# MASTER CONTRACT

between the

San Joaquin Delta Community College District

and the

California School Employees' Association Chapter #359



July 1, 2024 through June 30, 2027

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# ARTICLE I PREAMBLE

- 1.1 This Agreement is made and entered into *July 1, 2024*, by and between San Joaquin Delta College District, hereinafter referred to as the "District", and the California School Employees Association and its San Joaquin Delta College Chapter Number 359, or its successors, hereinafter referred to as "CSEA".
- 1.2 Acknowledgement: The District hereby acknowledges that CSEA and its Delta Chapter #359 is the exclusive bargaining representative for all classified employees holding those positions described in Appendix A, attached hereto and incorporated by reference as a part of this agreement. All newly created positions in the classified service, except those that lawfully are faculty, supervisory, management or confidential shall be assigned to the classified bargaining unit. (Government Code §3543-45, §70901.2)
- 1.3 The bargaining unit shall exclude work study students, students enrolled in nine (9) units for spring and fall semester and six (6) units for summer session, substitutes, short-term employees, faculty, and those positions identified by the Board of Trustees as management, supervisory and confidential.
- 1.4 Scope of Representation: The scope of representation shall be all matters determined by applicable rules, regulations, or orders issued by any governmental authority. Nothing herein may be construed to limit the right of the District to consult with CSEA on any matters outside of the scope of representation.

# **ARTICLE II**

# NON DISCRIMINATION

- 2.1 <u>Discrimination Prohibited:</u> It shall be an unlawful employment practice, unless based upon a bona fide occupational qualification, or, except where based upon applicable security regulations established by the United States or the State of California for an employer, because of the race, religion, creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of any person to refuse to hire or employ the person or to refuse to select the person for a training program leading to employment, or to bar or to discharge such person from employment or from a training program leading to employment, or to discriminate against such person in compensation or in terms, conditions, or privileges of employment. (Government Code, §12940)
- 2.2 <u>No Discrimination on Account of CSEA Activity:</u> Neither the District nor CSEA shall impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against employees, or otherwise to interfere with, restrain, or coerce employees because of their exercise of rights guaranteed by law. [Government Code §3543.5(a); §3543.6(b)]
- 2.3 Alleged violations of Section 2.1 shall be addressed under Section 17.3 of this contract. Violations of any other section of this contract shall be addressed under Section 17.2 of this contract. Utilization of Section 17.3 shall not abridge employee's rights under state and federal anti-discrimination law.

# **ARTICLE III**

# **ORGANIZATIONAL SECURITY**

- 3.1 Membership and Dues Deduction:
  - 3.1.1 District shall distribute CSEA-supplied membership applications to new hires (but not make any statement suggesting workers must join). District shall provide a jointly-agreed letter to new hires and any employee asking about *Janus v. American Federation of State, County, and Municipal Employees, Council 31, et al.,* 585 US \_ (2018). District shall refer all employee questions about CSEA or dues to the CSEA Labor Relations Representative. CSEA shall defend and indemnify District for any claims arising from its compliance with this clause. This agreement shall satisfy District's duty to bargain effects of *Janus* decision.
  - 3.1.2 The District shall not interfere with the terms of any agreement between CSEA and the District's employees with regard to membership in CSEA, including but not limited to automatic renewal yearly unless the worker drops out during a specified window period. The District need not keep track of this period which shall be tracked by CSEA within its membership database.
  - 3.1.3 CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues.
- 3.2 Dues Deduction:
  - 3.2.1 The employer shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA
  - 3.2.2 The District's managers, supervisors, and confidential employees shall be neutral regarding employees' decisions to belong to an employee organization or participate in its activities. Managers, supervisors, and confidential employees shall not instruct employees on the process to leave CSEA, but instead simply refer any questions to the CSEA Labor Relations Representative.
  - 3.2.3 The employer shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such new or changed request is submitted.
- 3.3 Membership Information:
  - 3.3.1 The District shall take all reasonable steps to safeguard the privacy of CSEA members' personal information, including but not limited

to members Social Security Numbers, personal addresses, personal phone number, personal cellular phone number, and status as a union member.

- 3.4 Hold Harmless Provision:
  - 3.4.1 CSEA shall defend and indemnify District for any claims arising from its compliance with this article for any claims made by the employee for deductions made in reliance on information provided by the employee organization to the employer to cancel or change membership dues authorization. The employer shall be required to promptly notify CSEA of any claims made by employees relating to dues authorization.

# ARTICLE IV EMPLOYEE RIGHTS

#### 4.1 <u>Personnel Files:</u>

- 4.1.1 The personnel file of each employee shall be held confidential and be maintained at the District's Office of Human Resources. Any documentation which is used by the District to take action affecting the status of an employee's continued employment must be in the personnel file. Any documentation kept by an immediate supervisor of any employee that is not in the official personnel file shall not serve as a basis for affecting the status of said employee's continued employment.
- 4.1.2 Documentation that may affect the status of an employee's continued employment shall not be included in the official personnel file unless and until the employee is given notice and an opportunity to review and comment thereon. The employee shall be given reasonable release time during normal working hours and without loss of pay to initial and date the document and to prepare a written response to such within ten (10) business days. The written response shall be attached to the documentation.

An employee shall have the right at any reasonable time, to examine and/or obtain copies of any documentation from their official personnel file. Reasonable release time, without loss of pay, will be provided for this purpose.

4.1.3 All official personnel files shall be kept in confidence and shall be available for inspection only to other employees of the District when actually necessary in the proper administration of the District's affairs or the supervision of the employee. The District shall record the persons (other than persons whose duty it is to maintain the files) who have examined a personnel file, as well as the date such examinations were made. Such records and the employee's official personnel file shall be available for examination by the employee or their CSEA representative, if authorized in writing by the employee. Record of examinations of the official personnel file shall be maintained in the employee's official personnel file.

- 4.1.4 Documentation that may affect the status of an employee's continued employment that is placed in an employee's official personnel file shall be signed and dated by the appropriate parties to signify the date on which such documentation was provided to the employee. Any documentation placed in the official personnel file shall indicate the date of such placement.
- 4.2 <u>Evaluation</u>: Completed evaluations will be placed in the employee's official personnel file after an opportunity for discussion between the employee and the evaluator. Ratings on the evaluation of "improvement needed to meet expected standards" (per Appendix E) in any category shall include specific recommendations for improvement and reasonable provisions for assisting the employee in implementing the recommendations
  - 4.2.1 After completing their probationary period, permanent classified employees shall be evaluated once during the next two (2) years of employment from the date of hire, and thereafter, at least once every two (2) years by the employee's assigned manager. (If this requires the assigned manager to work or observe outside of standard hours of operation, then the manager shall observe during those hours.) The employee will be provided with recommendations for improvement.
  - 4.2.2 If the employee being evaluated disagrees with the evaluation, the employee may include an explanation of those items in dispute within ten (10) business days. Employees may submit a Self-Evaluation to be included in their official personnel file.
  - 4.2.3 Employees are required to sign all formal written evaluations. It is understood that in signing the evaluation form, the employee acknowledges having seen and discussed the evaluation. The employee's signature does not necessarily imply agreement with the conclusions of the assigned manager. If the employee so desires, the employee may include a written statement. Employees are to receive a copy of their evaluations and a copy is to be placed in the employee's official personnel file.
- 4.3 <u>Probationary Period and Permanent Status:</u> Classified employees shall be designated as permanent employees of the District after completing a probationary period. The probationary period shall be six (6) months from the date of hire.

4.3.1 Every probationary employee shall be evaluated by the employee's assigned manager, in writing, during the probationary period as follows:

Evaluations will be placed in the employee's official personnel file after an opportunity for discussion between the employee and the evaluator.

- 4.3.1.1 The first evaluation shall be completed and discussed, with a copy of the evaluation given to the probationary employee, by the end of the third month of the probationary period from date of hire.
- 4.3.1.2 A second evaluation shall be completed and discussed, with a copy of the evaluation given to the probationary employee, by the end of the fifth month of the probationary period from the date of hire.

#### **ARTICLE V**

#### **ORGANIZATIONAL RIGHTS**

- 5.1 <u>CSEA Rights:</u> CSEA shall have the following rights in addition to the rights contained in any other portion of this agreement.
  - 5.1.1 The right to access at reasonable times areas in which employees work. (Government Code §3543.1(b))
  - 5.1.2 The right to use without charge institutional bulletin boards, electronic mail, mailboxes, and the use of the school mail system, and other District means of communication for the posting or transmission of information or notices concerning CSEA. All such postings or mailings will be clearly marked CSEA.
  - 5.1.3 The right to use, on a cost-covering basis, telephone, institutional duplicating equipment and supplies for the purpose of printing information or notices concerning CSEA matters. Normally, CSEA shall use the telephone in the CSEA office.
  - 5.1.4 The right to use without charge institutional facilities at reasonable times for the purpose of meetings to conduct the business of CSEA.
  - 5.1.5 The right to review employees' personnel files (and any other records as specified in Article IV, section 4.1.3, dealing with employees) when and only when accompanied by the employee or on presentation of a written authorization signed by the employee.
  - 5.1.6 The right to be supplied with a complete seniority report of all bargaining unit employees by November 1 and updated lists every six (6) months thereafter, if requested. The roster shall indicate the employee's present classification and primary job site. The Office of Human Resources will notify CSEA Chapter President when a new employee is hired in a position included in the bargaining unit. The notification will include the employee's name, classification, and work location.
  - 5.1.7 The right to receive two (2) copies of any budget or financial material approved by the Board of Trustees.
  - 5.1.8 The right of reasonable release time for employees who are CSEA state officers, state committee members, and chapter officers to conduct necessary CSEA business.

- 5.1.9 The right of reasonable release time for CSEA chapter delegates to attend the CSEA Annual Conference.
- 5.1.10 A parking identification sticker shall be provided, at no cost, to CSEA for its designated CSEA labor relations representative.
- 5.2 <u>Distribution of Contract:</u> Within thirty (30) days after the execution of this contract, the District shall print or duplicate and provide without charge a copy of this contract to every employee in the bargaining unit. Any employee who becomes a member of the bargaining unit, after the execution of this agreement, shall be provided with a copy of this agreement by the District without charge at the time of employment. Each employee in the Bargaining Unit shall be provided by the District, without charge, a copy of any written changes agreed to by the parties of this agreement during the life of this agreement.
- 5.3 <u>Reassigned Time For CSEA Chapter 359 President</u> The San Joaquin Delta College California School Employees Association (CSEA), Chapter 359 President, leader of the bargaining unit for classified employees, shall receive twenty (20) hours per week reassigned time (the equivalent of 0.50 FTE) for conduct of CSEA Chapter 359, Presidential operations this includes all Shared Governance activities.
- 5.4 <u>Release Time Union Activity</u>: At various points throughout this contract, reference is made to release time for individuals. Such references shall be understood to refer to the obligation of the District under Government Code §3543.l(c)) to provide "reasonable periods of release time without loss of compensation when meeting and negotiating and for the processing of grievances."
  - 5.4.1 CSEA shall receive reasonable release time at no expense to CSEA or the employees it represents for meeting and negotiating, and the processing of grievances. Authorizations for release time must be coded on the Classified Monthly Time Report and submitted on an Absence Request Form to the Office of Human Resources within five (5) working days of the release time being used.
  - 5.4.2 CSEA shall receive reasonable release time at no expense to CSEA or the employees it represents for meeting and negotiating, and the processing of grievances. Reasonable release time shall be defined as 300 total hours per year, in addition to the release time allocated for chapter delegates to attend annual conferences as defined in Article V, section 5.1.9, and the release time allocated for Job Representatives as defined in Article VI, section 6.4.3.

- 5.4.3 The Association agrees to indemnify and hold the District harmless from any claims, damages, and causes of action of complaints arising from the operation of this Article. The association further agrees to pay the cost of any legal fees or costs incurred by the district in defense of this provision.
- 5.5 <u>Release Time Service on Governance Groups:</u> CSEA shall have the right to appoint members to serve on committees in accordance with Education Code 70901.2 in addition to classified staff appointed by Classified Senate pursuant to Board Policy 2510.
  - 5.5.1 CSEA members appointed to serve on governance committees shall receive release time for participation on shared governance group committees, including time to prepare for participation on the shared governance committees, at no expense to CSEA or the employee. Authorizations for release time must be obtained in advance from the immediate supervisor.

### **ARTICLE VI**

## JOB REPRESENTATIVE

- 6.1 <u>Purpose:</u> The District recognizes the need and affirms the right of CSEA to designate Job Representatives 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.
- 6.2 <u>Selection of Job Representatives:</u> CSEA shall appoint five (5) Job Representatives who will represent all employees in the bargaining unit. CSEA will notify the District of the names of those persons chosen to be representatives and any change thereto. Nothing contained in this Article shall limit the right to Job Representatives and chapter officers (not to exceed two (2) at one (1) time) in assisting another Job Representative in the processing of a grievance, shall it be requested.
- 6.3 <u>Duties and Responsibilities of Job Representatives</u>: Each job representative shall represent the employees subject to the provisions set forth in Appendix F.
- 6.4 Job Representatives Requirements to District and/or Supervisor:
  - 6.4.1 The Job Representative will obtain permission from the employee's immediate supervisor (if available) to perform the employee's duties as Representative. The Job Representative shall inform the immediate supervisor of the employee's need to leave the employee's work area. Permission to leave will be granted unless such absence would cause an unreasonable interruption of work. Upon entering another work area, the Job Representative shall inform the supervisor that the employee is there on CSEA The Job Representative will be given permission to business. confer with the employee(s) in the new work area unless it would cause an unreasonable interruption of work. If permission is denied, the timelines of the grievance process will be extended by the total number of days permission is denied. When possible, arrangements will be made with both supervisors in advance.
  - 6.4.2 Each Job Representative shall be granted release time with full benefits and pay to perform the employee's duties except as limited above, as outlined in Appendix G.

- 6.4.3 Job Representatives shall be restricted to an average four (4) release hours per calendar month (not to exceed forty-eight (48) hours per year), in which to perform the employee's duties as outlined. The Job Representative shall use the employee's own time to perform any duty requirements that exceed the amount of release time granted in this section.
- 6.5 Each Job Representative shall be expected to use equal amounts of release time and personal time for the proper execution of the employee's duties.

# **ARTICLE VII**

# HOURS AND OVERTIME

- 7.1 <u>Workweek</u>: The workweek shall consist of five (5) consecutive days of eight (8) hours per day and forty (40) hours per week. This Article shall not restrict the extension of regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District, except as provided for in Section 7.9. (Education Code §88026)
  - 7.1.1 Where operational requirements of a department or division require deviations from the workweek defined in Article 7.1., the manager may, with the approval of Human Resources and CSEA, implement an alternate work schedule (see Appendix N). If an alternate work schedule is implemented, any hours in excess of those scheduled for that day will be considered overtime as defined in Section 7.9.
  - 7.1.2 An employee shall not be required to change his/her workweek to include Saturday or Sunday, or both, without his/her written consent. No classified employee shall be assigned to perform services on a Saturday or Sunday if the classified employee objects in writing that the assignment would conflict with his/her religious beliefs or practices. Enactment of this section shall cause no change or disruption in existing work schedules that may already include Saturday or Sunday as regular workdays. (Education Code §88010.5)
- 7.2 <u>Length of Workday:</u> 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, which shall not be less than four (4) hours per day nor for more than five (5) consecutive days per week.
- 7.3 <u>Changes in Work Schedule:</u> Should an employee's work schedule be changed, the supervisor and/or District shall notify CSEA and the employee, in writing, five (5) business days before said change, except that ten (10) business days notice shall be required where the work schedule change is anticipated, or reasonably should be anticipated, by the supervisor sufficiently in advance to allow the additional notice. Should the District contemplate a permanent change in an employee's work schedule, the District shall notify CSEA and the employee, in writing, twenty (20) business days before the proposed change. These notice requirements may be waived with the concurrence of the employee and CSEA. The District retains the sole right to set work schedules.

- 7.3.1 Any change in work schedule within a single classification, within a department, shall be done on the basis of District seniority, with the most senior employee having the first option to accept or decline, and so on down the seniority list until the shift opening is filled. If none of the employees within the classification agrees to work the schedule, the employee with the least District seniority shall be assigned.
- 7.4 <u>Adjustment of Assigned Time</u>: Any part time employee in the bargaining unit who is required to work consistently thirty (30) minutes or more per day in excess of the employee's regular part-time assignment for a period of twenty (20) consecutive working days or more shall have the employee's regular assignment adjusted upward to reflect the longer hours, effective with the next pay period. (Education Code §88036)
- 7.5 <u>Lunch Period</u>: All employees covered by this agreement shall be entitled to an uninterrupted, except in unusual circumstances, lunch period of no longer than one (1) hour, nor less than one-half (1/2) hour, and it shall be taken at or about the midpoint of each work shift.
- 7.6 <u>Rest Periods</u>:
  - 7.6.1 All bargaining unit employees shall be granted rest periods which, insofar as practicable, shall be in the middle of each four (4) hour work period, at the rate of fifteen (15) minutes per four (4) hours worked, or a total of thirty (30) minutes at one (1) time scheduled to the mutual convenience of the employees and Supervisors.

Time from unused rest periods may not be used to lengthen the lunch break or shorten the workday. Also, rest periods may not be applied to any time owed the District that is to be made up. The District shall not owe any compensation to an employee who does not wish to take advantage of the rest periods.

- 7.6.2 Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee.
- 7.7 <u>Rest Facilities:</u> The District shall make available a lunch room or rest area for general staff use.
- 7.8 <u>Voting Time Off:</u> 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.

- 7.9 <u>Overtime</u>: Except as otherwise provided herein, all required overtime hours, as defined in this section, shall be compensated at a rate of pay equal to time and one-half (1-1/2) the regular rate of pay of the employee for all work permitted. Overtime is defined to include any time in increments of not less than fifteen (15) minutes worked in excess of eight (8) hours worked in any one day or on any one shift or in excess of forty (40) hours worked in any calendar week, unless when a flex schedule plan is in operation, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time, except as provided in 7.1.1 above.
  - 7.9.1 All required hours of overtime, as defined in section 7.9, shall be compensated at the overtime rate, or compensatory time off at the overtime rate.
  - 7.9.2 All hours worked on holidays designated by this Agreement shall be compensated at one and one-half (1-1/2) times the regular rate of pay or compensatory time off at the same rate, in addition to normal holiday pay. Notwithstanding any other provision of this agreement, employees assigned to work on the Thanksgiving Day, Christmas Day, or New Year's Day holidays may elect monetary compensation for hours worked on the holiday instead of compensatory time.
  - 7.9.3 All overtime hours worked and paid for by outside businesses or agencies renting facilities shall be made in paid compensation.
  - 7.9.4 Scheduled overtime shall be rotated equally among employees within the department and classification to the extent possible. Reasonable accommodation shall be made for plans of the employee.
- 7.10 An employee in the bargaining unit may request to take either compensatory time off or paid compensation for overtime work. Such request shall be made to the immediate supervisor at the time the overtime is assigned.
- 7.11 <u>Compensatory Time Off</u>: Compensatory time is time off in lieu of paid compensation for hours worked in overtime status.
  - 7.11.1 Compensatory time shall be equal in value to overtime compensation.
  - 7.11.2 Compensatory time off in lieu of paid compensation shall be at the option of the District.
  - 7.11.3 Compensatory time shall be taken at a time mutually acceptable to the employee and the District.

- 7.11.4 Compensatory time earned should not be accumulated beyond 160 hours, without District approval. The District retains the right to require employees to take earned compensatory time in excess of the 160 hours. Compensatory time in excess of 240 hours will be made in paid compensation.
- 7.11.5 The employee, upon separation from the District, shall receive paid compensation at the regular rate of pay, for any compensatory time earned, but not yet taken.
- 7.12 <u>Split Shift Differential Compensation:</u> All employees in the bargaining unit whose assigned shift contains one (1) or more periods of unpaid time whose total exceeds two (2) hours shall be paid a shift differential premium of five percent (5%) above the regular rate of pay for all hours worked. A work schedule that contains a split shift, other than a temporary assignment of less than twenty (20) working days, shall be assigned on the basis of seniority. (Education Code §88183)
- 7.13 <u>Shift Differential Compensation:</u> Employees whose shift extends past, or begins after 12:00 midnight will receive a five percent (5%) premium for all hours worked between 12:00 midnight and 6:00 a.m. A work schedule that extends past or begins after 12:00 midnight, other than a temporary assignment of less than 20 working days, shall be assigned on the basis of seniority. (Education Code §88183)
- 7.14 <u>Minimum Call-in Time</u>: Any employee called in to work at a time when the employee is not scheduled to work shall receive a minimum of three (3) hours pay at the appropriate rate of pay under this agreement. In addition, the employee shall receive one (1) hour pay to compensate for disruption. Compensation does not begin upon notification but upon commencement of work. Compensation for hours worked does not include travel time to the worksite. The employee is responsible only for the work related to the call-in, and shall not be required to perform other non-related tasks.
- 7.15 <u>Right of Refusal:</u> Any employee shall have the right to reject any offer or request for call-back, on-call, or call-in time, unless such request involves an emergency situation so designated by an appropriate District Officer who is a non-bargaining unit supervisor. Any employee shall also have the right to reject any offer or request for overtime unless the overtime has been scheduled three (3) days in advance or involves an emergency situation so designated by an appropriate District Officer who is a non-bargaining unit supervisor. For purposes of this Article, the word "emergency" is defined as a temporary, unforeseen condition, which, without immediate action, would pose a threat to human life or property.

# 7.16 <u>10-Month Academic Year Employees</u>:

- 7.16.1 All "10 month employees" will be placed on one of two calendars, both of which guarantee a minimum number of days.
- 7.16.2 Calendar A: Guarantees 205 minimum days (same start and end dates as faculty)
  - 178 work days (which may include but are not limited to fall inservice, spring classified retreat or staff development), to be scheduled by each manager.
  - 17 paid holidays
  - 12 mandatory vacation days-manager to schedule, with input from the employee.
- 7.16.3 Calendar B: Guarantees 215 minimum days
  - 188 work days, (which may include but are not limited to fall in-service, spring classified retreat or staff development), to be scheduled by each manager.
  - 17 paid holidays
  - 12 mandatory vacation days -manager to schedule, with input from the employee.
- 7.17 <u>Less than twelve (12) month employees</u> may voluntarily be scheduled for additional work days, which would be paid on an hourly basis and would not be considered part of the employee's base pay.
- 7.18 <u>Off-Contract Work:</u> All available off-contract hours of work will be first offered to regular less-than-12-month employees by seniority in that classification, and then to employees who are on the thirty-nine month re-employment list by seniority, as defined in Article XXIV.
- 7.19 <u>Permanent Intermittent Positions:</u>
  - 7.19.1 Permanent intermittent is a status of employment, rather than a separate classification of employee. Permanent intermittent employees are regular classified employees who are not guaranteed any set number of hours, are not assigned a regular schedule, and who may work on an on-call basis.
  - 7.19.2 Permanent intermittent employees may not work more than 50% of the hours that a regular full-time employee in the same classification may work in any fiscal year (July 1-June 30), although they may work up to eight (8) hours on any given day.

7.19.2.1 Except that this eight (8) hour limitation shall not apply to the classifications of Bus Operator and Athletic Trainer. Only these two positions will be eligible for overtime.

- 7.19.3 Permanent intermittent positions shall not replace regular or part-time positions that would otherwise be used to staff the need. The requesting manager must demonstrate a compelling need to fill a position with a permanent intermittent hire due to the nature, time, duration, and schedule of the duties to be performed.
- 7.19.4 Permanent intermittent positions shall be utilized to ensure that temporary positions are not used to fill on-going staffing needs. The use of permanent intermittent positions does not limit a manager's ability to fill a temporary, substitute, or short-term position.
- 7.19.5 Excluding longevity increase, employees designated as permanent intermittent are entitled to all rights and privileges as regular permanent classified employees, which include, but are not limited to seniority, pro-rated sick leave and vacation leave.

## 7.19.6 Assignment Tracking and Notification Procedure:

- 7.19.6.1 Managers and/or designees responsible to contact permanent intermittent employees regarding available work will keep a log of employee contacts. The log will note the date of the contact, date of available work, and initials of the person calling/emailing/texting (i.e. 9/26/2011, left phone message to work 9/30/2011, by rk) and employee's response. See Permanent Intermittent Employee Tracking form, in Appendix M1.
- 7.19.6.2 After three attempts are made and the employee either 1) refuses work three (3) times or 2) does not respond three (3) times, Human Resources will send Letter #1 (Appendix M2) to the employee by certified mail. Letter #1 gives the employee notice that they must contact Human Resources to remain employed. If the employee does not respond to Letter #1 within 15 days, Human Resources will send Letter #2 (Appendix M3) to the employee by certified mail and the employee will be terminated. Letter #2 gives notice to the employee of the date they will be terminated.
- 7.19.6.3 If the employee responds to the Letter #1, they will be allowed three (3) more refusals or unanswered contacts before Human Resources will send Letter #2 to the employee by certified mail.
- 7.19.6.4 If the employee responds to Letter #2 before their termination date, they will be allowed three more refusals or unanswered contacts before Human Resources will send Letter #2 to them again by certified mail and they will be terminated.

#### **ARTICLE VIII**

#### PAY, BENEFITS (EXCEPT HEALTH BENEFITS), AND ALLOWANCES

# 8.1 <u>Pay:</u>

- 8.1.1 <u>Regular Rate of Pay</u>: 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 in Appendix C.
- 8.1.2 <u>Paychecks:</u> All regular paychecks and direct deposits for employees in the bargaining unit shall be accompanied by a voucher itemized to include deductions.
- 8.1.3 <u>Frequency Once Monthly:</u> All employees in the bargaining unit shall be paid once per month, on or before the last working day of the month. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding workday.
  - 8.1.3.1 Annual pay for employees in less than twelve (12) month positions will be based on the number of days assigned. The employee's daily pay rate multiplied by the number of days assigned will equal his/her annual pay, which will be divided into equal monthly installments. Ten (10) month salaries for bargaining unit members employed less than twelve (12) months per year shall be included as part of the Contract under Appendix C, Classified Salary Schedule. If it is necessary for employees in ten (10) month or less than twelve (12) month positions to work outside of their contract dates, they will be paid on an hourly basis at their regular rate of pay
  - 8.1.3.2 Bargaining unit members employed for less than twelve (12) months per year may elect to receive their compensation over a twelve (12) month period. Such payment shall be in accordance with Education Code §88164. This will not increase the total annual amount of compensation received by the employee, only the number of paychecks. Members electing or changing this option may do so once annually and must submit their request to the Office of Human Resources no later than July 15 of each year.
  - 8.1.3.3 Employees working on an hourly basis shall be given a detailed and itemized wage statement. (California Labor Code, §226)

- 8.1.4 <u>Payroll Errors:</u> Any payroll error resulting in insufficient payment for an employee in the bargaining unit shall be corrected and a supplemental check issued, not later than five (5) business days after the discovery of the error. Errors of overpayment will be corrected by adjustment to the next regularly issued check after the error is detected.
- 8.1.5 <u>Special Payments:</u> Any payroll adjustment due an employee in the bargaining unit as a result of working out of class, re-computation of hours, or other reasons other than procedural errors shall be made and included in the next regular paycheck.
- 8.1.6 <u>Special Payments for Out-of-Class Work:</u> When an employee is required to work out of his/her normal assignment, performing duties of a higher classification, for more than five (5) working days within a fifteen (15) calendar-day period, the salary of the employee will be adjusted upward, for such period as he/she is required to work out of classification. Salary placement for the out-of-class period will be consistent with contract section 16.4.1 (Education Code §88010).
  - 8.1.6.1 If employees are required to work in a different classification for a total of twelve (12) months or more in any floating eighteen (18) month period, their position will be reclassified to the new classification, and they will be placed in the position, effective the end of the twelfth month.
  - 8.1.6.2 Changes in classification as a result of 8.1.6.1 above will not result in any change in the number of positions, just in the classification(s) of the existing position(s).
- 8.1.7 <u>Lost Checks:</u> 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 not later than ten (10) business days following the employee's reporting of such loss to the Payroll Department.

## 8.2 <u>Benefits (except Health Benefits)</u>:

- 8.2.1 <u>Exemption From Payment of Enrollment Fees:</u>
  - 8.2.1.1 All classified personnel shall be exempt from any fee including but not limited to tuition, books, supplies, and travel expenses levied by the District relating to courses where attendance is requested by the District.

- 8.2.1.2 Enrollment fees for Delta College classes, except community service classes, shall be paid by the District for classified employees and their dependents as declared to the Internal Revenue Service.
- 8.2.2 <u>Parking Fees:</u> The District will provide upon request a parking permit each academic year to each member of the classified bargaining unit without charge.
- 8.2.3 All classified employees and members of their immediate families shall be provided free tickets to all District sponsored athletic events.

# 8.3 <u>Allowances:</u>

- 8.3.1 <u>Mileage Compensation During Temporary Assignments:</u> Any employee required to work at a work site on temporary assignment which is more than five (5) miles from the employee's normal work site, shall be compensated for the total mileage difference between the employee's normal work site and the employee's temporary work site at the amount established by the District for reimbursement for mileage, according the Travel and Mileage Policy which is attached as Appendix D.
- 8.3.2 <u>Automobile Use:</u> The District agrees to make automobiles available to employees who are required in the course of their duties to travel on District business. In order to protect both the employee and the District in such cases, the employee must submit an approved vehicle request slip to the Transportation Department prior to checking out a vehicle. (See Travel and Mileage Policy, Appendix D.) The District shall make a reasonable effort to meet the vehicle safety specifications as set forth in the California Vehicle Code.

# **ARTICLE IX**

# **EMPLOYEE EXPENSES AND MATERIALS**

- 9.1 <u>Uniforms:</u> The District will furnish not more than four (4) uniforms per year, as needed, to employees in the following classes:
  - 9.1.1 Health Unit Employees
  - 9.1.2 Food Service Personnel
  - 9.1.3 Groundskeepers
  - 9.1.4 Maintenance Personnel

New employees in the above classifications shall be issued five (5) complete uniforms and one (1) jacket. After the first year, employees will be issued the standard number of uniforms as defined above. Groundskeepers, Custodians and Maintenance personnel will be furnished one jacket to be replaced as needed. Replacement of a jacket shall not reduce the number of uniforms issued. These uniforms shall remain the property of the District and must be worn every day. CSEA shall have input as to the selection of the uniforms.

In addition, the District shall furnish the Maintenance Personnel working in the performing arts with the required badges and emblems. These uniforms shall remain the property of the District.

Coveralls will be made available for use by employees on an as-needed basis.

- 9.2 <u>Tools:</u> The District agrees to provide all tools, equipment and supplies reasonably necessary to Bargaining Unit employees for performance of employee's duties.
- 9.3 <u>Physical Examinations:</u> The District agrees to pay the full cost of any medical examination required as a condition of employment or continued employment.

#### ARTICLE X

#### **EMPLOYEE BENEFITS**

#### 10.1 <u>Preamble</u>:

- 10.1.1 California's Valued Trust (CVT) is the current third party administrator, but the District and CSEA may negotiate any change in third party administrators without altering this agreement. Any change in classified employees' level or cost of benefits resulting from a change in providers must be negotiated between the District and CSEA.
- 10.1.2 Within the restrictions of the third-party administrator, CSEA will select the plans and corresponding price structure (composite, single plus one, or single plus two dependents) it wishes to offer its classified employees.
- 10.1.3 Classified employees are required to participate and may not "opt out" of selecting a health benefit plan available through the current third-party administrator.
- 10.1.4 Classified employees are eligible to receive benefits beginning the first of the month following thirty (30) days of employment.
- 10.1.5 Open enrollment for benefits will occur in September of each year of the contract, with benefit changes taking effect on October 1.
- 10.1.6 Definitions:
  - 10.1.6.1 <u>Eligible Dependents</u>: The dependent eligibility criteria for the various portions of the benefit plans described herein are established by law, by the third-party benefit administrator, currently CVT, and by the service provider, i.e., Blue Cross, Kaiser, VSP, Delta Dental, etc.
  - 10.1.6.2 <u>Age of Medicare Eligibility:</u> The age at which an employee becomes eligible to receive Medicare benefits, as determined by date of birth.

#### 10.2 <u>Active Classified Employees</u>:

10.2.1 <u>Eligibility for Active Classified Employees</u>: The District shall provide a choice of health benefit plans to all classified employees employed for not less than sixty-five percent (65%) of the hours per week constituting a full-time assignment, and their eligible dependents. Benefits will include:

- 10.2.1.1 Health Insurance and Prescription Drug Coverage via a choice of one or more Preferred Provider Option (PPO) with a Drug Plan, or Health Maintenance Organization (HMO) options which includes drug plans or coverage.
- 10.2.1.2 Dental Insurance
- 10.2.1.3 Life Insurance
- 10.2.1.4 Vision Care Plan
- 10.2.1.5 Long-term Disability Plan
- 10.2.1.6 Employee Assistance Program
- 10.2.2 New eligible members receive benefits beginning the first of the month following thirty (30) days of continuous employment.
- 10.2.3 Benefits for Active Classified Employees:
  - 10.2.3.1 Effective October 1, 2024, each benefit eligible employee shall receive an employer healthcare contribution of twentynine thousand, five-hundred thirty dollars (\$29,530.00) for health, vision, and dental benefits. Beginning October 1, 2024, the employer healthcare contribution shall be calculated using the CVT composite rate structure for the combined cost of the vision, basic incentive dental with prosthodontic rider, and Kaiser 7 or Blue Cross 10D medical plan whichever is more expensive. The annual employer healthcare contribution will be equal to the calculation stated above; however, the contribution shall not exceed 5% over the employer's prior year's contribution.
  - 10.2.3.2 Each active benefit eligible employee shall select a plan and the level of coverage, and the District shall contribute towards the cost of the selected plan up to the amount of the employer healthcare contribution.
  - 10.2.3.3 If the cost of the selected plan(s) is greater than the employer healthcare contribution, the classified employee must pay the difference each month through a payroll deduction.
  - 10.2.3.4 The annual employer healthcare contribution defined above, is equal to twelve (12) times the monthly contribution. The corresponding payroll deductions for these benefits will be divided and distributed by the number of months the classified employee works, although the benefits will be

received each of the twelve (12) months of the benefit year.

- 10.2.3.5 Effective October 1, 2007, benefits paid by the classified employee and/or the District will be for the current month, on a pay-as-you-go basis.
- 10.2.4 Classified employees may individually elect to pay for such benefit costs on a pre-tax basis via payroll deductions through the District's Section 125 Premium Only Plan. Payroll deductions will be made from the classified employee's salary upon written request by the classified employee.
  - 10.2.4.1 Part-time classified employees (both probationary and permanent) not eligible for district-paid benefits may elect to purchase the health benefits identified in 10.2.1 at the employee's expense, provided such purchase is acceptable to the respective carrier.
  - 10.2.4.2 All requirements for changes in plans, deadlines for payment, and plan coverage will be provided to current and future employees who retire at least thirty (30) days prior to the effective dates.
  - 10.2.4.3 Medical Examinations and Tests: All medical examinations and tests for current classified employees requested by the District shall be paid for by the District.
- 10.3 <u>Continuation of Benefits Upon Retirement for Current Classified Employees:</u> The District agrees the contract language for both Group I and Group II shall include continuing medical benefits upon retirement as defined Groups I and II for active employees who retire from the District and their eligible dependents. Dependent shall be defined as spouse or domestic partner, dependent natural or adopted child, stepchild, child of domestic partner and/or legal guardianship of minor child. Over age dependents (26 years of age and older) must meet the eligibility requirements and age limits of the current third-party administrator and plan providers. Verification of dependency will be required. (i.e.: marriage license, domestic partnership certification, birth certificate, etc.).
  - 10.3.1 <u>Group I:</u>
    - 10.3.1.1 <u>Hire Dates and Service Criteria</u>: Group I includes classified employees who were employed prior to November 23, 1987 and have twenty (20) years of continuous district service immediately preceding their retirement under California Employees' Retirement System (CalPERS). A year of service will be that period determined by CalPERS as constituting a year.

10.3.1.2 <u>Benefits Upon Retirement:</u> Group I classified employees are eligible for continuing medical benefits (including prescription drug plan), dental, life insurance, vision, and Employee Assistance Program coverage after their retirement from the District. These classified employees may continue to be employed by the district until they choose to retire. Upon retirement, the level of medical benefits during retirement shall be the same as if they retired on September 30, 2006, and the cost of premiums shall be borne by the district.

#### 10.3.2 <u>Group II</u>:

- 10.3.2.1 <u>Hire dates and Service Criteria:</u> Group II includes active classified employees who do not meet the eligibility criteria of Group I, and who were continuously employed by the District prior to June 30, 2007.
- 10.3.2.2 Current classified employees hired between November 24, 1987 and June 30, 2007 must have twenty-two (22) years of continuous district service immediately preceding their retirement under CalPERS to be eligible to receive medical benefits upon retirement. A year of service will be that period determined by CalPERS as constituting a year.

## 10.3.2.3 Benefits upon retirement: Group II:

10.3.2.3.1 Upon Retirement, Classified employees who meet the Group II eligibility criteria are eligible for continuing retiree medical (including prescription drug plan), retiree dental, retiree life insurance, retiree vision, and Employee Assistance Program coverage. Retirees shall select from the medical plans that are available to active employees.

> Group II retirees will continue to receive the same annual employer healthcare contribution as a current active employee allocated on a monthly basis. If the cost of the medical dental and vision plans selected by the retiree is greater than the monthly employer healthcare contribution, the retiree is responsible for any additional cost of the plan on a monthly basis.

- 10.3.2.3.2 Retired employees in Group II who have reached the age of Medicare eligibility are required to enroll in Medicare. Retirees shall select a plan from the benefit plans that are available to the active employees, with the exception of plans that are no longer available once Medicare is primary. The plan selected shall be secondary payor to Medicare. The total level of benefits provided to any retiree by the District in Group II will not exceed the level of benefits provided to an active employee.
- 10.3.2.3.3 If the cost of the plan selected is less than the annual employer healthcare contribution, the amount of the difference shall be applied to a fund designated for retiree medical benefits.

## 10.3.3 <u>Group III:</u>

- 10.3.3.1 <u>Hire dates and service criteria:</u> Group III includes active classified employees who do not meet the eligibility criteria of Group I or II, and who began their continuous employment with the District after June 30, 2007.
- 10.3.3.2 <u>Benefits upon retirement</u>: Group III classified employees who begin their continuous employment in a benefited position with the District after June 30, 2007, will be eligible for active classified employee health benefits during their employment, but will not be eligible for District paid benefits upon retirement.
- 10.3.3.3 Upon completion of five (5) years of service to the District, any employee retiring under CalPERS will have the option to purchase self-paid, retiree benefits, at District cost all or any portion(s) of the health benefits described in Article X, being offered by the District to active employees, provided such purchase is acceptable to the third-party administrator and the respective carrier.
- 10.3.3.4 Current and future classified employees who retire after June 30, 2007, and who are either eligible to be covered by Medicare or who are not eligible for continuing health benefits upon retirement, will have access to self-paid retiree plans available, with the exception of plans that are no longer available once Medicare is primary. The plan selected shall be secondary payor to Medicare. The continuation of

these benefits may be for themselves and their eligible dependents. The cost for this coverage will be borne exclusively by the retired classified employee (or their dependents if COBRA coverage is elected as described in Appendix H).

- 10.4 <u>Duration of Benefits:</u> The benefits provided in this Article shall remain in effect without interruption during the term of this Agreement.
  - 10.4.1 If a classified employee desires insurance coverage to continue during periods of unpaid leaves of absence from the District the classified employee may pay the premiums on insurance benefits monthly in advance or elect coverage pursuant to COBRA. Unpaid leaves are to be considered an interruption -not a break in service.
  - 10.4.2 COBRA continued health plan coverage would be provided in accordance with the provisions listed in Appendix H.
- 10.5 <u>Surviving Spouses:</u>
  - 10.5.1 <u>Active Employees:</u> Should a classified employee die while under contract to the District, the surviving spouse shall be entitled to continued coverage under the benefits described in this Article, provided that the surviving spouse notifies the District and the third-party administrator of their election to continue coverage within a thirty (30) day period after the death of the classified employee. Costs will be borne by the surviving spouse and payment made directly to the third-party administrator.
  - 10.5.2 <u>Retired Employees:</u> The employment benefits as detailed in this Article will be offered to the surviving spouses of retired classified employees (who were qualified for the continuation of such benefits upon retirement) at the same rate and cost as is charged to the District. The surviving spouse must notify the District of his/her election to continue the coverage within a thirty (30) day period after the death of the retired classified employee. The District will not contribute an employer healthcare contribution for the coverage of surviving spouses.

# ARTICLE XI

# HOLIDAYS

- 11.1 <u>Scheduled Holidays:</u> The District agrees to provide all employees in the Bargaining Unit with the following paid holidays during the term of this Agreement:
  - 11.1.1 New Year's Day (January 1)
  - 11.1.2 Martin Luther King, Jr. Day
  - 11.1.3 Lunar New Year (The date corresponding with the second new moon following the winter solstice, or the third new moon following the winter solstice should an intercalary month intervene.
  - 11.1.4 Lincoln Day
  - 11.1.5 Washington Day -- Third Monday in February
  - 11.1.6 Cesar Chavez Day (March 31)
  - 11.1.7 Spring Vacation Day -- Friday of Spring Recess Week
  - 11.1.8 Memorial Day -- Last Monday in May
  - 11.1.9 Juneteenth (June 19)
  - 11.1.10 Independence Day (July 4)
  - 11.1.11 Labor Day -- First Monday in September
  - 11.1.12 Native American Day Fourth Friday in September
  - 11.1.13 Veteran's Day (November 11)
  - 11.1.14 Thanksgiving Day -- Thursday proclaimed by the President (Generally the fourth Thursday in November)
  - 11.1.15 Friday following Thanksgiving Day
  - 11.1.16 Christmas Eve (December 24)
  - 11.1.17 Christmas Day (December 25)
  - 11.1.18 Day after Christmas (December 26)
  - 11.1.19 Day before New Year's Day (December 31)
- 11.2 <u>Additional Holidays:</u> Every day declared by the President or Governor of this state as a public fast, mourning, thanksgiving, or holiday, which is a paid holiday for state or federal employees shall be a paid holiday for all employees in the bargaining unit. Any day declared a holiday by the Governing Board under Education Code, §79021 or §79022, shall be a paid holiday for all employees in the bargaining unit.
- 11.3 Holidays on Saturday, Sunday, or Other Days Off:
  - 11.3.1 When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. When a holiday falls on Sunday, the following workday not a holiday shall be deemed to be that holiday. Except in the summer months of June and July CSEA will follow the approved Board of Trustees Academic calendar.

- 11.3.2 The operation of this section shall not cause any employee to lose any of the holidays clearly indicated in this Article nor gain any additional holidays not indicated in this Article.
- 11.3.3 When a holiday falls on an employee's regular day off other than Saturday or Sunday the employee shall be provided a holiday on the work day either previous or subsequent to the holiday. The substitute holiday shall be determined by agreement between the employee and his or her supervisor. If the employee and supervisor are unable to agree on a substitute holiday, the determination shall be made by the Vice President of Human Resources and Risk Management.
- 11.4 <u>Holiday Eligibility:</u> Except as otherwise provided in this Article, an employee must be in paid status on the working day immediately preceding and succeeding the holiday to be paid for the holiday.
- 11.5 <u>Number of Holidays:</u> In any one (1) year, the number of holidays shall always equal the number of days set forth in Section 11.1 (i.e., there shall always be nineteen (19) paid holidays regardless of any fluctuations of the calendar from year to year).
- 11.6 Employees in less than twelve (12) month positions who work during the summer, outside of their contract period, shall receive holiday pay for holidays that occur during the period they work.
- 11.7 All holidays are eight (8) hours of regular pay for full-time employees, with parttime employees paid on a prorated basis. Employees working an alternative work schedule may use compensatory leave or vacation time to offset the eight (8) hours of holiday pay when holidays occur on scheduled work days which consist of more than eight (8) hours. Employees working an alternate work schedule who do or do not have compensatory leave/vacation hours available for offsetting may revert to a standard eight (8) hour day/forty (40) hour work week during the week in which the holiday falls.

#### **ARTICLE XII**

# VACATION PLAN

- 12.1 <u>Eligibility:</u> 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 June 30.
- 12.2 <u>Vacation</u>: No vacation shall be granted during the first six (6) months of employment; however, on successful completion thereof, vacation time shall be allowed for time of service including the probationary period. Under certain circumstances and only for the convenience of the department, a vacation may be granted an employee during the probationary period. In the event said employee leaves the service of the District before completing the probationary period, the amount of money paid during the unearned vacation shall be deducted from the final check.
  - 12.2.1 Full-time employees who are employed for twelve (12) months in any fiscal year shall be entitled to 120 hours vacation with full pay. Vacation is computed at ten (10) hours for each calendar month of service in which more than one-half (1/2) of the month's normal working hours (87) have been in paid status. Individuals employed for less than eight (8) hours per day or forty (40) hours per week on a twelve (12) month basis or for less than a full fiscal year shall be entitled to a proportionate number of vacation hours.
    - 12.2.1.1 Less than twelve (12) month employees who work outside of their contract period, shall accrue additional vacation leave for the additional period worked at the rate specified in 12.2.1.
    - 12.2.1.2 Less than twelve (12) month employees may use accumulated vacation days at any time during the year (subject to approval provisions of the contract), including periods of time outside their work schedule (i.e., summer), provided they are not already working hourly during the requested vacation time.
  - 12.2.2 After an employee has served in the District for ten (10) consecutive years, he/she shall be entitled to 160 hours vacation per year with full pay, which shall accumulate at the rate of 13.34 hours for each calendar month in which more than one-half (1/2) of the month's normal working hours eighty seven (87) have been in paid status. Individuals employed for less than eight (8) hours per day or forty (40) hours per week on a twelve (12) month basis or for less than a full fiscal year shall be entitled to a proportionate number of vacation hours.

- 12.2.3 Vacation shall not be taken by an employee before it has been earned by service to the District. Exceptions may be granted at the convenience of the department or division head upon the approval of the Vice President of Human Resources and Risk Management
- 12.2.4 Requests for vacation from classified employees shall be submitted for approval to the immediate supervisor two (2) weeks prior to the requested vacation, except when used for personal necessity leave as provided in Section 13.11.1.15. The immediate supervisor shall have five (5) business days to respond to the vacation request.
- 12.2.5 If the District intends to close for Winter Recess, ninety (90) days' notice shall be given to CSEA and the San Joaquin Delta Chapter 359. Employees shall have the option of taking compensatory time, leave without pay, or vacation during this time.
- 12.2.6 A classified employee who resigns, retires, is dismissed, or whose position is terminated, and who had earned vacation time credit, shall be paid at the regular rate for such vacation at the time earned upon such resignation, retirement, dismissal or termination. Cash payment for accumulated vacation shall be paid at the employee's current salary rate. An employee who resigns, retires, is dismissed or terminated, and who has taken unearned vacation shall have that amount deducted from the final paycheck

## 12.3 <u>Vacation Accumulation Limits:</u>

- 12.3.1 Employees Hired After July 1, 2005: Employees hired after July 1, 2005 may accumulate a maximum of 320 vacation hours. The Office of Human Resources shall monitor vacation balances and notify the employee, in writing, once the employee has accumulated 240 hours. When an employee has accumulated 240 hours of vacation time, he/she shall work with the Vice President of Human Resources and Risk Management and the employee's immediate supervisor to develop a vacation balance reduction plan to ensure that the employee does not accumulate more than 320 hours. If the employee has not been permitted to take the requested vacation time, any vacation time in excess of 320 hours shall be paid in cash.
- 12.3.2 <u>Employees Hired Prior to July 1, 2005</u>: Employees hired prior to July 1, 2005 who have accumulated in excess of 320 hours of vacation time will have three years from the date of the execution of this Agreement to bring their accumulated vacation balance, including additional vacation earned over the three year period, to 320 hours or less. The employee may elect as part of this three year reduction period, once every fiscal year, to receive monetary compensation in

lieu of using accrued vacation. The number of hours to be sold back may not be greater than one-half (1/2) of the employee's accumulated balance. Once the employee's accumulated vacation balance has been reduced to 320 hours or below, the provisions of section 12.3.1 will apply.

- 12.4 <u>Vacation Pay:</u> Pay for vacation hours for all bargaining unit employees shall be the same as that which the employee would have received had the employee been in a working status.
- 12.5 Vacation Postponement:
  - 12.5.1 If an employee's vacation becomes due during a period when the employee is on leave due to illness or injury, the employee may request a change of vacation date and the district shall grant such request in accordance with vacation dates available at that time.
  - 12.5.2 If for any reason a bargaining unit employee does not take all or any part of his/her annual vacation, the amount not taken shall be accumulated for use in the following year, subject to the limitations in section 12.3 of this Article.
  - 12.5.3 When a holiday falls during the scheduled vacation of any bargaining unit employee, such employee shall be granted an additional day's vacation and pay for each holiday falling within that period.

# 12.6 Vacation Scheduling:

- 12.6.1 Vacation shall be scheduled at times requested by employees, as far as possible, within the District's work requirements. Earned but unused vacation days may be taken for urgent, unforeseen circumstances upon approval by the appropriate administrator or the Vice President of Human Resources and Risk Management.
- 12.6.2 If there is any conflict between employees who are working on the same or similar operations as to when vacation shall be taken, the most senior employee shall be given preference.
- 12.7 <u>Interruption of Vacation:</u> An employee in the bargaining unit shall be permitted to interrupt or terminate vacation in order to begin another type of paid leave provided by this Agreement without a return to active service, provided the employee supplies notice and supporting information regarding the basis for such interruption or termination

# ARTICLE XIII LEAVES

- 13.1 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 time-off shall equal the time served with an allowance for reasonable travel time. The employee shall deposit with the Cashier, checks received from the judicial system. Any meal, mileage, or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty.
- 13.2 <u>Military Leave</u>: 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.
- 13.3 For the purposes of this Article, "Members of the immediate family" means the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse or domestic partner of the employee, and the spouse or domestic partner, son, son-in-law, daughter, daughter- in-law, brother or sister of the employee, spouse or domestic partner, stepmother, stepfather, stepchildren or any relative living in the immediate household of the employee (Education Code §88194)
  - 13.3.1 For purposes of Section 13.10, Personal Necessity Leave and Section 13.13, Bereavement Leave only, the term "spouse" shall be defined to include Domestic Partnership registered with the State of California or other state recognizing Domestic Partnerships.
  - 13.3.2 The District agrees to comply with the provisions of the Domestic Partner Rights and Responsibilities Act. A Domestic Partner shall be defined as stated in Family Code §297 & §297.5. The District agrees to comply with any expansion of benefits to members provided by the third party administrator, currently California's Valued Trust (CVT).

### 13.4 Leave for Illness or Injury:

- 13.4.1 A classified employee employed forty (40) hours a week is entitled to eight (8) hours of sick leave for each month of employment during the college year for illness or injury, without loss of pay, cumulative indefinitely. (Education Code §88191)
  - 13.4.1.1 An employee must be in paid status for more than one-half (1/2) of the month's normal working hours in order to qualify for sick leave credit for that month.
- 13.4.2 A classified employee employed less than forty (40) hours per week shall be entitled to that proportionate amount of sick leave as the number

of hours he/she is employed per week bears to forty (40). Sick leave for all part-time employees will be computed and charged on an hourly basis. When such person is employed for less than a full fiscal year of service, this and the preceding paragraph shall determine that proportion of sick leave to which the employee is entitled. (Education Code §88191)

- 13.4.3 Sick leave entitlement for any current year is based on the length of service, and a person who serves only a portion of the year shall be entitled only to the proportionate amount of sick leave earned. Any person who terminates their employment during the year and who has been absent because of illness or injury for a longer period of time than the employee would be entitled to because of length of service, shall have the amount of the overpayment deducted from the employees' last paycheck.
- 13.4.4 Except for new employees of the District, credit for sick leave for any current year need not be earned prior to taking such leave, and such leave may be taken at any time during the year. New employees of the District shall not be eligible to take more than six (6) days, or the proportionate amount to which the employee may be entitled under this section, until the first day of the calendar month after completion of six months of active service with the District. (Education Code §88191)
- 13.4.5 Less than twelve (12) month employees may take sick leave at any time during the year, including off-contract periods (i.e., summer), provided they are scheduled to work.
- 13.4.6 Employees are permitted to use sick leave for physical examinations, illness, injury, or medical conditions. The employee may also use his/her sick leave to attend to family members as defined in Section 13.3.
- 13.4.7 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.
- 13.4.8 Absences to secure health services will be charged to sick leave on an hourly basis. Non-emergency absences must have prior approval of the appropriate administrator or department head.
- 13.4.9 A statement from a qualified physician verifying the employee's absence due to illness or injury may be required by the Office of Human Resources on the third (3rd) consecutive day of absence or longer, except when the employee has exhausted all earned sick leave, then a verifying statement may be required at any time.

- 13.4.10 Any sick leave benefits earned but unused on the date of termination for any cause shall not be paid to the employee in cash. It is possible that unused sick leave may be applied to retirement credit in accord with applicable law.
- 13.4.11 Any employee who has accrued a minimum of 800 hours of sick leave on June 30 of any year, will be entitled to eight (8) additional hours vacation leave to be added to accrued vacation leave on July 1.
- 13.5 <u>Supplemental Sick Leave:</u> When a permanent employee is absent from duty on account of illness or accident for a period of five (5) months or less, whether or not the absence arises out of or in the course of employment, the employee shall be credited with sufficient additional sick leave which, when added to regular earned sick leave, shall not be less than 100 working days. Such additional sick leave shall be exclusive of any other paid leave and will be compensated at not less than fifty percent (50%) of the employee's regular salary. The five-month period shall commence on the first (1st) day of illness or accident for classified employees. (Education Code §88191 §88196)
  - 13.5.1 Total full pay and supplemental sick leave shall not exceed 100 working days in any one fiscal year or for any one illness. Employees who are on supplemental sick leave basis shall not be entitled to the sick leave, holiday, or vacation benefits granted permanent employees.
- 13.6 <u>Catastrophic Illness and Injury:</u> Catastrophic illness or injury is defined to mean an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which requires the employee to take time off from work for an extended period of time to care for that family member. (Education Code §87045)

When due to a catastrophic illness or injury an employee has exhausted all paid leaves (regular sick leave, accumulated compensatory time, vacation, or other available paid leave), he/she may make a request for donated sick leave through the Office of Human Resources. The Office of Human Resources will issue a notice of the request through electronic mail and establish a reasonable deadline for donations. Employees may donate sick leave by providing notice to the Office of Human Resources.

13.6.1 Donated sick leave shall be converted for utilization on an hourly basis, meaning the recipient shall be paid at his/her regular rate of pay. Donations shall be distributed by chronological date of donation. Donated sick leave not utilized by the recipient prior to return to service shall be returned to the donor.

- 13.6.2 Employees may donate eligible leave credits. Eligible leave credits mean sick leave and vacation leave accrued by the donating employee.
- 13.7 Leaves of absence shall be granted to eligible employees in accordance with governing Federal and State laws. Leaves may include but are not limited to Family and Medical, Pregnancy Disability, Military, Jury/Witness, Bereavement, and other applicable leaves (see Appendix J). Mandated leaves will run concurrently where allowed. Use of accrued sick leave will be required where permissible. The District shall continue to provide health benefits for covered employees as mandated by State and Federal leave regulations.
- 13.8 <u>Leaves of Absence for Industrial Accident and Illness</u>: All permanent classified employees shall be eligible for the benefits provided by Education Code §88192, as follows:
  - 13.8.1 Allowable leave shall be for sixty (60) working days in any one (1) fiscal year for the same accident or illness.
  - 13.8.2 Allowable leave shall not be accumulated from year to year.
  - 13.8.3 Industrial accident or illness leave of absences will commence on the first day of absence.
  - 13.8.4 Payment for wages lost on any day shall not, when added to an award granted the employee under the workers' compensation laws of this state, exceed the normal wage for the day.
  - 13.8.5 Industrial accident leave shall be reduced by one day for each day of authorized absence regardless of a compensation award made under workers' compensation.
  - 13.8.6 When an Industrial accident or illness occurs at a time when the full 60 days will overlap into the next 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 for the same illness or injury.
  - 13.8.7 The industrial accident or illness leave of absence is to be used in lieu of entitlement acquired under Education Code §88191. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used, but if an employee is receiving worker's compensation, the employee shall be entitled to use only so much of their accumulated or available sick leave, accumulated compensatory time, vacation or other available leave

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

- 13.8.8 The Board of Trustees may provide for additional leave of absence, paid or unpaid, as it deems appropriate.
- 13.8.9 Periods of approved leaves of absence, paid or unpaid, shall not be considered to be a break in service of the employee.
- 13.8.10 During all fully paid leaves of absence, whether industrial accident leave, sick leave, vacation, compensatory time off or other available leave provided by law or the action of a governing board, the employee shall endorse to the District wage loss benefit checks received under the worker's compensation laws of this state. The District, in tum, shall issue the employee appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions.
- 13.8.11 When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of their position, the employee shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months. When available during the thirty-nine (39) month period, the employee shall be employed in a vacant position in the classification of the previous assignment over all other candidates except for candidates on the list established because of a lack of work or lack of funds, in which case the employee shall be listed in accordance with appropriate seniority regulations.
- 13.8.12 An employee who has been placed on a reemployment list, as provided above, who has been medically released for return to duty will be offered an assignment to a vacant position for which the employee is qualified in the same classification or in a classification of an equal or lower salary range in\_which the employee has passed a probationary period. If the employee accepts the assignment to the lower classification the employee shall remain on the reemployment list for an additional twenty-four (24) months. The employee shall be offered placement in their prior classification when a vacant position becomes available until the total time expires on the list not to exceed sixty-three (63) months. If an employee shall be dismissed.

13.9 <u>Break in Service:</u> No absence under any paid leave provisions of this Article shall be considered as a break in service for any employee who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence.

#### 13.10 <u>Personal Necessity Leave:</u>

- 13.10.1 An employee may use, at the employee's election, not more than seven (7) days of accumulated sick leave benefits in a fiscal school year in the following cases of personal necessity. The employee requiring a leave under this section shall verify by a signed statement that a leave has been taken for one of the reasons listed as permissible under this section. Whenever possible, advance notification of any personal necessity leave under this section shall be given, except in the case of section 13.10.1.1 and 13.10.1.2.
  - 13.10.1.1 Death of a member of the employee's immediate family when additional leave is required beyond that provided in Section 13.13 of this contract.
  - 13.10.1.2 Accident, involving the employee's person or property, or the person or property of a member of the employee's immediate family, as defined in Section 13.3 of this contract.
  - 13.10.1.3 Judicial Leave for any necessary court or agency appearance, except as a party or subpoenaed witness in an action against the District, consistent with Education Code §88207.
  - 13.10.1.4 Death of a member of the family not considered as immediate family, i.e., aunt, uncle, brother-in-law or sister- in-law.
  - 13.10.1.5 When employee's attendance is required for adoption proceedings.
  - 13.10.1.6 To take any advance educational degree examination.
  - 13.10.1.7 To get married.
  - 13.10.1.8 To attend marriage of son or daughter.
  - 13.10.1.9 To attend high school or college graduation for self, spouse, domestic partner, son, or daughter.

- 13.10.1.10 When ordered to appear before a local, state or federal agency.
- 13.10.1.11 To transact personal business before a local, state or federal agency.
- 13.10.1.12 In a situation which makes it impossible for an employee to get to the work location due to a natural disaster as declared by the Superintendent/President, the Governor of California or the President of the United States, the employee may use up to three (3) days personal necessity leave for this purpose.
- 13.10.1.13 Two (2) days per year, of the existing allowed days for compelling personal importance may be used for personal necessity as determined by the employee.
- 13.10.1.14 After all sick leave or personal necessity leave is exhausted, an employee may use accumulated vacation leave for personal necessity as provided in this section.
- 13.11 <u>Additional Leave for Non-Industrial Illness or Injury</u>: A permanent employee of the classified service who has exhausted all entitlement to sick leave, vacation, compensatory time, or other available paid leave and who is absent because of non-industrial accident or illness may be granted additional leave, paid or unpaid, not to exceed six (6) months. The Board may renew the leave of absence, paid or unpaid, for two (2) additional six-month periods or such lesser leave periods that it may provide, but not to exceed a total of eighteen (18) months.
  - 13.11.1 An employee, upon ability to resume the duties of a position within the class to which the employee was assigned, may do so at any time during the leave of absence granted under this section and time lost shall not be considered a break in service. The employee shall be restored to a position with all the rights, benefits and responsibilities of a permanent employee. If at the conclusion of all leaves of absence, paid or unpaid, the employee is still unable to assume the duties of his/her position, the employee shall be placed on a reemployment list for a period of thirty-nine (39) months.
  - 13.11.2 At any time, during the prescribed thirty-nine (39) months the employee is able to assume the duties of the employee's position, he/she shall be reemployed in the first vacancy in the classification of his/her previous assignment. The employee's reemployment will take preference over all other applicants except for those laid off for lack of work or funds under Education Code §88117, in which case the employee shall be ranked according to the employee's proper seniority.

Upon resumption of the employee's duties, the break in service shall be disregarded and the employee shall be fully restored as a permanent employee. (Education Code §88195)

- 13.12 <u>General Leaves:</u> When no other leaves are available, a leave of absence may be granted to an employee on an unpaid basis at any time upon any terms acceptable to the employee, the supervisor, and the Vice President of Human Resources and Risk Management.
  - 13.12.1 If the employee is dissatisfied with the supervisor's and Vice President's decision, an appeal may be filed with the Superintendent/President within five (5) business days of notice of the manager's decision. The Superintendent/President shall respond in writing to the employee and the supervisor within five (5) business days of receipt of the appeal.
  - 13.12.2 If the employee is dissatisfied with the Superintendent/President's decision, the employee may file, within five (5) business days of the written decision of the Superintendent/President, a request for review by the Board of Trustees and a written response to the Superintendent/President's decision.
  - 13.12.3 Within five (5) business days of receipt of the written response of the employee, the Superintendent/President may submit a written rebuttal for review by the Board. Within five (5) business days of receipt of the Superintendent/President's rebuttal, if any, the employee may submit a rebuttal for review by the Board.
  - 13.12.4 <u>The Board will review:</u>
    - (a) the Superintendent/President's written decision including the reasons for the decision,
    - (b) the employee's written response to the Superintendent/President's decision,
    - (c) the Superintendent/President's written rebuttal to the employee's response,
    - (d) the employee's written rebuttal to the rebuttal of the Superintendent/President.

The Board will not receive any additional information regarding rendering their decision on the leave request, except as the Board may request. After reviewing all material presented, the Board may accept, reject, or modify the Superintendent/President's decision. This decision shall be made by the Board of Trustees in a timely manner. The decision of the Board shall be final.

- 13.13 <u>Leave for Death in the Immediate Family (Bereavement)</u>: Classified personnel are entitled to be absent up to three (3) days (up to five (5) days if one-way travel of 300 miles or more is required) for the death of any member of the employee's immediate family as defined in section 13.3. No deduction shall be made from the salary of such employee on account of such leave of absence.
- 13.14 <u>Absence Due to Quarantine</u>: Classified employees shall receive salary in full when temporarily quarantined by city or county health officials. (Education Code §87765)

#### ARTICLE XIV

#### **PROFESSIONAL GROWTH AND DEVELOPMENT**

- 14.1 <u>Professional Growth and Development Program:</u> Effective July 1, 2019, the District shall promote a Professional Growth and Development program. The program shall include funding opportunities for professional growth and development for eligible CSEA bargaining unit members in accordance with the provisions of this Article.
  - 14.1.1 <u>Professional Growth and Development Committee</u>: The Professional Growth and Development Committee (PGDC) shall be comprised of two managers, three CSEA representatives, and a representative from Human Resources. The purpose of this committee is to review the requests for Professional Development funding and/or an alternate work schedule.
  - 14.1.2 <u>Eligibility:</u> Permanent bargaining unit members assigned 0.5FTE or greater shall be eligible to apply for and participate in approved professional growth and development opportunities designed to improve performance and to provide training to gain new skills and abilities related to their current assignment, to broaden their opportunity for promotion, or absorption into other classifications.

#### 14.2 <u>Procedures for Application and Award of Funds/Alternate Work Schedule:</u>

- 14.2.1 Eligible bargaining unit members shall complete the Request for Professional Growth and Development Form (Appendix L), to receive Professional Growth and Development funds and/or to participate in professional growth and development activities requiring an alternate work schedule. Documentation must be submitted with the Request Form verifying costs associated with the professional growth activity.
- 14.2.2 The completed form must be reviewed and completed within 5 working days by the immediate supervisor of the eligible bargaining unit member making the request prior to submission to the PGDC.
- 14.2.3 The PGDC shall meet within 10 working days after receiving the PGD Form to review requests to ensure the eligibility criteria are met and also to consider the supervisor's feedback.
- 14.2.4 The PGDC shall make awards of professional growth and development funds on a first come/first served basis until the Professional Growth and Development Fund is depleted.

- 14.2.5 Approved Awards will be processed within 15 working days.
- 14.2.6 Employees shall submit receipts, with a completed Travel Claim form upon completion of the professional development activity funded by the Professional Growth and Development Funds. Failure to submit receipts may result in the employee reimbursing the Professional Growth and Development Fund.
- 14.2.7 The maximum amount to be awarded during the term of the program is \$37,500.00; the maximum amount that shall be awarded to an individual employee for the term of the program shall be \$3,000.
- 14.3 Funds not allocated by PGDC shall be added to the following Fiscal year allotment.
  - 14.3.1 A tracking report will be provided quarterly.
- 14.4 The District shall provide District-paid enrollment fees at San Joaquin Delta Community College for classes taken by bargaining unit members.
- 14.5 Educational Incentive:
  - 14.5.1 Effective Fall 2024, bargaining unit members who possess or thereafter obtain an Associate, Bachelor, or Master's Degree shall receive an annual stipend in the amount of two hundred dollars (\$200.00) for an Associate degree and four hundred dollars (\$400.00) for a Bachelor's degree and six hundred dollars (\$600.00) for a Master's degree provided that the degree is not a minimum requirement for the position and that the degree is from an accredited institution.
  - 14.5.2 Documentation must consist of official transcripts mailed directly to the District's Office of Human Resources by the granting institution. Each employee is solely responsible for requesting and arranging for the payment of the official transcript.
  - 14.5.3 Stipend adjustments will be made once per year in the Fall Semester. Official transcripts verifying the granting of the degree must be on file with the Office of Human Resources by August 15 in order for a stipend to be effective that current academic year.

#### ARTICLE XV

#### **RECLASSIFICATION, CLASSIFICATION, AND ABOLITION OF POSITIONS**

- 15.1 Every Bargaining Unit position shall be placed in a class as determined by the Point Factor System (See Appendix K):
  - 15.1.1 A reclassification is defined as the upgrading of a position to a higher class as a result of a permanent and substantial increase of the duties and/or responsibilities required of the position. Volume of work is not considered as a reason for a reclassification.
  - 15.1.2 Creation of a new classification occurs as a result of an approved request for reclassification, restructuring of a position, department reorganization, as outline in Article 8.1.6.1, or other operational need. The process for review of the job description and placement on the salary schedule is described in 15.2 and Appendix K.

The Classified Classification & Reclassification Committee (CCRC) considers the following: (1) proposed reclassifications within existing classifications, (2) any changes in the job description of a classification, (3) establishment of a new job classification, including the corresponding job description and salary range as determined using the Point Factor System, (4) a change in job title, and (5) abolishment of an existing classification.

- 15.1.3 The CCRC shall consist of three (3) administrators and three (3) classified staff members. Classified staff members serving on the CCRC will be appointed by CSEA. All recommendations of the CCRC, which are in the scope of bargaining as defined in legislation and this agreement, shall be negotiated.
- 15.2 <u>Classification and Reclassification Process</u>: CSEA or the District may propose a reclassification at any time during the life of this Agreement for any existing position. (See Appendix K)
  - 15.2.1 Requests for reclassification or new classifications may be submitted by management or the bargaining unit member. A copy of the request, which consists of a completed Reclassification Form and Job Analysis Questionnaire (JAQ), shall be submitted to Human Resources and CSEA to ensure timely review and analysis of the request. The request shall be processed consistent with the procedures established in Appendix K.

- 15.2.2 Once in any twelve (12) month period, a bargaining unit member may submit a request for reclassification, including the possible establishment of a new classification, directly to HR for analysis and submission to the CCRC.
- 15.2.3 The recommendations of the CCRC will be reviewed by CSEA and the District for final determination. Negotiated agreements resulting in a establishing a new classification or change in salary will be forwarded to the Board of Trustees for approval.
- 15.3 <u>Incumbent Rights:</u> When an entire class of positions is reclassified, the incumbents in the positions shall be entitled to serve in the new positions in their status as of the reclassification, i.e., permanent or probationary.
- 15.4 <u>Downward Adjustment:</u> Except as negotiated, any downward adjustment of any position or class of positions shall not be considered a demotion.
- 15.5 <u>Abolition of a Position or Class of Positions:</u> If the District proposes to abolish a position or a class of positions for lack of work or lack of funds, the District shall notify CSEA in writing and the parties shall meet and negotiate all matters within the scope of representation.
- 15.6 The Classified Classification and Reclassification Request Form, Point Factor Guide and Point Factor Scoring Sheet, are included as Appendix K. The Classified Classification and Reclassification Request Form and Job Analysis Questionnaire form can be found on the District's Human Resources web page (Intranet).

#### ARTICLE XVI

#### TRANSFERS AND PROMOTIONS

- 16.1 <u>Transfers</u>: Classified employees are eligible to file a written transfer request for consideration for any vacancy which is within the employee's current classification. Lateral Transfer is the movement from one (1) District department or a District Satellite campus to another within the same classification.
  - 16.1.1 Transfer requests are subject to the following conditions:
    - 16.1.1.1 Requests for transfer must be submitted on a District Application Form and clearly marked on the first or cover page "Transfer Requested." The application may be accompanied by any additional information the employee desires to submit.
    - 16.1.1.2 The filing of a request for transfer is without prejudice to the employee and shall not jeopardize the present assignment.
    - 16.1.1.3 A request for transfer may be withdrawn by the employee in writing at any time prior to official notification of transfer approval.
    - 16.1.1.4 Only transfer requests from employees meeting all position requirements will be considered for any vacancy. Employees occupying a permanent full-time or part-time position in any classification shall be deemed qualified, for purposes of transfer, for any other position in the same classification.
    - 16.1.1.5 The transfer must be approved by the area Vice President upon recommendation of the immediate supervisor of the vacant position to which the employee is requesting transfer.
    - 16.1.1.6 A decision will be made on all transfer requests prior to consideration of outside applicants for the position. All internal candidates applying on a transfer basis will be considered and interviewed. If not selected for the position, the employee may request feedback and the hiring manager will provide constructive feedback, including the basis for non-selection.

- 16.1.1.7 Nothing in this Section shall be construed as intending to prevent or discourage any employee from applying or being considered through the regular selection process for any advertised vacancy
- 16.1.2 <u>Release Dates:</u> Typically, upon Board approval of a position, an employee will provide two (2) weeks' notice to their manager prior to beginning a new position for which they are either transferring or promoting. The effective date of a transfer may be extended up to thirty (30) calendar days beyond the Board approval date with the concurrence of the acquiring and releasing manager, and the classified employee.
- 16.1.3 Probationary employees are ineligible to apply for transfers in their classification. Any employee may apply for a promotion, defined as an increase in the rate of pay, at any time. Probationary employees have return rights only to classifications in which they have successfully passed a probation period. A classified employee's initial probationary period is eight (8) months in the position. Upon promotion, probationary periods are three (3) months in length.
- 16.1.4 The decision regarding the transfer of employees is solely the responsibility of the District, except as provided in this Article.

#### 16.2 District Initiated Lateral Transfer/Involuntary Transfer:

- 16.2.1 The District may initiate an involuntary transfer. A District initiated lateral transfer shall be considered and based upon one or more of the following criteria:
  - (a) Drop in enrollment;
  - (b) Redistribution of categorical or project funds;
  - (c) Welfare of students or other employees;
  - (d) Instructional/staffing needs;
  - (e) To conform to the requirements of the Americans with Disabilities Act (ADA);
  - (f) A sufficient and documented personality conflict at the work site;
  - (g) The need for a bargaining unit member with special skills specifically necessary to a particular work site.

- 16.2.2 Upon written request to the Human Resources Office, employees may also request a conference regarding the reasons for a District initiated lateral transfer. A CSEA representative may accompany the employee to the meeting. CSEA or the employee may request his/her current supervisor be present. CSEA or the employee may request the specific reasons for the transfer be set forth in writing. Such written response shall be provided within five (5) working days.
- 16.2.3 Any involuntary transfer within a single classification, within a department, shall be done on the basis of District seniority, with the most senior employee having the first option to accept or decline, and so on down the seniority list until the opening is filled. If none of the employees within the classification agrees to transfer, the employee with the least District seniority shall be assigned. A bargaining unit member shall not have his/her assigned hours reduced, or shift changed, as a result of the District initiated transfer, without mutual agreement and concurrence of the District, the bargaining unit member and CSEA.
- 16.2.4 Any employee transferred on an involuntary basis shall also be placed on a preferred transfer list to their original work site for a period not to exceed thirty-nine (39) months. Preferred transfer employees shall be considered for positions prior to lateral transfers not transferred involuntarily.
- 16.2.5 Any employee transferred on an involuntary basis shall receive mileage compensation for a period of forty-five (45) calendar days from the effective date of the transfer. The mileage will be based on the distance from the original work site to the new location, or the employee's home to the new work site, whichever is less.
- 16.2.6 In the event that circumstances require that a bargaining unit member be transferred on an involuntary basis, the bargaining unit member and CSEA shall be informed of the reason(s) in writing prior to such action and shall be given at least twenty (20) working days notice prior to the involuntary transfer effective date. These notice requirements may be waived with the concurrence of the employee and CSEA.
- 16.3 <u>Medical Transfers:</u> The District may give alternate work when available to an employee who has become medically unable to perform satisfactorily his/her regular job class duties. The alternate work may constitute a reduced work schedule, demotion, or lateral transfer to a related class, but action shall be taken only by mutual agreement with CSEA and concurrence of the employee.

If the employee becomes medically able to perform satisfactorily his/her former duties, the employee shall have the right to return to his/her former position if available. If unavailable, the employee shall be offered an alternate assignment in the same classification when a position becomes available.

- 16.4 <u>Promotions:</u> Classified employees are encouraged to apply for any advertised vacancy for which they meet minimum qualifications. The District encourages upward mobility for its classified staff within the context of attempting to employ the best qualified individual for any position. When applicants are judged to have equal qualifications, the hiring manager will be encouraged to give preference to internal candidates. The filing of a request for promotion is without prejudice to the employee and shall not jeopardize the employee's present assignment. An application for promotion may be withdrawn by the employee in writing at any time prior to official notification of promotion. If not selected for the position, the employee may request feedback and the hiring manager will provide constructive feedback.
  - 16.4.1 <u>Salary Placement:</u> When an employee is promoted, the employee shall be assigned to a step in the salary range of the new classification which represents an increase of at least five percent (5%) above the employee's current base (i.e., exclusive of longevity increases) salary before the promotion, except that the employee may be placed on the last step of the appropriate range if that is the maximum base salary allowable for that classification. Such placement may result in an increase of less than five percent (5%).
  - 16.4.2 <u>Probation:</u> When an employee has permanent status and is promoted, the employee will be considered probationary in the new position for a period of three (3) months, during which time, the employee will retain permanent status in his/her previous permanent classification. A performance evaluation shall be completed by the employee's immediate supervisor prior to the end of this probationary period. If, during the probationary period, the District decides not to retain the employee in the new position, or the employee does not desire to remain in the new position, the employee shall be returned to a position in the employee's permanent classification.
  - 16.4.3 <u>Release Dates:</u> Classified employees promoting to new positions will provide their manager two (2) weeks' notice. Promotions held beyond two (2) weeks of the Board approval date may be extended up to thirty (30) calendar days with agreement of the acquiring and releasing manager. In such cases, the employee will receive the new rate of pay after two (2) weeks, and the releasing manager will pay for the change in salary during the interim period.

- 16.5 <u>Temporary Appointments:</u> The District agrees to encourage management to provide an opportunity for qualified bargaining unit members to work out of class in positions made vacant due to separations or leaves of absence of three (3) months or more.
- 16.6 Posting of new job vacancies shall be on the District website, with an electronic copy sent to all CSEA members. The vacancy notice shall remain posted for a period of no less than seven (7) calendar days during which time employees may apply for transfer or promotion. New postings will be posted each Friday; should Friday be a holiday; the posting will occur the next regularly scheduled work day.
- 16.7 Any employee on leave or layoff shall be mailed a copy of all notices of classified position vacancies after filing a written request with the Human Resources Office. The employee may request that notices be sent by first class mail or electronic mail.
- 16.8 Any employee on leave or layoff may authorize a job representative to file a transfer request or application on the employee's behalf.

## ARTICLE XVII DISPUTE SETTLEMENT

#### 17.1 <u>General:</u>

- 17.1.1 As used in this Article, a day (unless denoted otherwise) is any day the College's administrative offices are open for business.
- 17.1.2 The number of days indicated at each step herein should be considered a maximum, and effort must be made to expedite the process. If the District fails to respond to the complaint or grievance in a timely manner at any step, the complainant or grievant may proceed to the next step. Complainant's or grievant's failure to appeal in writing the decision rendered at any step in the procedure within the specified time period will constitute acceptance of the decision rendered. Time limits may be extended by mutual written consent.
- 17.1.3 The grievant or complainant must be provided a reasonable opportunity to be personally present at each level of the dispute resolution procedure. The grievant or complainant may request a representative at any level in the dispute resolution procedure. Such representation normally shall be limited to two (2) persons. The presence of advisors may be requested at any stage of the procedure by either party.
- 17.1.4 Requests for necessary and relevant information may be made at any time. Necessary and relevant information requested shall be provided within a reasonable time, but new issues which constitute a separate dispute beyond those originally presented shall not be introduced at any succeeding level by either party.
- 17.1.5 An investigation or other handling or processing of any dispute shall be conducted so as to result in minimal interference with, or interruption of, the instructional program and related work.

#### 17.2 <u>Grievance:</u>

- 17.2.1 Purpose and Scope:
  - 17.2.1.1 A grievance is an alleged misinterpretation, misapplication or a violation of a specific provision of this agreement, or Board Policies and Procedures.

17.2.1.2 A grievant is an employee (or CSEA) adversely affected by the alleged misinterpretation, misapplication, or violation of this Agreement or Board Policies and Procedures.

#### 17.2.2 Procedures:

- 17.2.2.1 <u>First Step</u>: An attempt shall be made to resolve any grievance in informal verbal discussion between the grievant and the employee's immediate supervisor.
- 17.2.2.2 <u>Second Step:</u> If the grievance cannot be resolved informally, the grievant shall file the grievance in writing and, at a mutually agreeable time, discuss the matter with the supervisor and the appropriate manager. The written grievance shall state the nature of the grievance, and shall state the remedy requested. The filing of the formal, written grievance at the second step must be within twenty-five (25) business days from the date when the grievant knew, or reasonably should have known, of the occurrence of the event giving rise to the grievance. The manager shall make a decision on the grievance and communicate it in writing to the grievance.
- 17.2.2.3 <u>Third Step:</u> If the grievance has not been satisfactorily resolved at the second step, a copy of the grievance shall be filed by the grievant with Human Resources within fifteen (15) business days of the manager's written decision at the second step. Within fifteen (15) business days after such written grievance is filed, the grievant and Vice President of Human Resources and Risk Management or designee shall meet to resolve the grievance. The Vice President of Human Resources and Risk Management or designee shall file an answer within fifteen (15) business days of the third step grievance meeting and communicate it in writing to the grievant and the supervisor.
- 17.2.2.4 Fourth Step: If the grievance has not been satisfactorily resolved at the third step, the grievant shall file a request with the Vice President of Human Resources and Risk Management to proceed to the fourth step a hearing before a Hearing Officer. This request shall be filed within fifteen (15) business days of the written decision of the Vice President of Human Resources and Risk Management.

- 17.2.2.4.1 With the concurrence of the grievant, the Superintendent/President may either serve as the Hearing Officer or designate another person who need not be an employee of the District to serve.
- 17.2.2.4.2 If the grievant and the Superintendent/President or designee are unable to agree on a Hearing Officer within the fifteen (15) business day period from the third step appeal, then the grievant may request a Hearing Officer be chosen and employed for the purpose of conducting the hearing and rendering a decision. The Hearing Officer shall be chosen from a list of seven (7) names requested jointly by the Superintendent/President or designee and the grievant from the State Mediation and Conciliation Service or the Office of Administrative Hearings. The grievant shall strike from the list the name of one candidate; then the Superintendent/President or designee shall strike the name of one candidate; the names will be stricken in this manner until the name of one candidate remains, who shall be the Hearing Officer. The strike out procedure shall be done within ten (10) business days from the receipt of the list.
- 17.2.2.4.3 The Hearing Officer shall conduct a hearing as soon as possible. The Hearing Officer shall notify the Superintendent/President of his/her advisory decision within fifteen (15) business days of such hearing. No new evidence or facts may be presented for consideration after the hearing and the Hearing Officer's advisory decision has been rendered. If subsequent to the hearing, new facts or evidence comes to light which may significantly affect the outcome of the grievance, either the grievant or the District may petition the Board to order a new hearing

- 17.2.2.4.4 Within fifteen (15) business days of the receipt of this written advisory decision, the Superintendent/ President will render a written decision including the reasons for the decision
- 17.2.2.4.5 In the event the grievance has not been satisfactorily resolved with the Superintendent/President, the grievant may file, within fifteen (15) business days of the written decision of the Superintendent/President, a request for review by the Board of Trustees and a written response to the Superintendent/President's decision.

#### 17.2.2.4.6 <u>The Board will review</u>:

- (a) the Hearing Officer's advisory decision,
- (b) the Superintendent/President's written decision including the reasons for the decision,
- (c) the grievant's written response to the Superintendent/President's decision,

The Board will not receive any additional information regarding rendering their decision on the grievance, except as the Board may request. After reviewing all material presented in the case, the Board may accept, reject, or modify the Superintendent/President's decision. This decision shall be made by the Board of Trustees in a timely manner. The decision of the Board shall be final.

#### 17.2.2.4.7 Conditions of Hearings

17.2.2.4.8.1 The Hearing Officer's decision shall be in writing and shall set forth findings of fact, reasoning and conclusions on the issues submitted unless agreed by the parties.

- 17.2.2.4.8.2 The Hearing Officer shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this agreement or which adds to, subtracts from, or modifies any of its terms.
- 17.2.2.4.8.3 The cost of any Hearing Officer, including the cost of any transcripts, will be mutually borne by both parties.

#### 17.3 <u>Discrimination Appeal:</u>

- 17.3.1 There shall be a sincere effort on the part of involved parties to settle complaints promptly through the steps listed below. Charges of alleged unlawful discrimination shall be filed and investigated as required by the District's Board Policies (BP3410, 3430) and Administrative Procedures (AP3410, 3430, and 3435). Under no circumstances will a charge be accepted that was not filed within 180 calendar days of the alleged unlawful discrimination or harassment.
- 17.3.2 <u>Representation</u>: The complainant shall be entitled to representation of his or her choice at all meetings involving the complainant.
- 17.3.3 <u>Procedures</u>:
  - 17.3.3.1 <u>First Step:</u> The Vice President of Human Resources and Risk Management or his/her designee shall meet with the complainant to attempt to resolve any complaints of alleged unlawful discrimination.
  - 17.3.3.2 <u>Second Step:</u> If the complaint is not resolved in Step 1, the complaint will be put in writing using the District's Unlawful Discrimination/Sexual Harassment Complaint Form, fully stating the facts surrounding the complaint (Title V, §59300). The indicated form must be filled out completely, signed, dated, and submitted to the Vice President of Human Resources and Risk Management. The Vice President of Human Resources and Risk Management or designee shall investigate the matter as required by board policies and procedures and shall issue

findings within ninety (90) days from the date the complaint was filed.

- 17.3.3.3 <u>Third Step:</u> Upon receipt of the administrative determination, if the complainant is not satisfied with the resolution, he or she may within fifteen (15) days submit a written appeal to the Board of Trustees. The Board shall review the original complaint, the investigative report, the administrative determination, and the appeal and issue a final District decision on the matter within forty-five (45) days after receiving the appeal. If the Board of Trustees fails to issue a decision with forty-five (45) days, the original decision and the administrative determination will be deemed to be affirmed and shall become the final District decision in the matter. A copy of the Board's decision shall be forwarded to the complainant and the State Chancellor's Office.
- 17.3.4 <u>Final Disposition of Discrimination Charge:</u> Upon sending the notice pursuant to Title V, §59338 and within ninety (90) days of initiating the investigation required by Title V, §59334, the District will forward the following to the Chancellor:
  - 17.3.4.1 The original complaint,
  - 17.3.4.2 Report of the nature and extent of the investigation conducted by the District;
  - 17.3.4.3 Report of any action taken to resolve the complaint;
  - 17.3.4.4 Evidence that the District has complied with the requirements of Title V, §59338;
  - 17.3.4.5 Such other information as the Chancellor may require, (per Title V, §59340)
- 17.3.5 <u>Effect of Settlement:</u> Any settlement of this discrimination complaint policy and procedure shall be applicable to this complaint procedure only, and shall not be binding authority for the disposition of any matter. Resolution of complaints at any step in the procedure must be signed by the complainant, appropriate District official and Superintendent/President to be considered resolved.
- 17.3.6 <u>Non-Retaliation Policy</u>: Employees shall not be adversely affected for having brought forward a charge of discrimination, testified, assisted, or participated in any manner in an investigation proceeding

or hearing relative to unlawful discrimination or harassment complaints.

17.3.7 Forms for filing a discrimination complaint shall be maintained by the District, and must be made available to persons who feel they have been unlawfully discriminated against.

# ARTICLE XVIII SAFETY

- 18.1 The Human Resources and Risk Management Department and the Campus Health and Safety Committee shall establish a program to maintain safe and healthful working conditions. Employees shall report any suspected unsafe condition to their supervisor and the Human Resources and Risk Management Department for action. Forms will be provided by the District.
- 18.2 The District shall provide safety equipment and training to bargaining unit members where required by the District or by law or regulation.
- 18.3 The District shall endeavor to comply with all state and federal laws pertaining to the use of all equipment, work site environmental conditions, and hazardous materials by employees to insure their safety.

# ARTICLE XIX SEVERABILITY

- 19.1 <u>Savings Clause:</u> 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 deemed void and immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this agreement shall not invalidate any remaining portions, which shall continue in full force and effect.
- 19.2 <u>Replacement for Severed Provision:</u> In the event of suspension or invalidation of any Article or Section of this Agreement, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section

# ARTICLE XX NEGOTIATIONS

- 20.1 <u>Notification and Public Notice:</u> If either party desires to alter or amend this Agreement, it shall, prior to the termination date set forth under Article XXVIII, Duration, 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.
- 20.2 <u>Commencement of Negotiations:</u> After 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.
- 20.3 <u>Release Time for Negotiations:</u> CSEA shall have the right to designate six (6) employees, who shall be given reasonable release time to participate in negotiations.
- 20.4 <u>Ratification of Additions or Changes:</u> Any additions or changes in this Agreement shall not be effective unless reduced in writing and properly ratified and signed by both parties.
- 20.5 <u>Agreement of Parties:</u> Nothing contained herein shall be interpreted as precluding the Right of CSEA or of the District to mutually agree to negotiate on matters which develop after entering into this Agreement and which have not been heretofore agreed upon by the parties and which represent conditions not covered by this Agreement.

### ARTICLE XXI

#### **MANAGEMENT RIGHTS**

- 21.1 It is understood and agreed that the Board of Trustees retains all rights, powers, privileges, functions and authority to direct, manage and control the operations of the District to the full extent authorized by law. Any of the rights, powers, privileges, functions or authority which the District had prior to the execution of the Agreement are retained except as those rights, powers, privileges, functions or authority which are specifically abridged or modified by this Agreement.
- 21.2 It is further understood that all matters not specifically enumerated as being within the scope of representation in Government Code, §3543.2, and not limited by express terms of this Agreement as rights of the exclusive representative, are reserved to the District.
- 21.3 The Association recognizes and agrees that the Board of Trustees' rights, powers, privileges and authority include, but are not limited to, the following:
  - 21.3.1 The right to manage the District's operations.
  - 21.3.2 The right to direct the workforce, including recruitment, selection, appointment, retention, promotion and demotion.
  - 21.3.3 The right to direct, supervise, schedule, and assign the workforce.
  - 21.3.4 The right to discipline, suspend and discharge employees for just cause.
  - 21.3.5 The right to determine the number and starting time of shifts, the number of hours and days in the workweek, hours of work, and the number of persons to be actively employed by the District at any time.
  - 21.3.6 The right to lay off for lack of work or lack of funds.
  - 21.3.7 The right to establish standards and criteria for performance.
  - 21.3.8 The right to determine the qualifications of employees.
  - 21.3.9 The right to maintain order and efficiency.
  - 21.3.10 The right to improve methods or facilities and to change existing methods or facilities.
  - 21.3.11 The right to extend, maintain curtail or terminate the operations of the District.

- 21.3.12 The right to take whatever action may be necessary or appropriate to carry out the mission of the College.
- 21.3.13 The right to classify and/or reclassify as provided in Section 15.2 of this agreement.
- 21.4 It is not the intention of the parties, in setting forth the above-mentioned rights of management, to detract or diminish in any way the rights of CSEA or of the bargaining unit members as expressly set forth elsewhere in this Agreement. It is the parties' intention that the clear and explicit provisions of the other Articles of this Agreement constitute the only contractual limitation upon the District's rights

# ARTICLE XXII SALARIES

- 22.1 <u>Salary Schedule</u>: The salary schedules are contained in Appendix C of this Agreement.
- 22.2 <u>Salary Adjustment</u>:

Year 1 – A four percent (4.0%) one-time payment (not on schedule) based on all earnings from Fiscal Year 2023/24, is to be paid within ninety (90) days after Board of Trustees approval (retroactive for those employed at the time of Board approval). This one-time payment is not reportable as a CalPERS defined compensable earning or a CalPERS defined benefit compensable earning for California Public Employees' Pension Reform Act (PEPRA) members.

- 22.2.1 For fiscal year 2024/2025 a two percent (2.0%) increase shall be added to the 2023/2024 salary schedules.
- 22.2.2 For fiscal year 2025/2026 a two percent (2.0%) increase to the 2024/2025 salary schedules.
- 22.2.3 For fiscal year 2026/2027 a one percent (1.0%) increase to the 2025/2026 salary schedule.
- 22.3 <u>Longevity Increments</u>:
  - 22.3.1 Effective July 1 of the ninth (9th) year of consecutive service, a longevity increase of two and one-half (2.5%) will be added to the employee's base salary
  - 22.3.2 Effective July 1 of the thirteenth (13th) year of consecutive service, a longevity increase of five percent (5%) will be added to the employee's base salary.
  - 22.3.3 Effective July 1 of the seventeenth (17th) year of consecutive service, a longevity increase of seven and one-half percent (7.5%) will be added to the employee's base salary.
  - 22.3.4 Effective July of the twenty-first (21st) year of consecutive service, a longevity increase of ten percent (10%) will be added to the employee's base salary.
  - 22.3.5 Effective July of the twenty-fifth (25<sup>th</sup>) year of consecutive service, a longevity increase of twelve and one-half percent (12.5%) will be added to the employee's base salary.

22.3.6 Commencing July 1, 2024, effective July of the twenty-ninth (29<sup>th</sup>) year of consecutive service, a longevity increase of fifteen percent (15.0%) will be added to the employee's base salary.

#### 22.4 <u>Compensation Review</u>:

Classification Compensation Review: Compensation levels shall be evaluated jointly by the District and CSEA during the 2022-2023 academic year. Current salary schedules shall be obtained directly from each of the below listed districts and shall be cross-referenced with other information deemed relevant by the District and CSEA. The parties shall jointly work with the goal of moving the unit toward the agreed upon median for the 2023-2024 academic year. This is not a salary re-opener.

The agreed upon comparison districts are:

Cerritos, Chaffey, College of Siskiyous, El Camino, Glendale, Ohlone, Palomar, Pasadena, Riverside, Santa Barbara, Santa Monica, San Francisco, Sierra, Solano, Southwestern, Taft.

The list of agreed upon comparison districts may only be changed by written mutual agreement of the District and CSEA.

## ARTICLE XXIII LAYOFFS

- 23.1 Classified employees shall be subject to layoff for lack of work or lack of funds. Whenever it becomes necessary to invoke layoff procedures, the Board of Trustees will take action in public session in the form of a resolution or Board action, in accordance with normal Board procedures.
  - 23.1.1 In the event of any governing board or administrative decision to (a) abolish classified positions for lack of work or lack of funds, and/or (b) lay off classified positions for lack of work or lack of funds, the District shall agree to meet and negotiate the effects of said decision with regard to matters within the scope of representation, as defined by Government Code, §3542.2.
  - 23.1.2 The procedures or requirements of Appendix H of the collective bargaining agreement shall be applicable.
  - 23.1.3 Neither work study students nor work experience students shall be used to displace or replace classified bargaining unit employees. In the event of a layoff, reduction of hours, or abolishment of bargaining unit position, no additional types of work previously performed by the employee(s) affected (by the layoff, reduction of hours, or abolishment) shall be assigned to any work experience or work study student. In the event of a layoff, reduction of hours, or abolishment of bargaining unit positions, all short-term employees in a particular classification shall be displaced prior to any displacement of classified bargaining unit employees in that classification.
- 23.2 <u>Order of Reduction:</u> The following order will prevail in the reduction of classified personnel.
  - 23.2.1 Short-term employees (including students and temporary agency employees) by classification.
  - 23.2.2 Substitute employees, by classification.
  - 23.2.3 Probationary employees, by classification.
  - 23.2.4 Permanent employees, by classification.
  - 23.2.5 If two (2) or more employees who are subject to layoff have equal seniority in their classification, the determination as to who shall be laid off shall be determined in this order:

- 1. The employee with the highest total service hours with the District will be retained.
- 2. Date of initial hire into a probationary status with the employee hired first being retained.
- 3. If both of the above are equal, determination as to which employee will be laid off shall be made by lot drawn by the employees. The order, once determined by lot, shall be permanent.
- 23.3 <u>Seniority Computation:</u> Whenever a permanent employee is laid off, the order of layoff within a classification shall be determined by length of service within the classification. The employee who has been employed the shortest time in the class, plus higher classes, shall be laid off first.
  - 23.3.1 For employees hired prior to July 1, 1971, seniority will be computed on date of hire. Length of service (seniority) after June 30, 1971, will be computed on the basis of hours in paid status, whether during the school year, a holiday, recess, or during any period that school is in session or closed, but does not include hours compensated on an overtime basis.
  - 23.3.2 "Hours in paid status" shall not be interpreted to mean any service performed prior to entering into a probationary or permanent status in the classified service.
  - 23.3.3 Any hours worked in an out-of-class assignment shall be computed as hours in paid status in the employee's permanent position.
  - 23.3.4 Less than twelve (12) month employees:
    - 23.3.4.1 Any hours taken as vacation time by less than twelve (12) month employees, including periods of time outside their regular work schedule (i.e., summer) shall be computed as hours in paid status.
    - 23.3.4.2 Hours worked in other than the employee's permanent classification during any off-contract period (i.e., summer) shall not be considered a part of the employee's seniority or benefits for that time period.

Hours worked in the employee's permanent classification during any off-contract period (i.e., summer) shall be considered a part of the employee's seniority and benefits on a pro rata basis.

- 23.4 <u>Displacement Privileges:</u> All displacement (bumping) actions shall be carried out as follows:
  - 23.4.1 A regular employee subject to layoff may displace the least senior employee in the same job classification.
  - 23.4.2 A regular employee who is laid off from a classification and who has previously held a regular position in another equal or lower classification may displace an employee with the least seniority in that class. For purposes of this section, seniority shall include the total of the previous regular service in the equal or lower classification, plus service in the class in which the layoff occurs and in higher classes.
- 23.5 <u>Voluntary Demotion in Lieu of Layoff:</u> All displacement (bumping) actions shall be carried out as follows: Regular employees notified of layoff for lack of work or funds may request a voluntary demotion to a vacant position in a lower classification provided that the employee is qualified to perform the duties thereof and provided further that the immediate supervisor involved and the Vice President of Human Resources and Risk Management approve the voluntary demotion.
- 23.6 <u>Voluntary Reduction in hours in Lieu of Layoff</u>: Regular employees may take voluntary reduction in assigned time in lieu of layoff to remain in their present positions rather than be reclassified or reassigned. Such employees shall be granted the same rights as persons laid off and shall be, at the option of the employee, returned to a position with increased assigned time as vacancies become available, in accordance with Education Code §88117.
- 23.7 <u>Retirement in Lieu of Layoff:</u> Regular employees who have been employed at least five (5) years under the Public Employees Retirement System and are fifty (50) years of age or older may elect to accept a service retirement in lieu of layoff, voluntary demotion, or reduction in assigned time. Such employees shall, prior to the effective date of the proposed layoff, complete and submit a form to PERS provided by the Office of Human Resources for this purpose. The employee shall then be placed on the thirty-nine (39) month reemployment list in accordance with this regulation.
  - 23.7.1 The District agrees that when an offer of employment is made to an eligible person retired under this regulation, and the District received within ten (10) business days a written acceptance of the offer, the retired person shall be allowed sufficient time to terminate the

employee's retired status with PERS.

- 23.8 <u>Notice of Layoff</u>: The parties will meet to discuss the impacts and effects of potential layoffs prior to any Board recommendations, by the third Friday in January.
  - 23.8.1 No later than March 15, "the governing board of the community college district and the employee shall be given written notice by the superintendent of the community college district or the superintendent's designee. This does not apply to classified positions that are eliminated as a result of the expiration of a specially funded position. In this situation the classified employee is entitled to no less than 60 days' notice.'
  - 23.8.2 Regular employees will be given notice of layoff not less than sixty (60) calendar days prior to the effective date of layoff and be informed of their displacement privileges, if any, and reemployment rights. Notification of layoff shall be delivered by personal service or certified mail (return receipt requested).
    - 23.8.2.1 Employees who receive notice of layoff pursuant to this article who elect to exercise their displacement rights in accordance with article 23.4 or take a voluntary demotion to a vacant position in accordance with article 23.5 shall notify the district within five (5) business days. If the District is not notified within the prescribed time limit, the default option shall be lay-off and the employee shall be placed on the re-employment list in accordance with this Article.

#### 23.9 <u>Reemployment Rights</u>:

23.9.1 All classified employees currently on layoff, working a reduced hour position, or any employees who accepted demotion in lieu of layoff, as a result of District action are, eligible for reemployment for a period of thirty-nine (39) months from the date of layoff, or a period of sixty-three (63) months from the date of demotion or reduction in lieu of layoff. Such employees shall be given absolute first priority and shall be reemployed in preference to new applicants for any open position in the classification which the employee held immediately prior to the layoff, reduction in hours, or demotion (provided that the employee continues to satisfy the then existing minimum qualifications for said position). Such employees will be notified when employment or job openings exist within the District. Such notice shall be sent to the last address given to the District by the employee by either certified mail or regular first-class mail. The

employee shall specify in writing, the preferred method of mail delivery.

- 23.9.2 Laid off persons shall be reemployed in the reverse order of layoff in the highest rated job classification available in accordance with the class seniority.
- 23.9.3 A permanent employee who is laid off and is subsequently reemployed within thirty-nine (39) months shall have all rights and privileges restored. However, the employee shall not receive seniority credits for District work performed while on the reemployment list.
- 23.9.4 A probationary employee shall continue to serve out the remainder of the probationary period and shall also have all rights and privileges restored. No seniority credit shall be earned during the period of separation from the District.
- 23.9.5 Employee Notification to District of Acceptance of Reemployment: A regular employee shall notify the District of the employee's intent to accept or refuse reemployment within ten (10) business days following the mailing of the reemployment notice. If the employee accepts reemployment, the employee must report to work within thirty (30) business days following the mailing of the reemployment notice.

An employee given notice of reemployment need not accept the reemployment to maintain the employee's eligibility on the reemployment list, provided the employee notified the Office of Human Resources, in writing, ten (10) business days from receipt of the reemployment notice. The laid-off employee may decline three offers of reemployment and retain a position on the list. If an employee on a reemployment list refuses the third offer of reemployment, no additional offers will be made and the employee shall be considered unavailable for work until otherwise indicated. The offer will then be made to the next person on the list.

23.9.6 Reemployment as a Short-term or Substitute Employee: An employee who has been laid off for lack of work or lack of funds, and who is on a layoff reemployment list, shall be given priority over outside candidates for reemployment as a substitute or limited term employee in the employee's original class or any other class for which the employee is qualified. Such employment shall in no manner jeopardize or otherwise affect the employee's status or eligibility for reemployment. Persons on a reemployment list employed as a substitute or in a limited term position do not accrue seniority.

## ARTICLE XXIV

## **CONCERTED ACTIVITIES**

- 24.1 It is agreed that there will be no strike, work stoppage, slowdown, picketing or refusal or failure to perform job functions and responsibilities; or other interference with the operations of the District by CSEA or its officers, agents or members during the term of this Agreement which is unprotected by the First Amendment of the United States Constitution. The District agrees not to engage in a lockout.
- 24.2 CSEA recognizes the duty and obligation to comply with the provisions of this Agreement and make every effort toward inducing all employees to do so.
- 24.3 In the event of a strike, a work stoppage, slowdown or other interference with the operations of the district by employees who are represented by CSEA, CSEA agrees in good faith, to take all reasonable and affirmative steps to cause these employees to cease such action

## ARTICLE XXV DISCIPLINE

#### 25.1 <u>Definition of Discipline:</u>

Minor discipline is defined as discipline up through and including Step 3 as described in Article XXV, sections 25.4.1 through 25.4.3.

Substantial discipline is defined as discipline at Step 4 or beyond as described in Article XXV, section 25.4.4

- 25.2 <u>Application:</u> The provisions of Article XXV shall apply only to permanent bargaining unit members who have successfully completed their probationary period of employment. Probationary employees are excluded from the provisions of this Article.
- 25.3 <u>Just Cause:</u> Discipline shall be imposed on permanent employees of the bargaining unit only for just cause. Just cause is defined as misconduct or performance related behavior, or other areas defined in Education Code §87732.
  - (a) Immoral or unprofessional conduct.
  - (b) Dishonesty
  - (c) Unsatisfactory performance
  - (d) Evident unfitness for service
  - (e) Physical or mental condition that makes him or her unfit to instruct or associate with students
  - (f) Persistent violation of, or refusal to obey, the school laws of the state or reasonable regulations prescribed for the government of the community colleges by the Board of Governors or by the Governing Board of the Community College District employing him or her.
  - (g) Conviction of a felony or of any crime involving moral turpitude.
  - (h) Conduct specified in Section 1028 of the Government Code
  - 25.3.1 Causes for discipline also include violation of District Board policies, Administrative procedures, and Government Code.

There shall be no limitation on the number of times that the District may demote, reduce pay, or suspend a bargaining unit member without pay for just cause except that no bargaining unit member shall be demoted, have their pay reduced or be suspended without pay for just cause more than once for the same incident.

25.4 <u>Progressive Discipline:</u> Each of the following steps of progressive discipline

shall be followed by the District except when the Vice President of Human Resources and Risk Management or designee determines that the misconduct justifies the skipping of steps of progressive discipline

#### 25.4.1 Step 1: Informal Counseling:

Informal Counseling sessions shall take place between the immediate supervisor and the employee. The immediate supervisor shall give an explanation in detail of the problem(s) involved, the expected standard of performance, and guidance and direction for improvement. The employee's job description should be reviewed with the employee. The employee shall be given reasonable time in which to make this improvement. All reasonable steps should be taken to afford the opportunity for the employee to correct any deficiencies, including training and support provided by the supervisor.

#### 25.4.2 <u>Step 2: Letter of Warning:</u>

A Letter of Warning shall identify:

- (1) the incident or violation or the specific areas of deficiency
- (2) prior informal counseling related to the behavior or performance deficiency
- (3) the required standard of performance
- (4) a definition of the supervisor's expectations of performance or behavior needed to correct the behavior or deficiency
- (5) the consequences of not correcting the behavior to acceptable levels
- (6) each Letter of Warning shall contain a Performance Improvement Plan (PIP). (Appendix F)

The PIP must be jointly developed and agreed to by the manager and the employee. The purpose of the PIP is to identify immediate actions or behaviors that must be carried out by the employee, behaviors or activities that must end, and a series of actions performed by the employee intended to remedy the conduct or performance deficiency.

Such actions in the PIP shall be specific, measurable, achievable, realistic, and timely (SMART). Failure by the employee to meet commitments made in the plan will result in the next step in the progressive discipline process; failure by the manager to meet commitments to the employee as part of the plan will be interpreted as the employee having met the requirements of the plan.

Performance Improvement Plans are required to be completed prior to progression to Step 3. The Performance Improvement Plan should also include a date by which any expected corrections should occur and define the measures of support and/or training that the District will provide in an effort to assist the employee.

25.4.2.1 The bargaining unit member has the right to attach his/her statement or rebuttal to any Letter of Warning within ten (10) business days from the time of receipt of the letter. Such statement or rebuttal shall remain attached to the Letter of Warning.

## 25.4.3 Step 3: Letter of Reprimand:

A Letter of Reprimand shall identify:

- (1) the incident or violation or the specific areas of deficiency
- (2) prior informal counseling, PIP, and Letter(s) of Warning related to the behavior or performance deficiency
- (3) the required standard of performance
- (4) a definition of the supervisor's expectations of performance or behavior needed to correct the behavior or deficiency
- (5) the consequences of not correcting the behavior to acceptable levels
- (6) a date by which any expected corrections should occur and define the measures of support and/or training that the District will provide in an effort to assist the employee.
- 25.4.3.1 The letter of Reprimand will be placed in employee's permanent personnel file. The bargaining unit member shall have the right to submit a written statement or rebuttal within ten (10) business days. This statement or rebuttal will be permanently attached to the Letter of Reprimand.

# 25.4.4 <u>Step 4: Suspension, demotion, reduction in pay and Final Letter of Warning:</u>

Failure at Step 3 may result in a suspension, demotion, or reduction in pay. The action will also include a Final Warning Letter which contains all of the elements of a Warning Letter as described in Step 2, and will indicate that further violations or occurrences of the behavior may result in termination of employment.

25.5 <u>Retention of Disciplinary Letters:</u> Except as specifically provided in the

Education Code, disciplinary letters placed in an employee's personnel file will remain in the file. The manager or supervisor issuing a disciplinary letter shall acknowledge in writing to the employee within one (1) year of the occurrence that the behavior or conduct has been corrected. Disciplinary letters that are not acknowledged as corrected by the manager, or that do not result in more progressive discipline, may be requested to be removed from the employee's file after two (2) years. The Vice President of Human Resources and Risk Management may determine if the letter should be removed from the employee file.

#### 25.6 <u>Procedure for Imposing Minor and Substantial Discipline:</u>

#### 25.6.1 <u>Minor Discipline:</u>

An employee may request an informal meeting with the Vice President of Human Resources and Risk Management to discuss the minor disciplinary action, which is defined as discipline up through and including Step 3. The provisions of Article XXV, section 25.6.2, Skelly Hearing for Substantial Discipline, shall not apply in cases of minor discipline.

#### 256.2 <u>Skelly Hearing for Discipline at or above Step 4:</u>

The employee and CSEA shall be given notice in writing of the proposed disciplinary action (Notice of Proposed Discipline) not less than five (5) business days prior to the effective date of the action. The notice shall set forth the reasons for the action, and shall be accompanied by copies of written materials, if any, upon which the action is based. The written notice shall also contain a statement advising the employee of his/her right to a pre-disciplinary Skelly hearing.

Prior to the effective date of the disciplinary action, the employee may request and, if so, shall be granted a pre-disciplinary Skelly to discuss the proposed disciplinary action. The pre-disciplinary Skelly hearing shall be conducted by the Vice President of Human Resources and Risk Management or designee. The employee may be represented by anyone of the employee's choice. The purpose of this meeting is not to gather evidence for future meetings within the grievance procedure and, therefore, no record will be made. The Vice President of Human Resources and Risk Management or designee shall issue the Notice of Discipline conveying his/her decision in writing to the employee within five (5) business days of the Skelly hearing.

25.6.3 <u>Appeal of Minor and Substantial Discipline:</u> Failing reconciliation and at the option of the employee, the employee may appeal the decision of the Vice President of Human Resources and Risk Management or designee to the formal grievance procedure beginning at the arbitration level, Step 3, of the grievance procedure. (Article XVII, section 17.2.2.3)

## ARTICLE XXVI

## **CONTRACTING OUT BARGAINING UNIT WORK**

- 26.1 CSEA and the District agree that the District will not contract out work that has customarily and routinely been performed or is performable by bargaining unit members without prior discussions with CSEA, unless otherwise permitted by law.
- 26.2 If the District is engaged in a procedure to hire a permanent employee to fill a vacancy in any classified position, one or more substitutes may be employed to fill that position for not more than sixty (60) calendar days. The sixty (60) calendar day limit may be extended by mutual agreement.
- 26.3 CSEA shall receive written notice by way of a copy of the Personnel Requisition of all short term employees that have been hired and notice regarding the specific project and/or category the employee has been hired to perform within fifteen (15) working days of the employee's date of hire.
- 26.4 CSEA and the District agree to the definition of "Short Term" employee contained in the California State Education Code, §88003.
- 26.5 CSEA and the District will accept the guidelines and definitions of "work experience" students and "work study" students as approved by the Board of Trustees and/or the Chancellor's Office. It is agreed and understood that the Chancellor's guidelines include the Title V Regulations from the California Administrative Code.
- 26.6 Disputes arising out of this section shall be entered at the third step of the grievance procedure.

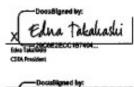
#### ARTICLE XXVII DURATION

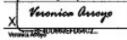
- 27.1 Length of Agreement: This Agreement shall become effective on July 1, 2024, and shall continue in effect to and including June 30, 2027, unless amended in writing by mutual agreement of the parties.
- 27.2 <u>Consent Reopener:</u> The parties agree to reopen negotiations no later than September 15<sup>th</sup>, for the 2026- 2027 (Year 3) academic year on Article XXII (22)- Salaries, Article X (10)-Employee Benefits, and two (2) additional articles to be selected by each party. Additional related articles affected by the reopeners listed above may be negotiated and will not be counted as reopeners.

For The District:

Dr. lisa Aquilera Lawrenson extransfillera lawrenson superiorativesses
Bradley Salters Tradey Salters Vice President of th Rich Management
Augustine Chavey
X Dana Kosaka Dana Kosaka
X Stacy Boarrel Stary Boarrel
Kasen Granford

For The Association:





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Carol Black **CSEA Labor Relations Representative** 

		SALARY
CLASSIFICATION	POINTS	RANGE
Academic Advisor	19,500	31
Administrative Assistant I	12,825	13
Administrative Assistant II	16,300	22
Administrative Assistant III	18,450	28
Admissions and Records Senior Specialist	18,450	28
Admissions and Records Specialist	17,075	24
Admissions and Records Systems Analyst	21,475	36
Alternate Formatting Specialist	18,450	28
Art Gallery Coordinator	16,950	24
Assistive Technology Coordinator	19,350	30
Ath letic Coordinator	20,850	34
Athletic Equipment Technician	11,925	11
Athletic Facilities Attendant	11,925	11
Ath letic Trainer	20,900	34
Audio Technician	14,225	17
Auxiliary Services Accounting Assistant	14,950	19
Auxiliary Services Clerk	6,625	1
Auxiliary Services Merchandise Assistant	13,150	14
Auxiliary Services Operations Lead	19,950	32
Box O flice Attendant	10,400	7
BusOperator	11,025	9
Bus Operator/Mechanic	15,725	21
Business Systems Analyst	20,125	32
Cal-PASS Systems Administrator	22,525	39
Carpenter	19,875	32
CART Captioner	18,750	29
Cashier	5,275	1
Certified CART Captioner	20,000	32
Certified Interpreter	20,000	32
Cloud Infrastructure Engineer	24,550	44
Communications Clerk	11,900	11
Computer Operator	15,125	19
Computer Support Technician	10,550	7
Contracts Technician	14,675	18
Curriculum Support Coordinator	19,825	31
Custodian I Deep Class	8,275	1
Custodian II	11,300	9
D/deafand Hard ofHearing (DHH) Services Coordinator	22,250	38
Database Administrator	23,875	42
Delta College Foundation Coordinator	19,075	30
Digital Communictions Coordinator	19,225	30
District Systems Analyst	21,475	36
Early Childhood Education Aide	7,525	1
Early Childhood Education Permit Teacher	8,775	3
Early College Pathway Coordinator	19,975	32
Electrician	19,875	32
Electron Microscopy Technician	19,150	30
Facilities and Reservations Specialist	15,675	21
Financial Aid General Specialist	15,575	20

<u>CLAS SIFICATION</u>	POIN TS	SALARY RANGE
Financial Aid Outreach Support Specialist	17,825	26
Financial Aid Specialist	17,075	24
Financial Aid Systems Analyst	21,475	36
Fiscal Analyst	22,375	38
Fiscal Applications Technician	15,575	20
Fiscal Assistant	14,050	16
Fiscal Specialist	19,225	30
Fiscal Technician	15,575	20
Food Service Assistant	8,275	1
Graphic Artist	13,750	16
Graphic Design and Marketing Coordinator	20,125	32
Groundskeeper/Irrigation	15,375	20
Groundskeeper/Operator	11,300	9
Groundskeeper/Operator/Mechanic	14,350	17
Human Resources Specialist	16,175	22
Human Resource Specialist II	17,975	27
HVAC Technician	17,900	26
Industrial Maintenance Technician	20,625	34
Information Technology Asset and Access Services Technician	18,325	28
Information Technology Project Coordinator	23,100	40
Information Technology Support Technician	15,725	21
Information Technology Technical Trainer	19,200	30
Institutional R esearch E ffectiveness Coordinator	21,200	35
Instructional Schedule Technician	17,075	24
Instructional Support Assistant I	11,025	9
Instructional Support Assistant I - Horticulture	12,050	11
Instructional Support Assistant II	14,050	16
Instructional Support Assistant II - Agriculture	14,950	19 17
Instructional Support Assistant II - Culinary Arts	14,200	
Instructional Support Assistant II - Graphic Arts Instructional Support Assistant II - Music Lab	13,450 13,450	15 15
Instructional Support Assistant II - Photo Lab	14,950	19
Instructional Support Assistant III	17,550	26
International Student Program Specialist	18,000	20
Interpreter	18,750	29
Library Technician Deep Class	11,300	9
Locksmith-Carpenter	19,875	32
Maintenance Project Planner	16,050	22
Maintenance Technician	16,350	22
Maintenance Worker I	12,825	13
Maintenance Worker II	15,100	19
Maintenance Worker II - Carpenter	15,100	19
Maintenance Worker II - Painter	15,100	19
Market Assistant	14,150	17
Market Coordinator	20,375	33
Marketing and Student Outreach Specialist	17,550	26
Middle College High School (MCHS) Textbook Technic	11,150	9
MobilitySpecialist	18,450	28
Multimedia Tech: Mass Communications	15,425	20
	-	

	2011/20	SALARY
CLASSIFICATION	<u>POINTS</u>	RANGE
Multimedia Tech: Radio & Television	15,425	20
Network Administrator I	18,600	28
Network Administrator II	22,525	39
Office Assistant	9,525	5
P.E./Athletics Assistant	11,175	9
Payroll Analyst	18,475	28
Payroll Technician	14,050	16
Piano Accompanist	21,525	36
Planetarium Technician	14,975	19
Plumber	19,875	32
Procurement Specialist	17,350	25
Production Assistant	9,325	4
Prof. Develop. And Distance Education Coord.	21,350	35
Programmer/Analyst I	17,975	27
Programmer/Analyst II	20,400	33
Programmer/Analyst III	21,775	37
Reprographics Technician	9,800	5
Research Analyst	21,625	36
Resource Specialist	18,600	28
Scholarship Specialist	15,575	20
Science Lab Technician	14,950	19
Senior Auxiliary Services Operations Specialist	17,575	26
Senior Box Office Attendant	11,150	9
Senior Custodian	13,925	16
Senior Financial Aid Outreach Specialist	19,200	30
Senior Financial Aid Specialist	18,450	28
Senior Food Service Assistant	12,675	13
Senior Graphic Design and Marketing Coordinator	20,875	34
Senior Groundskeepen/Operator	13,925	16
Senior Human Resource Specilaist	19,075	30
Senior HVAC Technician/Plant Operator	20,775	34
Senior Information Technology Support Technician	18,600	28
Senior Library Technician	15,725	21
Senior Network Administrator	24,675	44
Senior Procurement and Contracts Specialist	20,100	32
Senior Receiving and Shipping Clerk	14,825	19
Senior Reprographics Technician	15,100	19
Senior Research Analyst	25,775	47
Senior Science Lab Technician	20,375	33
Senior Textbook Specialist	18,325	28
Shipping and Receiving Clerk	12,825	13
Simulation Operation Specialist	12,550	13
Small Business Development Center (SBDC) Specialist	15,500	20
Sports Information Assistant	15,450	20
Student Life Coordinator	18,450	28
Student Equity & Diversity Project Coordinator	19,825	31
Student Programs Assistant	12,550	13
Student Programs Specialist	17,550	26
Student Programs Specialist - Assessment	18,300	28

CLASSIFICATION	POIN TS	SALARY RANGE
Student Programs Specialist - D SP S	18,450	28
Student Programs Specialist - Equity & Diversity	18,450	28
Student Success and Support Program Specialist	17,100	24
Technical Theater Assistant	17,975	27
Technical Theater Assistant - Costumes	17,975	27
Systems Administrator	23,875	42
Textbook Specialist	14,050	16
Theater Coordinator	20,100	32
User Support Technician	15,725	21
Website Administrator	21,275	34
Workers'Compensation Ergonomics Specialist	16,175	22
Workplace Apprenticeship Coordinator	18,450	28
Work place Internship Coordinator	19,075	30
Work force Specialist	18,600	28

#### <u>APPENDIX A2</u> PROPOSED PERMANENT INTERMITTENT CLASSIFICATIONS AND RANGES (On call and Seasonal Employees)

Classification*	<u>Points</u>	Salary Range
Senior Production Assistant	7850	6
Stagehand	6025	3
Usher	5275	1

\*Permanent intermittent classifications not listed, refer to Appendix A1

Effective 7/1/2015

CSEA CONTRACT 2024-2027

#### **APPENDIX B**

#### **CSEA DUES SCHEDULE**

#### As approved by Conference Delegates, 2017

(Dues as outlined are per capita dues established for State Association by delegates to the Association's Annual Conference per Article VII of the Association Bylaws. Local Chapter dues, in such amounts as established by the Chapter's membership in accordance with Chapter's Constitution/Bylaws, shall be applied in addition to these amounts.)

The per capita dues of the State Association shall be assessed at the rate of 1.5% of the first \$3,150 of monthly gross salary (exclusive of overtime but including longevity, professional growth and anniversary increments), but shall not exceed a maximum assessment of \$472.50 annually, in accordance with procedures as set forth below. (Local chapters may assess additional local dues.) The chart below shows the maximum amounts per month and per year based on the member or fair share payer's actual salary per month.

Monthly Salary Cap	\$3,150
Monthly Dues Maximum	\$47.25
Annual Dues Maximum	\$472.50
(12 months)	

FY 24-25 (12 Month)										
Range	Α	В	С	D	E	F	G	Max pts		
1	2,897	2,999	3,103	3,213	3,325	3,442	3,561	8275		
2	2,969	3,074	3,180	3,292	3,407	3,527	3,650	8660		
3	3,044	3,150	3,261	3,374	3,493	3,615	3,741	9045		
4	3,119	3,228	3,341	3,458	3,579	3,704	3,835	9430		
5	3,197	3,308	3,425	3,545	3,668	3,798	3,929	9815		
6	3,277	3,392	3,511	3,633	3,760	3,892	4,029	10200		
7	3,359	3,476	3,599	3,724	3,854	3,989	4,128	10585		
8	3,443	3,564	3,688	3,817	3,951	4,089	4,231	10970		
9	3,529	3,652	3,781	3,913	4,049	4,192	4,338	11355		
10	3,618	3,745	3,875	4,011	4,151	4,296	4,447	11740		
11	3,708	3,837	3,971	4,110	4,254	4,404	4,558	12125		
12	3,800	3,933	4,071	4,213	4,361	4,513	4,671	12510		
13	3,895	4,031	4,172	4,318	4,469	4,626	4,788	12895		
14	3,992	4,132	4,276	4,426	4,580	4,741	4,906	13280		
15	4,091	4,234	4,383	4,536	4,694	4,860	5,029	13665		
16	4,193	4,339	4,492	4,649	4,812	4,981	5,154	14050		
17	4,297	4,447	4,603	4,765	4,932	5,104	5,283	14435		
18	4,405	4,560	4,719	4,885	5,055	5,232	5,416	14820		
19	4,516	4,674	4,837	5,007	5,182	5,363	5,551	15205		
20	4,628	4,790	4,958	5,132	5,312	5,497	5,689	15590		
21	4,745	4,911	5,083	5,260	5,445	5,635	5,832	15975		
22	4,863	5,033	5,210	5,392	5,581	5,775	5,978	16360		
23	4,984	5,159	5,339	5,526	5,719	5,919	6,127	16745		
24	5,109	5,288	5,473	5,664	5,863	6,068	6,280	17130		
25	5,237	5,421	5,610	5,807	6,010	6,220	6,438	17515		
26	5,368	5,556	5,750	5,952	6,160	6,375	6,599	17900		
27	5,502	5,695	5,894	6,100	6,314	6,534	6,763	18285		
28	5,640	5,838	6,042	6,254	6,472	6,698	6,933	18670		
29	5,781	5,984	6,194	6,410	6,635	6,866	7,107	19055		
30	5,926	6,134	6,348	6,571	6,800	7,039	7,285	19440		
31	6,075	6,287	6,508	6,736	6,972	7,215	7,468	19825		
32	6,227	6,446	6,671	6,905	7,146	7,396	7,655	20210		
33	6,383	6,606	6,837	7,077	7,325	7,581	7,847	20595		
34	6,543	6,772	7,009	7,253	7,508	7,770	8,042	20980		
35	6,706	6,941	7,183	7,434	7,695	7,964	8,242	21365		
36	6,873	7,114	7,363	7,620	7,888	8,163	8,450	21750		
37	7,045	7,292	7,547	7,811	8,084	8,367	8,660	22135		
38	7,221	7,474	7,735	8,006	8,287	8,577	8,877	22520		
39	7,402	7,661	7,930	8,206	8,494	8,791	9,099	22905		
40	7,587	7,853	8,127	8,411	8,706	9,011	9,326	23290		
41	7,776	8,048	8,330	8,621	8,923	9,236	9,559	23675		
42	7,970	8,250	8,538	8,837	9,146	9,466	9,797	24060		
43	8,169	8,456	8,751	9,058	9,374	9,702	10,042	24445		
44	8,373	8,666	8,970	9,283	9,608	9,945	10,292	24830		
45	8,583	8,884	9,194	9,515	9,849	10,194	10,550	25215		
46	8,797	9,105	9,424	9,754	10,096	10,448	10,815	25600		
47	9,017	9,332	9,659	9,997	10,347	10,709	11,083	25985		
48	9,242	9,566	9,900	10,247	10,605	10,977	11,361	26370		

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FY 24-25 (10 Month B - 215 Days)									
Range	Α	В	С	D	E	F	G	375 pts	Max pts
1	2,864	2,965	3,068	3,175	3,287	3,402	3,520	8275	8275
2	2,936	3,039	3,144	3,254	3,368	3,486	3,608	8650	8660
3	3,009	3,114	3,223	3,335	3,453	3,574	3,699	9025	9045
4	3,083	3,191	3,303	3,419	3,538	3,662	3,790	9400	9430
5	3,160	3,270	3,385	3,504	3,626	3,754	3,884	9775	9815
6	3,240	3,354	3,471	3,591	3,717	3,847	3,982	10150	10200
7	3,320	3,436	3,557	3,681	3,810	3,943	4,081	10525	10585
8	3,403	3,523	3,647	3,773	3,906	4,042	4,183	10900	10970
9	3,488	3,611	3,737	3,868	4,002	4,143	4,288	11275	11355
10	3,576	3,702	3,831	3,965	4,103	4,247	4,396	11650	11740
11	3,665	3,793	3,926	4,063	4,205	4,353	4,505	12025	12125
12	3,757	3,888	4,024	4,165	4,311	4,461	4,618	12400	12510
13	3,849	3,985	4,124	4,268	4,418	4,573	4,733	12775	12895
14	3,945	4,084	4,227	4,375	4,528	4,687	4,850	13150	13280
15	4,044	4,185	4,332	4,484	4,640	4,804	4,970	13525	13665
16	4,145	4,289	4,440	4,595	4,756	4,924	5,095	13900	14050
17	4,248	4,396	4,550	4,710	4,875	5,046	5,222	14275	14435
18	4,354	4,507	4,665	4,829	4,997	5,172	5,354	14650	14820
19	4,464	4,620	4,781	4,949	5,122	5,301	5,488	15025	15205
20	4,575	4,735	4,901	5,072	5,251	5,435	5,623	15400	15590
21	4,690	4,855	5,025	5,200	5,382	5,570	5,765	15775	15975
22	4,807	4,976	5,150	5,330	5,517	5,709	5,909	16150	16360
23	4,927	5,100	5,277	5,462	5,653	5,852	6,056	16525	16745
24	5,050	5,226	5,410	5,599	5,796	5,999	6,208	16900	17130
25	5,177	5,358	5,546	5,740	5,942	6,149	6,365	17275	17515
26	5,306	5,493	5,684	5,883	6,089	6,302	6,523	17650	17900
27	5,439	5,629	5,826	6,030	6,241	6,459	6,685	18025	18285
28	5,575	5,771	5,972	6,182	6,397	6,622	6,853	18400	18670
29	5,715	5,915	6,123	6,336	6,559	6,787	7,026	18775	19055
30	5,858	6,063	6,275	6,495	6,722	6,958	7,201	19150	19440
31	6,006	6,215	6,433	6,659	6,891	7,132	7,382	19525	19825
32	6,156	6,371	6,594	6,825	7,064	7,311	7,567	19900	20210
33	6,310	6,530	6,759	6,996	7,241	7,494	7,757	20275	20595
34	6,468	6,693	6,928	7,170	7,422	7,681	7,950	20650	20980
35	6,629	6,861	7,100	7,349	7,606	7,872	8,148	21025	21365
36	6,794	7,033	7,278	7,533	7,797	8,069	8,353	21400	21750
37	6,964	7,208	7,460	7,721	7,992	8,271	8,560	21775	22135
38	7,138	7,388	7,646	7,914	8,192	8,478	8,774	22150	22520
39	7,317	7,572	7,839	8,112	8,397	8,690	8,995	22525	22905
40	7,499	7,762	8,034	8,315	8,606	8,908	9,219	22900	23290
41	7,687	7,956	8,234	8,522	8,821	9,130	9,448	23275	23675
42	7,878	8,155	8,441	8,735	9,041	9,357	9,685	23650	24060
43	8,075	8,359	8,650	8,954	9,267	9,591	9,927	24025	24445
44	8,277	8,566	8,867	9,176	9,497	9,831	10,173	24400	24830
45	8,484	8,781	9,088	9,406	9,736	10,077	10,428	24775	25215
46	8,697	9,000	9,316	9,642	9,980	10,328	10,691	25150	25600
47	8,913	9,225	9,548	9,883	10,229	10,587	10,956	25525	25985
48	9,136	9,455	9,787	10,129	10,484	10,851	11,231	25900	26370

FY 24-25 (10 Month A - 205 Days)									
Range	Α	В	С	D	E	F	G	375 pts	Max pts
1	2,731	2,826	2,925	3,028	3,134	3,244	3,357	8275	8275
2	2,799	2,897	2,998	3,103	3,211	3,324	3,440	8650	8660
3	2,868	2,969	3,073	3,180	3,293	3,408	3,526	9025	9045
4	2,940	3,043	3,149	3,260	3,374	3,491	3,614	9400	9430
5	3,013	3,118	3,228	3,341	3,457	3,579	3,704	9775	9815
6	3,089	3,198	3,309	3,424	3,545	3,669	3,797	10150	10200
7	3,166	3,276	3,392	3,511	3,632	3,760	3,891	10525	10585
8	3,245	3,359	3,476	3,598	3,724	3,854	3,988	10900	10970
9	3,326	3,443	3,564	3,687	3,817	3,951	4,089	11275	11355
10	3,410	3,529	3,653	3,780	3,913	4,049	4,191	11650	11740
11	3,495	3,617	3,743	3,874	4,010	4,151	4,295	12025	12125
12	3,581	3,707	3,837	3,971	4,111	4,253	4,403	12400	12510
13	3,671	3,800	3,932	4,070	4,212	4,361	4,512	12775	12895
14	3,763	3,894	4,030	4,172	4,317	4,469	4,625	13150	13280
15	3,856	3,990	4,131	4,275	4,425	4,581	4,740	13525	13665
16	3,953	4,090	4,233	4,382	4,535	4,694	4,858	13900	14050
17	4,050	4,191	4,338	4,491	4,648	4,810	4,980	14275	14435
18	4,152	4,298	4,448	4,604	4,764	4,932	5,104	14650	14820
19	4,256	4,405	4,558	4,720	4,884	5,055	5,233	15025	15205
20	4,363	4,515	4,673	4,837	5,006	5,182	5,362	15400	15590
21	4,472	4,629	4,791	4,957	5,132	5,311	5,497	15775	15975
22	4,584	4,744	4,910	5,082	5,260	5,444	5,634	16150	16360
23	4,698	4,862	5,033	5,208	5,391	5,579	5,774	16525	16745
24	4,815	4,984	5,159	5,339	5,526	5,719	5,919	16900	17130
25	4,936	5,109	5,288	5,473	5,665	5,863	6,068	17275	17515
26	5,059	5,237	5,420	5,610	5,806	6,009	6,220	17650	17900
27	5,186	5,368	5,555	5,750	5,951	6,159	6,374	18025	18285
28	5,316	5,502	5,695	5,895	6,100	6,314	6,535	18400	18670
29	5,449	5,641	5,837	6,041	6,254	6,472	6,698	18775	19055
30	5,586	5,781	5,983	6,193	6,410	6,634	6,866	19150	19440
31	5,726	5,926	6,134	6,348	6,571	6,800	7,039	19525	19825
32	5,869	6,075	6,287	6,508	6,735	6,971	7,215	19900	20210
33	6,016	6,226	6,444	6,671	6,904	7,145	7,396	20275	20595
34	6,167	6,382	6,607	6,837	7,076	7,324	7,580	20650	20980
35	6,320	6,541	6,770	7,007	7,252	7,506	7,768	21025	21365
36	6,478	6,705	6,939	7,182	7,434	7,694	7,964	21400	21750
37	6,640	6,873	7,113	7,362	7,619	7,887	8,162	21775	22135
38	6,806	7,044	7,291	7,546	7,810	8,084	8,366	22150	22520
39	6,977	7,221	7,474	7,735	8,006	8,286	8,576	22525	22905
40	7,150	7,401	7,660	7,928	8,206	8,493	8,790	22900	23290
41	7,329	7,586	7,851	8,125	8,411	8,706	9,010	23275	23675
42	7,512	7,775	8,048	8,329	8,621	8,922	9,234	23650	24060
43	7,700	7,970	8,248	8,537	8,835	9,145	9,465	24025	24445
44	7,892	8,167	8,455	8,750	9,056	9,373	9,700	24400	24830
45	8,090	8,373	8,666	8,969	9,283	9,608	9,944	24775	25215
46	8,292	8,582	8,883	9,193	9,516	9,847	10,193	25150	25600
47	8,499	8,795	9,105	9,423	9,752	10,094	10,447	25525	25985
48	8,711	9,016	9,331	9,657	9,996	10,346	10,709	25900	26370

	FY 24-25 Classified Hourly									
Range	Α	В	С	D	E	F	G	375 pts	Max pts	
1	16.65	17.24	17.84	18.46	19.11	19.78	20.47	8275	8275	
2	17.06	17.67	18.28	18.92	19.58	20.27	20.98	8650	8660	
3	17.49	18.11	18.74	19.39	20.07	20.78	21.50	9025	9045	
4	17.92	18.55	19.20	19.88	20.57	21.29	22.04	9400	9430	
5	18.37	19.01	19.69	20.37	21.08	21.83	22.58	9775	9815	
6	18.84	19.49	20.18	20.88	21.61	22.37	23.15	10150	10200	
7	19.30	19.98	20.69	21.40	22.14	22.93	23.73	10525	10585	
8	19.79	20.48	21.20	21.94	22.71	23.50	24.32	10900	10970	
9	20.28	20.99	21.73	22.49	23.28	24.09	24.93	11275	11355	
10	20.79	21.52	22.28	23.05	23.86	24.69	25.56	11650	11740	
11	21.31	22.05	22.83	23.62	24.45	25.31	26.19	12025	12125	
12	21.84	22.60	23.40	24.21	25.06	25.94	26.85	12400	12510	
13	22.38	23.16	23.97	24.82	25.68	26.58	27.52	12775	12895	
14	22.94	23.75	24.57	25.44	26.33	27.24	28.19	13150	13280	
15	23.51	24.34	25.18	26.07	26.98	27.93	28.90	13525	13665	
16	24.10	24.94	25.82	26.71	27.65	28.62	29.62	13900	14050	
17	24.69	25.56	26.46	27.39	28.35	29.34	30.37	14275	14435	
18	25.32	26.20	27.12	28.07	29.05	30.07	31.13	14650	14820	
19	25.95	26.86	27.80	28.77	29.78	30.82	31.91	15025	15205	
20	26.60	27.53	28.49	29.49	30.53	31.59	32.69	15400	15590	
21	27.26	28.22	29.21	30.23	31.29	32.39	33.52	15775	15975	
22	27.95	28.93	29.94	30.99	32.08	33.19	34.35	16150	16360	
23	28.64	29.65	30.68	31.76	32.86	34.02	35.21	16525	16745	
24	29.37	30.39	31.46	32.55	33.69	34.87	36.09	16900	17130	
25	30.10	31.15	32.24	33.37	34.55	35.75	37.01	17275	17515	
26	30.84	31.94	33.05	34.20	35.40	36.64	37.92	17650	17900	
27	31.62	32.73	33.87	35.06	36.28	37.56	38.87	18025	18285	
28	32.42	33.55	34.72	35.94	37.20	38.49	39.85	18400	18670	
29	33.23	34.39	35.60	36.83	38.13	39.46	40.85	18775	19055	
30	34.06	35.25	36.49	37.77	39.09	40.45	41.86	19150	19440	
31	34.91	36.14	37.40	38.71	40.07	41.46	42.92	19525	19825	
32	35.79	37.05	38.34	39.68	41.07	42.50	43.99	19900	20210	
33	36.69	37.96	39.30	40.68	42.10	43.56	45.09	20275	20595	
34	37.60	38.91	40.28	41.69	43.15	44.66	46.22	20650	20980	
35	38.54	39.89	41.28	42.73	44.22	45.77	47.37	21025	21365	
36	39.50	40.89	42.31	43.80	45.33	46.92	48.56	21400	21750	
37	40.48	41.91	43.37	44.89	46.46	48.08	49.77	21775	22135	
38	41.50	42.95	44.45	46.01	47.62	49.30	51.01	22150	22520	
39	42.54	44.03	45.57	47.16	48.82	50.52	52.30	22525	22905	
40	43.61	45.14	46.71	48.34	50.04	51.79	53.60	22900	23290	
41	44.69	46.26	47.87	49.55	51.29	53.08	54.94	23275	23675	
42	45.81	47.41	49.07	50.79	52.56	54.41	56.30	23650	24060	
43	46.95	48.59	50.29	52.05	53.88	55.76	57.71	24025	24445	
44	48.12	49.81	51.55	53.35	55.21	57.15	59.15	24400	24830	
45	49.33	51.05	52.84	54.68	56.60	58.59	60.63	24775	25215	
46	50.56	52.33	54.16	56.06	58.02	60.05	62.16	25150	25600	
47	51.82	53.63	55.51	57.46	59.47	61.55	63.70	25525	25985	
48	53.11	54.98	56.90	58.88	60.95	63.09	65.30	25900	26370	

			FY	25-26 (12 N	Nonth)			
Range	Α	В	С	D	E	F	G	Max pts
1	2,955	3,059	3,166	3,277	3,392	3,510	3,633	8275
2	3,029	3,135	3,244	3,358	3,475	3,597	3,723	8660
3	3,104	3,213	3,326	3,442	3,563	3,688	3,816	9045
4	3,181	3,293	3,408	3,527	3,651	3,778	3,911	9430
5	3,261	3,375	3,493	3,616	3,741	3,873	4,008	9815
6	3,343	3,460	3,581	3,706	3,836	3,970	4,109	10200
7	3,426	3,546	3,671	3,799	3,931	4,069	4,211	10585
8	3,512	3,635	3,762	3,893	4,030	4,171	4,316	10970
9	3,600	3,726	3,856	3,991	4,130	4,276	4,425	11355
10	3,690	3,820	3,953	4,091	4,234	4,382	4,536	11740
11	3,782	3,914	4,051	4,193	4,339	4,492	4,649	12125
12	3,876	4,012	4,152	4,298	4,448	4,603	4,765	12510
13	3,973	4,112	4,255	4,404	4,558	4,718	4,883	12895
14	4,072	4,215	4,361	4,514	4,672	4,836	5,004	13280
15	4,173	4,319	4,470	4,627	4,788	4,957	5,129	13665
16	4,277	4,426	4,581	4,742	4,908	5,080	5,258	14050
17	4,383	4,536	4,695	4,860	5,030	5,206	5,388	14435
18	4,493	4,651	4,814	4,982	5,156	5,337	5,524	14820
19	4,606	4,767	4,934	5,107	5,286	5,470	5,662	15205
20	4,721	4,886	5,057	5,234	5,418	5,607	5,803	15590
21	4,839	5,009	5,184	5,365	5,553	5,748	5,948	15975
22	4,960	5,134	5,314	5,500	5,693	5,891	6,098	16360
23	5,084	5,262	5,446	5,637	5,833	6,038	6,249	16745
24	5,211	5,393	5,583	5,777	5,980	6,189	6,406	17130
25	5,342	5,529	5,722	5,923	6,131	6,345	6,567	17515
26	5,475	5,667	5,865	6,071	6,283	6,502	6,731	17900
27	5,612	5,809	6,012	6,222	6,440	6,665	6,898	18285
28	5,753	5,955	6,162	6,379	6,601	6,832	7,072	18670
29	5,897	6,104	6,318	6,538	6,768	7,004	7,249	19055
30	6,045	6,257	6,475	6,703	6,936	7,180	7,430	19440
31	6,197	6,413	6,638	6,870	7,111	7,359	7,617	19825
32	6,352	6,574	6,804	7,043	7,288	7,544	7,808	20210
33	6,511	6,738	6,974	7,219	7,472	7,732	8,004	20595
34	6,673	6,907	7,149	7,399	7,658	7,925	8,203	20980
35	6,840	7,079	7,326	7,583	7,848	8,124	8,407	21365
36	7,011	7,257	7,510	7,773	8,045	8,327	8,619	21750
37	7,186	7,438	7,698	7,967	8,246	8,534	8,833	22135
38	7,365	7,623	7,890	8,166	8,452	8,748	9,054	22520
39	7,550	7,814	8,088	8,371	8,664	8,967	9,281	22905
40	7,738	8,010	8,290	8,580	8,880	9,191	9,513	23290
41	7,932	8,209	8,496	8,794	9,102	9,421	9,750	23675
42	8,130	8,415	8,709	9,014	9,329	9,656	9,993	24060
43	8,333	8,625	8,926	9,239	9,561	9,896	10,242	24445
44	8,541	8,839	9,149	9,469	9,800	10,143	10,498	24830
45	8,754	9,061	9,378	9,706	10,046	10,398	10,761	25215
46	8,973	9,288	9,613	9,949	10,298	10,657	11,031	25600
47	9,197	9,519	9,852	10,197	10,554	10,924	11,305	25985
48	9,427	9,757	10,098	10,452	10,817	11,196	11,589	26370

			FY 25	-26 (10 Mo	nth B - 215	Days)			
Range	Α	В	С	D	E	F	G	375 pts	Max pts
1	2,921	3,024	3,129	3,239	3,353	3,470	3,590	8275	8275
2	2,995	3,100	3,207	3,319	3,435	3,556	3,680	8650	8660
3	3,069	3,176	3,287	3,402	3,522	3,645	3,773	9025	9045
4	3,145	3,255	3,369	3,487	3,609	3,735	3,866	9400	9430
5	3,223	3,335	3,453	3,574	3,699	3,829	3,962	9775	9815
6	3,305	3,421	3,540	3,663	3,791	3,924	4,062	10150	10200
7	3,386	3,505	3,628	3,755	3,886	4,022	4,163	10525	10585
8	3,471	3,593	3,720	3,848	3,984	4,123	4,267	10900	10970
9	3,558	3,683	3,812	3,945	4,082	4,226	4,374	11275	11355
10	3,648	3,776	3,908	4,044	4,185	4,332	4,484	11650	11740
11	3,738	3,869	4,005	4,144	4,289	4,440	4,595	12025	12125
12	3,832	3,966	4,104	4,248	4,397	4,550	4,710	12400	12510
13	3,926	4,065	4,206	4,353	4,506	4,664	4,828	12775	12895
14	4,024	4,166	4,312	4,463	4,619	4,781	4,947	13150	13280
15	4,125	4,269	4,419	4,574	4,733	4,900	5,069	13525	13665
16	4,228	4,375	4,529	4,687	4,851	5,022	5,197	13900	14050
17	4,333	4,484	4,641	4,804	4,973	5,147	5,326	14275	14435
18	4,441	4,597	4,758	4,926	5,097	5,275	5,461	14650	14820
19	4,553	4,712	4,877	5,048	5,224	5,407	5,598	15025	15205
20	4,667	4,830	4,999	5,173	5,356	5,544	5,735	15400	15590
21	4,784	4,952	5,126	5,304	5,490	5,681	5,880	15775	15975
22	4,903	5,076	5,253	5,437	5,627	5,823	6,027	16150	16360
23	5,026	5,202	5,383	5,571	5,766	5,969	6,177	16525	16745
24	5,151	5,331	5,518	5,711	5,912	6,119	6,332	16900	17130
25	5,281	5,465	5,657	5,855	6,061	6,272	6,492	17275	17515
26	5,412	5,603	5,798	6,001	6,211	6,428	6,653	17650	17900
27	5,548	5,742	5,943	6,151	6,366	6,588	6,819	18025	18285
28	5,687	5,886	6,091	6,306	6,525	6,754	6,990	18400	18670
29	5,829	6,033	6,245	6,463	6,690	6,923	7,167	18775	19055
30	5,975	6,184	6,401	6,625	6,856	7,097	7,345	19150	19440
31	6,126	6,339	6,562	6,792	7,029	7,275	7,530	19525	19825
32	6,279	6,498	6,726	6,962	7,205	7,457	7,718	19900	20210
33	6,436	6,661	6,894	7,136	7,386	7,644	7,912	20275	20595
34	6,597	6,827	7,067	7,313	7,570	7,835	8,109	20650	20980
35	6,762	6,998	7,242	7,496	7,758	8,029	8,311	21025	21365
36	6,930	7,174	7,424	7,684	7,953	8,230	8,520	21400	21750
37	7,103	7,352	7,609	7,875	8,152	8,436	8,731	21775	22135
38	7,281	7,536	7,799	8,072	8,356	8,648	8,949	22150	22520
39	7,463	7,723	7,996	8,274	8,565	8,864	9,175	22525	22905
40	7,649	7,917	8,195	8,481	8,778	9,086	9,403	22900	23290
41	7,841	8,115	8,399	8,692	8,997	9,313	9,637	23275	23675
42	8,036	8,318	8,610	8,910	9,222	9,544	9,879	23650	24060
43	8,237	8,526	8,823	9,133	9,452	9,783	10,126	24025	24445
44	8,443	8,737	9,044	9,360	9,687	10,028	10,376	24400	24830
45	8,654	8,957	9,270	9,594	9,931	10,279	10,637	24775	25215
46	8,871	9,180	9,502	9,835	10,180	10,535	10,905	25150	25600
47	9,091	9,410	9,739	10,081	10,434	10,799	11,175	25525	25985
48	9,319	9,644	9,983	10,332	10,694	11,068	11,456	25900	26370

			FY 25	-26 (10 Mo	nth A - 205	Days)			
Range	Α	В	С	D	E	F	G	375 pts	Max pts
1	2,786	2,883	2,984	3,089	3,197	3,309	3,424	8275	8275
2	2,855	2,955	3,058	3,165	3,275	3,390	3,509	8650	8660
3	2,925	3,028	3,134	3,244	3,359	3,476	3,597	9025	9045
4	2,999	3,104	3,212	3,325	3,441	3,561	3,686	9400	9430
5	3,073	3,180	3,293	3,408	3,526	3,651	3,778	9775	9815
6	3,151	3,262	3,375	3,492	3,616	3,742	3,873	10150	10200
7	3,229	3,342	3,460	3,581	3,705	3,835	3,969	10525	10585
8	3,310	3,426	3,546	3,670	3,798	3,931	4,068	10900	10970
9	3,393	3,512	3,635	3,761	3,893	4,030	4,171	11275	11355
10	3,478	3,600	3,726	3,856	3,991	4,130	4,275	11650	11740
11	3,565	3,689	3,818	3,951	4,090	4,234	4,381	12025	12125
12	3,653	3,781	3,914	4,050	4,193	4,338	4,491	12400	12510
13	3,744	3,876	4,011	4,151	4,296	4,448	4,602	12775	12895
14	3,838	3,972	4,111	4,255	4,403	4,558	4,718	13150	13280
15	3,933	4,070	4,214	4,361	4,514	4,673	4,835	13525	13665
16	4,032	4,172	4,318	4,470	4,626	4,788	4,955	13900	14050
17	4,131	4,275	4,425	4,581	4,741	4,906	5,080	14275	14435
18	4,235	4,384	4,537	4,696	4,859	5,031	5,206	14650	14820
19	4,341	4,493	4,649	4,814	4,982	5,156	5,338	15025	15205
20	4,450	4,605	4,766	4,934	5,106	5,286	5,469	15400	15590
21	4,561	4,722	4,887	5,056	5,235	5,417	5,607	15775	15975
22	4,676	4,839	5,008	5,184	5,365	5,553	5,747	16150	16360
23	4,792	4,959	5,134	5,312	5,499	5,691	5,889	16525	16745
24	4,911	5,084	5,262	5,446	5,637	5,833	6,037	16900	17130
25	5,035	5,211	5,394	5,582	5,778	5,980	6,189	17275	17515
26	5,160	5,342	5,528	5,722	5,922	6,129	6,344	17650	17900
27	5,290	5,475	5,666	5,865	6,070	6,282	6,501	18025	18285
28	5,422	5,612	5,809	6,013	6,222	6,440	6,666	18400	18670
29	5,558	5,754	5,954	6,162	6,379	6,601	6,832	18775	19055
30	5,698	5,897	6,103	6,317	6,538	6,767	7,003	19150	19440
31	5,841	6,045	6,257	6,475	6,702	6,936	7,180	19525	19825
32	5,986	6,197	6,413	6,638	6,870	7,110	7,359	19900	20210
33	6,136	6,351	6,573	6,804	7,042	7,288	7,544	20275	20595
34	6,290	6,510	6,739	6,974	7,218	7,470	7,732	20650	20980
35	6,446	6,672	6,905	7,147	7,397	7,656	7,923	21025	21365
36	6,608	6,839	7,078	7,326	7,583	7,848	8,123	21400	21750
37	6,773	7,010	7,255	7,509	7,771	8,045	8,325	21775	22135
38	6,942	7,185	7,437	7,697	7,966	8,246	8,533	22150	22520
39	7,117	7,365	7,623	7,890	8,166	8,452	8,748	22525	22905
40	7,293	7,549	7,813	8,087	8,370	8,663	8,966	22900	23290
41	7,476	7,738	8,008	8,288	8,579	8,880	9,190	23275	23675
42	7,662	7,931	8,209	8,496	8,793	9,100	9,419	23650	24060
43	7,854	8,129	8,413	8,708	9,012	9,328	9,654	24025	24445
44	8,050	8,330	8,624	8,925	9,237	9,560	9,894	24400	24830
45	8,252	8,540	8,839	9,148	9,469	9,800	10,143	24775	25215
46	8,458	8,754	9,061	9,377	9,706	10,044	10,397	25150	25600
47	8,669	8,971	9,287	9,611	9,947	10,296	10,656	25525	25985
48	8,885	9,196	9,518	9,850	10,196	10,553	10,923	25900	26370

			FY	25-26 Clas	sified Hour	ly			
Range	А	В	С	D	E	F	G	375 pts	Max pts
1	16.98	17.58	18.20	18.83	19.49	20.18	20.88	8275	8275
2	17.40	18.02	18.65	19.30	19.97	20.68	21.40	8650	8660
3	17.84	18.47	19.11	19.78	20.47	21.20	21.93	9025	9045
4	18.28	18.92	19.58	20.28	20.98	21.72	22.48	9400	9430
5	18.74	19.39	20.08	20.78	21.50	22.27	23.03	9775	9815
6	19.22	19.88	20.58	21.30	22.04	22.82	23.61	10150	10200
7	19.69	20.38	21.10	21.83	22.58	23.39	24.20	10525	10585
8	20.19	20.89	21.62	22.38	23.16	23.97	24.81	10900	10970
9	20.69	21.41	22.16	22.94	23.75	24.57	25.43	11275	11355
10	21.21	21.95	22.73	23.51	24.34	25.18	26.07	11650	11740
11	21.74	22.49	23.29	24.09	24.94	25.82	26.71	12025	12125
12	22.28	23.05	23.87	24.69	25.56	26.46	27.39	12400	12510
13	22.83	23.62	24.45	25.32	26.19	27.11	28.07	12775	12895
14	23.40	24.23	25.06	25.95	26.86	27.78	28.75	13150	13280
15	23.98	24.83	25.68	26.59	27.52	28.49	29.48	13525	13665
16	24.58	25.44	26.34	27.24	28.20	29.19	30.21	13900	14050
17	25.18	26.07	26.99	27.94	28.92	29.93	30.98	14275	14435
18	25.83	26.72	27.66	28.63	29.63	30.67	31.75	14650	14820
19	26.47	27.40	28.36	29.35	30.38	31.44	32.55	15025	15205
20	27.13	28.08	29.06	30.08	31.14	32.22	33.34	15400	15590
21	27.81	28.78	29.79	30.83	31.92	33.04	34.19	15775	15975
22	28.51	29.51	30.54	31.61	32.72	33.85	35.04	16150	16360
23	29.21	30.24	31.29	32.40	33.52	34.70	35.91	16525	16745
24	29.96	31.00	32.09	33.20	34.36	35.57	36.81	16900	17130
25	30.70	31.77	32.88	34.04	35.24	36.47	37.75	17275	17515
26	31.46	32.58	33.71	34.88	36.11	37.37	38.68	17650	17900
27	32.25	33.38	34.55	35.76	37.01	38.31	39.65	18025	18285
28	33.07	34.22	35.41	36.66	37.94	39.26	40.65	18400	18670
29	33.89	35.08	36.31	37.57	38.89	40.25	41.67	18775	19055
30	34.74	35.96	37.22	38.53	39.87	41.26	42.70	19150	19440
31	35.61	36.86	38.15	39.48	40.87	42.29	43.78	19525	19825
32	36.51	37.79	39.11	40.47	41.89	43.35	44.87	19900	20210
33	37.42	38.72	40.09	41.49	42.94	44.43	45.99	20275	20595
34	38.35	39.69	41.09	42.52	44.01	45.55	47.14	20650	20980
35	39.31	40.69	42.11	43.58	45.10	46.69	48.32	21025	21365
36	40.29	41.71	43.16	44.68	46.24	47.86	49.53	21400	21750
37	41.29	42.75	44.24	45.79	47.39	49.04	50.77	21775	22135
38	42.33	43.81	45.34	46.93	48.57	50.29	52.03	22150	22520
39	43.39	44.91	46.48	48.10	49.80	51.53	53.35	22525	22905
40	44.48	46.04	47.64	49.31	51.04	52.83	54.67	22900	23290
41	45.58	47.19	48.83	50.54	52.32	54.14	56.04	23275	23675
42	46.73	48.36	50.05	51.81	53.61	55.50	57.43	23650	24060
43	47.89	49.56	51.30	53.09	54.96	56.88	58.86	24025	24445
44	49.08	50.81	52.58	54.42	56.31	58.29	60.33	24400	24830
45	50.32	52.07	53.90	55.77	57.73	59.76	61.84	24775	25215
46	51.57	53.38	55.24	57.18	59.18	61.25	63.40	25150	25600
47	52.86	54.70	56.62	58.61	60.66	62.78	64.97	25525	25985
48	54.17	56.08	58.04	60.06	62.17	64.35	66.61	25900	26370

			FY	26-27 (12 N	Nonth)			
Range	Α	В	С	D	E	F	G	Max pts
1	2,985	3,090	3,198	3,310	3,426	3,545	3,669	8275
2	3,059	3,166	3,276	3,392	3,510	3,633	3,760	8660
3	3,135	3,245	3,359	3,476	3,599	3,725	3,854	9045
4	3,213	3,326	3,442	3,562	3,688	3,816	3,950	9430
5	3,294	3,409	3,528	3,652	3,778	3,912	4,048	9815
6	3,376	3,495	3,617	3,743	3,874	4,010	4,150	10200
7	3,460	3,581	3,708	3,837	3,970	4,110	4,253	10585
8	3,547	3,671	3,800	3,932	4,070	4,213	4,359	10970
9	3,636	3,763	3,895	4,031	4,171	4,319	4,469	11355
10	3,727	3,858	3,993	4,132	4,276	4,426	4,581	11740
11	3,820	3,953	4,092	4,235	4,382	4,537	4,695	12125
12	3,915	4,052	4,194	4,341	4,492	4,649	4,813	12510
13	4,013	4,153	4,298	4,448	4,604	4,765	4,932	12895
14	4,113	4,257	4,405	4,559	4,719	4,884	5,054	13280
15	4,215	4,362	4,515	4,673	4,836	5,007	5,180	13665
16	4,320	4,470	4,627	4,789	4,957	5,131	5,311	14050
17	4,427	4,581	4,742	4,909	5,080	5,258	5,442	14435
18	4,538	4,698	4,862	5,032	5,208	5,390	5,579	14820
19	4,652	4,815	4,983	5,158	5,339	5,525	5,719	15205
20	4,768	4,935	5,108	5,286	5,472	5,663	5,861	15590
21	4,887	5,059	5,236	5,419	5,609	5,805	6,007	15975
22	5,010	5,185	5,367	5,555	5,750	5,950	6,159	16360
23	5,135	5,315	5,500	5,693	5,891	6,098	6,311	16745
24	5,263	5,447	5,639	5,835	6,040	6,251	6,470	17130
25	5,395	5,584	5,779	5,982	6,192	6,408	6,633	17515
26	5,530	5,724	5,924	6,132	6,346	6,567	6,798	17900
27	5,668	5,867	6,072	6,284	6,504	6,732	6,967	18285
28	5,811	6,015	6,224	6,443	6,667	6,900	7,143	18670
29	5,956	6,165	6,381	6,603	6,836	7,074	7,321	19055
30	6,105	6,320	6,540	6,770	7,005	7,252	7,504	19440
31	6,259	6,477	6,704	6,939	7,182	7,433	7,693	19825
32	6,416	6,640	6,872	7,113	7,361	7,619	7,886	20210
33	6,576	6,805	7,044	7,291	7,547	7,809	8,084	20595
34	6,740	6,976	7,220	7,473	7,735	8,004	8,285	20980
35	6,908	7,150	7,399	7,659	7,926	8,205	8,491	21365
36	7,081	7,330	7,585	7,851	8,125	8,410	8,705	21750
37	7,258	7,512	7,775	8,047	8,328	8,619	8,921	22135
38	7,439	7,699	7,969	8,248	8,537	8,835	9,145	22520
39	7,626	7,892	8,169	8,455	8,751	9,057	9,374	22905
40	7,815	8,090	8,373	8,666	8,969	9,283	9,608	23290
41	8,011	8,291	8,581	8,882	9,193	9,515	9,848	23675
42	8,211	8,499	8,796	9,104	9,422	9,753	10,093	24060
43	8,416	8,711	9,015	9,331	9,657	9,995	10,344	24445
44	8,626	8,927	9,240	9,564	9,898	10,244	10,603	24830
45	8,842	9,152	9,472	9,803	10,146	10,502	10,869	25215
46	9,063	9,381	9,709	10,048	10,401	10,764	11,141	25600
47	9,289	9,614	9,951	10,299	10,660	11,033	11,418	25985
48	9,521	9,855	10,199	10,557	10,925	11,308	11,705	26370

			FY 26-	-27 (10 Mo	nth B - 215	Days)			
Range	Α	В	С	D	E	F	G	375 pts	Max pts
1	2,950	3,054	3,160	3,271	3,387	3,505	3,626	8275	8275
2	3,025	3,131	3,239	3,352	3,469	3,592	3,717	8650	8660
3	3,100	3,208	3,320	3,436	3,557	3,681	3,811	9025	9045
4	3,176	3,288	3,403	3,522	3,645	3,772	3,905	9400	9430
5	3,255	3,368	3,488	3,610	3,736	3,867	4,002	9775	9815
6	3,338	3,455	3,575	3,700	3,829	3,963	4,103	10150	10200
7	3,420	3,540	3,664	3,793	3,925	4,062	4,205	10525	10585
8	3,506	3,629	3,757	3,886	4,024	4,164	4,310	10900	10970
9	3,594	3,720	3,850	3,984	4,123	4,268	4,418	11275	11355
10	3,684	3,814	3,947	4,084	4,227	4,375	4,529	11650	11740
11	3,775	3,908	4,045	4,185	4,332	4,484	4,641	12025	12125
12	3,870	4,006	4,145	4,290	4,441	4,596	4,757	12400	12510
13	3,965	4,106	4,248	4,397	4,551	4,711	4,876	12775	12895
14	4,064	4,208	4,355	4,508	4,665	4,829	4,996	13150	13280
15	4,166	4,312	4,463	4,620	4,780	4,949	5,120	13525	13665
16	4,270	4,419	4,574	4,734	4,900	5,072	5,249	13900	14050
17	4,376	4,529	4,687	4,852	5,023	5,198	5,379	14275	14435
18	4,485	4,643	4,806	4,975	5,148	5,328	5,516	14650	14820
19	4,599	4,759	4,926	5,098	5,276	5,461	5,654	15025	15205
20	4,714	4,878	5,049	5,225	5,410	5,599	5,792	15400	15590
21	4,832	5,002	5,177	5,357	5,545	5,738	5,939	15775	15975
22	4,952	5,127	5,306	5,491	5,683	5,881	6,087	16150	16360
23	5,076	5,254	5,437	5,627	5,824	6,029	6,239	16525	16745
24	5,203	5,384	5,573	5,768	5,971	6,180	6,395	16900	17130
25	5,334	5,520	5,714	5,914	6,122	6,335	6,557	17275	17515
26	5,466	5,659	5,856	6,061	6,273	6,492	6,720	17650	17900
27	5,603	5,799	6,002	6,213	6,430	6,654	6,887	18025	18285
28	5,744	5,945	6,152	6,369	6,590	6,822	7,060	18400	18670
29	5,887	6,093	6,307	6,528	6,757	6,992	7,239	18775	19055
30	6,035	6,246	6,465	6,691	6,925	7,168	7,418	19150	19440
31	6,187	6,402	6,628	6,860	7,099	7,348	7,605	19525	19825
32	6,342	6,563	6,793	7,032	7,277	7,532	7,795	19900	20210
33	6,500	6,728	6,963	7,207	7,460	7,720	7,991	20275	20595
34	6,663	6,895	7,138	7,386	7,646	7,913	8,190	20650	20980
35	6,830	7,068	7,314	7,571	7,836	8,109	8,394	21025	21365
36	6,999	7,246	7,498	7,761	8,033	8,312	8,605	21400	21750
37	7,174	7,426	7,685	7,954	8,234	8,520	8,818	21775	22135
38	7,354	7,611	7,877	8,153	8,440	8,734	9,038	22150	22520
39	7,538	7,800	8,076	8,357	8,651	8,953	9,267	22525	22905
40	7,725	7,996	8,277	8,566	8,866	9,177	9,497	22900	23290
41	7,919	8,196	8,483	8,779	9,087	9,406	9,733	23275	23675
42	8,116	8,401	8,696	8,999	9,314	9,639	9,978	23650	24060
43	8,319	8,611	8,911	9,224	9,547	9,881	10,227	24025	24445
44	8,527	8,824	9,134	9,454	9,784	10,128	10,480	24400	24830
45	8,741	9,047	9,363	9,690	10,030	10,382	10,743	24775	25215
46	8,960	9,272	9,597	9,933	10,282	10,640	11,014	25150	25600
47	9,182	9,504	9,836	10,182	10,538	10,907	11,287	25525	25985
48	9,412	9,740	10,083	10,435	10,801	11,179	11,571	25900	26370

			FY 26	-27 (10 Mo	nth A - 205	Days)			
Range	Α	В	С	D	E	F	G	375 pts	Max pts
1	2,814	2,912	3,014	3,120	3,229	3,342	3,458	8275	8275
2	2,884	2,985	3,089	3,197	3,308	3,424	3,544	8650	8660
3	2,954	3,058	3,165	3,276	3,393	3,511	3,633	9025	9045
4	3,029	3,135	3,244	3,358	3,475	3,597	3,723	9400	9430
5	3,104	3,212	3,326	3,442	3,561	3,688	3,816	9775	9815
6	3,183	3,295	3,409	3,527	3,652	3,779	3,912	10150	10200
7	3,261	3,375	3,495	3,617	3,742	3,873	4,009	10525	10585
8	3,343	3,460	3,581	3,707	3,836	3,970	4,109	10900	10970
9	3,427	3,547	3,671	3,799	3,932	4,070	4,213	11275	11355
10	3,513	3,636	3,763	3,895	4,031	4,171	4,318	11650	11740
11	3,601	3,726	3,856	3,991	4,131	4,276	4,425	12025	12125
12	3,690	3,819	3,953	4,091	4,235	4,381	4,536	12400	12510
13	3,781	3,915	4,051	4,193	4,339	4,492	4,648	12775	12895
14	3,876	4,012	4,152	4,298	4,447	4,604	4,765	13150	13280
15	3,972	4,111	4,256	4,405	4,559	4,720	4,883	13525	13665
16	4,072	4,214	4,361	4,515	4,672	4,836	5,005	13900	14050
17	4,172	4,318	4,469	4,627	4,788	4,955	5,131	14275	14435
18	4,277	4,428	4,582	4,743	4,908	5,081	5,258	14650	14820
19	4,384	4,538	4,695	4,862	5,032	5,208	5,391	15025	15205
20	4,495	4,651	4,814	4,983	5,157	5,339	5,524	15400	15590
21	4,607	4,769	4,936	5,107	5,287	5,471	5,663	15775	15975
22	4,723	4,887	5,058	5,236	5,419	5,609	5,804	16150	16360
23	4,840	5,009	5,185	5,365	5,554	5,748	5,948	16525	16745
24	4,960	5,135	5,315	5,500	5,693	5,891	6,097	16900	17130
25	5,085	5,263	5,448	5,638	5,836	6,040	6,251	17275	17515
26	5,212	5,395	5,583	5,779	5,981	6,190	6,407	17650	17900
27	5,343	5,530	5,723	5,924	6,131	6,345	6,566	18025	18285
28	5,476	5,668	5,867	6,073	6,284	6,504	6,733	18400	18670
29	5,614	5,812	6,014	6,224	6,443	6,667	6,900	18775	19055
30	5,755	5,956	6,164	6,380	6,603	6,835	7,073	19150	19440
31	5,899	6,105	6,320	6,540	6,769	7,005	7,252	19525	19825
32	6,046	6,259	6,477	6,704	6,939	7,181	7,433	19900	20210
33	6,197	6,415	6,639	6,872	7,112	7,361	7,619	20275	20595
34	6,353	6,575	6,806	7,044	7,290	7,545	7,809	20650	20980
35	6,510	6,739	6,974	7,218	7,471	7,733	8,002	21025	21365
36	6,674	6,907	7,149	7,399	7,659	7,926	8,204	21400	21750
37	6,841	7,080	7,328	7,584	7,849	8,125	8,408	21775	22135
38	7,011	7,257	7,511	7,774	8,046	8,328	8,618	22150	22520
39	7,188	7,439	7,699	7,969	8,248	8,537	8,835	22525	22905
40	7,366	7,624	7,891	8,168	8,454	8,750	9,056	22900	23290
41	7,551	7,815	8,088	8,371	8,665	8,969	9,282	23275	23675
42	7,739	8,010	8,291	8,581	8,881	9,191	9,513	23650	24060
43	7,933	8,210	8,497	8,795	9,102	9,421	9,751	24025	24445
44	8,131	8,413	8,710	9,014	9,329	9,656	9,993	24400	24830
45	8,335	8,625	8,927	9,239	9,564	9,898	10,244	24775	25215
46	8,543	8,842	9,152	9,471	9,803	10,144	10,501	25150	25600
47	8,756	9,061	9,380	9,707	10,046	10,399	10,763	25525	25985
48	8,974	9,288	9,613	9,949	10,298	10,659	11,032	25900	26370

			FY	26-27 Clas	sified Hour	ly			
Range	А	В	С	D	E	F	G	375 pts	Max pts
1	17.15	17.76	18.38	19.02	19.68	20.38	21.09	8275	8275
2	17.57	18.20	18.84	19.49	20.17	20.89	21.61	8650	8660
3	18.02	18.65	19.30	19.98	20.67	21.41	22.15	9025	9045
4	18.46	19.11	19.78	20.48	21.19	21.94	22.70	9400	9430
5	18.93	19.58	20.28	20.99	21.72	22.49	23.26	9775	9815
6	19.41	20.08	20.79	21.51	22.26	23.05	23.85	10150	10200
7	19.89	20.58	21.31	22.05	22.81	23.62	24.44	10525	10585
8	20.39	21.10	21.84	22.60	23.39	24.21	25.06	10900	10970
9	20.90	21.62	22.38	23.17	23.99	24.82	25.68	11275	11355
10	21.42	22.17	22.96	23.75	24.58	25.43	26.33	11650	11740
11	21.96	22.71	23.52	24.33	25.19	26.08	26.98	12025	12125
12	22.50	23.28	24.11	24.94	25.82	26.72	27.66	12400	12510
13	23.06	23.86	24.69	25.57	26.45	27.38	28.35	12775	12895
14	23.63	24.47	25.31	26.21	27.13	28.06	29.04	13150	13280
15	24.22	25.08	25.94	26.86	27.80	28.77	29.77	13525	13665
16	24.83	25.69	26.60	27.51	28.48	29.48	30.51	13900	14050
17	25.43	26.33	27.26	28.22	29.21	30.23	31.29	14275	14435
18	26.09	26.99	27.94	28.92	29.93	30.98	32.07	14650	14820
19	26.73	27.67	28.64	29.64	30.68	31.75	32.88	15025	15205
20	27.40	28.36	29.35	30.38	31.45	32.54	33.67	15400	15590
21	28.09	29.07	30.09	31.14	32.24	33.37	34.53	15775	15975
22	28.80	29.81	30.85	31.93	33.05	34.19	35.39	16150	16360
23	29.50	30.54	31.60	32.72	33.86	35.05	36.27	16525	16745
24	30.26	31.31	32.41	33.53	34.70	35.93	37.18	16900	17130
25	31.01	32.09	33.21	34.38	35.59	36.83	38.13	17275	17515
26	31.77	32.91	34.05	35.23	36.47	37.74	39.07	17650	17900
27	32.57	33.71	34.90	36.12	37.38	38.69	40.05	18025	18285
28	33.40	34.56	35.76	37.03	38.32	39.65	41.06	18400	18670
29	34.23	35.43	36.67	37.95	39.28	40.65	42.09	18775	19055
30	35.09	36.32	37.59	38.92	40.27	41.67	43.13	19150	19440
31	35.97	37.23	38.53	39.87	41.28	42.71	44.22	19525	19825
32	36.88	38.17	39.50	40.87	42.31	43.78	45.32	19900	20210
33	37.79	39.11	40.49	41.90	43.37	44.87	46.45	20275	20595
34	38.73	40.09	41.50	42.95	44.45	46.01	47.61	20650	20980
35	39.70	41.10	42.53	44.02	45.55	47.16	48.80	21025	21365
36	40.69	42.13	43.59	45.13	46.70	48.34	50.03	21400	21750
37	41.70	43.18	44.68	46.25	47.86	49.53	51.28	21775	22135
38	42.75	44.25	45.79	47.40	49.06	50.79	52.55	22150	22520
39	43.82	45.36	46.94	48.58	50.30	52.05	53.88	22525	22905
40	44.92	46.50	48.12	49.80	51.55	53.36	55.22	22900	23290
41	46.04	47.66	49.32	51.05	52.84	54.68	56.60	23275	23675
42	47.20	48.84	50.55	52.33	54.15	56.06	58.00	23650	24060
43	48.37	50.06	51.81	53.62	55.51	57.45	59.45	24025	24445
44	49.57	51.32	53.11	54.96	56.87	58.87	60.93	24400	24830
45	50.82	52.59	54.44	56.33	58.31	60.36	62.46	24775	25215
46	52.09	53.91	55.79	57.75	59.77	61.86	64.03	25150	25600
47	53.39	55.25	57.19	59.20	61.27	63.41	65.62	25525	25985
48	54.71	56.64	58.62	60.66	62.79	64.99	67.28	25900	26370

Effective July 1 of the ninth (9th) year of consecutive service, a longevity increase of two and one-half (2.5%) will be added to the employee's base salary

Effective July 1 of the thirteenth (13th) year of consecutive service, a longevity increase of five percent (5%) will be added to the employee's base salary.

Effective July 1 of the seventeenth (17th) year of consecutive service, a longevity increase of seven and one-half percent (7.5%) will be added to the employee's base salary.

Effective July of the twenty-first (21st) year of consecutive service, a longevity increase of ten percent (10%) will be added to the employee's base salary.

Effective July of the twenty-fifth (25th) year of consecutive service, a longevity increase of twelve and one-half percent (12.5%) will be added to the employee's base salary.

Commencing July 1, 2024, effective July of the twenty-ninth (29th) year of consecutive service, a longevity increase of fifteen percent (15.0%) will be added to the employee's base salary.

## **APPENDIX C2**

		Permane	ent Intermitte	nt Salary Sche	edule	
	2022	July 1, 2022 (6%)	July 1, 2024 (2%)	July 1, 2025 (2%)	July 1, 2026 (1%)	
Step	A	А	А	А	А	Point Factor
1	\$15.60	\$16.54	\$16.87	\$17.21	\$17.38	5275
2	\$16.00	\$16.96	\$17.30	\$17.65	\$17.83	5775
3	\$16.39	\$17.37	\$17.72	\$18.07	\$18.25	6275
4	\$16.80	\$17.81	\$18.17	\$18.53	\$18.72	6775
5	\$17.22	\$18.25	\$18.62	\$18.99	\$19.18	7275
6	\$17.65	\$18.71	\$19.08	\$19.46	\$19.65	7999

\*Permanent Intermittent Employees are not eligible for longevity increases

-				dule for 2016-			
Range	Α	В	С	D	Ε	F	G
18	\$3,675	\$3,804	\$3,937	\$4,075	\$4,217	\$4,365	\$4,518
Daily Rate For	mula: Salary ti	mes 12 months	s, divided by 2	61 days			
Daily Rate	\$168.97	\$174.90	\$181.01	\$187.36	\$193.89	\$200.69	\$207.72
	9 · ·	Base Salary ti	imes 1.025				
	3,675 times 1.0		<u> </u>	n	D	Б	
Range	A	B	<u>C</u>	D	E	F	G
18	\$3,766.88	\$3,899.10	\$4,035.43	\$4,176.88	\$4,322.43	\$4,474.13	\$4,630.95
Daily Rate For	mula: Salary ti	mes 12 months	s, divided by 2	61 days			
Daily Rate	\$173.19	\$179.27	\$185.54	\$192.04	\$198.73	\$205.71	\$212.92
0 month Calc	ulation-Calen	dar 1 Danga	10 01 1				
		luar A, Kange	18, Step A:				
Daily Rate, \$16	58.97 times nur	nber of days to	work for the f	•	•	alary of \$34,63	38.85
Daily Rate, \$16 Annual Salary,	58.97 times nur \$34,638.85 div	nber of days to	work for the f	•	•	alary of \$34,63	38.85
Daily Rate, \$16 Annual Salary, Daily Rate	58.97 times nur \$34,638.85 div <i>\$168.97</i>	nber of days to	work for the f	•	•	alary of \$34,63	38.85
Daily Rate, \$16 Annual Salary, Daily Rate Annual Salary	58.97 times nur \$34,638.85 div <b>\$168.97</b> \$34,638.85	nber of days to	work for the f	•	•	alary of \$34,63	38.85
Daily Rate, \$16 Annual Salary, Daily Rate Annual Salary Monthly salary	58.97 times nur \$34,638.85 div <b>\$168.97</b> \$34,638.85	nber of days to	work for the f	•	•	alary of \$34,63	38.85
Daily Rate, \$16 Annual Salary, Daily Rate Annual Salary Monthly salary	58.97 times nur \$34,638.85 div <b>\$168.97</b> \$34,638.85 \$3,463.89	nber of days to vided by 10 mo	work for the f	nthly salary of	\$3,463.89		38.85
Daily Rate, \$16 Annual Salary, Daily Rate Annual Salary	58.97 times nur \$34,638.85 div <b>\$168.97</b> \$34,638.85 \$3,463.89 <b>culation, Rang</b>	nber of days to vided by 10 mc ge <b>18, Step A v</b>	work for the f onths equal mo vith 2.5% Lon	nthly salary of gevity equal S	\$3,463.89 Salary times 1	.025	
Daily Rate, \$16 Annual Salary, Daily Rate Annual Salary <u>Monthly salary</u> 10 Month Cal Daily Rate, \$17	58.97 times nur \$34,638.85 div <b>\$168.97</b> \$34,638.85 \$3,463.89 <b>culation, Rang</b> 73.19 times nur	nber of days to vided by 10 mc ge <b>18, Step A v</b>	work for the f onths equal mo with 2.5% Lon work for the f	nthly salary of ngevity equal S iscal year, 205	\$3,463.89 Salary times 1 equal annual s	.025	
Daily Rate, \$16 Annual Salary, Daily Rate Annual Salary <u>Monthly salary</u> 10 Month Cal Daily Rate, \$17	58.97 times nur \$34,638.85 div <b>\$168.97</b> \$34,638.85 \$3,463.89 <b>culation, Rang</b> 73.19 times nur	nber of days to vided by 10 mc ge 18, Step A v nber of days to	work for the f onths equal mo with 2.5% Lon work for the f	nthly salary of ngevity equal S iscal year, 205	\$3,463.89 Salary times 1 equal annual s	.025	
Daily Rate, \$16 Annual Salary, Daily Rate Annual Salary Monthly salary 10 Month Cale Daily Rate, \$17 Annual Salary,	58.97 times nur \$34,638.85 div <b>\$168.97</b> \$34,638.85 \$3,463.89 <b>culation, Rang</b> 73.19 times nur \$35,503.95 div	nber of days to vided by 10 mc ge <b>18, Step A v</b> nber of days to vided by 10 mc	work for the f onths equal mo with 2.5% Lon work for the f	nthly salary of ngevity equal S iscal year, 205	\$3,463.89 Salary times 1 equal annual s	.025	

12 month employees work 261 days per year

261 days times 8 hours equal 2,088 hours worked per year

2,088 hours worked per year divided by 12 months equal 174 hours per month

174 hours per month divided by 8 equal 21.75 days per month

## APPENDIX D TRAVEL AND MILEAGE

## A. TRAVEL REQUEST

- 1. Travel requests are required for all travel other than in-district mileage reimbursement.
- 2. All required information on the Travel Request Form must be completed. If an advance is required, it should be noted on the request form. If advance payments for hotels, registration, etc., are required, the proper information (registration forms, hotel literature, etc.) showing the amount to be paid, the payee and address MUST be attached to the Travel Request. Employees using personal funds to make advance arrangements will not be reimbursed until the travel claim (which is turned in after the trip) is processed and appropriate receipts are attached. Employees using personal funds to make advance arrangements MUST indicate these payments on the Travel Request form to avoid duplicate payments. Payment for AIR transportation must be arranged through the District's Purchasing Department.

Requests for travel outside the State of California must be approved by the Superintendent /President.

If a substitute will be needed, forms for "permission to be absent" should be completed and should accompany the Travel Request.

- 3. The Travel Request should be submitted to the employee's DIVISION OR DEPARTMENT HEAD for approval. This should be done not less than five (5) working days prior to the trip.
- 4. The approved Travel Request should then be routed to the Budget Officer.
- 5. After the Travel Request has been processed, a copy of the processed request indicating all payments made will be sent to the requester. If an advance was required, the requester will be informed when to come to the Accounting Office to sign for the check.
- 6. The Business Office must be notified of all cancellations so the approved request can be retired from the active file.

## B. TRAVEL CLAIM

1. Travel claims must be submitted for all approved travel requests and must identify all costs incurred, even if no additional reimbursement is requested.

- 2. Claims for Travel Reimbursement must be submitted within seven (7) working days after the trip is completed, to the Business Office.
- 3. Required receipts must be attached to the claim for all travel expenses incurred, including those that were prepaid.
- 4. The report area of the Travel Request must be completed and submitted to the Business Office.
- 5. Reimbursements for supply items purchased may not be made on the travel claim.
- 6. If advances for personal travel expenses for several employees have been made to one person, that one person must file a group travel claim for reimbursement of all expenses incurred by that group.
- 7. The requester will receive the travel check in approximately one week.

## C. CLAIMS FOR TRAVEL EXPENSE

- 1. Actual and necessary travel expenses shall be allowed and paid in accordance with the following rules:
  - 1.1 Travel Claims for traveling at the expense of the district shall show the purpose of the trip.
  - 1.2 Travel Claims shall be properly itemized, accompanied by the required receipts and approved by the duly authorized officer.
  - 1.3 Established charges by common carriers or terminal stations for the handling or transportation of necessary personal or official baggage will be allowed. No other personal expenses shall be claimed.
- 2. Itemized receipts for costs incurred are required for the following items, including those which have been prepaid.
  - 2.1 Registration fees
  - 2.2 Lodging costs
  - 2.3 Transportation other than personal mileage
  - 2.4 Parking fees
  - 2.5 Telephone or telegraph charges incurred for business purposes. The purpose and nature of the call must be indicated.

- 2.6 Taxi or limousine service fares
- 2.7 Automobile rental charges, including those paid through use of a district credit card.
- 2.8 Any other necessary travel expenses except those identified in item 3 below.
- 2.9 Personal charge card receipts are not acceptable.
- 3. Receipts need not be submitted for the following:
  - 3.1 Public transportation fares which are available in public tariffs
  - 3.2 Personal meal allowances
  - 3.3 Street car and ferry fares, bridge and road tolls
  - 3.4 Incidental expenses of \$5.00 or less
- 4. Hotels
  - 4.1 Receipts for lodging, European Plan, or board and lodging, American Plan, shall be furnished and shall show the dates for which the charge is made. Reimbursement shall be made for actual lodging expense, based on single occupancy rate.
  - 4.2 Full reimbursement will be allowed while registered at conference headquarters. If, due to causes beyond the control of the individual, it is necessary to obtain accommodations other than at the conference headquarters hotel, full reimbursement will be allowed based on single occupancy rate. If the individual chooses to obtain accommodations other than at the conference headquarters, the individual will receive full reimbursement, based on single occupancy rate, not to exceed cost of conference headquarters. Substantiating statement must be attached to travel claim.
- 5. Meals
  - 5.1 The maximum allowance for meals is per the General Services Administration allotted amount.
  - 5.2 The amount expended for any particular meal is left to the discretion of the individual, but the total for all meals shall not exceed the applicable maximum allowance. It is not necessary to detail the cost of meals. Meals may be averaged out on a daily basis or they may be reported separately. If

separate meals are charged, a maximum of the General Services Administration allotted amount is fixed unless the individual is attending a conference and the meal is considered part of the program. In such case, full reimbursement will be allowed. Conference meal reimbursements must be accompanied by supporting documentation.

- 5.3 Travel claims shall show time of departure from and return to the College. Should the time of departure be 7 a.m. or after, or time of return be prior to 7 a.m., no allowance for breakfast will be claimed. Should the time for departure be 12noon, no allowance for lunch may be claimed. Should the time of departure be 7p.m. or after, or the time of return be prior to 7 p.m., no allowance for dinner may be claimed.
- 5.4 Meal reimbursement will not be made for travel to locations within ten (10) miles of the employee's primary worksite. [This section will become effective only when agreed to by all three collective bargaining agents.]
- 6. Railroad Transportation
  - 6.1 No more than actual fare on any transportation service, in accordance with the latest tariffs at the time the trip was made, shall be allowed. Special rates and round-trip rates shall be used whenever possible.
  - 6.2 One berth for each person or "roomette" accommodations will be allowed.
  - 6.3 Unusual delay or deviation from the shortest, usually traveled route, shall be explained. If due to causes beyond the control of the individual, additional expenses incurred may be allowed.
- 7. Airplane Travel
  - 7.1 Claims for airplane travel shall be allowed when in conformity with the latest regular published airplane tariffs. When more than one class of air travel is available, the district will pay tourist class only. Payment for air transportation must be arranged through the District's Purchasing Department and the cost incurred shall be reported on the travel claim and supported by the proper documentation.
  - 7.2 Air travel by college district employees, approved in accordance with board policy is to be limited to flights on regular scheduled airplanes.

7.3 College staff shall not pilot or charter personal or private aircraft, or any variation thereof, when traveling within the scope of their employment on behalf of San Joaquin Delta College. This method of travel is not covered by district liability insurance and is in direct violation of district procedure.

## 8. Automobile Travel

- 8.1 In cases where authorized travel is by district-owned automobile, actual and necessary travel expense shall not include mileage expense. District vehicles should be requested as early as possible after approved Travel Request is received. Vehicles are to always be picked up and returned to the vehicle parking area. The Transportation Department is to be notified of all cancellations as soon as possible due to the heavy demand for vehicle use.
- 8.2 Mileage for privately owned automobiles is allowed. Rate of reimbursement is listed in D. below.
- 8.3 Ferry, bridge, or toll charges may be claimed in addition to mileage allowances.
- 8.4 Mileage reimbursement will be limited to the amount equivalent to airplane transportation plus local transportation costs.
- 8.5 Mileage for rental automobiles is allowed when approval has been received to use a car rental for business purposes. Employees shall obtain the least expensive rental available.
- 9. Incidental Traveling Expenses
  - 9.1 A maximum allowance of \$5.00 may be claimed, without itemization for incidental traveling expenses during each 24 hours, or major fraction thereof, starting at the time of departure from and ending with return to college. A major fraction of 24 hours is defined as 12 or more hours.

## D. IN-DISTRICT MILEAGE

- 1. The following rules apply to request for reimbursement for travel with the district when no district vehicle is provided.
  - 1.1 Mileage reimbursement shall be paid any employee assigned to more than one area in the district on a regular district contract assignment.

- 1.2 Mileage reimbursement shall be paid any employee whose assignment requires the use of a personal vehicle to visit various locations within the district.
- 1.3 Distance allowed will be for those miles between areas or other assigned locations other than the distance between home and the College.
- 1.4 Incidental parking meter charges, if itemized, are the only other item that may be claimed on the Monthly District Mileage Claim.
- 1.5 The mileage rate will be such amount as allowed by current IRS Regulations.

### E. TRAVEL ADVANCES

- 1. Advance payment of travel expenditures will be paid by the Travel Request procedure. The proper forms and information showing the amount, payee and address must be attached to the Travel Request.
  - 1.1 Only the first nights lodging will be prepaid unless otherwise required by the hotel.
  - 1.2 Registration may be prepaid in full, regardless of amount.
  - 1.3 Travel advances may not be used to pay for air fare. Payment must be handled through the regular purchase order process.
- 2. Travel advances for personal travel expenses may be made to employees based upon the estimated cost approved on the Travel Request.
  - 2.1 Travel advances will not be made for less than \$25.00.
  - 2.2 Lodging cost for the additional nights required may be advanced in full if not already prepaid.
  - 2.3 All other estimated costs may be advanced at the rate of 80%.

CLASSI	APPEI SAN JOAQUIN D FIED/CONFIDENTIAL /POLICE E	APPENDIX E SAN JOAQUIN DELTA COLLEGE CL ASSIFIED/CONFIDENTIAL/POLICE EMPLOYEE PERFORMANCE APPRAISAL	RAISAL
Employee Name:	Classification:	n:	Probationary 4 months
Department/Division:	Supervisor Name:	Name:	nths 2 years
Evaluation period From: T	To:		Inent/Annual Intionary
<ul> <li>Ratings criteria: 1 – Consistently excee 2 – Consistently meets 3 – Meets expected st 4 – Improvement need</li> </ul>	ings criteria: 1 – Consistently exceeds expected standards 2 – Consistently meets and occasionally exceeds standards 3 – Meets expected standards 4 – Improvement needed to meet expected standards		Other
Comments are encouraged supported in the comments	ed in all areas, or may be included in the form of the section and include a plan for improvement.	Comments are encouraged in all areas, or may be included in the form of an attachment. However, ratings of "4" in any category <b>must</b> be supported in the comments section and include a plan for improvement.	<sup>+ </sup> "4" in any category <b>must</b> be
The evaluator shall comple signed and dated by both t	The evaluator shall complete this form by indicating the appropriate signed and dated by both the employee and the evaluator.	The evaluator shall complete this form by indicating the appropriate rating and meeting with the employee to discuss its contents. The form shall be signed and dated by both the employee and the evaluator.	discuss its contents. The form shall be
KNOWLEDGE OF THE JOB	-		
1. Exceptional knowledge of job duties and responsibilities.	2. Effectively understands job duties	3. Understands job duties and responsibilities.	<ul> <li>4. Lacks knowledge of job duties and responsibilities.</li> </ul>
			Improvement Plan:
ABILITY TO WORK AS DIRECTED			
1. Consistently carries out job duties and responsibilities as directed. Requires minimum supervision.	2. Consistently carries out job duties and responsibilities as directed with occasional supervision.	3. Consistently carries out job duties and responsibilities as directed with regular supervision.	4. Does not carry out job duties and responsibilities as directed. <i>Improvement Plan</i> :
JUDGMENT			
1. Exceptional judgment in analyzing work situations and taking appropriate action. Extremely self-reliant.	<ul> <li>2. Consistently uses effective judgment in meeting the needs of job responsibilities. Minimum supervision required.</li> </ul>	3. Use of judgment on the job meets job responsibilities. Requires some general supervision and direction.	4. Displays judgment which does not meet the needs of job responsibilities. Does best with supervision.
			Improvement Plan:

INITIATIVE & ADAPTABILITY			
1. Displays initiative and adaptability; seeks innovative solutions to improve practices and procedures. Self-motivated.	2. Interested in new ideas for improvement. Demonstrates flexibility and willingness to participate in development and implementation.	<ol> <li>Participates in the implementation of new procedures. Accepts direction</li> </ol>	4. Increase initiative and/or adaptability necessary. Improvement Plan:
<b>ORGANIZATIONAL SKILLS &amp; ABIILITY</b>	ΪŢΥ		
1. Consistently demonstrates skills at sequencing, prioritizing, and scheduling work. Work is complete, accurate, thorough, and timely.	2. Frequently produces well organized and on time work.	<ol> <li>Completes work or assigned tasks on time.</li> </ol>	4. Frequently <u>unable to</u> complete assigned work within a reasonable time period <i>Improvement Plan</i> :
COMMUNICATIONS & INTERACTIONS	VS WITH OTHERS		
1. Excellent interpersonal skills. Communicates effectively with others and consistently provides personalized assistance of high quality. Creates a respectful, inclusive, and supportive environment.	2. Good interpersonal and communications skills. Provides consistent information and assistance to others. Creates a respectful, inclusive, and supportive environment.	3. Consistent and cooperative in communications and interactions with others. Creates a respectful, inclusive, and supportive environment.	4. Needs to improve communication skills to enhance personal interactions. Creating a respectful, inclusive, and supportive environment.
HEALTH & SAFETY PRACTICES			
1. Complies with all safety practices safely.	es and utilizes them to perform duties	2. Does not follow safety practices.	
ADHERENCE TO WORK SCHEDULE &		<b>OVERALL ATTENDANCE</b> (Does not include excused or excluded absences – FMLA, CFRA, PDL, etc.)	FMLA, CFRA, PDL, etc.)
1. Dependable attendance with good	ood adherence to work schedule.	2. Needs improvement. Improvement Plan:	

APPENDIX E	ents that may not have been addressed in above categories.	professional/personal development.	FOR PROBATIONARY EMPLOYEES ONLY	<ul> <li>Continue in Probationary Status</li> <li>Recommend Permanent Status</li> <li>Do NOT recommend Permanent Status</li> </ul>		Signature of Employee Date	In signing this form, the employee acknowledges having seen and discussed this evaluation. Signature does not necessarily imply agreement, and the employee may attach a written response or request a review in accordance with Section 4.2.3 of the Collective Bargaining Agreement.
APF	commenbation: Describe any positive attributes or specific accomplishments that may not have been addressed in above categories	RECOMMENDATIONS: Identify positive goals and training opportunities for professional/personal development.	OVERALL EMPLOYEE PERFORMANCE RATING	<ul> <li>Performance consistently exceeds expected standards</li> <li>Performance consistently meets and occasionally exceeds standards</li> <li>Performance meets expected standards</li> <li>Improvement needed to meet expected standards</li> </ul>	EMPLOYEE COMMENTS: (attach sheets if needed)	Signature of Supervisor Date	Signature of Vice President of Human Resources Date And Risk Management

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# APPENDIX F PERFORMANCE IMPROVEMENT PLAN

(Not to be used for conduct issues)

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

Area of Improvement: \_\_\_\_\_

Please outline minimum performance standard and due dates in this area:

Standards	Due Date
1.	
2.	
3.	
4.	
5.	

What specific action(s) is employee committing to take to meet or exceed minimum standards in this area?

1			
2			
3			6
4			0
5			

How will improvement in this area be measured and reported? Measurement:

Reporting:

What specific actions will the supervisor/manager take to improve employee performance in this area?

What are the consequences of not meeting performance standards by the due date?

When will the supervisor/manager and the employee meet to review progress?

Signature (Employee)	Date	8
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Signature (Manager)

Date

## APPENDIX G CSEA JOB REPRESENTATIVES: SELECTION, DUTIES, AND RESPONSIBILITIES

- 1. The following shall be understood to constitute the duties and responsibilities of the Job Representatives.
  - a. Each job representative shall represent the employees subject to provisions in Article VI.
  - b. To keep the employees informed by distributing newsletters, job announcements, appropriate CSEA news bulletins, etc., provide informative, answer questions, directly inform employees concerning general CSEA policies as adopted by Chapter officers, and otherwise keep up to date on events as they affect employees.
  - c. To keep abreast of events; to perform membership recruiting and information dissemination regarding all aspects of District policies, etc.
  - d. Assist local chapter officers and state representatives when so requested.
  - e. The job representatives shall be non-voting members of the local chapter executive committee.
  - f. The job representative may discuss any problem with the employees and if appropriate, attempt to achieve a settlement in accordance with the grievance procedure, as outlined in this agreement.

# APPENDIX H CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT OF 1985 (COBRA)

The parties to this contract intend that the following provisions are to comply with the regulations set forth in Title XXII of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

- A. Employees covered by the health plan benefits as defined in Section D, may choose to continue health plan coverage for eighteen months for themselves, their spouse or dependents under the following circumstances:
  - 1) When the employee is terminated for reasons other than gross misconduct:
  - 2) When the employee's hours are reduced which results in a loss of health plan benefits.
- B. The spouse of an employee covered by the Health Plan may choose to continue health plan coverage for a period of thirty-six months if he or she loses health plan coverage for any of the following reasons:
  - 1) The death of the employee;
  - 2) Divorce or legal separation from the employee;
  - 3) The employee becomes eligible for Medicare.
- C. The dependent child of an employee covered by the Health Plan may choose to continue health plan coverage for a period of thirty-six months, if he or she loses health plan coverage for any of the following reasons:
  - 1) Death of the parent;
  - 2) Parents' divorce or legal separation;
  - 3) Parent becomes eligible for Medicare;
  - 4) The dependent ceases to be a "dependent child" under the current health plan.
- D. Health Plan coverage is defined as those benefits offered employees in Article X (Health, dental and vision, benefits only. Life insurance, Tax Sheltered Annuities and Long Term Disability are not considered health benefits requiring continued coverage under COBRA.)
- E. The employee, spouse or dependent has 60 days from the date he or she would lose coverage to inform the third party administrator, currently CVT, that he or she desires continued health plan benefit coverage. If the employee, spouse or dependent fails to notify the third party administrator within 60 days, all group health insurance coverage will cease.

- F. If the employee, spouse or dependent chooses continuation health plan benefits, the employee, spouse or dependent shall be responsible for payment of the applicable premium, plus an additional charge of (2) two percent of the applicable premium amount.
- G. Continuation of health plan coverage shall be revoked under any of the following circumstances:
  - 1) The District no longer provides group health coverage to any of its employees;
  - 2) The employee, spouse or dependent does not timely pay the premiums;
  - 3) The employee, spouse or dependent becomes covered under another group health plan;
  - 4) The employee, spouse or dependent becomes eligible for Medicare;
  - 5) A spouse divorced from a covered employee subsequently remarries and is covered under the new spouse's group health plan.
- H. Any modification of health plan benefits for bargaining unit members shall be applicable to any continued health plan coverage.
- I. All other applicable provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), Title XXII, as they may be amended from time to time shall be adhered to by both the district and employees, and their spouses and dependents The District may take such action to modify such practices as may be necessary to ensure conformity with the provisions of and the regulations adopted pursuant to Title XXII of COBRA.

### APPENDIX I SJDC EEO ACTION APPEAL FORM



### Administrative Procedure 3435.1

## Unlawful Discrimination/Harassment Complaint Form

Am A:       Student       Employee       Other:         Wish To Complain Against:         Date of Most Recent Incident of Alleged Discrimination:       (Nonemployment complaints must be filed within one year of the date of the alleged unlawful discrimination. Employment complaints must be filed within six months of the date of the alleged unlawful discrimination)         Allege Discrimination Based on the Following Category Protected under Title 5: (you must select at least one):         Age       Ethnic Group Identification         Ancestry       Mental Disability         Color       National Origin         Clearly state your complaint. Describe each incident of alleged discrimination separately. For each action provide the following information: 1) date(s) the discriminatory action occurred, 2) name of individual(s) who discriminatory with the proved the following information: 1) date(s) the discriminatory action occurred, 2) name of individual(s) who discriminatory with the proved the secure of protected group with the proved the discrimination was because of protected group with the proved the discrimination was because of protected group with the proved the secure of the discrimination was because of protected group with the proved the secure of the discrimination was because of protected group with the proved the discrimination was because of protected group with the proved the secure of the discrimination was because of protected group with the proved the secure of the discrimination was because of protected group with the proved the secure of the discrimination was because of protected group with the proved the the discrimination was because of protected group with the proved the discrimination was because of protected group with th				Last				6 444	F	First	
Phone: Day ()       Evening ()         Am A:       Student       Employee         Wish To Complain Against:         Date of Most Recent Incident of Alleged Discrimination:       Other:         (Nonemployment complaints must be filed within one year of the date of the alleged unlawful discrimination. Employment complaints must be filed within six months of the date of the alleged unlawful discrimination)         Allege Discrimination Based on the Following Category Protected under Title 5: (you must select at least one):         Age       Ethnic Group Identification         Ancestry       Mental Disability         Color       National Origin         Clearly state your complaint. Describe each incident of alleged discrimination separately. For each action provide the following information: 1) date(s) the discriminatory action occurred, 2) name of individual(s) who discriminator)         Wat happened; 4) witnesses (if any); and 5) why you believe the discrimination was because of protected grou watatus [religion, age, race, sex or whatever basis you indicated above] and/or, if applicable, why you believe you was applicable.	Address:										
Am A:       Student       Employee       Other:         Wish To Complain Against:         Date of Most Recent Incident of Alleged Discrimination:       (Nonemployment complaints must be filed within one year of the date of the alleged unlawful discrimination. Employment complaints must be filed within six months of the date of the alleged unlawful discrimination)         Allege Discrimination Based on the Following Category Protected under Title 5:       (you must select at least one):         Age       Ethnic Group Identification       Physical Disability       Retaliation         Ancestry       Mental Disability       Race       Sex (includes Harassment)         Color       National Origin       Religion       Sexual Orientation         Clearly state your complaint. Describe each incident of alleged discrimination separately. For each action provide the following information: 1) date(s) the discriminatory action occurred, 2) name of individual(s) who discrimi		Str	eet or P.O. Bo	)X			City		State	Zip	
Wish To Complain Against:         Date of Most Recent Incident of Alleged Discrimination:         (Nonemployment complaints must be filed within one year of the date of the alleged unlawful discrimination. Employment complaints must be filed within six months of the date of the alleged unlawful discrimination)         Allege Discrimination Based on the Following Category Protected under Title 5: (you must select at least one):         Age       Ethnic Group Identification         Ancestry       Mental Disability         Color       National Origin         Clearly state your complaint. Describe each incident of alleged discrimination separately. For each action provide the following information: 1) date(s) the discriminatory action occurred, 2) name of individual(s) who discriminatory status [religion, age, race, sex or whatever basis you indicated above] and/or, if applicable, why you believe you we	Phone: Day (	)				Ev	ening <u>(</u>	_)			
Date of Most Recent Incident of Alleged Discrimination:         (Nonemployment complaints must be filed within one year of the date of the alleged unlawful discrimination. Employment complaints must be filed within six months of the date of the alleged unlawful discrimination)         Allege Discrimination Based on the Following Category Protected under Title 5: (you must select at least one):         Age       Ethnic Group Identification         Age       Mental Disability         Color       National Origin         Religion       Sex (includes Harassment)         Clearly state your complaint. Describe each incident of alleged discrimination separately. For each action provide the following information: 1) date(s) the discriminatory action occurred, 2) name of individual(s) who discriminatory with the following information: 1) date(s) the discriminatory action occurred, 2) name of individual(s) who discriminatory with the prove of protected group states [religion, age, race, sex or whatever basis you indicated above] and/or, if applicable, why you believe you we state the prove of the discrimination and the prove of the discrimination above and the discrimination was because of protected group states [religion, age, race, sex or whatever basis you indicated above] and/or, if applicable, why you believe you we state the prove of the discrimination was because of protected group states and the prove of the discrimination was because of protected group states [religion, age, race, sex or whatever basis you indicated above] and/or, if applicable, why you believe you we states [religion] and [r	Am A:		Student		Employee		Other:	×=)			
(Nonemployment complaints must be filed within one year of the date of the alleged unlawful discrimination. Employment complaints must be filed within six months of the date of the alleged unlawful discrimination) Allege Discrimination Based on the Following Category Protected under Title 5: (you must select at least one): Age Ethnic Group Identification Physical Disability Retaliation Ancestry Mental Disability Mental Disability Retaliation Color National Origin Religion Sexual Orientation Clearly state your complaint. Describe each incident of alleged discrimination separately. For each action provide the following information: 1) date(s) the discriminatory action occurred, 2) name of individual(s) who discriminatory states (if any); and 5) why you believe the discrimination was because of protected group states [religion, age, race, sex or whatever basis you indicated above] and/or, if applicable, why you believe you we define the discrimination and the discrimination was because of protected group states and the discrimination was because of protected group states [religion, age, race, sex or whatever basis you indicated above] and/or, if applicable, why you believe you we define the discrimination was because of protected group states are provided above.	Wish To Comp	lain Ag	ainst:								
Age       Ethnic Group Identification       Physical Disability       Retaliation         Ancestry       Mental Disability       Race       Sex (includes Harassment)         Color       National Origin       Religion       Sexual Orientation         Clearly state your complaint. Describe each incident of alleged discrimination separately. For each action provide the following information: 1) date(s) the discriminatory action occurred, 2) name of individual(s) who discriminatory action occurred, 2) name of individual(s) who discriminatory action group that happened; 4) witnesses (if any); and 5) why you believe the discrimination was because of protected group tatus [religion, age, race, sex or whatever basis you indicated above] and/or, if applicable, why you believe you we have the discrimination action of the protected group tatus [religion, age, race, sex or whatever basis you indicated above] and/or, if applicable, why you believe you we have the discrimination was because of protected group tatus [religion, age, race, sex or whatever basis you indicated above] and/or, if applicable, why you believe you we have the discrimination was because of protected group tatus [religion, age, race, sex or whatever basis you indicated above] and/or, if applicable, why you believe you we have the discrimination was because of protected group tatus [religion, age, race, sex or whatever basis you indicated above] and/or, if applicable, why you believe you we have the discrimination was because of protected group tatus [religion, age, race, sex or whatever basis you indicated above]	(Nonemployme complaints mu	ent comp st be file	laints must b d within six r	e filed v nonths c	vithin one year of the date of th	r of the da he alleged	d unlawful d	iscriminati	on)		
Ancestry       Mental Disability       Race       Sex (includes Harassment)         Color       National Origin       Religion       Sexual Orientation         Clearly state your complaint. Describe each incident of alleged discrimination separately. For each action provide the following information: 1) date(s) the discriminatory action occurred, 2) name of individual(s) who discriminates what happened; 4) witnesses (if any); and 5) why you believe the discrimination was because of protected group status [religion, age, race, sex or whatever basis you indicated above] and/or, if applicable, why you believe you we share the discrimination was because of protected group status [religion, age, race, sex or whatever basis you indicated above] and/or, if applicable, why you believe you we share the discrimination was because of protected group status [religion, age, race, sex or whatever basis you indicated above] and/or, if applicable, why you believe you we share the discrimination was because of protected group status [religion, age, race, sex or whatever basis you indicated above] and/or, if applicable, why you believe you we share the discrimination was because of protected group status [religion, age, race, sex or whatever basis you indicated above] and/or, if applicable, why you believe you we share the discrimination was because of protected group status [religion]		-									<i>uc)</i> .
Clearly state your complaint. Describe each incident of alleged discrimination separately. For each action provide the following information: 1) date(s) the discriminatory action occurred, 2) name of individual(s) who discriminates what happened; 4) witnesses (if any); and 5) why you believe the discrimination was because of protected groups status [religion, age, race, sex or whatever basis you indicated above] and/or, if applicable, why you believe you we	-		Ethnic Gro	up Iden	tification		Physical Di	sability		Retailation	
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	Color		National O	rigin	ach incident		Religion	ination se	D parate	Sexual Orientation	
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	Clearly state you the following inf by what happene status [religion, s	nr comp ormatio d; 4) w age, rac t for fil	National O Daint. Desc on: 1) date itnesses (if ice, sex or w ing of com	rigin cribe e: (s) the any); a hateve plaint (	discriminato and 5) why yo r basis you in or asserting y	of alleg ory actio ou belie ndicated your rig	Religion ed discrim on occurred ve the disc l above] an hts. <i>(Attac</i>	d, 2) name riminatio id/or, if a	e of ind n was   pplicat	Sexual Orientation Ily. For each action p lividual(s) who discribecause of protected ole, why you believe y	orovic imina grou
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What would you like the District to do as a result of your complaint what remedy are you seeking?:	Clearly state you the following inf 3) what happene status [religion, a retaliated agains	Ir comp ormatio d; 4) w age, rac st for fil	National O plaint. Desc on: 1) date itnesses (if re, sex or w ing of com	rigin cribe ea (s) the any); a hateve plaint o	discriminato and 5) why yo r basis you in or asserting y	of alleg ory actio ou belie ndicated your rig	Religion ed discrim on occurred ve the disc l above] an hts. (Attac	d, 2) name riminatio nd/or, if a h additior	e of inc n was   pplicat nal pag	Sexual Orientation ly. For each action p lividual(s) who discrible because of protected ble, why you believe y es as necessary.)	orovic imina grou zou w
	Clearly state you the following inf 3) what happene status [religion, a retaliated agains	Ir comp ormatio d; 4) w age, rac st for fil	National O plaint. Desc on: 1) date itnesses (if re, sex or w ing of comp e District te	rigin cribe e: (s) the any); a hateve plaint o o do as	discriminato and 5) why yo r basis you in or asserting y	of alleg ory actio ou belie ndicated your rig	Religion ed discrim on occurred ve the disc l above] an hts. (Attac	d, 2) name riminatio nd/or, if a <i>h additior</i>	e of inc n was   pplicat <i>pal pag</i>	Sexual Orientation ly. For each action p lividual(s) who discrible because of protected ole, why you believe y es as necessary.) you seeking?:	orovic imina grou zou w

Signature of Complainant

Date

Send this form to the Office of Human Resources and Employee Relations 5151 Pacific Avenue, Administration 202, Stockton, CA 95207 HR to forward to Chancellor's Office-Attn: Legal Affairs Division, 1102 Q Street, Sacramento, CA 95814-6511

# APPENDIX J FEDERAL AND STATE LEAVES

The following listing is a brief overview of both Federal and State leaves available to employees. The list is not intended to be all inclusive and may include other leaves not noted below. Forms required to apply for leave shall be located in Human Resources section of the District's website.

- Family and Medical Leave Act aka FMLA (Federal)
- California Family Rights Act aka CFRA (State)
- Pregnancy Disability Leave Act aka PDL (State)
- Military Service Leave
- Uniform Services Employment and Re-employment Rights Act aka USERRA (Federal)
- Military and Veterans Code (State)
- Crime Victim's Leave (State)
- Kin Care (State)
- Jury Duty and Court Attendance Leve (State)
- Organ and bone Marrow Donor Leave (State)
- Volunteer Civil Service/Emergency Responder Leave (State)
- Voting Leave (State)
- Civil Air Patrol Leave (State)
- Domestic Violence, Sexual Assault and Stalking Victims Leave (State)
- School Visitation Leave (State)
- Reproductive Loss Leave (State)

## APPENDIX K CLASSIFICATION AND RECLASSIFICATION PROCESS

#### **Point Factor System**

The Point Factor System will be used to evaluate new classifications and updated job descriptions to determine appropriate salary placement. The Classified Classification and Reclassification Committee (CCRC) as described in Article XV will be responsible for reviewing and proposing appropriate updates to the point factor analysis for new and revised job descriptions using the Point Factor System for all CSEA positions.

Time limit extensions may be mutually agreed upon between CSEA and the District.

#### **Reclassification Review Process**

The process for reclassification requests is:

- 1. Completed Reclassification Request Form (K1) and Job Analysis Questionnaire (JAQ) shall be submitted to Human Resources when there has been a substantial and permanent change in the job duties and responsibilities.
- 2. Upon receipt of the Reclassification Request Form, Human Resources will convene the CCRC within thirty (30) working days from the date of receipt of the completed request form and JAQ; and:
  - a. Provide a copy to the employee's immediate supervisor for review and comment within ten (10) working days. At the expiration of the ten (10) working days, unless a time limit extension has been granted, Human Resources will proceed based on the information contained in the JAQ. If there are discrepancies between the employee's and supervisor's statements, the supervisor will be interviewed for clarification.
  - b. The employee and immediate supervisor will be provided a copy of the JAQ prior to submitting the JAQ to CCRC for review.
- 3. The CCRC will review the incumbent's job description and the completed JAQ to determine if the duties described by the incumbent and verified by the supervisor exceed the scope of the incumbent's job description. If the duties described on the JAQ are beyond the scope of the incumbent's job description, a determination will be made by members of CCRC whether the additional duties described in the JAQ are encompassed in an existing job description, or if a new job description/classification is required. If the CCRC requires additional information to make a determination and recommendation, Human Resources will follow up with the employee and/or their immediate supervisor and provide the additional information to CCRC.
  - a. If a classification exists that describes the additional duties performed by the incumbent as described in the JAQ, the CCRC will recommend a reclassification to the Vice President of Human Resources and Risk Management or designee accordingly. The Vice President of Human Resources and Risk Management or designee shall communicate with the employee and the immediate supervisor the results of the CCRC's recommendation and final results.
  - b. If a classification does not exist that describes the additional duties performed by the incumbent as described in the JAQ, a new job description will be created by Human Resources and CSEA.
- 4. Updated or new job descriptions will be scored by Human Resources using the Point Factor System. Results and recommendations will be reviewed by CCRC and distributed to CSEA, the employee, the immediate supervisor and the Vice President of Human Resources and Risk Management.
- 5. The incumbent or the supervisor may appeal the results.

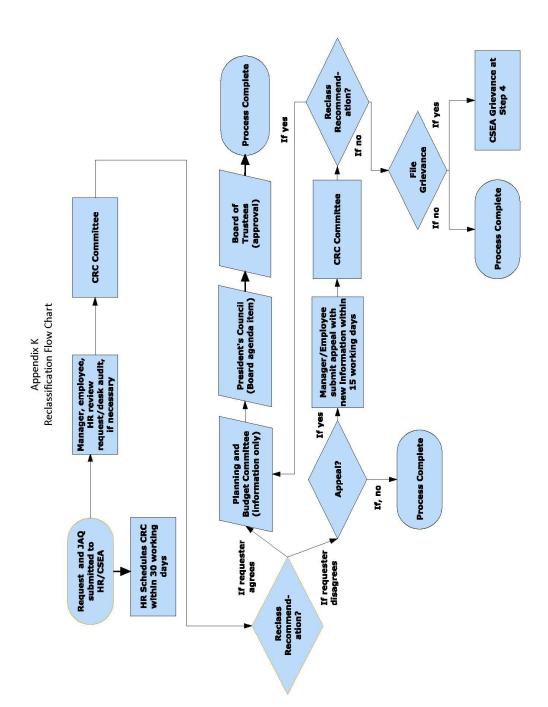
### Appeals

- 1. An appeal form found on the Human Resources Website (Intranet) and additional information not included in the original review of the job description or JAQ shall be submitted to Human Resources within fifteen (15) working days from the date of the CCRC recommendation.
- 2. Human Resources will distribute the materials contained in the appeal to the CCRC and convene a CCRC meeting to review the appeal within fifteen (15) working days of receipt of the appeal.
- 3. The CCRC will review the information provided in the appeal and re-evaluate the original recommendation. For updated or new job descriptions, the CCRC will use the Point Factor System. Results of the re-scoring and recommendations will be distributed to CSEA, the employee, the immediate supervisor and the Vice President of Human Resources and Risk Management within five (5) working days.
- 4. Once an appeal has been reviewed by CCRC, there shall be no further review by the CCRC. Any further review shall go through the Dispute Settlement Process described in Article XVII by filing a grievance at the fourth step.

### Adjustments to Salary Schedule – Appendix A

If scoring of the updated job description results in a change in the salary range of the classification, the proposed amendment to Appendix A will be presented to Planning and Budget Committee for information and will be presented at the next regularly scheduled Board of Trustees meeting to recommend approval and adoption. The effective date of the new salary placement shall be the month in which the Board approves the new salary schedule placement, unless otherwise agreed to by CSEA and the District.

# APPENDIX K RECLASSIFICATION FLOW CHART



Revised 1/15/2015

# APPENDIX K1 RECLASSIFICATION REQUEST FORM



SAN JOAQUIN DELTA COLLEGE OFFICE OF HUMAN RESOURCES

### **RECLASSIFICATION REQUEST FORM**

A reclassification is defined as the upgrading of a position to a higher class as a result of permanent and substantial increase of the duties and/or responsibilities required of the position. Volume of work is not considered as a reason for reclassification. Reclassification requests may be initiated by CSEA, the employee, and/or by management.

### Instructions:

Forward this completed form and a completed Job Analysis Questionnaire (JAQ) to Human Resources to initiate a reclassification. Incomplete forms and/or JAQ's will be returned for completion before the process will be initiated.

### See Appendix K of the CSEA Contract for detailed reclassification procedures.

Name of person submitting this request
Is there an incumbent in this classification? Yes No
If yes, employee's name
Employee's job classification
Division/Department
Name of immediate supervisor
Title of immediate supervisor

Signature of person completing this form:		
Name ( Print)	Signature	Date
	HR Use Only	
Received by	Date	
CRC Date Notes:		

Revised 1/15/15

# **APPENDIX L**



### SAN JOAQUIN DELTA COLLEGE OFFICE OF HUMAN RESOURCES

### **CLASSIFIED REQUEST FOR PROFESSIONAL GROWTH & DEVELOPMENT**

Section 1 – Employee to complete and forward to Manager/	
Name:	Job Classification Title:
Division/Department:	
Purpose for requesting professional growth:	
Class: Class: Class Materials: Conference/Workshop: Other: For Provide schedule is required, places list below:	
If a flex work schedule is required, please list below:	
Employee Signature:	Date:
Section 2 – Manager/Supervisor to complete and forward to	Classified Professional Growth & Development Committee
Is professional growth request job related: YES	NO (Provide comment below)
Operational impact and other comments:	
Manager/Supervisor Signature:	Date:
Section 3 – Classified Professional Growth & Development C	ommittee to complete
Committee Chairperson/Designee Signature:	Date:
Comments:	

HR/csr 6/28/16

# APPENDIX M1 PERMANENT INTERMITTENT – ASSIGNMENT TRACKING AND NOTIFICATION

### Permanent Intermittent Employee Tracking Form

Employee Name	
Job Title	

Contact Date	Comments	Ву
	ic form to log all contracts and phone calls. Contract I luman Decourses, if an amal	

Instructions: Use this form to log all contacts and phone calls. Contact Human Resources, if an employee does not respond or refuses more than three times.

# **APPENDIX M2**

# PERMANENT INTERMITTENT – ASSIGNMENT TRACKING AND NOTIFICATION



San Joaquin Delta College

(date)

(name and address)

RE: Employment Status- (Job title), Permanent Intermittent

Dear (name)

The manager or his/her designee of your department attempted to contact you on (*dates*) and you have either refused work or not responded.

If you wish to continue your employment with San Joaquin Delta College, please call *(human resources staff)*, Human Resources at (209) 954-5056 or email <u>humanresources@deltacollege.edu</u> within fifteen (15) days of the date of this letter.

Sincerely,

Dianna R. Gonzales Vice President of Human Resources and Risk Management

CC: Personnel File (Manager)

## **APPENDIX M3**

## PERMANENT INTERMITTENT – ASSIGNMENT TRACKING AND NOTIFICATION



San Joaquin Delta College

(date)

(name and address)

RE: Employment Status- (Job title), Permanent Intermittent

Dear (name)

On *(date)* the attached letter *(letter #1)* was sent to you regarding your employment status with San Joaquin Delta College. As of today's date, you have not responded and we must conclude that you are not available to work and that you have abandoned your job.

Your employment with San Joaquin Delta College will be terminated on (date).

If you have any questions or wish to continue your employment with San Joaquin Delta College, please call (human resources staff), Human Resources at (209) 954-5056 or email humanresources@deltacollege.edu before the termination date listed above.

Sincerely,

Dianna R. Gonzales Vice President of Human Resources and Risk Management

CC: Personnel File (Manager)

CSEA CONTRACT 2024-2027

# **APPENDIX N**

SAN JOAQUIN DELTA COLLEGE OFFICE OF HUMAN RESOURCES

### CLASSIFIED ALTERNATE WORK SCHEDULE REQUEST FORM

Section 1 – Employee to complete and forward to Manager/Supervisor Alternate work schedule request for entire department:	(If yes, please attach list of employees.)
ame: Division/Department:	
Current Schedule:	
Monday Tuesday Wednesday Thursday Saturday Sunday	Friday
Requested Alternate Work Schedule:	
Monday Tuesday Wednesday Thursday Saturday Sunday	Friday
Start Date: If on a temporary basis, enter End Date: or 🗌 Permanent	
Use the dialogue box below to write the reason for requesting an alternate work schedule:	
Employee Signature:	Date:
Section 2 – Manager/Supervisor to complete and forward to Human Resources	
Manager/Supervisor Signature:	Date:
Comments:	
	/Designee to complete
CSEA Chapter President/Designee Signature:	Date:
Vice President of Human Resources Signature:	Date:
Comments:	í

Revised: 08.16.2016