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**IDnum** 238 **Language** English **Country** United States **State** CA

**Union** California School Employees Association

**Local** 586

Occupations Represented
Teachers—postsecondary
Bookkeeping, accounting, and auditing clerks
Artists and related workers
Athletes, coaches, umpires, and related workers
Automotive body and related repairers
Data entry and information processing workers
Archivists, curators, and museum technicians
Education administrators
Multiple occupations represented

**Bargaining Agency** South Orange County Community College District

**Agency industrial classification (NAICS)**

61 (Educational Services)

**BeginYear** 1998 **EndYear** 2001

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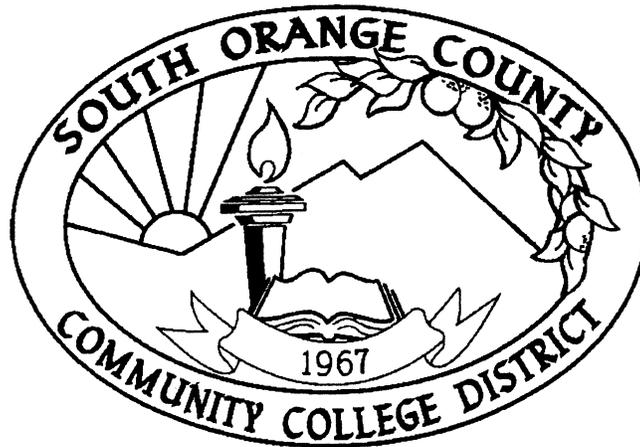
**Notes**

**Contact**

**Full text contract begins on following page.**

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**SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT**



**CSEA CONTRACT**

**July 1, 1998 to June 30, 2001**

**AGREEMENT BETWEEN  
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION - CHAPTER 586**

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## **PREAMBLE**

This Agreement is made and entered into this 15th day of September, 1998, by and between the South Orange County Community College District hereinafter referred to as District and South Orange County Community College Chapter 586, and affiliate of the California School Employees Association, hereinafter referred to as CSEA.

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

The purpose of this Agreement is to promote the improvement of personnel management and employer-employee relations, provide an equitable and peaceful procedure for the resolution of differences, and establish rates of pay and other terms and conditions of employment as specified by the Educational Employment Relations Act (EERA).

# ARTICLE 1

## RECOGNITION

- 1.1 Acknowledgement :** The District hereby acknowledges that CSEA is the exclusive bargaining unit representative for the classified employees holding those positions described in Appendix A, attached hereto and incorporated by reference as a part 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 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 EERA.
- 1.3 Definition of Bargaining Unit:**
- 1.3.1** Persons hired for a limited duration shall be classed as short-term employees and shall not be members of the bargaining unit.
- 1.3.2** An employee who fills a position for more than 185 days in paid status in any fiscal year shall receive regular status retroactive to the first day of employment in that fiscal year. If a position is utilized for more than 185 days in any fiscal year, the position shall become a bargaining unit position.
- 1.4 Long-Term Substitutes :** An employee employed to fill a position for an employee on a leave of absence shall not be a member of the bargaining unit.

## ARTICLE 2

### CHECK-OFF AND ORGANIZATIONAL SECURITY

- 2.1 Check Off:** CSEA shall have the sole and exclusive right to have membership dues, initiation, and service fees deducted for employees in the bargaining unit by the District. The District shall pay to CSEA within thirty (30) days all sums so deducted.
- 2.2 Dues Deduction:**
- 2.2.1** Persons who become bargaining unit employees after the effective date of the Agreement and during the term of this Agreement shall, after being so notified by the District, have thirty (30) calendar days in which to notify the District in writing of their objections to paying a service fee to CSEA. If the objections are not declared in writing to the District within thirty (30) calendar days, then the new bargaining unit members shall be required to pay a service fee to CSEA for the duration of the Agreement. The amount of the service fee which shall be deducted from the wages of the employee shall be in accordance with the CSEA fee schedule which is attached hereto and marked Appendix B.
- 2.2.2** Employees terminating employment with the District shall have the full representation fee withheld if they were on paid status for half the workdays in the month. No representation fee shall be withheld in the final month of employment if the terminating employee is on paid status fewer than half the workdays of the month. Employees laid off during the term of the Agreement shall return to the dues status that they held at the time of layoff.
- 2.2.3** CSEA agrees to indemnify and hold the District, its officers, employees, agents, representatives, Board of Trustees, and each individual Board member, harmless against any and all claims, demands, costs, lawsuits, judgments or other forms of liability and all court or administrative agency costs that may arise out of or by reason of action taken by the District for the purpose of complying with this Article. The Association shall, within thirty (30) days of receipt of the request, pay to the District all costs associated with actions under this Article.

## ARTICLE 2

### CHECK-OFF AND ORGANIZATIONAL SECURITY

- 2.2.4** Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership in, or financially support any employee organization as a condition of employment; except that such employee may be required, in lieu of a service fee, to pay sums equal to such service fee either to a nonreligious, nonlabor organization, charitable fund exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code, chosen by such employee. The District and CSEA shall require that proof of such payments be made on an annual basis to the District as a condition of continued exemption from the requirement of financial support to the recognized employee organization. If such employee who holds conscientious objections pursuant to this provision requests CSEA to use the grievance procedure or arbitration procedure on the employee's behalf, CSEA is authorized to charge the employee for the reasonable cost of using such procedure.
- 2.2.5** Any employee in the bargaining unit shall, in addition to whatever rights the employee may have not to pay a representation fee to CSEA, have the right to terminate his/her obligation to pay a representation fee to CSEA within a period of thirty (30) days from the expiration of the Collective Bargaining Agreement between the District and CSEA. It is agreed and understood that this thirty (30) day period shall be from June 1, 2001, through June 30, 2001.
- 2.2.6** District agrees to continue dues deductions of a present employee member pursuant to the terms of the approved District form for such, provided it has been previously signed by the employee and was in the District's possession on or before the effective date of this contract.

## ARTICLE 2

### CHECK-OFF AND ORGANIZATIONAL SECURITY

**2.2.7** All employees who, after thirty (30) days of the execution of this Agreement, are members of CSEA, and all employees who become members after that date shall, as a condition of continued employment, maintain their membership in CSEA for the duration of the Agreement.

Any bargaining unit member who is subject to the payment of a representational membership fee shall have the right to object to any part of that fee paid by him/her (which is claimed to represent the employee's additional prorata share of expenditures) by CSEA in aid of activity or causes of a political or non-representational nature. Objections shall be made to CSEA-Executive Director, P.O. Box 640, San Jose, CA 95106. For further information for the Fair Share Service Fee procedure implemented by the CSEA, see Appendix E.

**2.3** The District recognizes that the employee organization provides a valuable contribution to the welfare of the District in its educational philosophy for the peaceful resolution of employer-employee relations.

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

**2.4.1** The right of access at reasonable time to employees and to the areas in which they work.

**2.4.2** The right to use without charge institutional bulletin boards, mailboxes, the District mail system, and other District means of communication for the posting or transmission of information of notices concerning CSEA matters.

**2.4.3** The right to use, with approval, institutional equipment, facilities, and buildings.

**2.4.4** The right to review an employee's personnel file when accompanied by the employee or on presentation of a written authorization signed by the employee.

**2.4.4.1** The right to receive, upon request, a copy of any records which are required for the use of the employee and CSEA in utilizing the grievance procedure.

## ARTICLE 2

### CHECK-OFF AND ORGANIZATIONAL SECURITY

- 2.4.5** The right to be supplied with a complete roster of bargaining unit employees within ninety (90) days of the effective date of this Agreement, and every July and January thereafter for the terms of this Agreement.
- 2.4.6** The right to receive upon request one (1) copy of any and all written reports submitted to any other governmental agency.
- 2.4.7** The right to receive one (1) copy of any public budget or financial material, including the CCAF-311, submitted at any time to the governing board.
- 2.4.8** The right to review upon request any other public material in the possession of or produced by the District necessary for CSEA to fulfill its role as the exclusive bargaining representative.
- 2.4.9** CSEA is currently in discussions with the administration at Irvine Valley College and Saddleback College regarding the designation of CSEA office space at each campus. In the event said discussions result in office space for CSEA, those agreements shall be memorialized in the CSEA Contract.
- 2.4.10** The District agrees to grant release time to each eligible delegate to the CSEA Annual Conference, and the District will continue to reimburse the actual and necessary expenses of one (1) eligible delegate to attend the CSEA Annual Conference. The District will not be responsible for expenses for the remainder of the Chapter delegates. The number of eligible delegates who will receive release time shall be in accordance with the criteria established pursuant to the CSEA State Constitution and Bylaws.
- 2.4.11** The Chapter President and/or designee shall be granted eight (8) hours per week of release time for CSEA Chapter business, exclusive of all other release time listed under other provisions of this Agreement. This release time is to be scheduled with the mutual agreement of the manager and the employee, and the schedule is to be reasonably set.

The Chapter President will supply the manager and the Office of Human Resources with a written schedule of the hours to be used for release time within five (5) working days of taking office. The Chapter President may assign any portion of his/her hours of release time to another employee for CSEA Chapter business. Before the designee uses any release time, the designee's hours will be scheduled with the mutual agreement of the manager and the employee, and the schedule is to be reasonably set. The CSEA Chapter President will supply his/her manager, the designee's manager and the Office of Human Resources with the revised schedule.

## ARTICLE 2

### CHECK-OFF AND ORGANIZATIONAL SECURITY

**2.4.12** Classified bargaining unit members selected for governance committee participation shall receive release time for actual service in said committee meetings for a maximum aggregate of up to ten percent (10%) of the unit member's assigned work week when committees are meeting. These employees shall provide their immediate supervisor with a written schedule of committee meetings at least five (5) workdays prior to the meeting unless an emergency committee meeting is called in which case advance notice will be given as soon as possible. Any release time in addition to that set forth above shall require prior written approval of the College Vice President, Dean, or District Vice Chancellor, as appropriate. Such additional release time shall be approved equally for committee members designated by CSEA or by Classified Senate.

**2.5 No Discrimination on Account of CSEA Activity:** Neither the District nor CSEA shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of their right to engage or not to engage in CSEA activity.

**2.6 Exclusive Representative:** Negotiations on matters within the scope of representation shall take place between the District and CSEA.

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

**2.7.1** In the event a shared governance committee addresses issues that fall within the scope of exclusive representation, CSEA as exclusive representative shall select the first classified bargaining unit member who serves on the committee.

**2.7.1.1** In those instances and committees where a classified senate also has the authority to select a committee member, there shall be a like number of classified representatives to participate in the specific governance committee selected by CSEA and a classified senate.

## ARTICLE 2

### CHECK-OFF AND ORGANIZATIONAL SECURITY

**2.7.1.2** The following committees address, or have the potential to address, subject matters within the scope of exclusive representation:

1. **Safety Committee** –  
Irvine Valley College, Saddleback College, District
2. **Classified Staff Development** –  
Irvine Valley College, Saddleback College, District
3. **Classified Hiring or Staffing** –  
Irvine Valley College, Saddleback College, District
4. **Health and Welfare Benefits** – District-wide
5. **Affirmative Action** –  
Irvine Valley College, Saddleback College, District
6. **Budget Committee** –  
Irvine Valley College, Saddleback College, District
7. **President's Council** –  
Irvine Valley College, Saddleback College
8. **Chancellor's Cabinet**
9. **Strategic Planning Committee** –  
Irvine Valley College, Saddleback College, District
10. **Technology Committee** –  
Irvine Valley College, Saddleback College, District
11. Any new or mutually agreed upon committees addressing issues that fall within the scope of exclusive representation.

**2.7.1.3** It is agreed that the above referenced committees may also discuss subject matter that is outside the scope of exclusive representation. With respect to subject matter outside the scope of exclusive representation, the committee is free to make recommendations and/or decisions pursuant to the provisions of AB 1725. Items that fall within CSEA's scope of exclusive representation and change existing working conditions shall not be the subject of committee recommendations and decisions; however, it is expressly understood that such items shall be promptly referred to the District and CSEA for negotiations.

**2.7.2** CSEA shall have the right to assign one-half (1/2) of the classified bargaining unit members on each of the designated classified staff development committees. Staff development funds are utilized pursuant to the guidelines of AB 1725.

**2.7.3** In the event the District reimburses a senate for copying expenses resulting from participation in the shared governance committee process, the District shall reimburse CSEA for the same amount of copying costs incurred in the shared governance committee process.

## ARTICLE 2

### CHECK-OFF AND ORGANIZATIONAL SECURITY

- 2.7.4** Alleged violations of the provisions of sections 2.4.9, 2.4.12, and sections 2.7.1 through 2.7.3 shall be subject to the grievance procedures set forth in Article 12 of this agreement. Said grievances shall be initiated at Step 3 (Section 12.2.4) within forty-five (45) days of the act or omission giving rise to the grievance. In the event the arbitration provision of Section 12.2.5 is invoked, the parties agree to utilize an expedited arbitration approach. The arbitrator shall be mutually agreed to between the parties within ten (10) working days of invoking Section 12.2.5; and, if not, a list of five (5) arbitrators shall be immediately obtained from the State Mediation and Conciliation Service. The parties will utilize a striking process to select the Arbitrator from this list to hear the grievance.
- 2.8 Distribution of Contract:** Within forty-five (45) calendar days after the execution of this contract, and/or reopener agreements, the District and CSEA shall jointly provide a copy of the contract and/or reopener agreements to every employee in the bargaining unit. The District and CSEA will jointly print or duplicate 500 copies of the contract and/or reopener agreements. The cost of the 500 copies will be distributed on a 50-50 basis between the District and CSEA. CSEA will be provided with a master copy of the contract on disk for negotiations purposes, and a master copy of the contract for additional duplicating purposes as CSEA's needs arise.
- 2.9 Abolition of a Position or Class of Positions:** If the District proposes to abolish a position or class of positions, it shall notify CSEA in writing and the parties may meet and discuss the proposal.
- 2.10 Work Contracted or Transferred Outside:** No work currently performed by CSEA unit members shall be contracted or transferred outside of the CSEA bargaining unit without the parties first negotiating any such proposed action, except in case of emergency. An "emergency" is defined as an unforeseen circumstance that calls for immediate action.
- 2.10.1** In the event the District contemplates subcontracting out work that is customarily and routinely performed by bargaining unit members, the District shall provide CSEA with written notice of the proposed action. Such notice shall occur prior to any Board of Trustee's action to subcontract unit work. Within five (5) working days after receipt of the notice, the parties shall commence negotiations on the proposed sub-contracting. In the event a question or dispute arises over the subject of whether the work to be subcontracted is bargaining unit work, the District shall also provide CSEA with prior notice and an opportunity to seek clarification as to the nature of the subcontracting.

## ARTICLE 2

### CHECK-OFF AND ORGANIZATIONAL SECURITY

- 2.10.2** The parties recognize the right of the District to utilize student workers pursuant to Education Code Section 88003. Employment of either full time or part time students in any college work-study program, or in a work experience education program shall not result in the displacement of classified personnel or impair existing contracts for services. Displacement of unit members under this section means layoff or reduction in hours of a unit member or employment of a student worker in lieu of employment of a unit member. The District shall provide to CSEA, on an annual basis, a list of all individuals employed as Specialist Aides detailing the nature of the assignment.
- 2.10.3** Bargaining unit work customarily and routinely performed by unit members shall not be routinely transferred to supervisors, management, or academic personnel. Transfer of work under this Section means that supervisors, management or academic personnel shall not routinely perform bargaining unit work that encroaches upon the work that otherwise would have been performed by bargaining unit members.
- 2.11 CSEA Schedule of In-Service Meetings:** CSEA shall have the right to hold one In-Service meeting per month on each campus for bargaining unit employees. Meetings will be scheduled in advance and CSEA shall advise the District in advance of those meetings. With approval from the immediate supervisor, bargaining unit employees shall be given ninety (90) minutes of release time to attend the meeting on their own campus.

## **ARTICLE 3**

### **EVALUATIONS**

- 3.1** Each permanent employee shall receive a written evaluation at least once every third fiscal year. New employees shall be on probation for twelve working months. Probationary employees shall be evaluated during the sixth and eleventh month of service.
- 3.2** No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator. No evaluation shall be made based upon hearsay statements but shall only be based upon the direct observation and knowledge of the evaluator. Any negative evaluation shall include specific recommendations for improvement and provisions for assisting the employee in implementing any recommendations made. The employee shall have the right to review and respond to all evaluations received.
- 3.2.1** An employee's performance evaluation shall not be discussed with other unit members or student help unless authorized by the employee.
- 3.2.2** Unit members shall not be required to attend or participate in another unit member's performance evaluation review conference unless serving in a CSEA representative capacity. Not more than two representatives of the employee and the District may attend the performance evaluation conference.
- 3.2.3** Attachments to the Employee's Performance Evaluation Review must relate to the rating area.
- 3.3** Materials in personnel files of classified employees which serve as a basis for affecting the status of their employment shall be made available for inspection by the employee. Ratings, reports or records which were either obtained prior to employment, or prepared by identifiable examination committee members, or obtained in connection with a promotional examination shall be specifically excluded from inspection by the employee and/or the employee's agent or representative.
- 3.4** Employees shall have the right to inspect all materials not specifically excluded by this Article upon request. Such inspection shall be made at a time when the employee is not actually required to render services to the District.

## ARTICLE 3

### EVALUATIONS

- 3.5** All written information and/or materials, including letters of reprimand mentioned in 3.5.1 of this section, shall not be entered or filed in the employee's personnel file unless the employee is given a copy of the document and five (5) workdays to review the contents. An employee shall have the right to respond in writing, and the written response shall be included in the employee's personnel file. Such review shall take place during the normal business hours and the employee shall be released from duty with pay for this purpose with no loss in salary.
- 3.5.1** Letters of reprimand shall be given only for just cause. Employees shall have the right to review all derogatory information before it is placed in their personnel files, and may attach their comments to any material so placed.
- 3.5.2** The provisions contained herein shall be construed to be clarification of Education Code section 87031.
- 3.6** Letters or memoranda of commendation to the supervisor or employee shall be shared with the other person. Such documents shall be placed in the personnel file upon the request of the employee.
- 3.7 Probationary Period Upon Promotion :** Employees will be required to serve a new probationary period of six (6) months each time the employee receives a promotion, a transfer with a classification change, medical transfer, or Americans with Disabilities Act ("ADA") transfer. During such period, the work performance of the employee shall be evaluated by the immediate supervisor following the employee's completion of three (3) months and five (5) months of employment in the new position.

#### Probation Requirement

	<u>NO</u>	<u>YES</u>
No classification change	X	
Promotion		X
Administrative Secretary I who meets the criteria for advancement to Administrative Secretary II	X	
Reclassification	X	
Reassignment within the same classification	X	
Reallocation	X	
Transfer of same position:		
To another operating unit	X	
Within operating unit	X	
Transfer with classification change		X
Voluntary demotion other than layoff:		
Into classification previously held or substantially similar classification	X	
Into classification not previously held or not substantially similar classification		X
Medical or ADA Transfer		X

## ARTICLE 4

### HOURS AND OVERTIME

#### 4.1 Workweek:

**4.1.1 Normal Workweek:** The normal workweek shall consist of five (5) days, eight (8) hours per day and forty (40) hours per week. 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.

**4.1.2 Four-Day, Forty-Hour Workweek (4-10 Schedule):** Upon mutual agreement between CSEA and the District, employees may be placed on a four-day, forty-hour workweek consisting of four ten-hour 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 employees may be taken off this schedule and returned to the regular eight-hour workday upon mutual agreement between the District and CSEA. Rest periods for these "4-10" employees shall be twenty (20) minutes long. They shall receive holiday time equivalent to other full-time employees. If a holiday mentioned in Article 8 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 employee, but shall have their accumulated holiday compensatory time reduced by two (2) hours.

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

#### 4.3 Adjustment of Assigned Time:

**4.3.1** Any employee in the bargaining unit who works an average of fifteen (15) minutes or more per day in excess of his/her regular part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment adjusted upward to reflect the longer hours, effective with the next pay period.

**4.3.2** The District shall give twenty (20) working days notice to affected employees before permanently altering their shift assignment or days off. By mutual agreement, notice time can be less than twenty (20) days.

## ARTICLE 4

### HOURS AND OVERTIME

**4.4 Increase in Hours:** When additional hours are assigned to a part-time position on a regular basis, the assignment shall be offered to all of the employees in the appropriate class on an equal basis.

**4.5 Meal Period:**

**4.5.1** An employee working five (5) or more consecutive hours per day shall be entitled to a duty-free, non-paid, meal period for a minimum of thirty (30) minutes per day. The employee shall be advised by the supervisor of the scheduled meal period. Employees are relieved from duty during their meal period, and may leave the work location. Employees must be prepared to resume work promptly at the end of their scheduled meal period. This section shall not apply to campus safety officers. Employees working less than five (5) consecutive hours are not entitled to a lunch period.

**4.5.2** An employee required to work during his/her scheduled meal period who is not afforded an alternate meal period shall receive pay at the rate of time and one-half or compensatory time off for all time worked during the normal meal period. This section shall not apply to campus safety officers or to employees working less than five (5) consecutive hours per day.

**4.6 Rest Periods:**

**4.6.1** An employee working seven (7) or more consecutive hours per day shall be granted two (2) fifteen (15) minute rest periods which, insofar as practicable, shall be scheduled by the employee's supervisor in the middle of each four (4) hour work period. An employee working between three and one-half (3-1/2) to seven (7) hours shall be granted one (1) fifteen (15) minute rest period which shall be scheduled by the employee's supervisor. Authorized rest periods shall be counted as hours worked for which there shall be no deduction from wages. Rest periods, if not used, cannot be accumulated for credit. This section shall not apply to campus safety officers.

**4.6.2** Specified periods must be designated when the operations of the District require someone to be present at the employee's work site at all times; such time shall be designated by the supervisor.

## ARTICLE 4

### HOURS AND OVERTIME

- 4.6.3** Eight (8) hour employees who receive a shift differential premium shall be entitled to combine their two (2) fifteen (15) minute rest periods for a total of thirty minutes to be scheduled at the mutual convenience of the employees and supervisors. This section shall not apply to campus safety officers.
- 4.6.4** Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee.
- 4.7** **Voting Time-Off:** If any employee's work schedule is such that it does not allow sufficient time to vote in any federal, state or local election in which the employee is entitled to vote, the District shall arrange to allow sufficient time for such voting by the employee without loss of pay.
- 4.8** **Overtime and Compensatory Time Off:** The selection of paid overtime or compensatory time shall be determined by the supervisor subject to the provisions of this Article. No overtime may be worked without the prior approval of the supervisor.
- 4.8.1** **Overtime:** Except as otherwise provided herein, all overtime periods as defined in this Section shall be compensated at a rate of pay equal to time and one-half the regular rate of pay to the employee for all work permitted. Overtime is defined to include any time worked in excess of eight (8) hours in any one day or on any one shift or in excess of forty (40) hours in any calendar week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time.
- 4.8.2** An employee in the bargaining unit may be granted compensatory time off in lieu of cash compensation for overtime work. Compensatory time off shall be granted at one and one-half times the regular rate of pay.
- 4.8.2.1** Compensatory time shall be taken at a time mutually acceptable to the employee in the bargaining unit and the District within twelve (12) months of the date on which it was earned.
- 4.8.2.2** The amount of time which an employee may accumulate as compensatory time shall be limited to a maximum of 240 hours on the books at any time, except that the maximum for Safety Officers shall be 480 hours. Time beyond this amount shall be paid as paid overtime.

## ARTICLE 4

### HOURS AND OVERTIME

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

**4.8.4** All hours worked on holidays shall be paid at the regular rate of pay in addition to one-and-one-half (1.5) times the regular rate of pay except for hours worked on holidays by employees in the classification of Safety Officer, Weekends/Holidays, pursuant to the provisions of Education Code 88204. (See Appendix C)

#### **4.9 Shift Differential-Compensation:**

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

Effective January 1, 1992, any full-time employee in the bargaining unit whose assigned work shift commences between 9 p.m. and 4 a.m. inclusive shall be paid a shift differential premium of seven and one-half (7.5) percent above the regular rate of pay for all hours worked.

**4.9.2** An employee who receives a shift differential premium on the basis of his/her shift shall suffer no reduction in pay, including differential, when assigned temporarily to a day shift.

#### **4.10 Overtime Distribution:**

**4.10.1** Every attempt shall be made to avoid distributing overtime repeatedly to the same bargaining unit member.

**4.10.2** In the event the overtime requires special skills, those special skills will be carefully considered in distributing overtime.

**4.11 Minimum Call in Time:** Any employee called in to work on a day when the employee is not scheduled to work or after completion of his/her regular assignment shall receive a minimum of four (4) hours pay straight time, or overtime for amount of time worked, whichever is greater.

**4.12 Right of Refusal:** Any employee shall have the right to reject any offer or request for overtime or call back, or call in 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 employee.

## ARTICLE 5

### PAY AND ALLOWANCES

- 5.1 Regular Rate of Pay:** The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in Appendix D, which is attached hereto and, by reference, incorporated as a part of this Agreement. The regular rate of pay shall not include any shift differential and/or longevity increment required to be paid under this Agreement.
- 5.2 Paychecks:** All regular paychecks of employees in the bargaining unit shall be itemized in accordance with the Orange County Department of Education payroll procedures.
- 5.3 Paycheck Frequency:** All regular full-time employees in the bargaining unit shall be paid twice per month, payable on or before the tenth (10th) and the twenty-fifth (25th) day of the month. If the normal pay date falls on a Saturday, Sunday, or holiday, the paycheck shall be issued on the preceding workday. All regular hourly employees shall be paid for actual services performed during the period beginning the 15th day of the previous month through the 14th day of the current month, on the 10th day of the following month. If there is a change in County procedures, issuance of paycheck will be in accordance with new procedures.
- 5.4 Payroll Errors:** Whenever it is determined that an error has been made in the calculation of reporting in any classified employee payroll or in the payment of any classified employee's salary, the District shall, within five (5) workdays following such determination, provide the employee with a statement of the correction. However the District, after standard payroll deductions, shall withhold \$25.00 as a calculation adjustment. In the case of an underpayment, a supplemental payment will be paid to the employee by the District. In the case of an overpayment, the employee shall promptly repay the District. A repayment schedule for salary overpayment shall be agreed to between the employee and the District.
- 5.5 Lost Checks:** Any paycheck for an employee in the bargaining unit which is lost after receipt or which is not delivered within five (5) days of mailing if mailed, shall be replaced in accordance with Orange County Department of Education payroll procedures. The Office of Fiscal Services will consider lost checks as a major priority and will act with as much speed as possible.
- 5.6 Pay Increases:** This agreement provides cost of living salary increases (COLA) for three fiscal years, 1998-99, 1999-2000, 2000-2001, which will be equal to the annual percentage increase in District total unrestricted general funds revenues in the previous fiscal year, excluding one-time monies. (For example, determine 1997-98 unrestricted general fund revenue increases over 1996-97 unrestricted general fund revenue to establish 1998-1999 COLA). In no case will this COLA exceed the percentage of statewide COLA granted to California Community Colleges in the fiscal years 1998-1999, 1999-2000, and 2000-2001, respectively.

## ARTICLE 5

### PAY AND ALLOWANCES

If there is no incremental change to the District in unrestricted general fund revenues from one fiscal year to the next, there will be no COLA increase to the classified salary schedules. In addition, if the District's unrestricted general fund ending balance for one fiscal year is less than three percent, there will be no automatic COLA increase for the fiscal year and the District and CSEA will immediately reopen salary negotiations for that fiscal year. However, earned step increases will be paid.

In addition, and upon ratification of this agreement, the District shall provide an off-the-schedule one-time payment equivalent to one percent to all bargaining unit members (which is agreed to have a total cost of \$182,000) who are employed by the District on September 1, 1998.

#### **5.7 Change in Range Assignments:**

**5.7.1 Promotion** - Any employee receiving a promotion shall receive a salary increase of at least five and one-half (5.5) percent, except when the employee is on Step 6 and the range of the new position is only 1 or 2 ranges higher than the current position.

**5.7.2** When the employee is temporarily assigned to a higher classification for more than five (5) work days within a fifteen (15) calendar day period, the employee will have his/her salary adjusted upward for the entire period he/she is required to work in the higher classification, at a rate that will reasonably reflect the duties required to be performed outside his/her regularly assigned duties.

**5.7.3** Any employee receiving a reallocation or reclassification shall be placed on the same step that the employee had in the prior range.

**5.8 Mileage:** Any employee in the bargaining unit using his/her private vehicle on authorized District business shall be reimbursed at the rate of twenty and one-half (20.5) cents per mile or the current IRS allowance, whichever is greater, to be revised at the beginning of each calendar year. The mileage computation shall include mileage necessary to return to the employee's normal job site after the completion of District business. This amount shall be payable in a separate warrant drawn against District funds.

**5.9 Meals and/or Lodging:** Any employee in the bargaining unit who, as a result of work assignment, has meals and/or lodging away from the District shall be reimbursed for the actual and necessary expenses as described in the IRS guidelines.

## ARTICLE 5

### PAY AND ALLOWANCES

**5.10 Longevity:** The District agrees to additionally compensate long service employees as specified below:

2%	increase in salary after	5	years of service
3%	increase in salary after	6	years of service
4%	increase in salary after	7	years of service
5%	increase in salary after	8	years of service
6%	increase in salary after	9	years of service
7%	increase in salary after	10	years of service
8%	increase in salary after	11	years of service
9%	increase in salary after	12	years of service
10%	increase in salary after	13	years of service
11%	increase in salary after	14	years of service
12%	increase in salary after	15	years of service
13%	increase in salary after	16	years of service
14%	increase in salary after	17	years of service
15%	increase in salary after	18	years of service
16%	increase in salary after	19	years of service
17%	increase in salary after	20	years of service
18%	increase in salary after	21	years of service
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

**5.10.1** The provisions of Article 5.10 will be discontinued for all classified bargaining unit members hired after October 1, 1998. An employee working for the District, but not included in a classified bargaining unit position, will not be eligible for the provisions of Article 5.10.

**5.11 Step Increments:** The District shall provide employees a step increment after completion of six (6) months of service, and thereafter an annual step increment for each remaining step indicated on the salary schedule for the particular classification.

**5.12 Salary Placement - New Employees:** New employees will be placed on the first step of the range to which they are appointed. For the purposes of calculating months of service, the date of employment shall be considered the first day of the month employed if the starting date is the first (1st) through fifteenth (15th), or the first day of the following month when the starting date is the sixteenth (16th) through the thirty-first (31st).

## ARTICLE 5

### PAY AND ALLOWANCES

- 5.13 Distribution of Job Information:** Upon initial employment and each change in classification each affected employee in the bargaining unit shall receive a copy of the applicable job description, a specification of the monthly and hourly rates applicable to his/her position, a statement of the duties of the position, a statement of the employee's regular work site, regularly assigned work shift, the hours per day, per week, and months per year.
- 5.14 Parking:** Employees may park at no cost in campus designated student parking areas. Appropriate permits will be issued upon request. Employees may purchase a staff parking permit in accordance with BP-3450 to park in District designated staff parking areas at both Saddleback College and Irvine Valley College. Parking is subject to availability.
- 5.14.1** Two (2) annual parking passes will be provided for designated CSEA Field Representatives.

## ARTICLE 6

### EMPLOYEE EXPENSES AND MATERIALS

- 6.1 Safety Equipment:** Should the employment duties of an employee in the bargaining unit require use of any equipment or gear to insure the safety of the employee or others, the District agrees to furnish such equipment or gear.
- 6.2 Non-Owned Automobile Insurance:** The District agrees to provide the secondary personal injury and property damage insurance to protect employees in the event that employees use their personal vehicle on authorized employer business.
- 6.3 Physical Examinations:** The District agrees to provide the full cost of any medical examination required by the District as a condition of employment or continued employment, including but not limited to, the provisions outlined in Education Code Section 88021 or its successor.
- 6.4 Hold Harmless Clause :** Whenever any civil action is brought against an employee or any action or omission arising out of, or in the course of, the duties of that employee, the District agrees to pay the costs of defending such action, including costs of counsel and of appeals, if any, and shall hold harmless from and protect such employee from any financial loss resulting therefrom, insofar as permitted by law.

## ARTICLE 7

### HEALTH AND WELFARE BENEFITS

**7.1 Employee and Dependent Insurance Coverage:** The District agrees to pay the full cost for all employees in the bargaining unit and their dependents for comprehensive programs of insurance as stated in this section:

**7.1.1** One of the health plans for employees and dependents, selected from one of the Medical/hospital/surgical/prescription drug coverages below:

- 1) Blue Cross Prudent Buyer Plan, with no deductible and Blue Cross non-Prudent Buyer Plan, with \$100 deductible, Group #4082CF. (On file in the Office of Business Services)
- 2) HealthNet HMO, Group #16228A. (On file in the Office of Business Services)
- 3) PacifiCare HMO, Group #40079-4,5,7. (On file in the Office of Business Services)

**7.1.2** A dental plan provided by the Delta Dental Plan, with \$25.00 deductible, Group #7041-3701. Plan to include a maximum of \$3,000 with a coinsurance benefit of 90%; and orthodontic coverage to a maximum of \$2,000 with a coinsurance benefit of 50%. (On file in the Office of Business Services)

**7.1.3** A vision plan provided by Vision Services Plan (VSP), designated as Plan C which includes the following coverages per individual: an exam and first-pair frames, \$10.00 deductible, contact lens coverage, \$50.00 deductible, second pair frames \$20.00 deductible. (On file in the Office of Business Services)

**7.2 Employee Insurance Coverage:**

**7.2.1** A life insurance plan for employees only, provided by Transamerica Life Insurance Company, Group #BTL 6014. Plan to include a benefit of two (2) times the employee's annual earnings up to a maximum of \$150,000. (On file in the Office of Business Services)

**7.2.2** A life insurance plan for dependents, provided by Transamerica Life Insurance Company, Group #BTL 6014. Plan to include a maximum of \$1,500.00 per dependent. (On file in the Office of Business Services)

## ARTICLE 7

### HEALTH AND WELFARE BENEFITS

**7.2.3** Salary protection insurance, provided by UNUM Insurance Company. (On file in the Office of Business Services)

#### **7.3 Eligibility**

**7.3.1** All employees in the bargaining unit who work at least seventy-five (75) percent of the workweek shall be covered under the programs provided in Sections 7.1 and 7.2 of this article in accordance with those Sections. Employees shall be enrolled in insurance programs on the first of the month following fulfillment of the eligibility requirement.

**7.4 Benefits Administration:** CSEA shall have the right to appoint at least one (1) representative to a Districtwide committee formed for the purpose of research and reviewing insurance plans, proposals and benefits in order to insure that quality and cost effectiveness criteria are maintained. The District has the right to select the insurance carrier as long as same coverage is maintained.

**7.5 Benefits Upon Retirement:** For the term of this Agreement, the District shall underwrite the cost of health, dental, and vision insurance for employees who retire from the District at sixty (60) years of age who have been employed in the District the equivalent of ten (10) years or longer until employee is eligible for Medicare. Coverage of spouses and dependents of employees who are covered under this Section will be provided until the employee is eligible for Medicare.

**7.6 General Provisions :** All enrollments are subject to carrier restrictions. A District approved employee assistance program may be implemented at no cost to employees.

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

## ARTICLE 8

### HOLIDAYS

- 8.1 Scheduled Holidays:** The District agrees to provide all employees in the bargaining unit with the following paid holidays. This schedule has been adjusted to take into account when a holiday falls on a Saturday or Sunday.

<b>HOLIDAYS</b>	<b>1998-99</b>
Independence Day	07/03/98
Labor Day	09/07/98
Veteran's Day	11/11/98
Thanksgiving Days	11/26, 27/98
Winter Recess	12/23/98-01/01/99
Martin Luther King, Jr. Day	01/18/99
Lincoln's Day	02/12/99
President's Day	02/15/99
Friday of Spring Break (in lieu of Admission's Day)	04/09/99
Memorial Day	05/31/99

- 8.1.1 Subsequent Years:** A calendar committee similarly constituted to the committee that recommended the 1998-99 calendar will be convened for negotiating the holiday calendar for the second and third years of this agreement.

- 8.2 Additional Holidays:** Every day declared by the President or Governor of this State as a public fast, mourning, thanksgiving, or holiday, or any day declared a holiday by the Governing Board under current Education Code or its successors shall be paid holidays for all employees in the bargaining unit.

- 8.3 Holidays on Saturday or Sunday:**

- 8.3.1** When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. Except as provided in Section 8.3.2, when a holiday falls on Sunday, the following workday not a holiday shall be deemed to be that holiday.

- 8.3.2** The operation of this Section shall not cause any employee to lose any of the holidays clearly indicated in this Article.

## ARTICLE 9

### VACATIONS

- 9.1 Eligibility:** All employees in the bargaining unit shall earn paid vacation time under this Article. Vacation benefits are earned on a fiscal year basis – July 1 through June 30.
- 9.2 Paid Vacation:** Except as otherwise provided in this Article, paid vacation shall be granted no later than the fiscal year immediately following the fiscal year in which it is earned. Following the completion of six (6) months of service, the employee shall be entitled to use earned paid vacation.
- 9.3 Accumulation:** Vacation time shall be earned and accumulated on a monthly basis in accordance with the following schedules:
- 9.3.1** From the first (1st) month through the fifth (5th) year of service, vacation time shall be earned and accumulated at the rate of one (1) day vacation for each month of service, not to exceed twelve (12) days per fiscal year. Following the completion for the fifth (5th) year of service three (3) days of vacation shall be granted on a one time basis in addition to all other provisions in this Article.
- 9.3.2** Commencing with the sixth (6th) year through the tenth (10th) year of service, vacation time shall be earned and accumulated at the rate of 1.25 days vacation for each month of service not to exceed fifteen (15) days per fiscal year. Following the completion of the tenth (10th) year of service three (3) days of vacation shall be granted on a one time basis in addition to all other provisions in this Article.
- 9.3.3** Commencing with the eleventh (11th) year of service, vacation shall be earned and accumulated at the rate of 1.50 days of vacation for each month of service, not to exceed eighteen (18) days per fiscal year.
- 9.3.4** Commencing with the sixteenth (16th) year of service, twelve (12) month employees shall earn and accumulate vacation at the rate of 1.67 days of vacation for each month of service, not to exceed twenty (20) days per fiscal year.

## ARTICLE 9

### VACATIONS

#### 9.3.5 Illustration:

##### TWELVE-MONTH EMPLOYEES

1 Month to	5 Years	12	Days Vacation
6 Years through	11 Years	15	Days Vacation
11 Years through	15 Years	18	Days Vacation
16 Years and after		20	Days Vacation

##### ELEVEN-MONTH EMPLOYEES

1 Month to	5 Years	11	Days Vacation
6 Years through	11 Years	13.75	Days Vacation
11 Years through	15 Years	16.50	Days Vacation
16 Years and after		18.33	Days Vacation

##### TEN-MONTH EMPLOYEES

1 Month to	5 Years	10	Days Vacation
6 Years through	11 Years	12.50	Days Vacation
11 Years through	15 Years	15	Days Vacation
16 Years and after		16.67	Days Vacation

**9.4 Vacation Pay Upon Termination :** When an employee in the bargaining unit, who has completed six (6) months of service, is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination. An eligible employee who serves fifty (50) percent or more, but less than seventy-five (75) percent of a month shall be entitled to one-half (1/2) of a month's vacation allowance. An eligible employee who serves at least seventy-five (75) percent of the month shall be entitled to the full vacation allowance for the month. Carry over of earned vacation shall be in accordance with Article 9.6.

#### **9.5 Vacation Postponement:**

**9.5.1** If a bargaining unit employee's vacation becomes due during a period when he/she is on leave due to illness or injury, he/she may request that his/her vacation date be changed, and the District shall grant such request in accordance with vacation dates available at that time. The employee may elect to have his/her vacation rescheduled in accordance with the vacation schedule available at that time, or may request to carry over his/ her vacation to the following year.

## ARTICLE 9

### VACATIONS

- 9.5.2** If for any unforeseen reason, such as illness, injury or personal property loss, a bargaining unit employee does not take all or any part of his/her annual vacation, the amount not taken shall, at the option of the employee, be accumulated for use in the following year. This does not provide for employee's election not to take vacation for added compensation.
- 9.6 Vacation Carry-Over:** Except as provided in Section 9.5.2, any employee in the bargaining unit who has been employed for more than one (1) year may elect to carry over not more than one-half (1/2) of the total earned vacation allowance in one (1) fiscal year to the following fiscal year.
- 9.7 Holidays:** When a holiday falls during the scheduled vacation of any bargaining unit employee, such holiday shall not be deducted from the earned vacation of the employee.
- 9.8 Vacation Scheduling:** Vacations shall be scheduled at times requested by bargaining unit employees with mutual agreement of the supervisor. If there is any conflict between employees who are working on the same or similar operations as to when vacations shall be taken, the supervisor shall approve the vacation schedules on a rotating basis between the employees. Employee's seniority rights shall be guaranteed for two (2) consecutive years for purposes of scheduling vacations. If the employee and the supervisor cannot mutually agree to vacation scheduling based on a maximum of three (3) separate and distinct vacation schedules submitted by the employee, the employee may carry over vacation in accordance with Section 9.6.
- 9.9 Interruption of Vacation:** An employee in the bargaining unit shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided the employee supplies notice and supporting information regarding the basis for such interruption or termination.

## ARTICLE 10

### LEAVES

**10.1 Bereavement Leave:** Employee shall be granted a leave with full pay in the event of the death of any member of the employee's immediate family. The leave shall be granted for a period of three (3) days, and five (5) days if travel exceeds 300 miles one way within the State of California, or five (5) days if travel is outside the State of California. The immediate family is defined as mother, father, grandmother, grandfather, or grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law of the employee, former spouse, or any relative living in the immediate household of the employee.

**10.1.1** Personal Necessity Leave can be used to extend bereavement leave.

**10.2 Jury Duty:** An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The District shall pay the employee the difference, if any, between the amount received from jury duty and the employee's regular rate of pay. Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty. Any day during which any employee in the bargaining unit whose regular shift commences at 11:00 a.m. or after and who is required to serve all or any part of the day on jury duty shall be relieved from work with pay.

**10.3 Military Leave:** An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

**10.4 Sick Leave:**

**10.4.1 Leave of Absence for Illness or Injury:** An employee, employed five (5) days a week shall be granted twelve (12) days leave of absence for illness or injury, exclusive of all days he/she is not required to render service to the District, with full pay for a fiscal year of service.

**10.4.2** An employee, employed five (5) days a week, who is employed for less than a full fiscal year is entitled to that proportion of twelve (12) days of absence for illness or injury as the number of months he/she is employed bears to twelve (12).

## ARTICLE 10

### LEAVES

- 10.4.3** An employee employed less than five (5) days per week shall be entitled, for a fiscal year of service, to that proportion of twelve (12) days of leave of absence for illness or injury as the number of days he/she is employed per week bears to five (5). When such persons are employed for less than a full fiscal year of service, this section and section 10.4.2 shall determine that proportion of leave of absence for illness or injury to which they are entitled.
- 10.4.4** Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day of illness.
- 10.4.5** At the beginning of each fiscal year, the full amount of sick leave granted under this Section shall be credited to each employee. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year.
- If employee resigns, retires or terminates, or upon the conclusion of employment, unaccrued sick leave which has been taken shall be reimbursed to the District by deduction from the employee's final pay check. If the final pay check is not sufficient, a repayment schedule shall be agreed to between the employee and the District.
- 10.4.6** Pregnancies and disabilities arising out of pregnancies shall be considered as an illness for the purposes of utilizing sick leave.
- 10.4.7** If an employee does not take the full amount of sick leave allowed in any year under this Section, the amount not taken shall be accumulated from year to year.
- 10.4.8** Any accrued sick leave credit earned by an employee hired prior to 1 July, 1980 but unused on the date of retirement shall be converted to retirement credit in accordance with the applicable PERS Rules and Regulations.
- 10.4.9** Accumulated sick leave up to six (6) days maybe used in any school year by the employee in cases of personal necessity, including any of the following:
- 10.4.9.1** Death of a member of his/her immediate family when additional leave is required beyond that provided in Article 10, Section 10.1.

## ARTICLE 10

### LEAVES

- 10.4.9.2** Accident, involving his/her person or property, or the person or property of a member of his/her immediate family.
  - 10.4.9.3** Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.
  - 10.4.9.4** Such other reasons which cannot be resolved before or after the employee's working hours, is serious in nature, cannot be disregarded, and which requires the employee's immediate attention.
  - 10.4.9.5** Notification of personal necessity leave shall be made on the Classified Personnel Transaction Form at least two (2) days in advance to the employee's immediate supervisor. If two (2) days advance notice cannot be given, it shall be given as soon as possible.
  - 10.4.9.6** Personal Necessity Leave shall not be used for convenience, social events, political activities, job actions, or occupational investigations except as provided in Section 15.10.2 relating to layoffs.
- 10.4.10** A medical statement will be required when an employee is absent for longer than five (5) consecutive working days. The Board of Trustees designees limited to Chancellor, Acting Chancellor, or Vice Chancellor of Human Resources may require a statement from a physician at any time regardless of the duration of the absence.
- 10.5 Industrial Accident and Illness Leave :** In addition to any other benefits that an employee may be entitled to under the Worker's Compensation laws of the State of California, employees shall be entitled to the following benefits:
- 10.5.1** An employee suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a leave of up to sixty (60) working days in any one (1) fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.

## ARTICLE 10

### LEAVES

- 10.5.2** Payment for wages lost on any day shall not, when added to an award granted the employee under the Worker's Compensation laws of the State of California, exceed the normal wage for the day.
- 10.5.3** The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this Section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If, however, an employee is still receiving temporary disability payments under the Worker's Compensation laws of the State of California at the time of the exhaustion of benefits under this Section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave, which, when, added to the Worker's Compensation award, provides for a day's pay at the regular rate of pay.
- 10.5.4 Remain in State During Industrial Accident or Illness Leave:** Any employee receiving benefits as a result of an industrial accident or illness shall, during periods of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the state.
- 10.6 Entitlement to Other Sick Leave:** Each employee in the bargaining unit shall once a year be credited with a total of 100 days sick leave in addition to the sick leave provided under Section 10.4.1 of this Article. Each day of sick leave provided by this Section shall be compensated at the rate of fifty (50) percent of the employee's regular salary. The paid sick leave provided for under this Section shall be in addition to any other paid leave provided for in this Article and shall be used after the exhaustion of the leaves provided in Sections 10.4 and 10.5. The leave in this Section shall not be accumulative.
- 10.7 Reemployment List:** When all available paid leaves of absence have been exhausted and if the employee is not medically able to assume the duties of the person's position, the person shall be placed on a reemployment list for a period of thirty-nine (39) months. When available, during the thirty-nine (39) month period, the person shall be employed in a vacant position in the class of the person's previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case the person shall be listed in accordance with seniority.

An employee who has been placed on a reemployment list, who has been medically released for return to duty, and who fails to accept the offer to return to a vacant position, shall be deemed to have resigned his/her employment.

## ARTICLE 10

### LEAVES

- 10.8 Parental Leave:** An employee who is the natural or adoptive parent of a child may be entitled to an unpaid leave of absence for the purpose of rearing his/her child. A written, signed request by the employee for the leave, specifying the beginning and ending dates of the period of the leave, shall be submitted to the District not less than twenty (20) working days before the commencement date of the leave. If a change in the length of the leave becomes necessary after the date the request has been approved, the change shall only affect the date the employee intends to return to active service. A written, signed statement shall be submitted to the District not less than ten (10) working days before the date the leave is to terminate. In the event a female employee suffers a disability caused by pregnancy or child-birth at a time during which she is not on parental leave, she may submit a request for sick leave and related benefits as are allowed for other temporary disabilities. The request will be considered upon the basis of written statements contained in a supporting report signed by her physician.
- 10.9 General Leaves:** An employee 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 an employee.
- 10.9.1** Any employee 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.
- 10.10** Employees shall be entitled to paid time off for educational leave to take classes when their attendance at these classes is mandated by the District.
- 10.11 Convenience Leave:**
- 10.11.1** Employees in paid status throughout the fiscal year not utilizing any sick leave during the fiscal year shall be entitled to two (2) days of non-cumulative paid convenience leave which must be taken by the employee in the following fiscal year.
- 10.11.2** Employees in paid status throughout the fiscal year utilizing no more than two (2) sick leave days during the fiscal year shall be entitled to one (1) day of non-cumulative paid convenience leave which must be taken by the employee in the following fiscal year.

## ARTICLE 10

### LEAVES

**10.11.3** The convenience leave authorized by the section shall be scheduled subject to the mutual agreement of the supervisor and the employee. Scheduling shall take into consideration other employees' leaves and vacations. Employees shall be entitled to take convenience leave pursuant to Section 10.11 during the fiscal year immediately following the fiscal year in which the convenience leave was earned. It is agreed and understood that this convenience leave does not constitute a form of salary and will not result in any monetary liability to the District or payment to the employee.

**10.11.4** The use of authorized personal necessity leave taken during the fiscal year shall not disqualify employees from these provisions.

**10.11.5 Convenience Leave Table:**

<u>Sick Time Used in One Year</u>	<u>Convenience Leave Earned for the Following Year</u>
None	Two (2) days
Two (2) days or less	One (1) day

## ARTICLE 11

### TRANSFERS AND REASSIGNMENT

- 11.1 Lateral Transfer Within Current Classification:** An employee may request a lateral transfer to an open position within the employee's current classification. The open position shall be posted for ten (10) working days at appropriate work locations prior to the commencement of interviews. Eligible employees may apply for the position by filing an appropriate District application with the Office of Human Resources within the time limits specified and will be granted an interview. The District retains the right to hire the most suitable applicant for the position. All applicants shall receive written notice of the selection determination. It is contemplated that this practice will be first utilized for filling vacancies prior to external advertising. The transfer under this section, unless otherwise agreed, will take place within two (2) weeks of Board approval.
- 11.2 Open Position:** When a bargaining unit position has not been filled through a lateral transfer under Section 11.1, or if a vacancy has been created through a lateral transfer, then the open position shall be posted internally at appropriate work locations for not less than ten (10) working days, as well as advertised externally. Any employee in the bargaining unit may apply for the position by filing an appropriate District approved application with the Office of Human Resources within the time limits specified. All qualified bargaining unit members shall be interviewed. All bargaining unit member applicants shall receive written notice of the selection determination.
- 11.3 Notice Contents:** The vacancy announcements for purposes of Sections 11.1 and 11.2 shall include: the job title, a brief description of the position and duties, the minimum qualifications required for the position, the assigned work location, the number of hours per day, regular assigned work shift times, days per week, and months per year assigned to the position, the salary range, and the deadline for filing to fill the vacancy. The vacancy announcement for lateral transfer opportunities, Section 11.1, shall also indicate that it is an internal posting only.

## ARTICLE 11

### TRANSFERS AND REASSIGNMENT

- 11.4 Medical Transfers:** The District shall give alternate work for which the employee is qualified when the same is available to an employee who has become medically unable to satisfactorily perform his/her regular duties. After an employee has become medically unable to satisfactorily perform his/her regular duties, the Vice Chancellor, Human Resources, or his/her designee, and the employee shall meet following a request from the employee to determine whether there is work for which the employee is qualified and is physically able to perform. The alternate work may constitute promotion, demotion, or lateral transfer. It is recognized that one (1) or more meetings may need to take place. The opportunity for alternate work shall be made available for a period of up to one (1) year after the employee is medically unable to satisfactorily perform his/her regular duties. If the employee declines alternate work, the District shall have satisfied all of its obligations with regard to alternate work.
- 11.5 Americans with Disabilities Act:** Each request for reasonable accommodation under the Americans with Disabilities Act (“ADA”) by a bargaining unit member shall be referred to the District and CSEA for examination on an individual basis.
- 11.6 District Initiated Transfer:**
- 11.6.1 Temporary Transfer:** In the event an employee is temporarily assigned to work in a work location other than the employee’s normal work site for a period in excess of five (5) working days, the employee shall be granted, upon written request, the opportunity for a personal conference with the employee’s current immediate supervisor and/or a representative from the Office of Human Resources. A temporary transfer in excess of twenty (20) working days shall be processed in accordance with Section 11.6.2.
- 11.6.2 District Initiated Transfer:** Employees may be transferred for non-disciplinary reasons under this Article when it is in the best interest of the District. Transfer is a movement from one (1) location or operating unit to another within the South Orange County Community College District and within the employee’s same classification. The District agrees that it shall seek voluntary transfers prior to requiring an involuntary transfer. The District shall not be arbitrary, capricious, or discriminatory in the application of District initiated transfers. The District shall give twenty (20) working days notice to affected employees before initiating a District transfer. By mutual agreement between the District and the employee, notice time can be less than twenty (20) working days. The employee shall be granted, upon written request, the opportunity for a personal conference with the employee’s current immediate supervisor and/or a representative from the Office of Human Resources.

## ARTICLE 11

### TRANSFERS AND REASSIGNMENT

#### 11.7 Reversion Rights:

- 11.7.1** An employee who is promoted and fails to complete the required probationary period of six (6) months shall be returned to the classification in which the employee held permanency immediately prior to the promotion. To be eligible: 1) there must be an available, vacant position in the employee's prior classification; or 2) the employee must have greater seniority than the least senior employee serving in that classification. A position is not available and vacant when the position is not being filled due to a hiring freeze.
- 11.7.2** In the event the returning employee cannot displace an employee in the classification immediately held prior to promotion, the returning employee may displace the least senior employee of the next previously held classification as per Section 11.7.1.
- 11.7.3** Any employee displaced as a result of the application of this Article shall be entitled to the displacement provisions of Sections 11.7.1 and 11.7.2. It is recognized that this process of bumping may ultimately result in the layoff of an employee. Any such layoff shall be processed in accordance with the provisions of Article 15 of this Contract.
- 11.7.4** Promoted employees who return to their former or other classifications shall be credited with the time earned in the promoted classification to the position held immediately prior to promotion.
- 11.7.5** Promoted employees who have completed the initial probationary period in any classification shall retain all rights, benefits and burdens of a permanent employee as to any classification in which permanency has been obtained.

## ARTICLE 12

### GRIEVANCE PROCEDURE

#### 12.1 General Conditions:

- 12.1.1** A grievance is defined as a complaint by one (1) or more bargaining unit members or the Association on behalf of one (1) or more bargaining unit members involving the interpretation, application, or alleged violation of this Agreement, District policy, rule, regulation, or practice which violates this Agreement.
- 12.1.2** A grievant is one (1) or more member(s) of the bargaining unit or the Association on behalf of one (1) or more bargaining unit members that has filed a grievance.
- 12.1.3** It is the intent of the parties to equitably resolve grievances at the lowest possible administrative level. It is the intention of the parties to encourage as informal and confidential an atmosphere as is possible in the resolution of grievances.
- 12.1.4** The grievant must present the grievance in writing on the "Classified Statement of Grievance" form, beginning with the Formal Resolution, Step One (Section 12.2.2). All grievances must be timely filed. Time limits may be extended only by mutual agreement of both parties confirmed in writing. If the Association is a party to either a Group Grievance or Policy Grievance (see Sections 12.4-12.5), the grievance will identify as many affected employees or classes of employees as possible. All grievances shall contain a clear and concise statement of the grievance, the circumstances involved, the affected employee(s) and the specific remedy(ies) sought. The statement shall be sufficiently specific to enable the District to determine the application of the remedy sought to the affected employees.

#### 12.2 Procedure: Grievances shall be handled in the following manner:

- 12.2.1** Within forty-five (45) calendar days after the occurrence of the act or omission giving rise to the grievance, the grievant shall attempt to resolve the grievance by an informal meeting with the immediate supervisor. If the immediate supervisor and the grievant reach agreement in the informal conference and the agreement is not activated by the parties, the forty-five (45) days stated above shall be reinstated. At the informal grievance meeting both parties shall sign and date a written statement to the effect that informal grievance meeting was held and its resolution if resolved.

## ARTICLE 12

### GRIEVANCE PROCEDURE

- 12.2.2 Step One - Formal Resolution:** In the event the grievance is not resolved at the informal level, the aggrieved employee shall present the grievance directly to the unit manager (employee's immediate Supervisor's Supervisor) in writing within ten (10) working days of the informal meeting with a copy of the grievance to the Vice Chancellor of Human Resources. Within five (5) working days after receipt of the grievance, the unit manager shall hold a meeting at which the grievant shall be present to discuss and seek to resolve the grievance. If the grievance is not satisfactorily adjusted after the meeting, the unit manager, within three (3) working days after the meeting, shall reduce to writing his/her response to the grievance.
- 12.2.3 Step Two:** If the grievance is not satisfactorily adjusted by the unit manager (employee's Immediate Supervisor's Supervisor), or if the unit manager fails to respond in accordance with Step One, the grievant shall submit the grievance in writing to the College President or the President's designee with respect to a grievance arising at the College, or the Vice Chancellor of Human Resources, or the Vice Chancellor's designee with respect to a grievance arising at the District, within six (6) working days of the response from the unit manager or if the unit manager fails to respond in accordance with Step One. Within five (5) working days after receipt of the grievance at Step Two, the appropriate administrator shall hold a meeting at which the grievant shall be present to discuss and seek to resolve the grievance. The grievant and the authorized CSEA representative shall be notified in writing of the response to Step Two within three (3) working days after the meeting. (The President's designee or the Vice Chancellor's designee shall not be any person who has previously addressed the grievance at any of the previous levels.)
- 12.2.4 Step Three:** If the grievance is not satisfactorily adjusted at Step Two or if the procedures called for at Step Two are not followed, the grievant shall submit the grievance in writing to the Chancellor or Chancellor's designee within six (6) working days of the receipt of the response at Step Two or if the time periods called for in Step Two have passed. Within five (5) working days of the receipt of the grievance at Step Three, the Chancellor or Chancellor's designee shall deliver to the grievant and the authorized CSEA representative the response to the grievance. (The Chancellor's designee shall not be any person who has previously addressed the grievance at any of the previous levels.)

## ARTICLE 12

### GRIEVANCE PROCEDURE

**12.2.5 Step Four:** In the event that the grievance is not satisfactorily adjusted at Step Three, the Association shall notify the Chancellor that the grievance shall be submitted to a neutral arbitrator. Such notification must be in writing, filed with the Chancellor within thirty (30) days after the date of the decision at Level Three. If no agreement on a mutually acceptable arbitrator can be reached within ten (10) days after the written request is made, the Association shall request a list of arbitrators from the American Arbitration Association.

The parties shall be bound by the voluntary labor arbitration rules of the American Arbitration Association. The arbitrator's decision shall be in writing and will set forth the findings, reasoning and conclusion on the issues(s) submitted.

The arbitrator will be without power or authority to make any decisions which require the commission of an act prohibited by law or which is violative of the terms of this Agreement. The arbitrator shall have no power to alter, add or detract from the provisions of this Agreement. The arbitrator shall have no power to establish salary schedules or structures. The award of the arbitrator shall be based solely on the evidence and arguments presented in the presence of the parties and upon any post-hearing briefs of the parties.

The cost of services of the arbitrator will be borne equally by the District and Association. All other expenses shall be borne by the party incurring them.

The decision of the arbitrator shall be final and binding and the grievant and the District shall comply with the decision unless a court of competent jurisdiction directs otherwise.

**12.3 Grievance Witnesses:** The District shall make available for testimony in connection with the grievance procedure a District employee whose appearance is requested by the grievant or CSEA.

**12.4 Group Grievances:** If the grievance involves employees with different immediate supervisors, the grievance may be filed at Step Two.

**12.5 Policy Grievances:** If the grievance involves Districtwide policy, practice or interpretation of this Agreement, the grievance may be submitted by CSEA to the Chancellor or designee.

## ARTICLE 12

### GRIEVANCE PROCEDURE

- 12.6 Employee-Process Grievance:** An employee covered by this Agreement may present a grievance directly and have such grievance adjusted without intervention of CSEA as long as the adjustment is not inconsistent with the terms of this Agreement. CSEA shall be provided a copy of any grievances filed by employees directly and any responses by the District. Prior to any resolution of any grievance, CSEA shall be provided with a copy of the proposed resolution for review. CSEA shall be given ten (10) days to file a written response to the proposed resolution. Any disagreement concerning whether the settlement is inconsistent with the terms of this Agreement shall be subject to the grievance procedure.
- 12.7 Grievance Processing:** The grievant and the CSEA Job Steward shall be entitled to process a grievance with no loss of pay or benefits.
- 12.8 Separate Grievance File:** All materials concerning an employee's grievance shall be kept in a file separate from the employee's personnel file, which file shall be available for inspection only by the employee, the CSEA Job Steward upon permission by the grievant and those management, supervisory, and confidential employees directly involved in the grievance procedure.
- 12.9 Purpose:** The District recognizes the need and affirms the right of CSEA to designate Job Stewards from among employees in the unit. It is agreed that CSEA in appointing such representatives does so for the purpose of promoting an effective relationship between the District and employees by helping to settle problems at the lowest level of supervision.
- 12.10 Duties and Responsibilities of Job Steward :** The grievant shall have the right to have his/her authorized CSEA Job Steward present at any step of this grievance procedure. The following shall be understood to constitute the duties and responsibilities of a Job Steward:
- 12.10.1** After notifying his/her immediate Supervisor, a Job Steward may assist in investigation, preparation, writing, and presentation of grievances. The Job Steward shall advise the Supervisor of the grievant of his/her presence. The Job Steward is permitted to discuss any problem with all employees immediately concerned, and, if appropriate, to attempt to achieve settlement in accordance with the grievance procedure.
- 12.10.2** A Job Steward may accompany a CAL-OSHA representative conducting an on-site walk-around safety inspection of any area, department, division, or other subdivision in fulfillment of the Job Steward's responsibilities.
- 12.11 CSEA Staff Assistance:** CSEA Representatives shall at any time be entitled to seek and obtain assistance from CSEA staff personnel.

## ARTICLE 13

### SAFETY

- 13.1 Safety Committee:** A District Safety Committee shall include at least one (1) member appointed by CSEA. This committee shall review health, safety, sanitation and working conditions. This committee should meet not less than every three (3) months and make recommendations to the District concerning improvements in health, safety, sanitation and working conditions.
- 13.2 No Discrimination:** No employee shall be in any way discriminated against as a result of reporting any condition believed to be a violation of good safety practices.

## ARTICLE 14

### DISCIPLINARY ACTIONS

- 14.1 Disciplinary Action:** Discipline shall be imposed on employees of the bargaining unit for the following reasons:
- 14.1.1 Incompetency.
  - 14.1.2 Inefficiency.
  - 14.1.3 Insubordination.
  - 14.1.4 Inattention to or dereliction of duty.
  - 14.1.5 Dishonesty.
  - 14.1.6 Immoral conduct.
  - 14.1.7 Discourteous treatment of public or District employees.
  - 14.1.8 Any willful failure of good conduct that tends to injure the public service.
  - 14.1.9 Any willful or persistent violation of the provisions of this Agreement.
  - 14.1.10 Engaging in a political activity during assigned working hours by the employees.
  - 14.1.11 Repeated unreported, and/or unauthorized absence or tardiness.
  - 14.1.12 Unexcused repeated and persistent absences that result in the disruption and loss in efficiency in the operating unit.
  - 14.1.13 The use of fraud, deception, or misrepresentation of material facts in obtaining an appointment or a place on the eligibility list.
  - 14.1.14 Conviction of a sex offense as defined in Education Code Section 87010 or a narcotic offense as defined in Education Code Section 87011.
- 14.2 Probationary Employees:** Probationary employees are subject to disciplinary action including dismissal without the benefit of advance notice or hearing.

## ARTICLE 14

### DISCIPLINARY ACTIONS

- 14.3 Timeliness:** The District shall not initiate any disciplinary action for any cause alleged to have arisen prior to the employee becoming permanent nor for any cause alleged to have arisen more than two (2) years preceding the date that the District takes disciplinary action, unless such cause was concealed or not disclosed by the employee.
- 14.4 Suspension:** Employees may be suspended prior to the Board of Trustees' final decision following a hearing before the Chancellor or designee. The employee may be suspended without pay following the hearing only if the employee's presence at work could prove injurious or harmful to the District. Employees charged by the District Attorney with a sex, narcotics, or criminal offense may be suspended pursuant to Education Code Section 88123. If, after a hearing, the suspension is upheld, the Board of Trustees shall determine whether the suspension is with or without pay.
- 14.5 Disciplinary Procedure :** When the District seeks the imposition of any disciplinary action, notice of such discipline shall be made in writing and served in person or by certified mail upon the employee by the Chancellor or designee. The notice shall contain (1) a statement of the specific acts or omissions upon which the disciplinary action is based, (2) a statement of the cause for which disciplinary action is taken, (3) the Education Code, policy, rule, or regulation violation, (4) the penalty proposed, (5) copies of the documentary evidence upon which the disciplinary action is based, and (6) a statement of the employee's right to appeal the proposed disciplinary action to the Board of Trustees by filing a written request for hearing with the Board of Trustees in the Office of the Chancellor within five (5) calendar days of receipt of the notice of disciplinary action. The hearing before the Board of Trustees shall be conducted in accordance with Board Policy 4205.
- 14.6 Decision by the Board of Trustees:** The decision by the Board of Trustees shall be final and binding upon all parties, subject to appeal to a court of competent jurisdiction.

## ARTICLE 15

### LAYOFF AND REEMPLOYMENT PROCEDURES

**15.1 Layoff:** Layoff means termination of employment and includes any reduction in hours, days, or months of employment or assignment to a class or range lower than that in which the employee has permanence, voluntarily consented to by the employee, in order to avoid interruption or employment by layoff.

**15.2 Notice of Layoff:**

**15.2.1** Upon the decision of the District's Board of Trustees to layoff a classified employee, written notice of layoff shall be sent by first class mail to the person's last known address on file in the District's Office of Human Resources or delivered in person to the affected classified employee or employees.

**15.2.2** When, as a result of the expiration of a specially funded program, classified positions are eliminated at the end of a school year, the employee or employees to be laid off at the end of such school year shall be given written notice on or before May 29, informing them of their layoff effective at the end of the school year and of their displacement rights, if any, and reemployment rights. If the termination date of any specially funded program is other than the end of a school year, such notice shall be given not less than thirty (30) calendar days prior to the effective layoff date.

**15.2.3** When, as a result of a reduction or elimination of the service being performed by any department, the employee or employees to be laid off shall be given written notice of layoff not less than thirty (30) calendar days prior to the effective layoff date and shall be informed of their displacement rights, if any, and reemployment rights.

**15.2.4** Following receipt of any layoff notice, the CSEA President and CSEA Labor Relations Representative may meet with District representatives to review the notice and order of layoff.

**15.3 Order of Layoff:** Classified employees within an affected job classification shall be laid off subject to the following provisions:

**15.3.1** The order of layoff shall be by seniority as defined in this Article.

## ARTICLE 15

### LAYOFF AND REEMPLOYMENT PROCEDURES

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

- Paid leaves of absence
- Leaves mandated by statute
- Required military leaves of absence

Time spent on all other leaves of absence shall not be credited toward seniority and shall be deducted from the employee's seniority for purposes of determining layoff.

**15.3.3** In the case of two (2) or more classified employees with the same seniority, the order of layoff shall be based on the following:

**15.3.3.1** Date of first paid service as a probationary employee in the District.

**15.3.3.2** By lot.

#### **15.4 Displacement Rights - Demotion in Lieu of Layoff and Bumping Rights:**

**15.4.1** Permanent employee laid off from the employee's present class may elect to be demoted and bump into a vacant position in the next lowest class in which the employee has greatest seniority considering his/her seniority in the lower class and any higher classes. The employee may continue to bump into vacant positions in lower classes to avoid layoff. To be considered for demotion into a lower vacant position, the employee shall be required to notify the District Office of Human Resources in writing of such election not later than ten (10) working days after receiving the notice of layoff.

**15.4.2** To be considered for bumping, which would result in the displacement of a less senior employee in the classification in which the employee subject to layoff has greater combined seniority in the lower and higher classifications, the employee shall be required to notify the District Office of Human Resources in writing of such election not later than ten (10) working days after receiving the notice of layoff.

## ARTICLE 15

### LAYOFF AND REEMPLOYMENT PROCEDURES

- 15.4.3** An employee who has accepted a demotion or bumping rights in lieu of layoff, has the right to be reemployed, in accordance with seniority in the former class, for an additional twenty-four (24) month period after the thirty-nine (39) month reemployment period.
- 15.5 Voluntary Reductions in Assigned Time:** The District may elect, in lieu of layoff, to offer reductions in assigned time to classified employees within an affected classification. An employee who elects and receives a reduction in assigned time in lieu of layoff shall, nonetheless, be placed on the thirty-nine (39) month reemployment list, together with an additional twenty-four (24) month period, and shall be eligible to return to this former assigned time in order of seniority.
- 15.6 Return to Former Classification Following Voluntary Demotion or Voluntary Reduction in Hours:** Employees taking voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the employee's option, returned to a position in their former class or to positions with increased assigned time as vacancies become available, within the sixty-three (63) month time limit per paragraph 15.5 above, except that they shall be ranked in accordance with their seniority on any valid reemployment list.
- 15.7 Retirement in Lieu of Layoff:**
- 15.7.1** Any employee subject to being laid off or who was in fact laid off may elect to accept a service retirement from the Public Employee's Retirement System in accordance with Education Code Section 88015.
- 15.7.2** The employee shall be placed on a thirty-nine (39) month reemployment list in accordance with Section 7 of this Article; however, the employee shall not be eligible for reemployment during such other period of time as may be specified by pertinent Government Code Sections.
- 15.7.3** The District agrees that when an offer of reemployment is made to an eligible person retired under this Article, and the District receives within ten (10) working days a written acceptance offer, the position shall not be filled by any other person, and the retired person shall be allowed sufficient time to terminate his/her retired status.
- 15.7.4** An employee subject to this Section who retires and is eligible for reemployment and who declines an offer of reemployment equal to that from which laid off shall be deemed to be permanently retired.
- 15.7.5** Any employee electing to retire after being placed on a reemployment list shall be retired in lieu of layoff within the meaning of this Section.

## ARTICLE 15

### LAYOFF AND REEMPLOYMENT PROCEDURES

#### 15.8 Reemployment:

**15.8.1** A classified employee who is laid off shall be placed on a thirty-nine (39) month employment list and shall have the right to apply for other positions within the District while the employee's name remains on the reemployment list. The employee shall be required to maintain his/her current address on file with the District Office of Human Resources.

**15.8.2** If, during an employee's eligibility period for reemployment, positions become vacant within a job classification of a laid off employee or employees, the District shall notify by first class mail addressed to the last known address on file with the Office of Human Resources such employee or employees offering reemployment in order of seniority.

**15.8.3** If the employee accepts reemployment, the employee shall report to work within ten (10) working days following notification of reemployment.

**15.8.4** An employee who receives such notice of reemployment, but who does not accept the offer of reemployment within five (5) working days shall be deemed to have rejected the offer of reemployment. After refusal or non-response to the second consecutive offer of reemployment, the employee's name shall be removed from the thirty-nine (39) month reemployment list including all rights thereto.

**15.8.5** A classified employee reemployed within thirty-nine (39) months after being laid off shall be fully restored to his/her position with all rights to permanent status. Seniority, benefits, or service credit shall not, however, accrue during the period of layoff.

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

#### 15.10 Benefits to Employees Following Layoff:

**15.10.1** The District shall continue to pay health and welfare benefits at the current rate for all employees laid off and currently receiving benefits for ninety (90) calendar days from the date of layoff.

**15.10.2** The District shall allow each full time employee subject to layoff who works at least six (6) hours per day with up to twenty-four (24) hours of accrued personal necessity leave for the purpose of seeking future employment. The twenty-four (24) hours shall be in increments not exceeding four (4) hours each.

**15.10.3** Employees laid off shall be afforded "substitute" employment in any class within the District for which he/she meets minimum qualifications in accordance with seniority as provided for in this Agreement.

## ARTICLE 16

### SEVERABILITY

- 16.1 Savings Clause:** If during the life of this Agreement there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Any invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.
- 16.2 Replacement for Severed Provision:** In the event of suspension or invalidation of any Article or Section of this Agreement, the District and CSEA will meet within thirty (30) days after such determination for the purpose of arriving at satisfactory replacement for such Article or Section.
- 16.3 Past Practices:** Rules, regulations, policies and practices which are in effect at the time of this Agreement that affect the rights and obligations of bargaining unit members shall not be modified without prior consultation with CSEA.

## **ARTICLE 17**

### **CONCERTED ACTIVITIES**

- 17.1** Apart from, and in addition to, existing legal restrictions upon work stoppages, neither bargaining unit members, CSEA, or its officers, officials, agents or representatives, shall incite, encourage or participate in any strike, walkout, slowdown, picketing or other work stoppage of any nature whatsoever, against the District during the life of the Agreement for any cause of dispute whatsoever, including, but not limited to, disputes which are subject to any grievance procedure, disputes concerning matters not mentioned in this Agreement, disputes with other labor organizations, persons or employers, jurisdictional disputes, or compliance with the request of other labor organizations to engage in such activity.
- 17.2** In the event that any of the occurrences prohibited by the preceding paragraph takes place, bargaining unit members, CSEA, and its officers, agents, representatives, and responsible officials, shall immediately and publicly disavow such action as unauthorized and use all power within their authority to end or avert such action at the earliest possible time and bargaining unit members, CSEA and its officers, agents, representatives, and responsible officials shall not honor any picket line set up under any circumstances.
- 17.3** Any employee hereunder engaging in or assisting in any of the activities prohibited by 17.1 above shall be subject to discipline or discharge as determined by the District.

## ARTICLE 18

### NEGOTIATIONS

- 18.1 Notification and Public Notice:** If either party desires to alter or amend this Agreement, it shall, not less than one hundred and twenty (120) days prior to the termination date set forth under the Duration Article, provide written notice and a proposal to the other party of said desire and the nature of the amendments and cause the public notice provisions of law to be fulfilled.
- 18.2 Commencement of Negotiations:** Within five (5) days of satisfaction of the public notice requirement, and not later than forty-five (45) days following submission of the proposal, negotiations shall commence at a mutually acceptable time and place for the purpose of considering changes in this Agreement.
- 18.3 Release Time for Negotiations:** CSEA shall have the right to designate five (5) employees, who shall be given reasonable release time to participate in negotiations. Two (2) members of the classified negotiating team, if their work schedules are second or third shift on the day of the negotiations, shall earn release time equivalent to the amount of time spent in scheduled negotiations at the table with the District. This release time will be accumulated and shall be taken at a time mutually acceptable to the employee and the employee's supervisor within twelve (12) months of the date on which it was earned. At the conclusion of each negotiation session between the District and CSEA, the spokespersons for the respective negotiating teams will agree on the amount of earned release time for the two (2) affected employees. For example, if negotiations between the District and CSEA commenced at 9:30 a.m., and ended at 12 noon, the amount of release time would equal 2.5 hours.
- 18.4 Agreement of Parties:** This Agreement contains the agreement of the parties as to all existing matters. It is agreed that the District and CSEA will support the terms of this Agreement during the life of this Agreement and will not seek change or improvement on any matters subject to the meet and negotiation process except by mutual agreement.
- 18.5 Reopener Clause:** This is a three-year agreement with no reopeners except as provided in Sections 5.6 and 8.1.1.

## **ARTICLE 19**

### **DURATION**

- 19.1 Length of Agreement :** The length of this Agreement shall be from July1, 1998 to June 30, 2001, and shall continue from year to year thereafter unless alteration or amendment is requested in writing in accordance with Article 18.
- 19.2** Except as specified in Article 18.5, the Agreement constitutes the entire agreement between the parties and concludes meeting and negotiating on subjects dealing with hours of employment and other conditions of employment for the term of this Agreement. It is further understood that no part of this Agreement may be reopened for negotiation except as provided for in Sections 5.6 and 8.1.1.

## ARTICLE 20

### RECLASSIFICATION

- 20.1 Salary Schedule Criteria, Reclassification and Administrative-Initiated Reorganizations:** This Article shall be based upon and guided by the principles of internal equity and labor market forces. "Internal equity," for the purpose of this Agreement shall mean the salary relationships of classifications for bargaining unit members within the District as demonstrated by the nature and variety of the work, the difficulty of the work, the degree of authority and responsibility exercised and the qualification requirements of the work. "Labor market forces," for the purpose of this Agreement, shall refer to the three other Orange County community college districts and such other public entities, private businesses, or surveys that are specifically agreed upon by the District's Reclassification Committee.
- 20.2 Request for Reclassification Review :** A "window period" will be opened from October 1 to October 31 of each even numbered year in which this contract is in effect to provide employees and management the opportunity to submit a reclassification review request. For fiscal year 1998-1999, the window period shall be November 1 to November 30. The request will be accompanied by forms recommended by a consulting firm selected by the parties, which should focus on what has changed about the position. The request will be signed by the employee and the employee's immediate supervisor, whose purpose is to confirm the assignment of the additional duties as described. The consulting firm jointly will provide the appropriate preliminary job analysis utilizing the submitted forms and current descriptions for the class in question and other relevant classes. The consulting firm will interview both the incumbent and the incumbent's supervisor in separate meetings designed to assure a clear understanding of the issues. The consulting firm will develop preliminary recommendations which will be discussed with the Personnel Director and the CSEA designee, provide findings and conclusions in writing including any changes to current class descriptions or new descriptions as appropriate. All correspondence between the consultant and the parties or any person seeking reclassification and the consultant shall be shared with the Personnel Director and the CSEA designee. The consulting firm will recommend classification and salary range allocation based on the data provided. Following discussion with the Personnel Director and the CSEA designee, the consulting firm will issue written recommendations which will then be reviewed by the District's Reclassification Committee.
- 20.3 Effective Date:** Approved reclassifications resulting from the window period will become effective July 1 of the following year or at such time as determined under Section 20.9. Individuals reclassified will be placed on the same step in the new salary range.

## ARTICLE 20

### RECLASSIFICATION

**20.4 Appeals:** Appeals must be based on errors or omissions. Should the employee wish to appeal the recommendation, the Reclassification Committee will serve as the appeal group with the consultant serving as a resource. If the Reclassification Committee is in agreement to approve or deny the appeal, and the Chancellor agrees with the Committee's recommended disposition of the appeal, the decision is final. If the Reclassification Committee does not reach an agreement, the final decision will be subject to the provisions of Section 20.9, with the understanding that the Chancellor may implement a change pending negotiations.

**20.4.1** Decisions of the committee shall not be subject to the grievance procedure.

### 20.5 Definitions

**20.5.1 Class or Classes of Positions :** Positions are grouped under a common classification title because they are similar in duties, level of responsibilities, working conditions and level of requirements. Common standards of selection, assignment and salary are applied to positions within the same classification. "Classification" is defined in Education Code section 88001(a) and section 21.2.

**20.5.2 Classification Plan :** This is the official document adopted by the Board of Trustees, which allocates all positions to a class.

**20.5.3 Duties of Classified Employees :** Duties may include those outlined in the job specification for the position to which the employee is assigned and may include other related duties consistent with the nature and level of responsibility of the job. An employee shall receive a copy of the job specification for the position he/she holds.

**20.5.4 Immediate Supervisor:** "Immediate Supervisor" shall mean the person designated by the Chancellor and/or President to supervise the activities and affairs of the staff of any department and to carry out such duties in respect thereof as may from time to time be required by the Board of Trustees or its agents. Such supervision is that which takes place on a day-to-day basis in contrast to general supervision, which operates on a periodic basis. Immediate supervisors assign tasks, evaluate work performed, and direct work of subordinate staff.

## ARTICLE 20

### RECLASSIFICATION

- 20.5.5 Job Specification:** “Job specification” is a description of the normally recurring tasks, responsibilities and requirements for a position classification.
- 20.5.6 Reclassification:** Changes in duty responsibilities resulting in revised job specifications may cause a reclassification. The position may be assigned a salary range, which may be the same as, or different from, that held prior to reclassification. Reclassification of a position also may occur when duties and responsibilities are added to a position over a period of time consistent with Education Code section 88001(f) and Section 21.17.
- 20.6 Reclassification Committee :** A Reclassification Committee shall be appointed consisting of six members. Three members of the committee shall be selected from the California School Employees Association (CSEA) and three shall be selected by the Chancellor. The District Personnel Director shall be one of the appointees of the Chancellor and shall serve as the Chairperson of the Committee (included as one of the three District appointees).
- 20.7 Job Duties:** The term “and other related duties” shall be changed to read “and other duties reasonably related to the job classification.”
- 20.8 Classification of New Positions :** All newly-created positions shall be processed in accordance with the provisions of Section 20.1 and then reviewed by the Reclassification Committee. The Committee shall recommend a job specification and salary placement. When recommending salary placement, the Committee shall consider proper alignment of the newly-created position with similar positions in the department and District.
- 20.9 Negotiations:** If negotiations are requested under this Article, the parties will meet within 20 working days. Both parties agree to meet expeditiously and with such frequency as to complete negotiations within 30 calendar days. If no agreement is reached within the 30-day period, an impasse will be declared by both the District and CSEA and the dispute will be referred to mediation. If the dispute is not resolved in mediation within 30 calendar days, the District and CSEA will request the mediator’s referral to fact finding. Both parties will observe the requirements of law in the selection of a fact finder and in implementing the fact finding process.

## ARTICLE 21

### DEFINITIONS

- 21.1** “Anniversary date” is the date upon which an employee is granted salary step advancement earned by completion of a required period of service.
- 21.2** “Classification” is any group of positions sufficiently similar in duties, responsibilities, and authority that the same job title, minimum qualifications, and salary range are appropriate for all positions in a class.
- 21.3** “Classification description” is the description of the duties, responsibilities, minimum qualifications, and authority of positions in a class.
- 21.4** “Demotion” is a change in assignment of an employee from a position in one classification to a position in another classification that is allocated to a lower maximum salary rate.
- 21.5** “Differential” is a salary allowance in addition to the basic rate or schedule based upon hours of employment.
- 21.6** “Fiscal year” is July 1 through June 30.
- 21.7** “Health and Welfare Benefits” means any form of insurance or similar benefit programs, which may include but not be limited to, medical, hospitalization, surgical, prescription drug, dental, optical, psychiatric, life, or long-term disability.
- 21.8** “Hire date” is the date of first paid service as a regular classified employee.
- 21.9** “Incumbent” is an employee assigned to a position and who is currently serving in or on leave from the position.
- 21.10** “Industrial accident or illness” is an injury or illness arising out of or in the course of employment in the District.
- 21.11** “Longevity” is years of service with the District regardless of change in position.
- 21.12** “Notice” means whenever notice is required under this Agreement, and no form of notice is otherwise designated, notice to the District shall be by personal delivery to the Office of the Chancellor and notice to CSEA shall be written notice delivered to the President of the local chapter.
- 21.13** “Permanent employee” is a regular employee who successfully completes an initial probationary period, which shall not exceed twelve (12) work months of service beyond the initial date of employment.

## ARTICLE 21

### DEFINITIONS

- 21.14** “Probationary employee” is a regular employee who will become permanent upon completion of a prescribed probationary period.
- 21.15** “Promotion” is a change in the assignment of an employee from a position in one classification to a vacant position in another classification with a higher maximum salary rate.
- 21.16** “Reallocation” is a movement of an entire classification from one salary range or rate to another salary range or rate.
- 21.17** “Reclassification” is the upgrading of a position to a higher classification as a result of the increase of duties and/or responsibilities being performed by the incumbent in such position.
- 21.18** “Safety conditions of employment” means any work-related condition affecting the health, safety, or welfare of the employee.
- 21.19** “Salary rate” is a specific amount of money paid for a specific period of service.
- 21.20** “Salary schedule” is a series of salary steps and ranges which comprise the rate of pay for all classifications.
- 21.21** “Salary step” is one of the salary levels within the range of rates for a classification.
- 21.22** “Short-term employee” is a person hired for a specific temporary project of limited duration which, when completed, the services of the employee shall no longer be required.
- 21.23** “Substitute employee” is a person hired to perform the duties of a position in the temporary absence of the employee who is regularly assigned to that position.
- 21.24** “Uniforms” means any clothing of a particular color, design, pattern, or style required to be worn by the District shall be considered a uniform.
- 21.25** “Voluntary demotion” is a demotion agreed to in writing by the employee and the District.

## ARTICLE 21

### DEFINITIONS

- 21.26** "Working hours" means all hours in a paid status.
- 21.27** "Working day" means any day the District Administrative Offices are open for business.
- 21.28** "Employee" shall mean bargaining unit member.
- 21.29** "Hourly Rate" is determined by dividing the monthly rate provided in the CSEA contract by 168 and the results carried to two (2) decimal places and rounded off.
- 21.30** "Location" is defined as any internal operating unit within one of the following: Irvine Valley College, District Services, Saddleback College, and future satellite location.
- 21.31** "Seniority for Purposes of Layoff" is based upon Board approved hire date within each employee's classification plus higher classifications.
- 21.32** "Substitute Rate" shall be computed at step 1 on the salary schedule.
- 21.33** "Transfer" is a move from an employee's current location, operating unit, or shift to another location within South Orange Community College District within the employee's same classification.

**APPENDIX A**  
**BARGAINING UNIT CLASSIFICATIONS**

July 1, 1998

<u>Alphabetical Listing Position</u>	<u>Salary Range</u>
Accompanist	125
Accounting Assistant I	114
Accounting Assistant II	118
Accounting Specialist	124
Administrative Clerk	108
Administrative Secretary I	116
Administrative Secretary II	121
Admissions and Records Specialist I	114
Admissions and Records Specialist II	118
Applications Specialist I	126
Applications Specialist II	132
Art Gallery Specialist	125
Art Slide Librarian	121
Art Slide Technician	122
Articulation Specialist	121
Athletic Equipment Attendant/Driver	118
Athletic Therapist/Trainer	126
Audio Visual Technician	123
Automotive/Equipment Mechanic	125
Box Office Operations Manager	116
Budget Control/Fiscal Officer	125
Budget/Facilities Assistant	120
Building Maintenance Worker	121
Buyer	124
Career Guidance Officer	125
Career Guidance and Placement Officer	125
Career Placement Officer	125
Carpenter/General Craftsworker	125
Child Care Center Assistant	115
Child Care Instructional Specialist	121
College Information Operator	109
College Public Information Officer	125
College Publications Editor	126
College Publications Specialist	126
Community Education Administrative Assistant	125
Community Education Planning Specialist	125
Community Education Program Assistant	115
Community Education Publications Editor	126
Community Education Registrar	119
Community Education Registration Specialist	114

**APPENDIX A**  
**BARGAINING UNIT CLASSIFICATIONS**

July 1, 1998

<u>Alphabetical Listing Position</u>	<u>Salary Range</u>
Community Education Specialist	120
Computer Operator	119
Computer Purchasing Specialist	116
Computer Systems Facilitator	123
Costume/Makeup Designer	126
Counselor Assistant	111
Curriculum Publications Specialist	126
Curriculum/Scheduling Specialist	126
Custodian	113
Data Control/Support Specialist	122
Data Processor I	115
Data Processor II	118
Diagnostic Testing Specialist	123
District Public Information Officer	126
Drama Production Manager	126
Duplicating Equipment Operator	114
Electrician	125
EOPS Facilitator	120
Equipment Operator	123
Equipment Service Worker	120
Events Specialist	124
Executive Secretary	127
Facilities Planning Specialist	125
Financial Aid Assistant I	116
Financial Aid Assistant II	120
Financial Aid Specialist	125
Financial Aid/Veterans Specialist	125
Fiscal Specialist	125
Graphic Designer	121
Graphics Designer/Production Technician	126
Greenhouse Assistant	112
Groundskeeper	117
Groundskeeper/Swimming Pool Maintenance Worker	119
Health Promotion Specialist	120
Health Sciences/Human Services Program Specialist	122
HVAC Mechanic	125
Information Processor I	116
Information Processor II	121
Instructional Assistance Specialist	121

**APPENDIX A**  
**BARGAINING UNIT CLASSIFICATIONS**

July 1, 1998

<u>Alphabetical Listing Position</u>	<u>Salary Range</u>
Instructional Assistant, Computers	121
Instructional Assistant, Graphics	121
Instructional Assistant, Language	121
Instructional Assistant, Lariat	121
Instructional Assistant, Math/Science/Engineering	121
Instructional Assistant, Music	121
Instructional Assistant, Radio/T.V	121
Instructional Assistant, Reading	121
Instructional Computer Technician	125
Instructional Programmer/Analyst	130
Irrigation Systems Maintenance Specialist	123
Laboratory Technician, Applied Science	122
Laboratory Technician, Art	122
Laboratory Technician, Computers	125
Laboratory Technician, Construction Technology	119
Laboratory Technician, Consumer and Family Resources	121
Laboratory Technician, Life/Physical Sciences	119
Laboratory Technician, Math/Science/Engineering	122
Laboratory Technician, Photography	119
Lead Auto/Equipment Mechanic	130
Lead Carpenter/General Craftsworker	130
Lead Custodian	117
Lead Electrician	130
Lead Groundskeeper	123
Lead Safety Officer	132
Lead Warehouse Worker	124
Library Assistant I	114
Library Assistant II	118
Library Technician	125
Locksmith	122
Mail Clerk	113
Matriculation Assistant	117
Matriculation Specialist	121
Multimedia Technician	126
Network Systems Technician I	126
Network Systems Technician II	130
Network Systems Technician III	135
Nursing Associate	126

## APPENDIX A

### BARGAINING UNIT CLASSIFICATIONS

July 1, 1998

<u>Alphabetical Listing Position</u>	<u>Salary Range</u>
Painter	125
Parking Coordinator	127
Payroll Specialist	124
Payroll Technician	125
Personnel Assistant	123
Plant Engineer	130
Plumber	125
Printer	124
Program Assistant	112
Programmer/Analyst	140
Property Control Specialist	119
Public Information Specialist	125
Publications Technician	121
Purchasing Clerk	113
Radio News Director	125
Radio Program Director	129
Research Office Assistant	125
Safety Officer	130
Safety Officer (Weekends/Holidays)	130
Safety and Security Assistant	113
Scenic Designer/Technical Director	126
Secretary	112
Senior Accounting Assistant	124
Senior Administrative Secretary	125
Senior Admissions & Records Specialist	125
Senior Buyer	125
Senior Child Care Instructional Specialist	125
Senior Data Processor	122
Senior Duplicating Equipment Operator	116
Senior Graphic Designer	130
Senior Groundskeeper	121
Senior Information Processor	125
Senior Instructional Assistance Specialist	123
Senior Laboratory Technician, Art	130
Senior Laboratory Technician, Life/Physical Sciences	130
Senior Laboratory Technician, Math/Science/Engineering	130

**APPENDIX A**  
**BARGAINING UNIT CLASSIFICATIONS**  
**July 1, 1998**

<b><u>Alphabetical Listing Position</u></b>	<b><u>Salary Range</u></b>
Senior Laboratory Technician, Technology and Applied Sciences	130
Senior Payroll Technician	127
Senior Programmer Analyst	144
Sound and Lighting Designer	127
Special Services Assistant	122
Sports Information Officer	125
Stage/Set Carpenter	123
Swimming Pool Maintenance Worker	121
Telecommunications Technician	127
Television Production Specialist	129
Transportation Assistant	116
Utility Custodian	116
Visual Arts Technician	129
Warehouse Assistant	115
Warehouse Worker	120
Warehouse Worker/Delivery Driver	112

## **APPENDIX B**

### **CSEA DUES SCHEDULE CHART**

**On file with the CSEA Orange Field Office**

**APPENDIX C**  
**SAFETY OFFICER WEEKEND/HOLIDAYS**  
**SADDLEBACK COMMUNITY COLLEGE DISTRICT**  
**CSEA, CHAPTER 586**  
**SIDE LETTER RE: ARTICLE 4.8.4**

Employees in the classification of Safety Officer, Weekend and Holiday as of April 30, 1987 shall be entitled to holiday pay per 4.8.4. Employees hired on or after May 1, 1987 shall be subject to and paid in accordance with Education Code Section 88204 at Grade 20 (Range 130, effective 7/1/88) and shall not be entitled to holiday pay. It is further agreed and understood that service in the classification of Safety Officer, Weekend and Holiday is a separate classification and shall not constitute a service for seniority or layoff purposes in the separate classification of Safety Officer. Approved this 21<sup>st</sup> day of April, 1987.

*Signatures on file in the Office of Human Resources*

**APPENDIX D**  
**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**  
**CLASSIFIED SALARY SCHEDULE**  
**1998-99**

On File in District Human Resources Office

## APPENDIX E

### ORGANIZATIONAL SECURITY AGREEMENT FEES

The following fair share service fee procedure has been implemented by California School Employees Association, effective July 1, 1990.

#### Notification

A statement of CSEA's fair share service fee procedure shall be published in each April, May and June issue of *The California School Employee*.

This statement shall contain the following:

- (a) An explanation of the basis for the service fee, including all major categories of CSEA expenditures for the most recently audited fiscal year. Each category shall be identified as being related or not related to collective bargaining.
- (b) An explanation that service payors who do not wish to support union activity in categories not related to collective bargaining are not required to do so.
- (c) An explanation of the procedure for determining from the financial information the portion of the service fee that is retainable by CSEA over objection.
- (d) A statement that all service fee payors who notify CSEA by June 30 of their objection to paying full service fees shall receive updated financial information upon completion of CSEA's next annual audit in July, and shall receive an advance refund, based on that audit, of the portion of their service fees for the next fee year (September - August) that is not related to collective bargaining.
- (e) An explanation of the procedure whereby, after receiving the updated financial information, any objector may challenge the determination of the portion of the service fee that is retainable by CSEA over objection.
- (f) A statement that an impartial decision maker shall promptly issue a decision on such challenges and, *if the impartial decision maker finds that the portion of the service fee that is related to collective bargaining is less than that stated in the independent auditor's report, the difference shall be paid to all objectors within fifteen (15) days of the decision.*

Upon receipt of the name, address, social security number, name of employer and CSEA chapter number for any new service fee payor, CSEA's state headquarters shall mail to the service fee payor an individual copy of the statement published in *The California School Employee*.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on September 15, 1998.

SOUTH ORANGE COUNTY COMMUNITY  
COLLEGE DISTRICT

CALIFORNIA SCHOOL EMPLOYEES  
ASSOCIATION, CHAPTER 586

/s/ Georganna Sizelove  
Georganna Sizelove  
Chief Negotiator

/s/ Michael Bryant  
Michael Bryant  
Chief Negotiator

/s/ Harry P. Parmer  
Harry Parmer

/s/ Mary Williams  
Mary Williams, CSEA President

/s/ Spencer Covert  
Spencer Covert

/s/ Pamela Hewitt  
Pamela Hewitt

/s/ Terry Wedel  
Terry Wedel

/s/ Connie Manuel-Zucker  
Connie Manuel-Zucker

/s/ Bart Sickler  
Bart Sickler

/s/ Scott Klimowicz  
Scott Klimowicz

/s/ A. Alan Aldrich  
A. Alan Aldrich  
Sr. Labor Relations Representative