

# Collective Bargaining Agreement

**CSEA Chapter 291**

**San Bernardino Community College District**

**July 1, 2017 – June 30, 2020**



essential  
work

extraordinary  
workers



CLASSIFIED  
SCHOOL  
EMPLOYEES

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The San Bernardino Community College District complies with all state and federal rules and regulations and does not discriminate on the basis of race, color, national origin, gender, or disability. This holds true for all District employment and opportunities. Harassment of any employee/student with regard to race, color, national origin, gender, or disability is strictly prohibited. Inquiries regarding compliance and/or grievance procedures may be directed to the District's Title IX Officer and/or Section 504/ADA Coordinator. The Title IX Officer and/or Section 504/ADA Coordinator is the Vice Chancellor, Human Resources, or designee, Department of Human Resources, 114 So. Del Rosa Drive, San Bernardino, CA 92408, (909) 382-4047.

## **PREAMBLE**

This is an agreement made and entered into the 1st day of July 2017, between the San Bernardino Community College District, hereinafter referred to as DISTRICT, and California School Employees Association and its Chapter #291, hereinafter referred to as ASSOCIATION. Reference to the PARTIES shall include both the DISTRICT and the ASSOCIATION.

Unless specifically addressed in this Agreement all provisions of the current collective bargaining agreement shall remain in full force and effect.

## ARTICLE 1: RECOGNITION

- 1.1 The DISTRICT recognizes the ASSOCIATION as the exclusive representative for all classified unit members except those positions identified in Appendix A.
- 1.2 Personal services contracting for all services currently or customarily performed by classified unit members to achieve cost savings is permissible, unless otherwise prohibited, when the ASSOCIATION is provided evidence that all of the following conditions are met:
  - 1.2.1 The governing board or contracting agency clearly demonstrates that the proposed contract will result in actual overall cost savings to the DISTRICT provided that:
    - a. In comparing costs, there shall be included the DISTRICT'S additional cost of providing the same service as proposed by a contractor. These additional costs shall include the salaries and benefits of additional staff that would be needed and the cost of additional space, equipment, and materials needed to perform the function.
    - b. In comparing costs, there shall not be included the DISTRICT'S indirect overhead costs unless these costs can be attributed solely to the function in question and would not exist if that function was not performed by the DISTRICT. Indirect overhead costs shall mean the pro rata share of existing administrative salaries and benefits, rent, equipment costs, utilities and materials.
    - c. In comparing costs, there shall be included in the cost of a contractor providing a service any continuing DISTRICT costs that would be directly associated with the contracted function. These continuing DISTRICT costs shall include, but not be limited to, those for inspection, supervision, and monitoring.
  - 1.2.2 Proposals to contract out work shall not be approved solely on the basis that savings will result from lower contractor pay rates or benefits. Proposals to contract out work shall be eligible for approval if the contractor's wages are at the industry's level and do not undercut DISTRICT pay rates.
  - 1.2.3 The contract does not cause the displacement of DISTRICT unit members. The term "displacement" includes layoff, demotion, involuntary transfer to a new classification, involuntary transfer to a new location requiring a change of residence, and time base reductions. Displacement does not include changes in shifts or days off, nor does it include reassignment to other positions within the same classification and general location or employment with the contractor, so long as wages and benefits are comparable to those paid by the school DISTRICT.
  - 1.2.4 The savings shall be large enough to ensure that they will not be eliminated by private sector and DISTRICT cost fluctuations that could normally be expected during the contracting period.
  - 1.2.5 The amount of savings clearly justifies the size and duration of the contracting agreement.
  - 1.2.6 The contract is awarded through a publicized, competitive bidding process.
  - 1.2.7 The contract includes specific provisions pertaining to the qualifications of the staff that will perform the work under the contract, as well as assurance that the contractor's hiring practices meet applicable nondiscrimination standards.
  - 1.2.8 The potential for future economic risk to the DISTRICT from potential contractor rate increases is minimal.
  - 1.2.9 The contract is with a firm. A "firm" means a corporation, limited liability corporation, partnership, nonprofit organization, or sole proprietorship.

1.2.10 The potential economic advantage of contracting is not outweighed by the public's interest in having a particular function performed directly by the DISTRICT.

Notwithstanding any other provision of this CHAPTER, personal services contracting shall also be permissible when any of the following conditions can be met:

- a. The contract is for new DISTRICT functions and the Legislature has specifically mandated or authorized the performance of the work by independent contractors.
- b. The services contracted are not available within DISTRICT, cannot be performed satisfactorily by DISTRICT unit members, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the DISTRICT.
- c. The services are incidental to a contract for the purchase or lease of real or personal property. Contracts under this criterion, known as "service agreements" shall include, but not be limited to, agreements to service or maintain office equipment or computers that are leased or rented.
- d. The policy, administrative, or legal goals and purposes of the DISTRICT cannot be accomplished through the utilization of persons selected pursuant to the regular or ordinary hiring process. Contracts are permissible under this criterion to protect against a conflict of interest or to ensure independent and unbiased findings in cases where there is a clear need for a different, outside perspective. These contracts shall include, but not be limited to, obtaining expert witnesses in litigation.
- e. The nature of work is such that the criteria for emergency appointments apply. "Emergency appointment" means an appointment made for a period not to exceed 60 working days either during an actual emergency to prevent the stoppage of public business or because of the limited duration of the work. The method of selection and the qualification standards for an emergency employee shall be determined by the DISTRICT. The frequency of appointment, length of employment, and the circumstances appropriate for the appointment of firms or individuals under emergency appointments shall be restricted so as to prevent the use of emergency appointments to circumvent the regular or ordinary hiring process.
- f. The contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the DISTRICT in the location where the services are to be performed.
- g. The services are of such an urgent, temporary, or occasional nature that the delay incumbent in their implementation under the DISTRICT'S regular or ordinary hiring process would frustrate their very purpose.
- h. This section shall apply to personal service contracts entered into after January 1, 2003. This section shall not apply to the renewal of personal services contracts subsequent to January 1, 2003, where the contract was entered into before January 1, 2003, irrespective of whether the contract is renewed or rebid with the existing contractor or with a new contractor.

## ARTICLE 2: MANAGEMENT RIGHTS

- 2.1 It is understood and agreed that the DISTRICT retains all of its powers and authority to direct, manage, and control its operation as specified by and to the full extent of the law, except as specified in this Agreement.
- 2.2 Included in, but not limited to, those duties and powers are the exclusive right to: determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; classify and reclassify; determine the number and kinds of personnel required; maintain the efficiency of DISTRICT operations; determine the curriculum; build; move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; determine the level of safety standards to comply with Federal and State requirements; and contract out work not customarily and routinely performed by bargaining unit members or where expressly forbidden by law. The DISTRICT also retains the right to hire, classify, evaluate, promote layoff, terminate, and discipline employees.
- 2.3 The DISTRICT retains its right to amend, modify, or rescind policies and practices set forth in this Agreement in cases of emergency and to determine when an emergency exists. For the purpose of this Article, the term "emergency" shall mean a situation which could not have been reasonably foreseen and which when not acted upon might incur loss of life or limb or serious damage to property such as a natural disaster, conflagration, epidemic, or work stoppage.
- 2.4 The exercise of these powers, rights, authority, duties, and responsibilities shall be directed by the DISTRICT; the adoption of policies, rules, regulations, and practices in furtherance thereof; and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the laws of the State of California.
- 2.5 The ASSOCIATION, on behalf of its unit members, agrees that it will not cause, encourage, participate in, or support any strike, boycotting, or work stoppage, or refuse to render services or to work at any time during the term of this Agreement. In the event of a violation of this section by the ASSOCIATION and/or the unit members, the DISTRICT may, in addition to other remedies, discipline such unit members up to and including discharge. Unit members shall not be entitled to any benefits or wages whatsoever while they are engaged in a strike, work stoppage or other interruption of work.



### **ARTICLE 3: NO DISCRIMINATION**

- 3.1 It is understood and agreed that neither the DISTRICT nor the ASSOCIATION shall discriminate against any unit member because of rights guaranteed by the Educational Employment Relations Act. Such discrimination is subject to unfair practice procedures and shall not be grievable under Article 18 of this Agreement.

## **ARTICLE 4: DUES AND ORGANIZATIONAL SECURITY**

### **4.1 PROVISIONS.**

- 4.1.1 It is the mutual intention of the parties that the provisions of this Article protect the rights of individual unit members without restricting the ASSOCIATION'S rights to require every bargaining unit member to pay a share of the cost of collective bargaining activities.
- 4.1.2 All employees in the bargaining unit who do not maintain membership in good standing in the ASSOCIATION are required to pay service fees to the ASSOCIATION, in amounts that do not exceed the periodic dues of the ASSOCIATION, for the duration of this agreement.
  - 4.1.2.1 It is the express intention of the parties that the service fee obligation outlined herein constitutes a condition of continued employment with the DISTRICT.
- 4.1.3 No unit member shall be obligated to pay dues or service fees to the ASSOCIATION until the first of the month following 30 calendar days after the unit member first comes into the bargaining unit.

### **4.2 DUES AND SERVICE FEE DEDUCTIONS.**

- 4.2.1 The ASSOCIATION has the sole and exclusive right to have unit member organization membership dues and service fees deducted by the DISTRICT for unit members.
- 4.2.2 The DISTRICT shall deduct, in accordance with the ASSOCIATION dues and service fee schedule, dues, service fees or, with the ASSOCIATION'S approval, payments to charity in lieu of service fees from the wages of all unit members. Nothing contained herein shall prohibit a unit member from paying either dues or service fees directly to the ASSOCIATION.
- 4.2.3 The DISTRICT shall, without charge, pay to the ASSOCIATION within 15 days of the deduction, all sums so deducted, except that the DISTRICT shall pay to the designated charity sums deducted in lieu of service fees from the wages of unit members who request for religious exemption have been approved by the ASSOCIATION pursuant to this agreement.
- 4.2.4 Along with each monthly payment to the ASSOCIATION, the DISTRICT shall without charge, furnish the ASSOCIATION with an alphabetical list of all unit members, identifying them by name, social security number, months per year in paid status and annual salary, and indicating the amount deducted, if any, and whether such deduction is for dues, service fees or charitable contributions.
- 4.2.5 The DISTRICT shall immediately notify the ASSOCIATION Chapter President or designee if any member of the bargaining unit revokes dues, service fee, or payment in lieu of service fee deduction authorization.
- 4.2.6 The DISTRICT shall deduct and pay to the ASSOCIATION service fees for each bargaining unit member who is not an ASSOCIATION member in good standing and who is obligated to pay such fees, pursuant to this agreement, unless the ASSOCIATION notifies the DISTRICT the unit member is paying such fees directly to the ASSOCIATION. A payroll deduction authorization form shall not be required for such deduction.

### 4.3 Religious Exemption.

- 4.3.1 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or paying service fees to employee organizations shall not be required to join, maintain membership in, or pay service fees to the ASSOCIATION as a condition of employment. However, such unit member shall be required, in lieu of a service fee required by this agreement, to pay sums equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:
- a. United Way
  - b. SBVC Foundation
  - c. CHC Foundation
  - d. EDCT Foundation
  - e. KVCR Foundation
  - f. Or mutually agreed to by the ASSOCIATION, Employer and bargaining unit member.
- 4.3.2 Any unit member claiming this religious exemption must file a written request for exemption with the ASSOCIATION. If the request is granted, the unit member shall, as a condition of continued exemption from the requirement of paying service fees to the ASSOCIATION furnish the ASSOCIATION with copies of receipts from the charity selected, as proof that such payments have been made, or shall authorize payroll deduction of such payments.

## ARTICLE 5: RIGHTS OF ASSOCIATION AND MEMBERS

- 5.1 Nothing in this Agreement shall be construed to deny or restrict any unit member's rights provided under the Educational Employment Relations Act or other applicable State Laws and regulations. The PARTIES recognize the right of unit members to join and participate in the legal activities of the ASSOCIATION, and the alternative right of unit members not to join the ASSOCIATION and participate in such activities.
- 5.2 The ASSOCIATION shall have the following rights in addition to any rights contained in other portions of this Agreement pursuant to the following:
- 5.2.1 **ACCESS TO EMPLOYEE WORK AREA.** A reasonable number of ASSOCIATION representatives shall have the right of access to areas which employees work during non-duty hours, such as lunch and rest periods, provided there is no undue interference with DISTRICT operations.
- 5.2.2 **COMMUNICATION WITH MEMBERS.** The ASSOCIATION may use institutional bulletin boards, mailboxes, and other means of communication subject to reasonable regulations by the DISTRICT. Prior to posting on bulletin boards, a copy of the communication shall be furnished to the DISTRICT. All terms to be posted shall bear the date of posting and the name and authorization of the ASSOCIATION and shall be removed by the ASSOCIATION when applicability ceases.
- 5.2.3 **USE OF DISTRICT FACILITIES.** The ASSOCIATION has the right to use designated DISTRICT equipment, facilities, and buildings during non-duty hours, provided that advance permission is secured from the appropriate site administrator and all costs of materials are borne by the ASSOCIATION, unless waived by the Chancellor/or designee.
- The District will provide the Chapter with a permanent designated office space to conduct Association business at each DISTRICT site.
- 5.2.4 **COPIES OF THE CONTRACT.** The DISTRICT agrees to provide copies of this Agreement to all unit members after the execution of re-opener and successor contract agreements. At the completion of each negotiation period the DISTRICT and ASSOCIATION will agree on a date when contract copies will be distributed. All new unit members shall be provided a copy of this agreement by the DISTRICT at the time of employment.
- 5.2.5 **FINANCIAL INFORMATION.** Upon request by the ASSOCIATION, the DISTRICT shall make available to the ASSOCIATION all public documents relating to finances which are relevant to the representation of the bargaining unit, including the CCFS 311, after adoption by the Board of Trustees.
- 5.2.6 **BOARD AGENDA.** The DISTRICT shall provide the ASSOCIATION President with a printed copy of the Board Book as well as copies of the agenda prior to the meetings of the Board of Trustees.
- 5.2.7 **PAID RELEASE TIME. PRESIDENTIAL PAID RELEASE TIME.** The President of the ASSOCIATION or designee shall be granted six hundred and fifty (650) hours of paid release time per fiscal year to be used for ASSOCIATION business. The President of the ASSOCIATION will be allowed to designate bargaining unit members other than the President to use portions of this allocation.

5.2.7.1 The DISTRICT shall provide the ASSOCIATION the following release time to unit members:

- a. A written notice must be submitted to the DISTRICT at least five (5) days in advance, when possible, prior to such release.
- b. Any hours beyond the six hundred fifty (650) hours require approval of the DISTRICT.
- c. Any hours used by unit members as Presidential Paid Release Time shall be noted as "PRT" on the unit member's work report.

5.2.7.2 The Association shall be granted one hour of release time per semester to meet with all bargaining unit members to conduct the business of the Association. The meetings may be scheduled during the workday as long as there is a two (2) week advance notice provided to the District.

5.2.7.3 **ANNUAL CONFERENCE DELEGATE PAID RELEASE TIME.** The ASSOCIATION shall have the right to paid release time for ASSOCIATION CHAPTER delegates to attend the ASSOCIATION annual conference. The actual number of delegates is based on the official CSEA guidelines as printed by the state office of the California School Employees Association, not to exceed seven (7) delegates.

A written notice must be submitted to the DISTRICT at least five (5) days in advance, when possible, prior to such release.

5.2.7.4 **STATE-LEVEL OFFICER PAID RELEASE TIME.** The ASSOCIATION may use up to eighty (80) hours of paid release time per fiscal year for attendance at state-level activities. This shall apply only to duly elected/appointed state-level officers who are members of the CHAPTER.

- a. The ASSOCIATION will furnish the DISTRICT with a list of elected/appointed state-level officers who are members of this CHAPTER within thirty (30) calendar days of the election/appointment.
- b. The ASSOCIATION President shall submit an official notice of ASSOCIATION- related absence in writing to the DISTRICT at least five (5) working days, when possible, prior to such release time.
- c. Any hours beyond eighty (80) hours requires approval of the DISTRICT.
- d. Any hours used by unit members as State-Level Office Paid Release Time shall be noted as "SRT" on the unit member's work report.

5.2.7.5 **RELEASE TIME FOR GRIEVANCE PROCESSING.** Reasonable paid time shall be used by the ASSOCIATION for grievance investigation or preparation. An authorized ASSOCIATION officer or representative shall be released from his/her regular work duties, with pay, when grievance resolution meetings are scheduled during regular working hours.

- a. Any hours used by unit members as Release Time for Grievance Processing shall be noted as "CRT" on the unit member's work report.
- b. For record keeping purposes and so that coverage can be provided, unit members shall inform their supervisors by email at least five (5) days in advance, when possible, prior to such.

**5.2.7.6 RELEASE TIME FOR NEGOTIATIONS PROCESSING.** The ASSOCIATION shall have the right to designate five (5) employees who shall be given reasonable time without loss of compensation to prepare for and participate in matters of employer-employee relations. No more than one (1) person from a single department shall be appointed to the negotiating team. The Chapter President may designate additional unit members under this provision for the ASSOCIATION ratification processes for tentative agreements agreed to with the DISTRICT.

- a. Any hours used by unit members as Release Time for Negotiations Processing shall be noted as "CRT" on the unit member's work report.
- b. For record keeping purposes and so that coverage can be provided, unit members shall inform their supervisors by email at least five (5) days in advance, when possible, prior to such release.

**5.2.7.7 RELEASE TIME FOR NEW HIRE EMPLOYEE ORIENTATION.** Reasonable paid release time shall be used by the ASSOCIATION for the purpose of preparing and presenting information on CSEA membership at new hire employee orientations. When possible, an ASSOCIATION representative(s) will be designated by the Chapter President to attend the DISTRICT scheduled orientation to be conducted.

- a. Any hours used by unit members as Release Time for New Hire Employee Orientation shall be noted as "CRT" on the unit member's work report.
- b. For record keeping purposes and so that coverage can be provided, unit members shall inform their supervisors by email at least five (5) days in advance, when possible, prior to such.

## ARTICLE 6: HOURS OF WORK & OVERTIME

- 6.1 **WORKWEEK/WORKDAY.** The regular recurring seven (7) day workweek shall be Monday through Sunday. The regular workweek of unit members shall be forty (40) hours on five (5) consecutive days Monday through Friday and the regular workday eight (8) hours, exclusive of lunch. These provisions do not restrict the extension of a regular workday or workweek on an overtime basis when such is necessary to carry on the business of the DISTRICT. The DISTRICT may establish a workday of less than eight (8) hours or a workweek of less than forty (40) hours for all or any of its classified positions. The DISTRICT may establish a ten (10) hour per day, forty (40) hour, four-day consecutive workweek for unit members in accordance with the provisions of Article 6.3. Each position in the unit shall have a regular minimum number of assigned hours per day, days per week, and days per year. The DISTRICT shall establish the specific hours of employment, including the beginning and ending times, for unit members at each work site.
- 6.2 The DISTRICT may change a unit member's permanent shift, beginning and ending times, provided that it gives the unit member twenty-one (21) calendar days' notice, except in emergency circumstances (per Article 2.3). At the unit member's request, the unit member, ASSOCIATION and the DISTRICT agree to meet to discuss the reason for the proposed change. The reason for the proposed change shall not be arbitrary or capricious. Any changes to a permanent schedule shall be mutually agreed upon by the DISTRICT and ASSOCIATION.
- 6.3 **ALTERNATE WORK SCHEDULE.** The DISTRICT shall notify the ASSOCIATION in writing of the intent to establish an alternate work schedule in accordance with Education Code 88040.
- 6.4 For the purpose of computing the number of hours worked, time during which the unit member is excused from work because of holidays, sick leave, vacation, compensatory time off, or other paid leaves of absence, shall be considered as time worked by the unit member; provisions of the Fair Labors Standards Act (hereinafter FLSA) shall be applied.
- 6.5 **LUNCH PERIODS.** Unit members on duty for four (4) consecutive hours or more shall be entitled to a duty-free lunch period. All unit members who are assigned a daily work schedule of six (6) hours or more shall be required to take a lunch period, unless it is mutually agreed otherwise. The lunch period shall not be less than thirty (30) minutes nor more than sixty (60) minutes and the DISTRICT shall schedule lunch at or about the midpoint of a full-time unit member's workday.
- 6.6 **REST PERIODS.** Unit members whose regular work schedule is between three (3) and six (6) hours per day shall receive one (1) 15-minute rest period per day. Unit members whose regular work schedule is in excess of six (6) hours shall receive two (2) 15-minute rest periods per day. For each ten (10) hour shift, a unit member shall be entitled to two (2) twenty (20) minute paid breaks. The rest periods shall be designated by the immediate supervisor as near the midpoint of each pre-lunch and post-lunch work period as practicable, to accommodate the needs and efficiency of the DISTRICT. Unit members whose regular work schedule is three (3) hours or less shall not be afforded a rest period. Rest periods are duty free, a part of the regular workday, and shall be compensated at the regular rate of pay.
- 6.7 **OVERTIME.**
- 6.7.1 Overtime includes any time required to be worked in excess of eight (8) hours in any one (1) workday, or any time required to be worked in excess of ten (10) hours in any one (1) workday during a four (4) ten (10) work schedule, or any time in excess of forty (40) hours in any seven (7) consecutive day work period or calendar week. The DISTRICT shall provide either compensation or compensatory time off as determined by the unit member at a rate equal to one and one-half (1-1/2) times the regular rate of pay for the unit member. The DISTRICT will advise the unit member with the reason why compensation or compensatory time off is given. This decision shall not be arbitrary or capricious. Provisions for compensatory time off shall be governed by Section 6.8.
- 6.7.2 The workweek for any unit member having an average workday of four (4) hours or more

during the week shall consist of no more than five (5) consecutive working days. Such unit member shall be compensated for any work directed by the DISTRICT to be performed on the sixth (6th) and seventh (7th) day at a rate equal to one and one-half (1-1/2) times the regular rate of pay of the unit member. Any unit member having an average workday of less than four (4) hours per day during a workweek shall, for any work required to be performed on the seventh (7th) day, be compensated at a rate equal to one and one-half (1-1/2) times the regular rate of pay of such unit member.

- 6.7.3 The authorization of any overtime shall rest with the DISTRICT management and any and all overtime must receive prior approval from the immediate supervisor. Unit members who repeatedly work unauthorized overtime and have been counseled may be subject to progressive discipline in Article 17.

Where the assignment of overtime would constitute an undue hardship on the unit member and the unit member objects, the supervisor shall attempt to identify other qualified unit members desirous of working overtime before directing such unit member to work overtime. If no unit member elects to work overtime, the overtime distribution shall be in accordance with 6.9 Overtime Distribution

Scheduling of a unit member by their supervisor that puts the unit member in overtime status, shall constitute authorization of that overtime.

- 6.7.4 All overtime earned under contract must be paid no later than the next available pay period.
- 6.7.5 The calculation of the regular rate of pay for overtime purposes shall include the monthly rate of pay as determined under Section 7.1 plus one-twelfth (1/12) of any earned long service recognition pursuant to Article 11.

## 6.8 **COMPENSATORY TIME OFF.**

- 6.8.1 All overtime for which compensatory time is granted must be reported monthly to the payroll office on the regular classified report form. The DISTRICT shall total the number of hours of compensatory time off for each unit member on or about September 1 of a given year. The DISTRICT shall pay unit members in cash for all accumulated compensatory time accrued as of this date. Such payment is to be based on the unit member's rate of pay at the time compensatory time off was earned.
- 6.8.2 Compensatory time off shall be granted at the rate of 1.5 times the number of overtime hours worked.

## 6.9 **OVERTIME DISTRIBUTION.**

- 6.9.1 Overtime work shall be assigned as equally as is practical among qualified unit members in the same classification and department, taking into consideration the nature of the work to be performed and the needs of the DISTRICT. Assignment of overtime shall not be arbitrary or capricious.

When there are two or more employees in the same classification and department, overtime shall be offered in the following order of priority:

- a. On a rotational basis, based on seniority, determined by hire date, among those employees in the same classification and department who normally perform the work involved.
- b. When no employee elects to work the overtime, assignment shall be based on inverse order of seniority.



## ARTICLE 7: PAY AND ALLOWANCES

7.1 **RATE OF PAY.** The District will increase the Classified Salary Schedule approved by the Governing Board as follows:

- a. Effective July 1, 2013, an increase of 4% for all bargaining unit members in paid status as of July 1, 2013.
- b. Effective July 1, 2014, an increase of 4%.
- c. For 2015-2016, CSEA reserves the right to re-open Article 7 for negotiations on salary increases.
- d. Effective July 1, 2016, the parties agree the 2015-2016 CSEA Bargaining Unit salary schedule shall be increased by one and half – percent (1.5%).
- e. Effective July 1, 2017, the parties agree that 2016-2017 CSEA Bargaining Unit salary schedule shall be increased by one and half – percent (1.5%).
- f. The above language for the respective years above shall not in any way prevent CSEA or the DISTRICT from re-opening Article 7: Wages for the 2018-2019 year as outlined in Article 25: Completion of Meet and Negotiations.

## 7.2 **SHIFT DIFFERENTIAL**

- 7.2.1 **TWILIGHT SHIFT.** The regular assigned working hours on at least one (1) day of the normal five (5) day workweek go beyond 5:30 p.m. Alternate work schedules such as 4/10 are excluded from receiving a twilight differential. The DISTRICT shall pay a shift differential at the rate of one and one-half (1-1/2) percent of a unit member's daily rate for twilight shift.
- 7.2.2 **SWING SHIFT.** The regular assigned working hours, on at least one (1) day of the normal five (5) day workweek, go beyond 7:30 p.m. The DISTRICT shall pay a shift differential at the rate of two and one-half (2-1/2) percent of the unit member's daily rate for swing shift.
- 7.2.3 **GRAVEYARD.** The regular assigned working hours, on at least one (1) day of the normal five (5) day workweek, go beyond 3:00 a.m. The DISTRICT shall pay a shift differential at the rate of five (5) percent of the daily rate for graveyard shift.
- 7.2.4 **SPLIT SHIFT.** The regular assigned working hours are split by a break of two (2) or more hours on at least one (1) day of the normal five (5) day workweek. The DISTRICT shall pay a shift differential at the rate of two and one-half (2-1/2) percent of the unit member's daily rate for split shift.
- 7.2.5 **SPLIT SHIFT and SWING SHIFT.** Unit members must be concurrently working a SPLIT SHIFT and a SWING SHIFT in accordance with the provisions of a SPLIT SHIFT and a SWING SHIFT. The DISTRICT shall pay a shift differential at the rate of five (5) percent of the unit member's daily rate for split shift and swing shift.
- 7.2.6 **SPLIT SHIFT and GRAVEYARD SHIFT.** Unit members must be concurrently working a SPLIT SHIFT and a GRAVEYARD SHIFT in accordance with the provisions of a SPLIT SHIFT and a GRAVEYARD SHIFT. The DISTRICT shall pay a shift differential at the rate of seven and one-half (7 ½) percent of the unit member's daily rate for SPLIT SHIFT AND GRAVEYARD SHIFT.

- 7.3 **STIPENDS.** Stipends will be paid for services and/or skills a unit member provides the DISTRICT as listed below.
- 7.3.1 The District will pay a bilingual stipend of \$50.00 per month for each foreign language a unit member is required to verbally translate, including American Sign Language (ASL). Stipend payments shall be retroactive to the month after successfully passing the examination.
- 7.3.2 The District and CSEA will mutually agree upon the locations and the unit member(s) within the District sites for forty-eight (48) eligible members to receive the bilingual stipend. The District reserves the right to determine the competency examination method that determines a member's ability to verbally translate and the examination's content for each stipend skill set.
- 7.3.2.1 **BILINGUAL UNIT MEMBERS.** Unit members who desire to receive the bilingual stipend shall notify the District of their intent to take the competency examination prescribed by the District. The examination shall be offered annually in March. Those unit members achieving a score of 80% or higher shall be placed in an eligibility pool. The eligibility pool list of up to 48 unit members, will be provided to the Association during April of each year. Once a unit member has been placed in the eligibility pool, he/she shall remain eligible for the remainder of his/her employment with the District without further examinations required.
- 7.3.2.2 In the event that more than one individual is qualified within a designated area, the criteria for assignment will be:
- a. Needs of the department;
  - b. Proximity of the area(s) of service within the Department designated by the District;
  - c. Shift availability; and
  - d. Initial date of hire with the District in the classified bargaining unit.
- 7.3.2.3 Once identified, such unit member(s) shall receive the stipend for a minimum of two (2) years unless he/she notifies the District and Association in writing that he/she chooses to discontinue such service. Thereafter, the stipend will no longer be paid beginning with the first available payroll period after notification.
- 7.3.2.4 The District shall offer the stipend to the next unit member in the eligibility pool based on the criteria listed in 7.3.2.2 above assuming there are other unit members in the eligibility pool. Such practice will continue bi-annually thereafter. However, after the two (2) year period this clause does not preclude or limit unit members in any given area/department to receive this stipend for more than two (2) years to meet departmental needs.
- 7.3.2.5 Unit member(s) receiving the stipend shall continue to receive the stipend even if he/she is administratively transferred to a different assignment/location due to reorganization during the two (2) year period.
- 7.3.2.6 As the bilingual stipend is a negotiated benefit available to unit members in the classified bargaining unit, eligible unit member(s) shall be offered the opportunity to provide such service and be paid the stipend prior to permitting and/or requiring any other District employee or volunteer outside the bargaining unit to provide such service regardless of whether such District employee or volunteer receives additional compensation or not.

7.3.3 **BI-LITERATE UNIT MEMBER.** The District will pay a bi-literate stipend of \$50.00 per Month for each foreign language a unit member is required to translate or interpret written material.

7.3.3.1 Unit members who desire to receive the bi-literate stipend shall notify the District of their intent to take the competency examination prescribed by the District. The examination shall be offered annually in March. A list of all unit members that successfully pass the examination will be provided to the Association during April of each year. Those unit members achieving a score of 80% or higher shall be placed on the list. Once a unit member has been placed on the list, he/she shall remain on the list for the remainder of his/her employment with the District without further examinations required.

7.3.3.2 Once identified, such unit member(s) shall receive the stipend for a minimum of two (2) years unless he/she notifies the District and Association in writing that he/she chooses to discontinue such service. Thereafter, the stipend will no longer be paid beginning with the first available payroll period after notification.

7.3.3.3 The District shall negotiate with the Association which job classifications will receive the bi-literate stipend in April immediately after testing.

7.3.3.4 The District and CSEA will mutually agree upon the locations within the District sites to receive the bi-literate stipend. The District reserves the right to determine the competency examination method that reflects unit member's ability to translate/interpret and/or compose written material and the examination's content used to identify unit members who qualify for the stipend.

7.3.3.5 As the bi-literate stipend is a negotiated benefit available to unit members in the classified bargaining unit, eligible unit members shall be offered the opportunity to provide such service and be paid the stipend prior to permitting and/or requiring any other District employee or volunteer outside the bargaining unit to provide such service regardless of whether such District employee or volunteer receives additional compensation or not.

7.3.4 **STAFF DEVELOPMENT/PROFESSIONAL GROWTH STIPEND.**

7.3.4.1 The staff development and professional growth programs are designed to encourage unit members to continue educational and professional development and to promote activities which will assist unit members in acquiring knowledge and skills necessary to maintain and improve job performance. The District will promote opportunities for unit members to reach maximum levels of professional potential and provide training in specific technical knowledge and job related skills.

7.3.4.2 The District and Association shall ensure that an advisory committee is established pursuant to AB 2558 and composed of administrators, faculty, unit member representatives and shall include an appointed CSEA representative. Once the District's development program is developed, upon request of either the District or CSEA, the parties will meet to negotiate impact and effects.

7.4 **PAYCHECKS.** All payroll warrants of unit members within the unit shall be itemized to include all deductions, subject to payroll procedures of the County Superintendent of Schools.

7.5 **FREQUENCY.** All unit members shall be paid once per month payable on the last working day of the month. The DISTRICT shall not be responsible for delays or errors caused by instrumentalities beyond its control, including the Office of the County Superintendent of Schools or the U.S. Mail.

7.6 **SPECIAL PAYMENTS.** Any payroll adjustment due a unit member as a result of working out of class, re-computation of hours, or other reasons other than procedural errors shall be made by a supplemental check issued not later than the next regular pay period.

7.6.1 **PAYROLL ERRORS.** Payroll error includes any adjustment which affects the unit member's net pay. Whenever it is determined, an error has been made in the wages of a unit member, the party identifying the error shall notify the other party in writing as soon as possible. Following such notification, the error shall be corrected within five (5) workdays. In the event of an underpayment to the unit member, the DISTRICT will provide the unit member with a statement of the correction and payment within five (5) workdays.

In the event of an overpayment to the unit member, the unit member will be given a reasonable opportunity to meet with DISTRICT representatives to discuss the error. In the event that the DISTRICT and the unit member do not mutually agree to a repayment schedule, the DISTRICT will deduct a portion of the unit member's wages (not to exceed 10% of the monthly net salary) in subsequent months until the DISTRICT is fully reimbursed. An exception to the 10% deduction restriction shall be made when the unit member's employment in the DISTRICT is in the process of being or has been terminated or the full 10% deduction would cause undue hardship on the unit member.

In the event of any underpayment for which a correction must be made shall not be for more than (3) three years.

7.7 **PROMOTION.** Unit members granted a promotion shall be given a five percent (5%) salary increase over their present salary and shall be placed on the step of the range of their new classification which most nearly corresponds to the five percent (5%) increase but not less than such increase. If, however, the five percent (5%) increase exceeds Step E on the range of the new classification, the unit member shall be placed on Step E. The anniversary date for all unit members granted a promotion shall be the effective date of promotion. If a unit member is eligible for a step increase in their old classification within ninety (90) days of the effective date of the promotion, such step increase shall be used for purposes of computing five percent (5%) promotional salary increase.

7.7.1 **INITIAL PLACEMENT PROMOTED UNIT MEMBERS.** A promoted unit member's previous experience may warrant a higher placement, which in no case exceeds Step C unless the provisions of Article 7.7 apply. Unit members placed on Step A of the salary schedule will be advanced to Step B on the first of the month following six (6) complete months of service. Unit members who are initially placed on any step other than Step A will be advanced to the next step on the first of the month following twelve (12) complete months of service. All advancements thereafter will be on a yearly basis.

7.7.2 **INITIAL PLACEMENT NEW UNIT MEMBERS.** New unit members are placed on Step A of the salary schedule unless previous experience warrants a higher placement, which in no case exceeds Step C. Unit members placed on Step A of the salary schedule will be advanced to Step B on the first of the month following six (6) complete months of service. Unit members who are initially placed on any step other than Step A will be advanced to the next step on the first of the month following twelve (12) complete months of service. All advancements thereafter will be on a yearly basis.

7.8 **MINIMUM CALL BACK TIME.** Any unit member called back from off campus to perform services outside his regular hours shall receive a minimum compensation of three (3) hours for such services. This section shall not apply where such services are performed immediately preceding or succeeding the unit member's regular hours.

7.9 **WORKING OUT OF CLASS.** Any unit member required to work out of classification for five (5) or more working days within a fifteen (15) calendar day period shall have his/her salary adjusted upward beginning with the first working day in the higher classification. A unit member required to work out of class shall receive five percent (5%) salary increase unless the increase exceeds the

highest step of the higher classification, in which case the unit member shall be paid at the highest step. Working out of class assignments shall be limited to six (6) months unless the period is extended by mutual agreement by the DISTRICT and the ASSOCIATION.

7.9.1 Unit members required to work out of classification not within the bargaining unit shall have his/her salary adjusted to the rate of pay of the position that is not within the bargaining unit if it exceeds their current salary range. The District and Association shall meet and negotiate the effects.

7.10 **IN-SERVICE TRAINING.** The DISTRICT shall continue to support and provide an in-service training program. An ad hoc advisory committee established by the DISTRICT and including ASSOCIATION representatives shall continue to study training needs and recommend in-service programs. DISTRICT approved in-service training shall take place during regular working hours at no loss of pay or benefits to unit members. This shall also include ASSOCIATION provided trainings and workshops provided during classified appreciation week, days and calendared flex days.

7.11 **STEP PLACEMENT AFTER VOLUNTARY DEMOTION.** The salary of a unit member taking a voluntary demotion shall be Step E of the new range unless Step E results in a salary increase over the unit member's old classification. In such case, the unit member shall be placed on the highest step in the new classification which would not result in a salary increase over the unit member's old classification. (See Article 15.3.6)

7.12 **TAX DEFERRED STATUS FOR CONTRIBUTIONS.** The DISTRICT agrees to initiate tax-deferred status for PERS for all bargaining unit members in the PERS Retirement System.

7.13 **ENROLLMENT FEES FOR UNIT MEMBERS.** The DISTRICT shall reimburse permanent bargaining unit members employed at least twenty (20) hours per week with one (1) year of service for credit courses, excluding community service courses, successfully completed with a grade of "C" or better at either of the two (2) DISTRICT campuses provided all of the following conditions are satisfied:

7.13.1 All classes must be taken outside of the regular scheduled working hours of the unit member.

7.13.2 Only those classes offered by either of the two (2) DISTRICT campuses shall qualify for fee reimbursement.

7.13.3 To qualify for enrollment fee reimbursement, a unit member must present verification of successful completion of the course and out-of-pocket expense for enrollment fee(s) only.

7.13.4 Enrollment fee reimbursement shall be limited to the current enrollment fee per semester for each unit member.

7.13.5 All courses for which a unit member seeks tuition reimbursement must have prior approval by their immediate supervisor and then the Chancellor's designee. If the request is denied, it may be appealed to the Chancellor. Forms can be found in Appendix D and on the District website.

7.13.6 **REIMBURSEMENT.** Unit members on the classified unit member salary schedule shall be eligible for eighty percent (80%) tuition cost reimbursement for courses completed outside of the DISTRICT with a grade of "C" or better which pertain to their classified position. Such reimbursement shall be actual costs not to exceed twenty-four (24) semester / thirty-six (36) quarter units of coursework per year. However, no tuition cost paid by the DISTRICT is to exceed on a per unit basis cost of similar coursework at the University of California.

Only full-time unit members who have completed their probationary period as a unit member shall be eligible for this benefit.

All courses for which a unit member seeks tuition reimbursement must have prior approval by their immediate supervisor and the Chancellor's designee. If the request by the immediate supervisor is denied, it may be appealed to the Chancellor's designee.

7.14 **ENROLLMENT FEES FOR BENEFIT ELIGIBLE DEPENDENTS.** The DISTRICT shall reimburse benefit eligible dependents of bargaining unit members employed at least twenty hours (20) per week with one year of service for credit courses, excluding community service courses, successfully completed with a grade of "C" or better at either of the two (2) DISTRICT campuses provided all of the following conditions are satisfied:

7.14.1 Only those classes offered by either of the two (2) DISTRICT campuses shall qualify for fee reimbursement.

7.14.2 To qualify for enrollment fee reimbursement, the unit member or benefit eligible dependent must present verification of successful completion of the course and out-of-pocket expense for enrollment fee(s) only.

7.14.3 Enrollment fee reimbursement shall be limited to the current enrollment fee(s) per semester for each unit member and their eligible dependents.

7.14.4 Definition of Benefit Eligible Dependent includes a spouse, registered domestic partner or child. (1) Child up to age 19; (2) Child between age 19-25 if they attend school full-time (9+ units) or are more than fifty percent (50%) financially dependent and are not married and reside with parent or are away at college; and (3) Disabled children over age 19.

7.14.5 During the term of this Agreement the parties agree to meet annually to review the annual allocation of \$75,000 for unit members to determine if adjustments are needed.

7.15 **GOLD CARD.** When a unit member retires from the DISTRICT with at least fifteen (15) years of service, he/she shall receive the existing DISTRICT "Gold Card" package available at the time of retirement. The "Gold Card" package permits the retiree to enjoy certain free privileges in the DISTRICT at the colleges. The Gold Card package shall contain a waiver of normal fees for regularly scheduled athletic events in the District and normal fees exclusive of all meal charges for regularly scheduled cultural events such as lecture series.

7.16 **ON CALL.** "On Call" is not overtime and is defined as requiring a unit member to significantly restrict off work activities such as remaining at home or within a specific distance from the worksite.

Unit members required in writing and in advance to be on call by telephone, pager, fax or cellular phone shall be compensated for the time they are on call. A unit member without advance written authorization shall not be compensated. On call periods in excess of eight (8) hours require the advance written approval of the College President, the Chancellor or designee.

Compensation shall be awarded on a straight time, hour-for-hour basis in minimum half-hour increments. The unit member's work hours may be adjusted to account for on call time or may be carried as compensatory time off with supervisor's approval.

A unit member placed on call who does not respond to calls within fifteen (15) minutes shall not be compensated. Lack of response without reasonable justification may be subject to discipline.

Unit members actually called back to work shall be compensated per Article 7.8 minimum call back time.

## ARTICLE 8: UNIT MEMBER EXPENSES AND MATERIALS

- 8.1 **UNIFORMS.** The DISTRICT shall pay the full cost of the purchase, lease, or rental of uniforms, equipment, identification badges, emblems, and cards required by the DISTRICT to be worn or used by unit members.
- 8.2 **PHYSICAL EXAMINATIONS.** The DISTRICT shall reimburse unit members for the cost, if any, of a physical examination required as a condition of continued employment under Section 88021 of the Education Code.
- 8.3 **PARKING.** The DISTRICT will waive parking fees at all of their sites/facilities for CSEA bargaining unit members.
- 8.4 **MILEAGE.** Unit members who are pre-authorized in writing by the DISTRICT'S Human Resources Department to use their vehicles on DISTRICT business shall be reimbursed for all miles required by the DISTRICT to be driven in the performance of assigned duties at a rate established by Board Policy for all DISTRICT employees.
- 8.5 **FOOD ALLOWANCE.** All unit members employed in the cafeteria shall be entitled to one (1) full meal during the working day for the price of fifty-five (55) cents, and a beverage and light snack at no cost during the morning and afternoon breaks.
- 8.6 **MEALS AND LODGING REIMBURSEMENT.** The DISTRICT shall reimburse unit members for the reasonable cost of meals and lodging in accordance with Board Policy, where the unit member is on authorized DISTRICT business requiring him/her to spend the night away from home.

## ARTICLE 9: LAYOFF AND REEMPLOYMENT

- 9.1 **NOTICE OF LAYOFF.** Upon the decision of the Board of Trustees to reduce the number of bargaining unit member(s) in the classified service of the DISTRICT, the DISTRICT shall send written notice of layoff to the affected unit member(s) and the ASSOCIATION not less than sixty (60) days prior to the effective date of layoff. This notice of layoff shall be sent by certified mail, return receipt requested, or delivered in person to the affected bargaining unit member(s) by the DISTRICT. Affected bargaining unit member(s) shall be informed of the reason for layoff, his/her displacement rights, if any, and reemployment rights with copies of the letters provided to the ASSOCIATION.
- 9.2 **ORDER OF LAYOFF.**
- 9.2.1 The DISTRICT shall determine the specific positions to be discontinued.
- 9.2.2 The order of layoff of unit members shall be determined by length of service. The unit member, who has been employed the shortest time in the affected classification, including time employed in a higher classification, shall be laid off first.
- 9.2.3 For purposes of this section, "length of service" means date of employment in the regular classified service. Seniority within a classification shall be calculated by length of service within a classification, plus higher classification(s) in which the unit member is serving or has served. For the purpose of this section, a higher classification is any classification in a higher salary range. A unit member who is voluntarily transferred laterally to a new classification shall retain seniority in the prior classification. A unit member who is voluntarily transferred laterally and/or voluntarily demoted to a new classification shall accrue seniority in the new classification.
- 9.3 **BUMPING RIGHTS.** Bargaining unit members who are subject to layoff shall exercise bumping rights into an equal or lower classification in which the unit member has served based on seniority.
- 9.4 **OPTIONAL TRANSFER IN LIEU OF LAYOFF.** Bargaining unit members, upon mutual agreement, may be transferred to vacant positions provided they are qualified or can be trained to fill the vacancy.
- 9.5 **LAYOFF IN LIEU OF BUMPING.** A unit member may elect layoff in lieu of bumping rights and maintain his/her reemployment rights under this Agreement.
- 9.6 **EQUAL SENIORITY.** If two (2) or more unit members subject to layoff have equal seniority within the classification, priority shall be given to the unit member with the greater overall DISTRICT seniority; if that be equal, determination shall be made by lot.
- 9.7 **REEMPLOYMENT PROCEDURES.**
- 9.7.1 A unit member who is laid off shall be placed on a thirty-nine (39) month or sixty-three (63) month reemployment list as applicable. The unit member shall be required to maintain his/her current address on file with the Human Resources Office.
- 9.7.2 If, during a unit member's eligibility period for reemployment, a classification becomes vacant to which the unit member has a return privilege, the DISTRICT shall send written notice offering reemployment by certified mail, return receipt requested, to the last known address of such unit member(s). A copy of this written notice shall be sent to the ASSOCIATION.



- 9.7.3 A unit member who receives such notice of reemployment and fails to respond in writing within ten (10) working days shall be deemed to have rejected the offer of reemployment.
- 9.7.4 If the unit member in a layoff status accepts the position being offered, the unit member shall have up to thirty (30) calendar days from the postmark date of the notice to report to work. This does not preclude a unit member from returning to work in fewer than thirty (30) calendar days. Failure to report to work within the thirty (30) calendar days shall be considered a rejection of the offer of reemployment.
- 9.7.5 A unit member rejecting an offer of reemployment under the conditions set forth under 9.7.3 or 9.7.4 above, on three (3) occasions shall have his/her name permanently removed from the reemployment list. This does not include offers of reemployment that do not restore the unit member to the level of pay and status previously held at the time of layoff.
- 9.7.6 A unit member reemployed after being laid off shall be fully restored to his/her classification with all rights to permanent status. Service credit and benefits shall not accrue during the period of layoff.
- 9.7.7 Unit members placed on the thirty-nine (39) month or sixty-three (63) month reemployment list shall be reemployed in the highest rated job classification available in accordance with their classification seniority. Unit members, in order to be appointed to a lower position, must be qualified for that position. Unit members who accept a position lower than their highest classification shall retain their original thirty-nine (39) month rights to the higher paid position.
- 9.8 **VOLUNTARY DEMOTION OR VOLUNTARY REDUCTION OF HOURS.** Unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the unit member's option, returned to a position in their former classification or to a position with increased assigned time as vacancies become available, and with no time limit, except that they shall be ranked in accordance with their seniority on any valid reemployment list. The salary of a unit member taking a voluntary demotion shall be the lesser of his/her old salary or Step E of the new range.
- 9.9 **SENIORITY ROSTER.** The DISTRICT shall maintain an updated seniority roster indicating each unit member's classification seniority and hire date seniority. Such rosters shall be available to the ASSOCIATION annually in December or prior to layoff.
- 9.10 The PARTIES agree to meet and negotiate the impact of such layoff on those matters within the scope of representation.

## ARTICLE 10: HEALTH & WELFARE BENEFITS

- 10.1 **HEALTH & WELFARE BENEFITS.** The DISTRICT shall provide to each unit member and their eligible family members, health and welfare benefits. Health and welfare benefits are defined as medical, dental, vision, chiropractic, life insurance, and employee assistance program (EAP).

Individual unit members may select among plans as outlined in Appendix J.

During the life of the agreement the DISTRICT shall fully fund the least expensive medical/dental/vision/chiropractic/life insurance/EAP package for each unit member who works twenty (20) or more hours per week on a regular basis. Individual unit members who elect to enroll in more expensive health and welfare packages shall be responsible for the difference in cost between the least expensive medical package and the package selected by the individual through payroll deductions.

The DISTRICT and the ASSOCIATION must agree to any proposed changes in benefits and/or plans. In addition, the ASSOCIATION retains the right to negotiate the out of pocket cost to unit members.

- 10.2 **HEALTH & WELFARE COMMITTEE.** The DISTRICT will establish a standing health and welfare committee. The ASSOCIATION will designate three (3) unit members to the committee. The purpose of the committee is to monitor costs and recommend changes. The committee's recommendations are non-binding on the bargaining unit.

- 10.3 **"OPT OUT" OPTION (MEDICAL ONLY).** Individual unit members who provide proof of other medical coverage may decline enrollment in a medical plan with the DISTRICT based on the following:

- a. This option is available on a first-come, first-serve basis.
- b. No more than 10% of members of any plan may elect this option.
- c. An annual amount of \$3,000 shall be paid to members who opt out of medical coverage. This will be paid in twelve (12) equal payments.
- d. Any member who elects this option shall not be eligible for medical coverage until the next open enrollment period unless a qualifying event occurs.
- e. Any savings generated under this section shall be used to help offset current/future insurance costs for the DISTRICT and employees.

- 10.4 **FINANCIAL HARDSHIP CLAUSE.** Notwithstanding other provisions of the collective bargaining agreement regarding re-opener language, the DISTRICT and the ASSOCIATION agree to re-open this Article during the term of this agreement in the event of a financial hardship as declared by the DISTRICT or the ASSOCIATION. The DISTRICT and/or the ASSOCIATION will notify the other in writing and provide the supporting documentation to show impending hardship. Upon receipt of this information, the DISTRICT and the ASSOCIATION agree to schedule negotiations within ten (10) working days. The DISTRICT and the ASSOCIATION agree that the District's contribution per employee per medical/dental/vision/chiropractic/life insurance/employee assistant program (EAP) package will at no time decrease below the amount equivalent to the least expensive medical/dental/vision/chiropractic/life insurance/employee assistant program (EAP) package at the time the District claims financial hardship.

## ARTICLE 11: LONG SERVICE RECOGNITION

Completed Years of Service with the District	Amount of Stipend
5-10	\$650
11-15	\$800
16-20	\$950
21-25	\$1100
26-30	\$1250
31-35	\$1400
36 and over	\$1550

- 11.1 **INITIAL PAYMENT.** The first long service payment will be made in December of the first year following five (5) complete years of employment.
- 11.2 **PAYMENT.** The amount of long service pay will be available to the unit members no later than December 15, and only to those actually employed on November 30, except upon retirement in which case the long service payment will be in proportion to the fraction of the year worked. Payment will be by a check separate from the unit member's monthly paycheck.
- 11.3 **ELIGIBILITY.** In order to be eligible for long service pay, a unit member must qualify for inclusion in the retirement program. Bargaining unit members whose District employment contract is less than fifty (50) percent shall be eligible to receive the same percentage of the Long Service Stipend as the percentage of their District employment contract.

## ARTICLE 12: HOLIDAYS

- 12.1 **HOLIDAYS.** The DISTRICT shall provide for the following scheduled paid holidays: See Appendix L.

Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Friday following Thanksgiving  
Winter Break (Five days from December 25 – December 31) \*  
New Year's Day  
Dr. Martin Luther King Jr. Day  
Lincoln's Day  
Washington's Day  
Memorial Day

\*Winter Break was established to incorporate: Day in lieu of shopping day, fall semester recess period, and day in lieu of Admissions Day.

Prior to January 1, 2011, the unit member's birthday is to be included as an additional holiday. The day must be taken on a day within the month that the birthday falls; otherwise this holiday will be forfeited.

Effective January 1, 2011, the unit member's birthday is to be included as an additional holiday. The day must be scheduled with prior reasonable notification for a date within that calendar year, and must be mutually agreed upon between the unit member and the supervisor.

- 12.2 **LESS THAN FIVE (5) DAY WORKWEEK.** Unit members who work less than a five (5) day week shall receive their normal pay for any of the above scheduled holidays provided it falls on a normal workday. If said holiday falls on other than the normal workday, the unit member shall receive holiday pay or time off equivalent to the total regularly scheduled weekly hours divided by five (5) provided he/she is in paid status on the day immediately preceding or succeeding the holiday. Said holiday time off shall be scheduled with approval of the immediate supervisor.
- 12.3 **ADDITIONAL HOLIDAYS.** Unit members shall be entitled to such additional holidays, other than those in Article 12.1 as are mandated by the United States President, the Governor, or the Governing Board under Section 88203 of the Education Code.
- 12.4 **HOLIDAY COMPENSATION.** A unit member required to work on any holiday shall be paid compensation or granted compensatory time off, at the rate of one and one-half (1-1/2) times his/her regular pay in addition to the regular pay received for the holiday.
- 12.5 **HOLIDAY ELIGIBILITY.** A unit member must be in paid status during the workday immediately preceding or succeeding the holiday in order to be eligible to receive holiday pay.

### ARTICLE 13: EVALUATION PROCEDURE

- 13.1 The term "evaluation" as used in Section 2 through 8 of this Article means a formal written evaluation on the appropriate form prescribed by the DISTRICT. (Appendix B)
- 13.2 The DISTRICT shall evaluate all unit members on permanent status once every two (2) years during the month of April, except in emergency circumstances. The annual evaluation for unit members obtaining permanent status prior to January 1, will be conducted in the current school year. The annual evaluation for unit members obtaining permanent status subsequent to January 1, will be conducted in the following school year.
- 13.3 Unit members on probationary status shall be evaluated no less than two (2) times during the probationary period on or about the third (3rd) and the sixth (6th) month from the initial date of hire. The probationary period for unit members shall be nine (9) months from the date of hire or appointment to a new classification.
- Effective July 1, 2010, per Post Requirements, every College Police Officer employed by the DISTRICT shall be required to serve in a probationary status for twelve (12) months from the date appointed to the position.
- 13.4 The evaluator shall be the unit member's immediate supervisor, unless otherwise designated by the DISTRICT. However, the evaluator shall only be San Bernardino Community College District management.
- 13.5 The evaluation shall be signed by the evaluator and the unit member being evaluated. The unit member's signature signifies only that the unit member has read the document, has been given a copy, and has been given the opportunity of attaching a written response which shall become part of the permanent record. Unit members have thirty (30) calendar days to file a written response to his/her evaluation.
- 13.6 No evaluation of a unit member shall be placed in the unit member's personnel file without an opportunity for discussion between the unit member and the evaluator. A negative evaluation rating of 1 or 2 shall include specific recommendations for improvement. The unit member shall have the right to review any evaluation during working hours provided that such reviews are limited to a reasonable period or periods of time.
- 13.7 The DISTRICT retains its prerogative to make additional evaluations as it deems necessary.
- 13.8 The substance of any evaluation, including the observations, opinions, and conclusions of the evaluator, shall not be subject to the grievance procedure. The evaluation procedure as provided hereinabove shall be grievable.
- 13.9 An official file of evaluation reports shall be maintained in the District Human Resources Office. Evaluation reports shall not be used in a disciplinary action against a bargaining unit member if the evaluation report was dated two (2) years preceding the aforementioned disciplinary action or was dated during a permanent bargaining unit member's probationary period.

## ARTICLE 14: LEAVES

- 14.1 **BEREAVEMENT LEAVE.** Unit members shall be entitled to a paid leave of absence, not to exceed three (3) days, or five (5) days if travel out-of-state or a round trip of over 500 miles is required, on account of the death of any member of his/her immediate family. A member of the immediate family means mother, father, grandparent, or grandchild of the unit member or the spouse/registered domestic partner of the unit member, and the spouse/registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, or sister-in-law of the unit member or any relative living in the immediate household of the unit member. Absences due to bereavement leave should be recorded on the unit member's work report.
- 14.2 **JUDICIAL LEAVE.** Unit members called for mandatory jury duty, or as a subpoenaed witness as an employee of the DISTRICT, or as a litigant on behalf of the DISTRICT, during working hours, shall be entitled to paid leave in the amount of the difference between the unit member's regular earnings and the amount of fees received as a juror, subpoenaed witness as an employee of the DISTRICT, or litigant on behalf of the DISTRICT, excluding allowances for meals, mileage, or parking. Absences due to judicial leave should be recorded on the member's work report.
- 14.2.1 A unit member's jury duty hours plus the hours from court to work plus any workday shift assignment for that day should not exceed nor be less than the unit member's regularly assigned number of work hours for that day. The DISTRICT shall assess any unusual work shift on an individual basis, taking into consideration what is reasonable under the circumstances giving due respect to the needs of the DISTRICT and the health and welfare of the unit member.
- 14.2.2 Unit members called for jury duty, or as a subpoenaed witness as an employee of the DISTRICT, or as a litigant on behalf of the DISTRICT, shall notice the DISTRICT as soon as possible upon receipt of the summons. The DISTRICT will require unit members absent on jury duty, or as a subpoenaed witness as an employee of the DISTRICT, or as a litigant on behalf of the DISTRICT, to submit verification from the court indicating the reporting and release times.
- 14.3 **MILITARY LEAVE.** A unit member shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave. Request for such military leave shall be made in writing and verified by a copy of the military orders requiring military duty. Absences due to military leave should be recorded on the unit member's work report.
- 14.4 **SICK LEAVE.** Members of the bargaining unit employed by the DISTRICT five (5) days per week with full pay for a fiscal year shall be entitled to twelve (12) days leave of absence for illness or injury, exclusive of days they are not required to render to the DISTRICT. Day, as used in this Article, means the unit member's regularly assigned workday, exclusive of overtime. Absences due to sick leave should be recorded on the unit member's work report.
- 14.4.1 Members of the bargaining unit, employed five (5) days a week, who are employed for less than a full fiscal year are entitled that proportion of twelve (12) days leave of absence for illness or injury as the number of months he/she is employed bears to twelve (12). Members of the bargaining unit employed less than five (5) days per week or forty (40) hours 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 or hours he/she is employed per week bears to five (5) days or forty (40) hours.
- 14.4.2 Pay for any day of such absence shall be the same as the pay which would have been received had the unit member served during the day of illness.
- 14.4.3 At the beginning of each fiscal year, the full amount of sick leave granted under this section shall be credited to each unit member. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new unit member of the DISTRICT shall not be eligible to take more than six

(6) days, or the proportionate amount to which they may be eligible under this section, until the first day of the calendar month after completion of six (6) months of active service with the DISTRICT.

- 14.4.4 Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from are, for all job related purposes, temporary disabilities and shall be treated as a condition of illness. Eligible unit members are entitled to receive compensation at their regular rate of pay charged against credited sick leave for the workdays missed during the period of disability, provided that Human Resources receives a medical status report from the attending physician.
- 14.4.5 If a member of the bargaining unit does not take the full amount of leave allowed in any year, the amount not taken shall be accumulated from year to year.
- 14.4.6 Members of the bargaining unit absent due to surgery, serious injury or illness for more than five (5) consecutive assigned workdays shall be required to submit a medical release from a physician to Human Resources prior to being permitted to return to work. A unit member absent for more than five (5) workdays shall notify Human Resources of his/her approximate return date.
- 14.4.7 Members of the bargaining unit may be required to submit to medical examinations, at the DISTRICT'S expense, at the discretion of the DISTRICT.
- 14.4.8 A unit member who has been employed by some other school DISTRICT for a period of one (1) calendar year or more, and who terminates such employment for the sole purpose of accepting a position in this DISTRICT and has not been terminated by an action initiated by the employer for cause, and who subsequently accepts within one (1) year of such termination, a position with the DISTRICT, shall upon request have transferred with him/her all of the unused accumulated sick leave.
- 14.4.9 The DISTRICT may cancel all sick leave rights or accumulations when a unit member severs all official employment connection with the DISTRICT and all accumulated sick leave may be transferred pursuant to the provisions in Section 88202 of the Education Code. A unit member who has any sick leave benefits earned but unused on the date of retirement may have those converted to retirement credit if appropriate in accordance with applicable law.

Upon retirement, if sick leave cannot be used for retirement credit, sick leave will be converted to vacation days as follows:

- a. A ratio of five (5) sick days (forty (40) hours) to one (1) vacation day (eight (8) hours). Unit members working less than full time shall be prorated accordingly.
  - b. Only days earned while employed for the SBCCD are eligible for conversion benefits.
  - c. Only unit members who have rendered five (5) years or more of unbroken service to the SBCCD are eligible for conversion benefits.
  - d. The maximum number of vacation days which may be converted shall not exceed the number of days the retiring unit member earns annually under the provisions of Article 19, Section 19.3.
- 14.4.10 A unit member shall be credited once a fiscal year with the total of not less than 100 working days of paid sick leave, excluding sick days under Article 14.4. Such days of paid sick leave in addition to those days of sick leave under Article 14.4 shall be compensated at 50% of the unit member's regular salary. Such additional days shall be exclusive of any other paid leaves, holidays, vacation or compensatory time to which the unit member may be entitled. The 100 working days of extended sick leave shall be allocated on July 1<sup>st</sup> of each fiscal year; the 50% (half pay) extended sick days will be utilized only after all accrued regular full-pay sick leave is exhausted. Any remaining 50% half pay extended

sick leave will not carry forward to the next fiscal year. At the conclusion of the 100 working days of 50% half pay extended sick leave the unit member may elect to use any other available leaves.

14.4.11 Unit members who have given forty-eight (48) hours notice and have been released for a doctor or dental appointment have the option to work an extended day or to utilize sick leave. The additional hours constituting an extended day shall be equal to the period of time that the unit member was absent, but not in no event shall exceed two (2) hours. Time may be made up during the week in which the absence occurred. The unit member and the supervisor shall mutually agree on the time.

14.4.12 Sick leave shall be taken in increments of not less than one-quarter (1/4) hour.

14.4.13 A unit member shall contact his/her immediate supervisor, or their designee, as soon as the need to be absent is known or at the beginning of the work shift. This does not apply where the unit member cannot reasonably provide the notification. The unit member shall inform his/her immediate supervisor, or their designee, as to the expected date of return. Required documentation shall be submitted to Human Resources. Absences extending more than five (5) work days are subject to the provisions in section 14.4.14.

14.4.14 The DISTRICT may require a unit member to provide to Human Resources written verification of illness or injury by a licensed physician for any absence that exceeds five (5) workdays for which entitlement to sick leave is claimed under this Article and reported on the unit members work report. The verification shall include a statement that the unit member is able to perform his/her duties without restriction. The verification shall also include the date upon which the unit member is released to full duties.

14.4.15 **SICK LEAVE STATUS REPORT.** All unit members shall have access to view their individual status report online.

14.4.16 When all available leaves of absence, paid or unpaid, have been exhausted, the unit member shall be placed on a reemployment list for a period of thirty-nine (39) months.

14.5 **INDUSTRIAL ACCIDENT AND ILLNESS LEAVE.** Absences due to Industrial leave should be recorded on the unit member's work report. Unit members shall be entitled to industrial accident and illness leave in accordance with current Education Code and the following provisions.

14.5.1 A unit member suffering an injury or illness arising out of, and in the course, of his/her employment, shall be entitled to a leave of sixty (60) working days in any one fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.

14.5.2 Payment for wages 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. 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 of Trustees, 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 endorsement, the DISTRICT shall pay the difference between the wage loss benefit check and any entitlement the unit member may have.

14.5.3 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation or other paid leave will then be used. If, however, a unit member is still receiving Worker's Compensation benefits at the time of the exhaustion of benefits under this Section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave, which,



when added to the Worker's Compensation award, provides for a day's pay at the regular rate of pay.

14.5.4 When all available leaves of absence, paid or unpaid, have been exhausted, the unit member shall be placed on a reemployment list for a period of thirty-nine (39) months.

14.5.5 Leave under this Section shall commence on the first day of absence. The DISTRICT may select the examining physician and require a physician's report as verification of illness or injury due to industrial accident or illness.

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

14.5.7 In order to be eligible for leave under this Section, a unit member must have served as an employee of the DISTRICT continually for a period of nine (9) months.

14.6 **PERSONAL NECESSITY LEAVE.** Absences due to personal necessity leave should be recorded on the unit member's work report. Any days of leave of absence for illness or injury under Section 14.4 of this Agreement may be used by a unit member, at his/her election in cases of personal necessity, including, but not limited to any of the following:

- a. Death of a member of his/her immediate family.
- b. Accident involving his/her person or property, or the person or property of a member of his/her immediate family.
- c. Appearance in court as a litigant, party or witness under subpoena or any order made with justification. If the unit member receives payment for this appearance, such payment will be forfeited to the DISTRICT.
- d. A serious illness of a member of the family.
- e. Such other reason approved by the DISTRICT.

No earned leave in excess of seven (7) days may be used in any school year for leave under this Section. Under no circumstances shall leave be available for purposes of recreation of any kind, engaging in other employment of any kind, including direct or indirect self-employment, social events, vacation, any concerted refusal to work, pursuit of other business, financial or economic interests of the unit member, or any illegal activity. For purposes of this Section, members of the immediate family means the mother, father, grandmother, grandfather, or a grandchild of the unit member or of the spouse/registered domestic partner of the unit member, and the spouse/registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law of the unit member, or any relative living in the immediate household of the unit member.

14.7 **UNAUTHORIZED LEAVE.** Absences due to unauthorized leave should be recorded on the unit member's work report. Any unit member absent without being on approved leave shall have deducted from his/her salary the appropriate amount covering such period. The DISTRICT reserves the right to take any appropriate disciplinary action against such unit member. Failure to notify the DISTRICT of the anticipated absence prior to the commencement of the unit member's shift may constitute unauthorized leave.

14.8 **BREAK IN SERVICE.** No absence under any paid leave provisions of this Article shall be considered as a break in service for any unit member who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence.

14.9 **ADDITIONAL LEAVE.** The DISTRICT may grant, in addition to the leaves set forth hereinabove, such additional leaves of absence, with or without pay, for such purposes and periods of time as it deems advisable.

- 14.10 **AUTHORIZED LEAVE VERIFICATION.** Prior or subsequent to approval of any paid leave, the DISTRICT may require a unit member to furnish a doctor's certificate, affidavit or other documentation, on forms prescribed by the DISTRICT, as verification of illness or other reason for authorized leave. Verification may be required when the DISTRICT has reason to question the validity or any request for approved leave.
- 14.11 **PARENTAL LEAVE AND FAMILY CARE.** Absences due to Parental Leave and Family Care should be recorded on the unit member's work report.
- 14.11.1 **PARENTAL LEAVE/BONDING.** The DISTRICT will allow the use of paid sick leave for parental leave bonding up to a period of twelve (12) weeks within the first year following the birth or adoption of a child. A unit member shall not be provided more than one twelve (12) workweek period for parental/bonding leave during any twelve (12) month period.
- 14.11.2 **FAMILY CARE.** The DISTRICT will allow the use of paid sick leave for family care leave for care of a disabled or seriously ill immediate family member for a period of up to twelve (12) weeks.
- 14.11.3 Leave under this section is subject to the following provisions:
- a. The unit member must have served as an employee of the DISTRICT continuously for a period of one (1) year, however, the unit member is not required to have 1,250 hours of service during the previous twelve (12) month period in order to take parental/bonding leave.
  - b. Sections 14.11.1 or 14.11.2 individually or in combination may not exceed a total of twelve (12) weeks in any twelve (12) month period.
  - c. Upon exhaustion of sick leave, a unit member may utilize difference in pay up to completion of the twelve-week period.
  - d. During this leave, the DISTRICT will continue benefit coverage, sick leave and seniority will accrue, and pension contributions will be made by both DISTRICT and unit member.
  - e. For purposes of this Article, unit members of the immediate family means the mother, father, grandmother, grandfather or a grandchild of the unit member or of the spouse of the unit member, and the spouse/registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law of the unit member or any other individual whose legal residence is in the immediate household of the unit member.
- 14.12 **STATE AND FEDERAL LEAVE LAWS.** Family Medical Leave Act (FMLA), California Family Rights Act (CFRA), and Pregnancy Disability Leave (PDL) benefits are available to classified employees as entitled under current state and federal law. Upon request, the DISTRICT shall provide the unit member a copy of their rights and benefits. All Federal and State Leave benefits will be calculated for eligibility and use on a 12-month basis.
- a. In cases of non-pregnancy related illness, FMLA and CFRA will apply and run concurrent with Sick Leave (Article 14.4)
  - b. In cases of pregnancy related illness, FMLA and PDL will apply and run concurrent with Sick Leave (Article 14.4).
  - c. In cases of family care, FMLA and CFRA will apply and run concurrent with Parental Leave and Family Care (Article 14.11).

- 14.13 **CATASTROPHIC ILLNESS LEAVE.** The purpose of this program is to permit unit members with a catastrophic injury or illness to solicit individual donations of sick leave and/or vacation and/or comp time leave from fellow employees.

All requests submitted to the Vice Chancellor of Human Resources or designee are handled with confidentiality and upheld throughout the process. The District will make every effort to protect the identity and privacy of the catastrophic illness leave recipient.

14.13.1 Definition of Catastrophic Leave: The intent of this program is to permit unit members to donate eligible leave credits to a unit member when that unit member or a member of his or her family suffers from a catastrophic illness or injury. For purposes of this Article a catastrophic illness or injury is defined as one which is expected to incapacitate the unit member or a member of his/her family for an extended period of at least forty-five (45) or more calendar days or is, according to competent medical evidence catastrophic, likely to incapacitate the unit member or family member or be characterized as terminal.

A catastrophic leave donation request may be initiated immediately, using the process defined below, at the moment the need is known. However, Catastrophic Leave will not begin until all leaves have been exhausted as defined in this Article.

For purposes of this Section, "family" means the mother, father, grandmother, grandfather, or a grandchild of the unit member or of the spouse/registered domestic partner of the unit member, and the spouse/registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law of the unit member, or any relative living in the immediate household of the unit member.

#### 14.13.2 **RECIPIENT REQUIREMENTS.**

The recipient:

- a. Is a regular, non-probationary bargaining unit member who has exhausted all accrued paid leave credits, including sick leave, vacation and comp time;
- b. Is incapacitated/absent for an extended period of time no less than 45 calendar days;
- c. Is incapacitated during assigned time. For example, in the case of 10 or 11-month employee only assigned time will be considered;
- d. May use donated time in partial day increments;
- e. May initially request not more than sixty (60) days. A unit member may request an additional sixty (60) days by filing an additional request;
- f. Requests for donated leave credits in writing to Human Resources. A fellow unit member, supervisor, family member, Human Resources, or the Recipient's medical provider may request Catastrophic Leave benefits on behalf of the Recipient;
- g. Must include with the request, a written statement from the medical provider, which verifies catastrophic illness or injury of the Recipient or the Recipient's immediate family member as defined in 14.13.1; and
- h. Must use all donated leave within a twelve (12) consecutive month period following the donations. If the Recipient returns to work and has a reoccurrence of the same or related catastrophic injury or illness, after using any accrued vacation or sick leave, previously donated leave days may be used if time remains available, within the same twelve (12) month period.

The Vice Chancellor of Human Resources or designee shall evaluate all requests for catastrophic leave and shall have authority for granting leave in accordance with this Article. Pledged donated leaves can be used only for the specified catastrophic injury or illness. A different catastrophic injury or illness must be handled as a separate second incident. If the District has reasonable cause to believe there is abuse of the catastrophic leave policy by a unit member, the District may require additional medical verification from a physician selected by the District at District expense.

Human Resources will notify District employees in writing of the need for donations of catastrophic leave credits and collect all signed pledge forms. Human Resources will notify Payroll of donated hours. Payroll will deduct donated hours from the donor and credit donated hours to the recipient. Human Resources and Payroll will keep a record of all donated leave credits.

If Recipient's request for catastrophic leave is denied, the Recipient or Recipient's agent or Association may request a review of the reason(s) for denial. If the denial is upheld the unit member or Association may appeal the decision to the Chancellor. If the denial is upheld at the Chancellor level, the decision is not subject to the grievance process.

The maximum amount of time in which donated leave credits may be used shall be twelve (12) consecutive months.

#### **14.13.3 DONOR REQUIREMENTS.**

Unit members may donate leave credits to an eligible classified, confidential, management or academic employee under the following conditions:

- a. Donors may volunteer no more than 50% of their accrued sick and/or vacation and/or comp time. Donors must have accrued no less than 120 hours of leave credits prior to donation;
- b. Unit members wishing to donate catastrophic leave credits must donate credits in writing on a signed, District authorization pledge form, distributed by Human Resources;
- c. The minimum amount of donated leave credits shall be eight (8) hours initially, and in one-hour increments thereafter;
- d. The donor understands that donation of catastrophic leave credits is voluntary;
- e. Donations may be made by eligible classified, confidential, management or academic employees;
- f. All transfers of eligible leave credit are irrevocable. Unused leave credits will not be credited back to the donor;
- g. Donated leave is charged on an hour-for-hour basis.

**ARTICLE 15: VACANCIES, TRANSFERS, VOLUNTARY DEMOTIONS, IN  
HOUSE OR PROMOTIONAL ONLY RECRUITMENTS**

- 15.1 **POSTING OF VACANCIES.** Notice of all job vacancies within the bargaining unit shall be posted on the District employment bulletin boards at currently designated posting locations. Closed transfer and "In-House or Promotional Only" recruitment notices shall be sent out to all unit members in a timely manner.
- 15.1.1 The job vacancy notice shall remain posted for a period of ten (10) full working days, during which time unit members may file for the vacancy.
- 15.1.2 **NOTICE CONTENTS.** The job vacancy notice shall include: the job title, a brief description of the position and duties, the minimum qualifications required for the position, the assigned job site, the number of hours per week, and months per year assigned to the position, the salary range, and the deadline for filing to fill the vacancy.
- 15.1.3 **FILING.** Any unit member may file for the vacancy by submitting written notice to the Human Resources Office within the filing period. Any unit member on leave or vacation may authorize his/her job representative to file on the unit member's behalf.
- 15.1.4 **NOTIFICATION.** Unit members who apply for transfer, voluntary demotions, or "In-House or Promotional Only" recruitments shall be notified in writing whether they were or were not selected.
- 15.2 **VOLUNTARY TRANSFERS.** For purposes of this section the term transfer shall mean a lateral movement within the job classification from one (1) work position or station to another work position or station in the DISTRICT.
- 15.2.1 Permanent unit members are eligible to apply for a voluntary transfer if he/she is presently within the same classification, has previously served in that classification in the DISTRICT, or is applying for a voluntary demotion.
- 15.2.2 Requests from regular unit members seeking transfers shall be considered by the selecting administrator. Considerations shall include hire date, seniority within the present classification of the employee, skills, abilities, job performance, suitability and requirements of the vacant position. In the event of denial, written justification must be provided to the unit member within ten (10) days of notice. The decision shall not be arbitrary or capricious.
- 15.2.3 Where the application(s) for voluntary transfer, voluntary demotion, or "In-House or Promotional Only" recruitment is not granted, the vacancy will be announced publicly.
- 15.2.4 A mutual transfer may be accomplished between two (2) unit members of classifications in which both are qualified. A mutual transfer must be made upon agreements of both supervisors and with the concurrence of the President(s) and/or Chancellor.
- 15.2.5 An approved transfer resulting from the request of a unit member shall be considered permanent. Therefore, no additional probationary period shall be required.
- 15.3 **VOLUNTARY DEMOTIONS.** A permanent unit member transferring within the classification or taking a voluntary demotion shall retain his/her old anniversary date seniority rights. Unit members requesting a voluntary demotion to a lower classification shall be given preference over other applicants with equal or lesser qualifications.

If the position from which a unit member took a voluntary demotion is again vacant, that unit member will be given preference over other applicants with equal or lesser qualifications in filling the former position. This section shall be superseded by the provisions in Article 9, Layoff and Reemployment when applicable. (See Article 7.11)

- 15.4 **“IN-HOUSE OR PROMOTIONAL ONLY” RECRUITMENTS.** "In-House or Promotional Only" recruitment shall only be used:
- a. When the position is being filled on an interim basis for the minimum time necessary to allow for full and open recruitment which shall not exceed one (1) year.
  - b. When there is a reorganization that does not result in a net increase in the number of unit members.
  - c. When there is a closed transfer. For the purposes of this section, a closed transfer is defined as one or more lateral transfers when there is no net increase in the number of employees.
- 15.4.1 Any unit member may apply concurrently on an “In House or Promotional Only” basis for any position announced under the voluntary transfer policy. Such application will not be considered until voluntary transfer and voluntary demotion applicants have been reviewed. A selection process, as outlined in Section 53021 of the California Code of Regulations and Education Code 87100, will be used to address any “In House or Promotional Only” requests.
- 15.4.2 The procedure of selecting a qualified candidate shall be negotiated between the Parties. Selection shall be in compliance with Equal Employment Opportunity (EEO) regulations and consistent with Article 15.1 Posting Vacancies.
- 15.4.3 The Association and unit member shall receive documentation of the temporary work assignment.
- 15.4.4 Documentation of the temporary work assignment shall be placed in the unit member’s personnel file.
- 15.4.5 The vacancy that is incurred because of an in-house or promotional recruitment shall either be filled using another in-house temporary assigning of the position and if the assignment is not filled with a bargaining unit member a substitute employee shall fill the vacancy until the incumbent returns to their assignment or is permanently filled.
- 15.4.6 The rate of pay for in-house promotional assignments shall be the initial rate of pay of the assignment the unit member is assigned to. If the increase exceeds the highest step of a higher classification, the unit member shall be paid at the higher step. In-house or promotional assignments shall be limited to six (6) months unless the period is extended by mutual agreement by the DISTRICT and the ASSOCIATION.
- 15.5 **MEDICAL TRANSFERS.** The DISTRICT may assign a unit member to another position in cases where the unit member is medically unable to assume his/her regular duties.
- 15.6 **SUBSTITUTE EMPLOYEES.** The DISTRICT may employ a substitute employee pursuant to Education Code 88003 to replace any classified employee who is temporarily absent from duty.
- If the DISTRICT is engaged in recruiting a permanent employee to fill a vacancy in any classified position, the Governing Board may fill the vacancy through such employment for not more than sixty (60) calendar days.

## ARTICLE 16: PERSONNEL

- 16.1 **CLASSIFICATION.** The DISTRICT may create new classifications and fix duties, responsibilities, and assignments for such classifications, or reclassify or abolish positions as long as any such action is not inconsistent with other provisions in this Article or Agreement. Except by mutual agreement, the DISTRICT shall notify the ASSOCIATION in writing ten (10) working days prior to the board calendaring of an agenda item of any new classification or the abolition of a classification. Upon receipt by the ASSOCIATION of the DISTRICT'S written notice, the ASSOCIATION shall notify the DISTRICT in writing within ten (10) working days, its intent to negotiate the classification, titles, or abolition of the classification.
- 16.1.1 The DISTRICT will notify the ASSOCIATION in writing within five (5) working days, notice of reorganization of classified position(s) at the colleges or district sites. Upon receipt by the ASSOCIATION of the DISTRICT'S written notice, the ASSOCIATION shall notify the DISTRICT in writing within five (5) working days its intent to negotiate effects of such reorganization.
- 16.2 **PERSONNEL FILES.** The personnel file of each unit member shall be maintained at a single location determined by the DISTRICT. No disciplinary action based upon written materials shall be taken against a unit member unless such written materials are included in the unit member's personnel file.
- 16.2.1 Any supervisor or other administrator who writes and places into the personnel file a written evaluation, other than the regular unit member evaluation as defined in Article 13, or memorandum relating to a unit member's job performance shall sign and date such evaluation memorandum. The unit member shall be provided with copies of any derogatory written material thirty (30) calendar days, before it is placed in the personnel file. During this thirty (30) calendar day period, the unit member shall be given an opportunity during normal working hours to initial and date the material and to prepare a written response to such material. The written response shall be attached to the material.
- 16.2.2 Unit members may review material in their personnel files which serve as a basis for affecting the status of their employment, except the following material shall not be available for inspection: (1) Ratings, reports, or records which were obtained prior to employment of the unit member; (2) Materials prepared by identifiable examination committee members; or (3) Materials obtained in connection with a promotional examination.
- 16.2.3 Unit members shall have the right to inspect the contents of their personnel files upon request, provided the request is made at a time when such person is not actually required to render services to the DISTRICT.
- 16.2.4 The DISTRICT shall maintain a log within each unit member's personnel file indicating the persons (other than employees in the Human Resources Office) who have examined the file and the date of such examination. The log and the unit member's personnel file shall also be available to the appropriate ASSOCIATION representative with written authorization of the unit member where disciplinary action is pending against, or a grievance has been filed by the unit member. Such examination by the employee or ASSOCIATION representative shall conform to the parameters set forth under Section 16.2.2.
- 16.2.5 Upon written authorization of the unit member, an ASSOCIATION representative may review the unit member's permanent personnel file. An ASSOCIATION representative may accompany any unit member in the review of that member's file.

### 16.3 REQUEST FOR RECLASSIFICATION.

16.3.1 For purposes of this article, “reclassification” shall mean the upgrading of a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in that position.

16.3.2 Requests for reclassification shall be submitted on an online, accessible and fillable Reclassification Request Form (Appendix E). These shall be obtained from the Office of Human Resources or the District website. Requests for reclassification may be submitted by a unit member or the unit member’s immediate supervisor, or may be initiated by the Vice Chancellor of Human Resources or designee. Upon completion, the unit member will submit the Reclassification Request to the Office of Human Resources. A date stamped copy of all submitted forms will be provided to the unit member and the ASSOCIATION by the Office of Human Resources.

16.3.3 The ASSOCIATION or the DISTRICT may propose a reclassification for any position at any time during the life of the Bargaining Agreement. A reclassification request may be initiated by the DISTRICT, ASSOCIATION, unit member or his/her immediate supervisor.

#### 16.3.4 RECLASSIFICATION PROCESS.

The reclassification process will be an annual, collaborative process between the ASSOCIATION and the DISTRICT utilizing the Reclassification Committee. Requests must be submitted no later than December 1<sup>st</sup> to be reviewed during the month of February as stated in section 16.3.4.4 of this article.

16.3.4.1 **Step 1.** Reclassification requests must be submitted to Human Resources November 1<sup>st</sup> – December 1<sup>st</sup>.

16.3.4.2 **Step 2.** Upon receipt of the request, the Office of Human Resources will date stamp the request prior to forwarding a copy to the unit member’s immediate supervisor. The ASSOCIATION and the unit member shall receive a copy.

16.3.4.3 **Step 3.** The immediate supervisor will provide his/her comments to Human Resources within fifteen (15) working days. The ASSOCIATION unit member shall receive a copy.

16.3.4.4 **Step 4.** Reclassification review by the Reclassification Committee shall occur during the month of February.

a. If requested, a unit member shall have a personal interview with the committee.

b. Human Resources will notify the unit member(s) of the committee’s decision in writing within ten (10) working days at the conclusion of the committee.

16.3.4.5 **Step 5.** Reconsideration/Appeal Process shall be permitted within fifteen (15) working days after the unit member is informed of the Reclassification Committee’s decision. The unit member has the right to appeal in writing to the Chancellor within fifteen (15) working days of the committee’s find. The Chancellor shall notify the unit member and the committee in writing with thirty (30) working days of his/her decision which shall be final.



- 16.3.4.6 **Step 6.** All approved reclassification recommendations shall be submitted for board approval no later than the June board meeting.
- 16.3.4.7 When a position is reclassified, the incumbent in the position shall be entitled to serve in the new position.
- 16.3.4.8 Salary of Position Reclassification. The salary of a unit member in a position that is reclassified shall be determined as follows:
- a. If a position is reclassified to a classification having the same salary range (reclassification – lateral), the salary and anniversary date of the unit member shall not change.
  - b. If a position is reclassified to a classification having a higher salary range (reclassification–upward), the unit member shall be placed on the appropriate salary range of their new classification, which would result in no less than a five (5%) percent increase over the current salary, except if the new placement is at highest Step. The anniversary date of the unit member shall be the date on which the reclassification request was submitted.
- 16.3.4.9 Reclassification recommendations are subject to the approval of the Chancellor or designee. Final determinations shall be documented in the form of a memorandum of understanding and shall be subject to all approval processes.
- 16.3.4.10 The effective date of an approved reclassification shall be the date the application was stamp received by the Office of Human Resources.

#### 16.3.5 **THE RECLASSIFICATION COMMITTEE.**

The Reclassification Committee shall consist of the Director of Human Resources or designee and two (2) human resources staff members and the CSEA Chapter President or designee and two (2) unit members. The CSEA Labor Relations Representative (LRR) may be appointed to serve on the committee in lieu of one of the unit members. Both the ASSOCIATION and the DISTRICT will also appoint a minimum of two (2) alternates to serve as needed when there may be a conflict of interest or absence of an appointed committee member. Each party shall have three (3) committee members for the review process.

- 16.3.5.1 The ASSOCIATION shall be given reasonable time without loss of compensation to prepare for and participate on the Reclassification Committee.
- 16.3.5.2 The parties shall notify each other of its committee members and alternates no later than November 1<sup>st</sup> of each year.
- 16.3.5.3 If the Committee finds that a classification does not exist, a draft job description will be provided by the DISTRICT and shall be subject to the negotiations process between the ASSOCIATION and DISTRICT.

#### 16.4 **PLACEMENT IN THE CLASSIFICATION AND RANGE.**

- 16.4.1 Every bargaining unit member shall be placed in a classification and range in the classified service.

#### 16.5 **CLASSIFICATION AND COMPENSATION STUDIES.**

- 16.5.1 The DISTRICT and the ASSOCIATION shall review each classification within the bargaining unit at least once within a five (5) year period.

16.5.2 The DISTRICT and the ASSOCIATION shall mutually agree on the compensation and classification study process.

16.5.3 Salary range adjustments shall be negotiated.

16.6 **CLASSIFICATION AND RECLASSIFICATION REQUIREMENTS.**

16.6.1 Position classification and reclassification shall be subject to mutual agreement between the DISTRICT and the ASSOCIATION.

16.7 Either party may propose a reclassification for any position at any time during the life of the Agreement.

## ARTICLE 17: PROGRESSIVE DISCIPLINE

- 17.1 Progressive discipline is a series of disciplinary actions, corrective in nature and is not intended to be punitive, to provide unit members the opportunity to improve job performance and comply with policies and procedures.
- 17.2 Prior to imposing formal disciplinary action upon a bargaining unit member, the DISTRICT shall follow the principles of progressive discipline. Exceptions to progressive discipline include serious cases of misconduct, or cause as defined in Article 17.11. Discipline includes, but is not limited to, oral warning, written warning, written reprimand, suspension without pay, and may lead to termination.

A “day” is any day in which the Human Resources Department of San Bernardino Community College District is normally open for business to the public.

- 17.2.1 **Step 1 – Informal Conference.** Prior to any formal discipline action, the unit member’s immediate supervisor shall notify the unit member of the deficiencies in his/her job performance that has been observed. The supervisor shall identify improvements needed and how the unit member may improve his/her performance. The supervisor shall provide a written improvement plan including coaching and training, as needed, to address the identified deficiencies. The unit member’s performance must be reviewed within sixty (60) days to document the unit member’s progress, including any recommendations for continued success. Documentation of the coaching shall not be placed in the unit member’s personnel file, but may be used as supporting documentation in later steps.
- 17.2.2 **Step 2 – Verbal Warning.** If the deficiencies identified in Step 1 have not been improved, the unit member may receive a verbal warning. The verbal warning shall consist of the unit member’s specific deficient performance and further direction for improvement(s). The verbal warning shall not include incidents or deficiencies that were not discussed in the Step 1 level. Documentation of the verbal warning shall be acknowledged by the unit member and supervisor with copies to both and shall not be placed in the unit member’s personnel file, but may be used as supporting documentation in later steps.
- 17.2.3 **Step 3 – Written Warning.** If deficiencies identified in Step 2 have not improved, the unit member may receive a written warning. The supervisor shall prepare and send a written warning letter to the bargaining unit member and the CSEA Chapter President or designee. The letter shall consist of the unit member’s specific deficient performance and further direction for improvements. The written warning shall not include incidents or deficiencies that were not discussed in the Step 2 level. Documentation of the written warning shall be placed in the unit member’s personnel file.
- 17.2.4 **Step 4 – Letter of Reprimand.** If deficiencies identified in Step 3 have not improved, the unit member’s immediate supervisor may prepare a written Letter of Reprimand and send the letter to the unit member and the CSEA Chapter President or designee. The Letter of Reprimand shall outline those specific areas or incidents of the unit member’s deficient performance and a written improvement plan where appropriate for deficiencies of job performances. The Letter of Reprimand shall not include any incidents or deficiencies that were not included in the Step 3 level. The Letter of Reprimand shall not be placed in the unit member’s personnel file until he/she has been given thirty (30) working days to respond.
- 17.2.5 **Step 5 – Suspension.** If deficiencies identified in Step 4 have not improved, the immediate supervisor may make a recommendation to the Vice Chancellor of Human Resources or designee that the unit member’s deficient performance may warrant a suspension without pay for a period not to exceed five (5) days, as deemed appropriate. Copies of the recommendation shall be sent to the unit member and the CSEA Chapter President and placed in the unit member’s personnel file. A notice of the suspension shall

be prepared and subject to the disciplinary procedures within Article 17.3.

17.2.6 **Step 6 – Further Action.** If deficiencies identified in Step 5 have not improved after the above procedures have been followed, the Vice Chancellor of Human Resources or designee may recommend further disciplinary action be taken against the unit member. Additional discipline may include: demotion, suspension, reduction in hours, transfer or reassignment without the unit member's voluntary consent, written reprimand, or termination. Copies of the recommendation shall be sent to the unit member and the CSEA Chapter President. A notice of the recommendation for further action shall be prepared and subject to the disciplinary procedures within Article 17.3 and placed in the unit member's personnel file.

17.3 **DUE PROCESS.** When disciplinary action is being proposed against a unit member the DISTRICT must comply with the procedural due process requirements before it may deprive a unit member his/her property right and/or interest. Due process mandates that at a minimum a unit member must be provided with the following pre-disciplinary safeguards:

- a. notice of the proposed action;
- b. cause for the action;
- c. a statement of the charges signed by the Vice Chancellor of Human Resources or designee setting forth in clear and understandable language the specific act(s), error(s), or omission(s) giving rise to the charges;
- d. a copy of all materials including statements on which the DISTRICT relied upon preparing the notice of intent to discipline;
- e. copies of any sections of this contract, rules, regulations, or laws which are alleged to have been violated;
- f. notice of the right to respond to the charges either verbally or in writing prior to imposed discipline;
- g. the right to representation at all phases of the disciplinary process; and
- h. a statement of the unit member's right to hearing(s).

17.4 **DISCOVERY.** The unit member and the CSEA Chapter President or designee shall have the right to inspect and receive copies of any documents or other materials in the possession or under the control of the DISTRICT which are relevant to the disciplinary action proposed, at times and places reasonable for the unit member and the DISTRICT.

17.5 **BURDEN OF PROOF.** When disciplinary action is to be imposed on the unit member, the burden of proof shall rest with the DISTRICT.

17.6 **PAID ADMINISTRATIVE LEAVE.** The Vice Chancellor of Human Resources or designee may upon written notice place a unit member on Paid Administrative Leave when investigating allegation(s) of misconduct, wrongdoing, illegal act(s), or for the safety or for the protection of the public, district, or individual. The unit member shall remain on paid administrative leave while the investigation is being conducted, a decision is rendered and subsequent action is taken. All of the aforementioned shall be conducted in a timely and expeditious manner. Paid Administrative Leave shall mean that the employee shall not report to work, but shall receive all pay and benefits and shall be accessible to the DISTRICT during all scheduled working hours.

17.7 **NOTICE OF INTENT TO DISCIPLINE.** When disciplinary action is proposed, the DISTRICT shall provide the ASSOCIATION and unit member a Notice of Proposed Discipline setting forth the cause of the action the specific acts or omissions upon which the proposed discipline is based and copies of all statements or documents upon which the DISTRICT relied on assessing the degree of proposed discipline. The notice should be in compliance with the provisions of Education Code Sections 88013, 88016.

17.8 **RIGHT TO A PRE-DISCIPLINARY MEETING (SKELLY CONFERENCE).** The Notice of Proposed Discipline shall inform the unit member of his/her right to request a “pre-disciplinary meeting” (Skelly Conference) prior to the imposition of the discipline. In the event of the unit member’s timely request of a “pre-disciplinary meeting” (Skelly Conference), such a meeting shall be held no sooner than five (5) days but within a reasonable period of time of upon the unit member’s request. At such a meeting the unit member shall be granted a reasonable opportunity, either in person or in writing, to make any representations the unit member believes are relevant to the case and put forth any information as to why the intended action should not proceed.

If a pre-disciplinary hearing is held, the DISTRICT shall provide the ASSOCIATION and unit member with a written notification of the Skelly Officer’s recommendation to either continue, amend, reduce, or dismiss the proposed discipline within ten (10) days.

17.9 **RIGHT TO AN EVIDENTIARY HEARING.** The Notice of Proposed Discipline shall inform the unit member of his/her right to request an evidentiary hearing after a decision is provided resulting from the “pre-disciplinary meeting” (Skelly Conference). Unit members’ have the right, upon request, to an evidentiary hearing before the disciplinary action is final. Such request for an evidentiary hearing must be made in writing within five (5) days from receipt of the Notice of Proposed Discipline and must be actually received by the Vice Chancellor of Human Resources or designee no later than five (5) days after notice is delivered. If the unit member requests an evidentiary hearing within the five (5) day period, at such hearing the unit member will be provided an opportunity to present oral and/or documentary evidence, confront and cross examine witnesses and to be represented by a representative of his/her choice. No evidentiary hearing shall be held unless written notice is delivered to the Vice Chancellor of Human Resources or designee within five (5) days of the date this notice is served on the unit member.

Failure to file a timely request for an evidentiary hearing waives the unit member’s right to an evidentiary hearing and no hearing will be held.

17.10 **UNIT MEMBER’S RIGHT DURING AN EVIDENTIARY HEARING.**

a. **Evidentiary Hearing:** All evidentiary hearings shall be conducted by a neutral Hearing Officer who shall be mutually agreed upon within twenty (20) days by the DISTRICT and ASSOCIATION. In the event the parties are unable to reach an agreement on the Hearing Officer within twenty (20) days from the date of the request for the hearing, a request for a list of five (5) qualified Hearing Officers will be submitted to the California Mediation and Conciliation Service by the DISTRICT. The Hearing Officer will be selected from the aforementioned list by alternate strike off. The first strike off will be determined by chance then each party will strike one name from the list until only one name remains. The remaining Hearing Officer will conduct the hearing. The hearing shall be conducted under rules of procedure established by the hearing officer which are consistent with the law. Both the DISTRICT and ASSOCIATION shall have the right to call witnesses, introduce evidence, cross examine any witness, and make motions or objections to the proceedings. All hearings shall be closed to the public unless the affected unit member specifically requests that the hearing be open to the public.

b. **Witnesses and Evidence:** The Hearing Officer shall have the authority to compel the production of such witnesses and evidence as may be necessary to ensure that the bargaining unit member’s due process rights are protected. The technical rules of evidence shall not apply. Hearsay evidence may be submitted to support direct evidence, but may not be sufficient standing alone to support a finding.

- c. Following the Evidentiary Hearing, the Hearing Officer shall render his/her findings, and decision, which shall be served on both parties. The Hearing Officer's decision is a recommendation only and is not binding.
- d. Unit members have the right to an evidentiary hearing before a neutral Hearing Officer; however, the Governing Board's determination of the sufficiency of the cause of disciplinary action shall be conclusive.
- e. **Costs:** The cost of the hearing and Hearing Officer will be borne by the DISTRICT.

#### 17.11 CAUSE FOR DISCIPLINARY ACTION.

Cause is defined as those acts, omissions, or behaviors which are detrimental to the operations of the DISTRICT and/or its major instructional, student and administrative divisions, or which impair the DISTRICT's mission, purpose or objectives.

The term "cause" for disciplinary actions that occur outside the progressive discipline steps in the forgoing portions of Article 17 include:

- Insubordination including the refusal to perform assigned duties or the refusal to obey a lawful directive from a supervisor.
- Carelessness or negligence in the care and/or use of District property.
- Discourteous offensive, or abusive conduct or language toward other employees, students, or the public.
- Dishonesty.
- Drinking alcoholic beverages on the job, or reporting to work while intoxicated.
- Use of narcotics on the job or reporting to work under the influence. The use of drugs under and consistent with the directions of a physician which does not impair the performance of a classified employee is not prohibited.
- Personal conduct of an unlawful nature or other conduct which a reasonable person would know may have adverse impact on the District.
- Engaging during required work time in political activity not authorized by law.
- Conviction of any felony or any crime involving moral turpitude.
- Repeated unexcused absence or tardiness.
- Abuse of any leaves.
- Intentionally falsifying any information supplied to the District, including, but not limited to, information supplied on application forms, employment records, or any other District records.
- Persistent violation or refusal to obey all rules and regulations made applicable to public schools by the Governing Board or by any appropriate federal, state or local governmental agency.
- Offering of anything of value or offering any service in exchange for special treatment in connection with the classified employee's assigned duties, or the accepting of value or any service in exchange for granting any special treatment to another employee or to any member of the public.
- Negligent or intentional violation of any law concerning the District.
- Advocacy of overthrow of federal, state or local government by force, violence or other unlawful means.

## ARTICLE 18: GRIEVANCE PROCEDURE

- 18.1 A "grievance" is a formal written allegation, on the prescribed DISTRICT form, by a unit member alleging a violation of this Agreement.
- 18.2 A "grievant" is a unit member, unit members, or the ASSOCIATION.
- 18.3 A "day" is any day in which the central administrative office of the San Bernardino Community College DISTRICT is open for business.
- 18.4 The "immediate supervisor" is the lowest level supervisor having immediate jurisdiction over the grievant and who has been designated to adjust grievances.
- 18.5 **INFORMAL LEVEL.** A unit member's grievance must be submitted orally in an informal conference with the unit member's immediate supervisor within twenty (20) days after the act or omission giving rise to the grievance, or twenty (20) days after the unit member, through the exercise of reasonable diligence, should have had knowledge of the act or omission that have gave rise to the grievance. At the time of the conference, the unit member may be accompanied by another unit member.
- 18.6 **FORMAL LEVEL - STEP 1.** If the alleged grievance is not resolved at the informal conference, the grievant must within five (5) days after the informal conference, present his/her grievance in writing to his/her immediate supervisor. This statement shall be a clear, concise statement of the grievance, the decision rendered at the informal conference and the specific sections of the Agreement allegedly violated, misapplied, misinterpreted and the specific remedy sought. A grievance may include more than one (1) unit member provided the issue is the same.

The supervisor shall communicate his/her decision to the unit member in writing within five (5) days after receipt of the written grievance.

- 18.7 **STEP 2.** In the event the grievant is not satisfied with the decision rendered by the supervisor, he/she may appeal the decision to the Chancellor or his/her designee within five (5) days after receipt of the supervisor's decision. This statement must include a copy of the original grievance, the decision rendered by the immediate supervisor, and the reason for the appeal. The Chancellor, or his/her designee, will communicate a decision in writing within ten (10) days after receipt of the appeal.
- 18.8 **STEP 3.** If the grievant is not satisfied with the decision of the Chancellor or his/her designee, the grievant may (with the approval of the ASSOCIATION) within thirty (30) days, submit a request in writing to the Chancellor for binding arbitration of the dispute.
- 18.8.1 The ASSOCIATION and the DISTRICT shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request the State Conciliation Service to supply a list of five (5) names. Each PARTY shall alternately strike a name from the list until only one (1) name remains. The remaining person shall be the arbitrator. The order of the striking shall be determined by lot.
- 18.8.2 The fees and expenses of the arbitrator shall be borne equally between the DISTRICT and the ASSOCIATION. All other expenses shall be borne by the party incurring them. The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue(s) submitted that shall be binding on the grievant, the ASSOCIATION and the DISTRICT. If the PARTIES cannot agree upon a submission agreement, the arbitrator shall determine the issue(s) by referring to the written grievance and the answer thereto at each step.
- 18.8.3 The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement or the written policies, rules, regulations and procedures of the DISTRICT.

- 18.8.4 The arbitrator shall submit his/her findings not later than twenty (20) days from the date of the close of the hearings or from the date the final statements and proofs are submitted to him/her. The arbitrator's findings of fact will be in writing and set forth his/her reasoning and decision on the issue(s) submitted.
- 18.9 **REPRESENTATION.** A unit member shall have the right to present grievances in accordance with these procedures with or without the intervention of the ASSOCIATION.
- 18.10 **ASSOCIATION NOTIFICATION.** In any instance where the ASSOCIATION is not represented in a grievance, the ASSOCIATION shall be notified of the intended disposition of the grievance ten (10) days prior to final action by the DISTRICT. The ASSOCIATION may respond in writing within the ten (10) day period.
- 18.11 **WAIVER.** The failure of the grievant to act within the prescribed time limits stated in this Article will act as a waiver of the grievance.
- 18.12 **DENIAL AND APPEAL.** The failure of the DISTRICT to issue a decision within the time limit at any step shall be deemed a denial and permit the grievant to proceed to the next step.
- 18.13 **SEPARATE GRIEVANCE FILE.** All documents, communications and records, dealing with the processing of a grievance shall be filed in a separate grievance file. Such materials may be placed in a unit member's personnel file in cases where the document, communication or record may be relevant to a disciplinary matter.
- 18.14 **STATUS OF PARTIES PENDING OUTCOME.** As to matters related to the procedures of this Section, the DISTRICT'S action shall remain in effect pending the final outcome of the grievance.



**ARTICLE 19: VACATIONS**

19.1 **PAID VACATION.** All unit members shall earn paid vacation time under the provisions of this Article.

19.2 **VACATION ELIGIBILITY.**

19.2.1 The first day of the month following the date of initial employment is considered the day and month in determining vacation entitlement.

19.2.2 Probationary unit members shall be eligible to accrue vacation, but are not eligible to use vacation until completion of six (6) months in paid status with the District.

19.3 **VACATION ACCRUAL.**

19.3.1 Vacation time shall be earned and accrued in hours based on the unit member's longevity date on a monthly basis according to the following schedule:

0 months through 4 years <b>eight</b> (8) hours
Beginning 5 years through 10 years <b>ten</b> (10) hours
Beginning 11 years through 15 years <b>twelve</b> (12) hours
Beginning 16 years <b>fourteen</b> (14) hours
One (1) additional vacation day will be earned effective with the 20 <sup>th</sup> year of service
One (1) additional vacation day will be earned effective with the 25 <sup>th</sup> year of service

**VACATION ACCRUAL FORMULA.**

19.3.2 Vacation for unit members shall be computed on an hourly basis, 173 hours being equal to one (1) full-month of employment.

Months Worked	0-4 Years	5-10 Years	11-15 Years	16-19 Years	20 Years	25 Years & Over
173 hours	8 hours	10 hours	12 hours	14 hours	14 2/3 hours	15 1/3 hours
346	16	20	24	28	29 1/3	30 2/3
519	24	30	36	42	44	46
692	32	40	48	56	58 2/3	61 1/3
865	40	50	60	70	73 1/3	76 2/3
1038	48	60	72	84	88	92
1211	56	70	84	98	102 2/3	107 1/3
1384	64	80	96	112	117 1/3	122 2/3
1557	72	90	108	126	132	136
1730	80	100	120	140	146 2/3	153 1/3
1903	88	110	132	154	161 1/3	168 2/3
2076	96	120	144	168	176	184

19.3.3 **PARTIAL MONTHS.** Vacation earned for partial months worked shall be as follows:

Less than 1 week	25% of a month's entitlement
1 week to 2 weeks	50% of a month's entitlement
More than 2 weeks	100% of a month's entitlement

**19.4 PART TIME WORKER VACATION ACCRUAL.**

19.4.1 Unit members working less than full time shall earn vacation on a pro rata basis of the amounts shown in Articles 19.3.1, 19.3.2, and 19.3.3.

Less than 40 hours	25% of a month's entitlement
40 hours to 80 hours	50% of a month's entitlement
80 hours or more	100% of a month's entitlement

**19.5 VACATION PAY.** Vacation pay shall be based upon the unit member's salary at the time the vacation is taken.

**19.6 STATUS REPORT ON VACATION.**

19.6.1 All unit members shall have access to view their individual status report online. The report shall be updated quarterly.

**19.7 HOLIDAYS (During Vacation).**

19.7.1 When a holiday falls during the scheduled vacation of any unit member, the day shall not be charged as a vacation day.

**19.8 VACATION SCHEDULING.**

19.8.1 Vacations shall be scheduled at times requested by unit members so far as possible within the District's work requirements. If there is any conflict between unit members who are working on the same or similar job duties as to when vacations shall be taken, the vacations shall be rotated as equally as is practical among unit members within each department on a seniority basis.

19.8.2 Vacation benefits earned must be taken by December 31st of the fiscal year following that in which they were earned.

**19.9 PRIOR APPROVAL.**

19.9.1 All vacations must be approved in advance by the unit member's immediate supervisor and shall be taken at a time which is least disruptive of DISTRICT operations. A unit member's request for vacation must be responded to and answered by the immediate supervisor within ten (10) days of its receipt. If the request is denied, a reason for denial in writing shall be provided to the unit member. This decision shall not be arbitrary or capricious and every effort will be made by the DISTRICT to accommodate a unit member's request to take vacation.

**19.10 CONSECUTIVE FISCAL YEAR.**

19.10.1 Vacations earned in two (2) different fiscal years may be combined and taken at one time if it does not exceed the maximum vacation entitlement of the most recent complete fiscal year. There must be a period of at least two (2) months of actual performance on the job between vacations that were earned in two (2) fiscal years, unless otherwise approved by the DISTRICT.

**19.11 UNAUTHORIZED ABSENCE.**

19.11.1 Any unit member absent without being on approved vacation leave shall have deducted from his/her salary the appropriate amount covering such period. The DISTRICT reserves the right to take any appropriate disciplinary action against such unit member, including termination.

**19.12 VACATION INTERRUPTION.**

19.12.1 A permanent unit member may interrupt or terminate his/her regular vacation leave in case of illness, and use sick leave before continuing regular leave or returning to work, subject to the following requirements:

- a. The unit member must notify his/her supervisor of the interruption or termination of his/her vacation prior to use of sick leave;
- b. The supervisor shall notify the unit member if he/she may continue his/her vacation leave, after use of sick leave, or if he/she must report to his/her normally assigned work; and
- c. Upon returning to the regularly assigned work, the unit member must furnish a doctor's medical certificate verifying the illness or injury which interrupted or terminated his/her vacation.

**19.13 SEPARATION OR TERMINATION OF EMPLOYMENT.**

19.13.1 **RESIGNATION AND RETIREMENT.** Upon termination, a unit member shall be entitled to all unused vacation pay earned and accumulated up to the time of termination.

## ARTICLE 20: HEALTH SERVICE, CONTINUATION AFTER RETIREMENT

- 20.1 **HEALTH COVERAGE AFTER RETIREMENT.** Any unit member who chooses early retirement or disability will continue to be eligible, if permitted by the carrier, to participate in one of the existing hospitalization/medical plan benefits pursuant to the provisions of Article 10, with the least expensive hospitalization/medical plan paid by the DISTRICT until age 65. Retirees shall be responsible for any additional cost in the event they select a more expensive hospitalization/medical plan. Coverage after retirement is subject to the following conditions.
- 20.2 **DISABILITY RETIREMENT.** To be eligible for health coverage while on Public Employees' Retirement System (PERS) disability retirement under this Article, the unit member shall have completed a minimum of five (5) continuous years' service with the DISTRICT.
- 20.2.1 If the retiree is also on social security disability retirement, such medical coverage shall cease when the retiree becomes eligible for Medicare. A retiree on social security disability retirement is eligible for Parts A & B of Medicare two (2) years after they are accepted for social security disability retirement. The DISTRICT medical coverage under this Article will cease as of that date and all Medicare premiums are the responsibility of the retiree.
- 20.3 **SERVICE RETIREMENT.** To be eligible for early service retirement under this Article, the unit member must either:
- a. Have attained the age of sixty (60) before terminating employment and have completed a minimum of ten (10) years continuous service with the DISTRICT, or
  - b. Have attained the age of fifty-five (55) before terminating employment and have completed a minimum of twenty (20) years continuous service with the DISTRICT.
- 20.3.1 The unit member must be an employee of the DISTRICT immediately preceding retirement and must retire under the Public Employees' Retirement System (PERS) or the State Teachers Retirement System (STRS).
- 20.4 Notwithstanding the foregoing, the following provisions apply to both service and disability health benefits:
- a. Medical coverage terminates on the death of the retiree.
  - b. The retiree has the responsibility to notify the Human Resources Office of any change of address by certified mail.
  - c. The retiree must annually truthfully respond to a status questionnaire from the Human Resources Office within forty-five (45) days of mailing. Failure to do so may result in termination of these benefits.
  - d. Retirees covered under this Article may change from one (1) DISTRICT offered medical plan to another by notifying the DISTRICT Human Resources Office prior to the end of the open enrollment period. Open enrollment periods may vary from year to year. Please contact the Human Resources Office to verify period.

## **ARTICLE 21: SEVERABILITY**

- 21.1 If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

## **ARTICLE 22: EFFECT OF AGREEMENT**

- 22.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over DISTRICT practices and procedures and over State Laws to the extent permitted by State law, and that in the absence of specific provisions in this Agreement, such practices and procedures are discretionary with the DISTRICT.

## ARTICLE 23: SAFETY

- 23.1 **UNSAFE/UNSANITARY CONDITION.** Unit members shall notify their immediate supervisor in writing concerning an unsafe or unsanitary condition in the DISTRICT directly affecting their physical welfare. The immediate supervisor shall acknowledge receipt of the written condition by initialing and dating the original request. Such initials acknowledge receipt only. Their immediate supervisor shall investigate said reported unsafe or unsanitary condition and shall notify the employee of any findings and suggested corrective action within five (5) working days of the receipt of the written request.
- 23.2 **SAFETY COMMITTEE.** The DISTRICT shall allow for unit member representation on any committee appointed by the DISTRICT for the purpose of investigating, developing and promulgating safety programs which significantly affect unit members.
- 23.3 **THREATS OR ASSAULT BATTERY.** Unit members shall immediately report to their supervisors all cases of intimidation, bullying, threats and or acts of verbal/physical harm; of assault and/or battery suffered by them in connection with their employment. In the event any of the aforementioned listed are committed by a DISTRICT management employee the unit member may report it directly to the Human Resources Department for investigating. The DISTRICT shall inform the affected unit member in writing within fifteen (15) working days of the findings.

Any student who has caused, attempted to cause, or threatened to cause physical injury to a bargaining unit member shall be disciplined in accordance with DISTRICT Board Policy that addresses standards of student conduct and disciplinary procedures. When requested by the unit member, the supervisor shall inform the affected unit member within fifteen (15) days of the action taken.

## ARTICLE 24: CLASSIFIED STAFF TEACHING PART-TIME

- 24.1 **MINIMUM QUALIFICATIONS AND ASSIGNMENT.** Bargaining unit members desiring to teach part-time must meet “Minimum Qualifications for Faculty and Administrators in California Community Colleges” as adopted by the California Community Colleges Board of Governors.
- 24.1.1 Bargaining unit members are required to go through established recruitment processes for adjunct faculty.
  - 24.1.2 Adjunct faculty assignments must be scheduled outside the assigned work hours of the bargaining unit member’s classified position.
  - 24.1.3 Adjunct faculty assignments shall not cause the reduction in hours of the bargaining unit member’s classified position.
  - 24.1.4 Adjunct instructional faculty assignments are limited to no more than one (1) class throughout the District per academic semester.
  - 24.1.5 Adjunct non-instructional faculty assignments are limited to no more than ten (10) hours throughout the District per week.
  - 24.1.6 Bargaining unit members shall not be allowed to provide instructional services on a voluntary basis.
- 24.2 **COMPENSATION.** Bargaining unit members shall be remunerated for all adjunct faculty hours at the appropriate hourly rate negotiated by the DISTRICT and SBCCDTA-CTA/NEA. For bargaining unit members whose adjunct faculty assignment causes the bargaining unit member to work beyond forty (40) hours per week, the overtime rate be calculated in accordance with the weighted blended rate method per Fair Labor Standards Act (FLSA). If the weighted blended overtime rate of pay for the adjunct faculty assignment is less than the appropriate faculty hourly rate, the bargaining unit member shall be paid the appropriate faculty hourly rate for the assignment. If the weighted blended overtime rate of pay for the adjunct faculty assignment is greater than the appropriate faculty hourly rate, the bargaining unit member shall be paid the weighted blended overtime rate of pay for the assignment.




**ARTICLE 25: COMPLETION OF MEET AND NEGOTIATION**

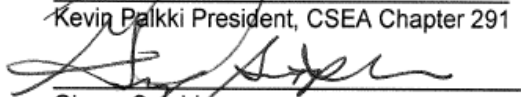
25.1 **TERM.** The District and ASSOCIATION agree to a three-year Agreement beginning with July 1, 2017 and ending on June 30, 2020. The DISTRICT further agrees that the agreement shall remain in full force and effect until completion of a binding successor agreement is reached by the parties or until exhaustion of the statutory PERB procedures involved in resolving contract negotiation disputes including impasse and fact-finding procedures.

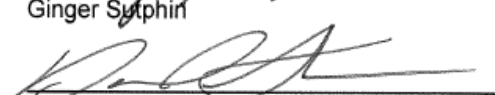
For 2018-2019 and 2019-2020, CSEA reserves the right to re-open Article 7 for negotiations on salary increases, both parties agree to open Article 10 Health & Welfare. In addition, each party may reopen up to two (2) other articles each year.

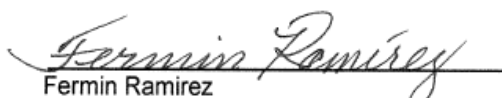
This Agreement has been ratified by CSEA on February 13, 2018.

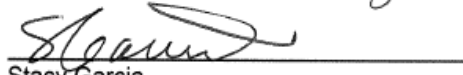
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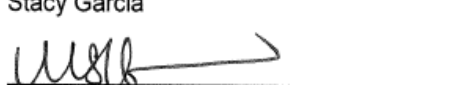
  
Kevin Palkki President, CSEA Chapter 291

  
Ginger Sulphur

  
David Stevenson

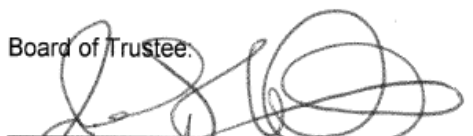
  
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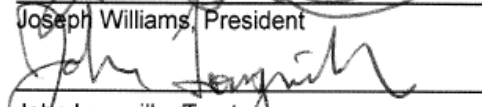
  
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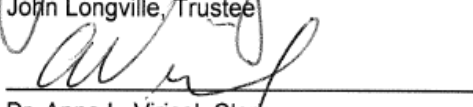
  
Myeshia Kennedy  
Labor Relations Representative

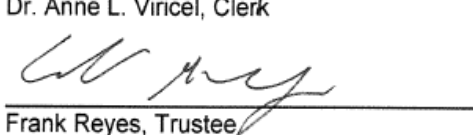
This Agreement has been ratified by the Board on March 8, 2018.

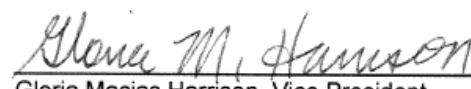
Board of Trustee:

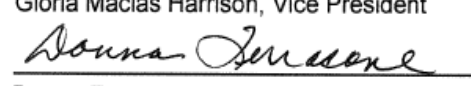
  
Joseph Williams, President

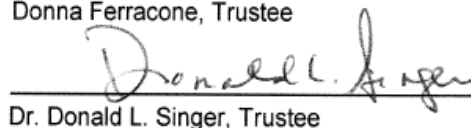
  
John Longville, Trustee

  
Dr. Anne L. Viricel, Clerk

  
Frank Reyes, Trustee

  
Gloria Macias Harrison, Vice President

  
Donna Ferracone, Trustee

  
Dr. Donald L. Singer, Trustee

## APPENDIX A

### THE APPROPRIATE UNIT.

**Shall INCLUDE:** All classified employees of the San Bernardino Community College DISTRICT

**Shall EXCLUDE:** All management, supervisory, and confidential employees as follows:

Assistant Director  
Assistant Manager, Workforce Development  
Associate Dean  
Associate Vice Chancellor  
Benefits Specialist  
CalTrans Project Administrator  
Chancellor  
Police Chief  
Dean / Director / Administrator / Manager / Supervisor  
Executive Administrative Assistant  
Executive Director  
Human Resources Coordinator  
Human Resources Generalist  
Human Resources and Risk Management Specialist  
Payroll Administrator  
Police Sergeant  
College President  
General Manager, KVCR TV/FM  
Tribal Liaison  
Vice Chancellor  
Vice President

And substitute employees, short-term employees, professional expert employees and student employees and any other management, supervisory, and confidential positions created during the term of this Agreement.

APPENDIX B



**EMPLOYEE PERFORMANCE REPORT**

Employee Name: \_\_\_\_\_ Position Title: \_\_\_\_\_

Department: \_\_\_\_\_ Supervisor: \_\_\_\_\_

Evaluation Period: From \_\_\_\_\_ to \_\_\_\_\_  
 Month/Year Month/Year

Probationary Evaluation: First <input type="checkbox"/> Second <input type="checkbox"/>	Bi-Annual Evaluation <input type="checkbox"/> Due by April 30th	Additional Evaluation <input type="checkbox"/>
---	--	--

This is designed to provide employees with information concerning job performance and personal development, and supply supervisors with a tool to assist in the objective appraisal of performance and characteristics and to identify and address development needs.

**PERFORMANCE RATING INSTRUCTIONS**  
 5 – Exceptional performance with little or no room for improvement.  
 4 – Exceeds competent performance.  
 3 – Competent performance.  
 2 – Less than competent performance, room for improvement clearly exists.  
 1 – Significantly less than competent performance, major improvement required.  
 N/A – No opportunity to observe and/or not pertinent to current duties and responsibilities  
 Enter for each category below; the number which best describes the employee’s performance.  
*\*If a 2 or 1 rating is given, specific recommendations for improvement must be provided by the evaluator*

**MEASURES OF PERFORMANCE**

MEASURE	RATING	COMMENTS
Knowledge of Work: Understanding of duties and procedures – job knowledge		
Work Quantity: Amount of work performed		
Work Quality: Accuracy, neatness, thoroughness		
Work Planning: Ability to layout or plan work, carry through and complete		
Attendance: Punctual, observes work hours and rest periods		

Cooperation: Willing and able to work effectively with others		
Dependability: Can be relied upon consistently		

**OTHER:**

Describe


**OTHER:**

Describe


**OTHER:**

Describe


**SUMMARY (Short Summary Statement Required)**

Provide an overall assessment of the employee's performance during the evaluation period, and specify major strengths and areas needing improvement.


**EMPLOYEE DEVELOPMENT: CURRENT POSITION**

<u>DEVELOPMENT AREA:</u> Indicate the result or characteristics area(s) needing improvement for current job responsibilities	<u>DEVELOPMENT ACTIVITY:</u> Indicate training, special assignments, project, job rotation, etc.	<u>SCHEDULED DATE</u>

**EMPLOYEE DEVELOPMENT: CAREER ADVANCEMENT**

<u>DEVELOPMENT AREA:</u> Indicate the result or characteristic area(s) needing improvement for enhancing opportunities for career development	<u>DEVELOPMENT ACTIVITY:</u> Indicate training, special assignments, project, job rotation, etc.

**COMMENTS BY EMPLOYEE (if desired)**



My signature verifies that I have seen and discussed this report of performance with my supervisor, but it does not necessarily mean that I agree with the rating. I understand that I have the right to file a written response to this evaluation to be included in my personnel file within thirty (30) working days of the date of this report.

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

MANAGER'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

OFFICE OF HUMAN RESOURCES \_\_\_\_\_ DATE \_\_\_\_\_

**TENTATIVE AGREEMENT**  
**By and Between**  
**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**  
**And**  
**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its**  
**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT CHAPTER #291**


November 13, 2017

**Appendix C**


**APPENDIX C**  
San Bernardino Community College District  
2014-2015 2017-2018 Classified Salary Schedule

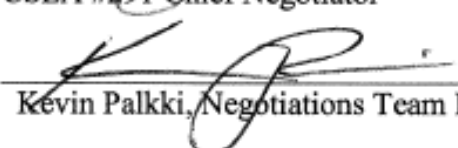
This agreement is subject to all approvals required by the Association and District.

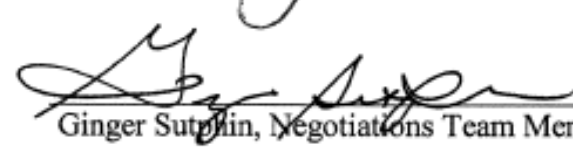
DISTRICT:

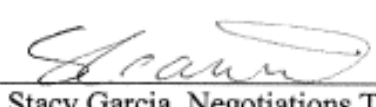
  
\_\_\_\_\_  
Amalia Perez,  
Director, Human Resources

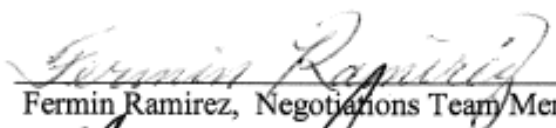
ASSOCIATION:

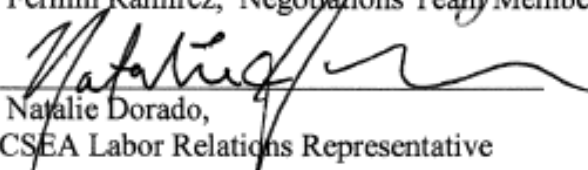
  
\_\_\_\_\_  
Grayling L. Eaton,  
CSEA #291 Chief Negotiator

  
\_\_\_\_\_  
Kevin Palkki, Negotiations Team Member

  
\_\_\_\_\_  
Ginger Sutphin, Negotiations Team Member

  
\_\_\_\_\_  
Stacy Garcia, Negotiations Team Member

  
\_\_\_\_\_  
Fermin Ramirez, Negotiations Team Member

  
\_\_\_\_\_  
Natalie Dorado,  
CSEA Labor Relations Representative

Range	Classification	Period	Step A	Step B	Step C	Step D	Step E
16		Monthly	\$2,169.00	\$2,278.00	\$2,391.00	\$2,511.00	\$2,636.00
		Hourly	\$12.47	\$13.09	\$13.74	\$14.43	\$15.15
17		Monthly	\$2,223.00	\$2,333.00	\$2,450.00	\$2,572.00	\$2,701.00
		Hourly	\$12.78	\$13.41	\$14.08	\$14.78	\$15.52
18	Food Service Worker I	Monthly	\$2,279.00	\$2,393.00	\$2,513.00	\$2,639.00	\$2,769.00
		Hourly	\$13.10	\$13.75	\$14.44	\$15.17	\$15.91
19	Bookstore Customer Service Assistant	Monthly	\$2,337.00	\$2,454.00	\$2,576.00	\$2,705.00	\$2,840.00
		Hourly	\$13.43	\$14.10	\$14.80	\$15.55	\$16.32
20	Child Development Assistant Food Service Specialist	Monthly	\$2,393.00	\$2,514.00	\$2,640.00	\$2,770.00	\$2,909.00
		Hourly	\$13.75	\$14.45	\$15.17	\$15.92	\$16.72
21	Clerical Assistant I Workforce Grant Assistant	Monthly	\$2,454.00	\$2,576.00	\$2,705.00	\$2,840.00	\$2,981.00
		Hourly	\$14.10	\$14.80	\$15.55	\$16.32	\$17.13
22	Storekeeper I	Monthly	\$2,515.00	\$2,640.00	\$2,770.00	\$2,909.00	\$3,055.00
		Hourly	\$14.45	\$15.17	\$15.92	\$16.72	\$17.56
23	Bookstore Assistant I	Monthly	\$2,577.00	\$2,706.00	\$2,841.00	\$2,983.00	\$3,133.00
		Hourly	\$14.81	\$15.55	\$16.33	\$17.14	\$18.01
24		Monthly	\$2,643.00	\$2,776.00	\$2,915.00	\$3,061.00	\$3,213.00
		Hourly	\$15.19	\$15.95	\$16.75	\$17.59	\$18.47
25	Clerical Assistant II Mail Clerk Switch Board Operator	Monthly	\$2,708.00	\$2,844.00	\$2,988.00	\$3,137.00	\$3,294.00
		Hourly	\$15.56	\$16.34	\$17.17	\$18.03	\$18.93
26	Account Clerk I Aquatic Center Pool Attendant Learning Resources Assistant Library Media Clerk P.E. & Athletic Equipment Specialist Sport Information Specialist Storekeeper II Tool Room Specialist	Monthly	\$2,775.00	\$2,914.00	\$3,060.00	\$3,212.00	\$3,373.00
		Hourly	\$15.95	\$16.75	\$17.59	\$18.46	\$19.39

27	Bookstore Assistant II Custodian Custodian/Courier Golf Course/Tennis Court Attendant Grounds Caretaker	Monthly	\$2,845.00	\$2,989.00	\$3,138.00	\$3,295.00	\$3,459.00
		Hourly	\$16.35	\$17.18	\$18.03	\$18.94	\$19.88
28	Warehouse Operations Worker	Monthly	\$2,916.00	\$3,062.00	\$3,215.00	\$3,375.00	\$3,543.00
		Hourly	\$16.76	\$17.60	\$18.48	\$19.40	\$20.36
29	CDC Food Service Specialist College Security Officer Secretary I	Monthly	\$2,992.00	\$3,141.00	\$3,298.00	\$3,462.00	\$3,637.00
		Hourly	\$17.20	\$18.05	\$18.95	\$19.90	\$20.90
30	Account Clerk II Library Technical Assistant I Dispatch Clerk (Police Dispatchcer) Printer Reproduction Operator Student Services Technician I	Monthly	\$3,064.00	\$3,219.00	\$3,378.00	\$3,547.00	\$3,725.00
		Hourly	\$17.61	\$18.50	\$19.41	\$20.39	\$21.41
31	Book Buyer Lead Custodian Lead Grounds Caretaker Purchasing Technician	Monthly	\$3,141.00	\$3,298.00	\$3,462.00	\$3,637.00	\$3,818.00
		Hourly	\$18.05	\$18.95	\$19.90	\$20.90	\$21.94
32	Admissions and Records Technician Warehouse Technician	Monthly	\$3,221.00	\$3,381.00	\$3,551.00	\$3,728.00	\$3,915.00
		Hourly	\$18.51	\$19.43	\$20.41	\$21.43	\$22.50
33	Maintenance Worker Secretary II	Monthly	\$3,300.00	\$3,463.00	\$3,638.00	\$3,819.00	\$4,009.00
		Hourly	\$18.97	\$19.90	\$20.91	\$21.95	\$23.04
34	Clean Energy Workforce Training Assistant Library Technical Assistant II Multimedia Specialist Student Services Technician II Tutorial Coordinator	Monthly	\$3,381.00	\$3,551.00	\$3,728.00	\$3,915.00	\$4,111.00
		Hourly	\$19.43	\$20.41	\$21.43	\$22.50	\$23.63
35	Assistant Bookstore Manager	Monthly	\$3,465.00	\$3,640.00	\$3,821.00	\$4,011.00	\$4,211.00
		Hourly	\$19.91	\$20.92	\$21.96	\$23.05	\$24.20
36	Accountant Alumni Development Coordinator Development Associate, KVCR-FM Job Developer Producer, Radio	Monthly	\$3,555.00	\$3,731.00	\$3,918.00	\$4,115.00	\$4,320.00
		Hourly	\$20.43	\$21.44	\$22.52	\$23.65	\$24.83



37	Admin Secretary Maintenance Technician Payroll Accountant	Monthly	\$3,642.00	\$3,825.00	\$4,015.00	\$4,215.00	\$4,426.00
		Hourly	\$20.93	\$21.98	\$23.07	\$24.22	\$25.44
38	Admissions and Records Specialist Broadcast Operator Campus Center Specialist Computer Technician Financial Aid Specialist I Grant Clerical Assistant Laboratory Technician * *Aeronautics *Anatomy *Art *Biology *Chemistry *Computer Information Technology *Culinary Arts *EMS *Environmental Science *Microbiology *Physics Senior Multimedia Specialist Senior Student Service Technician Student Activities & Campus Center Specialist	Monthly	\$3,732.00	\$3,920.00	\$4,117.00	\$4,322.00	\$4,538.00
		Hourly	\$21.45	\$22.53	\$23.66	\$24.84	\$26.08
39	Graphic Specialist Printing Operations Specialist	Monthly	\$3,829.00	\$4,020.00	\$4,221.00	\$4,431.00	\$4,654.00
		Hourly	\$22.01	\$23.10	\$24.26	\$25.47	\$26.75
40	Financial Aid Specialist II Programmer Purchasing Agent Telecommunications Technician	Monthly	\$3,923.00	\$4,120.00	\$4,325.00	\$4,542.00	\$4,768.00
		Hourly	\$22.55	\$23.68	\$24.86	\$26.10	\$27.40
41	Admin Assistant I HVAC/R Technician Interpreting Services Specialist Lead Maintenance Technician	Monthly	\$4,021.00	\$4,222.00	\$4,433.00	\$4,655.00	\$4,886.00
		Hourly	\$23.11	\$24.26	\$25.48	\$26.75	\$28.08
42	Admissions and Record Coordinator Admissions and Record Evaluator Assistive Technology Specialist Athletic Trainer Instructional Assessment Technician Planetarium Production & Presentation Specialist Research Data Specialist Schedule/ Catalog Data Specialist Theatre Technician Traffic Coordinator, TV	Monthly	\$4,123.00	\$4,329.00	\$4,545.00	\$4,772.00	\$5,011.00
		Hourly	\$23.70	\$24.88	\$26.12	\$27.43	\$28.80

43	Admin Curriculum Coordinator Green Workforce Data Technician Logistics Grant Coordinator Senior Payroll Accountant Technical Assistant	Monthly	\$4,224.00	\$4,436.00	\$4,657.00	\$4,890.00	\$5,134.00
		Hourly	\$24.28	\$25.49	\$26.76	\$28.10	\$29.51
44	Administrative Coordinator College Police Officer Marketing Coordinator Outreach & Recruitment Technician Project Analyst Senior Accountant Senior Producer, Radio Technologies Coordinator Telecommunications Engineer User Liason	Monthly	\$4,330.00	\$4,546.00	\$4,773.00	\$5,012.00	\$5,263.00
		Hourly	\$24.89	\$26.13	\$27.43	\$28.80	\$30.25
45	EOPS Coordinator Financial Aid Outreach Coord Financial Aid Coordinator	Monthly	\$4,440.00	\$4,661.00	\$4,894.00	\$5,139.00	\$5,397.00
		Hourly	\$25.52	\$26.79	\$28.13	\$29.53	\$31.02
46	Coordinator, Outreach and Relations with Schools Coordinator, Student Success Services and Programs Distributed Education Systems Administrator Programmer/ Analyst Research Assistant Technology Support Specialist I	Monthly	\$4,550.00	\$4,779.00	\$5,016.00	\$5,268.00	\$5,531.00
		Hourly	\$26.15	\$27.47	\$28.83	\$30.28	\$31.79
47	Admissions & Records Lead Evaluator Data Analyst	Monthly	\$4,664.00	\$4,897.00	\$5,143.00	\$5,401.00	\$5,671.00
		Hourly	\$26.80	\$28.14	\$29.56	\$31.04	\$32.59
48	Program Manger, KVCR	Monthly	\$4,781.00	\$5,019.00	\$5,271.00	\$5,536.00	\$5,812.00
		Hourly	\$27.48	\$28.84	\$30.29	\$31.82	\$33.40
49		Monthly	\$4,898.00	\$5,144.00	\$5,402.00	\$5,672.00	\$5,954.00
		Hourly	\$28.15	\$29.56	\$31.05	\$32.60	\$34.22
50	Producer/ Director, TV Program Coordinator EDCT/PDC RF/ Microwave Engineer, Radio Technology Support Specialist II	Monthly	\$5,021.00	\$5,273.00	\$5,538.00	\$5,814.00	\$6,104.00
		Hourly	\$28.86	\$30.30	\$31.83	\$33.41	\$35.08
51		Monthly	\$5,146.00	\$5,405.00	\$5,676.00	\$5,959.00	\$6,257.00
		Hourly	\$29.57	\$31.06	\$32.62	\$34.25	\$35.96

52	Telecommunications Specialist	Monthly	\$5,276.00	\$5,541.00	\$5,818.00	\$6,108.00	\$6,413.00
		Hourly	\$30.32	\$31.84	\$33.44	\$35.10	\$36.86
53	Contracts and Liability Specialist	Monthly	\$5,407.00	\$5,678.00	\$5,962.00	\$6,261.00	\$6,573.00
		Hourly	\$31.07	\$32.63	\$34.26	\$35.98	\$37.78
54	Budget Analyst Database Administrator Edu Stream Web Applications Developer Instructional Technology Specialist Research Analyst Systems Analyst Web Developer	Monthly	\$5,543.00	\$5,820.00	\$6,110.00	\$6,416.00	\$6,738.00
		Hourly	\$31.86	\$33.45	\$35.11	\$36.87	\$38.72
55		Monthly	\$5,681.00	\$5,965.00	\$6,264.00	\$6,577.00	\$6,906.00
		Hourly	\$32.65	\$34.28	\$36.00	\$37.80	\$39.69
56		Monthly	\$5,823.00	\$6,113.00	\$6,419.00	\$6,741.00	\$7,077.00
		Hourly	\$33.47	\$35.13	\$36.89	\$38.74	\$40.67
57		Monthly	\$5,969.00	\$6,268.00	\$6,581.00	\$6,910.00	\$7,277.00
		Hourly	\$34.30	\$36.02	\$37.82	\$39.71	\$41.70
58		Monthly	\$6,118.23	\$6,424.14	\$6,745.34	\$7,082.61	\$7,436.74
		Hourly	\$35.16	\$36.92	\$38.76	\$40.70	\$42.73
59		Monthly	\$6,271.18	\$6,584.74	\$6,913.98	\$7,259.68	\$7,622.66
		Hourly	\$36.04	\$37.84	\$39.73	\$41.72	\$43.80
60		Monthly	\$6,427.96	\$6,749.36	\$7,086.83	\$7,441.17	\$7,813.23
		Hourly	\$36.94	\$38.78	\$40.72	\$42.76	\$44.90
61		Monthly	\$6,588.66	\$6,918.09	\$7,264.00	\$7,627.20	\$8,008.56
		Hourly	\$37.86	\$39.75	\$41.74	\$43.83	\$46.02
62		Monthly	\$6,753.38	\$7,091.04	\$7,445.60	\$7,817.88	\$8,208.77
		Hourly	\$38.81	\$40.75	\$42.79	\$44.92	\$47.17
63	Senior Programmer/ Analyst Senior Research and Planning Analyst Senior Technology Support Specialist	Monthly	\$6,964.00	\$7,313.00	\$7,679.00	\$8,062.00	\$8,466.00
		Hourly	\$40.02	\$42.03	\$44.13	\$46.33	\$48.66

64		Monthly	\$7,138.10	\$7,495.01	\$7,869.76	\$8,263.24	\$8,676.41
		Hourly	\$41.02	\$43.07	\$45.23	\$47.49	\$49.86
65		Monthly	\$7,316.55	\$7,682.38	\$8,066.50	\$8,469.82	\$8,893.32
		Hourly	\$42.05	\$44.15	\$46.36	\$48.67	\$51.11
66		Monthly	\$7,499.47	\$7,874.44	\$8,268.16	\$8,681.57	\$9,115.65
		Hourly	\$43.10	\$45.25	\$47.51	\$49.89	\$52.38

Range	Classification	Period	Step A	Step B	Step C	Step D	Step E
1	Child Development Teacher	Monthly	\$ 2,916.00	\$ 3,062.00	\$ 3,216.00	\$ 3,375.00	\$ 3,543.00
		Hourly	\$ 19.79	\$ 20.78	\$ 21.83	\$ 22.91	\$ 24.05
2	Senior Child Development Teacher	Monthly	\$ 3,221.00	\$ 3,381.00	\$ 3,552.00	\$ 3,728.00	\$ 3,916.00
		Hourly	\$ 21.86	\$ 22.95	\$ 24.11	\$ 25.30	\$ 26.58

All new employees are placed on Step A of the salary schedule unless previous experience warrants a higher placement, which in no case exceeds Step C.

Employees placed on Step A of the salary schedule will be advanced to Step B on the first of the month following six (6) consecutive months of service. Employees who are initially placed on any step other than Step A will be advanced to the next step on the first of following twelve (12) complete months of service.

All advancements thereafter will be on a yearly basis.

APPENDIX D  
**San Bernardino Community College District**  
 Course Approval  
 Enrollment Fees Employee-Outside District Article 7.13

Employee Name: \_\_\_\_\_ Last four (4) Social Security Number: \_\_\_\_\_

Classification: \_\_\_\_\_ Department: \_\_\_\_\_ Site: \_\_\_\_\_

**Course Approval**

Classified employees on the classified employee salary schedule shall be eligible for 80% tuition cost reimbursement for courses completed outside of the DISTRICT with a grade of "C" or better which pertain to their classified position. Such reimbursement shall be actual costs not to exceed 24 semester units of coursework per year. However, no tuition cost paid by the DISTRICT is to exceed on a per unit basis cost of similar coursework at the University of California.

Only full-time classified employees who have completed their probationary period as a classified employee shall be eligible for this benefit.

**All courses for which a classified employee seeks tuition reimbursement must have prior approval by their immediate supervisor and the Chancellor.** If the request by the immediate supervisor is denied, it may be appealed to the President/Vice Chancellor, Fiscal Services.

COLLEGE/UNIVERSITY	COURSE	UNITS	TERMS/DATES	TUITION COST
<b>TOTAL TUITION COST:</b>				

**THESE COURSE(S) PERTAIN TO MY CLASSIFIED POSITION IN THE FOLLOWING WAY:**

I REQUEST PRIOR APPROVAL FOR TUITION REIMBURSEMENT FOR THE COURSE(S) LISTED ABOVE

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

**APPROVED**       **DENIED**

\_\_\_\_\_  
Immediate Supervisor Signature

\_\_\_\_\_  
Date

**APPROVED**       **DENIED**

\_\_\_\_\_  
Chancellor Signature

\_\_\_\_\_  
Date

**San Bernardino Community College District**

Reimbursement Form

Enrollment Fees Employee-Outside District

Article 7.13

Employee Name: \_\_\_\_\_ Last four (4) Social Security Number: \_\_\_\_\_

Classification: \_\_\_\_\_ Department: \_\_\_\_\_ Site: \_\_\_\_\_

**Tuition Reimbursement**

Classified employees on the classified employee salary schedule shall be eligible for 80% tuition cost reimbursement for courses completed outside of the DISTRICT with a grade of "C" or better which pertain to their classified position. Such reimbursement shall be actual costs not to exceed 24 semester units of coursework per year. However, no tuition cost paid by the DISTRICT is to exceed on a per unit basis cost of similar coursework at the University of California.

Only full-time classified employees who have completed their probationary period as a classified employee shall be eligible for this benefit.

**All courses for which a classified employee seeks tuition reimbursement must have prior approval by their immediate supervisor and the Chancellor.** If the request by the immediate supervisor is denied, it may be appealed to the President/Vice Chancellor, Fiscal Services.

COLLEGE/UNIVERSITY	COURSE	UNITS	TERMS/DATES	TUITION COST
<b>TOTAL TUITION COST:</b>				

**Reimbursement Request**

I request that my tuition for the approved courses listed above be reimbursed. I have attached verification of successful completion of the course with a grade of "C" or better.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

**APPROVED**       **DENIED**

\_\_\_\_\_  
Immediate Supervisor Signature

\_\_\_\_\_  
Date

**San Bernardino Community College District**  
**Enrollment Fee Reimbursement - CSEA Bargaining Unit Member**  
**Crafton Hills College/San Bernardino Valley College Courses**

Article 7.13

Employee Name: \_\_\_\_\_ Social Security Number \_\_\_\_\_

Classification: \_\_\_\_\_ Department: \_\_\_\_\_ Site: \_\_\_\_\_

**Enrollment Fee Reimbursement**

The DISTRICT shall reimburse permanent bargaining unit members employed at least twenty hours per week for credit courses, excluding community service courses, successfully completed with a grade of "C" or better at either of the two DISTRICT campuses provided all of the following conditions are satisfied:

- All classes must be taken outside of the regular scheduled working hours of the employee.
- Only those classes offered by either of the two DISTRICT campuses shall qualify for fee(s) reimbursement.
- To qualify for enrollment fee(s) reimbursement, an employee must present verification of successful completion of the course and out-of-pocket expense for enrollment fee(s) only.
- Enrollment fee reimbursement shall be limited to the current enrollment fee per semester for each employee.

Ref./Course #	COURSE	UNITS	TERM/DATES	College CHC/SBVC	Enrollment Fees
<b>TOTAL</b>					

I request that my enrollment fee(s) for the courses listed above be reimbursed. I am a permanent bargaining unit member employed by the District at least 20 hours per week. All classes were taken outside of my regular scheduled working hours. I have attached verification of the successful completion of the course with a grade of "C" or better and out-of-pocket expenses for enrollment fee(s) only.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

**APPROVED**        **DENIED**   

\_\_\_\_\_  
Immediate Supervisor Signature

\_\_\_\_\_  
Date

**APPROVED**        **DENIED**   

\_\_\_\_\_  
Chancellor Signature

\_\_\_\_\_  
Date



**San Bernardino Community College District**  
**Enrollment Fee Reimbursement - CSEA Benefit Eligible Dependent**  
**Crafton Hills College/San Bernardino Valley College Courses**  
 Article 7.14

Benefit Eligible Dependent Name: \_\_\_\_\_ School ID#: \_\_\_\_\_

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

**Enrollment Fee Reimbursement**

The DISTRICT shall reimburse benefit eligible dependents of permanent bargaining unit members employed at least twenty hours per week with one year of service for credit courses, excluding community service courses, successfully completed with a grade of "C" or better at either of the two DISTRICT campuses provided all of the following conditions are satisfied:

- Only those classes offered by either of the two DISTRICT campuses shall qualify for fee reimbursement.
- To qualify for enrollment fee reimbursement, the employee or benefit eligible dependent must present verification of successful completion of the course and out-of-pocket expense for enrollment fee(s) only.
- Enrollment fee reimbursement shall be limited to the current enrollment fee per semester for each benefit eligible dependent.

Ref./Course #	COURSE	UNITS	TERM/DATES	College CHC/SBVC	Enrollment Fees
<b>TOTAL</b>					

I request that my enrollment fee(s) for the courses listed above be reimbursed. I am a benefit eligible dependent of a permanent bargaining unit member employed by the district at least 20 hours per week. I have attached verification of the successfully completed course with a grade of "C" or better and out-of-pocket expenses for enrollment fee(s) only.

\_\_\_\_\_  
Benefit Eligible Dependent or Employee Signature

\_\_\_\_\_  
Date

**APPROVED**        **DENIED**   

\_\_\_\_\_  
Chancellor Signature

\_\_\_\_\_  
Date

## Reclassification Procedure & Forms

### Request for Consideration of Position Reclassification Procedures

Reclassification Process: The reclassification process will be an annual, collaborative process between the ASSOCIATION and the DISTRICT utilizing the Reclassification Committee.

**Step 1:** Reclassification request must be submitted to Human Resources November 1<sup>st</sup> – December 1<sup>st</sup>

**Step 2:** Upon receipt of the request, the Office of Human Resources will date stamp the request prior to forwarding a copy to the unit member's immediate supervisor. The ASSOCIATION and the unit member shall receive a copy.

**Step 3:** The immediate supervisors will provide his/her within?? fifteen (15) working days. The ASSOCIATION unit member shall receive a copy.

**Step 4:** Reclassification review by the committee shall occur during the month of February.

- A. If requested, a unit member shall have a personal interview with the Reclassification Committee.
- B. Human Resources will notify the unit member(s) of decision in writing within ten (10) working days at the conclusion of the committee.

**Step 5:** Reconsideration/Appeal Process shall be within fifteen (15) working days after the unit member is informed of the committee's decision. The unit member has the right to appeal in writing to the Chancellor within fifteen (15) working days of the committee's finding. The Chancellor shall notify the unit member and the Reclassification Committee in writing within thirty (30) working days of his/her decision which shall be final.

**Step 6:** All approved reclassification recommendations shall be submitted for Board Agenda no later than the June Board meeting.

When a position is reclassified, the incumbent in the position shall be entitled to serve in the position.

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

- A. If a position is reclassified to a classification having the same salary range (reclassification – lateral), the salary and anniversary date of the unit member shall not change.
- B. If a position is reclassified to a classification having a higher salary range (reclassification – upward), the unit member shall be placed on the appropriate salary range of their new classification which would result in no less than a five (5%) percent increase over the current salary, except if the new placement is at the highest step. The anniversary date of the unit member shall be the date on which the reclassification request was submitted.

Reclassification recommendations are subjected to the approval of the Chancellor. Final determination shall be documented in the form of a memorandum of understanding and shall be subject to all approval processes.

The effective date of the reclassification shall be the date the application was stamped received by the DISTRICT.

#### Placement in Classification and Range

Every bargaining unit member shall be placed in a classification and range in the classified service.

#### Classification and Reclassification Requirements

Position classification and reclassification shall be subject to mutual agreement between the DISTRICT and the ASSOCIATION.

Either party may propose a reclassification for any position at any time during the life of the Agreement.



# REQUEST FOR CONSIDERATION OF POSITION RECLASSIFICATION

This form is designed to assist you in describing your position. Please fill out this form completely. If a question does not apply to your position, please write "N/A" for that item. Thank you for your cooperation.

Date Received by HUMAN RESOURCES \_\_\_\_\_

Date Supervisory Comments Received BY HR \_\_\_\_\_

Date Reviewed by Reclassification Committee \_\_\_\_\_

Date Received by the Chancellor \_\_\_\_\_

## SECTION 1

<p>1. Name:</p> <p>2. Department/Division:</p> <p>4. Position's Classification Title:</p> <p>5. How long have you been in this classification?</p> <p>6. Name of Immediate Supervisor:</p> <p>7. Title of Immediate Supervisor:</p>	<p>3. Business Telephone Number:</p>
---	--------------------------------------

## SECTION 2

**WORK ACTIVITIES LIST:** Please describe the major parts of what you do on your job. List only the major functions, separately, in order of importance. Provide a description of each of those duties. Indicate the approximate percentage of total working time you spend on each major work activity and the frequency such as daily (D), weekly (W), monthly (M), or annually (Y). Please indicate which duties are not currently part of your job description and the length of time you have been performing each of those duties.

	Duty	Daily/ Weekly/ Monthly	Outside of Current Job Description	If outside of job description, how long performed
1				
2				
3				
4				
5				
6				
7				

8				
9				
10				
11				
12				

If you need additional space, please attach separate sheet.

**SECTION 3**

**EQUIPMENT, TOOLS AND MATERIALS:** What machinery, vehicles, or motorized equipment do you use in your work, and how often do you use each (daily, weekly, etc.)?

	List of Equipment, Tools, and Materials	% of Time
1		
2		
3		
4		
5		
6		

**SECTION 4**

**PHYSICAL REQUIREMENTS:**

Are there any special or unusual physical skills or effort required on your job?

Do you require any special accommodations to perform your job?

SECTION 5

**PROBLEM-SOLVING INSTRUCTIONS:**

How are instructions provided:  Orally  In Writing  Computer E-mail

How specific or general are these instructions? Please explain

How are priorities and/or deadlines decided for your position?

What occasions are there (if any) when instructions are not provided?

At what stage, and by whom (job title) are your assignments normally reviewed?

How can you and your supervisor determine the quality of your work?

How often do you meet with your supervisor, and for what purpose?

SECTION 6

**TRAINING AND EXPERIENCE:**

Please indicate the length and type of formal and/or on-the-job training that is essential before an average person could perform your job successfully?

Please indicate the number of years (or months) and type of prior job experience that is essential before an average person could perform your job successfully.

What license(s), certification, registration, or related regulatory requirements are there for your job?

## SECTION 7

### **AUTHORITY & ACCOUNTABILITY:**

What kinds of actions, documents, plans, or functions **require** your authorization?

What kinds of significant decisions are you authorized to make **without** clearing them through your supervisor?

What work decisions **require** clearance from your supervisors? Please give examples.

What are the most difficult/important decisions you make? Describe their impact on your organizational unit, other employees, students, members of the public and/or the community.

## SECTION 8

### **INTERACTION WITH OTHERS:**

To do your job effectively, what people are you required to interact with, **other than** your immediate supervisor and co-workers?

**Within** your organization, please indicate the job titles and departments of the employees with whom you regularly work.

**Outside** of your organization, indicate the nature of your contacts with members of the community, students, other government agencies, vendors, contractors, etc.

## SECTION 9

### **LANGUAGE REQUIREMENTS:**

Does your job require that you converse in a language other than English? If so, please indicate what language(s), level of proficiency, how often, for what purpose

**SECTION 10**

**CHANGES TO POSITION:**

Duties Deleted. During the past two years, what duties have been removed from your position? Please explain.

Other Changes. List other changes that have taken place in your position, such as the level of supervision exercised or received, policy or procedural changes, new tools or equipment, new processes, etc.

Are there any positions in your agency or other agencies whose duties and responsibilities appear to be equal to your job?

How long have you performed the current duties assigned to your position?

**SECTION 11**

**SUPERVISORY POSITION SUPPLEMENTAL QUESTIONNAIR:** *To be completed only by individuals who supervise other employees.*

**SUPERVISION & SPAN OF CONTROL:**

Please indicate the job titles and names of the employees who report **directly** to you, and not through a subordinate supervisor.

Please indicate the job titles, and number of positions for each, that report to your direct subordinates.

**SUPERVISORY RESPONSIBILITIES:** Does your position have the authority to take any of the following actions? If not, does your supervisor rely **mainly** on your recommendation to make the decision?

- |                              |                             |   |
|------------------------------|-----------------------------|---|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Hire employees                          |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Promote employees                       |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Transfer employees                      |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Prepare work schedule                   |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Assign/review work                      |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Train employees                         |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Assign/approve overtime                 |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Assign/approve comp time                |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Prepare performance appraisals          |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Approve sick/vacation leave             |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Recall employees to work in emergencies |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Award pay increases                     |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Discipline employees                    |

Yes		No	Suspend employees
Yes		No	Terminate employees

*I certify that I have read the instructions, that the entries made above are my own and to the best of my knowledge are accurate and complete.*

SIGNATURE OF EMPLOYEE: \_\_\_\_\_

DATE: \_\_\_\_\_

**OPTIONAL:**

*I would like to request for a personal interview with the Reclassification Committee.*

YES       NO



**IMMEDIATE SUPERVISOR'S STATEMENT**  
**(To be completed by employee's immediate supervisor)**  
*Please attach a copy of agency/division organizational chart with this questionnaire.*

8. Is this a newly budgeted position? If so, please indicate the date of approval.

7. Has the volume of work changed significantly? If yes, please explain.

6. If new duties have been deleted, what are they, and to which position(s)/class have they been assigned?

5. If new duties have been added, what are they, and which positions(s)/class performed them previously?

4. What class do you recommend for this position?

3. Aside from the above, are there other reasons (not compensation) why the current classification is no longer appropriate for this position? Please explain.

2. Are there other positions whose duties and responsibilities appear to be equivalent?

1. Are the changes in the position's duties/responsibilities due to reorganization? If so, please describe.

10. What is the next lower and higher class in the normal career progression for this job?  
Lower: \_\_\_\_\_ Higher: \_\_\_\_\_

9. What is the normal training period for new employees to reach full performance?

11. Please provide other relevant information (other than compensation factors) to justify or clarify the reason for requesting the reclassification/re-evaluation study of this position.

**SUPERVISOR'S REVIEW FOR ACCURACY:** I have reviewed and discussed the contents of this position description with the employee. Except for the items noted below, I find the questionnaire accurate and complete.

**IMMEDIATE SUPERVISOR COMMENTS**

**SIGNATURE OF IMMEDIATE SUPERVISOR:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**VICE PRESIDENT COMMENTS:**

**SIGNATURE OF VICE PRESIDENT:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

*For HR Use Only*  
Job Audit interview schedule for: \_\_\_\_\_ Reclassification Committee Approved Y N Date: \_\_\_\_\_

Board Approval Date: \_\_\_\_\_ Effective Date: \_\_\_\_\_

APPENDIX F



**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**  
**California School Employee's Association, Chapter #291**

**GRIEVANCE FORM**

**(Refer to Collective Bargaining Agreement Article 18 for description of levels.)**

**Grievance:** A "grievance" is a formal written allegation, by a unit member alleging a violation of the SBCCD and CSEA Chapter #291 Collective Bargaining Agreement.

**Informal Level**

**The Violation of the Agreement** (Included Sections of the Agreement allegedly violated, misapplied, misinterpreted):

**Formal Level – Step One**

**Decision Rendered at the Informal Conference:**

**Formal Level – Step One**

**Specific Remedy Sought:**

**Name of Grievant(s):** \_\_\_\_\_

**Work Location:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Received By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Upon receipt of this form, under Article 18.6 Formal Level 1 the supervisor shall communicate a decision to the employee in writing within five (5) days after receipt of this written grievance. In the event the grievant is not satisfied with the decision by the supervisor he/she may appeal the decision to the Chancellor under Article 18.7 Step 2.**

APPENDIX G  
MOU'S

MEMORANDUM OF UNDERSTANDING  
*By And Between*  
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
*And*  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its  
SAN BERNARDINO CCD CHAPTER #291  
January 5, 2017

1 **Terms and Conditions:** The San Bernardino Community College District, (hereinafter, "District") and  
2 the California School Employees Association and its San Bernardino CCD chapter 291(hereinafter,  
3 "Association.") agree as follows:

4 Below is a listing of locations for the bi-literate stipends per location:

- 5 • **District Offices**
- 6 • **SBVC**
  - 7 ○ Student Services
  - 8 ○ Administrative Services
  - 9 ○ Instruction Office
    - 10 ▪ Child Development Center
- 11 • **Crafton**
  - 12 ○ Student Services
  - 13 ○ Administrative Services
  - 14 ○ Instruction Office
    - 15 ▪ Child Development Center

16 CSEA reserves the right to reopen the agreed upon locations. This Agreement is subject to the procedures  
17 required by CSEA Policy 610.

18 This MOU will sunset on January 5, 2019

19 For SBCCD



22 Bruce Baron, Chancellor

For CSEA, Chapter #291



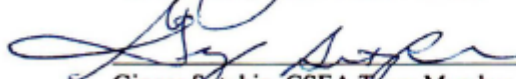
23 Grayling Eaton, Chief Negotiator




24 Stacy Garcia, CSEA Team Member



25 Kevin Palkki, CSEA Team Member



26 Ginger Sutphin, CSEA Team Member



27 Fermin Ramirez, CSEA Team Member



28 Natalie Dorado,  
29 CSEA Labor Relations Representative

MEMORANDUM OF UNDERSTANDING  
By And Between  
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
And  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its  
SAN BERNARDINO CCD CHAPTER #291  
August 30, 2017

**Use of Video Camera Monitoring and Other Devices  
(Video, Audio & Tracking Equipment)**

**Terms and Conditions:** This Memorandum of Understanding is entered into by and between the San Bernardino Community College District (hereinafter, "District") and the California School Employees Association and its San Bernardino Community College District Chapter 291 (hereinafter, "Association").

All bargaining unit members shall be notified of the presence and use of video, audio and tracking devices on District property.

The intent and purpose of the video monitoring and audio equipment, audio and tracking devices is to enhance the security of District equipment, facilities, students and staff, and respond to crisis situations more effectively.

The District will not use the video equipment, audio and tracking devices to monitor bargaining unit member's performance.

If a serious violation of the law, board policy or a pattern of unsafe behavior is reported, data gathered through video surveillance may be used to confirm or refute any allegations of misconduct, the verified data gathered, may be evidence in the disciplinary process.

If video data is to be used in an employee discipline situation, a bargaining unit member or Association shall be provided copies of video & audio surveillance and/or tracking data. The District shall provide copies of the available data within 72 hours of the request.

This Agreement is subject to the procedures required by CSEA Policy 610.

For the SBCCD District


  
\_\_\_\_\_  
Amalia Perez, Director of Human Resources

For CSEA, Chapter 291

  
\_\_\_\_\_  
Ginger Suphin, Negotiations Team Member

  
\_\_\_\_\_  
Kevin Palkki, Negotiations Team Member

  
\_\_\_\_\_  
Fermin Ramirez, Negotiations Team Member

  
\_\_\_\_\_  
Natalie Dorado  
CSEA Labor Relations Representative  
For CSEA, Chapter 291

MEMORANDUM OF UNDERSTANDING  
*By And Between*  
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
*And*  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS SAN BERNARDINO CCD  
CHAPTER 291  
MAY 30, 2017

This Memorandum of Understanding (MOU) is made and entered into May 30, 2017, between California School Employees Association and its San Bernardino CCD Chapter 291 (hereinafter referred to as "Association") and San Bernardino Community College District (hereinafter referred to as "District"), collectively ("the parties").

**For the fiscal year 2017 – 2018, the benefits shall be as follows:**

1. Medical, Dental, Vision Plan, Basic Life and AD&D
  - In accordance with Article 10.1, during the life of the agreement the DISTRICT shall fully fund the least expensive medical/dental/vision/chiropractic/life insurance/EAP package for each unit member who works twenty (20) or more hours per week on a regular basis. Individual unit members who elect to enroll in more expensive health and welfare packages shall be responsible for the difference in cost between the least expensive medical package and the package selected by the individual through payroll deductions.
2. The District shall provide the following three (3) free plans to each unit member who works twenty (20) or more hours per week on a regular basis. Individual unit members who elect to enroll in more expensive health and welfare packages shall be responsible for the difference in cost between the least expensive medical packages and the package selected by the individual through payroll deduction.
  - Kaiser Low HMO
  - Blue Shield HMO ACO Network
  - Blue Shield Full Network

Appendix J Medical section shall be revised to include the following attached plan designs:

- A choice of the five (5) medical plans:
  - Kaiser Low HMO (No additional cost option)
  - Kaiser High HMO (Additional cost option)
  - Blue Shield Full Network (No additional cost option)
  - Blue Shield PPO (Additional cost option)
  - Blue Shield HMO ACO Network (No additional cost option)


CSEA MOU  
RE: H&W Benefits  
May 30, 2017

**For the fiscal year 2018-2019:**

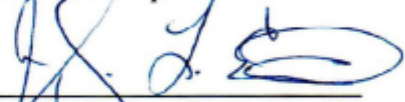
- In accordance with Article 10.1, during the life of the agreement the DISTRICT shall fully fund the least expensive medical/dental/vision/chiropractic/life insurance/EAP package for each unit member who works twenty (20) or more hours per week on a regular basis the 2018-19 year.

In the event that there are any changes negotiated in Article 10 of the collective bargaining agreement, CSEA reserves the right to reopen this MOU. The MOU is effective for the July 1 2017- June 30, 2018 and July 1, 2018 - June 30, 2019 and is subject to CSEA and the District approval and ratification processes.


For the District:


  
\_\_\_\_\_  
Amalia Perez  
SBCCD, Human Resources

For CSEA Chapter 291:

  
\_\_\_\_\_  
Grayling Eaton, Chapter President  
Chief Negotiator

  
\_\_\_\_\_  
Kevin Palkki, Team Member

  
\_\_\_\_\_  
Fermin Ramirez, Team Member

  
\_\_\_\_\_  
Ginger Sulphin, Team Member



**MEMORANDUM OF UNDERSTANDING**

*By and Between*

**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**

*And*

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
CHAPTER 291**

**June 13, 2017**

Terms and Conditions: This Memorandum of Understanding is entered into by and between the San Bernardino Community College District, (hereinafter, "District") and the California School Employees Association and its San Bernardino Community College District Chapter 291 (hereinafter, "Association.").

The District and Association (hereinafter, "Parties") agree in accordance with the 2013/2016 CSEA collective bargaining agreement that Forsberg Consulting of Roseville, California will be contracted to conduct a Compensation Study per CBA Article 16.3.5.2.

The Parties agree that the consultant shall complete the Compensation Study within six (6) months of board approval of the consultant's contract on or before the 2017 August Board Meeting. Upon completion of the Compensation Study, the Parties shall negotiate the effects and implementation of the Compensation Study. The implementation of the Compensation Study shall be effective July 1, 2017. Should Forsberg Consulting of Roseville, California be unavailable for a timely engagement, the Parties shall meet and confer on an alternative consultant. The implementation shall be completed no longer than three (3) months after negotiations of the completed compensation study.

The Parties agree that the following list of classified positions as benchmarks will be included in the Compensation Study. The District may add additional administrator positions, faculty positions, salary schedules, and longevity pay with the contracted party. The additional positions, salary schedules, community college districts and longevity pay shall be separate and shall not interfere with the Association's Compensation Study timelines, results and implementation.

The Parties agree that the Compensation Study shall compare the District's labor market positions to the median of the market data collected from the seven (7) community college districts listed below. The Parties agree that Forsberg Consulting shall make every effort to ensure sufficient comparison points are available for each position based on scope of work. If there is not a matching classification title, Forsberg Consulting shall provide no less than two (2) comparable positions.

The following classifications surveyed shall be:

1. Accountant
2. Administrative Assistant I
3. Administrative Secretary
4. Admissions and Records Coordinator
5. Book Buyer (Bookstore)
6. Budget Analyst
7. Clerical Assistant II
8. College Security Officer
9. Database Administrator
10. Financial Aid Specialist II
11. Grounds Caretaker
12. Laboratory Technician - Chemistry
13. Laboratory Technician - Physics
14. Learning Resources Assistant
15. Library Technical Assistant II
16. Maintenance Technician (Skilled)
17. Payroll Accountants

18. Program Manager (KVCR)
19. Programmer Analyst
20. Research Analyst
21. Secretary I
22. Student Services Technician I
23. Systems Analyst
24. Warehouse Operations Worker

The Parties agree that the following California community college districts will be included in the Compensation Survey.

1. Mt San Jacinto CCD^
2. Chaffey CCD^
3. Mt San Antonio CCD^
4. College of the Desert District^
5. Riverside CCD^\*
6. Victor Valley College^
7. Palomar CCD^

\*Multiple college districts


^Original comparative districts

This agreement is subject to all approvals required by CSEA Policy 610 and the District.


For the District:

  
\_\_\_\_\_  
Amalia Perez  
SBCCD, Human Resources


For CSEA Chapter 291:

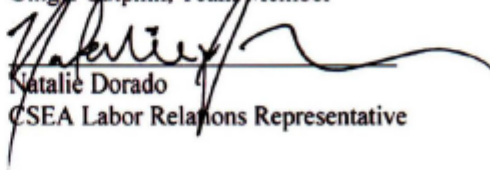
  
\_\_\_\_\_  
Grayling Eaton, Chapter President  
Chief Negotiator

  
\_\_\_\_\_  
Kevin Palkki, Team Member

  
\_\_\_\_\_  
Stacy Garcia, Team Member

  
\_\_\_\_\_  
Fermin Ramirez, Team Member

  
\_\_\_\_\_  
Ginger Sutphin, Team Member

  
\_\_\_\_\_  
Natalie Dorado  
CSEA Labor Relations Representative

**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
CHAPTER 291**

This Memorandum of Understanding is entered into by and between the San Bernardino Community College District (hereinafter, "District") and the California School Employees Association, Chapter 291 (hereinafter, Association).

The District and the Association agree that the following requirements on the Laboratory Technician job descriptions will not be in effect, nor will unit members in these classifications be responsible, until such time as the District has implemented a functioning and compliant Chemical Hygiene Plan, Hazardous Materials Waste Disposal Plan and Hazard Communication Plan.

1. Monitors production of, collects, and processes hazardous waste materials and toxic chemicals resulting from lab classes, collects and properly stores biohazard waste.
2. Knowledge of occupational hazards and standard safety practices including methods and techniques used in handling and disposing of hazardous chemicals and bio-hazardous waste.
3. Ability to observe safety procedures and protocols, including those for safe handling and storage of hazardous materials.

This Memorandum of Understanding constitutes the full and complete Agreement regarding the Laboratory Technician job descriptions.

Dated this 5<sup>th</sup> day of May, 2011.

For the SBCCD District



Bruce Baron  
Chancellor

For CSEA, Chapter 291



Colleen Gamboa  
President, CSEA Chapter 291



Denise Evans  
CSEA Labor Relations Representative

MEMORANDUM OF UNDERSTANDING  
By And Between  
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
And  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its SAN BERNARDINO  
COMMUNITY COLLEGE DISTRICT CHAPTER 291

January 17, 2018

**Terms and Conditions:** This Memorandum of Understanding is entered into by and between the San Bernardino Community College District (hereinafter, "District") and the California School Employees Association, and its Chapter #291, (hereinafter "Association") collectively referred to as "the Parties".

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

- a. The District shall provide CSEA notice of any newly hired employee, within ten (10) days of date of hire, via an electronic mail. Please include the following information: full legal name, date of hire, classification, and site.

**2. EMPLOYEE INFORMATION**

- a. "Newly hired employee" or "new hire" means any employee, whether permanent, full time, part time, hired by the District, and who is still employed as of the date of the new employee orientation. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, for purposes of this article only, the "date of hire" is the date upon which the employee's employee status changed such that the employee was placed in the CSEA unit. It shall not include substitute employees who are not in the bargaining unit.
- b. The District shall provide CSEA with contact information on the new hires<sup>1</sup>. The information will be provided to CSEA electronically via excel file or a mutually agreeable secure FTP site or service, on the last working day of the month in which they were hired. This contact information shall include the following items, with each field in its own column:

- i. First Name;
- ii. Middle initial;
- iii. Last name;
- iv. Suffix (e.g. Jr., III)
- v. Job Title;
- vi. Department;
- vii. Primary worksite name;
- viii. Work telephone number;
- ix. Work telephone extension;
- x. Home Street address (incl. apartment #)
- xi. City
- xii. State

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<sup>1</sup> Subject to any restriction from Government Code section 6254.3 (c)

- xiii. ZIP Code (5 or 9 digits)
- xiv. Home telephone number (10 digits);
- xv. Personal cellular telephone number (10 digits);
- xvi. Personal email address of the employee;
- xvii. Employee ID;
- xviii. Hire date.

This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District.

In the event no one is hired in any particular month, the District shall send an e-mail to CSEA confirming they did not hire any new staff that month.

- c. **Periodic Update of Contact Information:** The District shall provide CSEA with a list of all bargaining unit members' names and contact information on the last working day of September, January, and May. The information will be provided to CSEA electronically via excel or 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:

- i. First Name;
- ii. Middle initial;
- iii. Last name;
- iv. Suffix (e.g. Jr., III)
- v. Job Title;
- vi. Department;
- vii. Primary worksite name;
- viii. Work telephone number;
- ix. Work telephone extension;
- x. Home Street address (incl. apartment #)
- xi. City
- xii. State
- xiii. ZIP Code (5 or 9 digits)
- xiv. Home telephone number (10 digits);
- xv. Personal cellular telephone number (10 digits);
- xvi. Personal email address of the employee;
- xvii. Employee ID;
- xviii. Hire date.

### 3. NEW EMPLOYEE ORIENTATION

- a. "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.
- b. The District shall provide CSEA mandatory access to its new employee orientations. CSEA shall receive not less than ten (10) days' notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable.

- i. In the event the District conducts a group orientation, CSEA shall have one (1) hour of paid release time for two (2) CSEA representatives, including the Chapter President or designee, to conduct the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session.
- ii. In the event the District conducts one-on-one orientations with new employees, CSEA shall have thirty (30) minutes of paid release time for one (1) CSEA representative to conduct the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session.
- c. The District shall include the CSEA membership application and a CSEA provided link for an electronic application, in any new employee orientation packet of District materials provided to any newly hired employee. CSEA shall provide the copies of the CSEA membership applications to the District for distribution.
- d. Unit member will be compensated normal hourly rate for attending orientation session.
- e. During CSEA's orientation session, no District manager or supervisor or non-unit employee shall be present.

#### 4. DURATION OF AGREEMENT

- a. **Term:** This Agreement shall remain in full force and effect from the date this Agreement is signed, through June 30, 2020, and shall be automatically renewed from year to year unless either party serves written notice upon the other between March 1 and April 1, 2019, or any subsequent anniversary date, of its desire to modify the Agreement. If negotiations for a subsequent Agreement continue after June 30, 2020, the provisions of this Agreement shall remain in effect until the negotiation of a new Agreement is completed. In the event an agreement is not reached within sixty (60) days after the demand to negotiation, either party can make a demand for interest arbitration, to the extent applicable.
- b. **Savings Clause:** If during the life of the Agreement there exists any applicable law, rule, regulation or order issued by governmental authority, other than the District, which shall render invalid or restrain compliance with or enforcement of any provision contained within this Agreement, it shall not invalidate any unaffected remaining portion(s). The remaining portion(s) shall continue in full force and effect. Upon written notification by one of the Parties to the other, any portion of the Agreement that is invalidated in accordance with this Article shall be opened for negotiations within thirty (30) days.
- c. **Violations of Agreement:** Any alleged violation, misinterpretation, or misapplication of the terms of this Article shall be subject to the grievance and arbitration provisions of Article 18, except as follows:
  - i. The definition of a grievant: Only CSEA and its chapter #291 can be the grievant, not an employee.
  - ii. CSEA will not hold the District responsible for inaccurate information provided to them by an employee. Inaccurate information provided by an employee shall not be subject to the grievance procedure.

This agreement is subject to all approvals required by the Association and District.

DISTRICT:



Amalia Perez,  
Director, Human Resources

ASSOCIATION:



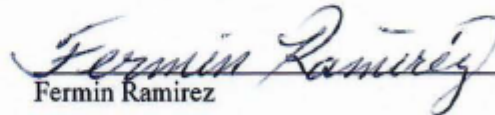
Grayling Eaton,  
CSEA Chapter President



Stacy Garcia



Ginger Sutphin



Fermin Ramirez



Lynn Breyette  
CSEA Labor Relations Representative

MEMORANDUM OF UNDERSTANDING  
*By And Between*  
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
*And*  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its  
SAN BERNARDINO CCD CHAPTER #291

November 13, 2017

**Terms and Conditions:** This Memorandum of Understanding is entered into by and between the San Bernardino Community College District (hereinafter, "District") and the California School Employees Association, and its Chapter #291, (hereinafter "Association") collectively referred to as "the Parties".

The Parties have met to discuss the need to extend the work week for specific departments within the San Bernardino Community College District and have agreed the **following provisions apply to those departments** as follows:

1. The following departments shall have the regular workweek of unit members shall be forty (40) hours on five (5) consecutive days Monday through Sunday and the regular workday eight (8) hours, exclusive of lunch:
  - A. Police Department
  - B. KVCR
2. The DISTRICT and ASSOCIATION shall negotiate the effects of any additional changes to existing shift hours, length of workdays and days worked per year.
3. The District shall provide supervision, operational services and support needed for unit members required to perform duties on workweeks that includes Saturdays and/or Sundays.
4. Permanent assignment changes, as addressed within this provision, which would include working on a weekend day shall be offered to bargaining unit members in inverse seniority order and in accordance with section 5 below.
5. In order for a current bargaining unit members to be transferred from an assignment that does not require weekend work (Saturday, Sunday, or both) to an assignment that requires weekend work, the District must obtain written consent from the bargaining unit member. The District shall not seek such written consent without first notifying CSEA of the Districts intent to seek such consent and without negotiating with CSEA regarding the decision and effects of such a change in work assignment. Once the District and CSEA have reached a tentative agreement on the decision and effects of a change in work assignment that would include weekend work, the District may seek written consent from the bargaining unit member currently working in the position. If the bargaining unit member does not give written consent to change their assignment to include weekend work, the tentative agreement between the District and CSEA shall become null and void.
  - a. A CSEA representative shall be present when any District representative(s) discuss or attempt to obtain written consent from bargaining unit member regarding the changing of work assignments to include weekend work.
  - b. Consent of the unit members shall be provided to the District on a voluntarily basis and made in the presence of a CSEA representative.
  - c. The signature of a CSEA representative must be present on the written consent submitted by the unit member.

Page 1 of 2



MEMORANDUM OF UNDERSTANDING  
*By And Between*  
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
*And*  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its  
SAN BERNARDINO CCD CHAPTER #291

November 13, 2017

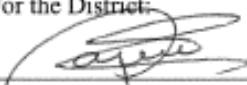
6. No unit member shall be assigned to perform services on a Saturday, Sunday, or both, if the unit member objects in writing that the assignment would conflict with his or her religious beliefs or practices.
7. In accordance with Article 12.2, when a holiday falls on Sunday, the following Monday will be observed as the holiday. When a holiday falls on Saturday, the preceding Friday will be observed as the holiday with the exception of Lincoln's birthday which will be observed to coincide with the adopted school schedule. All District sites will be closed on Board approved holidays and no classes will be held on those days.

This Memorandum of Understanding and subject matter shall be subject to the grievance process outlined within Article 18: Grievance Procedure of the collective bargaining agreement between the District and the Association.

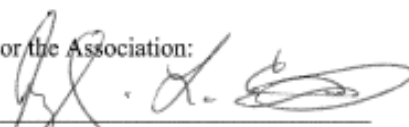
This MOU is subject to CSEA and District approval and ratification processes.

The effective date of this MOU is November 13, 2017.

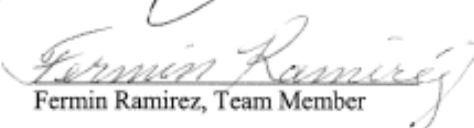
For the District:


  
\_\_\_\_\_  
Amalia Perez  
SBCCD, Human Resources

For the Association:

  
\_\_\_\_\_  
Grayling Eaton, Chief Negotiator

  
\_\_\_\_\_  
Kevin Palkki, Team Member

  
\_\_\_\_\_  
Fermin Ramirez, Team Member

  
\_\_\_\_\_  
Ginger Sutphin, Team Member

  
\_\_\_\_\_  
Natalie Dorado  
CSEA Labor Relations Representative

**LETTER OF UNDERSTANDING  
BETWEEN  
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
AND THE  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT CHAPTER 291**

This Letter of Understanding is entered into by and between the San Bernardino Community College District (hereinafter "District") and the California School Employees Association, San Bernardino Community College Chapter 291 (Hereinafter "Association").

**WHEREAS**, the District and Association recognize that there is a correction on the script for the Memorandum of Understanding on the Child Development Specialist position at Crafton Hills College dated May 12, 2009, as it relates to the current needs of the District to have more staff and the current budget constraints of the District -- in lieu of filling the position at forty (40) hours per week, the position will be split and filled as two (2) nineteen (19) hours per week positions.

**NOW, THEREFORE, IT IS AGREED THAT:**

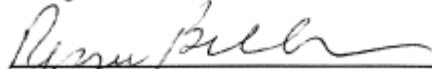
The Memorandum of Understanding dated May 12, 2009 should be scribed to read:

The Child Development Teacher position at Crafton Hills College as it relates to the current needs of the District to have more staff and the current budget constraints of the District -- in lieu of filling the position at forty (40) hours per week, the position will be split and filled as two (2) nineteen (19) hours per week positions.

This Letter of Understanding shall not set precedent in regards to future vacant positions.

Dated this 4 day of September, 2009

For the San Bernardino Community  
College District:



Renee Brunelle, Vice Chancellor,  
Human Resources & Employee Relations

For CSEA Chapter 291:



Colleen Gamboa  
SBCCD CSEA Vice President



Benjamin Gamboa  
CSEA Unit Member

**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT and  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT CHAPTER 291**

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (hereinafter, "MOU") is entered into by and between the San Bernardino Community College District (hereinafter, "District") and the California School Employees Association, San Bernardino Community College District Chapter 291 (hereinafter, "Association").

**WHEREAS**, the District and Association have met to address the program needs of the Child Development Center at San Bernardino Valley College.

**WHEREAS**, the District and Association mutually acknowledge their desire to provide the required adult-to-student ratio in the program and the required breaks and lunches in accordance with Article 6 (Hours of Work and Overtime), sections 6.4 and 6.5 of the District's agreement with CSEA (Agreement) except as otherwise specifically provided in this MOU. Sections 6.4 and 6.5 are set forth below:

6.4 **LUNCH PERIODS.** Unit members on duty for four (4) consecutive hours or more shall be entitled to a duty-free lunch period. All unit members who are assigned a daily work schedule of six (6) hours or more shall be required to take a lunch period, unless it is mutually agreed otherwise. The lunch period shall not be less than thirty (30) minutes nor more than sixty (60) minutes and the DISTRICT shall schedule lunch at or about the midpoint of a full-time unit member's workday.

6.5 **REST PERIODS.** Unit members whose regular work schedule is between three (3) and six (6) hours per day shall receive one 15-minute rest period per day. Unit members whose regular work schedule is in excess of six (6) hours shall receive two 15-minute rest periods per day. The rest periods shall be designated by the immediate supervisor as near the midpoint of each pre-lunch and post-lunch work period as practicable, to accommodate the needs and efficiency of the DISTRICT. Unit members whose regular work schedule is three (3) hours or less shall not be afforded a rest period. Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay.

**NOW THEREFORE, IT IS AGREED TO:**


1. Notwithstanding any provision of Article 6 of the Agreement, the District may provide a work schedule for bargaining unit members assigned to the Child Development Center at San Bernardino Valley College, in the positions of Senior Child Development Teacher, Child Development Teacher, and Child Development Assistant which requires such unit members to combine their rest period(s) with their lunch period. For example: A six hour employee may be scheduled to receive a one hour combined rest break/lunch which consists of two (2) 15 minute rest periods and one (1) 30 minute lunch period.
2. The District will provide each unit member a schedule of rest/lunch periods.
3. It is the intent of the parties that the District will attempt to schedule the rest/lunch period(s) at a time in the program where the required adult-to-student ratio is lower wherever practicable.
4. The parties agree that nothing in this MOU violates the Fair Labor Standards Act, the CSEA Agreement, or the Education Code, and that any such alleged claim is expressly and voluntarily waived by the Association as to the scheduling of rest period(s) with respect to unit members assigned to the abovementioned positions at the San Bernardino Valley College Child Development Center.

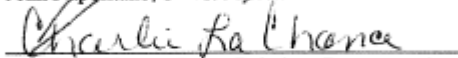
5. The parties also agree that neither party will file a grievance, unfair practice charge, or claim alleging any other violation of law for entering into this MOU or applying it in accordance with its terms. This provision does not apply should the District fail to exercise its discretion to schedule rest period(s) and lunch periods in a manner consistent with the specific provisions of this MOU and other provisions of Article 6 which are not inconsistent with this MOU.
6. The parties agree to evaluate this memorandum of understanding in one year as to its effectiveness and continuation.

Dated this 7<sup>th</sup> day of November, 2007

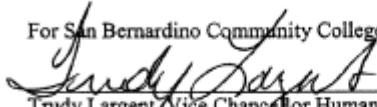
For CSEA:


  
 Michelle Crocfer, President


  
 John Napolitano, 1<sup>st</sup> Vice President

  
 Charlie LaChance, Labor Relations Representative

For San Bernardino Community College District:

  
 Trudy Largent, Vice Chancellor Human Resources &  
 Employee Relations

  
 Robert Temple, Vice Chancellor Fiscal Services

  
 Ronald Gerhard, Business Manager

This document shall serve as a place holder for the MOU to be negotiated between SBCCD and CSEA #291 regarding implementation of the ADP System.

**APPEND**

**(NOTE: This is for example purposes only and shall be used for reference only. All memorandums shall be negotiated between the Association, CSEA #291 & SBCCD and are subject to all ratification procedures)**

**Terms and Conditions:** This Memorandum of Understanding is entered into by and between the San Bernardino Community College District (hereinafter, "District") and the California School Employees Association, and its Chapter #291, (hereinafter "Association").

The District and the Association agree to approve the interim Out-of-Class assignment for [UNIT MEMBER], [ POSITION ], to [ MANAGEMENT ASSIGNMENT ], under the following stipulations:

1. The length of the assignment effective [DATE], until [DATE] or a decision either by the employee or management is made to remove himself/him from the position.
2. The Employee will be compensated from the Management Salary Schedule at [RANGE, STEP]. The identification of the salary range and step in this MOU is for reference only, and not subject to negotiation between the District and CSEA.
3. The parties agree that [UNIT MEMBER], while performing the out-of-class assignment, remains a unit member and may avail himself of any and all rights and representation afforded him though affiliation with CSEA.
4. The District and the Association agree that the Employee will not take part in any classified employee evaluations or employee discipline proceedings during the assignment as Custodial Supervisor or be evaluated during this out of class service.
5. Upon completion of the Out-of-Class assignment, the Employee shall return to his regular classified position as [CURRENT POSITION].
6. The District and the Association agree that during the Out-of-Class assignment, the Employee's seniority as [CURRENT POSITION] will continue to accrue and the Out-of-Class assignment will not be construed in any manner as a break in service.

This Memorandum of Understanding constitutes the full and complete Agreement regarding the Management assignment of [UNIT MEMBER].

This Agreement is subject to the approvals required by the CSEA Policy 610 and the District.

SAMPLE MOU: POSITION RECLASSIFICATION

**APPENDIX**

**(NOTE: This is for example purposes only and shall be used for reference only. All memorandums shall be negotiated between the Association, CSEA #291 & SBCCD and are subject to all ratification procedures)**

**[DATE]**

**Terms and Conditions:** This Memorandum of Understanding is entered by and between the San Bernardino Community College District (hereinafter "District") and the California School Employees Association and its San Bernardino CCD chapter 291, (hereinafter "Association"), collectively ("the parties").

1. In accordance with Article 16: PERSONNEL, specifically article 16.3 REQUEST FOR RECLASSIFICATION, it has been determined the following bargaining unit member shall be reclassified.
2. Effective, [DATE], the District and the Association agree to the reclassification of bargaining unit member, [UNIT MEMBER], [POSITION] at [WORKSITE], [HOURS PER DAY] [HOURS PER WEEKS], [DAYS PER WEEK AND MONTHS PER YEAR] work year to [POSITION] at [WORKSITE], [HOURS PER DAY]/[DAYS PER WEEK]/12 month work year.
3. In accordance with Article 6: Hours of Work & Overtime, [UNIT MEMBER]' schedule shall be [WORK WEEK] [HOURS OF WORK]. Any changes to this schedule shall be negotiated in accordance with Article 6.2.

This Agreement is subject to the procedures required by CSEA Policy 610.

## APPENDIX H GOALS

The San Bernardino Community College District and the CSEA Chapter #291 agree to the following goals:

- Goal #2**      **Classified Salary Schedule**
- Goal #6**      **Parking Fee**
- Goal #7**      **Job Specific Certificates/Degrees**

### **GOAL #2**

Classified Salary Schedule: The DISTRICT and the ASSOCIATION agree to address the mutual goal of adding an additional step(s) to the Classified Salary Schedule subject to available resources and mutual agreement on the terms of implementation.

### **GOAL: ACCOMPLISHED SEPTEMBER 29, 2016 #6**

Parking Fee: The DISTRICT and the ASSOCIATION agree to address the mutual goal of establishing a reduced or free parking for classified staff.

### **GOAL #7**

Job Specific Certificates/Degrees: The DISTRICT agrees to address the ASSOCIATION'S goal of reviewing establishing payment for and/or possible compensation to those classified employees who obtain job specific certificates/degrees.

### **GOAL #8: ACCOMPLISHED DECEMBER 1, 2014**

Discipline: The DISTRICT and the ASSOCIATION agree to address the mutual goal of establishing a new article on Discipline that includes Education Code 88016 and the ideals of the practices and principles of Progressive Discipline.

### **GOAL #1: ACCOMPLISHED MAY 7, 2010**

Health & Welfare Benefits: The DISTRICT and the ASSOCIATION agree to the mutual goal of reviewing, enhancing, clarifying language including but not limited to providing a health and welfare plan under the cap and/or increasing the cap and/or other options to help reduce costs to the employee.

### **GOAL #3: ACCOMPLISHED JULY 1, 2007**

Rate of Pay: The DISTRICT and the ASSOCIATION agree to the mutual goal of an increase in salary for all Classified Employees, the amount of which to be determined through the negotiation process with the goal of moving salaries to the median, sustaining the median, and with the ultimate goal to move salaries beyond the median as resources permit.

### **GOAL #4: ACCOMPLISHED NOVEMBER 9, 2010**

Vacancies, Transfers, Voluntary Demotions, Closed Promotions: The DISTRICT and the ASSOCIATION agree to the mutual goal of reviewing, enhancing, clarifying language including but not limited to developing a fair and comprehensive hiring process at all levels.

### **GOAL #5: ACCOMPLISHED JULY 2010**

College Police Department: The DISTRICT agrees to address the ASSOCIATION'S goal of establishing a new article or incorporating language into existing articles specifically for the College Police Officers which addresses and recognizes their rights provided under statute to include but not limited to non-duty free lunches, safety retirement incentive, ongoing education/certificate stipends, work/shift calendar, and discipline. SBCCD Police Department Policies and Procedures Manual have been developed.



**GOAL #9: ACCOMPLISHED AUGUST 12, 2008**

Personnel: The DISTRICT agrees to address the ASSOCIATION'S goal of reviewing, enhancing, clarifying language including but not limited to addressing the rights of the bargaining unit under statute involving the classification, and abolishment of positions, reviewing language on an employee's right to respond to articles placed in their personnel file.

**GOAL #10: ACCOMPLISHED AUGUST 12, 2008**

Request for Reclassification: The DISTRICT and the ASSOCIATION agree to address the mutual goal of establishing a procedure for Request for Reclassification for the classified staff.

**GOAL #11: ACCOMPLISHED FEBRUARY 2010**

Shift Differential: In addition to language in the contract to outline when shift differential is required to be paid, the DISTRICT and the ASSOCIATION agreed to incorporate into the contract bilingual stipend language.

**GOAL #12: NO AGREEMENT REACHED DECEMBER 2009**

Child Development Center Settlement Agreement and Release of all Claims dated 4-28-2000: No agreement was reached by the DISTRICT and the ASSOCIATION to dissolve the above-referenced settlement agreement.

**GOAL #13: EXPIRED NOVEMBER 30, 2009**

Child Development Center Memorandum of Understanding Regarding Lunch Periods/Rest Periods: This agreement expired the end of November 2009. There was no agreement reached by the DISTRICT and the ASSOCIATION to continue combining lunch periods and rest periods

APPENDIX I

**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
SCRIBE'S WAIVER**

In the event of any inadvertent omission or commission by the  
scribe of the contract,  
the original signed agreement shall prevail.

DE  
AS  
KP  
F.R.

**APPENDIX J**

- Medical:** A choice of five (5) medical plans:  
Kaiser Low HMO  
Kaiser High HMO  
Blue Shield Full Network  
Blue Shield PPO  
Blue Shield HMO ACO Network
- Dental:** A choice of two (2) dental plans:  
Delta Care  
Delta Dental PPO
- Vision:** Coverage through EyeMED or Kaiser
- Chiropractic:** Coverage through Blue Shield or Kaiser
- Employee Assistance:** Coverage through HealthAdvocate through CSEBA
- Basic and Voluntary Life and AD&D:** District-paid life insurance and AD&D coverage for employees, with an option to purchase additional supplemental coverage for employees and eligible dependents through Reliance Standard

*Handwritten initials: JSE, AB, KP, J.R.*

The following charts compares our medical provider benefits that will take effect July 1, 2017:

<b>HMO Plans Features</b>	<b>Blue Shield of California</b>		<b>Kaiser Permanente</b>	
	<b>Access+</b>	<b>Trio ACO</b>	<b>\$20</b>	<b>\$40</b>
Office Visits / Exam	\$10 copay	\$10 copay	\$20 copay	\$40 copay
Outpatient Specialist Visit	\$10 copay	\$10 copay	\$20 copay	\$40 copay
Teledoc consultation	\$5 copay	\$5 copay	n/a	n/a
Out-of-Pocket Maximum ( <i>Individual / Family</i> )	\$500 / \$1,500	\$500 / \$1,500	\$1,500 / \$3,000	\$3,000 / \$6,000
Lifetime Plan Maximum	Unlimited	Unlimited	Unlimited	
Well Child Care	100%	100%	100% through age 23 months	100% through age 23 months
Immunizations	100%	100%	100%	100%
Well Woman Exams	100%	100%	100%	100%
Mammograms	100%	100%	100%	100%
Adult Periodic Exams with Preventive Tests	100%	100%	100%	100%
Diagnostic X-Ray and Lab Tests	100%	100%	100%	\$10 copay / test \$50 copay / MRI, CT and PET procedure
Semi-Private Room & Board; Including Services and Supplies	100%	100%	100%	\$500 copay / admission
Pregnancy and Maternity Care ( <i>Pre-Natal Care</i> )	\$10 copay	\$10 copay	100%	100%
Surgical Services ( <i>Outpatient Facility</i> )	100%	100%	\$20 / procedure	\$250 / procedure
Emergency Services ( <i>Emergency Room</i> )	\$50 copay waived if admitted	\$50 copay waived if admitted	\$100 copay waived if admitted	\$150 copay waived if admitted
Ambulance ( <i>Air/Ground</i> )	100%	100%	\$100 copay / trip	\$150 copay / trip
Urgent Care Facility	\$10 copay	\$10 copay	\$20 copay	\$40 copay
Mental Health Benefits				
Inpatient Care	100%	100%	100%	\$500 / Admission
Outpatient Care (routine)	\$10 copay	100%	\$20 copay / individual visit \$10 copay / group	\$40 copay / individual visit \$20 copay / group
Substance Abuse				
Inpatient Hospitalization	100%	100%	100%	\$500 / admission
Inpatient Detoxification Services	100%	100%	100%	\$500 / admission
Outpatient Services (routine)	\$10 copay	\$10 copay	\$20 copay / individual visit \$5 copay / group	\$40 copay / individual visit \$5 copay / group
Prescription Drugs				
Retail (up to 30 days)				
Generic	\$5 copay	\$5 copay	\$10 copay	\$15 copay
Brand ( <i>Formula / Preferred</i> )	\$15 copay	\$15 copay	\$20 copay	\$35 copay
Brand ( <i>Non-Formulary / Non-Preferred</i> )	\$30 copay	Not Covered	Not covered	Not covered
Specialty Drugs	\$30 copay	\$15 copay	20% not to exceed \$200)	20% not to exceed \$200)

This table compares benefits only and does not guarantee coverage. Please refer to your plan documents.

*B.E.*  
*AS*  
*K.P.*  
*J.R.*

<b>HMO Plans Features (Continued)</b>	<b>Blue Shield of California</b>		<b>Kaiser Permanente</b>	
	<b>Access+</b>	<b>Trio ACO</b>	<b>\$20</b>	<b>\$40</b>
<b>Mail Order (90-day Supply with Blue Shield and up to 100 days with Kaiser)</b>				
<b>Generic</b>	\$10 copay	\$10 copay	\$20 copay	\$30 copay
<b>Brand (Formula / Preferred)</b>	\$30 copay	\$30 copay	\$40 copay	\$70 copay
<b>Brand (Non-Formulary / Non-Preferred)</b>	\$60 copay	Not Covered	Not covered	Not covered
<b>Durable Medical Equipment</b>	100%	100%	100%	100%
<b>Home Health Care</b>	\$10 / visit up to 100 visits / cal year	\$10 / visit up to 100 visits / cal year	100%	100%
<b>Hospice Care</b>	100%	100%	100%	100%
<b>Chiropractic Services</b>	\$10 copay 30 visits / cal year; Combined with Acupuncture through ASH	\$10 copay 30 visits / cal year; Combined with Acupuncture through ASH	\$15 copay limited to 20 visits / cal year referred Chiropractic Services	\$15 copay limited to 20 visits / cal year referred Chiropractic Services
<b>Acupuncture</b>	\$10 copay 30 visits / cal year; Combined with Chiropractic through ASH	\$10 copay 30 visits / cal year; Combined with Chiropractic through ASH	\$20 copay 20 visit/ cal year with physician referred acupuncture	\$40 copay 20 visit/ cal year with physician referred acupuncture
<b>Outpatient Rehabilitative Therapy Services (Physical, Occupational, and Respiratory)</b>	\$10 copay (an add'l copay may apply when rendered At a hospital or skilled nursing facility	\$10 copay (an add'l copay may apply when rendered At a hospital or skilled nursing facility	\$20 copay	\$40 copay
<b>Hearing Exam</b>	No copay	No copay	\$20 copay	\$40 copay
<b>Aid(s)</b>	Not covered	Not covered	Not covered	Not covered

This is a high-level benefit summary and does not override contract language or state law.

<b>PPO Plan Features</b>	<b>Blue Shield of California</b>	
<b>Annual Deductible (Individual / Family)</b>	\$250 / \$500	
<b>Coinsurance</b>	90%	70%
<b>Office Visits / Exam</b>	\$10 copay (deductible waived)	70%
<b>Outpatient Specialist Visit</b>	\$10 copay (deductible waived)	70%
<b>Teledoc Consultation</b>	\$5 (deductible waived)	Not Covered
<b>Out-of-Pocket Maximum (Individual / Family)</b>	\$2,500 / \$5,000	\$4,500 / \$9,000
<b>Lifetime Plan Maximum</b>	Unlimited	
<b>Outpatient Services / Preventive Services</b>		
<b>Well Child Care</b>	100% (deductible waived)	70%
<b>Immunizations</b>	100% (deductible waived)	70%
<b>Well Woman Exams</b>	100% (deductible waived)	70%
<b>Mammograms</b>	100% (deductible waived)	70%
<b>Adult Periodic Exams with Preventive Tests</b>	100% (deductible waived)	70%

This is a high-level benefit summary and does not override contract language or state law.

*Handwritten initials:*  
 LGS  
 ASB  
 KP  
 J.R.

PPO Plan Features (Continued)	Blue Shield of California	
Diagnostic X-Ray and Lab Test	90%	70%
Inpatient Hospital		
Pre-Authorization of Services Required	Yes	Yes
Semi-Private Room & Board; Including Services and Supplies	90%	70% up to \$600 / admission. members are responsible for 30% of this \$600/day
Pregnancy & Maternity Care (Pre-Natal Care)	\$10 copay (initial visit then 10%)	70%
Outpatient Facility Services	90%	70% up to \$350 per day. members are responsible for 30% of this \$350/day
Emergency Services (Emergency Room)	\$100 deductible + 90% (\$100 deductible waived if admitted)	\$100 deductible + 90% (\$100 deductible waived if admitted)
Ambulance (Air or Ground)	90%	90%
Urgent Care Facility	\$10 copay (deductible waived)	70%
Mental Health & Substance Abuse Benefits		
Inpatient Hospitalization	90%	70% up to \$600 / admission. members are responsible for 30% of this \$600 per day
Outpatient Care (routine)	\$10 per visit (deductible waived)	70%
Prescription Drugs		
Deductible	None	None
Retail (up to 30 days)		
Generic	\$5 copay	25% + \$5 per prescription
Brand (Formula / Preferred)	\$15 copay	25% + \$15 per prescription
Brand (Non-Formulary / Non-Preferred)	\$30 copay	25% + \$30 per prescription
Mall Order (90-day Supply)		
Generic	\$10 copay	Not covered
Brand (Formula / Preferred)	\$30 copay	Not covered
Brand (Non-Formulary / Non-Preferred)	\$60 copay	Not covered
Other Services and Supplies		
Durable Medical Equipment	90%	70%
breast pump and supplies are covered under preventive care at no charge		breast pump not covered
Home Health Care	90% to 100 visits / cal year	Not Covered Unless prior authorization is obtained
Hospice Care	100% (deductible waived)	Not Covered Unless prior authorization is obtained
Chiropractic Services	90% limited to 24 visits / cal year combined with out of network	70% limited to 24 visits / cal year combined with in network
Acupuncture	90% limited to 12 visits / cal year combined with out of network	70% limited to 12 visits / cal year combined with in network
Infertility (Diagnosis & Treatment)	See plan certificate	See plan certificate
Outpatient Rehabilitative Therapy Services		
Physical, Respiratory and Occupational	90%	70%
Speech	90%	70%

This is a general benefit summary and does not describe the actual details of coverage available.

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*138*  
*KP*  
*S.R.*

The following chart outlines the dental benefits we offer:

Dental Plans Features	DeltaCare Dental (HMO)	Delta Dental (PPO)	
		In-Network	Out-of-Network
Annual Deductible (Individual / Family)	\$0 / \$0	\$0 / \$0	\$50 / \$150
Waived for Preventive	N/A	N/A	Yes
Annual Plan Maximum	Unlimited	\$1,750 / person	
Orthodontia Lifetime Maximum	\$1,900	\$1,750 / person	
Covered Services			
Diagnostic and Preventive Services	100%	100%	80%
Basic Services	Various copays apply	90%	80%
Endodontics	Various copays apply	90%	80%
Periodontics	Various copays apply	90%	80%
Major Services	Various copays apply	80%	50%
Orthodontia Services			
Adult	Various copays apply	50%	50%
Dependent Children	Various copays apply	50%	50%
Dental Implants	N/A	\$1,750 / person	
	N/A	50%	50%

This is a high-level benefit summary and does not override carrier evidence of coverage booklet.

*Handwritten initials: LYS, AB, ER, S.R.*

Plan Features	EyeMed	
	In-Network	Out-of-Network
Copay (Exam)	\$10 copay	Up to \$40
Frequency:		
Eye Exam	Once every 12 months	Once every 12 months
Lenses	Once every 12 months	Once every 12 months
Frames	Once every 12 months	Once every 12 months
Contacts	Once every 12 months (in lieu of lenses and frames)	Once every 12 months (in lieu of lenses and frames)
Lenses:		
Single Vision	100%	Up to \$35
Bifocal	100%	Up to \$49
Trifocal	100%	Up to \$74
Standard Progressive	\$50 copay	Up to \$60
Contact Lenses:		
Non-elective	100%	Up to \$210
Elective	Up to \$200 plus 15% off remaining balance in lieu of lenses and frames	Up to \$160 in lieu of lenses and frames
Frames	Up to \$300 from participating provider	Up to \$150

Plan Features	Kaiser Vision	
	\$20 Medical plan includes:	\$40 Medical plan includes:
Copay:		
Deductible Amount	N/A	N/A
Annual Allowance Amount	\$300 for eyewear purchased from Plan Optical Sales	\$300 for eyewear purchased from Plan Optical Sales
Exam	\$20 copay	\$40 copay
Materials	\$300 allowance	\$300 allowance
Frequency:		
Eye Exam	12 months	12 months
Lenses	24 months	24 months
Frames	24 months	24 months
Contacts	24 months	24 months

This is a high-level benefits summary and does not override carrier evidence of coverage booklet.



APPENDIX K  
HOLIDAYS

	<u>2016-2017</u>	<u>2017-2018</u>	<u>2018-2019</u>
Independence Day	July 4	July 4	July 4
Labor Day	Sept 4	Sept 4	Sept 3
Veteran's Day	Nov 11	Nov 10	Nov 12
Thanksgiving Day	Nov 23	Nov 23	Nov 22
Friday following Thanksgiving Day	Nov 24	Nov 24	Nov 23
Winter Break	Dec 25- 31	Dec 25- 31	Dec 25- 31
New Year's Day	Jan 1	Jan 1	Jan 1
Dr. Martin Luther King Jr. Day	Jan 16	Jan 15	Jan 21
Lincoln's Day	Feb 13	Feb 16	Feb 15
Washington's Day	Feb 20	Feb 19	Feb 18
Memorial Day	May 29	May 28	May 27