

SOCCCD



**South
Orange
County**

**Community
College District**

CSEA COLLECTIVE BARGAINING AGREEMENT

July 1, 2024 – June 30, 2027

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PREAMBLE

3 This Agreement is made and entered into this 17th day of December, 2024, by and between the South Orange
4 County Community College District, hereinafter referred to as District and the California School
5 Employees Association and its South Orange County Community College Chapter 586.
6

7 The District agrees that CSEA shall have the right to obtain Field and Legal Staff assistance for the purpose
8 of representation in carrying out its obligations under this Agreement to its duty of fair representation.
9

10 The purpose of this Agreement is to promote the improvement of personnel management and employer-
11 employee relations, provide an equitable and peaceful procedure for the resolution of differences, and
12 establish rates of pay and other terms and conditions of employment as specified in the Educational
13 Employment Relations Act (EERA).
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15 The District recognizes that the employee organization provides a valuable contribution to the welfare of
16 the District in its educational philosophy for the peaceful resolution of employer- employee relations.

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ARTICLE 1

RECOGNITION

1.1 Acknowledgement: The District hereby acknowledges that CSEA is the exclusive bargaining unit representative for the classified unit members holding those positions described in Appendix B, of this Agreement. In the event the District amends its determination of management, confidential, and supervisory employees, the District shall notify CSEA. In the event CSEA disagrees with said designations, the parties shall attempt to reach agreement. Disputed cases shall be submitted to the Public Employees Relations Board (PERB) for resolution.

1.2 Scope of Representation: The scope of representation shall be limited to matters relating to wages, hours of employment, and other terms of employment specifically stated in the Educational Employment Relations Act (EERA).

1.3 Bargaining Unit Description:

1.3.1 Included in the CSEA bargaining unit are regular part-time and full-time classified employees as set forth in Appendix B.

1.3.2 Excluded from the CSEA bargaining unit are all other employees not included under Section 1.3.1 above, including but not limited to management, confidential, and supervisory employees, short-term and substitute employees as defined under Education Code Section 88003, apprentices and professional experts employed on a temporary basis for a specific project, certificated employees, police officers and safety personnel.

1.3.3 Substitutes: The District may employ substitutes in a vacant position for up to ninety (90) working days in accordance with Section 88003 of the California Education Code. The District may request an extension for up to an additional ninety (90) working days by written agreement from the Chapter President.

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ARTICLE 2

ORGANIZATIONAL SECURITY

51 **2.1 Check Off:** CSEA shall have the sole and exclusive right to have membership dues deducted for
52 CSEA members in the bargaining unit by the District. The District shall pay to CSEA within thirty
53 (30) days all sums so deducted.
54

55 **2.2 Dues Deduction:**

56
57 **2.2.1** The District shall deduct, in accordance with the CSEA dues schedule, dues from wages of
58 all unit members who are members of CSEA.
59

60 **2.2.2** The District shall refer all unit member requests to revoke membership to the CSEA Labor
61 Relations Representative and shall obtain CSEA staff approval on behalf of CSEA before
62 processing any revocation requests.
63

64 **2.2.3** There shall be no charge by the District to CSEA for regular membership dues deductions.
65

66 **2.2.4** CSEA shall defend and indemnify the District for any claims arising from its compliance
67 with this article. The District shall be required to promptly notify CSEA of any claims by
68 unit members relating to dues authorization.

69 **ARTICLE 3**

70 **CSEA RIGHTS**

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73 **3.1 CSEA Rights:** CSEA shall have the following rights in addition to the rights contained in any other
74 portion of this Agreement:

75
76 **3.1.1** The right of access at reasonable time to unit members during non-work time to areas in
77 which unit members work as specified in the EERA.

78
79 **3.1.2** The right to use without charge institutional bulletin boards, mailboxes, District mail
80 systems, and other District means of communication for the posting or transmission of
81 information or notices concerning CSEA matters in accordance with the law. A copy of
82 any posted or transmitted notice by CSEA shall be provided to the Vice Chancellor of
83 Human Resources. E-mail transmissions shall not be used to advocate for or against
84 political candidates or for political purposes in accordance with District Board Policy 7370
85 and related administrative regulations, or in furtherance of any activities prohibited by this
86 Agreement.

87
88 **3.1.3** The right to use, with approval, and in accordance with applicable college procedures,
89 institutional equipment, facilities, and buildings.

90
91 **3.1.4** The right to review a unit member’s personnel file when accompanied by the unit member
92 or on presentation of a written authorization signed by the unit member.

93
94 The right to receive, upon request, a copy of any records which are required for the use of
95 the unit member and CSEA in utilizing the grievance procedure.

96
97 **3.1.5** The District shall provide to CSEA the contact information for unit members as a list of
98 the following information, with each field in its own column, for all bargaining unit
99 members within five (5) days of the last payroll date of September, January, and May as
100 follows:

- 101
102 1. First Name;
103 2. Middle Initial;
104 3. Last name;
105 4. Suffix (e.g., Jr., III);
106 5. Preferred Name;
107 6. Job Title;
108 7. Department;
109 8. Primary Worksite Name;
110 9. Work Telephone Number;
111 10. Work Extension;
112 11. Home Street Addresses (incl. apartment #);
113 12. Mailing Address (if different);
114 13. City;
115 14. State;
116 15. Zip Code (5 or 9 digits);
117 16. Home Telephone Number (10 digits) (if available);
118 17. Personal Cellular Telephone Number (10 digits) (if available);
119 18. Personal Email Address of the Employee (if available);

- 120 19. Hire Date;
121 20. Employee ID;
122 21. CalPERS Eligibility/Membership (“Y” if in CalPERS; “N” if not in CalPERS).
123

124 The District shall provide a list of the names and information described above for all newly
125 hired employees within the bargaining unit within five (5) days of the last payroll of the
126 month in which they were hired. “Newly hired employee” means any full-time or part-time
127 bargaining unit employee hired by the District who is still employed as of the date of the
128 new employee orientation. It also includes all employees who are employed by the District
129 (including those returning from layoff rehire list, or previously employed by the District in
130 a non-bargaining unit position) and whose current position has placed them in the
131 bargaining unit represented by CSEA. For those latter employees, for purposes of this
132 article only, the “date of hire” is the date upon which the employee’s status changed such
133 that the employee was placed in the bargaining unit.
134

135 The information will be provided to CSEA electronically via a mutually agreeable secure
136 FTP site or service.
137

138 **3.1.6** Upon request, the right to receive one (1) copy of any and all public written reports
139 submitted to any other governmental agency.
140

141 **3.1.7** Upon request, the right to receive one (1) copy of any public budget or financial material,
142 including the CCFS-311, submitted at any time to the governing board.
143

144 **3.1.8** Upon request, the right to review any other public material in the possession of or produced
145 by the District necessary for CSEA to fulfill its role as the exclusive bargaining
146 representative.
147

148 **3.1.9** The District shall provide at each college an office space including a desk, chair, two (2)
149 guest chairs, printer, telephone and internet access for CSEA for the duration of the
150 Agreement. CSEA shall pay for telephone service.
151

152 **3.1.10** The District agrees to grant release time to each eligible delegate to the CSEA Annual
153 Conference, upon at least ten (10) working days notice. The District will continue to
154 reimburse the actual and necessary expenses of one (1) eligible delegate to attend the CSEA
155 Annual Conference. The District will not be responsible for expenses for the remainder of
156 the Chapter delegates. The number of eligible delegates who will receive release time shall
157 be in accordance with the criteria established pursuant to the CSEA State Constitution and
158 Bylaws.
159

160 The Chapter President and/or designee shall be granted up to twenty (20) hours per week
161 of release time for CSEA Chapter business, exclusive of all other release time listed under
162 other provisions of this Agreement, which shall be reported and accounted as a form of
163 leave. This release time is to be scheduled with the mutual agreement of the manager and
164 the unit member, and the schedule is to be reasonably set.
165

166 The Chapter President will supply the manager and the Office of Human Resources with a
167 written schedule of the hours to be used for release time within five (5) working days of
168 taking office. The Chapter President will make every effort to ensure release time does not
169 interfere with operations of their own department. The Chapter President may assign any

170 portion of their hours of release time to another unit member for CSEA Chapter business.
171 Before the designee uses any release time, the designee's hours will be scheduled with the
172 mutual agreement of the designee's manager and the unit member, and the schedule is to
173 be reasonably set. The CSEA Chapter President will supply their manager, the designee's
174 manager and the Office of Human Resources with the revised schedule.
175

176 The Chief Union Steward shall be allowed eight (8) hours per week of release time for
177 CSEA Chapter business, exclusive of all other release time listed under other provisions of
178 this Agreement, which shall be reported and accounted as a form of leave. This release
179 time is to be scheduled with the mutual agreement of the manager and the unit member,
180 and the schedule is to be reasonably set.
181

182 **3.1.11** Classified bargaining unit members selected for governance committee participation shall
183 receive a total reassigned time of no more than ten percent (10%) of the bargaining unit
184 member's assigned work week per employee for actual service in said committee meetings.
185 These unit members shall provide their immediate supervisor with a written schedule of
186 committee meetings at least five (5) workdays prior to the meeting unless an emergency
187 committee meeting is called, in which case advance notice will be given as soon as
188 possible. Any reassigned time in addition to that set forth above shall require prior written
189 approval of the College Vice President, Dean, or District Vice Chancellor, as appropriate.
190

191 **3.1.12 Employee Orientation:** The District shall notify CSEA regarding new classified employee
192 orientation and provide an opportunity to participate in the orientation.
193

194 **3.1.13 No Discrimination on Account of CSEA Activity:** Neither the District nor CSEA shall
195 interfere with, intimidate, restrain, coerce, or discriminate against unit members because
196 of the exercise of their right to engage in CSEA activities.
197

198 **3.2 Restriction on District Negotiations and Agreements:** The District shall conduct no negotiations,
199 nor enter into any agreement, with any other organization on matters concerning the rights of
200 bargaining unit members and/or CSEA without prior notice to and approval by CSEA of the
201 negotiations and the agreement.
202

203 In the event a shared governance committee addresses issues that fall within the scope of exclusive
204 representation, CSEA shall select the classified bargaining unit member(s) who will serve on the
205 committee. It is the exclusive right of CSEA to negotiate issues that fall within the scope of
206 exclusive representation, including board policies and administrative regulations.
207

208 **3.2.1** When a college or District task force, committee or other governance group is assigned to
209 consult with the staff regarding issues within the scope of representation, the exclusive
210 representative shall appoint the classified bargaining unit representative. In the event a
211 district-wide or college-wide committee is established on which classified unit members
212 are to serve and CSEA believes the committee is a governance committee to which CSEA
213 believes it is entitled to appoint a classified bargaining unit representative, the CSEA
214 President and the Vice Chancellor of Human Resources & Employer/Employee Relations
215 or designee shall discuss and attempt to resolve the matter.
216

217 **3.2.2** Committees may discuss subject matters that are inside or outside the scope of exclusive
218 representation. With respect to subject matter outside the scope of exclusive representation,
219 the committee is free to make recommendations and/or decisions pursuant to the provisions

220 of AB 1725. Items that fall within CSEA’s scope of exclusive representation and which
221 seek to change existing working conditions shall not be the subject of committee
222 recommendations and decisions; however, it is expressly understood that such items shall
223 be promptly referred to the District and CSEA for negotiations. Once negotiations conclude
224 between CSEA and the District, the committee may make recommendations or decisions
225 within the agreed upon parameters.
226

227 **3.2.3** CSEA shall have the right to assign one-half (1/2) of the classified bargaining unit members
228 on each of the designated classified staff development committees.
229

230 **3.3 Distribution of Contract:** Within forty-five (45) calendar days after the execution of this contract,
231 and/or reopener agreements, the District shall post the CSEA contract on the District website.
232 Bargaining unit members are free to print copies from the District website.
233

234 **3.4 Elimination of a Position or Class of Positions:** If the District proposes to eliminate a position or
235 class of positions, it shall notify CSEA in writing and the parties shall meet and discuss the
236 proposal.
237

238 **3.5 Student Workers:** The parties recognize the right of the District to utilize student workers pursuant
239 to Education Code Section 88003. Employment of either full-time or part-time students in any
240 college work-study program, or in a work experience education program shall not result in the
241 displacement of classified personnel or impair existing contracts for services. Displacement of
242 bargaining unit members under this Section means layoff or reduction in hours of a bargaining unit
243 member or employment of a student worker in lieu of employment of a bargaining unit member.
244 The District shall provide CSEA, upon request, a list of all student workers employed detailing the
245 nature of the assignment.
246

247 **3.6 CSEA Schedule of In-Service Meetings:** CSEA shall have the right to hold one In-Service
248 meeting per month for up to ninety (90) minutes on each campus for bargaining unit members.
249 Meetings will be scheduled in advance and CSEA shall advise the District in advance of those
250 meetings. With approval from the immediate supervisor, bargaining unit members shall be given
251 release time to attend the meeting on their own campus.
252

253 **3.7 Union Stewards:** The District recognizes the need and affirms the right of CSEA to designate
254 Union Stewards from among members in the unit. CSEA may select Union Stewards for the
255 purpose of representing bargaining unit members in resolving employment issues at the lowest
256 level of supervision. Union Stewards shall have authority on behalf of CSEA to assist in
257 investigation, preparation, writing and presentation of grievances consistent with Article 14
258 (Grievance Procedure). In furtherance of these activities, Union Stewards may confer with CSEA
259 Officers and/or CSEA staff personnel.
260

261 At the beginning of each school year, CSEA shall provide the District Human Resources Office
262 with a list of CSEA Union Stewards. Notice of any changes to the list during the school year shall
263 be provided by CSEA to the District Human Resources Office within five (5) working days of such
264 change.
265

266 **3.8 Duties and Responsibilities of Union Steward:** The grievant shall have the right to have their
267 authorized CSEA Union Steward present at any step of the grievance procedure. The following
268 shall be understood to constitute the duties and responsibilities of a Union Steward.
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- 3.8.1** After notifying their immediate Supervisor, a Union Steward may assist in investigation, preparation, writing, and presentation of grievances. The Union Steward shall advise the Supervisor of the grievant of their presence. The Union Steward is permitted to discuss any problem with all unit members immediately involved, and, if appropriate, to attempt to achieve settlement in accordance with the grievance procedure.
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- 3.9 New Employee Orientation:** Means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.
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- 3.9.1** The District shall provide CSEA mandatory access to its new employee orientations CSEA shall receive not less than ten (10) calendar days’ notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District’s operations that was not reasonably foreseeable.
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- 3.9.2** In the event the District conducts a one-on-one or group orientation, the District shall release the Chapter President or designee to attend the orientation for the duration of the orientation. CSEA shall have thirty (30) minutes to conduct the CSEA orientation session. The CSEA Labor Relations Representative may also attend the orientation session(s).
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- 3.9.3** CSEA may provide a membership application and a CSEA provided link for an electronic application to be included in any employee orientation packet of District materials provided to all newly hired unit members.
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- 3.9.4** The orientation sessions shall be held on District property during the workday of the unit member, who shall be on paid time.

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ARTICLE 4

MANAGEMENT RIGHTS AND RESPONSIBILITIES

- 4.1 Management Rights and Responsibilities:** The District hereby retains and reserves, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and invested in it by the laws and the Constitution of the State of California, including, but not limited to, the foregoing rights to:
- 4.1.1** Establish the management organization; and administratively control and govern the District, its properties and facilities and the activities of its employees.
 - 4.1.2** Direct the work of its unit members; determine the time and hours of operation; and determine the kinds and levels of services to be provided and the methods and means of providing those services including entering into contracts with private vendors for service as provided under the laws of the State of California.
 - 4.1.3** Hire all unit members and determine their qualifications and the condition of their continued employment; discipline, dismiss, demote, promote, assign and transfer unit members, except where such action would be in direct conflict with provisions set forth in this Agreement; contract out services or assign work outside of the bargaining unit subject to the limitations required in the Education Code and Public Contract Code.
 - 4.1.4** Establish educational policies, goals, and objectives based on the District’s mission; ensure the rights and educational opportunities of students; determine staffing patterns, and determine the number and kinds of personnel required in order to maintain the efficiency of District operations.
 - 4.1.5** Build, move or modify facilities; establish budget procedures; determine budgetary allocations; determine the methods of raising revenue; and take action on any matter in the event of an emergency.
- 4.2 Exercise of Rights and Responsibilities:** The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District; adoption of policies, rules, regulations and practices in furtherance thereof; and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of California and the Constitution and laws of the United States. The District reserves the right to take any reasonable necessary action in the event of an emergency, which is defined as a situation or occurrence of a serious nature which develops suddenly or unexpectedly and results in a temporary change in circumstances and demands immediate action.

338 **ARTICLE 5**

339 **EVALUATIONS**

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342 **5.1** Each permanent unit member shall receive a written evaluation at least once every two (2) years.
343 New unit members shall be on probation for six (6) working months or one-hundred and thirty
344 (130) working days. Probationary unit members shall be evaluated twice during their probationary
345 period, once at three (3) months of employment, and again prior to the end of the probationary
346 period.

347
348 New POST certified classified unit members employed by the Office of Safety and Security
349 Administration shall be on probation for twelve (12) working months. These probationary unit
350 members shall be evaluated once during the initial six (6) months of employment, and again prior
351 to the end of the probationary period. These POST certified probationary positions would include
352 positions such as Dispatchers, Senior Dispatchers and Police Technical Services Specialists.
353

354 **5.2** The purpose of the evaluation is to support the improvement and/or development of the unit
355 member. The performance evaluation is intended as a tool for constructive feedback and not
356 discipline. No evaluation of any unit member shall be placed in the personnel file without an
357 opportunity for discussion between the unit member and the evaluator. The evaluator will notify
358 the unit member of the evaluation conference at least five (5) working days prior to the date of the
359 evaluation conference. Evaluations shall be based upon the direct observation and knowledge of
360 the immediate or acting supervisor or verified and credible information. No specific incident/issue
361 requiring improvement can be referred to in an evaluation without documentation that a meeting
362 or discussion has previously occurred with the unit member. Any negative evaluation shall include
363 specific recommendations for improvement and provisions for assisting the unit member in
364 implementing any recommendations made. The unit member shall have the right to review and
365 respond to all evaluations received within thirty (30) business days of the evaluation conference.
366 The evaluation form will be available on the District's enterprise resources planning system and
367 for reference purposes, a written copy of the evaluation form is located in the Appendix.
368

369 **5.2.1** A unit member's performance evaluation shall not be discussed with other bargaining unit
370 members or student workers unless authorized by the unit member.
371

372 **5.2.2** Bargaining unit members shall not be required to attend or participate in another bargaining
373 unit member's performance evaluation review conference unless serving in a CSEA
374 representative capacity. Bargaining unit members shall be entitled to CSEA representation
375 to the extent provided by law. Not more than two (2) representatives of the unit member
376 and the District may attend the performance evaluation conference.
377

378 **5.2.3** Attachments to the unit member's Performance Evaluation Review must relate to the rating
379 area.
380

381 **5.2.4** The Vice Chancellor of Human Resources or designee shall provide any unit member who
382 submits a written request a copy of their last evaluation on file with the Office of Human
383 Resources.
384

385 **5.2.5** The supervisor may invite the unit member to share accomplishments with their supervisor.
386

387 **5.2.6** The evaluation of employees will include consideration of their understanding of diversity,

388 equity, inclusion, and accessibility principles through their commitment to support and
 389 foster a respectful, inclusive, equitable, and accessible work and learning environment for
 390 students and employees. The evaluation shall be appropriately tailored to the employee’s
 391 classification.
 392

393 **5.3 Probationary Period Upon Promotion:** Unit members will be required to serve a new
 394 probationary period of six (6) months each time the unit member receives a promotion, a transfer
 395 with a classification change, medical transfer, or Americans with Disabilities Act (“ADA”) transfer.
 396 During such period, the work performance of the unit member shall be evaluated by the immediate
 397 supervisor following the unit member’s completion of three (3) months and five (5) months of
 398 employment in the new position.

Probation Requirement

	<u>NO</u>	<u>YES</u>
Promotion		X
Demotion to classification previously held	X	
Demotion to classification not previously held	X	
Reclassification	X	
Reallocation	X	
Reorganization	X	
Transfer to same classification	X	
Transfer to different classification		X
Probationary Change of Status		X
39 Month Re-employment to same classification	X	
39 Month Re-employment to different classification		X
Medical or ADA Transfer		X
Voluntary demotion in lieu of layoff to classification previously held	X	

399
 400 Concurrent with presentation of this Article, the parties have reviewed and discussed the corollary changes
 401 proposed for the evaluation fields in Workday. Approval and tentative agreement on this Article includes
 402 approval to implement proposed changes to the evaluation metrics.

403 **ARTICLE 6**

404 **PERSONNEL FILE**

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- 407 **6.1** Upon request, unit members shall have the right to make an appointment with the Office of Human
408 Resources to inspect and receive copies of all materials not specifically excluded by law. Such
409 inspection shall be made during normal business hours and at a time when the unit member is not
410 actually required to render services to the District.
- 411
- 412 **6.2** No derogatory information and/or materials, shall be entered or filed in the unit member's personnel
413 file unless the unit member is given a copy of the document and five (5) workdays to review the
414 contents. A unit member shall have the right to respond in writing, and the written response shall
415 be attached to the derogatory statement. The unit member shall be released from duty during normal
416 business hours with no loss of pay for a reasonable amount of time for the purpose of reviewing
417 and responding to derogatory information in their personnel file. Paid time to review and respond
418 to derogatory information shall be reasonable as it relates to both the content of the derogatory
419 material and length of the response, but shall not exceed two (2) hours except by mutual agreement
420 between the District and CSEA.
- 421
- 422 **6.3** The provisions contained herein shall be construed to be clarification of Education Code Section
423 87031.
- 424
- 425 **6.4** Formal documents of recognition or memoranda of commendation to the supervisor or unit member
426 shall be shared with the other person. Such documents shall be placed in the personnel file upon
427 the request of the unit member.

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ARTICLE 7

HOURS AND OVERTIME

7.1 Workweek:

7.1.1 Normal Workweek: The normal workweek shall consist of five (5) days, eight (8) hours per day and forty (40) hours per week in accordance with Education Code Section 88030. This article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District.

7.1.2 Four-Day, Forty Hour Workweek (4/10 Schedule): Upon mutual agreement between CSEA and the District, unit members may be placed on a four-day, forty hour (4/10 schedule) workweek consisting of four ten-hour (4/10) shifts served on four (4) consecutive days, excluding weekends. Such assignment shall be given with twenty (20) days advance notice. Less notice may be given if mutually agreeable. Such unit members may be taken off this schedule and returned to the regular eight (8) hour workday after discussion between District and CSEA and based upon operational need. Rest periods for these “4/10” unit members shall be twenty (20) minutes long. They shall receive holiday time equivalent to other full-time unit members. If a holiday mentioned in Article 10 falls on their day off, they shall receive eight (8) hours compensatory time off with pay. If any such holiday falls on their regularly scheduled workday, they shall receive the day off with pay, or be compensated at the rate appropriate to any other regular unit member, but shall have their accumulated holiday compensatory time reduced by two (2) hours.

7.1.3 The District, subject to approval by the Chancellor, will institute a 4/10 work schedule during District designated summertime. Either party may re-open negotiations concerning the continuation of the summer 4/10 program as early as Fall 2026. Exceptions to the 4/10 summer schedule will be based on operational needs. Wherever the District Academic Calendar Committee places commencement each year, the 4/10 work schedules will begin the following Friday. The end of the 4/10 work schedules will be one week prior to where the District Academic Calendar Committee places flex week. Exceptions to the 4/10 work schedule will occur for the weeks in which a holiday is observed as outlined in Article 10, which will consist of one (1) 10-hour holiday and (3) 10-hour working days.

7.1.4 Alternative Work Schedule: Upon mutual agreement between the unit member and the unit member’s supervisor and/or manager, and with the approval of the college president, vice chancellor, or chancellor, a unit member may be placed on an alternative work schedule. (See Article 23.1) An alternative work schedule is defined as a 4/10, 9/80 or 36/4 work schedule. The alternate work schedule may be modified or eliminated by the unit member’s supervisor and/or manager with twenty (20) day prior notice.

7.1.5 Variable Work Schedule: A variable work schedule may be approved subject to operational need. Employees with a documented need for a variable schedule to a summer 4/10 schedule under Article 7.1.3, shall submit a written request to their supervisor prior to April 1st, stating with specificity the reason for the request. Priority shall be given to employees needing a reasonable accommodation for a disability and/or medical reason. Next priority shall be given to employees with child- or elder-care concerns. All other requests, including requests due to non-District employment, shall be evaluated on the basis of seniority. If a request is denied, CSEA may upon request of the unit member submit

478 the decision for review by the Executive Director of Human Resources.
479

480 **7.2 Workday:** The length of the workday shall be designated by the District for each classified
481 assignment in accordance with the provisions set forth in this Agreement. Each bargaining unit
482 member shall be assigned a fixed, regular, and ascertainable minimum number of hours.
483

484 **7.3 Adjustment of Assigned Time:**

485
486 **7.3.1** Any unit member in the bargaining unit who is assigned and who works an average of
487 thirty (30) minutes or more per day in excess of their regular part-time assignment for a
488 period of twenty (20) consecutive working days or more shall have their regular assignment
489 adjusted upward to reflect the longer hours effective with the next pay period.
490

491 **7.3.1.1** With the written mutual consent of CSEA and the unit member, a waiver shall be
492 granted to allow the District to offer additional hours on a temporary basis to
493 existing part-time unit members without establishing a right to a permanent
494 increase in assigned time. This waiver does not disqualify the unit member from
495 receiving health benefits if eligible, for the duration of the temporary assignment.
496

497 **7.3.2** The District may alter the shift assignment or days off of unit members for non- arbitrary
498 operational reasons. Volunteers for the shift assignment change will be solicited first. If
499 there are no volunteers, then the person with the least seniority will be assigned unless a
500 person with greater seniority desires the shift. The District shall provide a twenty (20) work
501 day notice to affected unit members before altering their shift assignment or days off. By
502 mutual agreement, notice time can be less than twenty (20) days. Upon written request
503 from the unit member, they shall be granted an opportunity for a personal conference with
504 the unit member's immediate supervisor and/or the Executive Director or Vice Chancellor
505 of Human Resources, with a CSEA representative if desired, to discuss the operational
506 reasons for the reassignment of shift or days off within the twenty (20) work day notice
507 period.
508

509 **7.4 Increase in Hours:** When additional hours are assigned to a part-time position on a regular basis,
510 the assignment shall be offered to all of the unit members in the appropriate class on a reasonable
511 basis within the affected operating unit as determined by the District.
512

513 **7.5 Meal Period:**

514
515 **7.5.1** Meal periods will be scheduled by the supervisor depending on the operational needs of
516 the unit, but should be scheduled as close to the mid-point of the scheduled workday as
517 practical. A unit member may request a preferred meal period of either thirty (30) minutes
518 or one (1) hour in consultation with the supervisor. The supervisor will notify the unit
519 member as to their approved ongoing meal period. A supervisor may change an ongoing
520 meal period with a fifteen (15) day notice or by mutual agreement between the unit member
521 and supervisor.
522

523 The scheduled meal period may be temporarily modified by the unit member's supervisor
524 due to the operational needs of the unit related to an essential, urgent, or unforeseen
525 situation. However, meal and rest periods may not be combined, and meal periods may not
526 be used to shorten the length of the workday.
527

528 7.5.2 A unit member required to work during their scheduled meal period who is not afforded an
529 alternate meal period shall receive pay at the rate of time and one-half or compensatory
530 time off for all time worked during the normal meal period. This Section shall not apply to
531 unit members working less than five (5) consecutive hours per day.
532

533 **7.6 Rest Periods:**
534

535 7.6.1 A unit member working seven (7) or more consecutive hours per day shall be granted two
536 (2) fifteen (15) minute rest periods which, insofar as practicable, shall be scheduled by the
537 unit member's supervisor in the middle of each four (4) hour work period. A unit member
538 working between three and one-half (3-1/2) to seven (7) hours shall be granted one (1)
539 fifteen (15) minute rest period which shall be scheduled by the unit member's supervisor.
540 Authorized rest periods shall be counted as hours worked for which there shall be no
541 deduction from wages. Rest periods, if not used, cannot be accumulated for credit. The two
542 (2) rest periods cannot be combined and/or used to extend a meal period nor reduce
543 scheduled work hours per day.
544

545 7.6.2 Specified rest periods shall be designated by the supervisor to ensure sufficient operational
546 coverage.
547

548 7.7 **Voting Time-Off:** If any unit member is able to establish that their work schedule is such that it
549 does not allow sufficient time to vote in any federal, state or local election in which the unit member
550 is entitled to vote, the District shall arrange to allow sufficient time for such voting by the unit
551 member without loss of pay.
552

553 7.8 **Overtime and Compensatory Time Off:** The selection of paid overtime or compensatory time
554 shall be determined by the supervisor subject to the provisions of this Article. No overtime may be
555 worked without the prior approval of the supervisor.
556

557 7.8.1 **Overtime:** Except as otherwise provided herein, all overtime periods as defined in this
558 Section shall be compensated at a rate of pay equal to time and one-half (1½) the regular
559 rate of pay to the unit member for all work permitted. Unless an alternative work schedule
560 has been approved, overtime is defined to include any time worked in excess of eight (8)
561 hours in any one (1) day or on any one (1) shift or in excess of forty (40) hours in any
562 calendar week, whether such hours are worked prior to the commencement of a regularly
563 assigned starting time or subsequent to the assigned quitting time.
564

565 7.8.1.1 Permanent unit members shall be given first opportunity for overtime if determined
566 qualified for the assignment by the District unless, in the supervisor's judgment, a
567 non-bargaining unit member has special knowledge and/or skill relating to a
568 project which requires that non-bargaining unit member continue with the project.
569

570 7.8.2 **Compensatory Time:** A unit member in the bargaining unit may be granted compensatory
571 time off in lieu of cash compensation for overtime work. Compensatory time off shall be
572 granted at one and one-half (1½) times the regular rate of pay.
573

574 7.8.2.1 Compensatory time shall be taken at a time mutually acceptable to the unit member
575 in the bargaining unit and the District within twelve (12) months of the date on
576 which it was earned.
577

578 **7.8.2.2** The amount of time which a unit member may accumulate as compensatory time
579 shall be limited to a maximum of forty (40) hours on the books at any time. Time
580 beyond this amount shall be paid as paid overtime.

581
582 **7.8.3** All hours worked beyond the workweek of five (5) days or forty (40) hours per week shall
583 be compensated at the overtime rate commencing on the sixth (6th) day of work in that
584 week.

585
586 **7.8.4** All hours worked on holidays shall be paid at the regular rate of pay in addition to one-and
587 one-half (1.5) times the regular rate of pay.

588
589 **7.9 Shift Differential-Compensation:**

590
591 **7.9.1** Any full-time unit member in the bargaining unit whose assigned work shift commences
592 between 11 a.m. and 9 p.m. inclusive shall be paid a shift differential premium of five
593 percent (5%) above the regular rate of pay for all hours worked.

594
595 Any full-time unit member in the bargaining unit whose assigned work shift commences
596 between 9 p.m. and 4 a.m. inclusive shall be paid a shift differential premium of seven and
597 one-half percent (7.5%) above the regular rate of pay for all hours worked.

598
599 Any part-time unit member who has forty percent (40%) or more of their regular assigned
600 work shift between 5:00 p.m. and midnight shall be paid a shift differential premium of
601 five percent (5%) above the regular rate of pay.

602
603 Any part-time unit member who has forty percent (40%) or more of their regular assigned
604 work shift between midnight and 8:00 a.m. shall be paid a shift differential premium of
605 seven and one half percent (7.5%) above the regular rate of pay.

606
607 **7.9.2** A unit member who receives a shift differential premium on the basis of their shift shall
608 suffer no reduction in pay, including differential, when assigned temporarily to a day shift
609 of twenty (20) days or less.

610
611 **7.10 Overtime Distribution:**

612
613 **7.10.1** Every attempt shall be made to avoid distributing overtime repeatedly to the same
614 bargaining unit member.

615
616 **7.10.2** In the event the overtime requires special skills, those special skills will be carefully
617 considered in distributing overtime.

618
619 **7.11 Call-In Time:** Any unit member called in to work by an administrator (i.e. supervisor, Director,
620 Dean, VP, President, etc.) on a day when the unit member is not scheduled to work or after
621 completion of their regular assignment shall receive a minimum of four (4) hours pay. Unit
622 members on Call-In Time which is completed remotely (from home or other location) shall receive
623 a minimum of two (2) hours pay.

624
625 **7.12 On-Call Time:** A supervisor may assign a unit member “On-Call Time” where the unit member is
626 available for a time when the site is closed for the weekend, holiday or other time when work is not
627 regularly scheduled, and the unit member shall receive two (2) hours pay per day. At such time, the

unit member must be prepared to report for work (no work-inhibiting beverages or other potential impairments to hinder working ability) within one-half (1/2) hour. On-Call Time shall be rotated as reasonably and equally as possible among all qualified unit members as determined by the District.

7.13 Right of Refusal: Any unit member shall have the right to reject any offer or request for overtime, call back, Call-In Time or On-Call Time. If everyone in the department refuses the request, the overtime shall be assigned by the supervisor as equally as is practicable within each department, and the overtime shall be accepted by the unit member. However, in an emergency that requires immediate attention and an individual unit member has specific expertise to address the emergency, the right of refusal cannot be exercised by the unit member.

7.14 Hybrid/Remote Work Program A

The District and CSEA understand and acknowledge that there are operational benefits to offering a hybrid/remote work program where it does not negatively impact the delivery of programs and services as determined by the District. The District will provide the District-mandated technology equipment for employees to perform their work duties while participating in a hybrid-remote assignment.

7.14.1 Decisions Regarding Positions Eligible for Hybrid-Remote Assignment: The District and CSEA agree that all decisions regarding eligibility for hybrid/remote assignments are entirely within the District’s management rights, except as specifically provided in this Article, all District decisions regarding hybrid/remote assignments are final and not subject to the grievance process outlined in Article 14.

7.14.2 Hybrid-remote work assignments shall be a cooperative effort between the employee and the department. A hybrid/remote work assignment is a privilege and does not establish any employee rights or entitlements.

7.14.3 Any approved hybrid/remote work assignment is limited to a maximum assignment of 2 (two) days hybrid/remote per week for fall and spring and 1 (one) day per week during a 4/10 schedule.

7.14.4 Ineligible Departments/Divisions - Positions and departments where the primary responsibilities cannot be effectively performed remotely are not eligible for hybrid-remote work, including but not limited to, the following:

- Child Development Center – all unit members
- Facilities, Maintenance, and Operations all unit members
- Health and Wellness Centers – all unit members
- College Police Departments – all unit members
- Central Services (warehouse/mailroom) – all unit members

Exceptions to any of the above require approval by the President and the Vice Chancellor of Human Resources. Note that positions not listed above are not automatically eligible for hybrid/remote work.

Other positions not eligible for remote work are positions where the primary responsibilities require a physical presence at the worksite, either to accomplish the required work or to provide face-to-face customer services. The District maintains complete discretion as to whether or not a position or department are eligible for a hybrid/remote assignment.

679 **7.14.5 Factors Considered in Evaluating Eligibility for Hybrid/Remote Assignments**
680

681 The District and CSEA understand and agree that not all positions are suitable for
682 hybrid/remote assignments. Remote work will not be offered when doing so would impact
683 the applicable unit’s ability to meet demand for on-campus services and supports and
684 internal and external customers. In these cases, consideration must be given to the fact that
685 a staff member working on campus can provide support and services both in-person and
686 online while a staff member working remotely can only provide support and services online.
687 On a case-by-case basis, District Human Resources and the colleges will consider position
688 suitability based upon a number of factors. Those factors include, but are not limited to, the
689 following:

- 690
- 691 1. The position can be conducted from a remote location without negatively impacting
692 work performance or District operations.
 - 693 2. All work activities are portable and can be performed effectively while working away
694 from any of the District’s locations.
 - 695 3. Remote work does not interfere with the functioning of
696 office/department/college/District operations.
 - 697 4. The department/office has sufficient support staff present and onsite and is open and
698 accessible for students, staff, and customer support during the main hours of operation
699 as determined by the supervisor.
 - 700 5. There is appropriate technology available to support assigned work activities.
 - 701 6. Work performance can be easily evaluated/measured using methods and metrics other
702 than measuring time spent on the job, such as volume of work completed and/or
703 responsiveness to requests and communications.
 - 704 7. Employee must have a completed evaluation on file for the most recent rating period
705 with an overall rating of “Good” or above.
 - 706 8. Employee is not involved in any corrective or disciplinary action; including but not
707 limited to performance improvement plans, letter of warning/reprimands, and sick leave
708 abuse memos and does not have any past performance issues within the past two (2)
709 years.
 - 710 9. The supervisor may require remote work employees to submit a written daily log of the
711 work performed at the alternative work location.
 - 712 10. The number of requests received in a functional area.
- 713

714 Because the above criteria are highly individualized, employees with the same or similar positions
715 may have differing eligibility for remote work.
716

717 **7.14.6 Employee Requests for Hybrid-Remote Program A Assignment**
718

719 Immediate supervisors will first determine whether hybrid-remote work assignments are
720 appropriate for the department/office. If a unit member is notified by their supervisor that the work
721 unit allows for hybrid-remote work assignments, and the unit member meets the criteria they may
722 schedule a meeting with the supervisor to discuss and review the Hybrid-Remote Work Assignment
723 Request Form. The supervisor will assist the unit member in the completion of the appropriate
724 sections of the Form. The Form shall be signed by the supervisor and the unit member before being
725 forwarded for consideration by the area vice president, if applicable. College presidents or vice
726 chancellors shall review and approve each request before forwarding the Form to the Vice
727 Chancellor of Human Resources for final consideration and approval. Reasonable consideration
728 based upon the needs of the District and the factors outlined in Section 7.14.5 will be given in
729 evaluating the request. A determination shall be made within twenty (20) working days from date

730 of submittal. Timelines or procedural steps as outlined in this article may be waived based on
731 compelling circumstances and upon consultation between CSEA and the District.
732

733 **7.14.7 Employee Responsibilities Under A Hybrid/Remote Program A Assignment**
734

- 735 1. An employee approved for a hybrid-work assignment must sign a Hybrid-Remote Work
736 Agreement before beginning their hybrid-remote work assignment.
737 2. A complete list of all the employee responsibilities that must be adhered to related to a
738 hybrid-remote assignment is outlined in the Hybrid-Remote Work Assignment Agreement
739 that shall be signed by the employee. The list below shall serve as examples of some (but
740 not all) of the requirements outlined in the Hybrid-Remote Work Agreement:
741
- 742 a. The employee must be able to work from home in a safe and distraction free
743 environment.
 - 744 b. The employee shall be reachable at all times (within reason) by a phone,
745 messaging, or email.
 - 746 c. The employee shall answer/return phone calls, emails, and perform all assigned
747 tasks during the employee’s established work schedule as if the employee were
748 working onsite.
 - 749 d. Calls from students and internal/external customers must be able to be answered
750 in real time using soft phone technology when working remotely as opposed to
751 responding to voicemails.
 - 752 e. When attending a virtual (e.g. Zoom or Teams) meeting, the employee’s camera
753 must be on and the employee fully visible. Managers may exercise discretion in an
754 exceptional circumstance.
 - 755 f. Employees are required to perform work within the State of California.
 - 756 g. The employee must maintain satisfactory work habits and performance.
 - 757 h. The employee must comply with all District policies and administrative
758 regulations, applicable law, and the CSEA CBA.
 - 759 i. Employees must take their breaks and lunches as scheduled and continue to report
760 absences and vacation time in Workday or applicable system.
 - 761 j. The employee has a duty to safeguard information and secure District equipment.
 - 762 k. The employee must have reliable access to internet and telephone using District
763 mandated equipment.
764

765 The District has the right to add to or modify the list of requirements outlined in the Hybrid-Remote
766 Work Agreement. Should additional requirements be necessary, the District shall consult with
767 CSEA prior to making the revisions. Should the District add/modify requirements, all current
768 employees approved for hybrid-remote work shall be required to sign the new Hybrid-Remote
769 Work Agreement in order to continue a hybrid-remote work assignment. Should the District add or
770 modify any requirements, CSEA may demand to bargain the impacts and effects of those changes.
771

772 **7.14.8 Expenses Associated with A Hybrid/Remote Assignment**
773

774 Expenses incurred as a result of participating in a hybrid-remote work assignment will not be
775 reimbursed by the District unless they are normally reimbursable pursuant to District board policies
776 and administrative regulations. Such non-reimbursable expenses include, but are not limited to,
777 utility costs, purchase of office equipment or furniture, home improvements, any construction, any
778 alterations to real or personal property, and travel to and from the worksite if required to be onsite.
779

780 **7.14.9 The District’s Right To Change, Amend, Or Discontinue The Hybrid/Remote Work**

781 **For Any Individual Employee/Office/Department**

782
783 The District or employee has the right to discontinue a hybrid-remote work assignment for any
784 reason with two-week's notice. The District reserves the right to temporarily change or amend an
785 assignment and will provide as much notice as possible given the circumstances (such as
786 accommodating employee approved leaves or illnesses). By mutual agreement, notice time can be
787 less than two-weeks.

788 Under special circumstances or in the event of an emergency, employees approved for hybrid-
789 remote work assignments may be required to work onsite. Special circumstances include but are
790 not limited to onsite college functions, department meetings, and special events.

791 **ARTICLE 8**

792 **PAY AND ALLOWANCES**

793
794
795 **8.1 Regular Rate of Pay:** The regular rate of pay for each position in the bargaining unit shall be in
796 accordance with the rates established for each class as provided for in Appendices A and B, which
797 is attached hereto and, by reference, incorporated as a part of this Agreement. The regular rate of
798 pay shall not include any shift differential and/or longevity increment required to be paid under this
799 Agreement.

800
801 **8.1.1 Bilingual Stipend:** Unit members who are directed by the manager or supervisor, with the
802 approval of the President, to use a verified bilingual ability as a regular and routine
803 component of their assignment shall be provided a stipend of two percent (2%) of base
804 salary. The District shall require testing of bilingual ability prior to authorization of the
805 initial additional compensation.

806
807 **8.2 Paychecks:** All regular paychecks of unit members in the bargaining unit shall be itemized in
808 accordance with the Orange County Department of Education or District Enterprise Resource
809 Planning (ERP) payroll procedures.

810
811 **8.3 Paycheck Frequency:** All regular full-time unit members in the bargaining unit shall be paid in
812 accordance with Board Policy 6325. If there is a change in County procedures or Board Policy
813 6325, issuance of paychecks will be in accordance with new procedures after negotiation with
814 CSEA.

815
816 **8.4 Payroll Errors:** Whenever it is determined that an error has been made in the calculation of
817 reporting in any classified unit member payroll or in the payment of any classified unit member's
818 salary, the District shall, within five (5) workdays following such determination, provide the unit
819 member with a statement of the correction. However the District, after standard payroll deductions,
820 shall withhold \$25.00 as a calculation adjustment. The purpose of the calculation adjustment is to
821 ensure that the unit member is not overpaid, and any part of the calculation adjustment not
822 eventually required for this purpose shall be promptly paid to the unit member. In the case of an
823 underpayment, a supplemental payment will be paid to the unit member by the District. In the case
824 of an overpayment, the unit member shall promptly repay the District. A repayment schedule for
825 salary overpayment shall be agreed to between the unit member and the District.

826
827 **8.5 Lost Checks:** Any paycheck for a unit member in the bargaining unit which is lost after receipt or
828 which is not delivered within five (5) days of mailing, if mailed, shall be replaced in accordance
829 with Orange County Department of Education payroll procedures. The Office of Fiscal Services
830 will consider lost checks as a major priority and will act with as much speed as possible.

831
832 **8.6 Pay Increases:**

833
834 **8.6.1 2024/2025**

835
836 Effective beginning the 2024/2025 fiscal year for employees employed with the District
837 in paid status as of October 28, 2024, the Classified Salary Schedule will be increased by
838 2.67%.

839
840 **8.6.2 2025/2026**

842 Effective beginning the 2025/2026 fiscal year, the Classified Salary Schedule will be
843 increased by 3.74%.

844
845 **8.6.3 2026/2027**

846
847 Effective beginning the 2026/2027 fiscal year, the Classified Salary Schedule will be
848 increased by 0.10%.

849
850 **8.6.4** For the term of this Agreement, either party may reopen Article 8 in 2026-2027 if any one
851 or more of the following conditions are met:

- 852
- 853 • If projected COLA is reduced by 1% or more;
- 854 • If COLA in 2025-2026 comes in higher than 3.43%;
- 855 • If COLA in 2026-2027 comes in higher than 3.58%.
- 856

857 **8.7 Change in Range Assignments:**

858
859 **8.7.1 Promotion** - Any unit member receiving a promotion shall receive a salary increase of at
860 least five percent (5%). However, when the assignment results in a one (1) range increase
861 the unit member shall receive an adjustment of at least two and one-half percent (2.5%).

862
863 **8.7.1.1** The salary placement may be up to step three (3) if there is verifiable experience
864 in other positions based upon previous experience, education, certifications, and/or
865 other skillset, as determined by the Vice Chancellor Human Resources &
866 Employer/Employee Relations or the Executive Director Human Resources &
867 Employer/Employee Relations in consultation with CSEA. However, the
868 adjustment shall not be less than the percentages indicated in Section 8.7.1 above.

869
870 **8.7.2 Temporary Assignment:** When a unit member is temporarily assigned to a higher
871 classification for more than five (5) work days within a fifteen (15) calendar day period,
872 the unit member will have their salary adjusted upward for the entire period they are
873 required to work in the higher classification, at a step that is at least a five percent (5%)
874 salary increase. However, when the out of classification assignment results in only a one
875 (1) range increase the unit member shall receive an adjustment of at least two and one-half
876 percent (2.5%). Unit members in a probationary status are not eligible for consideration to
877 a higher classification while on probation. Exceptions may be approved by the Vice
878 Chancellor of Human Resources (or designee) where a compelling circumstance may exist
879 subject to consultation with the Chapter President.

880
881 **8.8 Mileage:** Any unit member in the bargaining unit using their private vehicle on authorized District
882 business shall be reimbursed at the rate of the current IRS allowance, to be revised at the beginning
883 of each calendar year. The mileage computation shall include mileage necessary to return to the
884 unit member's normal job site after the completion of District business. This amount shall be
885 payable in a separate warrant drawn against District funds.

886
887 **8.9 Meals and/or Lodging:** Any unit member in the bargaining unit who, as a result of work
888 assignment, has meals and/or lodging away from the District shall be reimbursed for expenses as
889 required under District Administrative Regulations.

890
891 **8.10 Longevity:** The provisions of Article 8.10 will be discontinued for all classified bargaining unit
892 members hired after October 1, 1998. An employee working for the District, but not included in a

893 classified bargaining unit position prior to October 1, 1998, will not be eligible for the provisions
894 of Article 8.10.

895
896 **8.10.1** The District agrees to additionally compensate long service unit members as specified
897 below:
898

19%	increase in salary after	22	years of service
20%	increase in salary after	23	years of service
21%	increase in salary after	24	years of service
22%	increase in salary after	25	years of service

899
900 **8.11 Step Increments:** When a new unit member is placed onto the first step of the range which they
901 are appointed, the District shall provide the new unit member a step increase after six (6) months
902 of service and thereafter an annual step increment for each remaining step indicated on the salary
903 schedule for the particular classification. If a unit member is initially placed above step one (1) in
904 alignment with Article 8.12, the District shall provide unit members a step increase after twelve
905 (12) months of service and thereafter an annual step increment for each remaining step of the salary
906 schedule.
907

908 **8.12 Salary Placement:** New unit members will be placed on the first step of the range to which they
909 are appointed. However, the initial placement may be up to step three (3) if there is verifiable
910 experience in other positions based upon previous experience, education, certifications, and/or
911 other skillset, as determined by the Vice Chancellor Human Resources or the Executive Director
912 Human Resources in consultation with CSEA. For the purposes of calculating months of service,
913 the date of employment shall be considered the first day of the month employed if the starting date
914 is the first (1st) through fifteenth (15th), or the first day of the following month when the starting
915 date is the sixteenth (16th) through the thirty-first (31st).
916

917 After one failed search in a classification and before the District has to deem a second failed search
918 in that same classification and the failed search is specifically related to compensation, the Vice
919 Chancellor of Human Resources may approve an initial step placement up to step 6 after
920 consultation with CSEA.
921

922 **8.13 Distribution of Job Information:** Upon initial employment bargaining unit members shall receive
923 a copy of their applicable job description, a specification of the monthly and hourly rates applicable
924 to their position, a statement of the duties of the position, a statement of the unit member's regular
925 work site, regularly assigned work shift, and the hours per day, per week, and months per year.
926

927 **8.14 Parking:** Appropriate staff parking shall be provided on campus for \$40.00 per academic year for
928 full-time classified unit members and \$20.00 per academic year for part-time classified unit
929 members. Unit members may purchase a staff parking permit in accordance with BP-6750 to utilize
930 these areas.
931

932 **8.14.1** Two (2) annual parking passes will be provided for designated CSEA Representatives and
933 an additional annual parking pass will be provided for the assigned CSEA Labor Relations
934 Representative.
935

936 **8.15 New Classifications:** The District shall submit newly created classifications to CSEA for review.
937 The newly created classification shall be subject to negotiations to the extent required by law.
938

939 **8.16 Position Reclassification:** The Reclassification process of unit positions may be initiated in two

940 (2) ways, either: 1) by District initiation on an individual basis or group basis, e.g. during a
941 reorganization, or 2) by the request of the unit member. The unit members shall submit any proposed
942 reclassification requests during the application submission period of October 1st through November
943 15th to the Executive Director of Human Resources (or designee). Only permanent unit members
944 who have been in the position for at least twenty-four (24) months may submit an application. Unit
945 members may submit an application for a position reclassification only once every two (2) years.
946 Reclassification requests, whether initiated by the District or the unit member, shall be reviewed
947 by the Reclassification Committee. The Reclassification Committee shall be a joint CSEA and
948 District committee composed of the Executive Director of Human Resources (or designee),
949 Director of Recruitment and Employment Services (or designee), the Chapter 586 represented by
950 the Chapter President (or designee), Chief Union Steward (or designee). Any agreements reached
951 by this committee shall be recommended to the Chancellor for final action.
952

953 **8.16.1** The Reclassification Committee shall meet as needed to review reclassification requests.
954 The meeting(s) will be held at times and dates agreeable to CSEA and District
955 representatives.
956

957 **8.16.2 Criteria:** Where, as a result of the gradual increase of the duties being performed by a unit
958 member, and where the duties may be extended on a continuing basis, and where the
959 District elects not to remove the higher level duties, and where the new higher level duties
960 constitute more than thirty percent (30%) of the current position (as determined by the
961 Reclassification Committee); the incumbent unit member shall be entitled to have the
962 position reviewed. The District reserves the right to remove the higher level duties at any
963 time. It is the intent of this section to provide for the upgrading of positions to higher
964 classifications where there has been new higher level duties added, required by the District,
965 in the position being performed by incumbent unit members, where such changes are not
966 temporary in nature, and where changes require a skill level or a responsibility level higher
967 than that which is required of the existing position job description. Reclassification is not
968 appropriate based upon an increased volume of work, or based only upon an incumbent
969 unit member's special or unusual skills or qualifications unless the unit member is required
970 to use such skills or qualifications in the position.
971

972 **8.16.3 Process:** All applications must be timely. Incomplete applications will not be considered.
973 A complete application shall include:
974 • A completed and signed application submitted on the District designated form, and
975 • A current job description that clearly articulates the higher-level duties that have been
976 added
977

978 **8.16.4 Requests for Reclassifications:** "Request for Reclassification" forms may be obtained
979 electronically on the District's ERP System. All reclassification requests must be
980 electronically delivered to Human Resources using the ERP System.
981

982 Requests for reclassification shall be initiated by the incumbent unit member. All requests
983 submitted to Human Resources will also be provided to the appropriate supervisor. Human
984 Resources will be responsible for collecting information regarding each request. The
985 appropriate immediate supervisor shall complete the required form response to the request.
986 The Reclassification Committee shall review the requests and documentation to determine
987 their merits and may interview unit members and the appropriate immediate supervisor
988 affected by the outcome of the request for reclassification. Nothing in this process shall
989 prevent the committee from seeking additional information or interviews in order to ensure

990 a fair and impartial decision is reached.

991
992 **8.16.5 Changes in Job Content:** Should the District change the job content (requirements of the
993 job as to knowledge and skills, mental effort, responsibility and working conditions) of an
994 existing job, the following procedure shall be utilized:

995
996 **8.16.5.1** The proposed description will be developed and submitted to the Reclassification
997 Committee to determine if the job description and range accurately reflect the
998 scope of the job as currently performed and/or as proposed.

999
1000 **8.16.5.2** If the Reclassification Committee agrees with the new job description and the
1001 assigned salary range, the job description shall then be forwarded to the affected
1002 unit member unless there is no affected unit member.

1003
1004 **8.16.5.4** Any adjustment in the salary rate will be effective as determined by the Vice
1005 Chancellor of Human Resources.

1006
1007 **8.16.6 Salary Placement of Reclassified Unit Member(s):** When a unit member(s) is
1008 reclassified to a higher range, the unit member(s) shall be placed at a minimum on the step
1009 of the new range which will result in a percentage salary increase of at least five percent
1010 (5%) unless resulting in only a one (1) range increase the unit member shall receive an
1011 adjustment of at least two and one-half percent (2.5%) in accordance with Section 8.7.1
1012 and 8.7.1.1.

1013
1014 **8.16.7 Decisions:** The decisions of the Reclassification Committee to recommend or not
1015 recommend requests shall be reached by majority. The CSEA Chapter President or
1016 designee and a District representative shall sign indicating agreement. If the request does
1017 not move forward, the District shall assess duties that are reasonably related to the current
1018 job description and remove duties that are not consistent with the unit member's current
1019 job description.

1020
1021 **8.16.8 Incumbent Rights:** When an entire class of positions is reclassified, the incumbent unit
1022 members in the positions shall be entitled to serve in the new positions.

1023
1024 **8.16.9 Appeal Procedure:** The unit member may appeal the decision of the Reclassification
1025 Committee within ten (10) working days from the date of notice to the unit member of the
1026 Reclassification Committee's decision.

1027
1028 **8.16.9.1** If an appeal is made, the appellant shall submit any new information/materials
1029 not previously submitted to the Reclassification Committee and the
1030 Reclassification Committee may meet with the appellant and the appropriate
1031 manager(s) if necessary to discuss the appeal, and then render a final decision
1032 within five (5) working days. The decision of the Reclassification Committee in
1033 this situation shall be final and shall not be subject to the grievance procedure.

1034
1035 **8.16.9.2** If an agreement is not reached in the initial decision or in the later appeal
1036 decision, the parties shall, within ten (10) working days, submit their written
1037 rationale to the Vice Chancellor of Human Resources for a final decision. The
1038 Vice Chancellor of Human Resources shall notify the CSEA Labor Relations
1039 Representative(Orange Field Office) if there are appeals under consideration for

1040 a final determination. The CSEA Labor Relations Representative may request a
1041 meeting with the Vice Chancellor within three(3) days. If a meeting is requested,
1042 the Vice Chancellor shall meet and confer with the CSEA Labor Relations
1043 Representative prior to making a final determination.
1044

1045 **8.17 Salary Review:** The District shall conduct a market based salary survey by a mutually agreeable
1046 classification consultant to be conducted in April or May of every third (3rd) year, beginning in
1047 2020. The study shall evaluate the relative position of salaries paid to eight (8) mutually agreeable
1048 benchmark classifications in relationship to other employers. When performing the labor market
1049 study, the consultant shall survey the three (3) other Orange County Community College Districts,
1050 and other California multi-college districts of similar size. The results of the study shall be
1051 submitted to the District and CSEA for negotiations.
1052

1053 **8.18 Professional Growth:** The District shall contribute up to \$30,000 annually for a total of \$30,000
1054 each fiscal year (that does not accrue or carry over) for a professional growth program. CSEA shall
1055 establish criteria for this program subject to approval by the Vice Chancellor of Human Resources.

1056
1057
1058
1059
ARTICLE 9

HEALTH AND WELFARE BENEFITS

1060 **9.1 Benefits Administration:** Benefits coverage and providers are recommended by the District
1061 Benefits Committee. CSEA shall have the right to appoint at least one (1) representative to this
1062 committee, which is responsible for researching and reviewing insurance plans, proposals and
1063 benefits in order to ensure that quality and cost effectiveness criteria are maintained. The District
1064 has the right to select the insurance carrier as long as the same coverage is maintained. In the event
1065 that the carrier makes a unilateral change to the benefits over which the District has no control, the
1066 District shall inform the Union. In these circumstances, the District shall not be held financially or
1067 otherwise responsible for the change. The Union may reopen negotiations for the limited purpose
1068 of bargaining the impact of the change on their members.

1069
1070 **9.2 General Provisions:** All enrollments are subject to carrier restrictions. A District approved
1071 employee assistance program may be implemented at no cost to unit members.

1072
1073 **9.3 Section 125 Flexible Benefits:** The District agrees to continue a Section 125 flexible benefit plan
1074 to include dependent care and/or medical care reimbursement.

1075
1076 **9.4 Health and Medical Benefits for Retirees**

- 1077
1078 a. To be eligible for health and medical benefits after retirement, the unit member must retire in
1079 good standing. Specifically, a unit member who retires or resigns after formal charges have
1080 been served by the District supporting termination of employment but prior to the conclusion
1081 of an evidentiary hearing is no longer eligible to receive retiree health and medical benefits.
1082 Should the unit member proceed to an evidentiary hearing, the Board of Trustees shall decide
1083 whether or not the unit member be placed on paid or unpaid leave and health benefits retained
1084 or removed after a Skelly meeting takes place. Once a decision is rendered through the hearing
1085 process, the unit member shall lose all rights to retiree health and medical benefits should the
1086 District prevail.
1087
1088 b. The unit member in good standing shall concurrently retire from the District and PERS/STRS,
1089 and notify the District of their retirement from PERS/STRS by providing proof acceptable to
1090 the District of such retirement. If the retiree returns to active full-time service in a PERS or
1091 STRS contracting district/entity they shall notify the District and the applicable insurance plan
1092 administrator of such action, at which time the benefits for both the retiree and their dependents
1093 as described in this provision shall cease.

1094
1095 **9.4.1** Effective July 1, 2008, bargaining unit members who retire from the District and
1096 PERS/STRS concurrently at sixty (60) years of age or older who have been employed
1097 in the District for at least ten (10) consecutive years, during which they were health
1098 benefit eligible under the terms of this Agreement immediately prior to retirement,
1099 shall receive the same District contribution as provided active bargaining unit members
1100 under Article 9.5 below, toward health benefits specified under Article 9.6 below,
1101 excluding long term disability and life insurance, the legal assistance program and long
1102 term care insurance, until age sixty-five (65) or until the bargaining unit member
1103 becomes eligible for Medicare, whichever is sooner.

1104
1105 **9.4.1.1 Medicare Eligibility and Continuation of Benefits:** The District shall provide retired

1106 unit members who qualify for continuation of benefits under Article 9.4 with the option
1107 to purchase, at unit member expense, supplemental medical coverage, provided the
1108 retiree has obtained Medicare A and B coverage. Qualifying members must submit
1109 proof that they have obtained Medicare A and B or any other provider required
1110 Medicare program. This benefit is subject to the approval of the District Insurance
1111 carrier. This shall not be considered a vested right of retirees. The retiree may select
1112 from Options A, B, C, or D subject to the conditions set forth herein.

1113
1114 **Option A:** The current District supplemental medical plan is available to retirees. The
1115 cost for the plan to the retired unit member shall be the actual cost paid by the District
1116 which is to be paid monthly by the retiree in advance to the District. Payment must be
1117 received by the 15th of the month prior to the month of coverage. If payment is not
1118 received by the first day of the month of coverage the unit member shall be dropped
1119 from the coverage and unable to participate in the future. The District reserves the right
1120 to establish a separate medical insurance pool for retirees who qualify under this
1121 Section.

1122
1123 **Option B:** The CompanionCare/Medicare Supplemental Plan will also be offered to
1124 retirees as long as the District is covered by the Self-Insured Schools of California
1125 (SISC). This program is directly administered by SISC. Should the District decide to
1126 change the program administration from SISC, the District and CSEA will meet to
1127 negotiate a similar program under a different administrator.

1128
1129 **Option C:** Blue Shield 65 Plus Medicare Advantage Plan shall be offered to retirees
1130 through an HMO after assignment of the retiree's Medicare benefit to the HMO
1131 provider. The same conditions/stipulations apply to Option C as in Option B.

1132
1133 **Option D:** Kaiser Senior Advantage HMO Medicare Plan shall be offered to retirees
1134 through an HMO after assignment of the retiree's Medicare benefit to the HMO
1135 provider. The same conditions/stipulations apply to Option D as in Option B and C.

1136
1137 **9.4.1.2** If the retiree has reached the age of Medicare eligibility but a dependent has not reached
1138 such age, benefits for the dependent may continue under the following circumstances:

1139
1140 (a) The purchase of such coverage is permitted by the health carrier;

1141
1142 (b) The retiree has purchased Medicare A and B coverage, if eligible to purchase such
1143 coverage; and

1144
1145 (c) The retiree pays an amount equal to the cost of the benefit eligible bargaining unit
1146 member health benefit package, less the District's cost of the supplemental medical
1147 coverage for the retiree. For example, if the cost of the health benefit package for
1148 an eligible bargaining unit member is \$1,000 per month, and the District's cost for
1149 supplemental insurance for the retiree is \$600 per month, the cost to the retiree for
1150 continued dependent health benefits would be \$400 per month. If the retiree is not
1151 eligible for Medicare, the retiree shall also pay any penalty, fee or other cost
1152 imposed by the insurance carrier.

1153
1154 **9.4.2** Effective July 1, 2026, bargaining unit members will receive the District offered medical, vision,
1155 and dental benefits for those retirees who retire July 1, 2026, or thereafter, who were employed

1156 full-time by the District for ten (10) years immediately preceding the date of retirement and who
1157 have reached the age of fifty-five (55), and who meet the following requirements described below:
1158

1159 Medicare Eligibility and Continuation of Benefits
1160

- 1161 1) The District will provide supplemental medical coverage for the retired unit member,
1162 provided the retiree has purchased Medicare A and B coverage.
1163
- 1164 2) If the retiree has reached the age of Medicare eligibility but does not qualify for Medicare,
1165 benefits for the retiree will continue under the following circumstances:
1166
 - 1167 a. The purchase of the coverage is permitted by the health carrier; and
1168
 - 1169 b. The retiree pays the full cost of the medical coverage, including any penalty, fee
1170 or other cost imposed by the insurance carrier if the retiree has not purchased
1171 Medicare A and B coverage.
1172
- 1173 3) If the retiree has reached the age of Medicare eligibility but a dependent has not reached
1174 such age, benefits for the dependent may continue under the following circumstances:
1175
 - 1176 a. The purchase of such coverage is permitted by the health insurance carrier;
1177
 - 1178 b. The retiree has purchased Medicare A and B coverage, if eligible to purchase; and
1179
 - 1180 c. The retiree pays an equal amount to the cost of the full-time unit member health
1181 benefit package, less the District cost of the supplemental medical coverage for the
1182 retiree. For example, if the cost of the supplemental medical coverage for a full-
1183 time unit member is \$1,000 per month, and the District's cost for supplemental
1184 insurance for the retiree is \$600 per month, the cost to the retiree for continued
1185 dependent health benefits would be \$400 per month. If the retiree is not eligible
1186 for Medicare, the retiree shall also pay any penalty, fee or other cost imposed by
1187 the insurance carrier.
1188
 - 1189 d. In any given year, the increase will not be greater than 10% over the prior year cost
1190 of coverage.
1191
- 1192 4) If both the retiree and their dependent have reached the age of Medicare eligibility, the
1193 retiree may purchase for the dependent, through the District's health benefit providers,
1194 supplemental health coverage equivalent to that provided for the retiree so long as:
1195
 - 1196 (a) Such purchase is permitted by the health carrier;
1197
 - 1198 (b) The retiree and the dependent have purchased Medicare A and B coverage, if
1199 eligible to purchase such coverage; and
1200
 - 1201 (c) The retiree pays an amount equal to the District's cost for the retiree's
1202 supplemental health coverage. If the retiree or dependent is not eligible for
1203 Medicare, the retiree shall also pay any penalty, fee or other cost imposed by the
1204 insurance carrier.
1205

- 1206 5) If the retiree is under the age of Medicare eligibility but the dependent has reached such
1207 age, health benefits for the dependent will continue under the following circumstances:
1208
1209 (a) Such purchase is permitted by the health carrier;
1210
1211 (b) The dependent has purchased Medicare A and B coverage, if eligible to purchase
1212 such coverage; and
1213
1214 (d) If the dependent is not eligible for Medicare or otherwise fails to purchase
1215 Medicare A and B coverage, the retiree shall pay any penalty, fee or other cost
1216 imposed by the insurance carrier.
1217

1218 After the retiree reaches the age of Medicare eligibility, the retiree may purchase vision and dental benefits,
1219 for both themselves and for dependents, through the District's providers so long as:
1220

- 1221 (1) Such purchase is permitted by the health carrier;
1222
1223 (2) Benefits for retirees are grouped in a separate rate from the active/early retirees' group;
1224 and the retiree pays the full cost of such benefits.
1225

1226 Other coverage for the unit member and coverage for the dependents is subject to applicable state and
1227 federal laws providing for such coverage.
1228

1229 **9.5 District Contribution:** Effective July 1, 2024, the District shall pay the full amount (100%) of the
1230 District Health Plans identified in Article 9.6 for unit members employed 75% or more of a full-
1231 time equivalent and their eligible dependents. The coverage provided shall meet the specifications
1232 on file at the District Business Office.
1233

1234 **9.6 District Health Plans:** The benefits provided under Article 9.5 above shall be as follows:
1235

1236 (a) **Comprehensive PPO and HMO Medical Insurance**

1237 (b) **Dental Insurance**

1238 (c) **Vision Insurance**

1239 (d) **Long Term Disability**

1240 (e) **Life Insurance**

1241 (f) **Long Term Care Insurance:** For the duration of this Agreement, the District shall pay one
1242 hundred percent (100%) of the premium of long term care insurance for benefit eligible
1243 bargaining unit members only. Coverage provided shall meet the specifications on file with the
1244 District. Should long term care insurance become no longer available or if the premium
1245 increase is above 50% in any one year, the parties agree to meet and negotiate any change in
1246 coverage.
1247
1248
1249
1250
1251
1252

1253 9.7 **Eligibility:** Bargaining unit members shall be enrolled in insurance programs on the first of the
1254 month following fulfillment of the eligibility requirement.

1255 **ARTICLE 10**

1256 **HOLIDAYS**

1257
1258
1259 **10.1 Scheduled Holidays:** The District agrees to provide all unit members in the bargaining unit twenty-
1260 one (21) paid holidays including a spring recess of no fewer than two (2) working days and winter
1261 recess of no fewer than seven (7) working days.

1262
1263 **10.1.1** A calendar committee will be convened each year to provide a recommendation for the
1264 twenty-one (21) days to be designated as paid holidays.

1265
1266 **10.1.2** Unit members shall be paid for the following holidays:

- 1267 New Year’s Day
- 1268 Martin Luther King, Jr. Day
- 1269 President Lincoln’s Day
- 1270 Presidents’ Day
- 1271 Spring Recess Holidays (in compliance with 10.1)
- 1272 Cesar Chavez Day
- 1273 Memorial Day
- 1274 Juneteenth
- 1275 Independence Day
- 1276 Labor Day
- 1277 Veterans Day
- 1278 Thanksgiving
- 1279 Day After Thanksgiving
- 1280 Winter Holidays (in compliance with 10.1)

1281
1282 **10.2 Additional Holidays:** Every day appointed by the President of the United States or Governor of
1283 the State of California as provided for in Education Code Section 79020(c) and (d) as a public fast,
1284 Thanksgiving, or holiday, or any day declared a holiday under Education Code Section 1318 for
1285 classified or academic unit members.

1286
1287 **10.3 Holidays on Saturday or Sunday:**

1288
1289 **10.3.1** When a holiday falls on a Saturday, the preceding workday, not a holiday, shall be deemed
1290 to be that holiday. Except as provided in Section 10.3.2, when a holiday falls on Sunday,
1291 the following workday not a holiday shall be deemed to be that holiday.

1292
1293 **10.3.2** The operation of this Section shall not cause any unit member to lose any of the holidays
1294 clearly indicated in this Article.

1295 **ARTICLE 11**

1296 **VACATIONS**

1297
1298
1299 **11.1 Eligibility:** All unit members in the bargaining unit shall earn paid vacation time under this Article.
1300 Vacation benefits are earned on a fiscal year basis – July 1st through June 30th.
1301

1302 **11.2 Paid Vacation:** Except as otherwise provided in this Article, paid vacation shall be granted no later
1303 than the fiscal year immediately following the fiscal year in which it is earned. Following the
1304 completion of six (6) months of service, the unit member shall be entitled to use earned paid
1305 vacation.
1306

1307 **11.2.1** Probationary unit members shall not be eligible to take vacation until the first day of the
1308 pay period following completion of six (6) working months of employment with the
1309 District. Earned vacation for probationary unit members shall not become a vested right
1310 until the unit member has completed six (6) working months of service. No payment for
1311 vacation accumulation shall be made to probationary unit members who separate from
1312 employment with the District prior to completion of six (6) working months of service.
1313

1314 **11.2.1.1** The Vice Chancellor of Human Resources or designee may grant exceptions to
1315 an appeal by a unit member.
1316

1317 **11.3 Accumulation:** Subject to Section 11.7 below, vacation time shall be earned and accumulated on
1318 a monthly basis in accordance with the following schedules:
1319

1320 **11.3.1** From the first (1st) month through the fifth (5th) year of service, vacation time shall be
1321 earned and accumulated at the rate of one (1) day (8 hours) vacation for each month of
1322 service, not to exceed twelve (12) days (96 hours) per fiscal year. For employees that are
1323 serving less than one hundred percent (100%), vacation accrual shall be prorated according
1324 to the percentage of time the employee works. Following the completion for the fifth (5th)
1325 year of service three (3) days of vacation shall be granted on a one time basis in addition
1326 to all other provisions in this Article.
1327

1328 **11.3.2** Commencing with the sixth (6th) year through the tenth (10th) year of service, vacation time
1329 shall be earned and accumulated at the rate of one and a quarter (1.25) days (10 hours)
1330 vacation for each month of service not to exceed fifteen (15) days (120 hours) per fiscal
1331 year. For employees that are serving less than one hundred percent (100%), vacation
1332 accrual shall be prorated according to the percentage of time the employee works.
1333 Following the completion of the tenth (10th) year of service three (3) days of vacation shall
1334 be granted on a one time basis in addition to all other provisions in this Article.
1335

1336 **11.3.3** Commencing with the eleventh (11th) year of service, vacation shall be earned and
1337 accumulated at the rate of one and a half (1.5) days (12 hours) of vacation for each month
1338 of service, not to exceed eighteen (18) days (144 hours) per fiscal year. For employees that
1339 are serving less than one hundred percent (100%), vacation accrual shall be prorated
1340 according to the percentage of time the employee works.
1341

1342 **11.3.4** Commencing with the sixteenth (16th) year of service, unit members shall earn and
1343 accumulate vacation at the rate of one and two-thirds (1.75) days (14 hours) of vacation
1344 for each month of service, not to exceed twenty-one (21) days (168 hours) per fiscal year.

1345 For employees that are serving less than one hundred percent (100%), vacation accrual
 1346 shall be prorated according to the percentage of time the employee works.
 1347

1348 **11.3.5 Illustration:**

1349
 1350 TWELVE-MONTH UNIT MEMBERS

1351 1 Month through	5 Years	12	Days (96 hours) Vacation
1352 6 Years through	10 Years	15	Days (120 hours) Vacation
1353 11 Years through	15 Years	18	Days (144 hours) Vacation
1354 16 Years and after		21	Days (168 hours) Vacation

1355
 1356
 1357
 1358 ELEVEN-MONTH UNIT MEMBERS

1359 1 Month through	5 Years	11	Days (88 hours) Vacation
1360 6 Years through	10 Years	13.75	Days (110 HOURS) Vacation
1361 11 Years through	15 Years	16.50	Days (132 hours) Vacation
1362 16 Years and after		19.25	Days (154 hours) Vacation

1363
 1364
 1365
 1366 TEN-MONTH UNIT MEMBERS

1367 1 Month through	5 Years	10	Days (80 hours) Vacation
1368 6 Years through	10 Years	12.50	Days (100 hours) Vacation
1369 11 Years through	15 Years	15	Days (120 hours) Vacation
1370 16 Years and after		17.50	Days (140 hours) Vacation

1371
 1372
 1373
 1374 **11.4 Vacation Pay Upon Termination:** When a unit member in the bargaining unit, who has completed
 1375 six (6) months of service, is terminated for any reason, they shall be entitled to all vacation pay
 1376 earned and accumulated up to and including the effective date of the termination. An eligible unit
 1377 member who serves fifty percent (50%) or more, but less than seventy-five percent (75%) of a
 1378 month shall be entitled to one-half (1/2) of a month's vacation allowance. An eligible unit member
 1379 who serves at least seventy-five percent (75%) of the month shall be entitled to the full vacation
 1380 allowance for the month. Carry over of earned vacation shall be in accordance with Article 11.7.
 1381

1382 **11.5 Vacation Postponement:** If a bargaining unit member is unable to take their scheduled vacation
 1383 due to illness or injury, they may request that their vacation date be changed, and the District shall
 1384 grant such request in accordance with vacation dates available at that time. The unit member may
 1385 elect to have their vacation rescheduled in accordance with the vacation schedule available at that
 1386 time, or may request to carry over their vacation to the following year, subject to Section 11.7.
 1387

1388 **11.6 Vacation Scheduling:** Vacations shall be scheduled at times requested by unit members subject to
 1389 prior approval of the supervisor and may be denied based on operational needs of the department
 1390 such as peak periods, projects and workload needs. For optimal consideration, the employees
 1391 should provide a minimum of two (2) business days advance notice of the request to the supervisor.
 1392 Supervisors are encouraged to identify and provide advanced notice of peak periods for the unit as
 1393 early as possible. A supervisor or designee shall act on a vacation request within a reasonable period
 1394 of time. The order of approval shall be on a first-come basis. Approval of requests received on the
 1395 same date for the same vacation days shall be based on a rotational list, initially ranked by hire
 1396 date. Any supervisor or designee denying a vacation shall, upon the unit member's request,
 1397 communicate with the unit member within a reasonable period of time to discuss a potential
 1398 alternate mutually agreeable vacation period if available. If no agreement is reached, the unit
 1399 member may appeal to the Vice Chancellor of Human Resources or designee for a resolution of the

1400 matter.
1401
1402 **11.7 Vacation Carry-Over:** Unit members may not earn or accrue more than one and one-half (1.5)
1403 times their annual vacation accrual as of August 31st, 2024. Beginning September 1, 2024, unit
1404 members shall not earn (nor accrue) more than two (2) times their annual vacation balance. It is
1405 the responsibility of unit members to monitor their vacation accrual and to ensure that their vacation
1406 balance does not exceed the limit. For uncommon extra-ordinary circumstances, a bargaining unit
1407 member may request consideration by the Vice Chancellor of Human Resources to extend vacation
1408 beyond the accrual limit.
1409
1410 **11.8 Holidays:** When a holiday falls during the scheduled vacation of any bargaining unit member, such
1411 holiday shall not be deducted from the earned vacation of the bargaining unit member.
1412
1413 **11.9 Interruption of Vacation:** A unit member in the bargaining unit shall be permitted to interrupt or
1414 terminate vacation leave in order to begin another type of paid leave, provided the unit member
1415 supplies notice and supporting information regarding the basis for such interruption or termination.

1416 **ARTICLE 12**

1417 **LEAVES**

1418
1419
1420 For the most current information on leaves refer to Board Policy and Administrative Regulation 7340. The
1421 District has the right to request documentation in verifying appropriate leave use.

1422
1423 **12.1 Bereavement Leave:** Every unit member shall be entitled to bereavement leave as follows:

1424
1425 **12.1.1** Unit members shall be entitled to five (5) days of paid leave of absence for each occurrence
1426 for the death of a spouse or registered domestic partner, child; child of spouse or registered
1427 domestic partner; parent, step-parent, grandparent, grandchild, sibling, spouse of a sibling,
1428 or legal guardian of the unit member or of the spouse or domestic partner of the unit
1429 member, any person who stood *in loco parentis* when the employee was a minor child, or
1430 any family member living in the immediate household of the unit member, or if travel out
1431 of state is required for any other member of the unit member's immediate family.

1432
1433 **12.1.2** Unit members shall be entitled to three (3) days of paid leave of absence for any other
1434 member of the unit member's immediate family, defined as aunt or uncle of the unit
1435 member or of the spouse or domestic partner of the unit member, son-in-law, daughter-in-
1436 law, sibling, brother-in-law, sister-in-law, or former spouse.

1437
1438 **12.1.3** This leave shall not be deducted from sick leave. Entitled bereavement leave may be taken
1439 intermittently in full days. Use of this leave shall be taken within three (3) months from
1440 the date of the death of the family member and need not be taken consecutively (Govt.
1441 Code §§ 12945.7 (b)-(c).

1442
1443 a. Within thirty (30) calendar days of a request by the District, the unit member may be
1444 required to provide documentation of the death of the immediate family member.
1445 Documentation includes death certificate, a published obituary, or written certification
1446 of death, burial, or memorial services from a mortuary, funeral home, burial society,
1447 crematorium, religious institution, or government agency (Govt. Code § 12945.7).

1448
1449 b. Bereavement leave for alternative schedules such as 4/10 will be based on weekly hours
1450 (i.e., for full-time employees bereavement will be based on forty (40) hours not five (5)
1451 days).

1452
1453 **12.1.4** Personal necessity vacation time off, sick leave or other applicable and available paid time
1454 off may be used to extend bereavement leave.

1455
1456 **12.2 Reproductive Loss Leave:** Every unit member is entitled to five (5) days of paid leave for a
1457 reproductive loss event. A reproductive loss event is defined as a failed adoption, failed surrogacy,
1458 miscarriage, stillbirth, or an unsuccessful assisted reproduction. The leave must be taken within
1459 three (3) months of the event and may be taken on non-consecutive days.

1460
1461 **12.3 Jury Duty:** A unit member shall be entitled to leave without loss of pay for any time the unit
1462 member is required to perform jury duty. The District shall pay the unit member the difference, if
1463 any, between the amounts received from jury duty and the unit member's regular rate of pay. Any
1464 meal, mileage, and/or parking allowance provided the unit member for jury duty shall not be
1465 considered in the amount received for jury duty. Any day during which any unit member in the

1466 bargaining unit whose regular shift commences at 11:00 a.m. or after and who is required to serve
1467 all or any part of the day on jury duty shall be relieved from work with pay. The unit member is to
1468 provide documentation of jury duty service.
1469

1470 **12.4 Military Leave:** A unit member shall be entitled to any military leave provided by law and shall
1471 retain all rights and privileges granted by law arising out of the exercise of military leave.
1472

1473 **12.5 Sick Leave:**
1474

1475 **12.5.1 Leave of Absence for Illness or Injury:** A unit member, employed full-time shall be
1476 granted eight (8) hours of leave of absence for each month of active employment for the
1477 purpose of their own illness or injury, exclusive of all days they are not required to render
1478 service to the District, with full pay for a fiscal year of service.
1479

1480 **12.5.2** A unit member, employed less than one hundred percent (100%) during a full fiscal year
1481 is entitled to sick leave hours which are prorated according to the percentage of time the
1482 employee works.
1483

1484 **12.5.3** A unit member employed less than five (5) days per week shall be entitled, for a fiscal year
1485 of service, to that proportion of twelve (12) days of leave of absence. When such persons
1486 are employed for less than a full fiscal year of service, this Section and Section 12.4.2 shall
1487 determine that proportion of leave of absence for illness or injury to which they are entitled.
1488

1489 **12.5.4** Pay for any day of such absence shall be the same as the pay which would have been
1490 received had the unit member served during the day of illness.
1491

1492 **12.5.5** At the beginning of each fiscal year, the full amount of sick leave granted under this Section
1493 shall be credited to each unit member. Credit for sick leave need not be accrued prior to
1494 taking such leave and such leave may be taken at any time during the year.
1495

1496 If unit member resigns, retires or terminates, or upon the conclusion of employment,
1497 unaccrued sick leave which has been taken shall be reimbursed to the District by deduction
1498 from the unit member's final pay check. If the final pay check is not sufficient, a repayment
1499 schedule shall be agreed to between the unit member and the District.
1500

1501 **12.5.6** Pregnancies and disabilities arising out of pregnancies shall be considered as an illness for
1502 the purposes of utilizing sick leave.
1503

1504 **12.5.7** If a unit member does not take the full amount of sick leave allowed in any year under this
1505 Section, the amount not taken shall be accumulated from year to year.
1506

1507 **12.5.8** Any accrued sick leave credit earned by a unit member but unused on the date of retirement
1508 shall be converted to retirement credit in accordance with the applicable PERS Rules and
1509 Regulations.
1510

1511 **12.5.9 Catastrophic Leave:** Unit members are entitled to participate in the catastrophic leave
1512 program as defined in Board Policy and Administrative Regulations. Upon request by
1513 CSEA, the District shall negotiate the effects of any change in Board Policy 7345 or
1514 Administrative Regulation 7345.
1515

1516 **12.6 Extended Sick Leave:** Each unit member shall once a year be credited with a total of 100 days
1517 extended sick leave in addition to the sick leave provided under Section 12.4.1 of this Article. Each
1518 day of extended sick leave provided by this Section shall be compensated at the rate of fifty percent
1519 (50%) of the unit member's regular salary. The paid sick leave provided for under this Section shall
1520 be in addition to any other paid leave provided for in this Article and shall be used after the
1521 exhaustion of the leaves provided in Sections 12.4 and 12.9. The leave in this Section shall not be
1522 accumulative.

1523
1524 **12.6.1** A unit member must exhaust all accrued full paid sick leave prior to accessing the 100 days
1525 of extended sick leave (differential pay). Utilizing paid vacation in lieu leave is not
1526 allowable. The 100 day extended sick leave may be coordinated with vacation and other
1527 paid leaves if the unit member is out on a district approved medical leave or with approval
1528 of the Vice Chancellor of Human Resources or designee.

1529
1530 **12.7 Reemployment List:** When all available paid leaves of absence have been exhausted and if the
1531 unit member is not medically able to assume the duties of the person's position, the person shall be
1532 placed on a reemployment list for a period of thirty-nine (39) months. When available, during the
1533 thirty-nine (39) month period, the person shall be employed in a vacant position in the class of the
1534 person's previous assignment over all other available candidates, except for a reemployment list
1535 established because of lack of work or lack of funds, in which case the person shall be listed in
1536 accordance with seniority.

1537
1538 A unit member who has been placed on a reemployment list, who has been medically released for
1539 return to duty, and who fails to accept the offer to return to a vacant position, shall be deemed to
1540 have resigned their employment.

1541
1542 **12.8 Personal Necessity:** Accumulated sick leave up to seven (7) days may be used in any school year
1543 by the unit member in cases of personal necessity, or the following:

1544
1545 **12.8.1** Death of a member of their immediate family when additional leave is required beyond
1546 that provided in Article 12, Section 12.1.

1547
1548 **12.8.2** Accident, involving their person or property, or the person or property of a member of their
1549 immediate family.

1550
1551 **12.8.3** Appearance in any court or before any administrative tribunal as a litigant, party, or witness
1552 under subpoena or any order made with jurisdiction.

1553
1554 **12.8.4** Serious or critical illness of a member of the immediate family. The illness should be such
1555 that it requires the services of a physician, and of such an emergency nature that the
1556 immediate presence of the unit member is required during the work day.

1557
1558 **12.8.5** Such other reasons which cannot be resolved before or after the unit member's working
1559 hours, is serious in nature, cannot be disregarded, and which requires the unit member's
1560 immediate attention.

1561
1562 **12.8.6** Notification of personal necessity leave shall be made through the appropriate District
1563 electronic procedure at least two (2) days in advance to the unit member's immediate
1564 supervisor. If two (2) days advance notice cannot be given, it shall be given as soon as
1565 possible.

1566

1567 **12.8.7** Personal Necessity leave shall not be used for convenience, scheduled medical
1568 appointments (sick leave is the appropriate leave social events (including extending
1569 vacation or holidays), political activities, job actions, or occupational investigations except
1570 as provided in Section 17.10.2 relating to layoffs. The Vice Chancellor of Human
1571 Resources & Employer/Employee Relations or Executive Director of Human Resources &
1572 Employer/Employee Relations may require verification of Personal Necessity Leave upon
1573 suspicion of a violation of this Section.
1574

1575 **12.9** A medical statement will be required when a unit member is absent for longer than five (5)
1576 consecutive working days. The Board of Trustees designees limited to Chancellor, Vice Chancellor,
1577 or Director of Human Resources, may require verification from a physician concerning the unit
1578 member's injury, accident, or illness at any time regardless of the duration of the absence.
1579

1580 **12.10 Industrial Accident and Illness Leave:** In addition to any other benefits that a unit member may
1581 be entitled to under the Worker's Compensation laws of the State of California, unit members shall
1582 be entitled to the following benefits:
1583

1584 **12.10.1** A unit member suffering an injury or illness arising out of and in the course and scope of
1585 their employment shall be entitled to industrial accident leave of up to sixty (60) working
1586 days in any one (1) fiscal year for the same accident or illness. This leave shall not be
1587 accumulated from year to year, and when any leave will overlap a fiscal year, the unit
1588 member shall be entitled to only that amount remaining at the end of the fiscal year.
1589

1590 **12.10.2** Payment for wages lost on any day shall not, when added to an award granted the unit
1591 member under the Worker's Compensation laws of the State of California, exceed the
1592 normal wage for the day.
1593

1594 **12.10.3** Industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When
1595 entitlement to industrial accident or illness leave under this Section has been exhausted,
1596 entitlement to other sick leave, vacation or other paid leave may then be used. If, however,
1597 a unit member is still receiving temporary disability payments under the Worker's
1598 Compensation laws of the State of California at the time of the exhaustion of benefits under
1599 this Section, they shall be entitled to use only so much of their accumulated and available
1600 normal sick leave and vacation leave, which, when added to the Worker's Compensation
1601 award, provides for a day's pay at the regular rate of pay.
1602

1603 **12.11 Parental Leave (Child Bonding); exhaustion of available sick leave; deduction from salary**
1604 **(Education Code 87780.1)**
1605

1606 **12.11.1** Definition of Parental Leave (Child Bonding): For the purposes of this Article, "parental
1607 leave" is defined as "leave for reason of the birth of a child of the unit member, or the
1608 placement of a child with a unit member in connection with the adoption or foster care of
1609 the child by the unit member."
1610

1611 **12.11.2** Eligibility for Parental Leave (Child Bonding)
1612

1613 **12.11.2.1** All full-time and part-time unit members who have been employed for 12
1614 months with the District are entitled to utilize parental leave.
1615

1616 **12.11.2.2** There is no threshold number of hours that part-time unit members, as well as
1617 full-time unit members, must work in order to be eligible for parental leave.

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12.11.3 General Provisions

12.11.3.1 Once per twelve (12) months, the District shall provide a period of one (1) workweek (a maximum of five (5) consecutive days or forty (40) consecutive hours, or prorated for less-than full-time unit members) of fully-paid parental leave, which shall not be drawn from any existing leave banks, prior to and to run consecutively with the twelve (12) workweeks of partially paid leave utilizing the leave described below.

12.11.3.2 The unit member is entitled to take parental leave in intermittent periods within the 12-month period; however, the aggregate amount of parental leave taken shall not exceed twelve (12) workweeks in the 12-month period. Intermittent parental leave must be taken in minimum leave durations of two weeks at a time. A unit member may be granted a parental leave request of less than (2) two weeks no more than two (2) times in a 12-month period.

12.11.3.3 Following the first week of District-paid leave, unit members are entitled to up to twelve (12) workweeks or parental leave within the first (twelve) 12 months after the birth or placement of their child.

12.11.4 The unit member must first use their regular accrued paid sick leave, and then, when this accrued leave is exhausted, the unit member is entitled to parental leave, paid at fifty percent (50%) of their rate of pay, for a total of (twelve) 12 workweeks within a 12-month period after the birth or placement of the child.

12.11.5 The unit member is also entitled to use their vacation leave in taking parental leave, if the unit member chooses to do so.

12.11.6 Paid parental leave under this Article runs concurrently with unpaid parental leave under the California Family Rights Act (CFRA) and the federal Family and Medical Leave Act (FMLA) for a total of (twelve) 12 workweeks within a 12-month period after the birth or placement of the child.

12.12 General Leaves: A unit member shall have the right to apply for a paid or unpaid leave of absence at any time upon any terms acceptable to the District and a unit member.

12.12.1 Any unit member in the bargaining unit on general leave shall continue to receive their current medical, dental, vision, life and long-term disability insurance benefits for the first three (3) months. After this period, they shall have the option of continuing medical and/or other insurance coverage under the District’s plan at their own expense.

12.13 Educational Leave: Unit members shall be entitled to paid time off for educational leave to take classes when their attendance at these classes is mandated by the District.

12.14 Banked Holiday Leave: Banked Holiday Leave time may be accumulated when a unit member works either part-time or on an alternate work schedule assignment such as 9/80, 36/4 or 4/10 schedule. In these circumstances, when a unit member has a scheduled day off during their regular work year that falls on a negotiated holiday, those hours can be accumulated as “Banked Holiday Leave.”

- Banked Holiday Leave may be accumulated up to forty (40) hours annually.

- 1668
- 1669
- 1670
- All Banked Holiday Leave in excess of forty (40) hours shall be paid annually on the first payroll of the new fiscal year (August 10th payroll).

1671 **12.15 Participation in School Activities of Children Leave**

1672

1673 **12.15.1** A unit member who is a parent, guardian, stepparent, foster parent, or grandparent of, or a person who stands in loco parentis to a child, of one or more children in kindergarten or grades 1 to 12, inclusive, or attending a licensed child care provider, may take off up to forty (40) hours each year, not exceeding eight (8) hours in any calendar month of the year, to participate in activities of the school or licensed child care provider of any of their children, if the unit member, prior to taking the time off, gives reasonable notice to the District of the planned absence of the unit member.

1680

1681 **12.15.2** If both parents of a child work at the same worksite, the entitlement under 12.15.1 of a planned absence as to that child applies, at any one time, only to the parent who first gives notice to the District, such that the other parent may take a planned absence simultaneously as to that same child under the conditions described in 12.15.1 only if they obtains the District's approval for the requested time off.

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1686 **12.15.3** Unit members shall utilize existing vacation, personal necessity, or compensatory time off for purposes of the planned absence. A unit member also may utilize time off without pay for this purpose.

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1691 **12.16 Family Leave:** Unit members shall be allowed to use up to half of their annual sick leave accrual for diagnosis, care or treatment of an existing health condition of, or preventive care for an employee's family member.

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1694 **ARTICLE 13**

1695 **TRANSFERS AND REASSIGNMENT**

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- 1697
- 1698 **13.1 Lateral Transfer within Current Classification:** A unit member may request a lateral transfer to
- 1699 an open position within the unit member’s current permanent classification. A qualified applicant
- 1700 shall be a permanent (not probationary) bargaining unit member serving in the same salary range
- 1701 and comparable position as that of the open position and who meets the qualifications for the open
- 1702 position per the job description for that position. The open position shall be posted for ten (10)
- 1703 working days at appropriate work locations prior to the commencement of interviews. Eligible unit
- 1704 members may apply for the position by filing an appropriate District application with the Office of
- 1705 Human Resources within the time limits specified and will be granted an interview. The District
- 1706 retains the right to hire the most suitable applicant for the position. All applicants shall receive
- 1707 notice of the selection determination.
- 1708
- 1709 **13.2 Open Position:** When a bargaining unit position has not been filled through a lateral transfer under
- 1710 Section 13.1, or if a vacancy has been created through a lateral transfer, then the open position shall
- 1711 be posted at appropriate work locations for not less than ten (10) working days, as well as advertised
- 1712 externally. Any unit member in the bargaining unit may apply for the position by filing an
- 1713 appropriate District approved application with the Office of Human Resources within the time
- 1714 limits specified. All open position recruitment and selection shall comply with EEO principles and
- 1715 the District’s commitment to EEO Board Policy and Administrative Regulation 3420. All unit
- 1716 members that meet the criteria established by the hiring committee shall be offered a first-level
- 1717 interview.
- 1718
- 1719 **13.3 Notice Contents:** The vacancy announcements for purposes of Sections 13.1 and 13.2 shall
- 1720 include: the job title, a brief description of the position and duties, the minimum qualifications
- 1721 required for the position, the assigned work location, the number of hours per day, regular assigned
- 1722 work shift times, days per week, and months per year assigned to the position, the salary range, and
- 1723 the deadline for filing to fill the vacancy.
- 1724
- 1725 **13.4 Medical Transfers:** The District shall give alternate work for which the unit member is qualified
- 1726 when the same is available to a unit member who has become medically unable to satisfactorily
- 1727 perform their regular duties. After a unit member has become medically unable to satisfactorily
- 1728 perform their regular duties, the Vice Chancellor, or their designee, and the unit member shall meet
- 1729 following a request from the unit member to determine whether there is work for which the unit
- 1730 member is qualified and is physically able to perform. The alternate work may constitute demotion,
- 1731 or lateral transfer into a vacant position that is either equivalent to the employee’s original position
- 1732 in pay and status or lower as a reasonable accommodation. It is recognized that one (1) or more
- 1733 meetings may need to take place. The opportunity for alternate work shall be made available for a
- 1734 period of up to one (1) year after the unit member is medically unable to satisfactorily perform their
- 1735 regular duties. If the unit member declines alternate work, the District shall have satisfied all of its
- 1736 obligations with regard to alternate work.
- 1737
- 1738 **13.5 Disability Accommodations:** Each request for reasonable accommodation under each applicable
- 1739 disability statutes by a bargaining unit member shall be referred to the District and CSEA, if the
- 1740 unit member elects to be represented by CSEA, for examination on an individual basis.
- 1741
- 1742 **13.6 District Initiated Transfer:**
- 1743 **13.6.1 Temporary Transfer:** In the event a unit member is temporarily assigned to work in a

1744 work location other than the unit member’s normal work site for a period in excess of five
1745 (5) working days, the unit member shall be granted, upon written request, the opportunity
1746 for a personal conference with the unit member’s current immediate supervisor and/or a
1747 representative from the Office of Human Resources. A temporary transfer in excess of
1748 twenty (20) working days shall be processed in accordance with Section 13.6.2.
1749

1750 **13.6.2 District Initiated Transfer:** Unit members may be transferred for non-disciplinary
1751 reasons under this Article when it is in the best interest of the District. Transfer is a
1752 movement from one (1) location or operating unit to another within the South Orange
1753 County Community College District and within the unit member’s same classification. The
1754 District shall not be arbitrary, capricious, or discriminatory in the application of District
1755 initiated transfers. The District shall give twenty (20) working days’ notice to affected unit
1756 members before initiating a District transfer. By mutual agreement between the District
1757 and the unit member, notice time can be less than twenty (20) working days. The unit
1758 member shall be granted, upon written request, the opportunity for a personal conference
1759 with the unit member’s current immediate supervisor and/or a representative from the
1760 Office of Human Resources.
1761

1762 **13.7 Reversion Rights:**
1763

1764 **13.7.1** A unit member who is promoted and fails to complete the required probationary period of
1765 six (6) months shall be returned to the classification in which the unit member held
1766 permanency immediately prior to the promotion. To be eligible:
1767

- 1768 1) There must be an available, vacant position in the unit member’s prior classification; or
- 1769 2) The unit member must have greater seniority than the least senior unit member serving
1770 in that classification. A position is not available and vacant when the position is not
1771 being filled due to a hiring freeze.
1772

1773 **13.7.2** In the event the returning unit member cannot displace a unit member in the classification
1774 immediately held prior to promotion, the returning unit member may displace the least
1775 senior unit member of the next previously held classification as per Section 13.7.1.
1776

1777 **13.7.3** Any unit member displaced as a result of the application of this Article shall be entitled to
1778 the displacement provisions of Sections 13.7.1 and 13.7.2. It is recognized that this process
1779 of bumping may ultimately result in the layoff of a unit member. Any such layoff shall be
1780 processed in accordance with the provisions of Article 17 of this Agreement.
1781

1782 **13.7.4** Promoted unit members who return to their former or other classifications shall be credited
1783 with the time earned in the promoted classification to the position held immediately prior
1784 to promotion.
1785

1786 **13.7.5** Promoted unit members who have completed the initial probationary period in any
1787 classification shall retain all rights, benefits and burdens of a permanent unit member as to
1788 any classification in which permanency has been obtained.

1789 **ARTICLE 14**

1790 **GRIEVANCE PROCEDURE**

1791 **14.1 Definitions:**

1792
1793
1794
1795 **14.1.1** Grievance – a formal written allegation by grievant aggrieved of a violation of a specific
1796 Article, Section or provision of this Agreement.

1797
1798 **14.1.1.1** “Grievance” as defined in this Agreement, shall be brought only through this
1799 procedure.

1800
1801 **14.1.1.2** Actions to challenge or change the policies of the District as set forth in law,
1802 policies, rules and regulations and procedures not contained within this
1803 Agreement, must be undertaken under separate processes.

1804
1805 **14.1.2** Grievant – any unit member or the exclusive bargaining representative covered by the
1806 terms of this Agreement who is aggrieved.

1807
1808 **14.1.3** Day – a “day” (for purposes of this Grievance Article) any day on which the central
1809 administrative office of the District is regularly open for business.

1810
1811 **14.1.4** Immediate Supervisor – the immediate supervisor is the first District- designated
1812 administrator or classified manager as reflected in the Human Resources organizational
1813 plan.

1814
1815 **14.1.5** Grievance Forms - for purposes of filing a written grievance, the grievance forms are
1816 available electronically online at the following link: [URL TBD].

1817
1818 **14.2 Time Limits**

1819
1820 **14.2.1** A grievant who fails to comply with the established time limits at any step shall forfeit all
1821 rights to process the existing grievance.

1822
1823 **14.2.2** District failure to respond within established time limits at any step entitles the grievant to
1824 proceed to the next step.

1825
1826 **14.2.3** Time is of the essence in all processing of grievances.

1827
1828 **14.2.4** Time or procedural steps may be waived at any step by mutual written agreement between
1829 the grievant and/or CSEA and the District.

1830
1831 **14.3 Other Provisions**

1832
1833 **14.3.1** Unit Member Rights – No probationary unit member may use this grievance procedure in
1834 any way to appeal discharge. No unit member shall use this grievance procedure to appeal
1835 any Board decision if such decision is a result of a State or federal regulatory commission
1836 or agency, or State or federal law decision.

1837
1838 **14.3.2** The grievant may be represented by a CSEA Union Steward at all levels of the grievance

- 1839 procedures under 14.4 below, with no loss of pay or benefits to either party.
1840
1841 **14.3.3** Prior to filing a grievance at Level I below, the grievant is encouraged to discuss the
1842 grievance with their supervisor/manager or designee.
1843
1844 **14.3.4 Grievance Witnesses:** The District shall make available for testimony in connection with
1845 the grievance procedure a District unit member whose appearance is requested by the
1846 grievant or CSEA.
1847
1848 **14.3.5 Group Grievances:** If the grievance involves unit members with different immediate
1849 supervisors, the grievance may be filed at Step Two.
1850
1851 **14.3.6 Policy Grievances:** If the grievance involves Districtwide interpretation of this
1852 Agreement, affecting the entire bargaining unit, the grievance may be submitted by CSEA
1853 to the Chancellor or designee.
1854
1855 **14.3.7 Employee-Process Grievance:** A unit member covered by this Agreement may present a
1856 grievance directly and have such grievance adjusted without intervention of CSEA as long
1857 as the adjustment is not inconsistent with the terms of this Agreement. CSEA shall be
1858 provided a copy of any grievances filed by unit members directly and any responses by the
1859 District. Prior to any resolution of any grievance, CSEA shall be provided with a copy of
1860 the proposed resolution for review. CSEA shall be given ten (10) days to file a written
1861 response to the proposed resolution. Any disagreement concerning whether the settlement
1862 is inconsistent with the terms of this Agreement shall be subject to the grievance procedure.
1863
1864 **14.3.8 Notice to Human Resources:** Whenever any grievance is presented for adjustment
1865 consistent with the terms of this Article, a copy of the grievance shall be concurrently filed
1866 with the Executive Director of Employee/Employer Relations.
1867
1868 **14.3.9 Separate Grievance File:** All materials concerning a unit member's grievance shall be
1869 kept in a file separate from the unit member's personnel file, which file shall be available
1870 for inspection only by the unit member the CSEA Union Steward upon permission by the
1871 grievant and those management, supervisory, and confidential employees directly involved
1872 in the grievance procedure.
1873

1874 **14.4 Procedural Steps**

1875 **14.4.1 Informal Resolution**

- 1876
1877
1878 **14.4.1.1** Within thirty-five (35) days after the bargaining unit member knew or reasonably
1879 should have known of the act or omission giving rise to the grievance and before
1880 filing a formal written grievance, the bargaining unit member should attempt to
1881 resolve it by an informal conference with their immediate supervisor. The
1882 bargaining unit member may pursue the informal procedure through the
1883 immediate supervisor's chain of command. This informal procedure may be
1884 utilized up to and including the second management level above the immediate
1885 supervisor. If an action of the immediate supervisor is the basis for the grievance,
1886 the bargaining unit member may initiate the informal process at the next level of
1887 management above the immediate supervisor. The bargaining unit member may
1888 initiate the formal level at any point in this informal procedure. The District and
1889 CSEA, Chapter 586 agree to attempt resolving grievances at the lowest

1890 supervisory level whenever possible.

1891

1892 **14.4.2 Level I – Immediate Supervisor/Manager or Designee**

1893

1894 **14.4.2.1** Within fifteen (15) days after the most recent meeting at the informal level or
1895 within thirty-five (35) days after the bargaining unit member knew or reasonably
1896 should have known of the act or omission giving rise to the grievance, the grievant
1897 shall present their grievance in writing to the immediate supervisor/manager or
1898 designee on the District Level I grievance form. The grievance shall contain; a
1899 clear and concise statement of the grievance; the circumstances involved; any
1900 supporting evidence; the specific Sections of the Agreement alleged to have been
1901 violated; the affected unit member(s); and the specific remedy sought.

1902

1903 **14.4.2.2** The immediate supervisor, manager or designee, as applicable, or the grievant
1904 may request a conference to discuss the grievance within the above time limits.

1905

1906 **14.4.2.3** The immediate supervisor, manager or designee, shall hold a conference with the
1907 grievant and communicate the decision to the grievant in writing on the grievance
1908 form within ten (10) days of receiving the grievance.

1909

1910 **14.4.3 Level II – President or Designee**

1911

1912 **14.4.3.1** If the grievant is not satisfied with the decision at Level I, the grievant may appeal
1913 the decision by completing and submitting a Level II grievance form to the
1914 President or designee within ten (10) days.

1915

1916 **14.4.3.2** In order to be processed or considered, the appeal shall include copies of the
1917 original grievance and decision rendered, if rendered, and reason for appeal.

1918

1919 **14.4.3.3** The President, or designee, shall hold a conference with the grievant and
1920 communicate the decision to the grievant in writing on the grievance form within
1921 ten (10) days of receiving the appeal and forward a copy of the response to CSEA.

1922

1923 **14.4.3.4** The President's designee or the Vice Chancellor's designee shall not be any
1924 person who has previously ruled on the grievance at any of the previous levels.

1925

1926 **14.4.4 Level III – Chancellor or Designee**

1927

1928 **14.4.4.1** If the grievant is not satisfied with the decision at Level II, the grievant may
1929 appeal the decision by completing and submitting a Level III grievance form to
1930 the Chancellor or designee within ten (10) days.

1931

1932 **14.4.4.2** The appeal shall include a copy of the original grievance and appeals with
1933 decision rendered, and reasons for the appeal.

1934

1935 **14.4.4.3** The Chancellor or designee shall communicate the decision in writing to the
1936 grievant within fifteen (15) days of receiving the appeal. The Chancellor may hold
1937 a conference with the grievant within the above time limits and forward a copy of
1938 the response to CSEA.

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14.4.4.4 The Chancellor’s designee shall not be any person who has previously ruled on the grievance at any previous level.

14.4.5 Level IV – Arbitration

14.4.5.1 Where the grievant and CSEA wish to proceed to arbitration, a request shall be made to the Vice Chancellor of Human Resources or designee within five (5) days of the receipt of the Chancellor’s or designee’s decision. Should CSEA and the District be unable to mutually agree on the selection of an arbitrator:

14.4.5.1.1 The Vice Chancellor of Human Resources or designee shall request a list of arbitrators from the State Mediation and Conciliation Service.

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

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

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

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

The grievant and the CSEA representative shall be provided reasonable release time to process a grievance without loss of pay or benefits.

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

14.4.5.1.6 The arbitrator may only render a decision on the interpretation of the provision or provisions of this Agreement at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Agreement. The arbitrator

1991 shall be without power or authority to make any decision that requires
1992 the District or the administration to perform an illegal act.

1993
1994 **14.4.5.1.7** After a hearing, and after both parties have had an opportunity to make
1995 written or oral arguments, the arbitrator shall submit, in writing, to all
1996 parties, their findings and award. The award of the arbitrator shall be
1997 binding on the Board of Trustees unless a court of competent
1998 jurisdiction directs otherwise.

1999
2000 **14.4.5.2** Arbitrator’s Recommendation

2001
2002 **14.4.5.2.1** The Board shall adopt the arbitrator’s recommendation at its next
2003 regular meeting after receipt, providing a minimum of ten (10) days
2004 have elapsed from receipt to the Board meeting.

2005
2006 **14.4.5.2.2** The Chancellor may meet with the grievant and representatives to
2007 discuss other alternative solutions, if the arbitrator’s decision would
2008 result in a proven financial hardship for the District. Any meeting to
2009 discuss alternative solutions does not release the District from the
2010 binding award recommended by the arbitrator unless agreed to in
2011 writing by the District and CSEA.

2012
2013 **14.4.5.2.3** Any references to timelines or procedural steps as outlined in this
2014 article may be waived based on compelling circumstances and upon
2015 mutual agreement between CSEA and the District.

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ARTICLE 15

DISCIPLINARY ACTIONS

15.1 Permanent Classified Unit Members: Permanent classified unit members shall only be subject to discipline for cause. Disciplinary actions herein shall be defined as dismissal, suspension or demotion.

15.1.1 The level of discipline imposed shall be guided by the principles of progressive discipline, beginning with oral counseling, if appropriate. Prior to taking disciplinary action, the District may pursue non-disciplinary corrective action in an attempt to remediate employee conduct or performance. Non-disciplinary actions may include oral counseling, oral warnings, oral reprimands, written warnings, and written reprimands. Non-disciplinary actions do not deprive any employee of any incidents of employment and are intended to aid the employee in improving and correcting behaviors prior to the imposition of disciplinary action. Progressive discipline should be administered in a neutral, reasonable, and confidential manner (See Article 23). While a reprimand is not a disciplinary action as defined by the Education Code, it is included under the concept of progressive discipline, in appropriate circumstances. If issued, a written reprimand shall include specific recommendations and directions for improvement.

15.1.2 CSEA and the District agree that progressive discipline will be applied except in cases of severe disciplinary infractions, such as being an immediate threat to the health, safety, and wellbeing of students, employees, or the public, criminal actions, acts of gross misconduct, or acts that are intentional, wanton, willful, deliberate, reckless, or in deliberate indifference to the District’s interest.

15.2 Disciplinary Grounds: Disciplinary actions shall be imposed on unit members of the bargaining unit for the following reasons:

15.2.1 Incompetency. (Examples may include situations in which an employee is incapable, through lack of skill, education, training, ability, or effort, of performing the duties of the position within an acceptable range of performance.)

15.2.2 Inefficiency. (Examples may include continuous failure to meet an acceptable level of productivity maintained by those in similar positions or repeated acts of carelessness, indifference or laziness resulting in unreasonable delays or poor work product.)

15.2.3 Insubordination. A refusal to obey a directive which a supervisor or administrator is entitled to give and have obeyed.

15.2.4 Inattention to or dereliction of duty, or an inexcusable neglect of duty. (Examples may include an employee’s unjustified, intentional, or grossly negligent failure to perform a known official duty.)

15.2.5 Dishonesty. (Examples may include an employee’s untruthful statements, fabricated excuses, falsification of reports or other documents, stealing, cheating, defrauding, embezzling, or obtaining property or money under false pretenses; or the use of fraud, deception, or misrepresentation of material facts in the employment relationship.)

- 2066 15.2.6 Immoral conduct. (Examples may include conduct or behavior which is contrary to
 2067 commonly accepted moral or ethical standards and endangers the health, welfare, safety or
 2068 education of any employees, students and/or members of the public.)
 2069
- 2070 15.2.7 Discourteous and/or abusive treatment of public, employees and/or students. (Examples
 2071 may include rudeness, swearing, yelling, belligerence, fighting, threatening or intimidating
 2072 behavior, or other disruptive conduct. Also includes use of insulting, offensive, abusive, or
 2073 inappropriate language not rising to the level of discrimination or harassment.)
 2074
- 2075 15.2.8 Any willful failure of good conduct that tends to injure the public service.
 2076
- 2077 15.2.9 Engaging in a political activity during assigned working hours.
 2078
- 2079 15.2.10 Unreported, unexcused, unauthorized, and/or persistent absences or tardiness.
 2080
- 2081 15.2.11 Conviction of a sex offense as defined in Education Code Section 87010 or a controlled
 2082 substance offense as defined in Education Code Section 87011.
 2083
- 2084 15.2.12 Willful or persistent violation of Board Policies, this Agreement, and/or Administrative
 2085 Regulations.
 2086
- 2087 15.2.13 Use of District e-mail, Internet, mail services equipment, materials and/or facilities for
 2088 personal and/or political purposes as defined in Board Policy and/or Administrative
 2089 Regulations.
 2090
- 2091 15.2.14 Unexcused possession of and/or under the influence of alcohol or controlled substances as
 2092 defined in the California Health and Safety Code during work.
 2093
- 2094 **15.3 Probationary Unit Members:** Probationary unit members are subject to disciplinary action
 2095 including dismissal without the benefit of advance notice or hearing.
 2096
- 2097 **15.4 Timeliness:** The District shall not initiate any disciplinary action for any cause alleged to have
 2098 arisen prior to the unit member becoming permanent nor for any cause alleged to have arisen more
 2099 than two (2) years preceding the date of the filing of the notice of intent to impose discipline, unless
 2100 such cause was concealed or not disclosed by such unit member when it could be reasonably
 2101 assumed that the unit member should have disclosed the facts to the District. However, the District
 2102 may use prior discipline and written warnings and/or reprimands to establish a prior pattern of
 2103 conduct.
 2104
- 2105 **15.5 Pre-Disciplinary Due Process Meeting Procedure (Skelly):** When suspension, demotion, or
 2106 discharge are recommended, the Vice Chancellor of Human Resources will notify the Board and
 2107 the employee and state the reasons. Such notice shall be in writing, and shall be served in person
 2108 or by certified mail upon the unit member by the Chancellor or appointed designee. The written
 2109 notice shall include a statement of the unit member's right to a pre-disciplinary (Skelly) meeting
 2110 on the charges, the period within which such a due process meeting (Skelly) will occur; and the
 2111 unit member's right to be represented by CSEA, if requested. The investigation, due process
 2112 meeting (Skelly), and defense shall be limited to the reasons for the charge by the Chancellor or
 2113 designee. At the conclusion of the due process meeting (Skelly), the neutral Skelly officer shall
 2114 submit in writing a recommendation to the Vice Chancellor of Human Resources.
 2115

2116 **15.5.1** At the conclusion of the due process meeting (Skelly) procedure, if the proposed
2117 recommended disciplinary action is upheld, the employee will receive written notice of
2118 their right to appeal the charges in an evidentiary hearing as outlined in 15.6.
2119

2120 **15.5.2** Unit members may be suspended prior to the Board of Trustees' final decision following a
2121 due process meeting (Skelly) before the Chancellor or designee. The unit member may be
2122 suspended without pay following the due process meeting (Skelly) only if the unit
2123 member's presence at work could prove injurious, harmful or seriously disruptive to the
2124 District or the unit member's misconduct causes an actual or reasonably foreseeable risk
2125 to the health or safety of students or other employees or loss or damage to District property.
2126 If, after a due process meeting (Skelly), the disciplinary action is upheld, the Board of
2127 Trustees shall determine whether the suspension is with or without pay.
2128

2129 **15.6 Disciplinary Procedure (Evidentiary Hearing):** When the District seeks the imposition of any
2130 disciplinary action, notice of such discipline shall be made in writing and served in person or by
2131 certified mail upon the unit member by the Chancellor or designee. The notice shall contain (1) a
2132 statement of the specific acts or omissions upon which the disciplinary action is based, (2) a
2133 statement of the cause for which disciplinary action is taken, (3) the Education Code, policy, rule,
2134 or regulation violation, (4) the penalty proposed, (5) copies of the documentary evidence upon
2135 which the disciplinary action is based, and (6) a statement of the unit member's right to appeal the
2136 proposed disciplinary action to the Board of Trustees by filing a written request for hearing with
2137 the Board of Trustees in the Office of the Chancellor within five (5) days of receipt of the notice of
2138 disciplinary action. The hearing before the Board of Trustees shall be conducted in accordance with
2139 Board Policy 7365. The Board, at its discretion, may delegate the hearing to a neutral third party
2140 selected by the Board, whose decision shall be advisory to the Board. The District retains the
2141 discretion to select a hearing officer. If CSEA notifies the District that a unit member has elected
2142 to be represented by CSEA, the District will consult CSEA regarding selection of a hearing officer
2143 as follows: 1) the District will compile a list of five (5) possible hearing officers; 2) within five (5)
2144 business days CSEA may preemptively strike up to two (2) hearing officers; 3) the District may
2145 select from the remaining hearing officers; and 4) in the event that remaining hearing officers are
2146 unavailable, the District will consult CSEA regarding alternatives. The Board's decision shall be
2147 final.

2148 **ARTICLE 16**

2149

2150 **SAFETY**

- 2151
- 2152 **16.1 Safety Committee:** Each college’s safety committee shall include at least one (1) member
2153 appointed by CSEA. The committees shall review health, safety, sanitation and working conditions.
2154 They should meet not less than every three (3) months and make recommendations to the colleges
2155 and district concerning improvements in health, safety, sanitation and working conditions.
2156
- 2157 **16.2 No Discrimination:** No unit member shall be in any way discriminated against as a result of
2158 reporting any condition believed to be a violation of good safety practices.
2159
- 2160 **16.3** A Union Steward may accompany a CAL-OSHA representative conducting an on-site walk-
2161 around safety inspection of any area, department, division, or other subdivision in fulfillment of
2162 the Union Steward’s responsibilities.
2163
- 2164 **16.4** Unit members shall be released with pay to attend emergency response, sexual harassment
2165 prevention, security, and any other safety-related training mandated by the District.

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2169
ARTICLE 17

LAYOFF AND REEMPLOYMENT PROCEDURES

2170 **17.1 Layoff:** Layoff means termination of employment due to lack of work and/or lack of funds, and
2171 includes any reduction in hours, days, or months of employment, or assignment to a class or range
2172 lower than that in which the unit member has permanence. A layoff is a non-disciplinary action.
2173 Layoff processes are found in California Education Code sections 88014, 88015, 88017, 88117 and
2174 88127 and will be followed during any reduction in staff through layoffs.
2175

2176 **17.2 Notice of Layoff:**
2177

2178 **17.2.1** Upon the decision of the District’s Board of Trustees to lay off a classified unit member,
2179 written notice of layoff shall be sent by first class mail to the person’s last known address
2180 on file in the District’s Office of Human Resources or delivered in person to the affected
2181 classified unit member or unit members.
2182

2183 **17.2.2** When, as a result of the expiration of a specially funded program, classified positions are
2184 eliminated at the end of a school year, the unit member or unit members to be laid off at
2185 the end of such school year shall be given written notice on or before April 29th, informing
2186 them of their layoff effective at the end of the school year and of their displacement rights,
2187 if any, and reemployment rights. If the termination date of any specially funded program
2188 is other than the end of a school year, such notice shall be given not less than sixty (60)
2189 calendar days prior to the effective layoff date.
2190

2191 **17.2.3** When, as a result of a reduction or elimination of the service being performed by any
2192 department, the Chancellor shall notify the affected employee(s) and Board of Trustees in
2193 writing not later than March 15th of the college year. CSEA shall receive a copy of the
2194 written recommendation for layoff after the affected employees, and layoffs shall proceed
2195 in accordance with Education Code sections 88017, 88117, and 88127. Following receipt
2196 of the written recommendation, the CSEA President and CSEA Labor Relations
2197 Representative may meet with the District in accordance with 17.1, and shall make all good
2198 faith efforts to avoid the necessity of a formal administrative hearing.
2199

2200 **17.2.4** Notice of termination shall be given on or before May 15th of the college year with final
2201 notice of the Board’s determination, unless extended by a continuance. The layoff shall be
2202 effective the last workday for that position of the college year. If the governing board of
2203 the community college does not give notice of termination as required by law, a permanent
2204 employee shall be deemed reemployed for the ensuing college year.
2205

2206 **17.3 Order of Layoff:** Classified unit members within an affected job classification shall be laid off
2207 subject to the following provisions:
2208

2209 **17.3.1** The order of layoff shall be by seniority as defined in this Article.
2210

2211 **17.3.2** Seniority shall be determined by Board approved hire date within each classification plus
2212 higher classifications. Length of service in a lower classification shall not be credited
2213 toward seniority in a higher classification. Paid service performed prior to entering into a
2214 probationary status in the classified service shall not be credited toward seniority. Time
2215 spent on the following authorized leaves of absence shall be included when computing

2216 seniority:
2217
2218 **17.3.2.1** Paid leaves of absence
2219 **17.3.2.2** Leaves mandated by statute
2220 **17.3.2.3** Required military leaves of absence
2221
2222 Time spent on all other leaves of absence shall not be credited toward seniority and shall
2223 be deducted from the unit member's seniority for purposes of determining layoff.
2224
2225 **17.3.3** In the case of two (2) or more classified unit members with the same seniority, the order
2226 of layoff shall be based on the following:
2227
2228 **17.3.3.1** Date of first paid service as a probationary unit member in the District.
2229
2230 **17.3.3.2** By lot.
2231
2232 **17.4 Displacement Rights:**
2233
2234 **17.4.1** Permanent unit members who are laid off will be able to exercise bumping rights in their
2235 class or in any lower class in which the unit member has gained permanence as follows:
2236
2237 **17.4.1.1** If vacancies remain, unit members may transfer into a vacant position in their
2238 class, at equal or comparable assigned time.
2239
2240 **17.4.1.2** In the absence of a vacant position opening, the unit member may exercise
2241 bumping rights in their class or in any lower class in which they have gained
2242 permanent status and hold seniority credit greater than an incumbent.
2243
2244 **17.4.1.3** To be considered for bumping, the unit member shall be required to notify the
2245 Director of Employment and Recruitment Services in writing of such election no
2246 later than ten (10) working days after receiving the notice of layoff.
2247
2248 **17.4.2** Unit members unable to exercise bumping rights may request a voluntary demotion or
2249 reduction in assigned time, resulting in appointment to available vacant positions equal to
2250 their former position or lower classes for which they meet minimum qualifications.
2251
2252 **17.4.3** A unit member who has accepted a demotion in lieu of layoff, has the right to be
2253 reemployed, in accordance with seniority in the former class, for an additional twenty-four
2254 (24) month period after the thirty-nine (39) month reemployment period.
2255
2256 **17.5 Voluntary Reductions in Assigned Time:** The District may elect, in lieu of layoff, to offer
2257 reductions in assigned time to classified unit members within an affected classification. A unit
2258 member who elects and receives a reduction in assigned time in lieu of layoff shall, nonetheless,
2259 be placed on the thirty-nine (39) month reemployment list, together with an additional twenty-four
2260 (24) month period, and shall be eligible to return to this former assigned time in order of seniority.
2261
2262 **17.6 Return to Former Classification Following Voluntary Demotion or Voluntary Reduction in**
2263 **Hours:** Unit members taking voluntary demotions or voluntary reductions in assigned time in lieu
2264 of layoff shall be, at the unit member's option, returned to a position in their former class or to
2265 positions with increased assigned time as vacancies become available, within the sixty- three (63)

2266 month time limit per Section 17.5 above, except that they shall be ranked in accordance with their
2267 seniority on any valid reemployment list.

2268
2269 **17.7 Retirement in Lieu of Layoff:**
2270

2271 **17.7.1** Any unit member subject to being laid off or who was in fact laid off may elect to accept a
2272 service retirement from the Public Employee's Retirement System in accordance with
2273 Education Code Section 88015.

2274
2275 **17.7.2** The unit member shall be placed on a thirty-nine (39) month reemployment list in
2276 accordance with Section 17.8 of this Article; however, the unit member shall not be eligible
2277 for reemployment during such other period of time as may be specified by pertinent
2278 Government Code Sections.

2279
2280 **17.7.3** The District agrees that when an offer of reemployment is made to an eligible person retired
2281 under this Article, and the District receives within five (5) working days a written
2282 acceptance offer, the position shall not be filled by any other person, and the retired person
2283 shall be allowed sufficient time to terminate their retired status.

2284
2285 **17.7.4** A unit member subject to this Section who retires and is eligible for reemployment and
2286 who declines an offer of reemployment equal to that from which lay off shall be deemed
2287 to be permanently retired.

2288
2289 **17.7.5** Any unit member electing to retire after being placed on a reemployment list shall be retired
2290 in lieu of layoff within the meaning of this Section.
2291

2292 **17.8 Reemployment:**
2293

2294 **17.8.1** A classified unit member who is laid off shall be placed on a thirty-nine (39) month
2295 reemployment list and shall have the right to apply for other positions within the District
2296 while the unit member's name remains on the reemployment list. The unit member shall
2297 be required to maintain their current address on file with the District Office of Human
2298 Resources.
2299

2300 **17.8.2** If, during a unit member's eligibility period for reemployment, positions become vacant
2301 within a job classification of a laid off unit member or unit members, or a lower
2302 classification for which the laid off unit member is qualified, the District shall notify, by
2303 first class mail addressed to the last known address on file with the Office of Human
2304 Resources, such unit member or unit members offering reemployment in order of seniority.
2305

2306 **17.8.3** If the unit member accepts reemployment, the unit member shall report to work within ten
2307 (10) working days following notification of reemployment.
2308

2309 **17.8.4** A unit member who receives such notice of reemployment, but who does not accept the
2310 offer of reemployment within five (5) working days shall be deemed to have rejected the
2311 offer of reemployment. After refusal or non-response to the second consecutive offer of
2312 reemployment, the unit member's name shall be removed from the thirty-nine (39) month
2313 reemployment list including all rights thereto.
2314

2315 **17.8.5** A classified unit member reemployed within thirty-nine (39) months after being laid off
2316 shall be fully restored to their position with all rights to permanent status. Seniority,

2317 benefits, or service credit shall not, however, accrue during the period of layoff.

2318

2319 **17.9 Seniority Roster:** The District shall maintain an updated seniority roster indicating unit member's
2320 class seniority, and hire date seniority. Such rosters shall be available to CSEA for review.

2321

2322 **17.10 Benefits to Unit Members Following Layoff:**

2323

2324 **17.10.1** The District shall continue to pay health and welfare benefits at the current rate for all unit
2325 members laid off and currently receiving benefits for ninety (90) calendar days from the
2326 effective date of layoff.

2327

2328 **17.10.2** The District shall allow each permanent unit member subject to layoff who works at least
2329 six (6) hours per day with up to twenty-four (24) hours of accrued personal necessity leave
2330 for the purpose of seeking future employment. The twenty-four (24) hours shall be in
2331 increments not exceeding four (4) hours each.

2332

2333 **17.10.3** Unit members laid off shall be offered "substitute" employment in any class within the
2334 District for which they meet minimum qualifications in accordance with seniority as
2335 provided for in this Agreement. A unit member who receives a substitute offer, but who
2336 does not accept the offer within five (5) working days shall be deemed to have rejected
2337 the offer.

2338 **ARTICLE 18**

2339

2340 **UNIT MEMBER EXPENSES AND MATERIALS**

- 2341
- 2342 **18.1 Safety Equipment:** Should the employment duties of a unit member in the bargaining unit require
- 2343 use of any equipment or gear to insure the safety of the unit member or others, the District agrees
- 2344 to furnish such equipment or gear and provide appropriate training. It shall be the responsibility of
- 2345 each unit member to wear and appropriately use such equipment and gear.
- 2346
- 2347 **18.2 Non-Owned Automobile Insurance:** The District agrees to provide the secondary personal injury
- 2348 and property damage insurance in the event that unit members use their personal vehicle on
- 2349 authorized employer business.
- 2350
- 2351 **18.3 Physical Examinations:** The District agrees to provide the full cost of any medical examination
- 2352 required by the District as a condition of employment or continued employment, including but not
- 2353 limited to, the provisions outlined in Education Code Section 88021 or its successor.
- 2354
- 2355 **18.4 Hold Harmless Clause:** Whenever any civil action is brought against a unit member or any action
- 2356 or omission arising out of, or in the course of, the duties of that unit member, the District agrees to
- 2357 pay the costs of defending such action, including costs of counsel and of appeals, if any, and shall
- 2358 hold harmless from and protect such unit member from any financial loss resulting therefrom,
- 2359 insofar as required by law.

2360 **ARTICLE 19**

2361

2362 **SEVERABILITY**

2363

2364 **19.1 Savings Clause:** If during the life of this Agreement there exists any applicable law or any
2365 applicable rule, regulation, or order issued by governmental authority other than the District
2366 which shall render invalid or restrain compliance with or enforcement of any provision of this
2367 Agreement, such provision shall be immediately suspended and be of no effect hereunder so long
2368 as such law, rule, regulation, or order shall remain in effect. Any invalidation of a part or portion
2369 of this Agreement shall not invalidate any remaining portions which shall continue in full force
2370 and effect.

2371

2372 **19.2 Replacement for Severed Provision:** In the event of suspension or invalidation of any Article
2373 or Section of this Agreement, the District and CSEA will meet within thirty (30) days after such
2374 determination for the purpose of arriving at satisfactory replacement for such Article or Section.

2375

2376 **19.3 Past Practices:** Rules, regulations, policies and practices which are in effect at the time of this
2377 Agreement that affect the rights and obligations of bargaining unit members shall not be modified
2378 without prior consultation with CSEA.

2379 **ARTICLE 20**

2380

2381 **CONCERTED ACTIVITIES**

- 2382
- 2383 **20.1** Apart from, and in addition to, existing legal restrictions upon work stoppages, neither bargaining
2384 unit members, CSEA, or its officers, officials, agents or representatives, shall incite, encourage or
2385 participate in any strike, walkout, slowdown, picketing or other work stoppage of any nature
2386 whatsoever, against the District during the life of the Agreement for any cause of dispute
2387 whatsoever, including, but not limited to, disputes which are subject to any grievance procedure,
2388 disputes concerning matters not mentioned in this Agreement, disputes with other labor
2389 organizations, persons or employers, jurisdictional disputes, or compliance with the request of other
2390 labor organizations to engage in such activity.
- 2391
- 2392 **20.2** In the event that any of the occurrences prohibited by the preceding paragraph takes place,
2393 bargaining unit members, CSEA, and its officers, agents, representatives, and responsible officials,
2394 shall immediately and publicly disavow such action as unauthorized and use all power within their
2395 authority to end or avert such action at the earliest possible time and bargaining unit members,
2396 CSEA and its officers, agents, representatives, and responsible officials shall not honor any picket
2397 line set up under any circumstances.
- 2398
- 2399 **20.3** Any unit member hereunder engaging in or assisting in any of the activities prohibited by Section
2400 20.1 above shall be subject to discipline or discharge as determined by the District.

2401 **ARTICLE 21**

2402

2403 **NEGOTIATIONS**

- 2404
- 2405 **21.1 Notification and Public Notice:** If either party desires to alter or amend this Agreement, it shall,
2406 not less than one hundred eighty (180) days prior to the termination date set forth under the Duration
2407 Article, provide written notice and a proposal to the other party of said desire and the nature of the
2408 amendments and cause the public notice provisions of law to be fulfilled. It is the intent of the
2409 parties to fulfill the requirements of Government Code 3543.7. Should the request be made after
2410 the above mentioned date, the request to bargain shall not be unduly denied.
2411
- 2412 **21.2 Commencement of Negotiations:** Within five (5) days of satisfaction of the public notice
2413 requirement, and no later than forty-five (45) days following submission of the proposal,
2414 negotiations shall commence at a mutually acceptable time and place for the purpose of considering
2415 changes in this Agreement.
2416
- 2417 **21.3 Release Time for Negotiations:** CSEA Negotiation Team members shall be given reasonable
2418 release time to participate in negotiations. Prior to the commencement of negotiations for any
2419 successor agreement, CSEA and the District shall meet to discuss a reasonable amount of release
2420 time for a reasonable number of negotiation team members.
2421
- 2422 **21.4 Agreement of Parties:** This Agreement contains the agreement of the parties as to all existing
2423 matters. It is agreed that the District and CSEA will support the terms of this Agreement during the
2424 life of this Agreement and will not seek change or improvement on any matters subject to the meet
2425 and negotiation process except by mutual agreement.
2426
- 2427 **21.5 Reopener Clause:** Articles may be opened by mutual agreement between the parties.

2428 **ARTICLE 22**

2429

2430 **DURATION**

- 2431
- 2432 **22.1 Length of Agreement:** The length of this Agreement shall be from July 1, 2024, to June 30, 2027,
2433 and shall continue from year to year thereafter unless alteration or amendment is requested in
2434 writing in accordance with Article 21.
2435
- 2436 **22.2** Except as specified in Article 21.5, the Agreement constitutes the entire agreement between the
2437 parties and concludes meeting and negotiating on subjects dealing with hours of employment and
2438 other conditions of employment for the term of this Agreement.

2439 **ARTICLE 23**

2440 **DEFINITIONS**

- 2441
- 2442
- 2443 **23.1** “Alternative Work Schedule” is either a 4/10, 9/80 or 36/4 work schedule.
- 2444
- 2445 4/10 – See Article 7.1.2 of this Agreement.
- 2446 9/80 – A schedule that provides for eight 9 hour and one 8 hour workday within a 10 day
- 2447 period, with the 10th day off. The 10th day can be alternating Mondays or Fridays, as
- 2448 determined by the department.
- 2449 36/4 – A schedule that provides for four 9 hour workdays and one 4 hour workday in the
- 2450 workweek.
- 2451
- 2452 **23.2** “Anniversary date” is the date upon which a unit member is granted salary step advancement earned
- 2453 by completion of a required period of service.
- 2454
- 2455 **23.3** “Classification” is any group of positions sufficiently similar in duties, responsibilities, and
- 2456 authority that the same job title, minimum qualifications, and salary range are appropriate for all
- 2457 positions in a class.
- 2458
- 2459 **23.4** “Classification description” is the description of the duties, responsibilities, minimum
- 2460 qualifications, and authority of positions in a class.
- 2461
- 2462 **23.5** “Demotion” is a change in assignment of a unit member from a position in one classification to a
- 2463 position in another classification that is allocated to a lower maximum salary rate.
- 2464
- 2465 **23.6** “Differential” is a salary allowance in addition to the basic rate or schedule based upon hours of
- 2466 employment.
- 2467
- 2468 **23.7** “Discuss” is meeting and exchanging ideas without negotiations.
- 2469
- 2470 **23.8** “Employee” shall mean bargaining unit member.
- 2471
- 2472 **23.9** “Fiscal year” is July 1st through June 30th.
- 2473
- 2474 **23.10** “Health and Welfare Benefits” means any form of insurance or similar benefit programs, which
- 2475 may include but not be limited to, medical, hospitalization, surgical, prescription drug, dental,
- 2476 optical, psychiatric, life, or long-term disability.
- 2477
- 2478 **23.11** “Hire date” is the date of first paid service as a regular classified unit member.
- 2479
- 2480 **23.12** “Hourly Rate” is determined by dividing the annual rate provided in the CSEA contract by 2080.
- 2481
- 2482 **23.13** “Incumbent” is a unit member assigned to a position and who is currently serving in or on leave
- 2483 from the position.
- 2484
- 2485 **23.14** “Industrial accident or illness” is an injury or illness arising out of or in the course of employment
- 2486 in the District.
- 2487
- 2488 **23.15** “Location” is defined as any internal operating unit within one of the following: Irvine Valley

- 2489 College, District Services, Saddleback College, and ATEP.
 2490
 2491 **23.16** “Longevity” is years of service with the District regardless of change in position.
 2492
 2493 **23.17** “Medical Insurance” refers to the existing District medical PPO and HMO programs.
 2494
 2495 **23.18** “Notice” means whenever notice is required under this Agreement and no form of notice is
 2496 otherwise designated, notice to the District shall be delivered in writing to the Office of the
 2497 Chancellor and the Office of the Vice Chancellor of Human Resources, and notice to CSEA shall
 2498 be written notice delivered to the President of the local chapter.
 2499
 2500 **23.19** “Permanent employee” is a regular unit member who successfully completes an initial probationary
 2501 period, which shall not exceed twelve (12) working months of service beyond the initial date of
 2502 employment.
 2503
 2504 **23.20** “Probationary employee” is a unit member who will become permanent upon completion of a
 2505 prescribed probationary period.
 2506
 2507 **23.21** “Progressive discipline” enables supervisors to assist employees to meet performance standards
 2508 and adhere to established rules, procedures, and expectations of acceptable job behavior prior to
 2509 imposing a disciplinary penalty of suspension, demotion, or dismissal. Progressive discipline
 2510 should be administered in an objective, consistent, reasonable, and confidential manner.
 2511
 2512 **23.22** “Promotion” is a change in the assignment of a unit member from a position in one classification
 2513 to a vacant position in another classification with a higher maximum salary rate.
 2514
 2515 **23.23** “Reallocation” is a movement of an entire classification from one salary range or rate to another
 2516 salary range or rate.
 2517
 2518 **23.24** “Safety conditions of employment” means any work-related condition affecting the health, safety,
 2519 or welfare of the unit member.
 2520
 2521 **23.25** “Salary rate” is a specific amount of money paid for a specific period of service.
 2522
 2523 **23.26** “Salary schedule” is a series of salary steps and ranges which comprise the rate of pay for all
 2524 classifications.
 2525
 2526 **23.27** “Salary step” is one of the salary levels within the range of rates for a classification.
 2527
 2528 **23.28** “Seniority for Purposes of Layoff” is based upon Board approved hire date within each unit
 2529 member’s classification plus higher classifications.
 2530
 2531 **23.29** “Short-term employee” means any person who is employed to perform a service for the District.
 2532
 2533 **23.30** “Substitute employee” means any person employed to replace a classified person who is
 2534 temporarily absent from duty.
 2535
 2536 **23.31** “Substitute Rate” shall be computed at step 1 on the salary schedule.
 2537
 2538 **23.32** “Transfer” is a move from a unit member’s current location, operating unit, or shift to another

- 2539 location within South Orange Community College District within the unit member's same
2540 classification.
- 2541
- 2542 **23.33** "Uniforms" means any clothing of a particular color, design, pattern, or style required to be worn
2543 by the District.
- 2544
- 2545 **23.34** "Vacancy" means a position that is funded, open, and for which the District is actively recruiting,
2546 planning recruitment, or for which a recruitment has recently failed. See also Title 5 C.C.R. 53021.
- 2547
- 2548 **23.35** "Voluntary demotion" is a demotion agreed to in writing by the unit member and the District.
- 2549
- 2550 **23.36** "Working day" means any day the District Administrative Offices are open for business.
- 2551
- 2552 **23.37** "Working hours" means all hours in a paid status.

APPENDIX A

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

2024 - 2027 CLASSIFIED SALARY SCHEDULE

SEE DISTRICT WEBSITE

APPENDIX B

**BARGAINING UNIT CLASSIFICATIONS, SALARY RANGE, AND LISTING OF
POSITION TITLES
July 1, 2024**

SEE DISTRICT WEBSITE

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the 29th day of October, 2024.

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

CALIFORNIA SCHOOL
EMPLOYEE ASSOCIATION
CHAPTER 586

Signature on File

Cindy Vyskocil
Vice Chancellor, Human Resources

Signature on File

Kim Widdes
Executive Director, Human Resources

Signature on File

Davit Khachatryan
Vice President, College Administrative
Services

Signature on File

Nicholas Wilkening
Director, Technology Services

Signature on File

Joshua Taylor
District Counsel

Signature on File

Tiffany Lopez
CSEA Labor Relations Representative

Signature on File

Scott Greene
President, CSEA

Signature on File

Erlynn Ballo
Negotiating Team Member

Signature on File

Dean LeBeau
Negotiating Team Member

Signature on File

Desiree Ortiz
Negotiating Team Member

Signature on File

Nathan Quach
Negotiating Team Member