

**Agreement between
Riverside Community College District
and
California School Employees Association
Chapter #535**



AFL-CIO



RCCD Employees, Chapter 535

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES' ASSOCIATION
(CSEA)

TABLE OF CONTENTS

	PAGE
AGREEMENT	1
SIGNATURE PAGE	2
Article I - RECOGNITION	3
Article II - MANAGEMENT RIGHTS.....	10
Article III - STATUTORY CHANGES	12
Article IV - CONCERTED ACTIVITIES	13
Article V - NEGOTIATION PROCEDURES.....	14
Article VI - ASSOCIATION RIGHTS.....	15
Article VII - ASSOCIATION DUES AND PAYROLL DEDUCTION	18
Article VIII - ORIENTATION AND IN-SERVICE TRAINING.....	20
Article IX - WORK YEAR.....	21
Article X - HOURS OF WORK.....	22
Article XI - TRANSFERS AND PROMOTIONS.....	24
Article XII - PERFORMANCE EVALUATION	27
Article XIII - PERSONNEL FILES.....	29
Article XIV - SALARIES	30
Article XV - OVERTIME PAY.....	33
Article XVI - ASSIGNMENT OF CLASSIFIED EMPLOYEES	35
Article XVII - PROBATIONARY AND PERMANENT STATUS.....	36
Article XVIII – HOLIDAYS AND COLLEGE CLOSURE DAYS	37
Article XIX – VACATIONS	39
Article XX - PAID LEAVES OF ABSENCE.....	41
Article XXI - NON-PAID LEAVES OF ABSENCE	49
Article XXII - FRINGE BENEFITS	51
Article XXIII - CALCULATION OF FRINGE BENEFITS	52
Article XXIV - GRIEVANCE PROCEDURE.....	53
Article XXV – MISCELLANEOUS	57
Article XXVI - WAIVER OF FURTHER BARGAINING RIGHTS.....	58
Article XXVII - DURATION AND TERMINATION	59
Article XXVIII - SECOND LANGUAGE STIPEND.....	60
Article XXIX - PROFESSIONAL GROWTH.....	61
Article XXX – DISCIPLINARY ACTION AND DUE PROCESS.....	67
Article XXXI – LAYOFF AND REEMPLOYMENT	70
Exhibit A - Hourly Salaries	
Exhibit B - Monthly Salaries	
Exhibit C - Annual Salaries	
Exhibit D - Assignment of Classes to Salary Ranges	
Exhibit E - Work Release Program	
Exhibit F – Memorandum of Understanding	
Exhibit G – RCC Police Overtime Procedure	

AGREEMENT

This Collective Bargaining Agreement (also referred to as “CBA” or “Agreement”) is made and entered into this 8th day of December, 2015, by and between Riverside Community College District (hereinafter called the “District”) and the Riverside Community College District Employees and the California School Employees Association, and its Chapter #535, California School Employees’ Association (hereinafter called the “Association”).

SIGNATURE PAGE

This Tentative Agreement between the Riverside Community College District, (hereinafter called the "District") and the California School Employees Association and its Chapter #535 Riverside Community College District Employees, (hereinafter called the "CSEA") is subject to CSEA policy 610 approvals and approval by the Riverside Community College Board of Trustees.

Reviewed and approved:

FOR THE DISTRICT:

Brad Neufeld,
Outside Counsel, for the
Riverside Community College District

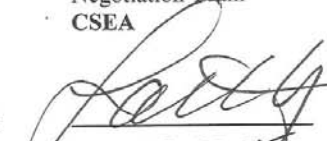

Date 12/22/15

FOR THE ASSOCIATION:


Leona Crawford
Negotiation Team
CSEA


Date: 12-24-15

Louie McCarthy
Negotiation Team
CSEA


Date 12-22-15


Eric Muehlebach
Negotiation Team
CSEA


Date 12/22/15

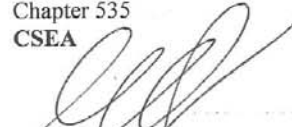
Abel Sanchez
Negotiation Team
CSEA


Date 12-22-15

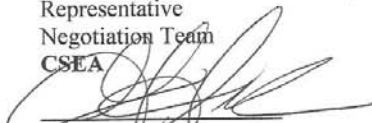
Julie Taylor
Negotiation Team
CSEA


Date 12/22/15

Gustavo Segura
President, RCCD Employees
Chapter 535
CSEA


Date 12/22/15

Gary G. Snyder
Labor Relations
Representative
Negotiation Team
CSEA


Date 12-22-15

FOR THE ASSOCIATION:

Article I – RECOGNITION

- A. The Riverside Community College District hereby recognizes the Riverside Community College District Employees, Chapter #535, California School Employees Association, as the exclusive collective bargaining representative for the classified service employees in the unit described below.

For purposes of this Agreement, the following definitions shall apply:

Classification: A position in the classified bargaining unit that has a designated title, a regular minimum number of assigned hours per day, days per week, and months per year and a specific statement of the duties required to be performed by the employees in each such position.

The classified service employees are those employed by the District in the following job classifications:

Academic Evaluations Specialist	12 Month
Academic Success Coordinator	12 Month
Academic Success Coordinator, Athletics	12 Month
Accounting Clerk	12 Month
Accounting Services Clerk	12 Month
Accounting Technician	12 Month
Accounts Payable Specialist	12 Month
Adaptive Technology/Alternative Media Support Coordinator	12 Month
Adaptive Technology Specialist	12 Month
Administrative Assistant I	12 Month
Administrative Assistant II	12 Month
Administrative Assistant III	12 Month
Administrative Assistant IV	12 Month
Admissions & Records Operations Assistant	12 Month
Analyst Programmer	12 Month
Applications Support Technician	12 Month
Art Gallery Coordinator/Curator	10 Month
Assessment Specialist	12 Month
Assessment Testing Coordinator	12 Month
Assistant Cashier/Clerk	12 Month
Assistant to the Coordinator, International Education Program	12 Month
Assistant to the Coordinator, Upward Bound Program	12 Month
Athletic Equipment Manager	12 Month
Athletic Field Caretaker	12 Month
Auditorium Specialist	12 Month
Auxiliary Business Services Bookkeeper	12 Month
Auxiliary Business Services Specialist	12 Month
Background Investigator	12 Month

Benefits Clerk	12 Month
Budget Analyst	12 Month
Business Development Administrative Specialist	12 Month
Business Development Assistant	12 Month
Business Systems Analyst	12 Month
Cablecast/Satellite Specialist	12 Month
CalWORKS Specialist	12 Month
Capital Asset Inventory Technician	12 Month
Career and Technical Education Projects Specialist	12 Month
Cashier/Clerk	12 Month
Casualty Claims Coordinator	12 Month
Cellular Account Clerk	12 Month
Certified Athletic Trainer	12 Month
Chemistry Laboratory Coordinator	11 Month
Chief Photographer	12 Month
Clerk Typist	12 Month
Clinical Licensed Vocational Nurse	12 Month
College Nurse	12 Month
College Receptionist	12 Month
Community Education Clerk	12 Month
Community Relations Specialist	12 Month
Community Service Aide I	11 Month
Community Service Coordinator	12 Month
Computer Laboratory Assistant	12 Month
Computer Technician	12 Month
Copy Center Operator	12 Month
Cosmetology Clerk	12 Month
Cosmetology Operations Assistant	11 Month
Cosmetology Receptionist/Cashier	12 Month
Counseling Clerk I	12 Month
Counseling Clerk II	12 Month
Counseling Clerk III	12 Month
Culinary Laboratory Assistant	12 Month
Culinary Program Specialist	12 Month
Custodian	12 Month
Customer Service Clerk	12 Month
Dance Accompanist	10 Month
Dental Education Center Administrative Assistant	12 Month
Designer/Technical Director	12 Month
Disabled Student Services Specialist	12 Month
Disability Specialist	12 Month
Disability Specialist/Workability III	12 Month
Distance Education Support Specialist	12 Month
District Campaign Specialist	12 Month

District Placement Services Coordinator	12 Month
Document Services Coordinator	12 Month
Document Services Coordinator (Day)	12 Month
Document Services Technician	12 Month
Economic Development Assistant	12 Month
Educational Advisor	12 Month
Educational Technologies Trainer	12 Month
Emancipation Coach	12 Month
Employment Placement Coordinator	12 Month
Enrollment Services Assistant	12 Month
EOPS/CARE Specialist	12 Month
EOPS Specialist	12 Month
Facilities Administrative and Utilization Specialist	12 Month
Facility Access and Utilization Coordinator	12 Month
Facilities & Planning Specialist/Accounting	12 Month
Facilities & Planning Specialist/Support Services	12 Month
Facilities Utilization Specialist	12 Month
Financial Aid Advisor	12 Month
Financial and Technical Analyst	12 Month
Fire Technology Program Assistant	12 Month
Floor Crew	12 Month
Food Service III	12 Month
Food Service IV	12 Month
Foster Youth Services Specialist	12 Month
Foundation Administrative Technician	12 Month
Foundation Specialist	12 Month
Grants Administrative Specialist	12 Month
Grants Specialist	12 Month
Grants Writer	12 Month
Grounds Equipment Repairperson/Operator	12 Month
Groundsperson	12 Month
Gymnasium Attendant	12 Month
Health Services Specialist	12 Month
Help Desk Support Technician	12 Month
Human Resources Generalist	12 Month
Human Resources Specialist I	12 Month
Information Support Operator	12 Month
Information Technology Analyst	12 Month
Institutional Research Specialist	12 Month
Instructional Department Specialist	12 Month
Instructional Depart. Specialist/Senior Citizen Ed. Program Coordinator	12 Month
Instructional Media Aide	12 Month
Instructional Media Assistant	12 Month
Instructional Media Broadcast Coordinator	12 Month

Instructional Media Broadcast Technician	12 Month
Instructional Media Support Coordinator	12 Month
Instructional Media Technician	12 Month
Instructional Production Specialist	12 Month
Instructional Program Support Coordinator	12 Month
Instructional Support Coordinator	12 Month
Instructional Support Specialist	12 Month
Instructional Technology Specialist	12 Month
International Students and Programs Specialist	12 Month
Internet Communication Specialist	12 Month
Interpreter Specialist	12 Month
Job Placement Technician	12 Month
Journalism Program Support Specialist	12 Month
Junior Account Clerk	12 Month
Laboratory Technician I	12 Month
Laboratory Technician II	11/12 Month
Learning Center Assistant	12 Month
Library Catalog Clerk	12 Month
Library Clerk I	12 Month
Library Clerk II	12 Month
Library Network/Web Development	12 Month
Library Operations Assistant	12 Month
Library Systems Coordinator	12 Month
Library Systems Coordinator/Network Coordinator	12 Month
Library Technical Assistant I	12 Month
Library Technical Assistant II	12 Month
Library/IMC Operations Coordinator	12 Month
Mailroom Coordinator	12 Month
Maintenance Helper	12 Month
Maintenance Mechanic (Carpenter)	12 Month
Maintenance Mechanic (Electrician)	12 Month
Maintenance Mechanic (Equipment Repair)	12 Month
Maintenance Mechanic (General)	12 Month
Maintenance Mechanic (HVAC)	12 Month
Maintenance Mechanic (Locksmith)	12 Month
Maintenance Mechanic (Painter)	12 Month
Maintenance Mechanic (Plumber/Boiler Repair)	12 Month
Maintenance Mechanic (Specialist Electronics)	12 Month
Marketing and Media Technician	12 Month
Matriculation Specialist	12 Month
Media Services Repair Technician	12 Month
Medical Administrative Assistant	12 Month
Medical Office Receptionist	12 Month
MESA Program Coordinator	12 Month

Microcomputer Support Specialist	12 Month
Microcomputer Support Technician	12 Month
Multi-Media Graphic Artist	12 Month
Multi-Media Graphic Artist/Web Technician	12 Month
Multi-Media Operations Specialist	12 Month
Music Accompanist/Assistant	11 Month
Music Specialist	12 Month
Network & Communications Specialist	12 Month
Network Specialist	12 Month
Network Specialist (Data)	12 Month
Network Specialist - Data Systems Security	12 Month
Network Specialist – Infrastructure Management	12 Month
Network Specialist (Server Administrator)	12 Month
Network Specialist (Telecomm)	12 Month
Network Specialist (Wireless LAN)	12 Month
Nursing Enrollment Technician	12 Month
Nursing Simulation Lab Assistant	12 Month
Nursing Simulation Lab Specialist	12 Month
Nursing Skills Laboratory Technician	12 Month
Occupational Education Assistant	12 Month
Occupational Education Specialist	12 Month
Officer, Safety & Police	12 Month
On-Line Education Development Specialist	12 Month
Outreach & Recruitment Services Specialist	12 Month
Outreach Specialist	12 Month
Outreach Specialist Upward Bound	12 Month
Outreach/Middle College High School Coordinator	12 Month
Outreach/Passport to College Coordinator	12 Month
Parking Administrative Clerk	12 Month
Payroll Technician	12 Month
Photo Lab Assistant	10 Month
Piano Accompanist	10 Month
Piano Accompanist (Music)	10 Month
Piano Accompanist (Theater)	10 Month
Placement Coordinator	12 Month
Planner, Capital and Facilities	12 Month
Police Records Clerk	12 Month
Printing and Graphics Center Coordinator	12 Month
Procurement Specialist	12 Month
Production Coordinator	12 Month
Production Graphic Designer	12 Month
Production Printer	12 Month
Production Printing Coordinator	12 Month
Production Printing Specialist	12 Month

Program Specialist, Fine & Performing Art	12 Month
Programmer/Developer	12 Month
Project Manager	12 Month
Properties & Outreach Specialist	12 Month
Public Affairs & Marketing Specialist	12 Month
Public Affairs Officer	12 Month
Purchasing Clerk	12 Month
Purchasing Specialist	12 Month
Reading Paraprofessional	12 Month
Revenue/Accounts Receivable Clerk	12 Month
Revenue/Accounts Receivable Specialist	12 Month
Safety & Police Dispatch Clerk	12 Month
Safety & Police Dispatch Coordinator	12 Month
Senior Academic Evaluations Specialist	12 Month
Senior Applied Technologist	12 Month
Senior Custodian	12 Month
Senior Financial Aid Advisor	12 Month
Senior Graphics Designer	12 Month
Senior Groundsperson	12 Month
Senior Interpreter	12 Month
Senior Officer, Safety & Police	12 Month
Senior Tool Room Attendant	12 Month
Sprinkler Repairperson	12 Month
Sr. Public Affairs Officer	12 Month
STEM Services Developer	12 Month
STEM Student Success Center Coordinator	12 Month
Student Accounts Specialist	12 Month
Student Activities Clerk	12 Month
Student Employment Personnel Specialist	12 Month
Student Financial Services Account Specialist	12 Month
Student Financial Services Analyst	12 Month
Student Financial Services Lead Analyst	12 Month
Student Financial Services Officer	12 Month
Student Financial Services Outreach Specialist	12 Month
Student Financial Services Specialist	12 Month
Student Financial Services Support Specialist	12 Month
Student Resource Specialist	12 Month
Student Services Specialist	12 Month
Student Services Technician	12 Month
Student Success and Support Program Assistant	12 Month
Student Success Coach	12 Month
Student Support Services Coordinator	12 Month
Supplemental Instructional Coordinator	12 Month
Support Center Technician	12 Month

Support Services Specialist	12 Month
Support Services Specialist Aide	12 Month
Swimming Pool Caretaker	12 Month
Systems Administrator	12 Month
Talent Search Coordinator	12 Month
Technical Assistant	12 Month
Telephone Systems Account Clerk	12 Month
Telephone Systems Account Specialist	12 Month
Television Production Studio Specialist	12 Month
Television Studio Technician	12 Month
Theater Box Office Assistant	12 Month
Theater Box Office Coordinator	12 Month
Theater Box Office Specialist	12 Month
Theater Scenic Specialist	12 Month
Tutorial Services Clerk	12 Month
Tutorial Services Specialist	12 Month
Tutorial Services Technician	12 Month
Upward Bound Coordinator	12 Month
Veteran Services Coordinator	12 Month
Veteran Services Specialist	12 Month
Veterans Services Technician	12 Month
Warehouse Assistant	12 Month
Web Applications Developer	12 Month
Web Applications Technician	12 Month

This list excludes management, supervisory and confidential positions, substitutes (employees hired to fill in for absent classified employees or hired for no more than 60 days in a vacant position when the District is actively recruiting to fill such vacancy (Education Code Section 88003)), short-term employees, consultants, professional experts, independent contractors and all other positions not designated above.

- B. The parties agree that the unit as described in the foregoing paragraphs is appropriate and that neither party will unilaterally seek clarification or amendment of the unit, either as to specific exclusions (absent a significant reduction hereafter in their confidential, supervisory or managerial duties) or the enumerated inclusions.
- C. Disputes concerning the interpretation and application of this Article are not subject to the grievance procedure in this Agreement. The inclusion or exclusion of new classifications created or added shall be subject to negotiation between the District and the Association, and any disputes shall be submitted to the Public Employment Relations Board.
- D. All references to the term “Chancellor” shall be interpreted to include the “Chancellor or his/her designee.”

Article II - MANAGEMENT RIGHTS

- A. All matters not within the scope of representation as set forth in the Government Code Section 3543.2, or not limited by the express terms of this Agreement, are reserved to the District. It is agreed that such reserved rights include, but are not limited to, the Board's sole right to manage the District and direct the work of its employees, to determine the method, means and services provided, to determine the staffing patterns and the number and kinds of personnel required, to determine the assignment goals, objectives and performance standards, to decide on the building, location or modification of a facility, to determine the budget and methods of raising revenue, to sub-contract work or operations except where prohibited by law, to maintain order and efficiency, to hire, assign, to evaluate, promote, discipline, discharge for cause, lay-off for lack of work, and transfer employees. All other rights of management not limited by the express language of this Agreement or Government Code 3543.2 are also reserved to the District even though not enumerated above. The exercise of any such rights reserved to the District herein in a particular manner, or the non-exercise of any such rights, shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner.
- B. It is not the intention of the parties, in setting forth the above mentioned rights of management, to detract or diminish in any way the rights of the Association or of the unit members as set forth elsewhere in this Agreement. It is the parties' intention that the express provisions of this Agreement constitute the only contractual limitation upon the District's rights.
- C. In the event that the District hereafter establishes a new job classification or substantially changes the duties and/or working conditions of an existing classification to which this Agreement applies, the District will notify the Association of its action. (Notification is defined as notice prior to a position going to the Board of Trustees for approval or being posted internally or externally for hiring.) (See also Article V, Sections C and D.) The District shall provide written notification of the duties, rate of pay, and the location of employment and the hours of employment for all new or changed job classifications. The Association will contact the District of its right to bargain within five (5) working days after such notification. If an agreement is not reached, the Association has the right to challenge the assigned rate and working conditions under the grievance-arbitration procedure within ten (10) working days after such notification. In the event any matter hereunder goes to arbitration, the rate assigned by the District shall not be recommended to be modified by the arbitrator unless he or she finds that the duties of the new or changed job classification involve skills, effort and responsibilities which are materially greater than those involved in any related classification which have or had the same or closely similar rate of pay. Any rate that is recommended to be modified by the Arbitrator shall not be retroactively applied past the date of

the grievance and no rate can be established that is above an existing wage rate for a related job set forth in Exhibit D (Assignment of Classified Salaries).

- D. Any dispute arising out of or connected with either the existence of or the exercise of any of the rights of the District as set forth above, or any other rights of the District not limited by the express language of this Agreement, or arising out of or connected with the effects of the exercise of any such rights, is not subject to the Grievance Procedure contained in this Agreement.
- E. The District retains the right to suspend policies and practices set forth in the Agreement in cases of emergency. An emergency is a sudden, generally unexpected, occurrence or occasion requiring immediate action. In the event of such suspension, the District agrees to meet and negotiate with respect thereto within a reasonable period of time.

Emergencies shall not be declared capriciously or arbitrarily, and any suspension pursuant to this section shall be terminated promptly, where it is feasible to do so, upon the end of the emergency. It is not the intent of the District to use this emergency clause to take away agreed upon classified salary and fringe benefit increases in order to fund salary increases for other employees.

Article III - STATUTORY CHANGES

- A. It is the intent of the parties that where there is any inconsistency between the terms of this Agreement and any State or Federal statute or regulation, the terms of this Agreement shall control, unless required otherwise by law.

Article IV - CONCERTED ACTIVITIES

- A. During the term of this Agreement neither the Association, its officers, agents, members, nor any employee will authorize, instigate, encourage, aid, condone, participate in, or engage in a strike, work stoppage, slowdown, sick-in, mass absenteeism or any similar kind of interruption of or interference with the operation of the District (including a picket line which has such effect), regardless of whether there is a claim by the Association of breach of this Agreement or a Federal or State law by the District.
- B. In the event of a strike, work stoppage, slow-down, sick-in, mass absenteeism, or any similar kind of interruption or interference with the operations of the District (including a picket line which has such effect), the Association shall promptly notify the employees that such action is a violation of this Agreement and promptly inform them that they are to return to work, and to take every reasonable effort to terminate the unauthorized action.
- C. Respecting any picket line established by any person or organization for any reason at any facility of the District by the Association or any employee, in concert or alone, during the term of this Agreement shall constitute a violation of this Article.
- D. The Board agrees that during the terms of this Agreement it will not engage in any lockout of bargaining unit employees.

Article V - NEGOTIATION PROCEDURES

- A. Negotiation shall take place at mutually agreeable times and places. Pursuant to Section 3543.1(c) of the California Government Code, the Association and the District agree that the maximum number of representatives of the Association to receive released time without loss of compensation for the purpose of meeting and negotiating shall be seven (7). The parties shall attempt to schedule negotiation meetings in such manner so that no more than one-half of the meeting time shall be released time without loss of compensation.
- B. The Association shall be provided up to eight (8) hours per representative release time to prepare for negotiation meetings and shall be made available to those assigned as part of the negotiation team without loss of compensation and benefits. One (1) week notice will be given to the District prior to any meetings for negotiation preparation purposes. Additional release time may be granted, in consultation with and upon approval of the Vice Chancellor of Human Resources and Employee Relations, or designee. Requests shall not be unreasonably denied.
- C. New Job Descriptions:
District Human Resources (DHR) will provide CSEA a job description that entails and includes the following:
- a) Rationale for the position;
 - b) The proposed work schedule and duties;
 - c) The proposed salary grade.
- Upon notification to CSEA, CSEA has five (5) working days to request to bargain.
- D. Existing Job Descriptions:
DHR will provide CSEA information that entails and includes the following:
- 1) Existing position with no changes to job description (JD):
 - a) No changes to work hours, schedule, or salary grade; new hire/replacement (if replacement, name of person who previously held the position)
 - b) No bargaining is required, only notification to CSEA
 - 2) Existing position with changes:
 - a) Changes to work hours; e.g., full-time to part-time, schedule (day to evening or M-F to W-S or some other configuration) or modification of JD (JD changes will be highlighted and rationale for any change mentioned herein will be included)
 - b) New hire/replacement (if replacement, name of person who previously held the position)
 - c) Upon notification to CSEA, CSEA has five (5) working days to request to bargain.

Article VI - ASSOCIATION RIGHTS

- A. The Association shall have the right to post notices of Association activities and matters via email and on designated Association bulletin boards as provided by the District. The Association may use District mailboxes and district-provided computers for communications with classified employees. The District will provide two (2) computers at Riverside and one (1) each at Moreno Valley and Norco colleges for this purpose.
- B. The Association may request of the District the use of school equipment, buildings and facilities at reasonable hours, and permission shall not be unnecessarily withheld. Such equipment may include duplicating equipment, word processing equipment, calculating machines, computers, printers, fax, video conference, and audiovisual equipment when such equipment is not otherwise in use. Copy machines may be used for Association publications at the same cost charged to school programs. The Association may use the District's established CSEA List-serve to notify members via email of meetings, events and training. Executive Board members and committee members may use the general District e-mail system to communicate with other members concerning CSEA business.
- C. A copy of the Agreement will be provided by the District to each unit member. The cost thereof shall be borne by the District.
- D. (1) Except as provided for in Article V, and Article XXIV, Section E, Association representatives shall not transact Association business during working hours, except where all employees involved are on a meal or other break. However, no more than four (4) representatives of the Association shall be permitted a collective maximum of sixty-four (64) hours of paid leave of absence during each twelve month (12) period covered by this Agreement to conduct Association business and/or to attend meetings/ conferences appropriate to the Association.
- (2) CSEA Annual Conference. In addition, no more than five (5) representatives shall be permitted to use a collective maximum of 200 hours during each twelve month (12) period covered by this Agreement to attend the Association's Annual Conference. Association representatives may choose to have 100 of these hours deducted from their sick leave or vacation or to be taken as leave without pay. One hundred (100) hours will be considered leave with pay. A request for such leaves of absence shall be made in advance to the Chancellor, and it is understood that the Chancellor may deny a request where college operations would be detrimentally affected by granting the leave at the requested time.
- E. The District shall provide the Association a seniority roster prior to January 1st of each year. Upon request of the Association, the District shall make available to the Association any changes during the course of the year.

- F. The District shall provide the Association with the names, addresses, and phone numbers of all unit members on May 1 and November 1 of each year, subject to the right of employees to designate their address and phone numbers as confidential. The District shall also provide the Association with the names, addresses, and phone numbers of all new hires in positions within the bargaining unit.
- G. A copy of any layoff notice sent to an employee will be provided to the Association at the same time.
- H. The Association shall have the right to select representatives on any District committee involved in the formulation of District policies and procedures that affect matters involving classified employees.
- I. The District shall provide up to twenty (20) hours per week reassigned time to the President of the Association or designee. When necessary a replacement shall be provided at the District's expense to cover the duties of his or her classification. At the beginning of each calendar year the Association and the Chancellor or designee will mutually agree on the guidelines as to how the Association President's release time shall be implemented. In the event the Association President's job makes this difficult to accommodate, all or part may be designated by the Association President to another individual in the bargaining unit. The Association President shall consult with his/her supervisor and the Chancellor about the time frame within which ten (10) hours will be scheduled. The remaining ten (10) hours will be coordinated with the supervisor. The Association representative will work with the area supervisor to determine when reassigned time is to be utilized so as not to adversely affect the District operation.
- J. The District agrees that in any investigatory interview with an employee which may lead to discipline of that employee, an Association representative will be allowed to be present if the employee so requests.
- K. The District will permit up to four (4) union meetings per academic year to be held during normal working hours for the purpose of ratification. In addition, the District will permit one (1) meeting per academic year, not to exceed one (1) hour during normal working hours with one (1) week's advance notice to the District. The District will permit two (2) hours travel time if the meeting is to be held on a campus other than the unit member's primary work site.
- L. The District shall allow two (2) hours per month scheduled time to fourteen (14) Executive Board Officers of the Association for an Association Executive Board Meeting. In addition, up to two (2) hours travel time as needed will be provided for those Executive Board Officers traveling to another facility. The Association will provide one (1) week advance notice to the District.

- M. The Association President shall be provided a separate office with appropriate desk(s), chairs, computer, Internet access, phone, printer, locking file cabinet and bookcases.
- N. Upon reasonable advance notice, the District will make a good faith effort to have a conference room or other room available for CSEA meetings with members at other facilities where the CSEA office is not located.

Article VII - ASSOCIATION DUES AND PAYROLL DEDUCTION

- A. Intent: It is the mutual intent of the parties that the provisions of this Article protect the rights of individual unit members without restricting CSEA's right to require every bargaining unit member, except those exempt from these provisions, to pay a fair share of the cost of collective bargaining activities.
- B. Requirements: Except as expressly exempted herein, all unit members in the bargaining unit who do not maintain membership in good standing in CSEA are required, as a condition of continued employment, to pay service fees to CSEA, in the amounts that do not exceed the periodic dues of CSEA, for the duration of this Agreement, unless Section E applies.
- C. No unit member shall be obligated to pay dues or service fees to CSEA until the first of the month following 30 calendar days after the unit member first becomes a member of the bargaining unit.
- D. The employer shall, without charge, mail to the CSEA Regional Office at least once a month, a list of unit members hired by the employer. Said list shall contain unit member's name, mailing address and date of hire.
- E. Religious Objections: Any member of the bargaining unit who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting unit member organizations shall not be required to join, maintain membership in, or financially support CSEA as a condition of employment. Such unit member shall be required, in lieu of a service fee, to pay sums equal to such service fee to one of the following non-religious, non-labor organizations, a charitable donation exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:
 - 1) United Way
 - 2) American Heart Association
 - 3) Riverside Community College District (RCCD) Foundation
 - 4) Wounded Warrior Project, Inc.
- F. All requests for exemptions must be submitted by the unit member to CSEA's Legal Department. Notification(s) of exemption(s) shall be made by CSEA's Legal Department to the unit member, the local Chapter and the District.
- G. Dues and Service Fee Deductions: CSEA has the sole and exclusive right to have unit member organization membership dues and service fees deducted by the employer for unit members in the bargaining unit.
- H. The employer shall deduct, in accordance with the CSEA dues and service fee schedule, dues, service fees or payments to charity in lieu of service fees from the wages of all unit members who are members of the bargaining unit and who have submitted payroll deduction authorization forms to the District.

- I. In the event that a unit member hereunder revokes a dues or service fee authorization or fails to submit a deduction authorization, the employer shall deduct service fees until such time as CSEA notifies the employer that arrangements have been made for the payment of such fees.
- J. The employer shall, without charge, pay to CSEA within the time period required by applicable law all sums so deducted, except that the employer shall pay to the designated charity sums deducted in lieu of service fees from the wages of unit members who qualify for the religious exemption pursuant to this Agreement.
- K. Along with each monthly payment to CSEA, the employer shall, without charge, furnish CSEA with an alphabetical list of all unit members in the bargaining unit, identifying them by name, and indicating the amount deducted, if any, and whether such deduction is for dues, service fees or charitable contributions.
- L. Nothing contained herein shall prohibit a unit member from paying service fees directly to CSEA.
- M. The employer shall notify the CSEA chapter treasurer if any member of the bargaining unit revokes a dues, service fee or payment in lieu of service fee deduction authorization.
- N. The employer shall deduct and pay to CSEA service fees for each bargaining unit member who is not a CSEA member in good standing and who is obligated to pay such fees, pursuant to this Agreement, unless CSEA notifies the employer that the unit member is paying such fees directly to CSEA. A payroll deduction authorization form shall not be required for such deductions.
- O. Hold Harmless: The CSEA shall indemnify, defend and hold harmless the District's Board of Education, including each individual School Board Member, and employees, agents and representatives of the District against any and all claims, demands, suits or other forms of liability; including, but not limited to, wages, damages, judgments, fees, fines, court costs, attorney fees, and any back pay, penalties or awards resulting from any court, arbitrator or PERB orders, judgments or settlements which may arise by reason of, or resulting from the operation of this Article, except in cases where CSEA seeks redress for the District's failure to comply with the operation of this Article. The CSEA shall bear all reasonable costs defending against any and all such claims, demands, suits or other forms of liability; including, but not limited to, court costs, attorney fees and all other costs of litigation.
- P. Classified employees have the option of requesting payroll deduction to pay for parking fees. The classified employees shall not be required to pay additional parking fees for the winter intercession.

Article VIII - ORIENTATION AND IN-SERVICE TRAINING

- A. All orientation and in-service training of classified employees shall be conducted during the period designated by the Board as the work day and work year for those designated employees.
- B. The hours of service for classified employees on days designated for orientation or in-service activities shall be at the same rate of pay as if the classified employees were at their job stations. The employees who are not on duty during the activities shall be compensated for their time and travel if reporting to duty at a later time.
- C. District in-service programs shall be planned by the District. The District will consult with representatives of the Association to discuss such matters.
- D. The District will provide 1.5 hours' paid release time once per month for the CSEA President or his/her designee to attend new employee orientation.

Article IX - WORK YEAR

- A. The normal length of the work year for each classified employee classification is set forth in Article I. This shall not be considered a guarantee of work for any employee, and the length of the work year is subject to change by the District in accordance with the applicable provisions of the Education Code.

- B. The District shall set the starting and ending days for each employee's work year. In the event the District has a need to establish new starting and ending days for a vacant position, the District shall notify the Association of its intent to do so. The Association will have five (5) working days to notify the District that it desires to negotiate over the proposed change after which the position will be posted.

- C. When it is necessary to assign classified employees not regularly so assigned to serve between the end of one academic year and the commencement of another, such assignment shall be made on the basis of qualifications for employment in each classification of service which is required. When such assignment is necessary, offers of assignment shall be made to qualified employees in order of their seniority within the classification, but no employee shall be required to accept such assignment. An employee performing such assignment shall receive, on a pro rata basis, not less than the compensation and benefits which are applicable to the classification during the regular academic year.

Article X - HOURS OF WORK

- A. Subject to Section C below, the length of the normal work day for classified employees who have their time assigned to full-time positions shall be eight (8) hours per day, exclusive of a lunch break. The length of the normal work week for classified employees assigned to full-time positions shall be forty (40) hours. The District may designate certain positions in which service shall be for fewer than eight (8) hours per day or forty (40) hours per week.
- B. The District shall establish the daily beginning and ending times for all classified employees. The beginning and ending time for any employee while assigned to a particular classification shall not be changed by more than two (2) hours unless there is either mutual agreement between the District and the employee or layoff procedures are followed.
- C. Subject to applicable Education Code provisions, the District may classify certain classified employees for assignment to ten-hour-per-day, four-day-per-week positions with the concurrence of CSEA. Employees serving in such positions shall be entitled each year to the same number of total hours of authorized leaves of absence, vacation hours, holiday hours, and fringe benefits as granted to an employee who works a regular eight-hour, five-day week.
- D. Those employees starting work at 3:30 P.M. or later shall work a shift with a meal break of thirty (30) minutes included as part of their eight (8) hour shift.
 - 1. Safety and Police Officers and Safety and Police Dispatchers shall work a shift with a meal break of thirty (30) minutes included as part of their eight (8) hour shift.
 - 2. Safety and Police Officers and Safety and Police Dispatchers assigned to a ten (10) hour shift or other agreed upon shift, the meal period of thirty (30) minutes shall be included as part of that ten (10) hours or other agreed upon shift.
 - 3. An employee who received a shift differential premium on the basis of his/her shift shall not suffer a reduction in pay, including differential premium, when assigned temporarily to a day shift.
 - 4. An employee assigned to a Swing Shift shall be paid a shift differential premium of two (2) percent above the regular pay for all hours worked. Swing shifts are all shifts beginning on or after 1:00 PM but before 10:00 PM.
 - 5. An employee assigned to a Graveyard Shift shall be paid a shift differential premium of five (5) percent above the regular pay for all hours worked. Graveyard shifts are all shifts beginning on or after 10:00 P.M. but before 2:00 A.M.

- E. Classified employees regularly assigned six (6) or more hours per day shall be allowed two (2) fifteen-minute rest periods during each day, to be set by their supervisor, one such rest period to be taken during the first half of the shift and one to be taken during the second half of the shift. Rest periods are not cumulative nor can they be combined with the meal break to shorten the work day. Employees working fewer than six (6) hours shall be entitled to one fifteen-minute rest period during each day. Except in emergencies, rest periods are to be free from interruption.
1. All employees regularly assigned five (5) or more hours per day shall be entitled to an uninterrupted lunch period. The lunch period shall be unpaid (except as set forth in Section D) and shall be for at least thirty (30) minutes. The lunch period shall be scheduled near the midpoint of the employee's work day.
 2. Employees assigned to five (5) or more hours per day but no more than six (6) hours per day shall have the option of waiving their right to a 30-minute unpaid uninterrupted lunch period in order to complete their work day if approved by their supervisor.

Article XI - TRANSFERS AND PROMOTIONS

- A. For purposes of this article, a “transfer” shall mean a change of location or supervisor within the same classification or position with the same salary range; “arbitrary” shall mean a course of action not based on reason or judgment, but based on personal will or discretion without regard to rules or standards; and “capricious” shall mean subject to, led by, or indicative of a sudden, odd notion or unpredictable change.
- B. Classified employees may be transferred by the District to any position at any time such transfer is in the best interest of the District. However, no transfer shall be made for arbitrary or capricious reasons. An employee affected by a transfer shall be given notice a minimum of five (5) working days before the transfer. A conference will be held to discuss the reason for the transfer. (A “conference” is a formal meeting for discussion, at a set meeting time and place with reasonable advance notice.) The District agrees that it shall seek voluntary transfers prior to requiring an involuntary transfer, if a vacancy is available. The District agrees that it shall negotiate the effects of the involuntary transfer with CSEA.
- C. A classified employee may request a voluntary transfer at any time a vacancy for a transfer is available and such a transfer will serve the District’s best interest.
1. If an existing classified position becomes vacant, DHR will announce the position internally by e-mail five (5) business days before an outside search is initiated. Only permanent classified employees who meet the minimum qualifications for the job will be eligible to apply for transfer.
 2. Applicants will be required to complete:
 - a. Transfer Request Form from DHR
 - b. District Application Form via the Online Applicant Tracking system
 3. Once an internal recruitment posting is completed a formal selection process shall be determined after a review of applicant materials and the number of qualified candidates in the applicant pool. Based upon the size of the candidate group, DHR and the hiring manager may agree that all qualified candidates shall be referred for hiring consideration. Existing permanent employees with the same job title as the open position, who apply, will be granted an interview.

4. In the filling of a vacancy the following criteria shall be the basis for decision making as it relates to the vacancy:
 - a. Seniority
 - b. Education, Training, and Additional Skills
 - c. Previous job performance
 - d. Previous work experience
 - e. Qualifications in the Job Description
 - f. Participation in Professional Growth program
 - g. On the job training
 - h. Expertise in knowledge, skills and ability
 - i. Certifications
 - j. Annual Evaluations
 - k. Letters of Recommendation
 5. No employee shall be overtly or indirectly pressured by the District to seek a voluntary transfer.
 6. If a voluntary transfer is denied, the classified employee shall be provided with specific reasons for the denial within ten (10) working days to ensure the criteria in C4 were utilized in the decision making process.
 7. Notwithstanding the definition of transfer in Section A above, provisions of this section shall be applicable to employees voluntarily seeking a lateral change of classification in the same salary range, or a voluntary demotion to a classification in a lower salary range.
 8. Final hiring selection will be at the discretion of the hiring manager and is not grievable.
- D. For the purpose of this selection a promotion shall mean a movement upward of at least one grade/range.
1. Promotional process - When three (3) or more classified employees apply for a promotion for a job within the bargaining unit, and all possess the requisite qualifications for the job and have not had an overall evaluation of unsatisfactory on the most recent evaluation, the District shall select one of such District employees for the job as long as such employee is as qualified as any outside applicant. The selection of employees for this job shall be at the sole discretion of the District and shall not be grievable. Whenever possible in accordance with other District hiring policies, the District will encourage upward mobility of its employees.

2. The hiring manager and/or DHR staff will review all of the applications to determine that the internal employee(s) meet the requirements of the position and they are found to be as qualified as any outside candidate applying for the position.
 - a. In the filling of a vacancy the following criteria shall be the basis for decision making as it relates to the vacancy:
 - i. Seniority
 - ii. Education, Training, and Additional Skills
 - iii. Previous job performance
 - iv. Previous work experience
 - v. Qualifications in the Job Description
 - vi. Participation in Professional Growth program
 - vii. On the job training
 - viii. Expertise in knowledge, skills and ability
 - ix. Certifications
 - x. Annual Evaluations
3. If a Promotion is denied, the classified employee, upon request, shall be provided with specific reasons for the denial within ten (10) working days to ensure the criteria in D2 were utilized in the decision making process as it relates to the vacancy.

Article XII - PERFORMANCE EVALUATION

The primary purpose of an evaluation is to recognize the classified employee's job knowledge and skills, contribution to the District, to document unsatisfactory performance, and to inform the member of the areas where performance improvement is needed.

- A. Evaluation of classified employees shall be conducted by the employee's immediate supervisor or designated evaluator. The performance of classified employees shall be reviewed and evaluated as follows:
1. Permanent employees shall receive a written evaluation at least once each year, which shall normally occur during the month of the employee's anniversary date (See Article XIV, Section I, 1. for explanation of "Anniversary Date"). One additional evaluation may be requested by the employee each year.
 2. A formal written evaluation of the employee's total job performance, other than the regular annual evaluation, shall first be approved by the Chancellor or his or her designee. It is understood that the foregoing does not apply to any follow-up evaluation which is provided for in the regular annual evaluation.
 3. Probationary employees shall receive written evaluations at the end of the second month and each third month thereafter during the probationary period.
 4. Promoted employees shall receive written evaluations at the end of the second and fifth months in their new positions.
 5. Marks, comments, suggestions, and dates must be made either in ink or by word processing equipment. Signatures of the evaluator and the employee must be in ink. If changes are made, the original mark or comment may be crossed out and the correction initialed by the employee and supervisor. Any supporting documentation shall be signed by the supervisor and the employee. All documents shall be reviewed at the time of the evaluation report.
- B. As part of the evaluation process, each staff member may provide a self-evaluation that assesses his/her own performance in accordance with the appropriate form designated for this purpose. The self-evaluation shall be shared with his/her immediate supervisor and will become part of the evaluation report.
1. All evaluations shall be signed by the supervisor and reviewed and countersigned by the reviewing administrator prior to discussion with the employee.

2. Prior to the initial evaluation of a probationary employee, the supervisor shall meet with the probationary employee to discuss the purpose, criteria, procedures, and timelines for the evaluation.
 3. The supervisor shall discuss with the employee the final contents of the evaluation and shall provide the employee with a copy at this time. The evaluation form shall be signed and dated by the employee; however, the employee's signature indicates only that the employee has seen the evaluation and does not necessarily indicate concurrence with the evaluation.
 4. If the evaluator has been the supervisor of the employee for a period of two (2) months or less, then the evaluation will be delayed for two (2) additional months. This provision does not apply to promotional and probationary employees.
- C. Only the evaluation procedure, and not the evaluation itself, shall be grievable under this Agreement.
- D. In the event the supervisor assigns a rating of "improvement needed" or "unsatisfactory," the supervisor shall include an explanation of the reason(s) for such markings, and provide written expectations for ways to improve performance. The foregoing shall not apply where the supervisor is recommending termination of a probationary employee. The purpose of written expectations is to assist the employee in developing and implementing improvements to the areas of deficiency noted by the immediate supervisor and to assist the staff member in making improvements. Expectations shall be outlined and discussed with the employee to give opportunity for improvement.
- E. The supervisor and employee may agree on goals for the subsequent evaluation period. Said goals shall relate directly to the employee's assigned duties.
- F. A copy of the final evaluation shall be placed in the employee's personnel file only after all requisite signatures have been obtained thereon, and only this original signed copy shall be considered the official copy. The employee may submit comments or a rebuttal statement regarding the evaluation if the employee believes the evaluation is incorrect. The employee's submittal shall be attached to the evaluation, included in the permanent personnel file and a copy sent to the supervisor. The employee shall have fifteen (15) working days from the evaluation meeting in which to submit his/her statement in this regard. Further, an employee may, within fifteen (15) working days of the evaluation meeting, request a conference with the reviewing administrator for purpose of asserting that the evaluation contains specific statements which are false. In such event, said administrator shall meet with the employee as soon thereafter as is reasonably possible. The evaluation shall not be placed in their personnel file until such meeting has been held.

Article XIII - PERSONNEL FILES

- A. Personnel files of classified employees shall be maintained at the District Human Resources and Employee Relations office. Such files shall be available for inspection as set forth hereafter. There shall be no right of inspection to any other files relating or pertaining to classified employees which may be kept by individual administrators or others. Disciplinary actions taken against an employee may be based only on materials contained or placed in the personnel file and such materials may not be more than two (2) years old.
- B. Every classified employee shall have the right to reasonably request to inspect his or her personnel file and shall be released from duty for this purpose when his/her department can reasonably accommodate the request. Personnel file material which may not be inspected includes such materials as ratings, reports, or records which were obtained in conjunction with the employment or promotional processes. All classified employees who want to inspect their personnel file shall ordinarily make an advance appointment.
- C. Information of a derogatory nature, except materials mentioned in B above, shall not be entered or filed unless and until the employee is given notice and the opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any such derogatory statement, his or her own comments thereon. Such review shall take place during business hours, and the employee shall be released from duty for this purpose without salary reduction.
- D. All material in the personnel file shall indicate the date it was prepared and who was responsible for its preparation.
- E. Personnel files shall be available for review by his or her CSEA representative, if authorized in writing by the employee. Any further review shall require an additional, specific authorization.
- F. Classified employees shall have the right to enter into their personnel file letters of commendation and/or certificates of exemplary performance from District administrators.

Article XIV - SALARIES

- A. The hourly, monthly and annual salary rate schedules for classified employees are set forth in Exhibits A, B and C.
- B. The salary of positions in which service is fewer than eight (8) hours per day or forty (40) hours per week shall be prorated accordingly.
- C. The rules for computing the amount of each salary payment are as follows:
 - 1. Paychecks for all full-time employees working 10, 11, or 12 months will be in accordance with Exhibit B with 10, 11, or 12 equal checks, respectively, one each month.
 - 2. Paychecks for less than full-time employees will be computed on the same basis as those of full-time employees at a pro rata rate. For all computations involving less than full months, the month will be assumed to consist of twenty-two (22) working days, in order to establish a daily rate.
 - 3. Paychecks for hourly and other part-time employees will be computed on the basis of range and step placement as shown in Exhibit B to be divided by 173.33 hours per month to arrive at an hourly rate as set forth in Exhibit A.
 - 4. Any unit employee who works a partial pay period will be paid only for those hours worked.
 - 5. The paycheck for the last pay period in which a unit employee is in a paid status will reflect payment only for the hours worked and any and all necessary adjustments.
- D. Classified employees who must travel in the course of employment between duty stations in their own vehicle during duty hours will receive mileage compensation at the rate per mile which is allowed by the Internal Revenue Service for income tax deduction purposes at the time of the travel.
- E. Monthly classified employees are paid according to the Salary Schedule for Classified employees (Exhibit B). Paychecks for monthly employees shall be available on the last working day of the month.

Monthly employees are those classified employees who are in regular positions which require either twenty or forty hours of work each week.
- F. Regular employees are paid according to the Salary Schedule for Classified Employees - Hourly Rates (Exhibit A).

G. Salary increases for the duration of the contract:

In the event any recognized full-time employee group in the District receives an “across-the-board” (i.e., applicable to all bargaining unit members) salary increase higher than the salary increase set forth in the Collective Bargaining Agreement during the period of July 1, 2015 to June 30, 2018, including Cost of Living Adjustment (COLA), the salary schedules set forth in this Agreement will receive the same across-the-board salary increase.

H. Changes in Step Placement

1. Anniversary Date: Changes in step placement through Step 5 shall be provided annually to employees covered by this Agreement. For employees hired on or before the 15th day of the month, the annual change in step placement shall be effective on the first day of the month in which the employee was hired. For employees hired after the 15th day of the month, the annual change in step placement shall be effective on the first day of the month following the month in which the employee was hired.
2. Annual step placement changes shall apply to Exhibits C.
3. Anniversary date shall be adjusted for any period of non-paid leave of more than thirty calendar days.
4. The following examples are provided to serve as a guide to step placement:

EXAMPLES:

<u>Date of Employment (Step 1)</u>	<u>Date of Change to (Step 2)</u>	<u>Date of Change to (Step 3)</u>
5-12-03	5/1/04	5/1/05
5-16-03	6/1/04	6/1/05

I. Longevity steps 6, 7, 8, and 9

1. Eligibility for longevity steps shall be as follows:
 - a. Employees who have completed 10 years of service in the District shall be eligible for step 6. Such step to be 2-1/2% above step 5.
 - b. Employees who have completed 14 years of service in the District shall be eligible for step 7, as computed in (a) above.
 - c. Employees who have completed 19 years of service in the District shall be eligible for step 8, as computed in (a) above.
 - d. Employees who have completed 25 years of service in the District shall advance to step 9, computed at 2-1/2% beyond step 8.

2. The month in which a change of salary step placement is effective shall be in accordance with the provisions of Section H, above.
- J. At its discretion, the District may place a new employee at any step on the salary schedule.
- K. The classified salary schedules will be adjusted as follows:
1. Effective July 1, 2015
Increased by 3%, plus COLA (to the extent funded by the State)
 2. Effective July 1, 2016
Increased by 2%, plus COLA (to the extent funded by the State)
 3. Effective July 1, 2017
Increased by 2%, plus COLA (to the extent funded by the State)

The parties agree to initiate a classification and compensation review study of all bargaining unit positions within 120 days from the Collective Bargaining Agreement's ratification. On completion of the study, the parties will meet to negotiate the possible implementation of the study's recommendations. (See attached MOU in Exhibit F.)

Article XV - OVERTIME PAY

- A. In determining an employee's eligibility for overtime pay, all paid status time shall be considered as time actually worked. This includes sick leave, industrial accident leave, paid vacation and holidays, or any other paid leave, in addition to actual time worked.
- B. Hours worked above eight (8) in any day or forty (40) in any week are overtime. The District will compensate for overtime at a rate one and one-half times the hourly rate set forth in Exhibit A. However, in the case of an employee working a four-day, ten-hours-per-day schedule, overtime shall be paid for hours in excess of ten (10) hours per day or forty (40) hours per week.
- C. Whenever an employee is requested to return to work after hours, weekends or holidays, the employee will be compensated for his or her time at the appropriate hourly rate with a minimum payment of two (2) hours.
- D. When compensatory time off ("CTO") is authorized by the District for the period of July 1 to June 30, in lieu of cash compensation, such time must be taken by the succeeding August 31, or be compensated for in cash by September 30 of the succeeding year. CTO shall be earned at a rate of 1.5 hours for each overtime hour worked.
- E. No overtime hours shall be worked without specific authorization from the employee's supervisor.
- F. Except when there is an emergency, the District shall endeavor to inform an employee before assigning overtime if compensatory time in lieu of overtime payment will be available for overtime worked. The employee and the District may subsequently mutually agree to change the overtime worked from compensatory time to pay or vice versa.
- G. Employees assigned to one location who are required by the District to report to, or work at, a different location at a time before or after the end of their shift shall be paid overtime for said work.
- H. Any classified employee who works in excess of four (4) hours overtime in a regular work day shall be compensated at the rate of two times the regular rate.
- I. Any employee required to be placed on an on-call status shall be compensated with one-half day's salary per day while in on-call status. Employees in on-call status will be able to begin work immediately and within 30 minutes travel time to his/her normal work station.
- J. A seniority list of all employees in the bargaining unit for each department shall be maintained.

- K. At such time as the District identifies an overtime need in a department then the District shall offer said overtime to qualified bargaining unit employees who meet minimum qualifications on a rotational basis as follows:
1. The first offer to overtime in a department shall be made to the most senior employee in that department who has completed their regular shift. Should that employee decline the offer of overtime, the employee then waives his/her overtime right for the remainder of that particular rotation. The offer shall then be extended to the next most senior employee on the departmental list. This process shall continue until such time as the offer of overtime is accepted by an employee within the department.
 2. For the next identification of overtime need by the District, the District shall offer overtime to the most senior departmental employee on duty on the seniority list who was not offered the immediately preceding departmental overtime opportunity. Should that employee decline the offer of overtime, then the offer shall be extended to the next most senior employee on the seniority list. This process shall continue until such time as the offer of overtime is accepted by an employee within the department.
 3. Should an employee on an approved leave become eligible for an identified overtime opportunity, then that employee shall be the first employee to be offered the next overtime opportunity which becomes available following his/her return to work.
 4. Should the department be unable to contact an employee following the identification of an overtime need, then that employee shall be the first employee offered the next overtime opportunity which becomes available.
 5. Notwithstanding the foregoing, there may be situations which require a department to offer an overtime opportunity to an employee other than the next eligible individual on that department's seniority list (e.g., an emergency situation), then the department shall advise the Human Resources and Employee Relations office of this matter within 72 hours of its occurrence. The Human Resources office will then review this matter with CSEA Chapter #535.
- L. Police Officer Overtime shall be administered as set forth in Exhibit G.

Article XVI - ASSIGNMENT OF CLASSIFIED EMPLOYEES

- A. The District shall have the authority to assign each classified employee. Such assignment shall be made in accordance with the employee's qualifications and the needs and best interest of the District.
- B. An employee, assigned by the District to perform inconsistent duties unique to a higher class for a period of time which exceeds five (5) working days within a fifteen-calendar-day period, shall be paid on the salary range assigned to the higher position on the lowest step which will provide for a minimum increase of 5% over the employee's regular salary. The higher pay rate will be in effect for the period the employee is required to work in the higher class. The District shall attempt to provide equity in assigning out-of-class work.

It is the intent of this section to permit the District to temporarily work employees outside of their normal duties but in doing so to require that some additional compensation be provided the employee during such temporary assignments.

Where any employee(s) is/are working temporarily in a higher vacant position, the duration of the assignment shall not exceed one year for all employees assigned to the vacancy. At the end of the one-year period, the position shall be filled or left vacant.

- C. In cases where an employee is reassigned to a different position of an equal or lower salary range, the employee shall be permitted to retain the step he/she held in the former position.
- D. Any reassignment of a permanent employee to a different position with an equal or lower salary range shall be in accordance with the applicable Education Code provisions.
- E. Any dispute in this article between the parties shall be subject to grievance procedure.

Article XVII - PROBATIONARY AND PERMANENT STATUS

- A. The probationary period for all newly hired classified employees shall be nine (9) calendar months in duration. The Chancellor may extend the probationary period up to three (3) additional calendar months, not to exceed a total of twelve (12) calendar months.
- B. A probationary employee may be demoted, suspended, or dismissed at any time during the probationary period at the discretion of the District and such action shall not be subject to the grievance procedure or any other District review procedure.
- C. An employee who is promoted shall serve a probationary period of six (6) working months in the higher classification.
- D. Employees on the 39/63 month re-employment list who are placed in a different classification than the one previously held shall serve a probationary period of six (6) working months.
- E. A permanent employee who is serving a probationary period as a result of promotion and who is found unsatisfactory in the higher position shall be reinstated in permanent status in the former classification, unless there is cause for dismissal from the District. Any decision to reinstate an employee to his or her former classification shall not be grievable or subject to any other District review procedure.
- F. A regular employee in a classified position shall have the opportunity to self-elect to return to his/her former position within two (2) months of the date of promotion to the new position. When such an employee returns to his or her former position, the employee who replaced him/her shall be required to return to their former position and so on.
- G. Employees returning to their former position shall have their rate of pay adjusted accordingly and return to a rate of pay received in the former position.

Article XVIII – HOLIDAYS AND COLLEGE CLOSURE DAYS

A. All employees covered by this Agreement shall be entitled to the following paid holidays except those employees working in positions where they are required to work exclusively on weekends and holidays in accordance with Education Code Section 88204 shall be entitled to the following paid holidays, provided they are in paid status during the working day of their normal assignment immediately preceding or succeeding the holiday:

Holiday	FY 2015/2016	FY 2016/2017	FY 2017/2018
Independence Day	July 3, 2015 (F)	July 4, 2016 (M)	July 4, 2017 (T)
Labor Day	September 7, 2015 (M)	September 5, 2016 (M)	September 4, 2017 (M)
Veterans Day	November 13, 2015 (F)	November 11, 2016 (F)	November 10, 2017 (F)
Thanksgiving day	November 26, 2015 (Th)	November 24, 2016 (Th)	November 23, 2017 (Th)
Day after Thanksgiving	November 27, 2015 (F)	November 25, 2016 (F)	November 24, 2017 (F)
Christmas Day	December 25, 2015 (F)	December 26, 2016 (M) (Observance)	December 25, 2017 (M)
Admissions Day	December 28, 2015 (M)	December 27, 2016 (T)	December 26, 2017 (T)
College Closure days after Christmas Holiday	December 29/30, 2015 (T/W)	December 28/29, 2016 (W/Th)	December 27/28, 2017 (W/Th)
New Year's Day	January 1, 2016 (F)	January 2, 2017 (M)	January 1, 2018 (M)
Martin Luther King Jr. Day	January 18, 2016 (M)	January 16, 2017 (M)	January 15, 2018 (M)
Lincoln's Birthday	February 12, 2016 (F)	February 17, 2017 (F)	February 16, 2018 (F)
Washington's Birthday	February 15, 2016 (M)	February 20, 2017 (M)	February 19, 2018(M)
César Chávez Day	March 31, 2016 (Th)	March 31, 2017 (F)	March 30, 2018 (F) (Observance)
Memorial Day	May 30, 2016 (M)	May 29, 2017 (M)	May 28, 2018 (M)

B. During College Closure for the Christmas Holiday, employees will be required to utilize vacation or compensatory time off for one (1) day. If the employee does not have any vacation or compensatory time off, they may use a PN day, if available.

C. Before Board action on the academic calendar for each year, the CSEA President will be provided a copy and the opportunity to comment thereon. Copies of the final calendar shall be made available to all CSEA members.

D. When any classified employee is required to work on any of the said holidays, they shall be paid one and one-half times the normal rate of pay, in addition to the regular pay received for the holiday. (See Article XV.)

E. Permanent Part-Time Employees: (1) Permanent part-time employees shall receive holiday pay at their regular pay rate, for the same number of regular hours scheduled to work that day, if the District's designated holiday falls on a day the employee is scheduled to work;

(2) Permanent part-time employees shall be provided with a prorated holiday within the same work week if the designated holiday falls on a day the employee is not scheduled to work. Appropriate proration is based on Full-Time Equivalent (FTE multiplied by eight (8)). $FTE = \text{Regular hours scheduled per week} \div 40$.)

Article XIX - VACATIONS

- A. Earned vacation may not be taken until a minimum of one (1) month of service has been completed. Employees hired on or before the fifteenth of any given month shall be assumed to have earned one (1) day of vacation for that month; employees hired after the fifteenth of any month may not use that month toward computation of the one (1) month minimum of service.
- B. During the first five (5) years of continuous service with the District, each regular classified employee shall earn one (1) day of vacation for each full month in a paid status.
- C. After completion of five (5) continuous years of service to the District, a classified employee shall earn 1.25 days of vacation for each full month in a paid status for a maximum yearly vacation of fifteen (15) days.
- D. After completion of ten (10) continuous years of service to the District, a classified employee shall earn 1.677 days of vacation for each full month in a paid status for a maximum yearly vacation of twenty (20) days.
- E. After completion of fifteen (15) continuous years of service to the District, a classified employee shall earn 1.834 days of vacation for each full month in a paid status for a maximum yearly vacation of twenty-two (22) days.
- F. Classified employees shall be paid at their current rate that is in effect when the vacation is taken.
- G. Vacations are not accumulative and must be taken in the fiscal year following the year earned. In any case where the District and the employee agree that vacation will not be taken in the foregoing manner, the employee shall receive cash compensation for the days of vacation earned but not taken. The cash compensation shall be paid on the first warrant after August 31st of the fiscal year following the year in which the vacation was earned.
- H. A classified employee terminating for any reason after the completion of the initial six (6) months of employment shall be paid for any unused vacation earned. Such payment shall be at the rate in effect on the employee's last working day before termination.
- I. Vacations shall be scheduled by the District with consideration being given to the needs of the District and the preference of the employee. All vacations must be approved in advance. When two (2) or more employees in the same department apply on the same day for vacation for the same period of time, preference shall be given to the senior employee(s) if at least one (1) but not all such employees can be granted vacation for such period of time.

- J. If one (1) or more holidays fall within a scheduled vacation period, vacation will not be charged on the day designated as a holiday.
- K. Employees assigned to positions of fewer than twelve (12) months must take vacation during the period between their first and last day of regular paid status.
- L. Part-time regular classified employees shall receive vacation pay on a prorated basis as defined in Article XVIII, Section E2.
- M. Employees may interrupt or terminate vacation leave in order to begin another type of paid leave without a return to active service, provided the employee supplies adequate notice and relevant supporting information regarding the basis for such interruption or termination to Human Resources and Employee Relations for review.

Article XX - PAID LEAVES OF ABSENCE

- A. The following provisions apply to paid leaves of absence.
1. No employee shall be granted a paid leave of absence for any purpose not specified in the Articles of this Agreement.
 2. Time spent on paid leave shall not constitute a break in service.
 3. All employee leaves under this Article shall be considered leaves with pay, and a continuation of all job benefits shall be paid by the District.
 4. When all available paid leaves of absence have been exhausted, and if the employee is not immediately able to assume the duties of his or her position, the employee may be terminated and placed on a reemployment list for a period of thirty-nine (39) months. When available during the thirty-nine (39) month period, the person shall be employed in the first vacant position in the class of the person's previous assignment, unless such vacant position is reserved by law to an employee who has been laid off. A person on a reassignment list who has been medically released to return to duty, and who fails to accept and report for an assignment in the previous class within ten (10) working days of receipt of the offer, may be dismissed.
 5. Part-time regular employees shall receive paid leave pay on a prorated basis as defined in Article XVIII, Section E2.
- B. Leave for Illness or Injury (Sick Leave) - Every classified employee employed five (5) days a week by the District shall be entitled to twelve (12) days leave of absence for illness or injury and such additional days, in addition thereto, as the governing Board may allow for illness or injury, exclusive of all the days the employee is not required to render service to the District, with full pay for a fiscal year of service. A classified employee, employed five (5) days a week, who is employed for less than a full fiscal year, is entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of months the employee is employed bears to twelve (12) and the proportionate amount, consistent with this formula, of such additional days, in addition thereto, authorized by the governing Board for classified employees employed five (5) days a week for a full fiscal year of service. A classified employee employed less than five (5) days per week shall be entitled, for a fiscal year of service, to that proportion of twelve (12) days leave of absence for illness or injury as the number of days the employee is employed per week bears to five (5) and is entitled to the proportionate amount, consistent with this formula, of such additional days, in addition thereto, authorized by the governing Board for classified employees employed five (5) days a week for a full fiscal year of service.

1. Sick leave is cumulative, with no maximum limit set. Accumulated sick leave and the balance of sick leave for the current fiscal year may be used at any time. Should the employee use these days and then leave employment of the District before sick leave is earned, a salary deduction will be made on the final salary warrant.
2. At the beginning of a fiscal year, employees shall be credited with the number of days of sick leave they shall earn that year except for probationary employees, who are entitled to only six (6) days of sick leave before serving six (6) months.
3. Notification of illness or injury shall be made directly to the employee's department at the earliest feasible moment. If the department is not open, notification shall be made to Human Resources and Employee Relations at the earliest feasible moment. Notification must occur not later than one-half hour after the start of the work shift in order to be eligible for paid sick leave, unless notification by such time is not feasible. However, in the case of the graveyard shift, notification shall be at least one (1) hour before the first shift starting time unless it is not feasible to do so. Such notification shall be to a designated phone number of which the employee has been previously notified.
4. A statement from a physician verifying the employee's illness may be required by Human Resources and Employee Relations. In cases of serious illness or injury, the District may require a classified employee to submit a written release by the doctor before returning to work. The District also reserves the right to require a physical or mental examination, at the District's expense, by a physician designated by the District. Return for limited duty or less than the normal work schedule shall not be permitted except where the District, at its discretion, grants specific written permission.
5. Upon return to work, an employee shall sign the Absence Affidavit.
6. Any classified employee who has been an employee of another California public school or community college district for a period of one calendar year or more, and who is employed by this District within one year of termination from such other district, shall have earned sick leave in the previous district transferred to this District.
7. An employee who has used all sick leave and is absent due to illness or injury shall have additional days of absence charged against any accumulated vacation days or compensatory time off accumulated as a result of overtime worked. Except as required by Section D, the employee may elect to use the benefits of Section C below prior to the operation of this section.

8. An illness or injury absence shall be an absence of the classified employee due to illness or disabling condition which prevents the employee from performing his or her assigned functions including: physical or mental illness, medical, dental or psychiatric appointments that cannot be reasonably met during out-of-work hours, and any physically disabling condition, including pregnancy disabilities, which prevents the employee from performing assigned duties.
 9. Sick leave shall be taken in increments of not less than one-half hour.
- C. Extended Illness or Injury Leave (Paid Leave) - When a classified employee has been ill or injured for an extended period of time and accumulated sick leave is not available, or the employee makes the election provided below, the employee shall be paid fifty percent (50%) of the employee's regular salary, whether or not a substitute is employed. This benefit shall apply for up to five (5) calendar months for the same illness or injury in any fiscal year and only during the period of an employee's regular assignment or for no more than five (5) calendar months for the same illness or injury. The five (5) month period begins for the first illness or injury in any fiscal year on the day of absence following the last day of sick leave earned during the year, except that if the employee has more than twenty (20) days of earned sick leave accumulated, the five (5) month period shall not begin until the twenty-first (21st) day of absence. An employee with more than twenty (20) days accumulated sick leave may elect as of the twenty-first (21 st) day of absence or thereafter to receive this extended illness benefit and not use up his/her remaining accumulated sick leave account while receiving this benefit. Any such election must be in writing. If the election is made after the twentieth (20th) day, the period of this extended illness or injury leave benefit shall be reduced by the same number of days as there are between the twentieth (20th) day and the day written election is received.
- D. Industrial Accident and Illness Leave (Paid Leave) - Permanent classified employees covered by this Agreement who are absent from duty because of industrial accident or illness which meets the standards for qualifying for worker's compensation and who have been continually employed by the District for at least one (1) year shall be granted all allowable industrial accident and illness leave for not more than sixty (60) working days in any fiscal year for the same accident or illness. Such allowable leave shall not be accumulative from year to year.
1. An employee shall be deemed to have recovered from an industrial accident or illness and thereby able to return to work at such a time as the employee's physician verifies that there has been such a recovery. In the absence of such verification, the District may nonetheless, at its own expense, obtain the opinion of another physician to determine if the employee is able to return to work.

2. When an employee is absent from duties on account of an industrial accident or illness, the employee shall be paid such portion of the salary due such employee for any month in which the absence occurs as, when added to the employee's temporary disability indemnity, will result in a payment to the employee of not more than such employee's full salary.
3. The employee shall endorse to the District the temporary disability indemnity checks received on account of industrial accident or illness. The District, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement and other authorized contributions.
4. Any employee receiving benefits under this section shall, during the period of injury or illness, remain in the state of California unless otherwise authorized by the District.
5. Reporting industrial accidents and industrial illness shall be the responsibility of the employee so afflicted. Such report shall be made to the employee's department within twenty-four (24) hours of the time of the accident or the start of the illness, unless exceptional circumstances preclude such notification.
6. Upon termination of the sixty (60) working days of leave authorized by this section, and if the absence continues, the employee may use that portion of accumulated sick leave, vacation leave, compensatory time or other Paid Leaves to maintain income equal to the regular salary paid by the District. However, an employee may not receive income in an amount which exceeds that employee's regular salary.

E. Personal Necessity Leave (Paid Leave)

1. An employee shall be entitled to use seven (7) days of accrued sick leave during each school year in cases of personal necessity.
 - a. Personal necessity leave for which advance authorization is not necessary shall include any of the following:
 - (1) An accident or act of God involving the employee's property or the person or property of a member of the employee's immediate family or imminent danger to the home of an employee. Such accident or imminent danger must be serious in nature, involve circumstances the employee cannot disregard, and require the attention of the employee during such employee's assigned hours of service.
 - (2) An illness of a member of the employee's immediate family as defined in this agreement, serious in nature, which under

the circumstances the employee cannot disregard, and which requires the attention of the employee during such employee's assigned hours of service.

(3) In the foregoing cases the employee shall notify the District as soon as is reasonably possible.

b. Personal necessity leave requiring advance authorization before being absent from duty shall include the following:

(1) Required court appearances in actions in which the District is not involved or as a witness in a court action pursuant to subpoena.

(2) Recognized days of observance of an employee's personal faith. Personal necessity leave for such purposes shall be granted only when attendance at such employee's place of work would make impossible observance of that recognized day by the religious worship called for by the employee's faith.

(3) Personal business of the employee which is serious in nature includes circumstances the employee cannot disregard, and requires the attention of the employee during assigned work hours. A request for such leave must be submitted three (3) work days in advance of the requested leave date and shall be limited to no more than three (3) of the total leave days available for personal necessity. No more than five percent (5%) of the employees covered by this Agreement may use personal necessity leave in this manner on the same work day.

(4) Leave for purposes of adopting a child or caring for a newborn child.

(5) The death of a member of the employee's immediate family when the number of days of absence exceeds the limit provided in Section F of this article.

2. The following limits and conditions are placed upon allowing a personal necessity leave and personal necessity leave pay:

a. The days allowed shall be deducted from and may not exceed the number of full-pay days of sick leave to which the employee is entitled.

b. The personal necessity leave shall not be granted during a scheduled vacation or a leave of absence.

- c. Payment for such absence shall be made only upon completion of a written request by the employee to the District setting forth the reason for the absence and that such absence was due to a situation designated as a personal necessity within the meaning of this section.
 - d. No personal necessity leave shall be in increments of less than one hour.
 - e. Personal necessity leave shall not be used to compensate any employee whose absence results from participation on a strike, work stoppage, work slow-down or other forms of labor disturbances.
- F. Bereavement Leave - A leave of absence with pay and without deductions from accumulated sick leave, not to exceed three (3) days, shall be granted to an employee when any member of the employee's immediate family dies. In the event of the death of an employee's parent, spouse, or child, said leave shall be up to five (5) days. Two (2) additional days will be granted to an employee if travel of more than three hundred (300) miles one (1) way or out-of-state is required because of the death of any member of the employee's immediate family.

At the discretion of the District, additional days of leave, whether paid or unpaid, for bereavement purposes may be granted by the District. "Immediate family" is defined, for purposes of bereavement leave, to mean those relatives or step-relatives bearing the following relationships to the employee or the employee's spouse: son, daughter, spouse, mother, father, sister, brother, grandchild, guardian, foster child, foster parent, grandparent, father-in-law, mother-in-law, daughter-in-law, son-in-law, stepchild, uncle, aunt, niece, nephew, or any person living in the employee's household.

At the discretion of the District, other relatives of the employee or employee's spouse may be considered as immediate family by the District for purposes of bereavement leave. In order to receive bereavement leave benefits, an employee must notify his or her supervisor prior to the start of the employee's regular work shift unless such notification is not feasible. In such case notification shall be made as soon as is feasible. Upon request, after the return of an employee from bereavement leave, the District may require necessary proof that the employee met the requirements of eligibility for bereavement leave.

- G. Jury Duty - A classified employee shall be entitled to up to thirty (30) calendar days of paid leave for jury duty when legally summoned to such duty subject to the conditions stated herein. The District may provide additional jury leave days beyond the thirty (30) provided above. A copy of the summons to serve as a juror must be submitted to Human Resources.

In the event a court competent jurisdiction decrees that under state law the District must provide more than thirty (30) calendar days of paid leave, the District shall change its policies to conform to the law. Upon request of any employee summoned to jury duty, the District shall provide a letter to the employee stating the District's policy with respect to the amount of paid leave allowed.

Any fee received by the employee for service as a juror, except for mileage reimbursement, shall be signed over to the District. A copy of an official court form signed by the court clerk verifying the days and hours of duty rendered must be submitted to Human Resources. Upon verification of jury service, the employee shall receive his/her regular salary for the period of absence attributable to that service. On any day the employee is dismissed from jury service with two or more hours remaining in his/her work shift at the District, or if the employee is not required to report for jury service until two or more hours after the start of his/her work shift, the employee shall report to the supervisor for duty in the District. Any exceptions to the foregoing must be approved by the Chancellor.

An employee whose work hours in the District are other than 8:00 a.m. to 4:30 p.m., Monday-Friday shall be temporarily reassigned to those hours for the duration of that employee's jury service.

- H. Military Service Leave - When classified employees are called to temporary military service, they shall be released without loss of salary for the term of temporary duty, not to exceed thirty (30) calendar days in any calendar year.

An official copy of the orders requiring the employee's military service shall be provided to Human Resources in advance of such leave.

- I. Maternity Leave - The District shall provide a leave of absence from duty for the classified employee who is required to be absent from duties because of a disabling condition of a pregnancy, miscarriage, childbirth, and recovery there from. Such disabling condition shall be defined in Article XX, B, 8, of this Agreement. Such leave should be charged to accumulated sick leave. The length of the leave of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee's physician and be subject to the approval of the District.

1. A request for this leave shall be submitted to the immediate supervisor when feasible with a statement from a licensed physician. The statement will verify the pregnancy, indicate the expected delivery date, and confirm that the employee is physically able to perform her duties.
2. It shall be the responsibility of the classified employee to have her physician's statement updated periodically indicating her continued

physical ability to perform her duties and anticipated date of departure from her job. Dated reports from the employee's physician should be submitted to Human Resources no less than every thirty (30) calendar days once the pregnancy is reported.

3. Three (3) calendar weeks prior to the selected date of departure from the job station, the employee shall report to the District in writing whether or not she plans to return to her job station after the delivery of the child.
4. Within ten (10) days after the birth of a child, the employee shall submit to the District a statement from her physician informing the District of the date the physician believes that the employee's disabling condition will no longer prevent her from fulfilling her assigned duties and the time at which the physician believes the employee will be physically able to return to her assigned duties.

J. Family Sick Leave

1. A classified employee is entitled to use up to six (6) days of the employee's accrued and available sick leave to attend to the illness of a child, parent, or spouse of the employee in a calendar year.

Article XXI - NON-PAID LEAVES OF ABSENCE

- A. The following provisions apply to non-paid leaves of absence:
1. All leaves described under this article shall be without pay.
 2. Non-paid leaves of absence of five (5) days or fewer may be approved by the Chancellor or designee. All requests for such leaves greater than five (5) days shall be submitted to the Board for its consideration. The granting of any such leaves is solely at the discretion of the Board or the Chancellor, as the case may be. No nonpaid leave of absence shall be granted until an employee's earned vacation entitlement shall have been fully used.
 3. Whenever practicable, a classified employee returning from an approved non-paid leave of absence will be returned to the job classification and position location to which the employee was assigned prior to the approved leave. If it is not practicable to return the employee to the job classification and/or the position location to which the employee was assigned prior to the approved leave, the District will attempt to place the employee into a position as nearly alike as possible to the position the employee occupied prior to the approved non-paid leave of absence.
 4. Employees on approved non-paid leaves of absence who accept other employment without prior District approval, in writing, will be in violation of the conditions of such a leave of absence and will be subject to termination of employment with the District.
 5. In any non-paid leave of absence of five (5) days or fewer, there shall be no elimination of the amount payable by the District toward health and welfare benefits pursuant to Article XXII. For any non-paid leave of absence in excess of five (5) days, such benefits shall be reduced pro rata in accordance with the amount of time on leave in comparison with the employee's paid status days per year. If an employee on a non-paid leave of absence in excess of five (5) days wishes to continue dental insurance, health insurance or life insurance coverage, the employee prior to the last work day of each month of leave, shall pay to the District the pro rata portion of such coverage.
 6. The entire time of unpaid leave of absence in excess of five (5) days shall not be counted toward the calculation of vacation, sick leave, or other fringe benefits. Further, during such period the employee shall retain seniority, but not accrue any additional seniority.
 7. Classified employees on approved, unpaid leave for a period greater than fifty percent (50%) of a given fiscal year shall not receive credit for an annual salary increment for the year of the leave.

- B. Course Enrollment - A non-paid leave of absence for the enrollment of the classified employee in an accredited institution in a course of study relating to that employee's assignment may be approved by the Board of Trustees.
- C. Military Service - Leaves of absence for military service shall be granted in accordance with the applicable federal and state laws.
- D. Extended Illness or Injury Leave - The Board of Trustees may grant a non-paid leave of absence for health reasons to a permanent employee for illness or injury which extends beyond the expiration of all other paid leaves, including extended illness or accident leave. Such leave requests must be accompanied by a statement from a licensed medical doctor describing the condition of the employee's health and the minimum period of absence from duty recommended by the physician. Return from extended illness or injury leave will be allowed only upon written approval of a licensed medical doctor. Such written approval must be filed with a notice of the employee's intent to return to work no fewer than ten (10) working days prior to the planned date of return. A health leave may not exceed six (6) calendar months. The Board of Trustees, at its discretion, may extend the leave twice for up to an additional six (6) months. Such leaves shall not exceed a total of eighteen (18) months. If leave is not granted, or upon the expiration of approved leave of absence without pay, the Board of Trustees shall place the employee on the thirty-nine (39) month reemployment list.
- E. Child Care Leave - A leave for the purpose of child care (post-maternity) may be approved by the Board upon request of a classified employee. In no case shall a child care leave be approved for a period longer than twelve (12) consecutive months. Child care leave is designed for the post-natal care of an infant and may only be approved for that purpose.
- F. Family Medical Leave - The District will supply, upon the request of a classified employee, a personal copy of the posted notice of the Family Medical Leave Act. When time off is taken for conditions qualifying under the Family Medical Leave Act, the District will notify the employee of their benefits and responsibilities under the act.

The District may require certification from the employee's health care provider before allowing a leave for pregnancy or the employee's serious health condition, or certification from the health care provider of the employee's child, parent or spouse who has a serious health condition.

Leave under the Family Medical Leave provisions will run concurrently with paid leaves if they are available.

Article XXII - FRINGE BENEFITS

- A. The District shall provide the following fringe benefits to all classified employees covered by this Agreement:
1. For the period from July 1, 2015, through June 30, 2018:
 - a. Dental insurance coverage for employees and dependents shall be provided by the District. All employees shall participate in the program. Effective July 1, 2000, the benefit limit shall be increased from \$1,500 per calendar year to \$2,000 per calendar year.
 - b. Subject to the subparagraphs below, the sum of not less than one thousand eight hundred sixty-eight dollars and sixty cents (\$1,868.60) shall be provided by the District for the purpose of purchasing health insurance, accident insurance, life insurance, salary continuation insurance, and/or tax sheltered annuity plan(s). In order for an employee to elect not to purchase health insurance coverage from one of the carriers provided by the District, such employee must provide evidence of alternative health insurance coverage before designation of other expenditure from these fringe benefit funds shall be permitted by the District. The employee may, only once each year, elect health insurance from one of the carriers provided by the District. Normally, such election shall be effective October 1 of each year.
 - c. Increases in premiums in dental or health insurance shall be paid by the District, and said payment by the District shall be at the level for each individual employee which reflects the actual increase in such premiums for the employee. However, employees who maintain the same medical insurance coverage as in the previous year and who have tax sheltered annuity contribution and/or other insurances paid from the fund set forth in subparagraph (b) shall pay any increase in medical insurance premiums from those funds. Cost for additional health insurance coverage (additional dependents) shall also be borne by the District, except that money previously available for other optional insurances and tax sheltered annuities shall first be applied to the increased health insurance premium.
 - d. The District shall provide for each employee covered by this Agreement, a \$50,000 life insurance policy by a carrier designated by the District. However, employees who have tax sheltered annuities and/or other insurances paid from the fund set forth in subparagraph (b) shall be required to pay for such life insurance from those funds. All employees shall participate in this life insurance program.
 - e. Tax sheltered annuity contributions from funds provided in subparagraph (b) shall not exceed the amount for any employee invested by that employee in 1980-81.

Article XXIII - CALCULATION OF FRINGE BENEFITS

- A. Health and welfare benefits, sick leave, annual leave (vacation), and any other fringe benefits will be granted to employees on a pro rata basis, as follows:
1. Twelve (12) month, full-time employees will receive full benefits as authorized in this Agreement.
 2. Eleven (11) month, full-time employees will receive eleven-twelfths (11/12) of the benefits received by a full-time, twelve-month employee.
 3. Ten (10) month, full-time employees will receive ten-twelfths (10/12) of the benefits received by a full-time, twelve-month employee.
 4. Twelve (12) month, half-time employees will receive one-half (1/2) of benefits received by a full-time, twelve-month employee.
 5. Eleven (11) month, half-time employees will receive one-half (1/2) of benefits received by a full-time, eleven-month employee.
 6. Ten (10) month, half-time employees will receive one-half (1/2) of benefits received by a full-time, ten-month employee.
 7. Regular employees will receive pro rata benefits calculated on the basis of total hours in paid status for the year, divided by 2088 (261 days x 8 hours/day), except that hourly employees who work fewer than twenty (20) hours per week shall not receive any pro rata fringe benefits specified in Article XXII.
 8. Employees in short-term, temporary positions will not be eligible for any fringe benefits. For the purposes of this Article, short term, temporary positions shall mean those positions designated by the Board not to continue for more than sixty (60) consecutive working days.
- B. With respect to the health and welfare benefits set forth in Article XXIII, Paragraphs A 1 through 7 of this Article shall be applicable only to employees hired on or after July 1, 1977. Any members hired before such date shall receive for the current year, the same amount as is received by full-time, twelve-month employees with the same insurance coverage and carrier, from which to purchase the health and welfare benefits set forth in Article XXII.

Article XXIV - GRIEVANCE PROCEDURE

- A. The purpose of this grievance procedure is to provide a means by which certain disputes may be resolved in an equitable and efficient manner. A grievance is a claim by an employee covered hereby, or the Association, that an express term of this Agreement has been violated by the District and that because of such violation an employee's rights have been affected. A grievance shall not include any claims or requests to challenge, change, amend or add to existing policy, rules or regulations. (In the event of any conflict between the express terms of this Agreement such policies, rules or regulations, this Agreement shall control.) In cases involving a claim that the terms of Articles V, VI, VII, and VIII-C have been violated, the Association shall have the right to file a grievance on its own behalf at the Chancellor level or other designated level.

The employee shall be afforded the right to have a CSEA representative present during any grievance resolution meeting at any level.

- B. Should a grievance arise, it shall be handled in the following manner:

INFORMAL LEVEL

1. The grievant shall make every effort to meet with his or her supervisor to attempt to resolve the grievance informally. The employee and supervisor must have a reasonable discussion regarding the particular concern giving rise to the grievance. The employee may have an Association representative present in such meetings.

LEVEL I

2. If the grievance remains unresolved, a formal written grievance may be filed. Any written grievance shall be signed by the grievant and shall state the circumstances on which the grievance is based, the date of occurrence, the identity of the employee or employees who claim to be aggrieved, the specific sections and terms of this Agreement allegedly violated, and the remedy sought. A grievance may include more than one (1) employee, provided the issue is identical for each and all employees affected thereby sign the grievance form where physically able to do so. The grievance may not be modified once it is submitted in writing to the supervisor as specified in Step 3 below.
3. Such written grievance must be made to the supervisor within fifteen (15) working days after the date of the act or omission giving rise to the problem or within fifteen (15) working days after which the employee should have known of the act or omission giving rise to the problem. The supervisor shall provide a written response within ten (10) working days of receipt of the written grievance.

LEVEL II

4. If the grievance is not resolved at the supervisory level, the grievant may make a second level appeal to the Chancellor or designee. Such appeal shall be in writing, shall include the original grievance and the reasons for appeal, and must be received by the Chancellor's or designee's office within five (5) working days from the date of the answer of the supervisor.
5. A meeting shall be scheduled by the Chancellor or designee to be held within five (5) working days after receipt of the written appeal. The grievant shall be entitled to representation from the bargaining unit.
6. The Chancellor or designee shall prepare a written response and submit the response to the employee and the bargaining unit representative within ten (10) working days after the conclusion of the meeting(s).

LEVEL III

7. If the grievant is not satisfied with the answer provided by the second level review by the Chancellor or designee, a third level written appeal may be filed directly with the Chancellor's or designee's office within ten (10) working days of the date of the answer from the initial review. The Chancellor's or designee's office shall answer the grievance in writing within ten (10) working days after receipt of such appeal.
- C. Any grievance not processed by an employee or the Association in accordance with the time limits set forth herein shall be considered settled on the basis of the decision last made by the District. If at any step the District fails to respond in the time limits specified above, the grievant may proceed to the next step. Time limits may be extended upon the mutual written agreement of both parties.
- D. Where the Association has not been requested to represent the grievant and the District is prepared to agree to a resolution of the grievance, the District shall not make any final resolution until the Association has received a copy of the grievance and the proposed resolution and has been given an opportunity to file a response.
- E. A reasonable amount of released time will be granted to one (1) Association representative to process a grievance including attendance at an arbitration hearing. The Association agrees that such processing will be performed as quickly as possible, and it is expressly understood that any employee who acts on behalf of the Association to process a grievance is primarily responsible for his/her regular duties. Before any processing may take place during working hours, the Association representative must request permission from his or her supervisor, which permission shall not unreasonably be withheld. It is agreed that any processing time shall be held to a minimum.

- F. Grievance forms and other forms necessary to the operation of the grievance procedure shall be available in the Human Resources and Employee Relations Office or may be obtained through the Association or online.
- G. After a grievance has been filed by an employee, the Association has the authority to process, abandon, or settle grievances on behalf of all employees subject to the provisions of Section D.

LEVEL IV

H. Arbitration

1. Grievances which are not concluded pursuant to the procedures set forth in Section B, and which the Association desires to appeal, shall be submitted to final and binding arbitration as set forth in this section provided that written notice is given to the District by the Association within ten (10) working days after the answer of the Chancellor's or designee's office, is received.
2. Upon receipt of the Association appeal, the parties shall endeavor to agree upon an arbitrator unless they mutually agree to first pursue the mediation step set forth in paragraph (a) below. If no agreement is reached within ten (10) working days, they shall request the California State Conciliation Service to supply a panel of seven (7) names of arbitrators. Each party shall alternately strike a name until only one (1) name remains who shall be the arbitrator. The party who strikes the first name shall be determined by lot.
 - a. After receipt of the appeal to arbitration, the Association and the District shall discuss whether to first pursue an intermediate step of mediation. It is recognized that each party's position on mediation is solely a matter of its judgment and discretion. If the parties jointly agree that mediation is advisable, the District shall contact the California State Conciliation Service and request that a mediator be appointed. The mediation shall be limited to a total of four (4) hours unless the parties agree to a continuance. The parties shall attempt to reduce outstanding issues, and if possible, settle the dispute. The mediator, however, shall not have the power of authority to render a decision on the issue(s) or impose a settlement on the parties and shall keep all discussions confidential. Any statements made during the mediation process (other than those already documented at Levels, I, II, and III) shall be confidential, shall not be considered precedential in nature, and shall not be admissible in any future court, administrative proceeding, or additional step in the grievance procedure. If mediation does not satisfactorily resolve the grievance, the District and the Association shall immediately proceed to select an arbitrator as provided above.

3. The fees of the arbitrator shall be shared equally by the parties. Either party may request a transcript of the proceedings, and the party requesting the transcript shall bear the cost, unless the other party wants a copy in which case the cost shall be shared equally. Each party shall bear the expense of the presentation of its own case.

4. The arbitrator shall have no power to alter, amend, change, modify, add to or subtract from any of the terms of the Agreement and shall have no jurisdiction to hear any grievance which is excluded from arbitration by the terms of this Agreement or which is not filed or appealed within the time of this article. The award of the arbitrator shall be final and binding on matters properly before him or her. The arbitrator shall consider only the evidence presented to him or her by the respective parties in the presence of each other. No award shall be retroactive beyond the beginning of the fifteen (15) day period specified in paragraph B 3 above and the arbitrator shall have no authority to hear and issue a recommendation upon more than one (1) grievance at a time unless the District and the Association expressly agree otherwise. The arbitrator shall render his or her decision within thirty (30) calendar days after the close of hearing or, where either party desires to submit a brief, within thirty (30) calendar days of such submission.

Article XXV - MISCELLANEOUS

- A. The District may, at its discretion, voluntarily extend privileges, compensation or benefits beyond those provided in this Agreement to its employees. It is understood that the District is not required to grant privileges, compensation or benefits in excess of those specifically set forth in this Agreement.
- B. The provisions of this Agreement are deemed to be separable to the extent that if and when a court or government agency of competent jurisdiction adjudges any provision of this Agreement to be in conflict with any law, rule or regulation, such decision shall not affect the validity of the remaining provisions of this Agreement, but such remaining provisions shall continue in full force and effect.
- C. In the event a provision or provisions are so declared to be in conflict with such law, rule, or regulation, or the parties agree that there is such conflict, both parties shall, upon request, meet within thirty (30) days of any final determination for the purpose of attempting to renegotiate the provision or provisions so invalidated.
- D. The District will provide classified employees with advance notice of the District childcare facility enrollment prior to a general notice being disseminated.
- E. Each food service employee covered by this Agreement shall be entitled to purchase and consume food items during non-working time at a cost of forty percent (40%) of the listed price for the items to be purchased.

Article XXVI - WAIVER OF FURTHER BARGAINING RIGHTS

- A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had an unlimited right and opportunity to make demands and proposals with respect to any subject or matter which was or could have been the subject of negotiation, that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, and therefore, each waives the right to further negotiations on any subject or matter, covered or not covered, under this Agreement during the term hereof. However, by mutual agreement, the parties may agree to engage in further negotiations on any subject.

Article XXVII - DURATION AND TERMINATION

- A. This Agreement when ratified and executed by each party hereto shall constitute the sole agreement between them. Any modification or amendment of this Agreement must be made by and between the parties hereto in writing and executed by each party hereto. This Agreement is effective on the date of its execution and shall remain in effect through June 30, 2018.

- B. For the second and third year of this Agreement, either the Association or the District shall have the right to reopen two articles each and to seek to amend this Agreement excluding Article XXII (Fringe Benefits).

In order to reopen negotiations for the second year of this Agreement, the Association or the District shall serve notice in writing prior to June 1, 2016. Such notice shall also set forth the party's proposal on the additional issues which the party seeks to reopen. For the third year (July 1, 2017 through June 30, 2018), such notice shall be served in writing prior to June 1, 2017, and it shall set forth the party's proposal on the issues which the party seeks to reopen. Negotiations shall take place at reasonable times after such dates. If the parties cannot reach agreement on such reopened matters, the impasse procedures of Government Code Sections 3548-3548.4 shall be utilized.

Article XXVIII - SECOND LANGUAGE STIPEND

- A. Regular classified employees who use a verified second language ability as the prime component (50%) of their assignment upon receiving written approval by their manager or supervisor to verbally translate shall be provided a stipend of twenty-five dollars (\$25) per month.
- B. American Sign Language will qualify for the Second Language Stipend.
- C. Employees whose job description requires that they use a second language do not qualify for the second language stipend.
- D. The District shall require testing of second language ability prior to authorization. The District's testing process and selection process shall not be grievable.
- E. Employees shall be selected from among those qualified employees based on skill, departmental seniority order, and availability of translator.
- F. The second language stipend will primarily be for verbal translation only of a second language.

Article XXIX - PROFESSIONAL GROWTH

- I. Definition of the terms of professional growth.
 - A. Professional growth is defined as endeavors which are intended to improve skills and job performance.
 - B. Professional growth achievement steps are granted only on verification of completion of the work in writing from the accrediting institution, review by the Professional Growth Committee, and the approval of the Board of Trustees.
 - C. To receive credit, an employee is required to submit a request for professional growth at least ten (10) working days prior to the beginning of the class session(s) and within 30 calendar days after beginning independent study, being published or being elected to a professional organization.
- II. Professional growth related to the employee's specific job or overall college function may be achieved in the following manner:
 - A. Course work and instructional programs.
 - B. Independent study or publication.
 - C. Professional organization participation.
- III. Procedure for planning, recording professional growth activities.
 - A. The classified employee is required to submit to the Professional Growth Committee a written request for preliminary approval of his/her plan.
 - B. The Professional Growth Committee will inform the employee in writing that his/her plan is approved or that changes are necessary.
 - C. Upon completion of the work, the employee will submit appropriate documentation to the Professional Growth Committee, and the administrative member of the committee is responsible for verifying these documents (See Sections IV, V).
 - D. Upon completion of twelve (12) semester units of course work, verified by official transcript from an accredited institution, the employee will submit a written request for a professional achievement step to the Professional Growth Committee.
 - E. The Professional Growth Committee will forward its recommendation for professional achievement step to the Chancellor or designee for Board action.

F. The professional achievement steps shall be paid monthly, beginning with the next month following Board approval.

IV. Outline of professional growth through course work and instructional programs.

A. Definition: "Course Work" is defined as those courses for which credit can be certified by regionally accredited colleges or universities, or institutes and other instructional programs.

B. Examples:

1. Courses in subject field related to job assignment.
2. Courses from subject fields outside of job assignment areas which contribute to the employee's ability and his/her development within his/her employment responsibilities.
3. Courses taken in preparation for a specific District requirement.
4. Research study programs undertaken at accredited institutions.
5. Institutes and other instructional programs.

C. Procedures to follow for earning unit credit for course work:

1. The employee is required to submit to the Professional Growth Committee a written request for credit for preliminary approval of his/her plan.
2. The employee will submit to the Professional Growth Committee a written request for unit credit for course work, accompanied by verification (official transcript) of satisfactory completion of work from an accredited institution. (See Section VII-C)

D. Evaluation and credit allocation.

1. Unit credit will be granted on the basis of semester units. The equivalency chart will be used for converting quarter units. (Quarter Units x 2/3 = Semester Units)
2. The number of units granted for each course will be those determined by an accredited institution.
3. In the case of institutes and other instructional programs in which unit credit is not given by the sponsor, a maximum of two semester units of

credit, non-cumulative, will be granted for each salary adjustment.

4. A maximum of twelve (12) semester units credit earned by course work will be granted for each salary adjustment.
5. Course work taken during the employee's work day shall not be applicable toward a professional achievement step.

V. Outline of professional growth through independent study or publication related to the employee's specific job or overall District's function.

A. Definition: "Independent Study" is defined as a project other than academic course work or instructional programs undertaken by an employee to improve his/her professional competence and effectiveness. This may include certificates or certification programs.

Definition: "Publication" is defined as textbooks, compilations, and articles published as individual works or as studies in scholarly or other appropriate publications.

B. Procedures to follow for earning unit credit for independent study:

1. The employee is required to submit to the Professional Growth Committee a written request for preliminary approval of the plan.
2. The employee will submit to the Professional Growth Committee a summary report and evidence of the completion of the project; i.e., formal report, paper, lecture, publication, exhibit, accompanied by copies of review and other pertinent information wherever applicable.

C. Evaluation and credit allocation:

1. Each independent study project or publication submitted will be judged individually by an ad hoc committee of the employee's peers, appointed by the chairperson of the Professional Growth Committee.
2. The Committee will assign the number of units for equivalent professional growth credit.
3. A maximum of five (5) units of credit earned by independent study or publication will be granted for each salary adjustment.

VI. Outline for Professional Growth through professional organization participation.

A. Definition: "Professional Organization" is defined as an off-campus organization of peers in which the employee holds an official position, such as President, Vice President, etc. Such participation as an official of the organization is deemed to improve the employee's professional competence and effectiveness.

B. Procedures to follow for earning unit credit for professional organization participation:

1. The employee is required to submit to the Professional Growth Committee a written request for preliminary approval of the professional organization and office which the person is holding.
2. The employee will submit to the Professional Growth Committee a letter on the professional organization letterhead or other official document which identifies the employee's official capacity in the professional organization.

C. Evaluation and credit allocation.

1. Each participation as an official in a professional organization will be judged by the Professional Growth Committee as to its applicability to the employee's job function or overall college function.
2. Only two semester units will be granted per year for professional organization participation.
3. Credit will be granted for only one organization per year.

VII. A. Criteria:

1. The professional growth program is a voluntary program for classified employees. This program is not to be considered mandatory for employees to receive other District rewards or for advancement on the Classified Salary Schedule.
2. To be eligible for participation in the program, the employee must:
 - a. Be a classified employee of the District.
 - b. Be employed to work twenty (20) or more hours per week for at least eight (8) consecutive months per year.

B. Professional Growth Step Plan:

1. Professional growth criteria will be determined by the Professional Growth Committee.

2. Twelve (12) semester units will constitute a professional achievement step.
3. Each achievement step shall be \$35.00 per month, paid monthly.
Each achievement step received after CBA ratification in 2016 shall be \$40.00 per month, paid monthly.
4. Achievement steps, once earned, shall be permanent.
5. Each employee may earn a maximum of seven (7) achievement steps in both categories combined, two (2) of which must be in the job skills area of professional growth.

Professional Growth Plan Job Skills:

- a. For purposes of definition, courses which qualify for the job skills professional achievement step are courses which directly enhance one's ability to perform their current job.
 - b. Professional growth in the job skills area will be determined by the Professional Growth Committee.
 - c. Twelve (12) semester units will constitute a job skills professional achievement step.
 - d. Each achievement step shall be \$40.00 per month paid monthly.
Each achievement step received after CBA ratification in 2016 shall be \$50.00 per month paid monthly.
 - e. All achievement steps once earned shall be permanent.
6. The method of prorating the achievement step for employees working fewer than forty (40) hours per week shall be as follows:

Monthly Achievement Step X Factor = Adjusted Monthly Step				
Factors:	35	39	Hours/Week	0.875
	30	34	Hours/Week	0.750
	25	29	Hours/Week	0.625
	20	24	Hours/Week	0.500

C. Transcripts

Each academic year classified employees may request two sets of official transcripts from the District's transcript office without cost to the employee.

D. Professional Growth Committee:

1. The Professional Growth Committee shall consist of the following:
 - a. Chancellor or designee.
 - b. The Association President will appoint up to three (3) representatives.
 - c. One (1) representative from the Confidential unit. Chair shall be from among the classified peers.

2. The responsibilities of the Committee shall be:
 - a. To review and recommend action on all proposal for professional growth. Upon acceptance of the application, the employee may then be granted an interview with the committee.
 - b. To recommend professional achievement steps for employees to the Chancellor or designee.
 - c. To maintain required records on each employee's professional growth plan.
3. All material to be considered by the Professional Growth Committee must be sent to the Chancellor or designee not later than ten (10) working days prior to the beginning of the semester, quarter, or session during which the requested course work is scheduled to begin.
4. The Chancellor or designee will call all meetings of the Committee following the last working day of the month, whenever material has been submitted for action.

Article XXX - DISCIPLINARY ACTION AND DUE PROCESS

A. Disciplinary Action (EC Section 88001(e))

“Disciplinary action” includes any action whereby an employee is deprived of any classification or any incident of any classification in which s/he has permanence, including dismissal, suspension, demotion, or any reassignment, without his or her voluntary consent, except a layoff for lack of work or lack of funds.

B. Causes for Disciplinary Action

The continued employment of permanent classified employees is contingent upon proper performance of assigned duties and personal fitness. A permanent employee may be demoted, suspended, or dismissed for cause, which shall include, but not be limited to, the following:

1. Unsatisfactory fulfillment of job responsibilities, such as:
 - a. Incompetence or inefficiency.
 - b. Insubordination (including, but not limited to, refusal to do assigned work).
 - c. Willful or persistent violation of the Education Code or policies of the Board of Trustees.
2. Unsatisfactory attendance, such as:
 - a. Abuse of leave privileges.
 - b. Absence or repeated tardiness without authority.
 - c. Abandonment of position.
3. Unsatisfactory personal habits, such as:
 - a. Consuming alcoholic beverages or illegal drugs, including medical marijuana, while on duty.
 - b. Reporting to work under the influence of alcohol or illegal drugs, including medical marijuana.
 - c. Immoral conduct while on duty.
 - d. Conviction of a felony or any crime involving moral turpitude.
 - e. Dishonesty or theft while on duty.
 - f. Discourteous, offensive or abusive conduct or language toward other employees, students or the public while on duty.
 - g. Any conduct inimical to the welfare of the District, the students or the employees thereof.
 - h. Falsification or violation of the Oath of Allegiance or any other District document.
 - i. Engaging in political activity during assigned hours of employment.
 - j. Taking for personal use from any person in connection with work, any fee, gift or other valuable thing when such fee, gift or valuable thing was given in hope or expectation of receiving a favor or better treatment than that accorded other persons.
 - k. Inducing or attempting to induce any person, firm or corporation doing business with the District to give employment to any person.

1. Inducing or attempting to induce an employee of the District to commit to an unlawful act or to act in violation and reasonable departmental or official regulation or order.

C. Progressive Discipline

Progressive discipline is the corrective process of applying penalties short of termination, or long-term demotion or suspension where conduct is of a less serious nature and the employee has not repeatedly engaged in such conduct. The nature of such discipline should be appropriate to the conduct and need not begin with the least serious disciplinary action. Acceptance of the principle of progressive discipline does not limit the District's authority to take appropriate action including termination, demotion or suspension for serious offenses which cannot and will not be condoned. The progressive disciplinary steps may include: (1) verbal warnings; (2) written warnings; (3) suspension without pay; (4) demotion; (5) termination.

D. Suspension (E.C. Section 88013)

The District may suspend a permanent employee without warning when the health and welfare of students or other employees is endangered by the continued presence of the employee in the District.

Suspension of a classified employee for cause may be recommended by the person charged with supervisory responsibility for the employee, pending formal action by the President, Chancellor or his/her designee. The employee shall be given written notice of the cause therefor, and disciplinary action to be recommended within five (5) working days preceding the suspension. Whether the employee's pay shall continue during the period of suspension shall be in accordance with law. The District will not suspend an employee for more than 160 work hours in a single disciplinary action.

E. Notification Requirements

Any permanent employee against whom disciplinary action is initiated shall be given written notice by the President, Chancellor or his/her authorized representative. The written notice shall include:

1. Notification of the specific charge or charges against the employee.
2. Statement of the employee's right to a Skelly hearing on such charge or charges and the time within which such hearing may be requested, which shall be not less than five (5) working days after service of the notice to the employee.

Skelly Hearing

1. The employee shall be informed that s/he has the right to respond in writing to any disciplinary documents placed in his/her personnel file. In addition, the employee will be accorded his/her Skelly right to respond, either orally or in writing or both, either in person or through a representative, within ten (10) calendar days from the notice

and to a level of management who can effectively recommend that the proposed disciplinary action (suspension without pay, demotion or termination) be taken, reduced, or not taken. Prior to making a determination, the Skelly hearing officer will consider the argument, documents and other evidence presented.

2. Following the “Skelly” conference, the employee will receive a written Notice of Determination of Discipline, setting forth the allegation(s), the determination as to the proposed charges and the level of disciplinary action to be imposed, and appeal rights. The employee will be notified even if no disciplinary action is to be taken.
3. The Notice of Determination of Discipline shall notify the employee of his/her right to an evidentiary hearing. The employee or his/her representative may submit to a request to the Vice Chancellor of and Human Resources and Employee Relations within ten (10) working days after service of the Notice of Determination of Discipline. A form shall be provided to the employee with the statement of charges, the signing of which shall constitute a demand for a hearing. Failure of the employee to file a Demand for Hearing form by the date and time specified in the notice shall constitute waiver of the employee’s right to a hearing. The hearing shall be closed unless the employee submits a written request for an open hearing.

Hearing Procedure

Employees facing disciplinary action shall be entitled to a hearing. All such hearings shall be conducted by the Board of Trustees (“Board”), a subcommittee of the Board or a hearing officer appointed by the Board. The hearing shall be conducted in accordance with all applicable sections of the Education Code. The Board subcommittee or hearing officer’s findings and/or recommendation will be provided to the Board, who will make the final decision. The employee will be provided with a written copy of the decision.

F. Rights of Employee During Formal Hearing

The employee shall attend the hearing, and shall be entitled to:

1. Have representation at such hearing.
2. Compel the attendance of any reasonable number of other employees of the District to testify in the employee’s behalf.
3. Cross-examine all witnesses appearing against the employee.
4. Present such exhibits and/or other evidence pertinent to the case.
5. Argue the case on the employee’s own behalf.
6. The party attempting to substantiate charges against the employee shall be entitled to the same rights.

G. This Article is not grievable since it contains its own appeal process.

ARTICLE XXXI – LAYOFF AND REEMPLOYMENT

A. Classified employees shall be subject to layoff for lack of work or lack of funds. The order of layoff within the class shall be determined by length of service in the District. The employee who has been employed the shortest time in the class plus higher classes shall be laid off first. See Bumping Rights and Procedures. (E.C. Sections 88117, 88127.)

B. Definitions

1. Length of Service

For purposes of this section, length of service means hire date of the employee in a classified position (not temporary or substitute positions). In the event employees affected by layoff have the same date of hire, the employee with the longest total service with the District shall be considered the most senior. If a tie remains, it shall be broken by the casting of lots.

2. Classification

Classification defines groups of positions similar in duties and responsibilities within the same salary range, with substantially the same requirements of education, experience, knowledge and abilities demanded of incumbents and of applicants. Positions within the title funded from Federal or State sources may be considered as separate classes with regard to procedures described in this section.

3. Higher Class

Higher class is a class that provides a higher salary classification.

C. Layoff Procedures

1. Prior to layoff, a seniority list shall be prepared by the District Human Resources Office for the employees to review.
2. When classified employees are laid off for lack of funds, layoff shall be made in inverse order of seniority in the class in which the layoff occurs. The employee who has been employed the shortest time in class plus higher classes shall be considered to have the least seniority and, therefore, shall be laid off first.
3. The names of permanent and probationary employees thus laid off shall be placed upon the reemployment list for the class from which they were laid off. Names on the reemployment list shall be in the relative order of seniority.
4. No regular employee shall be laid off from any position while there is a substitute or temporary employee serving in a position in the

same class, unless the regular employee declines assignment to the temporary position. (No short-term or substitute employees shall be employed to perform work of laid off employees.)

5. A substitute or temporary employee shall be laid off without regard to the procedures set forth in these rules, and without reemployment rights.
6. An employee must be notified in writing by the District Human Resources Office of that employee's impending layoff at least sixty (60) days before the effective date of layoff. When classified positions must be eliminated at the end of any school year due to the expiration of a specially funded program, and classified employees will be subject to layoff for lack of funds, the employees to be laid off shall be given written notice on or before April 29, informing them of their layoff, displacement rights, if any, and reemployment rights.

D. Bumping Rights and Procedures

1. A permanent employee who is laid off from a class and who has previous service in an equal or lower class shall have the right to bump an employee with less seniority in the lower class.
2. A permanent employee who is subject to layoff for lack of work or lack of funds despite the exercising of bumping rights in order to avoid layoff, may accept a voluntary demotion to a vacant position in a lower class or transfer to an equal class, provided the employee is qualified to perform the duties thereof and provided, further, that the Board of Trustees approves the voluntary demotion. An employee who has been demoted in lieu of layoff shall be placed on that salary range of the lower class that is closest to the employee's present salary in the class from which the employee was demoted.
3. The number of assigned months of work per year shall have no bearing or effect upon bumping rights. For example, a twelve-month employee may displace a ten-month employee and vice versa.
4. A probationary employee has bumping rights in a lower class in which permanency has been established.
5. Temporary, restricted or substitute employees shall have no bumping rights.

E. Reemployment Rights (E.C. Section 88117)

1. The names of all regular classified employees who are laid off shall be placed on reemployment lists by class and in order of seniority.

2. Reemployment shall be in order of seniority, with the most senior reemployed first.
3. No new employees shall be hired in a class if eligible class members remain on reemployment lists. Regular employees who are laid off in accordance with these rules shall be eligible for reemployment for a period of thirty-nine months from the date of layoff and shall have the right to apply for promotional opportunities, and shall be reemployed in preference to any other applicant. (E.C. Section 88117.)
4. An employee who has accepted demotion or reduction in assigned time in lieu of layoff for lack of work or lack of funds shall be reemployed in accordance with the employee's seniority in the former class. (E.C. Section 88117.) Intervening reassignment to other classes shall not abrogate that right.
5. An employee reemployed from a layoff list shall be fully restored to his/her position with all rights to permanent status restored.
6. Acceptance of Substitute or Short-Term Employment:
 - a. The District shall attempt to provide substitute or short-term employment to those on a reemployment list in accordance with their seniority.
 - b. An employee who has been laid off for lack of work or lack of funds and who is on a layoff reemployment list, may be employed as a substitute or short-term employee in any class for which the employee qualified, and such employment shall in no manner jeopardize or otherwise affect the employee's status or eligibility for reemployment.
 - c. Refusal of an offer of temporary or substitute employment shall not affect the standing of any employee on a layoff list.

F. Negotiations

In the event of layoff, CSEA and the District will negotiate with regard to possible effects thereof including, but not limited to, severance pay and retraining of affected employees.

G. Appeal Procedure

This Article is not subject to the grievance procedure contained in this Agreement. Individual or group appeals regarding this Article shall be addressed in the following manner:

1. The appeal shall first be presented to the management employee having direct responsibility over the work of the employee(s) involved. The appeal must be presented to the management employee within ten (10) calendar days after the date of the act or omission giving rise to the appeal or within ten (10) calendar days after which the employee should have known of the act or omission giving rise to the appeal.

2. If a satisfactory resolution cannot be achieved, or if the problem would be exacerbated by such a meeting, an appointment should be requested with the next person in the line of responsibility within the same time frame.
3. If the problem remains unresolved, the employee has ten (10) calendar days after presentation of the appeal in step (a) or (b) to request a meeting with the Vice Chancellor, Human Resources and Employee Relations, who will, if necessary, convene a panel to attempt to bring about a resolution of the problem.
4. If the problem is not resolved at level (c), it can be appealed to the President, for College employees, or the Chancellor, for District employees, and ultimately appealed to the Board of Trustees. Any appeals must be filed within ten (10) calendar days of the date of the decision in the prior step, unless the parties agree in writing to an extension of time.

Exhibit A**Riverside Community College District***Classified Structure (Hourly)**For the 2015-2016 Fiscal Year**Effective July 1, 2015*

					Market	Longevity			
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	LS-1	LS-2	LS-3	LS-4
A	15.39	16.16	16.98	17.83	18.73	19.20	19.67	20.16	20.67
B	15.93	16.73	17.58	18.46	19.39	19.88	20.38	20.88	21.40
C	16.47	17.30	18.17	19.08	20.05	20.55	21.07	21.59	22.14
D	17.13	17.99	18.90	19.86	20.84	21.38	21.91	22.45	23.01
E	18.01	18.91	19.86	20.86	21.92	22.46	23.03	23.60	24.19
F	18.83	19.79	20.78	21.83	22.93	23.50	24.08	24.69	25.30
G	19.74	20.73	21.78	22.87	24.02	24.63	25.24	25.87	26.52
H	20.78	21.83	22.93	24.08	25.30	25.93	26.59	27.25	27.92
I	21.74	22.83	23.98	25.19	26.46	27.12	27.80	28.49	29.21
J	22.69	23.84	25.04	26.30	27.63	28.32	29.03	29.76	30.50
K	23.75	24.95	26.20	27.52	28.91	29.64	30.38	31.13	31.90
L	25.16	26.42	27.77	29.16	30.64	31.40	32.18	32.99	33.81
M	26.18	27.49	28.88	30.33	31.86	32.65	33.47	34.30	35.17
N	27.35	28.72	30.17	31.69	33.29	34.13	34.97	35.85	36.75
O	28.49	29.93	31.44	33.02	34.70	35.56	36.44	37.35	38.29
P	29.86	31.37	32.95	34.62	36.36	37.26	38.20	39.16	40.13
Q	31.39	32.97	34.63	36.38	38.22	39.17	40.15	41.15	42.18
R	33.05	34.73	36.46	38.30	40.23	41.24	42.27	43.33	44.41
S	34.80	36.55	38.40	40.34	42.36	43.43	44.52	45.62	46.77
T	36.81	38.67	40.62	42.67	44.82	45.94	47.08	48.27	49.47
U	38.74	40.68	42.74	44.89	47.15	48.34	49.54	50.78	52.05
V	40.78	42.84	45.00	47.27	49.66	50.89	52.16	53.47	54.81

1. The rules of computing the salary amounts are as follows:
 - a. Each salary step, 1 through 5, shall increase by 5%. A change in step placement through step 5 shall be provided annually to employees on their anniversary date.
2. The month in which a change of salary step placement is effective shall be in accordance with the provisions of Section II, 100, of the Classified Employees Handbook.
3. Eligibility for longevity steps shall be as follows:
 - a. Employees who have completed 10 years of service in the District shall be eligible for Step LS-1.
Such step to be 2 1/2% above step 5.
 - b. Employees who have completed 14 years of service in the District shall be eligible for LS-2.
Such step to be 2 1/2% above LS-1.
 - c. Employees who have completed 19 years of service in the District shall be eligible for Step LS-3.
Such step to be 2 1/2% above LS-2.
 - d. Employees who have completed 25 years of service in the District shall be eligible for Step LS-4.
Such step to be 2 1/2% above LS-3.

Approved on June 16, 2015 by the Board of Trustees

Exhibit B**Riverside Community College District***Classified Structure (Monthly)**For the 2015-2016 Fiscal Year**Effective July 1, 2015*

					Market	Longevity			
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	LS-1	LS-2	LS-3	LS-4
A	2,667	2,801	2,943	3,091	3,247	3,328	3,410	3,495	3,583
B	2,761	2,900	3,047	3,199	3,361	3,445	3,532	3,619	3,710
C	2,854	2,998	3,150	3,308	3,475	3,562	3,652	3,743	3,838
D	2,970	3,118	3,276	3,442	3,613	3,705	3,798	3,892	3,989
E	3,121	3,278	3,443	3,616	3,799	3,893	3,991	4,090	4,193
F	3,263	3,430	3,601	3,783	3,974	4,073	4,174	4,279	4,386
G	3,421	3,593	3,775	3,964	4,164	4,269	4,374	4,484	4,597
H	3,602	3,784	3,975	4,174	4,385	4,494	4,608	4,723	4,840
I	3,768	3,957	4,157	4,366	4,587	4,701	4,819	4,939	5,063
J	3,933	4,132	4,340	4,558	4,789	4,909	5,032	5,158	5,286
K	4,116	4,324	4,542	4,770	5,011	5,137	5,265	5,396	5,530
L	4,361	4,580	4,813	5,055	5,310	5,442	5,578	5,718	5,860
M	4,537	4,764	5,006	5,257	5,522	5,660	5,801	5,946	6,096
N	4,740	4,978	5,230	5,492	5,770	5,916	6,062	6,214	6,370
O	4,939	5,188	5,449	5,724	6,014	6,164	6,317	6,474	6,637
P	5,175	5,437	5,711	6,000	6,302	6,458	6,622	6,787	6,955
Q	5,440	5,714	6,003	6,306	6,624	6,789	6,959	7,133	7,311
R	5,728	6,019	6,320	6,639	6,973	7,148	7,327	7,511	7,698
S	6,032	6,336	6,656	6,992	7,343	7,527	7,716	7,908	8,106
T	6,381	6,703	7,041	7,396	7,768	7,962	8,161	8,366	8,575
U	6,714	7,051	7,408	7,781	8,173	8,378	8,587	8,802	9,021
V	7,068	7,425	7,800	8,193	8,607	8,820	9,041	9,268	9,500

1. The rules of computing the salary amounts are as follows:
 - a. Each salary step, 1 through 5, shall increase by 5%. A change in step placement through step 5 shall be provided annually to employees on their anniversary date.

2. The month in which a change of salary step placement is effective shall be in accordance with the provisions of Section II, 100, of the Classified Employees Handbook.

3. Eligibility for longevity steps shall be as follows:
 - a. Employees who have completed 10 years of service in the District shall be eligible for Step LS-1.
Such step to be 2 1/2% above step 5.
 - b. Employees who have completed 14 years of service in the District shall be eligible for LS-2.
Such step to be 2 1/2% above LS-1.
 - c. Employees who have completed 19 years of service in the District shall be eligible for Step LS-3.
Such step to be 2 1/2% above LS-2.
 - d. Employees who have completed 25 years of service in the District shall be eligible for Step LS-4.
Such step to be 2 1/2% above LS-3.

Approved on June 16, 2015 by the Board of Trustees

Exhibit C

Riverside Community College District

Classified Structure (Annual)

For the 2015-2016 Fiscal Year

Effective July 1, 2015

					Market	Longevity			
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	LS-1	LS-2	LS-3	LS-4
A	32,004	33,612	35,316	37,092	38,964	39,936	40,920	41,940	42,996
B	33,132	34,800	36,564	38,388	40,332	41,340	42,384	43,428	44,520
C	34,248	35,976	37,800	39,696	41,700	42,744	43,824	44,916	46,056
D	35,640	37,416	39,312	41,304	43,356	44,460	45,576	46,704	47,868
E	37,452	39,336	41,316	43,392	45,588	46,716	47,892	49,080	50,316
F	39,156	41,160	43,212	45,396	47,688	48,876	50,088	51,348	52,632
G	41,052	43,116	45,300	47,568	49,968	51,228	52,488	53,808	55,164
H	43,224	45,408	47,700	50,088	52,620	53,928	55,296	56,676	58,080
I	45,216	47,484	49,884	52,392	55,044	56,412	57,828	59,268	60,756
J	47,196	49,584	52,080	54,696	57,468	58,908	60,384	61,896	63,432
K	49,392	51,888	54,504	57,240	60,132	61,644	63,180	64,752	66,360
L	52,332	54,960	57,756	60,660	63,720	65,304	66,936	68,616	70,320
M	54,444	57,168	60,072	63,084	66,264	67,920	69,612	71,352	73,152
N	56,880	59,736	62,760	65,904	69,240	70,992	72,744	74,568	76,440
O	59,268	62,256	65,388	68,688	72,168	73,968	75,804	77,688	79,644
P	62,100	65,244	68,532	72,000	75,624	77,496	79,464	81,444	83,460
Q	65,280	68,568	72,036	75,672	79,488	81,468	83,508	85,596	87,732
R	68,736	72,228	75,840	79,668	83,676	85,776	87,924	90,132	92,376
S	72,384	76,032	79,872	83,904	88,116	90,324	92,592	94,896	97,272
T	76,572	80,436	84,492	88,752	93,216	95,544	97,932	100,392	102,900
U	80,568	84,612	88,896	93,372	98,076	100,536	103,044	105,624	108,252
V	84,816	89,100	93,600	98,316	103,284	105,840	108,492	111,216	114,000

1. The rules of computing the salary amounts are as follows:
 - a. Each salary step, 1 through 5, shall increase by 5%. A change in step placement through step 5 shall be provided annually to employees on their anniversary date.

2. The month in which a change of salary step placement is effective shall be in accordance with the provisions of Section II, 100, of the Classified Employees Handbook.

3. Eligibility for longevity steps shall be as follows:
 - a. Employees who have completed 10 years of service in the District shall be eligible for Step LS-1.
Such step to be 2 1/2% above step 5.
 - b. Employees who have completed 14 years of service in the District shall be eligible for LS-2.
Such step to be 2 1/2% above LS-1.
 - c. Employees who have completed 19 years of service in the District shall be eligible for Step LS-3.
Such step to be 2 1/2% above LS-2.
 - d. Employees who have completed 25 years of service in the District shall be eligible for Step LS-4.
Such step to be 2 1/2% above LS-3.

EXHIBIT D**Riverside Community College District***Assignment of Classes to Salary Ranges for Classified Employees**Effective July 1, 2009*

Job Description Title	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
Learning Center Assistant	A	32,004	33,612	35,316	37,092	38,964
Admissions and Records Operations Assistant	C	34,248	35,976	37,800	39,696	41,700
College Receptionist	C	34,248	35,976	37,800	39,696	41,700
Community Service Aide I	C	34,248	35,976	37,800	39,696	41,700
Custodian	C	34,248	35,976	37,800	39,696	41,700
Food Service I	C	34,248	35,976	37,800	39,696	41,700
Gymnasium Attendant	C	34,248	35,976	37,800	39,696	41,700
Information Support/Operator	C	34,248	35,976	37,800	39,696	41,700
Instructional Media Aide	D	35,640	37,416	39,312	41,304	43,356
Warehouse Assistant	D	35,640	37,416	39,312	41,304	43,356
Accounting Clerk	E	37,452	39,336	41,316	43,392	45,588
Administrative Assistant I	E	37,452	39,336	41,316	43,392	45,588
Capital Asset Inventory Technician	E	37,452	39,336	41,316	43,392	45,588
Clerk Typist	E	37,452	39,336	41,316	43,392	45,588
Computer Technician	E	37,452	39,336	41,316	43,392	45,588
Copy Center Operator	E	37,452	39,336	41,316	43,392	45,588
Cosmetology Clerk	E	37,452	39,336	41,316	43,392	45,588
Counseling Clerk I	E	37,452	39,336	41,316	43,392	45,588
Customer Service Clerk	E	37,452	39,336	41,316	43,392	45,588
Enrollment Services Assistant	E	37,452	39,336	41,316	43,392	45,588
Fire Technology Program Assistant	E	37,452	39,336	41,316	43,392	45,588
Floor Crew	E	37,452	39,336	41,316	43,392	45,588
Grounds person	E	37,452	39,336	41,316	43,392	45,588
Library Clerk I	E	37,452	39,336	41,316	43,392	45,588
Parking Administrative Clerk	E	37,452	39,336	41,316	43,392	45,588
Purchasing Clerk	E	37,452	39,336	41,316	43,392	45,588
Senior Custodian	E	37,452	39,336	41,316	43,392	45,588
Support Services Specialist Aide	E	37,452	39,336	41,316	43,392	45,588
Theater Box Office Assistant	E	37,452	39,336	41,316	43,392	45,588
Athletic Field Caretaker	F	39,156	41,160	43,212	45,396	47,688
Food Service III	F	39,156	41,160	43,212	45,396	47,688
Medical Office Receptionist	F	39,156	41,160	43,212	45,396	47,688

Exhibit D

Job Description Title	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
Senior Groundsperson	F	39,156	41,160	43,212	45,396	47,688
Swimming Pool Caretaker	F	39,156	41,160	43,212	45,396	47,688
Accounts Payable Clerk	G	41,052	43,116	45,300	47,568	49,968
Administrative Assistant II	G	41,052	43,116	45,300	47,568	49,968
Assistant Cashier/Clerk	G	41,052	43,116	45,300	47,568	49,968
Athletic Equipment Manager	G	41,052	43,116	45,300	47,568	49,968
Auxiliary Business Services Clerk	G	41,052	43,116	45,300	47,568	49,968
Background Investigator	G	41,052	43,116	45,300	47,568	49,968
Cashier/Clerk	G	41,052	43,116	45,300	47,568	49,968
Cellular Account Clerk	G	41,052	43,116	45,300	47,568	49,968
College Safety & Police Dispatch	G	41,052	43,116	45,300	47,568	49,968
Community Education Clerk	G	41,052	43,116	45,300	47,568	49,968
Community Service Coordinator	G	41,052	43,116	45,300	47,568	49,968
Computer Laboratory Assistant	G	41,052	43,116	45,300	47,568	49,968
Cosmetology Operations Assistant	G	41,052	43,116	45,300	47,568	49,968
Cosmetology Receptionist/ Cashier	G	41,052	43,116	45,300	47,568	49,968
Counseling Clerk II	G	41,052	43,116	45,300	47,568	49,968
Culinary Laboratory Assistant	G	41,052	43,116	45,300	47,568	49,968
Document Services Technician	G	41,052	43,116	45,300	47,568	49,968
Library Clerk II	G	41,052	43,116	45,300	47,568	49,968
Mailroom Coordinator	G	41,052	43,116	45,300	47,568	49,968
Maintenance Helper	G	41,052	43,116	45,300	47,568	49,968
Police Records Clerk	G	41,052	43,116	45,300	47,568	49,968
Revenue/Accounts Receivable Clerk	G	41,052	43,116	45,300	47,568	49,968
Senior Tool Room Attendant	G	41,052	43,116	45,300	47,568	49,968
Student Activities Clerk	G	41,052	43,116	45,300	47,568	49,968
Student Financial Services Support Specialist	G	41,052	43,116	45,300	47,568	49,968
Telephone Systems Account Clerk	G	41,052	43,116	45,300	47,568	49,968
Theater Box Office Specialist	G	41,052	43,116	45,300	47,568	49,968
Tutorial Services Clerk	G	41,052	43,116	45,300	47,568	49,968
Auxiliary Business Services Specialist	H	43,224	45,408	47,700	50,088	52,620
Financial Aid Advisor	H	43,224	45,408	47,700	50,088	52,620
Nursing Skills Laboratory Technician	H	43,224	45,408	47,700	50,088	52,620
Sprinkler Repair Person	H	43,224	45,408	47,700	50,088	52,620
Support Center Technician	H	43,224	45,408	47,700	50,088	52,620

Exhibit D

Job Description Title	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
Accounts Payable Specialist	I	45,216	47,484	49,884	52,392	55,044
Administrative Assistant III	I	45,216	47,484	49,884	52,392	55,044
Assistant to the Coordinator, International Education Program	I	45,216	47,484	49,884	52,392	55,044
Auditorium Specialist	I	45,216	47,484	49,884	52,392	55,044
Business Development Assistant	I	45,216	47,484	49,884	52,392	55,044
CalWorks Specialist	I	45,216	47,484	49,884	52,392	55,044
Counseling Clerk III	I	45,216	47,484	49,884	52,392	55,044
Dental Education Center Administrative Assistant	I	45,216	47,484	49,884	52,392	55,044
Facilities Utilization Specialist	I	45,216	47,484	49,884	52,392	55,044
Food Service IV	I	45,216	47,484	49,884	52,392	55,044
Grants Administrative Specialist	I	45,216	47,484	49,884	52,392	55,044
Help Desk Support Technician	I	45,216	47,484	49,884	52,392	55,044
Journalism Program Support Specialist	I	45,216	47,484	49,884	52,392	55,044
Library Catalog Clerk	I	45,216	47,484	49,884	52,392	55,044
Library Operations Assistant	I	45,216	47,484	49,884	52,392	55,044
Library Technical Assistant I	I	45,216	47,484	49,884	52,392	55,044
Maintenance Mechanic - Painter	I	45,216	47,484	49,884	52,392	55,044
Medical Administrative Assistant	I	45,216	47,484	49,884	52,392	55,044
Nursing Enrollment Technician	I	45,216	47,484	49,884	52,392	55,044
Outreach and Recruitment Services Specialist	I	45,216	47,484	49,884	52,392	55,044
Photo Lab Assistant	I	45,216	47,484	49,884	52,392	55,044
Revenue/Accounts Receivable Specialist	I	45,216	47,484	49,884	52,392	55,044
Safety & Police Dispatch Coordinator	I	45,216	47,484	49,884	52,392	55,044
Student Accounts Specialist	I	45,216	47,484	49,884	52,392	55,044
Theater Sound Specialist	I	45,216	47,484	49,884	52,392	55,044
Chief Photographer	J	47,196	49,584	52,080	54,696	57,468
Grounds Equipment Repairperson/Operator	J	47,196	49,584	52,080	54,696	57,468
Library Technical Assistant II	J	47,196	49,584	52,080	54,696	57,468

Exhibit D

Job Description Title	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
Nursing Simulation Laboratory Assistant	J	47,196	49,584	52,080	54,696	57,468
Senior Financial Aid Advisor	J	47,196	49,584	52,080	54,696	57,468
Student Financial Services Account Specialist	J	47,196	49,584	52,080	54,696	57,468
Student Financial Services Outreach Specialist	J	47,196	49,584	52,080	54,696	57,468
Student Services Specialist	J	47,196	49,584	52,080	54,696	57,468
Student Services Technician	J	47,196	49,584	52,080	54,696	57,468
Academic Evaluations Specialist	K	49,392	51,888	54,504	57,240	60,132
Accounting Services Clerk	K	49,392	51,888	54,504	57,240	60,132
Administrative Assistant IV	K	49,392	51,888	54,504	57,240	60,132
Assistant to Coordinator, Upward Bound	K	49,392	51,888	54,504	57,240	60,132
Business Development Administrative Specialist	K	49,392	51,888	54,504	57,240	60,132
Computer Laboratory Specialist	K	49,392	51,888	54,504	57,240	60,132
Culinary Program Specialist	K	49,392	51,888	54,504	57,240	60,132
District Campaign Specialist	K	49,392	51,888	54,504	57,240	60,132
Document Services Coordinator	K	49,392	51,888	54,504	57,240	60,132
Document Services Coordinator (Evening)	K	49,392	51,888	54,504	57,240	60,132
Economic Development Assistant	K	49,392	51,888	54,504	57,240	60,132
Employment Placement Coordinator	K	49,392	51,888	54,504	57,240	60,132
EOPS Specialist	K	49,392	51,888	54,504	57,240	60,132
EOPS/CARE Specialist	K	49,392	51,888	54,504	57,240	60,132
Facilities Administrative and Utilization Specialist	K	49,392	51,888	54,504	57,240	60,132
Facilities Planning Specialist/Accounting	K	49,392	51,888	54,504	57,240	60,132
Facilities Planning Specialist/Support Services	K	49,392	51,888	54,504	57,240	60,132
Foundation Administrative Technician	K	49,392	51,888	54,504	57,240	60,132
Foundation Specialist	K	49,392	51,888	54,504	57,240	60,132
Health Services Specialist	K	49,392	51,888	54,504	57,240	60,132
Instructional Department Specialist	K	49,392	51,888	54,504	57,240	60,132

Exhibit D

Job Description Title	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
Instructional Department Specialist/Senior Citizen Education Program Coordinator	K	49,392	51,888	54,504	57,240	60,132
Instructional Media Assistant	K	49,392	51,888	54,504	57,240	60,132
Instructional Support Specialist	K	49,392	51,888	54,504	57,240	60,132
Internet Communications Specialist	K	49,392	51,888	54,504	57,240	60,132
Job Placement Technician	K	49,392	51,888	54,504	57,240	60,132
Laboratory Technician I	K	49,392	51,888	54,504	57,240	60,132
Maintenance Mechanic - Carpenter	K	49,392	51,888	54,504	57,240	60,132
Maintenance Mechanic - Locksmith	K	49,392	51,888	54,504	57,240	60,132
Nursing Enrollment Evaluations Specialist	K	49,392	51,888	54,504	57,240	60,132
Nursing Simulation Laboratory Specialist	K	49,392	51,888	54,504	57,240	60,132
Occupational Education Assistant	K	49,392	51,888	54,504	57,240	60,132
Outreach Specialist	K	49,392	51,888	54,504	57,240	60,132
Outreach Specialist/Upward Bound	K	49,392	51,888	54,504	57,240	60,132
Printing & Graphics Center Coordinator	K	49,392	51,888	54,504	57,240	60,132
Production Graphic Designer	K	49,392	51,888	54,504	57,240	60,132
Production Printer	K	49,392	51,888	54,504	57,240	60,132
Properties Outreach Specialist	K	49,392	51,888	54,504	57,240	60,132
Purchasing Specialist	K	49,392	51,888	54,504	57,240	60,132
Reading Paraprofessional	K	49,392	51,888	54,504	57,240	60,132
Student Employment Personnel Specialist	K	49,392	51,888	54,504	57,240	60,132
Student Success Specialist	K	49,392	51,888	54,504	57,240	60,132
Support Services Specialist	K	49,392	51,888	54,504	57,240	60,132
Television Studio Technician	K	49,392	51,888	54,504	57,240	60,132
Theater Box Office Coordinator	K	49,392	51,888	54,504	57,240	60,132
Upward Bound Program Assistant	K	49,392	51,888	54,504	57,240	60,132
Adaptive Technology Specialist	L	52,332	54,960	57,756	60,660	63,720

Exhibit D

Job Description Title	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
Art Gallery Coordinator/ Curator	L	52,332	54,960	57,756	60,660	63,720
Distance Education Support Specialist	L	52,332	54,960	57,756	60,660	63,720
Interpreter Specialist	L	52,332	54,960	57,756	60,660	63,720
Maintenance Mechanic	L	52,332	54,960	57,756	60,660	63,720
Maintenance Mechanic - Electrician	L	52,332	54,960	57,756	60,660	63,720
Maintenance Mechanic - Equipment Repair	L	52,332	54,960	57,756	60,660	63,720
Maintenance Mechanic - General	L	52,332	54,960	57,756	60,660	63,720
Maintenance Mechanic - HVAC	L	52,332	54,960	57,756	60,660	63,720
Maintenance Mechanic - Plumber/Boiler Repair	L	52,332	54,960	57,756	60,660	63,720
Maintenance Mechanic - Specialty Electronics	L	52,332	54,960	57,756	60,660	63,720
Senior Interpreter	L	52,332	54,960	57,756	60,660	63,720
Student Resource Specialist	L	52,332	54,960	57,756	60,660	63,720
Veterans Services Technician	L	52,332	54,960	57,756	60,660	63,720
Assessment Specialist	M	54,444	57,168	60,072	63,084	66,264
Auxiliary Business Services Bookkeeper	M	54,444	57,168	60,072	63,084	66,264
Clinical Licensed Vocational Nurse	M	54,444	57,168	60,072	63,084	66,264
Dance Accompanist	M	54,444	57,168	60,072	63,084	66,264
Disability Specialist	M	54,444	57,168	60,072	63,084	66,264
Disability Specialist/Work- ability III	M	54,444	57,168	60,072	63,084	66,264
Disabled Student Services Specialist	M	54,444	57,168	60,072	63,084	66,264
Educational Advisor	M	54,444	57,168	60,072	63,084	66,264
Educational Technologies Trainer	M	54,444	57,168	60,072	63,084	66,264
Facility Access & Utilization Coordinator	M	54,444	57,168	60,072	63,084	66,264
Instructional Media Technician	M	54,444	57,168	60,072	63,084	66,264
Instructional Media/ Broadcast Technician	M	54,444	57,168	60,072	63,084	66,264
Instructional Production Specialist	M	54,444	57,168	60,072	63,084	66,264

Exhibit D

Job Description Title	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
Instructional Program Support Coordinator	M	54,444	57,168	60,072	63,084	66,264
Instructional Support Coordinator	M	54,444	57,168	60,072	63,084	66,264
Instructional Technology Specialist	M	54,444	57,168	60,072	63,084	66,264
International Students & Program Specialist	M	54,444	57,168	60,072	63,084	66,264
Matriculation Specialist	M	54,444	57,168	60,072	63,084	66,264
Media Services Repair Technician	M	54,444	57,168	60,072	63,084	66,264
MESA Program Coordinator	M	54,444	57,168	60,072	63,084	66,264
Multi-Media Graphic Artist	M	54,444	57,168	60,072	63,084	66,264
Music Accompanist/Assistant	M	54,444	57,168	60,072	63,084	66,264
Music Specialist	M	54,444	57,168	60,072	63,084	66,264
Outreach/Middle College High School Coordinator	M	54,444	57,168	60,072	63,084	66,264
Piano Accompanist	M	54,444	57,168	60,072	63,084	66,264
Piano Accompanist (Music)	M	54,444	57,168	60,072	63,084	66,264
Piano Accompanist (Theater)	M	54,444	57,168	60,072	63,084	66,264
Production Printing Specialist	M	54,444	57,168	60,072	63,084	66,264
Senior Academic Evaluations Specialist	M	54,444	57,168	60,072	63,084	66,264
Senior Applied Technologist	M	54,444	57,168	60,072	63,084	66,264
STEM Services Developer	M	54,444	57,168	60,072	63,084	66,264
Student Financial Services Analyst	M	54,444	57,168	60,072	63,084	66,264
Supplemental Instructional Coordinator	M	54,444	57,168	60,072	63,084	66,264
Telephone Systems Account Specialist	M	54,444	57,168	60,072	63,084	66,264
Theater Scenic Specialist	M	54,444	57,168	60,072	63,084	66,264
Tutorial Services Technician	M	54,444	57,168	60,072	63,084	66,264
Web Applications Technician	M	54,444	57,168	60,072	63,084	66,264
Accounting Technician	N	56,880	59,736	62,760	65,904	69,240
Applications Support Technician	N (M)	56,880	59,736	62,760	65,904	69,240
Casualty Claims Coordinator	N	56,880	59,736	62,760	65,904	69,240
Emancipation Coach	N	56,880	59,736	62,760	65,904	69,240
Instructional Media Support Coordinator	N	56,880	59,736	62,760	65,904	69,240
Library Systems Coordinator	N	56,880	59,736	62,760	65,904	69,240

Exhibit D

Job Description Title	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
Microcomputer Support Specialist	N (M)	56,880	59,736	62,760	65,904	69,240
Microcomputer Support Technician	N (K)	56,880	59,736	62,760	65,904	69,240
Multi-Media Graphic Artist/ Web Technician	N	56,880	59,736	62,760	65,904	69,240
Network Support Specialist	N	56,880	59,736	62,760	65,904	69,240
Officer, Safety & Police	N	56,880	59,736	62,760	65,904	69,240
Public Affairs and Marketing Specialist	N	56,880	59,736	62,760	65,904	69,240
Television Production Studio Specialist	N	56,880	59,736	62,760	65,904	69,240
Veterans Services Specialist	N	56,880	59,736	62,760	65,904	69,240
Adaptive Technology- Alternative Media Support Coordinator	O	59,268	62,256	65,388	68,688	72,168
Budget Analyst	O	59,268	62,256	65,388	68,688	72,168
Cablecast/Satellite Specialist	O	59,268	62,256	65,388	68,688	72,168
Certified Athletic Trainer	O	59,268	62,256	65,388	68,688	72,168
Chemistry Laboratory Coordinator	O	59,268	62,256	65,388	68,688	72,168
College Nurse	O	59,268	62,256	65,388	68,688	72,168
Information Technology Analyst	O	59,268	62,256	65,388	68,688	72,168
Institutional Research Specialist	O	59,268	62,256	65,388	68,688	72,168
Laboratory Technician II	O	59,268	62,256	65,388	68,688	72,168
Library/IMC Operations Coordinator	O	59,268	62,256	65,388	68,688	72,168
Matriculation Program Assistant	O	59,268	62,256	65,388	68,688	72,168
Multi-Media Operations Specialist	O	59,268	62,256	65,388	68,688	72,168
Outreach/Passport to College Coordinator	O	59,268	62,256	65,388	68,688	72,168
Placement and Tutorial Services Coordinator	O	59,268	62,256	65,388	68,688	72,168
Placement Coordinator	O	59,268	62,256	65,388	68,688	72,168
Procurement Specialist	O	59,268	62,256	65,388	68,688	72,168
Production Coordinator	O	59,268	62,256	65,388	68,688	72,168
Senior Graphics Designer	O	59,268	62,256	65,388	68,688	72,168
STEM Student Success Center Coordinator	O	59,268	62,256	65,388	68,688	72,168

Exhibit D

Job Description Title	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
Student Financial Services Lead Analyst	O	59,268	62,256	65,388	68,688	72,168
Student Support Services Site Coordinator	O	59,268	62,256	65,388	68,688	72,168
Tutorial Services Specialist	O	59,268	62,256	65,388	68,688	72,168
Upward Bound Coordinator	O	59,268	62,256	65,388	68,688	72,168
Veterans Services Coordinator	O	59,268	62,256	65,388	68,688	72,168
Career and Technical Education Specialist	P	62,100	65,244	68,532	72,000	75,624
Community Relations Specialist	P	62,100	65,244	68,532	72,000	75,624
Financial and Technical Analyst	P	62,100	65,244	68,532	72,000	75,624
Grants Specialist	P	62,100	65,244	68,532	72,000	75,624
Library Network/Web Development	P	62,100	65,244	68,532	72,000	75,624
Library Systems/Network Coordinator	P	62,100	65,244	68,532	72,000	75,624
Network Specialist	P	62,100	65,244	68,532	72,000	75,624
Network Specialist (Data)	P	62,100	65,244	68,532	72,000	75,624
Network Specialist (Server Administrator)	P	62,100	65,244	68,532	72,000	75,624
Network Specialist (Telecommunications)	P	62,100	65,244	68,532	72,000	75,624
Network Specialist (Wireless LAN)	P	62,100	65,244	68,532	72,000	75,624
Programmer Developer	P	62,100	65,244	68,532	72,000	75,624
Senior Officer, Safety & Police	P	62,100	65,244	68,532	72,000	75,624
Student Financial Services Officer	P	62,100	65,244	68,532	72,000	75,624
Designer Technical Director	Q	65,280	68,568	72,036	75,672	79,488
Instructional Media/Broadcast Coordinator	Q	65,280	68,568	72,036	75,672	79,488
Public Affairs Officer	Q	65,280	68,568	72,036	75,672	79,488
Assessment Testing Coordinator	R	68,736	72,228	75,840	79,668	83,676
Grants Writer	R	68,736	72,228	75,840	79,668	83,676
Network & Communications Specialist	R	68,736	72,228	75,840	79,668	83,676
Network Specialist - Data Systems Security	R	68,736	72,228	75,840	79,668	83,676
Network Specialist - Infrastructure Management	R	68,736	72,228	75,840	79,668	83,676

Exhibit D

Job Description Title	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
Project Manager	R	68,736	72,228	75,840	79,668	83,676
Senior Public Affairs Officer	R	68,736	72,228	75,840	79,668	83,676
User Support Coordinator	R	68,736	72,228	75,840	79,668	83,676
Web Applications Developer	R	68,736	72,228	75,840	79,668	83,676
Analyst/Programmer	S (P)	72,384	76,032	79,872	83,904	88,116
Business Systems Analyst	T	76,572	80,436	84,492	88,752	93,216
Planner, Capital and Facilities	T	76,572	80,436	84,492	88,752	93,216
Systems Administrator	U	80,568	84,612	88,896	93,372	98,076

Exhibit D

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
RIVERSIDE COMMUNITY COLLEGE CLASSIFIED EMPLOYEES
CHAPTER #535, CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION**

MEMORANDUM OF AGREEMENT

Re: Work Release Program

This AGREEMENT is made and entered into this 23rd day of April, 1997, by and between the Riverside Community College District (hereinafter called the "District"), and the Riverside Community College Classified Employees, Chapter #535, CSEA, (hereinafter called the "Association").

WHEREAS the District has an interest in being considered a member in good standing within those communities which it serves; and

WHEREAS the District can assist its communities by providing participants in the County's Work Release Program with the opportunity of fulfilling their obligations through public service; and

WHEREAS the District and the Association previously had established an oral understanding regarding the nature of the work to be performed by Work Release Program participants; and

WHEREAS the District and the Association now wish to establish written guidelines relative to the work assigned to those in the Work Release Program;

NOW, THEREFORE, BE IT RESOLVED THAT THE PARTIES HERETO AGREE AS FOLLOWS WITH RESPECT TO THE WORK ASSIGNED TO WORK RELEASE PROGRAM PARTICIPANTS:

1. Work release participants will not be supervised by bargaining unit employees. However, the District's Work Release Program supervisor may issue work assignments through bargaining unit employees. Issues and concerns of a supervisory nature shall be referred by bargaining unit employees to the District's Work Release Program supervisor.
2. Work release participants will not be allowed to drive District vehicles.

3. Work release participants will not engage in regular bargaining unit work. Allowable tasks include:
 - a. Assisting Facilities staff in cleanup after major events;
 - b. Cleaning streets and parking lots (e.g., sweeping curbs, picking up debris, etcetera);
 - c. Washing District vehicles;
 - d. Weeding non-landscaped areas and assisting Grounds staff in planting ground cover to alleviate and eliminate work loads in unlandscaped areas;
 - e. Digging ditches, picking up and loading branches, and raking and picking up piles of debris;
 - f. Cleaning District facilities made available to work release participants (e.g., restrooms, eating areas, etcetera) following work release use; and
 - g. Painting and striping curbs in parking lots.
4. Work release participants will use power equipment only on a limited basis and only to facilitate their efforts in performing the tasks identified above.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS
CHAPTER 535 (CSEA)**

MEMORANDUM OF UNDERSTANDING

The Riverside Community College District (hereinafter "District") and the California School Employees Association and its Chapter 535 (hereinafter "CSEA") agree to a Classification and Compensation (salary) study as follows:

1. The parties will mutually agree on the selection of the consultant to complete the study.
2. The study will be conducted during the 2015-16 fiscal year with implementation of the new job descriptions and salary schedule, as negotiated by the parties, effective July 1, 2016.
3. The districts to be surveyed shall include:
 - a. Chaffey Community College District
 - b. Citrus Community College District
 - c. Long Beach City College District
 - d. Mt. San Antonio College District
 - e. Orange Coast Community College District (North)
 - f. South Orange County Community College District
 - g. Victor Valley Community College District
 - h. San Bernardino Valley College
 - i. Mt. San Jacinto College
4. In the event a large enough pool is not found in which to compare a position (a "pool" is defined as four districts), other Southern California community college districts other than those listed above shall be utilized.
5. Positions shall be deemed comparable if such position contains at least 75% of the duties and responsibilities (including experience and education) as identified in the current job descriptions and/or job questionnaires completed by unit members.
6. The parties will meet to negotiate the implementation of the study once the study is complete.
7. The parties agree that any changes to salary must be negotiated.

RCC Police Overtime Procedure

All overtime assignments will be designated as, “Overtime Opportunities” and “Overtime Assignments” we will no longer use any other terms when announcing overtime opportunities. In the past, other words were used to announce overtime opportunities and they were confusing. If you are given an overtime assignment, you will receive notice of the assignment along with the scheduled date, time and the amount of hours authorized for the assignment/opportunity.

1. **Seniority List:** An official RCCD seniority list has been developed and confirmed through Human Resources (list available upon request). Senior Officers or Sergeants scheduling overtime assignments shall use only the official list for overtime opportunities. The list shall be used for all planned overtime, vacations/coverage needs, call offs (with sufficient advance notice), planned events and holidays.
2. **Overtime Procedure:** Prior to the beginning of each month, when planned overtime is available, the Senior Police Officer (SPO) in charge of scheduling will notify all police personnel via e-mail of the available overtime assignments. The SPO will indicate a “reply by date” on the email for those officers interested in the assignment. A non-reply by email by the reply date will indicate a waiver of an officer’s interest in the assignment. Those officers who request the assignment will be given their selection based on the seniority list. An overtime tracking report will be used showing the order of seniority, those who accept an assignment, those who denied the assignment, and those who failed to reply by email.

Example #1 Overtime for October 2014:

Saturday, Oct. 4, 8am-4pm Riverside College

Sunday, Oct. 5, 3pm-11pm Norco College

Monday, Oct 6, 2pm–10pm Moreno College

Listed above are the available overtime assignments for the month of October. Using the seniority list, the first officer with the most seniority will be offered his/her choice of any single assignment listed above. In this example, Officer #1 picks the Sunday Assignment at Norco College. Officer #1 will not be able to pick another assignment until additional overtime assignments are offered to all personnel and he/she is back on top of the list. Now if Officer #2 does not select any of the additional assignments listed, Officer #3 has his/her choice of any of the available assignments. By Officer #2 not selecting an assignment, he/she will be bypassed until they are once again at the top of the selection list.

Once all overtime assignments are filled, the SPO will give the seniority tracking report to his Supervisor for final approval and sign off. The tracking report will then be stored in a binder and placed electronically on share point for viewing by all interested officers.

3. **Additional Overtime:** During each month, should additional overtime assignments come up as needed, the SPO shall continue the process above starting where the seniority list left off. This list shall continue to be followed during all overtime assignments including when an officer calls off sick. When calling off sick, an officer shall notify his/her supervisor/sergeant as soon as possible. The supervisor/sergeant shall use the above list starting where it left off and in the order of seniority to fill the assignment. In the event there is not an appropriate amount of time to utilize the seniority list, the supervisor/sergeant shall document the call off time of the officer calling in sick when assigning or holding over other officers. Supervisors/Sergeants shall make his/her best effort to utilize the list when possible and time permits.
4. **Allowable Overtime Hours:** Officers must be able to finish their assigned shift or work week before being given an overtime assignment. Officers may not work more than 12 hours per day unless approved by a supervisor/sergeant based on department needs. Officers not assigned to an overtime assignment who have a need to work over their scheduled shift for an in custody arrest, late report or other unannounced circumstance, shall contact his/her supervisor or other supervisor/sergeant/chief as soon as possible to get approval to hold over.

Example #1, Police Officer John Doe works 3pm–11pm and sees an overtime assignment from 11pm–7am. Officer Doe would not be able to fill this assignment since it would exceed 12 hours in the work day.

Example #2, Police Officer John Doe calls off sick for his day watch assignment of 7am-3pm. Officer Doe is scheduled to work an overtime assignment for a football game from 7pm-10pm. Since Officer Doe did not finish his assigned shift, Officer Doe would not be eligible to work the overtime assignment.

5. **Mandatory Overtime:** In the event an overtime assignment or holiday assignment is not picked up by any officer utilizing this procedure via the seniority list, officers maybe called into work for “mandatory overtime”. Mandatory overtime will only be used when no one signs up for an overtime assignment or holiday and the shift must be filled. In these incidences, management will use the reverse

order of the seniority list, mandating that the most junior officer will be ordered into work first and continue in reverse order until the most senior officer is utilized.

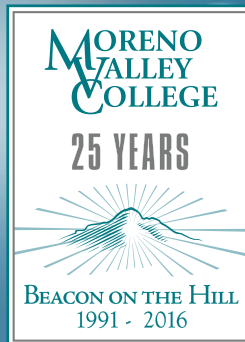
/s/ Gina Salazar 9/17/14
District Representative

California School Employee Association
and its Chapter 535

/s/ SThomas 9/17/14
District Representative

/s/ Leona Crawford 9/17/14
Leona Crawford, President, Chapter 535

/s/ Denise Williams 9/17/14
Denise Williams, Labor Relations
Representative



**RCCD Employees, Chapter 535
July 1, 2015 to June 30, 2018**