Upon completion and submission of each increment of twelve (12) units, Human Resources shall determine proper criteria have been met. The unit member shall be placed on the Board docket for the next scheduled Board meeting. Should Human Resources have questions regarding criteria, it shall be reviewed by a minimum of two (2) CSEA appointees and a representative from Human Resources to make a recommendation to the Vice Chancellor of Human Resources. The Vice Chancellor of Human Resources or designee decisions shall be final.

22.4.5 Unit members may qualify for consideration of professional growth, if the course is directly related to their job responsibilities, is a management development course, is a cultural enrichment course, or qualifies as general or basic education (such as English, Mathematics, Introduction to Sociology, General Psychology, Introduction to Philosophy, and American Government).

22.4.6 The unit member must submit a *Request for Course Approval Form* to the Vice Chancellor of Human Resources or designee within 30 days prior to the start of the course and before enrolling, unless in extenuating circumstances, for which Professional Growth credit or reimbursement is being sought. The request shall be evaluated based on the criteria outlined in this Article 22.4.5, and the unit member shall be notified in writing whether the proposed course(s) have been approved. The unit member may request a meeting with a Human Resources representative to discuss the reasons for denial. This request should be submitted to Human Resources within five (5) working days of the decision being provided. A final reconsideration will be issued within five (5) working days of the meeting considering the information provided. Failure to obtain written pre-approval before enrollment may result in the course(s) being deemed ineligible for credit or reimbursement under the Professional Growth Program.

22.5 **Award/Increment**

22.5.1 Twelve (12) points must be earned for each increment. Four (4) of the twelve points may be general development coursework.

22.5.2 Salaried unit members working twenty (20) or more hours per week shall be awarded an annual increase of $500.00 for each increment until a maximum of fifteen (15) increments are earned. All hourly on-going unit members working nineteen (19) hours or less per week will receive $250.00 per increment.

ARTICLE 23

EFFECTS OF LAYOFF

23.1 **Reason for Layoff**

Unit Members shall be subject to layoff for lack of work or lack of funds in accordance with the education code. A reduction in hours or work year shall be considered a layoff for purposes of this Article. CSEA shall retain the right to negotiate the effects of layoff.

23.1.1 A Unit Member shall not be laid off if a short-term employee is retained to render a service where the Unit Member meets the minimum qualifications.

23.2 **Seniority Procedures**

23.2.1 Seniority in the classification being cut is the basis upon which a classified unit member shall be laid off. In effecting layoffs, the following rules shall apply:

23.2.1.1 Seniority shall be based upon the amount of paid service in the classification in which the unit member has served and shall include actual service and all paid leaves such as vacation, holidays, sick leave, etc. Time compensated on an overtime basis shall not be credited.

a. Seniority shall include all regular time in a class plus time accrued in higher classes as defined by personnel procedures. In the event of a tie of accumulated time, first preference will be given to the unit member with the longest total District service as a classified employee. If a tie still exists, the unit members will draw lots to determine preference.

b. Time spent on leave without pay excluding voluntary furlough, shall not be included when computing seniority, but time spent on approved leaves with pay and on military leaves (reserves) shall count toward seniority accrual.

c. Time spent in the class between breaks of employment because of separation (such as substitute or temporary employment) shall not count toward seniority accrual.

23.2.1.2 When reclassification results either in the merger of two or more classes or the separation of a class into two or more classes, seniority rights of unit members who are reclassified with their positions shall be computed from the date of their earliest entrance into regular service in such former classes. A unit member transferred from one class to another, or reclassified to a higher class, shall retain their seniority in the former class; seniority in the new class shall begin accumulating on the date of transfer.

Unit members who are reclassified to a different classification, but with the same salary grade, shall have their seniority in the new class credited to the former classification.

23.2.2 Seniority List: Unit members shall be ranked by seniority in a specified class, plus all higher classes, from which displacements are expected. This list will be used for determining:

Layoff from the classified service in the proper sequence.

The exercise of displacement rights to retain employment.

23.2.3 Displacement Rights: Permanent unit members who are to be laid off, may exercise bumping rights in their class or in any lower class in which they have served and hold seniority credit greater than an incumbent. They may also exercise bumping rights in their class or in any lower class for which they possess bilingual skills identified as needed for the position, (as described in Section 14.15) and hold seniority greater than an incumbent. The unit member bumped shall be the one with the least seniority in the class plus related higher classes. In determining bumping rights, the following rules shall apply:

23.2.3.1 In cases of reclassification, reorganization, or abolishment of positions, an incumbent's seniority in the class plus higher related classes shall be computed as outlined in Section 23.2 above.

23.2.3.2 Displacement shall be in descending order of assigned time within the classification. Assigned time is defined as actual hours compensated within a classification the total assigned hours per week multiplied by the assigned weeks per year. For purposes of this calculation, 12-month positions shall be counted as 52 weeks, 11-month positions shall be counted as 48 weeks, 10-month positions shall be counted as 43 weeks, and school session positions shall be counted as 36 weeks. Flexible hour positions shall only be able to displace other flexible hour positions.

23.2.3.3 Unit members exercising displacement rights shall bump the least senior unit member(s) in accordance with SENIORITY PROCEDURES. A seniority list will be provided to the CSEA 579 Chapter President (or designee by Human Resources).

23.2.3.3.1 A unit member accepting a position in a lower classification in lieu of layoff, shall be placed on a step in the service of the previous classification which is nearest to, but not higher than the monthly salary they would have earned in the former classification. In any case, the unit member salary placement shall not exceed the salary they would have earned in the former classification.

23.2.3.3.2 In any case, the salary shall not exceed the maximum step of the current classification.

23.2.3.3.3 The unit member will retain their anniversary date for subsequent salary advancement.

23.2.3.3.4 Salary increments based upon longevity shall continue to be paid in the new classification.

23.2.3.4 For the purposes of this Article only, Instructional Assistants may be laid off in reverse order of seniority (least senior first), by discipline.

23.3 Notification of Unit Members

23.3.1 No later than March 15 the governing board of the District and the unit member shall be given written notice by the Chancellor or designee that the unit member's services will not be required for the following school year. The unit member will be given notice of their right to request a hearing.

Unit members affected by layoff when a classified position must be eliminated as a result of categorically or grant funded program expiration are not entitled to the March 15th notice or hearing, however, shall be given written notice by certified mail sixty (60) days prior to the effective date of layoff and shall be informed of their displacement rights (bumping), if any, and re-employment rights. A copy of all notices shall be provided to the CSEA 579 Chapter President. Any notice of layoff shall specify the following:

- Name and Classification of the Unit Member
- Reason for Layoff
- Unit Member's displacement rights, if any

23.4 Rights of Unit Members Laid Off for Lack of Work or Funds (Education Code 88117)

23.4.1 Re-employment Rights: Unit members laid off are eligible for re-employment for a period of 39 months.

23.4.1.1 A unit member on a re-employment list may decline three offers of re-employment in their former class. After their third refusal, the unit member's name will be removed from the re-employment list.

23.4.1.2 Removal of Name from Re-employment List

a. A unit member's name may be removed from the re-employment list for the class from which they have been laid off if they fail to respond to a written notice of employment within twenty (20) calendar days of notification.

b. The District may take an action to remove a unit member's name from the re-employment list permanently for the conviction of a crime which would be sufficient to support dismissal of a permanent unit member.

23.4.1.3 Classified job announcements will be sent to unit members on the 39-month re-hire list.

23.4.1.4 Laid off unit members do not accumulate seniority credit while on re-employment lists.

23.4.2 Displacement Rights: A permanent unit member may exercise bumping rights pursuant to guidelines set forth in 23.2.3 of these guidelines.

23.4.3 Rights in Lieu of Layoff:

23.4.3.1 A permanent unit member who may be laid off despite the exercise of bumping rights in their class, in order to avoid layoff, may request and accept a voluntary demotion to a lower class, or voluntary reduction in assigned hours and/or fewer days/months per year than which they had previously served.

23.4.3.2 A unit member who has accepted demotion in lieu of layoff has the right to be employed, in accordance with their seniority, in a vacant position in their former class within 39 months after demotion provided the unit member meets the current qualifications for the position.

If at this time the unit member does not meet the stated qualifications for that class, the District and CSEA agree to negotiate a reasonable time period in which the unit member may prepare for and achieve the stated qualifications, if feasible.

If at the end of this period, the unit member has failed to achieve the required qualifications the position shall be offered to the next most senior person on the 39-month re-hire list.

a. Intervening reassignments to other classes should not abrogate that right. If they have not been re-employed in their former class at the end of 39 months, they shall be eligible for appointment to a vacant position in that class for an additional period of up to 24 months.

b. All rights acquired by a unit member at the time of layoff shall be restored at the time of re-employment.

23.4.4 Benefit Rights: If a unit member is re-employed by the District within 39 months after the date of previous termination, their accumulated sick leave allowance, service credit for vacation allowance, and service credit for longevity pay shall be reinstated.

23.4.5 Substitute Employment: Unit members laid off shall be placed on the substitute list for call-in for substitute employment in any class within the District in which they have served and/or have displayed that they meet the minimum qualifications. Such unit members shall be afforded such work on a rotational basis in accordance with seniority.

23.4.6 Effects of Layoff on Remaining Unit Members: Unit members remaining in employment shall not be required to work additional hours or required to perform overtime as a result of layoffs, or be required to take work home as a result of layoffs.

23.4.7 Unit members who have exhausted (or waived displacement rights) will be offered an interview for vacancies for lateral or lower classifications for which they meet minimum qualifications. These unit members shall be interviewed prior to other unit members or outside applicants, provided the unit member requests an interview prior to the closing date of the posting.

23.4.8 The District shall continue health insurance benefits for all unit members who have been laid off through the last day of the month in which the unit member was employed.

23.4.9 Unit members subject to layoff may receive up to five (5) non-consecutive days paid release time to search for alternative employment. Such time must have the prior approval of the immediate supervisor.

23.5 **Definitions as Used in this Policy**

As used in this policy, the following terms have the meanings delineated below:

23.5.1 Class: A group of positions sufficiently similar in duties and responsibilities that the same descriptive title may be used to designate each position allocated to that class:

Substantially the same requirements of education, experience, knowledge and ability are demanded of incumbents;

Substantially the same tests of fitness may be used in choosing qualified appointees;

The same salary range may be applied with equity.

23.5.2 Class Seniority: The length of service within a classification included within the recognized unit.

23.5.3 Classification: A term which defines those positions in the classified service according to a designated title. Classification excludes working titles.

23.5.4 Displacement Rights (Bumping): The right to displace or bump into a current, lateral, or lower classification. Seniority in a lower classification shall be computed on the basis of hours of paid service in the higher classification(s) plus hours of paid service in the lower classification(s). When a unit member's position is eliminated or the unit member is displaced, the unit member has the right to bump only into classification(s) currently or previously held. The unit member will first bump into the current classification, and then into any lateral classification(s) previously held. If the unit member is then displaced from the lateral classification(s), the unit member has the right to bump into the next lower classification(s) previously held.

23.5.5 District Seniority: The length of service from the last continuous date of hire with the District.

23.5.6 Length of Service: Length of service is defined by date of hire into the classification in continuous service, including all paid probationary or permanent service. But does not include any service compensated for in a provisional, substitute, or temporary (limited-service) position.

23.5.7 Re-employment List: A list of names of unit members who have been laid off from permanent positions by reason of lack of work, or abolishment or reclassification of position, or other reason specified in the Board Policy, and who are eligible for re-employment without examination in their former class, arranged in order of their rights to re-employment.

23.5.8 Employees who have been laid off shall be allowed to use up to 16 hours of personal necessity time, prior to separation date, to attend interviews for employment. This section only applies if the employee has time available to use for this purpose.

23.5.9 **PERS RETIREMENT IN LIEU OF LAYOFF:**

Regular employees who have at least five (5) years service credit under the Public Employees' Retirement System and are fifty (50) years of age or older, may elect to accept a service retirement in lieu of layoff, voluntary demotion, or reduction in assigned time. Such employees shall complete and submit a form to the Public Employees' Retirement System. The employee shall then be placed on a thirty-nine (39) month reemployment list in accordance with the Rules within this Chapter. If the District makes an offer of reemployment, the retired person shall be allowed sufficient time to request reinstatement with the Public Employee's Retirement System.

23.6 **Comprehensive Effects of Layoff**

Article 23 constitutes a comprehensive layoff article. The District will meet with CSEA 579 no later than thirty (30) days prior to implementation of layoff notices to discuss mutually agreeable alternatives to layoffs and the order of layoff and transfer or reassignment of unit members in the affected classifications.

ARTICLE 24

CORRECTIVE ACTION PROCEDURES

Progressive Discipline

24.1 Progressive discipline is a strategy for taking positive steps in order to encourage the improvement of employee performance. Progressive discipline enables supervisors to assist unit members to meet performance standards and adhere to established rules, procedures and expectations of acceptable job behavior. Progressive discipline should be administered in an objective, consistent, reasonable, and confidential manner.

24.2 CSEA and the District agree that progressive discipline will be applied except in cases of gross misconduct. Acts of gross misconduct are intentional, wanton, willful, deliberate, reckless, or in deliberate indifference to the District's interest. Insubordination is the willful or intentional disregard of the lawful and reasonable instructions of the employer or the refusal to obey an order which a manager/supervisor/designated lead is entitled to give and have obeyed. Acts of gross misconduct and/or insubordination may result in the pursuit of immediate disciplinary action.

24.3 The general guidelines regarding the use of progressive discipline are that the unit member should:

a. Be informed of performance standards and job behavior expected on the job;

b. Be given timely feedback on any problems of job performance or behavior.

c. Be given no less than one verbal warning that is documented and maintained by the supervisor.

d. Be given a Letter of Direction after the initial verbal warning unless the offense is illegal, or rises to the level of gross misconduct.

e. Neither preceding action will result in documentation being placed in the unit member's personnel file.

f. Should a regularly scheduled evaluation be due within 90 days of the act which would have resulted in implementation of progressive discipline, Article 8 may be utilized in lieu of the section above.

g. The District will make every effort to remind the unit member of their right to have an association representative present at all stages of the progressive discipline process. All forms utilized to document progressive discipline shall have the signatures of the unit member, immediate supervisor and association representative.

A Letter of Direction shall include specific recommendations and time periods for improvement, and if appropriate, provisions for assisting the unit member in implementing

any recommendations made. Failure to comply with the Letter of Direction may result in written reprimand and/or disciplinary action.

24.4 Unit members shall have the right to CSEA chapter representation and/or a Labor Relations Representative present during any verbal counseling, disciplinary meeting, hearing or appeal conducted by the District administration. Both the unit member and CSEA chapter representative(s) shall have the right to reasonable travel time to and from the verbal counseling meeting, disciplinary meeting, hearing or appeal.

Disciplinary Action Procedures

24.5 The causes for disciplinary action are enumerated in Administrative Regulation 7365.

24.6 Disciplinary action may include suspension with or without pay, demotion or termination. No disciplinary action shall be taken against any permanent unit member for any cause which arose prior to the date in which the unit member became permanent, nor for any cause which arose more than two (2) years preceding the date of the filing of a Notice of Disciplinary Action, unless such cause was concealed or not known to the District. Bargaining unit members with permanent status shall be subject to discipline only for just cause, pursuant to this article. The District retains the right to terminate initial-entry probationary unit members without cause.

24.7 If the District proposes that a unit member receive discipline, the following due process procedure shall be followed:

24.7.1 The unit member shall be notified in writing of the intent to discipline. The notice shall in ordinary and concise language outline:

a. the specific acts and/or omissions upon which the disciplinary action is based;
b. the rule or regulation, policy, practice or law which the unit member has violated;
c. the level of discipline to be imposed;
d. any materials upon which the action is based;
e. and the length of time in which the unit member will have to respond either orally or in writing to the due process (Skelly) notice. This notice shall also include a "Request for Skelly Meeting" form.

24.7.2 The unit member shall have the opportunity to respond to the notice orally (Skelly meeting) or in writing within ten (10) calendar days. This meeting shall be held before a Cabinet-level administrator who is not a party to the proposed disciplinary action, either as the supervisor initiating the proposed disciplinary action or as a direct witness to the proposed charges. In the alternative, the permanent unit member may elect to respond in writing to the notice of recommended disciplinary action to the designated administrator. The Skelly officer shall have the authority to uphold, reduce, or dismiss the discipline and/or charges brought forth by the District.

24.7.3 If disciplinary action is proposed after the due process (Skelly) meeting, the unit member shall be notified in writing of the specific acts and/or omissions upon which the disciplinary action is based; the rule or regulation, policy, practice or law which the unit member has violated; the level of discipline to be imposed; any materials upon which the action is based; and the length of time in which the unit member will have to appeal the disciplinary action.

24.7.4 If the unit member chooses to appeal the disciplinary action, they must file a "Request for Evidentiary Hearing" with Human Resources within ten (10) calendar days of the date of service of the written notice specified in 24.7.3. Service of notice shall be by mail to the unit member's address of record on file in the Human Resources Department unless the district elects to serve the notice by personal delivery in lieu of mail delivery. This form shall be included with the written notification specified in Article 24.7.3. The hearing will be conducted in accordance with Administrative Regulation 7365. Hearings may be heard by the Board of Trustees, or a designated hearing officer agreeable to both the District and CSEA.

24.7.5 After the permanent unit member has had an opportunity to respond to the notice of recommended disciplinary action, but has not requested a hearing or has failed to request a hearing in the prescribed time period, the recommendation for disciplinary action shall be submitted to the Board of Trustees. The unit member shall have the right to address the Board of Trustees regarding the proposed disciplinary action pursuant to the provisions of the Government Code.

24.7.6 The permanent unit member shall be provided written notification of the Board's decision.

24.7.7 This article is not subject to the grievance procedure.

ARTICLE 25

ORGANIZATIONAL SECURITY

25.1 CSEA shall have the right to have membership dues and initiation fees deducted for unit members.

25.2 The District shall deduct dues from the wages of all CSEA members on the date of execution of this Agreement, and who have submitted voluntary dues deduction authorization forms to the District.

25.3 The District shall deduct dues from the wages of all unit members who, after the date of this Agreement, become members of the CSEA and submit voluntary dues deduction authorization forms.

25.4 CSEA shall notify unit members and the District of the dates of its fiscal year and its dues year.

25.5 District Notice to New Hires

25.5.1 On a monthly basis, the District shall provide CSEA notice of any newly hired unit member via electronic means to the CSEA Chapter President and the assigned Labor Relations Representative which will include the following information:

a. First and Last Name
b. Date of Hire
c. Classification
d. Site and/or Department

25.6 **Employee Information**

25.6.1 "Newly hired employee" or "new hire" means any employee, whether permanent, full time, part time, hired by the District. "Date of hire" is the date when any employee is placed into a position within the CSEA bargaining unit.

25.6.2 The District shall provide CSEA with contact information on the bargaining unit new hires. The information will be provided to CSEA electronically via a mutually agreeable secure FTP site or service, on the last working day of the month in which they were hired. CSEA shall maintain the privacy of the employee's information. This contact information shall include the following items, with each field in its own column:

a. First Name;
b. Middle Initial;
c. Last Name;
d. Suffix (e.g., Jr., III);

e. Job Title/Classification;
f. Department or;
g. Primary Worksite Name;
h. Work Telephone Number;
i. Work Extension;
j. Home Street Address (incl. apartment#);
k. City;
l. State;
m. ZIP Code (5 or 9 digits);
n. Home Telephone Number (10 digits);
o. Personal Cellular Telephone number (10 digits);
p. Personal email address of the employee;
q. Employee ID;
r. Hire Date.

This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District. The Parties shall comply with this section consistent with applicable laws.

25.7 **Periodic Update of Contact Information**

25.7.1 The District shall provide CSEA with a list of all bargaining unit members' names and contact information on the last working day of September, January, and May. CSEA shall maintain the privacy of the employee's information. The information will be provided to CSEA electronically via a mutually agreeable secure FTP site or service. This contact information shall also include the following information, with each field listed in its own column:

a. First Name;
b. Middle Initial;
c. Last Name;
d. Suffix (e.g., Jr., III);
e. Job Title/Classification;
f. Department or;
g. Primary Worksite Name;
h. Work Telephone Number;
i. Work Extension;
j. Home Street Address (incl. apartment#);
k. City;
l. State;
m. ZIP Code (5 or 9 digits);
n. Home Telephone Number (10 digits);
o. Personal Cellular Telephone number (10 digits);
p. Personal email address of the employee;
q. Employee ID;
r. Hire Date.

This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District. The Parties shall comply with this section consistent with applicable laws.

25.8 **New Employee Orientation Conducted by CSEA**

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

25.8.2 The District shall provide CSEA mandatory monthly access to its new classified employees for new employee orientations.

a. CSEA shall be given a list of new employees every month and CSEA will work with the colleges to reserve rooms for the new employee orientation. CSEA shall have release time for one (1) CSEA representative, including the Chapter President or designee, to present at the new employee orientation, in accordance with the release time provisions in Article 7. If the new employee orientation takes place outside the CSEA representative's work hours, one (1) CSEA representative will be able to adjust their schedule accordingly for the day, in consultation with their supervising administrator. If the Orientation takes place during the CSEA representative's work hours, one (1) CSEA representative will be allotted one hour release time and reasonable travel time, in consultation with their supervising administrator. The CSEA Labor Relations Representative may also attend the New Employee Orientation(s).

25.8.3 During the District's onboarding process for any newly hired unit members, the District shall provide the official CSEA link for an electronic membership application.

25.8.4 CSEA shall completely indemnify and hold the District harmless from any and all claims, demands or lawsuits, or other action arising from provisions contained in this Article.

ARTICLE 26

RECLASSIFICATION

26.1 Overview

A. The purpose of classification review is to assign jobs to appropriate classification specifications and to measure those specifications for an appropriate salary level. It may be conducted for gradual and permanent changes in the:
   - Assigned responsibilities
   - Complexity of duties
   - Organizational impact of the position
   - Level of supervision received and/or exercised
   - The knowledge, skills and abilities required to successfully perform in the position.

   A classification study is **not** conducted for reasons such as:
   - Increased workload
   - Personal performance or traits
   - Longevity or dedication
   - Strategic needs or retention
   - Desire to increase current position salary range

B. Classification review is initiated as a result of (1) a reclassification request by the incumbent, or (2) a department as specified in 26.5 below, or (3) as specified in 26.6 below. Reclassification requests are only permitted if duties have gradually increased for a two-year period or longer that are inconsistent with the course and scope and concept of the classification. Additional duties as assigned, or otherwise, within the concept and course and scope will not qualify for a reclassification.

C. A review may result in no change in classification assignment. If there is a change in classification, salary level may be higher, lower or remain unchanged.

D. Requesters should note that normal increases in skills, experience and proficiency in the position are addressed by step increases. Also, reclassification requests should not be submitted on the basis of increases in workload where duties remain within scope, or to request a salary increase. Reclassification requests submitted on either of these grounds will not be accepted.

26.2 Definitions

A. Incumbent: An individual holding the position.

B. Reclassification: Placement of a position in a different class specification as a result of a gradual shift in duties.

C. Classification Change: Placement of a position in a different class specification as a result of a reorganization.

D. Reorganization: A planned change in departmental structure, as recommended through administrative levels and approved by Cabinet, that affects the duties of one or more positions.

E. "Y" Rate: A circumstance when a unit member is assigned to a different classification in a lower salary grade and retains their current salary. This would continue until the salary schedule increases to include the incumbent's salary.

F. Class: A group of positions which are so significantly similar in duties and responsibilities that each person in the group requires the same or equivalent qualifications; can be filled using the same selection methods/criteria; and can be given the same general title. Examples of classes include Administrative Clerk and Custodian.

G. Class Specification: A written description for a group of positions that relates to a range of duties that may be performed, identifies minimum qualifications and is used to determine appropriate salary levels.

H. Class Series: A group of classes (two or more) similar in duties and related in job content, but different in level. Examples of class series include Admissions and Records Specialist I, II, and III; and Custodian and Senior Custodian/Utility Worker.

I. Classification: The process by which a position is assigned to a class.

J. Job Measurement: The process of determining the salary level of a position in an organization. The District may use a different system for evaluation, with consultation, accompanied by rationale and justification, with CSEA.

K. Position: The specific assignment/work location within a classification.

26.3 **Reclassification Request Process**

A. Requests for classification reviews may be submitted to Human Resources by an incumbent or when it is believed there has been a substantial and permanent change of duties that may result in a different classification of the position held.

B. A position may not be reviewed more than once in any two-year period. For unit members entering into new positions, the unit member must have completed probation and have served in the position for at least eighteen months before a request may be submitted. This period is counted from the date of submission of the reclassification request.

C. Unit members are to submit reclassification requests during the periods of September 1st – September 30th and March 1st – March 30th.

D. To initiate a reclassification review, the unit member shall complete and submit a Position Review Questionnaire which shall include a checklist of all information required by the unit member. Upon submission, the complete questionnaire shall be distributed to both Human Resources and the appropriate manager and/or administrator. Incomplete questionnaires will not be accepted and will be returned to the unit member. Within twenty (20) working days following the close of the reclassification request period, in which the request was submitted, Human Resources shall conduct an initial review of each submission to ensure completeness. Under this section, Human Resources will receive one (1) extension of up to ten (10) working days when appropriate, as signified by justification provided. Additional extensions may be agreed upon with CSEA if reasonably justified and needed.

E. After the initial review by Human Resources, the manager and/or administrator shall review the request and shall submit any comments within ten (10) working days upon receiving it from Human Resources.

F. Within forty-five (45) working days of receipt of the comments from the manager, Human Resources will review and conduct studies such as interviews and/or desk audits, as needed. Under this section, Human Resources will receive two (2) extensions when appropriate, as signified by justification provided: the first shall be an extension of ten (10) working days, and the second shall be an extension of five (5) days. Additional extensions may be agreed upon with CSEA if reasonably justified and needed.

G. Within ten (10) working days of completion of Human Resources' review, Human Resources shall schedule a meeting with representatives of CSEA to review the completed reclassification request(s) involving bargaining unit positions. The meeting does not necessarily have to occur within the ten (10) working days specified above; however, every effort will be made to schedule the interview within the timeline given.

H. Within five (5) working days of meeting with CSEA, Human Resources will provide a determination letter to the manager and employee. Under this section, Human Resources will receive one (1) extension of up to five (5) working days when appropriate and with mutual agreement from CSEA.

I. If Human Resources recommends no reclassification changes, the process will conclude. Human Resources will provide a rationale for the decision to the member in the letter. If Human Resources recommends reclassification changes, Human Resources will provide a justification memorandum with the personnel report to be adopted by the Governing Board. If it is determined that the unit member has been working out of class, but a reclassification is not warranted, or approved for implementation, then the unit member may be paid out of class for the period of

work identified in the reclassification form. The out of class work shall cease and the unit member shall resume the duties of their permanent position.

J. If the unit member wishes to appeal the decision, they must submit a written appeal articulating new and/or additional information that was not considered earlier to the Vice Chancellor, Human Resources within twenty (20) working days. The decision of the Vice Chancellor, Human Resources shall be communicated to the unit member within thirty (30) working days of receipt of the appeal. A standing Human Resources Reclassification Appeal committee that includes two representatives from Human Resources and two CSEA representatives shall be established. All representatives should not be part of the initial reclassification decision. Each committee member shall have one vote with a majority needed to sustain the appeal. In the event of a tie, the appeal shall be rejected.

26.4 **Effects of Reclassification Changes**

26.4.1 When a position changes from one classification to another as a result of a review, the incumbent must meet minimum qualifications for the new classification through equivalency for the new class. Should a classification no longer exist, and the incumbent does not meet the minimum qualifications, the incumbent shall move into a related class at the same salary level at the next vacancy, if it is demonstrated the incumbent meets the qualifications of the position.

26.4.2 When a position changes classification and/or there is a salary level change, and the incumbent qualifies for the higher level, the unit member will be placed according to the current bargaining unit agreement provision or Board Policy, as appropriate. Reclassification requests submitted during the reclassification period as stated under 26.3 (C) shall become effective on the earliest date of board approval. In the instance of vacant reclassified positions, effective dates may be set in the future to allow time for recruitment to be completed.

A. When a position is changed to a classification having a lower salary range, the unit member's wages may be "Y" rated. See "DEFINITIONS."

26.5 **Reorganization**

Reorganizations are planned changes in departmental structure where new duties and responsibilities may be assigned. Prior to implementing any reorganization, the District shall negotiate the decision and the effects with CSEA.

26.6 **Periodic and Regular Review of Class Specifications**

26.6.1 The District is committed to reviewing all classifications within a ten (10) year period through the process of classification studies, which includes an external market and internal alignment salary study, for the classifications being reviewed and studied. When a classification study is implemented, the District will engage with CSEA.

26.6.2 Individual reclassification requests are not permitted during a classification study, nor are they permitted for two years after the conclusion and implementation of a classification study.

26.6.3 Prior to implementation, the District shall negotiate a wage structure and effects agreement with CSEA. The District will initiate implementation of the study using either a wholesale or phased implementation approach within, and no later than, two months after ratification of the agreement.

26.6.4. Bargaining unit classifications and their associated job families shall be contained in Appendix C.

ARTICLE 27

COMPLETE UNDERSTANDING

27.1 This agreement constitutes the complete understanding between the parties for the term of this Agreement. This agreement terminates and supersedes all past practices, agreements, procedures, traditions, and rules or regulations in conflict with the express terms of this Agreement.

ARTICLE28

DURATION OF AGREEMENT

28.1 This Agreement between the District and CSEA is effective on July 1, 2025, and shall remain in full force and effect through the close of the workday on June 30, 2028.

For the life of the agreement, each party may reopen one article. The parties may open on additional articles upon mutual agreement.

28.1.1 Scribe's Error: The parties agree that in the event of scribe's error(s) of omission or commission in the preparation of the new Collective Bargaining Agreement (2025-2028), that the language of the Tentative Agreement(s) shall prevail in the event of a conflict(s).

All references to employees or employee part of the bargaining unit shall be updated to unit member, unit member's, or unit members. Additionally, pronouns shall be changed to gender neutral. The changes are subject to review by CSEA prior to publication of CBA.

This Agreement contains the entire agreement of the parties as to all existing matters contained herein. Any prior or existing understanding or agreements which are inconsistent with this Agreement are hereby superseded.

In WITNESS THEREOF, the parties hereto have set their hands and seals this 11th day of September 2025.

The District and CSEA negotiation teams have fully negotiated the terms of the Tentative Agreement and have agreed to conduct the CSEA ratification vote on the options contained herein subject to the final approval of the Board of Trustees.

There are no other language changes or omissions to the remainder of the current Collective Bargaining Agreement.

DISTRICT

Kristin Olson (Sep 12, 2025 17 19:21 PDT)

Kristin Olson Date
Vice Chancellor, Human Resources

CSEA 579:

Tyler Johnson Date
President

Diego Ortega Date
CSEA, Labor Relations Representative

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT EMPLOYEE PERFORMANCE EVALUATION	
Employee Name:	**ID Number:**
Job Title:	**Location and Department:**
Covered Period of Evaluation - From: to:	

Status (*please check one)*

Probationary:	☐	3-Month	☐	5-Month
Promotional:	☐	6-Month		
Regular:	☐	3-Year	☐	Special Evaluation

Required for 3-Month or 5-Month Probationary Employees Only *(please check one and sign)*

Regular Status Recommended: ☐ No ☐ Yes Date: _____

Immediate Supervisor *(signature)*: _____

Performance evaluations are essential for recognizing employee contributions, supporting professional development, and aligning individual efforts with the District and College's mission and goals. Regular, timely evaluations foster open communication between staff and supervisors, offering opportunities for feedback, improvement, and recognition.

Completion of the Form:

This evaluation form is intended solely for Classified Professionals. All evaluations must comply with the relevant Collective Bargaining Agreement (CBA); please review the applicable CBA and consult Human Resources with any questions before completing the form. The evaluation reflects the supervisor's assessment of the employee's job performance and achievement of goals aligned with their job classification, and areas in need of improvement.

The employee's immediate supervisor must complete the evaluation before being shared with the employee. Once completed and signed, the evaluation should be submitted to Human Resources for inclusion in the employee's personnel file.

The evaluation of classified employees will include the following information:

MS – Performance Meets Standards (Reflects work that consistently meets or exceeds expectations.)

NI – Performance Needs Improvement (Reflects work that does not consistently meet expectations.)

<table>
<tr><td colspan="2">1. <u>QUALITY OF WORK</u>: Consider the employee's knowledge of the job and the extent to which the employee's work performance is competent, accurate, organized, and thorough.</td></tr>
<tr><td><u>Overall Rating</u>
☐ MS
☐ NI</td><td><u>Comments:</u></td></tr>
<tr><td colspan="2"><u>Recommendations for Improvement:</u></td></tr>
<tr><td colspan="2">2. <u>QUANTITY OF WORK</u>: Consider the extent to which the employee's work is completed in a timely manner, uses time effectively and is productive.</td></tr>
<tr><td><u>Overall Rating</u>
☐ MS
☐ NI</td><td><u>Comments:</u></td></tr>
<tr><td colspan="2"><u>Recommendations for Improvement:</u></td></tr>
<tr><td colspan="2">3. <u>PUNCTUALITY / ATTENDANCE:</u> Consider the extent to which the employee attends work regularly and is punctual by District standards.</td></tr>
<tr><td><u>Overall Rating</u>
☐ MS
☐ NI</td><td><u>Comments:</u></td></tr>
<tr><td colspan="2"><u>Recommendations for Improvement:</u></td></tr>
</table>

4. <u>PROFESSIONAL INTERACTIONS:</u> Establishes and maintains effective respectful, cooperate and effective work relationships, offers assistance and support to co-workers. For student-facing positions, demonstrates a commitment to student success by providing clear guidance, timely information, and supportive interventions that empower students to navigate academic, personal, and career pathways. Consider the employee's ability to accurately and effectively transmit and receive information that is necessary to the accomplishment of position responsibilities.

<u>Overall Rating</u>	**<u>Comments:</u>**
☐ MS ☐ NI	

<u>Recommendations for Improvement:</u>

5. ADAPTABILITY AND INITIATIVE: Understands and accepts new situations; uses good judgement, demonstrates professionalism, shows initiative, adapts to emergency situations, and works well without immediate supervision (if applicable)

<u>Overall Rating</u>	**<u>Comments:</u>**
☐ MS ☐ NI	

<u>Recommendations for Improvement:</u>

6. LEAD WORK AND COORDINATION (if applicable): Demonstrates the essential skills, knowledge and ability to lead other employees in performing assigned tasks independent of direct supervisory oversight, including the demonstration of strong skills in collaboration, ensuring that team members have the support and tools needed to perform their jobs, and helping to foster a positive, inclusive, and accountable team environment. Assigned tasks are performed in a professional and timely manner, including providing timely work updates to their assigned supervisor.

<u>Overall Rating</u>	**<u>Comments:</u>**
☐ MS ☐ NI	

<u>Recommendations for Improvement:</u>

7. PROFESSIONAL SELF-IMPROVEMENT: Consider the employee's ability to commit to continuous cycle of self-growth and progress by participating in professional development activities aimed at understanding culture, identity, self-expression, inclusion, sense of belonging and including expanding work-related competencies.	
Overall Rating ☐ MS ☐ NI	**Comments:**
Recommendations for Improvement:	

Evaluator' Name (Print)	Evaluator's Signature	Date
Employee' Name (Print)	*Employee's Signature	Date

***Note: Signing this evaluation form does not constitute agreement with the evaluation. Employees have the right to attach a written response to this evaluation form within 30 business days**.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
CLASSIFIED STATEMENT OF GRIEVANCE FORM

EMPLOYEE NAME:	SITE:	DEPARTMENT:
DATE OF ALLEGED GRIEVANCE:	DATE OF INFORMAL DISCUSSION LEVEL I:	DATE OF ORAL RESPONSE: (Due within 5 days)
DATE OF FILING WRITTEN STATEMENT: (Due within 5 days of oral response)	SPECIFIC ARTICLES AND SECTIONS ALLEGED TO HAVE BEEN VIOLATED	
EMPLOYEE'S STATEMENT OF ALLEGED VIOLATION AND GRIEVANCE. WHAT IS THE FACTUAL CONTENTION, WHAT HAS OCCURRED? PROVIDE FULL FACTS NECESSARY TO SUPPORT YOUR POSITION.		
STATE FULL RELIEF/REMEDY/ACTION YOU BELIEVE IS REQUIRED TO RESOLVE THIS ALLEGED GRIEVANCE		
GRIEVANT SIGNATURE:		

LEVEL ONE - ORAL	DATE OF RESPONSE: (Due within 5 days)
IMMEDIATE SUPERVISOR, DECISION ON ALLEGED GRIEVANCE:	
	GRIEVANCE RESOLVED:
SIGNATURE:	GRIEVANCE DENIED:

LEVEL TWO - WRITTEN	DATE OF RECEIPT:
GRIEVANT RESPONSE:	DATE OF RESPONSE: (Due within 5 days)
IMMEDIATE SUPERVISOR, DECISION ON ALLEGED GRIEVANCE:	DATE OF RECEIPT:
	DATE OF RESPONSE: (Due within 10 days)
	GRIEVANCE RESOLVED:
SIGNATURE:	GRIEVANCE DENIED:

LEVEL THREE - ADMINISTRATOR/MANAGEMENT	DATE OF RECEIPT:
GRIEVANT RESPONSE:	DATE OF RESPONSE: (Due within 10 days)
NEXT HIGHER MANAGER (OR DESIGNEE), DECISION ON ALLEGED GRIEVANCE	DATE OF RECEIPT:
	DATE OF RESPONSE: (Due within 10 days)
	GRIEVANCE RESOLVED:
SIGNATURE:	GRIEVANCE DENIED:

LEVEL FOUR - PRESIDENT/VICE CHANCELLOR	DATE OF RECEIPT:
GRIEVANT RESPONSE:	DATE OF RESPONSE: (Due within 10 days)
APPROPRIATE ADMINISTRATOR (OR DESIGNEE), DECISION ON ALLEGED GRIEVANCE	DATE OF RECEIPT:
	DATE OF RESPONSE: (Due within 15 days)
	GRIEVANCE RESOLVED:
SIGNATURE:	GRIEVANCE DENIED:

LEVEL FIVE - CHANCELLOR	DATE OF RECEIPT:
GRIEVANT RESPONSE:	DATE OF RESPONSE: (Due within 5 days)
CHANCELLOR DECISION ON ALLEGED GRIEVANCE	DATE OF RECEIPT:
	DATE OF RESPONSE: (Due within 20 days)
	GRIEVANCE RESOLVED:
SIGNATURE:	GRIEVANCE DENIED:

LEVEL SIX – ARBITRATION	DATE OF RECEIPT:
GRIEVANT/CSEA REQUEST FOR BINDING ARBITRATION	DATE OF RESPONSE: (Due within 5 days)
DATE OF EMPLOYEE NOTICE:	DATE OF HEARING:
SIGNATURE OF AUTHORIZED CSEA REPRESENTATIVE:	
GRIEVANT SIGNATURE:	
ARBITRATOR'S DECISION	DATE OF RECEIPT:
	DATE OF DECISION IMPLEMENTATION:

Rancho Santiago Community College District
CALIFORNIA SCHOOL EMPLOYEE'S ASSOCIATION
CLASSIFIED PROFESSIONAL SALARY SCHEDULE (ANNUAL)
Effective: July 1, 2025

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
1	$46,024.75	$48,370.80	$50,793.18	$53,349.05	$56,019.38	$58,842.28
2	$47,340.83	$49,686.90	$52,185.55	$54,817.70	$57,583.41	$60,501.68
3	$48,676.00	$51,041.14	$53,654.23	$56,381.77	$59,223.73	$62,199.22
4	$50,278.17	$52,757.76	$55,389.92	$58,193.74	$61,131.09	$64,182.88
5	$51,918.52	$54,531.59	$57,259.13	$60,120.18	$63,133.83	$66,300.06
6	$53,749.58	$56,477.12	$59,338.20	$62,313.67	$65,460.87	$68,722.43
7	$55,923.98	$58,746.91	$61,684.27	$64,812.31	$68,092.98	$71,469.00
8	$58,193.74	$61,131.09	$64,182.88	$67,463.58	$70,839.61	$74,387.29
9	$60,635.19	$63,706.04	$66,929.48	$70,305.52	$73,815.07	$77,515.38
10	$63,381.75	$66,586.17	$69,924.08	$73,414.53	$77,057.60	$80,910.50
11	$66,204.72	$69,504.44	$72,975.82	$76,676.13	$80,529.00	$84,553.55
12	$69,676.11	$73,223.81	$76,885.95	$80,719.76	$84,820.57	$89,016.82
13	$73,338.25	$76,981.31	$80,834.20	$84,935.07	$89,169.37	$93,670.77
14	$77,286.48	$81,158.46	$85,240.23	$89,493.65	$94,033.18	$98,744.37
15	$81,635.29	$85,698.01	$90,008.63	$94,471.89	$99,259.38	$104,199.42
16	$86,613.52	$90,962.33	$95,463.68	$100,270.25	$105,305.71	$110,550.95
17	$91,744.32	$96,341.08	$101,166.72	$106,240.32	$111,580.94	$117,207.67
18	$97,390.11	$102,292.08	$107,441.98	$112,820.74	$118,485.62	$124,398.44
19	$103,798.91	$108,986.92	$114,480.13	$120,240.40	$126,229.51	$132,581.04
20	$110,875.22	$116,425.64	$122,243.12	$128,327.61	$134,831.71	$141,545.68
21	$118,542.84	$124,474.74	$130,730.89	$137,311.34	$144,120.62	$151,349.53
22	$128,632.78	$135,041.57	$141,812.72	$148,946.27	$156,365.92	$164,205.18

Based on 12 Month/Year

Service Recognition:

10 Years	2.5%
15 Years	5%
20 Years	7.5%
25 Years	10 %
30	12.50%

Differential Pay:

Bilingual Requirement	2.5%
Swing Shift	5%
Graveyard Shift	7.5%

Annual Salaries are based on a Classified Member's work year, which will be 260 days comprised of work days, holidays, and vacation.

Rancho Santiago Community College District
CALIFORNIA SCHOOL EMPLOYEE'S ASSOCIATION
CLASSIFIED PROFESSIONAL SALARY SCHEDULE (HOURLY)
Effective: July 1, 2025

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
1	$22.13	$23.26	$24.42	$25.65	$26.93	$28.29
2	$22.76	$23.89	$25.09	$26.35	$27.68	$29.09
3	$23.40	$24.54	$25.80	$27.11	$28.47	$29.90
4	$24.17	$25.36	$26.63	$27.98	$29.39	$30.86
5	$24.96	$26.22	$27.53	$28.90	$30.35	$31.88
6	$25.84	$27.15	$28.53	$29.96	$31.47	$33.04
7	$26.89	$28.24	$29.66	$31.16	$32.74	$34.36
8	$27.98	$29.39	$30.86	$32.43	$34.06	$35.76
9	$29.15	$30.63	$32.18	$33.80	$35.49	$37.27
10	$30.47	$32.01	$33.62	$35.30	$37.05	$38.90
11	$31.83	$33.42	$35.08	$36.86	$38.72	$40.65
12	$33.50	$35.20	$36.96	$38.81	$40.78	$42.80
13	$35.26	$37.01	$38.86	$40.83	$42.87	$45.03
14	$37.16	$39.02	$40.98	$43.03	$45.21	$47.47
15	$39.25	$41.20	$43.27	$45.42	$47.72	$50.10
16	$41.64	$43.73	$45.90	$48.21	$50.63	$53.15
17	$44.11	$46.32	$48.64	$51.08	$53.64	$56.35
18	$46.82	$49.18	$51.65	$54.24	$56.96	$59.81
19	$49.90	$52.40	$55.04	$57.81	$60.69	$63.74
20	$53.31	$55.97	$58.77	$61.70	$64.82	$68.05
21	$56.99	$59.84	$62.85	$66.02	$69.29	$72.76
22	$61.84	$64.92	$68.18	$71.61	$75.18	$78.94

Based on 12 Month/Year

Service Recognition:

10 Years	2.5%
15 Years	5 %
20 Years	7.5%
25 Years	10 %
30 Years	12.50%

Differential Pay:

Bilingual Requirement:	2.5%

Annual Salaries are based on a Classified Member's work year, which will be 260 days comprised of work days, holidays, and vacation.

Rancho Santiago Community College District
CALIFORNIA SCHOOL EMPLOYEE'S ASSOCIATION
CLASSIFIED PROFESSIONAL SALARY SCHEDULE (ANNUAL)
Effective: July 1, 2026

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
1	$47,497.54	$49,918.67	$52,418.57	$55,056.21	$57,812.00	$60,725.23
2	$48,855.74	$51,276.88	$53,855.49	$56,571.87	$59,426.08	$62,437.73
3	$50,233.63	$52,674.46	$55,371.16	$58,185.99	$61,118.89	$64,189.60
4	$51,887.07	$54,446.01	$57,162.39	$60,055.94	$63,087.28	$66,236.73
5	$53,579.91	$56,276.60	$59,091.42	$62,044.02	$65,154.11	$68,421.66
6	$55,469.57	$58,284.39	$61,237.02	$64,307.70	$67,555.62	$70,921.55
7	$57,713.54	$60,626.81	$63,658.16	$66,886.30	$70,271.95	$73,756.01
8	$60,055.94	$63,087.28	$66,236.73	$69,622.41	$73,106.48	$76,767.69
9	$62,575.52	$65,744.64	$69,071.23	$72,555.29	$76,177.15	$79,995.87
10	$65,409.97	$68,716.93	$72,161.65	$75,763.80	$79,523.44	$83,499.64
11	$68,323.27	$71,728.58	$75,311.05	$79,129.76	$83,105.93	$87,259.27
12	$71,905.74	$75,566.97	$79,346.30	$83,302.79	$87,534.83	$91,865.36
13	$75,685.08	$79,444.71	$83,420.89	$87,652.99	$92,022.79	$96,668.24
14	$79,759.65	$83,755.53	$87,967.91	$92,357.44	$97,042.24	$101,904.19
15	$84,247.62	$88,440.34	$92,888.90	$97,494.99	$102,435.68	$107,533.80
16	$89,385.15	$93,873.12	$98,518.52	$103,478.90	$108,675.50	$114,088.58
17	$94,680.14	$99,424.00	$104,404.05	$109,640.01	$115,151.53	$120,958.32
18	$100,506.59	$105,565.43	$110,880.13	$116,431.00	$122,277.16	$128,379.19
19	$107,120.47	$112,474.50	$118,143.50	$124,088.09	$130,268.85	$136,823.64
20	$114,423.23	$120,151.26	$126,154.90	$132,434.10	$139,146.33	$146,075.14
21	$122,336.21	$128,457.93	$134,914.28	$141,705.30	$148,732.48	$156,192.72
22	$132,749.03	$139,362.90	$146,350.73	$153,712.55	$161,369.63	$169,459.75

Based on 12 Month/Year

Service Recognition:

10 Years	2.5%
15 Years	5 %
20 Years	7.5%
25 Years	10 %
30 Years	12.50%

Differential Pay:

Bilingual Requirement	2.5%
Swing Shift	5%
Graveyard Shift	7.5%

Annual Salaries are based on a Classified Member's work year, which will be 260 days comprised of work days, holidays, and vacation.

Rancho Santiago Community College District
CALIFORNIA SCHOOL EMPLOYEE'S ASSOCIATION
CLASSIFIED PROFESSIONAL SALARY SCHEDULE (HOURLY)
Effective: July 1, 2026

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
1	$22.84	$24.00	$25.20	$26.47	$27.79	$29.19
2	$23.49	$24.65	$25.89	$27.20	$28.57	$30.02
3	$24.15	$25.32	$26.62	$27.97	$29.38	$30.86
4	$24.95	$26.18	$27.48	$28.87	$30.33	$31.84
5	$25.76	$27.06	$28.41	$29.83	$31.32	$32.90
6	$26.67	$28.02	$29.44	$30.92	$32.48	$34.10
7	$27.75	$29.15	$30.60	$32.16	$33.78	$35.46
8	$28.87	$30.33	$31.84	$33.47	$35.15	$36.91
9	$30.08	$31.61	$33.21	$34.88	$36.62	$38.46
10	$31.45	$33.04	$34.69	$36.42	$38.23	$40.14
11	$32.85	$34.48	$36.21	$38.04	$39.95	$41.95
12	$34.57	$36.33	$38.15	$40.05	$42.08	$44.17
13	$36.39	$38.19	$40.11	$42.14	$44.24	$46.48
14	$38.35	$40.27	$42.29	$44.40	$46.65	$48.99
15	$40.50	$42.52	$44.66	$46.87	$49.25	$51.70
16	$42.97	$45.13	$47.36	$49.75	$52.25	$54.85
17	$45.52	$47.80	$50.19	$52.71	$55.36	$58.15
18	$48.32	$50.75	$53.31	$55.98	$58.79	$61.72
19	$51.50	$54.07	$56.80	$59.66	$62.63	$65.78
20	$55.01	$57.77	$60.65	$63.67	$66.90	$70.23
21	$58.82	$61.76	$64.86	$68.13	$71.51	$75.09
22	$63.82	$67.00	$70.36	$73.90	$77.58	$81.47

Based on 12 Month/Year

Service Recognition:

10 Years	2.5%
15 Years	5 %
20 Years	7.5%
25 Years	10 %
30 Years	12.50%

Differential Pay:

Bilingual Requirement:	2.5%

Annual Salaries are based on a Classified Member's work year, which will be 260 days comprised of work days, holidays, and vacation.

Rancho Santiago Community College District
CALIFORNIA SCHOOL EMPLOYEE'S ASSOCIATION
CLASSIFIED PROFESSIONAL SALARY SCHEDULE (ANNUAL)
Effective: July 1, 2027

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
1	$49,017.46	$51,516.06	$54,095.96	$56,818.01	$59,661.98	$62,668.44
2	$50,419.12	$52,917.74	$55,578.86	$58,382.17	$61,327.71	$64,435.74
3	$51,841.10	$54,360.04	$57,143.04	$60,047.94	$63,074.70	$66,243.66
4	$53,547.46	$56,188.28	$58,991.59	$61,977.73	$65,106.08	$68,356.31
5	$55,294.47	$58,077.45	$60,982.35	$64,029.43	$67,239.04	$70,611.15
6	$57,244.59	$60,149.49	$63,196.61	$66,365.55	$69,717.40	$73,191.03
7	$59,560.38	$62,566.86	$65,695.22	$69,026.66	$72,520.66	$76,116.20
8	$61,977.73	$65,106.08	$68,356.31	$71,850.33	$75,445.89	$79,224.25
9	$64,577.93	$67,848.47	$71,281.50	$74,877.06	$78,614.82	$82,555.74
10	$67,503.09	$70,915.87	$74,470.82	$78,188.24	$82,068.20	$86,171.62
11	$70,509.61	$74,023.89	$77,721.00	$81,661.91	$85,765.32	$90,051.57
12	$74,206.72	$77,985.11	$81,885.38	$85,968.48	$90,335.95	$94,805.05
13	$78,107.00	$81,986.94	$86,090.36	$90,457.88	$94,967.52	$99,761.62
14	$82,311.96	$86,435.71	$90,782.89	$95,312.88	$100,147.59	$105,165.12
15	$86,943.54	$91,270.43	$95,861.35	$100,614.83	$105,713.63	$110,974.88
16	$92,245.48	$96,877.06	$101,671.12	$106,790.22	$112,153.11	$117,739.42
17	$97,709.91	$102,605.56	$107,744.98	$113,148.49	$118,836.37	$124,828.99
18	$103,722.80	$108,943.52	$114,428.29	$120,156.79	$126,190.03	$132,487.33
19	$110,548.33	$116,073.69	$121,924.09	$128,058.91	$134,437.45	$141,201.99
20	$118,084.77	$123,996.10	$130,191.85	$136,671.99	$143,599.01	$150,749.54
21	$126,250.97	$132,568.58	$139,231.53	$146,239.87	$153,491.92	$161,190.89
22	$136,997.00	$143,822.51	$151,033.95	$158,631.35	$166,533.45	$174,882.46

Based on 12 Month/Year

Service Recognition:

10 Years	2.5%
15 Years	5 %
20 Years	7.5%
25 Years	10 %
30 Years	12.50%

Differential Pay:

Bilingual Requirement	2.5%
Swing Shift	5%
Graveyard Shift	7.5%

Annual Salaries are based on a Classified Member's work year, which will be 260 days comprised of work days, holidays, and vacation.

Rancho Santiago Community College District
CALIFORNIA SCHOOL EMPLOYEE'S ASSOCIATION
CLASSIFIED PROFESSIONAL SALARY SCHEDULE (HOURLY)
Effective: July 1, 2027

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
1	$23.57	$24.77	$26.01	$27.32	$28.68	$30.13
2	$24.24	$25.44	$26.72	$28.07	$29.48	$30.98
3	$24.92	$26.13	$27.47	$28.87	$30.32	$31.85
4	$25.74	$27.01	$28.36	$29.80	$31.30	$32.86
5	$26.58	$27.92	$29.32	$30.78	$32.33	$33.95
6	$27.52	$28.92	$30.38	$31.91	$33.52	$35.19
7	$28.63	$30.08	$31.58	$33.19	$34.87	$36.59
8	$29.80	$31.30	$32.86	$34.54	$36.27	$38.09
9	$31.05	$32.62	$34.27	$36.00	$37.80	$39.69
10	$32.45	$34.09	$35.80	$37.59	$39.46	$41.43
11	$33.90	$35.59	$37.37	$39.26	$41.23	$43.29
12	$35.68	$37.49	$39.37	$41.33	$43.43	$45.58
13	$37.55	$39.42	$41.39	$43.49	$45.66	$47.96
14	$39.57	$41.56	$43.65	$45.82	$48.15	$50.56
15	$41.80	$43.88	$46.09	$48.37	$50.82	$53.35
16	$44.35	$46.58	$48.88	$51.34	$53.92	$56.61
17	$46.98	$49.33	$51.80	$54.40	$57.13	$60.01
18	$49.87	$52.38	$55.01	$57.77	$60.67	$63.70
19	$53.15	$55.80	$58.62	$61.57	$64.63	$67.89
20	$56.77	$59.61	$62.59	$65.71	$69.04	$72.48
21	$60.70	$63.73	$66.94	$70.31	$73.79	$77.50
22	$65.86	$69.15	$72.61	$76.27	$80.06	$84.08

Based on 12 Month/Year

Service Recognition:

10 Years	2.5%
15 Years	5%
20 Years	7.5%
25 Years	10%
30 Years	12.5%

Differential Pay:

Bilingual Requirement:	2.5%

Annual Salaries are based on a Classified Member's work year, which will be 260 days comprised of work days, holidays, and vacation.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
CALIFORNIA SCHOOL EMPLOYEE'S ASSOCIATE
CLASSIFIED SALARY GRADE BY POSITION TITLE

10	Accompanist	17	Executive Secretary	13	Payroll Specialist
13	Accountant	8	Expeditor	13	Human Resources Specialist
4	Account Clerk	12	Facilities Coordinator	8	Phototypesetting Technician I
10	Administrative Clerk	17	Facility Planning Specialist	11	Phototypesetting Technician II
12	Administrative Secretary	17	Facility Systems Engineer	12	Placement Specialist
3	Admissions Assistant	13	Financial Aid Computer Analyst	8	Printing/Reprographics/Bindery Technician
6	Admissions/Records Specialist I	10	Financial Aid Computer Technician	8	Program Specialist
8	Admissions/Records Specialist II	15	Financial Aid Coordinator	10	Property Facilitator
10	Admissions/Records Specialist III	11	Financial Aid Analyst	13	Public Access Television Coordinator
15	Admissions & Records Technology Specialist	11	Financial Aid Senior Account Clerk	5	Publications Assistant
13	Alternate Media Specialist	8	Financial Aid Technician	14	Publications Specialist
13	Applications Specialist I	A	Fine & Performing Arts Technician	11	Purchasing Assistant
15	Applications Specialist II	9	Fine Arts & Theater Facilities Technician	5	Purchasing Clerk
19	Applications Specialist III	3	Food Service Worker	12	Purchasing Services Assistant
22	Applications Specialist IV	8	Gardener/Utility Worker	5	Receptionist/President's Office
11	Art Gallery Coordinator	3	General Office Clerk	9	Reprographics Technician
5	Assessment Assistant	15	Graduation Specialist	17	Research Analyst
14	Assistant Athletic Trainer/Therapist	9	Grants Assistant	12	Research Assistant
9	Athletic Field Grounds Worker	14	Graphic Designer	18	Research Coordinator
3	Athletic/PE Equipment Assistant	13	Help Desk Analyst	13	Research Specialist
12	Athletic Equipment Coordinator	13	High School & Community Outreach Specialist	16	Resource Development Coordinator
15	Athletic Trainer/Therapist	13	HVAC Mechanic	12	Risk Management Specialist
16	Audit Specialist	22	Information Security Specialist	14	Scholarship Coordinator
11	Automotive Mechanic	11	Information Systems Specialist	13	Science Laboratory Coordinator
10	Auxiliary Services Specialist	5	Instructional Assistant	7	Science Storekeeper/Lab Technician
10	Bookstore Buyer	6	Instructional Assistant/DSPS	10	Senior Account Clerk
13	Bookstore Operations Specialist	12	Instructional Center Specialist	15	Senior Accountant
8	Bookstore Storekeeper	7	Instructional Center Technician	21	Senior Accounting Analyst
13	Business Servcies Coordinator	20	Instructional Designer	12	Senior Accounting Technician
15	Business Systems Analyst	13	Instructional Coordinator/Analyst	11	Senior Admissions/Records Specialist
14	Buyer	9	Instructional Equipment Coordinator	16	Senior Buyer
17	Campus Budget Analyst	15	Instructional Media Producer	6	Senior Cashier
11	CARE Program Coordinator	6	Intermediate Account Clerk	8	Senior Clerk
13	Career Guidance Coordinator	5	Intermediate Clerk	8	Senior Clerk/Communications Ctr. Dispatcher
11	Career Guidance Specialist	10	Intermediate District Safety Officer	7	Senior Custodian/Utility Worker
10	Career Technician	16	International Student Coordinator	13	Senior District Safety Officer (Armed)
3	Cashier/Bookstore	11	International Student Program Specialist	10	Senior EOPS Specialist
C	Child Development Aide	14	Interpreter/Beginning	5	Senior Food Service Worker
6	Child Development Center Cook/Nutrition Specialist	16	Interpreter/Intermediate	9	Senior Mailroom Clerk
22	Cloud Computing Specialist	20	Interpreter/Senior	12	Senior Media Systems Electronic Tech
15	Communications Specialist	12	Job Developer	14	Senior Payroll Specialist
12	Community Services Coordinator I	13	Job Placement Coordinator	8	Senior Purchasing Clerk
15	Community Services Coordinator II	14	Lead Central Plant Operator	18	Senior Resource Development Coord.
8	Community Services Field Coordinator	8	Lead Custodian	17	Simulation Technician
9	Community Services Program Developer	10	Lead Gardener	11	Skilled Maintenance Worker
8	Community Services Technician	14	Lead Maintenance Worker	19	Small Business Specialist
10	Computer Lab Technician	6	Lead Publications Assistant	11	Special Projects Specialist
16	Computer Operations Coordinator	10	Learning Assistant	15	Sports Information Coordinator
15	Computer Operations Specialist	8	Learning Center Specialist	13	Stage Manager/Master Carpenter
13	Computer Programmer	8	Learning Facilitator	6	Student Activities Assistant
13	Contract Education Coordinator	14	Learning Resources Specialist	13	Student Activities Coordinator
15	Contracts Specialist	7	Learning Specialist	8	Student Activities Specialist
14	Coordinator of Community Relations	6	Library Clerk	10	Student Program Specialist
4	Costume Technician	13	Library Systems Specialist	10	Student Services Specialist
5	Counseling Assistant	9	Library Technician	15	Student Services Coordinator
15	Curriculum Specialist	12	Library Technician II	13	Student Support Services Program Specialist
4	Custodian	5	Lifeguard	11	Support Services Assistant
5	Data Entry Clerk	11	Locksmith	10	Success Center Specialist
12	Desktop Publishing Technician	4	Mail & Delivery Clerk	20	Technical Specialist IV
15	Development Coordinator	8	Mail/Warehouse Assistant	13	Technical Specialist I
15	Digital Media Specialist	5	Maintenance Assistant	15	Technical Specialist II
7	Disabled Student Center Specialist	8	Maintenance/Utility Worker	17	Technical Specialist III
15	Distance Education Services Specialist	12	Marketing Specialist	15	Technology and Production Coordinator
19	District Accounting Analyst	8	Media Systems Assistant	7	Technology Storekeeper
9	District Safety Officer	13	Media Systems Electronic Technician	B	Television Playout Operator
10	District Scheduling Coordinator	15	Media Systems Electronic Technician, Lead	5	Telephone Operator/Receptionist

13	Division Administrative Assistant	8	Media Systems Technical Assistant	3	Test Proctor
11	DSPS Specialist	15	Network Specialist I	7	Theatre Facilities Technician
11	Electronic & Computer Technician I	17	Network Specialist II	11	Title IX Specialist
13	Electronic & Computer Technician II	19	Network Specialist III	11	Transfer Center Specialist
15	Electronic Media Specialist	22	Network Specialist IV	12	Veterans Affairs Coordinator
8	Electronics Storekeeper/Repair Technician	15	ODEI Program Coordinator	8	Video Technician
11	Electronic Technician	9	Offset Lithographer	5	Warehouse Delivery Driver
6	EOPS Specialist	4	Parking Attendant	8	Warehouse Specialist
				8	Warehouse Storekeeper
	Rev 7.2025			19	Web Designer