



AGREEMENT

BETWEEN

THE YUBA COMMUNITY COLLEGE DISTRICT

AND

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

JULY 1, 2008 THROUGH JUNE 30, 2011

Adopted: September 10, 2008

TABLE OF CONTENTS

ARTICLE 1.0 – RECOGNITION 1

ARTICLE 2.0 – SEPARABILITY 1

ARTICLE 3.0 – BARGAINING AND REOPENERS..... 1

ARTICLE 4.0 – PAST PRACTICES 1

ARTICLE 5.0 – MAINTENANCE OF OPERATIONS 1

ARTICLE 6.0 – ASSOCIATION RIGHTS 2

ARTICLE 7.0 – MANAGEMENT RIGHTS 3

ARTICLE 8.0 – LEAVES 4

ARTICLE 9.0 – INSURANCE PROGRAMS 12

ARTICLE 10.0 – GRIEVANCE PROCEDURE..... 14

ARTICLE 11.0 – JOB STEWARDS..... 17

ARTICLE 12.0 – SALARY, OVERTIME, AND BENEFITS 17

ARTICLE 13.0 – EVALUATIONS/PERSONNEL FILES..... 19

ARTICLE 14.0 – EDUCATION/RETRAINING/IN-SERVICE..... 20

ARTICLE 15.0 – WORK YEAR, WORK WEEK, WORK DAY 21

ARTICLE 16.0 – TRANSFERS 23

ARTICLE 17.0 – CHANGE OF JOB RESPONSIBILITIES 25

ARTICLE 18.0 – RETIREMENT BENEFITS 26

ARTICLE 19.0 – LAYOFF AND REEMPLOYMENT 28

ARTICLE 20.0 – PRE-RETIREMENT REDUCED WORKLOAD..... 30

ARTICLE 21.0 – CONTRACTING OUT WORK..... 31

ARTICLE 22.0 – DURATION 31

EXHIBIT 1 – DEFINITIONS..... 32

EXHIBIT 2 – TRI COUNTY SCHOOLS INSURANCE GROUP 36

EXHIBIT 3 – YCCD CLASSIFIED POSITIONS/SALARY RANGE..... 37

EXHIBIT 4 – TASK DISTRIBUTION FORM 40

EXHIBIT 5 – RECLASSIFICATION REQUEST FORM..... 41

EXHIBIT 6 – EDUCATION RETRAINING FORM..... 44

EXHIBIT 7 – FLEXIBLE BENEFITS OPTIONS 46

ARTICLE 1.0 – RECOGNITION

- 1.1 The Yuba Community College District, hereinafter referred to as the “District,” hereby recognizes the California School Employees Association and its Chapter #283, hereinafter referred to as the “Association” as the sole and exclusive representative of all classified employees except those designated as confidential, supervisory, managerial, Police Officers, temporary classified, short-term temporary employees, substitutes, and student employees.
- 1.2 The District Board of Trustees, hereinafter referred to as the “Board”, agrees not to negotiate with any other organization in matters upon which the Association is the exclusive representative, and agrees not to negotiate with any member of the unit individually during the duration of this Agreement on matters subject to negotiations.
- 1.3 The Association recognizes the Board as the duly-elected representative of the people and agrees to negotiate only with the Board representatives officially designated by the Board to act in its behalf. The Association further agrees that neither it nor any of its unit members or agents will attempt to negotiate privately or individually with the Board, any Board member, administrator or other person or persons not officially designated by the Board as its representative.

ARTICLE 2.0 – SEPARABILITY

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE 3.0 – BARGAINING AND REOPENERS

This Agreement shall constitute the full and complete commitment between both parties. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.

ARTICLE 4.0 – PAST PRACTICES

- 4.1 Nothing contained in this Agreement shall be interpreted as to imply or permit the invocations of past practice, or tradition, or accumulation of any employee rights or privileges other than those expressly stated herein except for past practices on negotiable subjects not included in this Agreement.
- 4.2 Parties agree that past practices, standards, obligations and commitments of the Board to its members relating to this contract are rejected mutually as a condition of entering into this Agreement.
- 4.3 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over state law to the extent permitted by state law.

ARTICLE 5.0 – MAINTENANCE OF OPERATIONS

- 5.1 It is recognized that the need for continued and uninterrupted operation of the District is of paramount importance and that there should be no interference with such operations.
- 5.2 The Association agrees that neither the Association, nor any person acting in its behalf, will cause, authorize, engage in, sanction, nor will any of its unit members take part in, at the request of the Association, a strike against the District, or the concerted failure to report for duty, or willful absence from his/her duties of employment.
- 5.3 The District agrees that it shall not cause unit members to be locked out during the time of this Agreement.

ARTICLE 6.0 – ASSOCIATION RIGHTS

- 6.1 Distribution of Materials - The Association may distribute materials on District property, provided that such distribution does not interfere with District business. No one shall be allowed to distribute materials in a manner, which distracts employees while performing their duties. Communications duly authorized by the District, (specifically defined as meeting notifications, notification of events, elections, election results), may be placed by the Association in appropriate mailboxes, or distributed by District e-mail, provided that such communications are dated and bear the Association's identification as the distributor.
- 6.1.1 Unauthorized material is material not related to working conditions, political material and materials disparaging of the District, management or other agents of the District.
- 6.1.2 The Association will not post or distribute information which is derogatory or defamatory of the District or its personnel.
- 6.2 Posting of Materials - The Association shall have the right to post notices of activities and matters of Association concern on agreed-to bulletin boards, District e-mail, and the internet provided that such communications are dated and bear the Association's identification as the distributor.
- 6.3 Use of Buildings and Facilities
- 6.3.1 Building Usage - The Association shall have the right to use institutional facilities, including video conferencing, at reasonable times for the purpose of meetings.
- 6.3.2 Telephone Usage - The Association shall pay all of its telephone costs.
- 6.3.3 Postage Machine - The Association shall pay all its own postage costs.
- 6.3.4 Copy Machine/Duplicating – The Association shall have the right to use District copy machines. The Association will pay actual duplicating costs.
- 6.3.5 Facsimile Machines – Association Executive Committee members and Site Representatives may use District facsimile machines to conduct Association/District business. The District may assess the Association an annual fee of \$5.00 to cover the cost of using facsimile machines. By mutual agreement, the District may assess the Association for costs in excess of the annual fee of \$5.00.
- 6.4 Employee Organization Contact Procedures - The Association shall provide the District Chancellor the name(s) of recognized employee organization representative(s) authorized to discuss organizational matters with District employees by January 31st each year.
- 6.4.1 Authorized representatives who are not regular employees of the District shall, upon arriving at the District, report to the Human Resources Development and Personnel Services Office, providing information regarding purpose of visit.
- 6.4.2 The Association representatives may engage in recruiting activities on District property provided they do not interfere with employees during hours of duty assignment. Recruiting contacts shall not be made with employees while on duty. Representatives may contact employees who are off duty, before or after work, during coffee breaks, or during lunch break.
- 6.5 Requests for District Information - The Association may obtain a roster of names, addresses, telephone numbers and location of District employees from the District Human Resources Development and Personnel Services Office upon request.
- 6.6 Physical Examination - At District expense, a unit member may be required by the District Chancellor, as a condition of continued employment, to be examined by a physician designated by the District.
- 6.7 Probationary Period - All new unit members shall serve a twelve (12) month probationary period. After the first twelve (12) month probationary period, an employee will serve a three (3) month Conditional Status period for classifications gained through transfer, promotion, or application to an open position.
- 6.8 Organizational Activities/ Release Time
- 6.8.1 The Association shall be granted up to 120 hours of release time each year which can be used by the Association chapter elected conference delegates as approved in advance by the Director of Human Resources Development and Personnel Services or his/her designees. Any unit member

appointed to or elected to a State CSEA committee or office will be granted reasonable release time.

- 6.8.2 The Chapter President will be granted eight (8) hours release time per week. The District will provide a substitute for the Association Chapter President for eight (8) hours per week or will reduce the workload of the Chapter President by eight (8) hours per week by transferring the work. The District agrees that reasonable release time for chapter business will be provided for the Association executive officers and site representatives.
- 6.8.3 The Association shall be granted reasonable release time for unit members while meeting and negotiating on collective bargaining matters during working hours as mutually agreed on by the parties. To assist with the workload of the unit members while in negotiations, the District may hire substitutes, provide compensatory time off or overtime pay for extra time worked pursuant to Article 12.4, or temporarily assign some of the duties of the position(s) to another employee(s).
- 6.9 Job Openings Notification: All laid-off persons will be notified of classified vacancies, District wide, in conjunction with the in-house recruiting.
- 6.10 Short-Term Employees: The District shall notify the Association of any hiring of short-term employees once a year in the month of October. To be updated pursuant to AB-500.
- 6.11 Student Employees: The District shall not employ any students under any college work-study program, or in a work experience education program, which will result in the displacement of bargaining unit members.
- 6.12 Travel Expenses - When authorized by the District for performing unit member's assigned official District duties, unit members shall be reimbursed for use of personal vehicles at the current Board-established rate and shall be reimbursed for actual, reasonable, and necessary expenses arising from travel or personal expenditure within Board-established limits incurred in the discharge of their official duties.
- 6.13 Board Agenda - One (1) copy of Board agenda and non-confidential enclosure material shall be provided to the Association President prior to Board meetings.
- 6.14 Uniforms - The District shall pay the full cost of the purchase, lease or rental of uniforms and/or protective clothing that is required by the District.
 - 6.14.1 The District will meet with the employees involved before determining the type of uniform to be provided.
 - 6.14.2 Employees shall wear the uniforms if it is determined that uniforms are to be provided.

ARTICLE 7.0 – MANAGEMENT RIGHTS

- 7.1 The Association recognizes and agrees that the exercise of the express and implied legal powers, rights, duties and responsibilities by the Board, e.g., the adoption of policies, rules, regulations and practices in furtherance of these powers, and the use of judgment and discretion in connection herewith shall be limited only by the specific and express terms of this Agreement and then only to the extent that such specific and express terms are in conformance with law.
- 7.2 The Association recognizes and agrees that the District powers, rights, authority, duties and responsibilities include, but without limiting the generality of the foregoing, the exclusive right to manage its operation; direct, select, decrease and increase the workforce, including but not limited to hiring, demotion, suspension, layoff or discharge; to eliminate positions and the right to reduce the hours, workday, work year of single position classes in the event that the District Chancellor determines that such reduction is necessary because of lack of work or lack of funds; to maintain discipline and efficiency of unit members, to prescribe rules to that effect, to establish and change standards, to determine the qualifications of unit members; the right to make all plans and decisions on matters involving its operations; to determine solely the extent to which the facilities of any department thereof shall be operated, the additions thereto, the removal of equipment, the outside purchase of products or services, the scheduling of operations, the means and processes of operations, the material to be used, and the right to introduce new, or improved, methods and facilities, and to change or alter any existing methods and facilities; to regulate quantity of services and to otherwise take any actions desired to run the entire operation efficiently.

- 7.3 The Association recognizes and agrees that the District retains its right to amend, modify, or suspend policies and practices referred to in this Agreement in case of emergency. Emergency is defined as an act of God, a natural disaster, or other dire interruption of the District's programs. The determination of whether or not an emergency exists is solely within the discretion of the Board.

ARTICLE 8.0 – LEAVES

8.1 Absences and Conditions Regulating Absences

- 8.1.1 A unit member may be absent from work during required periods of service, providing the applicable policies and procedures have been properly implemented. Absence for any other reason shall constitute an "unauthorized absence" and may subject the unit member to disciplinary action.
- 8.1.1.1 An "unauthorized absence" is any absence that is not a paid leave as defined in this agreement or not an unpaid leave authorized by the Board of Trustees.
- 8.1.2 Information relative to absences and leaves shall be made a matter of record included in the unit member's personnel file. Violation of such absences and leave provisions shall be considered cause for suspension and/or dismissal.
- 8.1.3 Except when there is an emergency, notification of unit member's absence shall be reported in advance by the unit member to the immediate supervisor or, if not available, the and Human Resources Development and Personnel Services Office or Campus Police Department. When advance notification is impossible, the unit member shall submit notice as early as possible. The reasons and the amount of time to be involved shall be reported.
- 8.1.4 Before the end of the work day on the first day the unit member returns to service the unit member shall complete the Leave Request/Report of Absence form stating the reason for absence. Documentation supporting the unit member's need for absence may be required. Misrepresentation by a unit member of the reason for an absence shall cause such absence to be classified as an "unauthorized absence."
- 8.1.5 A unit member shall not be allowed to undertake any gainful employment while on leave of absence or sick leave unless specifically authorized by the Board. The unit member may be required to certify that he/she was not gainfully employed.
- 8.1.6 Unit members shall not be entitled to salary compensation during periods of "unauthorized absence" from work during required periods of service.
- 8.1.7 Upon expiration of authorized leave of absence, the unit member will be placed in an existing position in the same job classification in which the unit member previously worked.
- 8.1.8 Unit members in unpaid status will be ineligible for continuance of District benefits unless the unit member elects to make advance payment to the District for such benefits.
- 8.1.9 Periods of authorized leave of absence, paid or unpaid, shall not be considered to be a break in service.

8.2 Bereavement Leave

- 8.2.1 Unit members may be granted, without loss of salary, or other benefits, leave of absence not to exceed three (3) working days (five (5) working days if out-of-state or in excess of two hundred (200) miles one-way is required) at the time of death of a member of the unit member's immediate family. Such absence will not be deducted from authorized absences or leaves.
- 8.2.2 "Member of the immediate family," (either by birth or through marriage including "step" relations) as used in this section means the mother, father, grandmother, grandfather, or grandchild of the unit member or of the unit member's spouse, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, registered domestic partner, or any immediate relative living in the immediate household of the unit member.
- 8.2.3 The Director of Human Resources Development and Personnel Services may request verification satisfactory to the District of bereavement leave immediately upon returning to work.

8.3 Jury Duty

- 8.3.1 When regularly called for jury duty in the manner provided by law, unit members shall be granted a leave of absence without loss of pay for the time the unit member is required to perform jury duty during the unit member's regularly assigned working hours.
- 8.3.2 Request for jury duty should be made by presenting as soon as possible the official court summons to the unit member's immediate supervisor and to the District Human Resources Development and Personnel Services Office through regular administrative channels.
- 8.3.3 Reimbursement to the District of any monies earned as a juror, except mileage, shall be made by the unit member.
- 8.3.4 A unit member regularly called for jury duty shall not be encouraged in any way to seek exemption from such duty nor shall he/she be discriminated against in any way for not seeking such exemption.
- 8.3.5 When jury service is not required during the unit member's regular assigned working hours, the unit member is required to return to work.
- 8.3.6 Any day during which a unit member, whose regular assigned shift commences at 6:00 PM or after and who has served all day on jury duty, that unit member shall be relieved from work without loss of pay.
- 8.3.7 The District may require verification of jury duty prior to, or subsequent to, providing compensation.

8.4 Personal Necessity Leave

- 8.4.1 A unit member may be granted a maximum of seven (7) days leave of absence in any school year without loss of pay in cases of personal necessity. Such leaves shall be deducted from the unit member's accumulated sick leave when approved by the Director of Human Resources Development and Personnel Services or direct supervisor upon employees' return to work.
- 8.4.2 Personal necessities are limited to:
 - 8.4.2.1 Serious illness of a member of the immediate family, as defined in 8.2.2;
 - 8.4.2.2 An accident involving his/her person or property, or the person or property of a member of his/her immediate family;
 - 8.4.2.3 Death of a member of the immediate family, as defined in 8.2.2;
 - 8.4.2.4 Appearance in court as a litigant or witness.
- 8.4.3 This leave specifically does not include any recreational use, nor any use related to the present or prospective employment, union activity or paid employment outside the District. Such leave as applied for, used, and/or granted must be on matters which cannot be accomplished other than during the unit member's regular working hours, or deferred to a more convenient date or time to accommodate the regular work schedule.

8.5 Industrial Accident or Illness Leave

- 8.5.1 Any unit member, upon attaining permanent status, shall receive sixty (60) working days leave with pay in any one fiscal year for an industrial accident or illness. An industrial accident or illness is defined as one where the unit member becomes ill or is injured while he/she is serving the District and the accident or illness is reported to the Workers' Compensation insurance carrier in accordance with their regulations, and the Workers' Compensation insurance carrier accepts responsibility for the treatment of the unit member.
- 8.5.2 Industrial accident or illness leave will commence on the first (1st) day of absence. Allowable leave shall not be accumulative from year to year. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year, in which the injury or illness occurred, for the same illness or injury.

- 8.5.3 Payment for wages lost on any day shall not, when added to an award granted the unit member under the Workers' Compensation laws of this state, exceed the normal wage for the day. Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under Workers' Compensation.
- 8.5.4 The industrial accident or illness leave of absence is to be used in lieu of entitlement acquired under Section 88191 of the State Education Code. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used; but if a unit member is receiving Workers' Compensation he/she shall be entitled to use only so much of his/her accumulated or available sick leave, accumulated compensating time off, vacation or other available leave which, when added to the Workers' Compensation award, provide for a full day's wage or salary.
- 8.5.5 Periods of leave of absence, paid or unpaid, shall not be considered to be a break in service of the unit member.
- 8.5.6 During all paid leaves of absence, whether industrial accident leave as provided in this section, sick leave, vacation, compensated time off, or other available leave provided by law, or the action of the Board, the unit member shall endorse to the District wage loss benefit checks received under the Workers' Compensation laws of this state. The District, in turn, shall issue the unit member appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions. Reduction of entitlement to leave shall be made only in accordance with this section.
- 8.5.7 When all available leaves of absence, paid or unpaid, have been exhausted and if the unit member is not medically able to assume the duties of his/her position, he/she shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months.
 - 8.5.7.1 When available, during the thirty-nine (39) month period, he/she shall be employed in a vacant position in the class of his/her previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case he/she shall be listed in accordance with appropriate seniority regulations.
 - 8.5.7.2 A unit member who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed.
- 8.5.8 The Board shall require certification by the attending physician that the unit member is medically able to return to and perform the duties of his/her position.
- 8.5.9 Any unit member receiving benefits provided in this section shall, during periods of injury or illness, remain within the State of California unless the Board authorizes travel outside of state.

8.6 Sick Leave

- 8.6.1 Unit members employed five (5) days a week shall be entitled to twelve (12) days leave of absence for illness or injury with full pay for a fiscal year of service. This entitlement shall be credited at the start of each fiscal year (July 1) to full-time unit members. Fractional assignment shall receive proportionate leave entitlement.
- 8.6.2 Unit members employed five (5) days a week for less than a full fiscal year are entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of months he/she is employed bears to twelve (12).
- 8.6.3 Unit members employed less than five (5) days per week shall be entitled, for fiscal year of service, to that proportion of twelve (12) days leave of absence for illness or injury as the number of days he/she is employed per week bears to five (5). When such persons are employed for less than a full fiscal year of service this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.
- 8.6.4 Pay for any day for such absence shall be the same as the pay, which would have been received, had the unit member served during the day.

- 8.6.5 Credit for leave of absence need not be accrued prior to taking such leave by the unit member and such leave of absence may be taken at any time during the year. New unit members of the District shall not be eligible to take more than six (6) days, or the proportionate amount to which they may be entitled under this policy, until the first (1st) day of the calendar month after completion of six (6) complete months of active service with the District.
- 8.6.6 Utilization of sick leave shall be calculated in increments of thirty (30) minutes.
- 8.6.7 If the unit member does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year. Unused cumulative sick leave will be canceled when employment with the District is terminated and will not be compensated for in terminal pay.
- 8.6.8 Sick leave may be used for visits to medical doctors, dentists, optometrists, oculists, chiroprodists, chiropractors, psychiatrists, psychologists, or physical therapists, for the unit member or the unit members immediate family as defined in 8.2.2. Such leave shall be scheduled so as to interfere as little as possible with operations of the District and shall be of reasonable duration.
- 8.6.8.1 “so as not to interfere” means, as much as possible, appointments will be scheduled at the beginning or end of the day, and/or will require return to work upon completion of appointments.
- 8.6.9 All sick leave absence shall be reported in writing through the immediate supervisor. The District reserves the right to require medical verification of illness for any absence; however, such right shall not be exercised in an arbitrary or capricious manner. In addition, any absence of five (5) days or more requires medical certification.
- 8.6.10 Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, are, for all job-related purposes, temporary disabilities and shall be treated as a condition of illness.
- 8.6.11 Unit members must be in active employment a minimum of eleven (11) days in order to earn one (1) day sick leave for that month. Unit members on paid leave status are eligible to earn or use sick leave. Sick leave may be applied only on those days when the unit member is required to report for duty but cannot do so because of illness or injury. The operation of this provision shall not be deemed to nullify Section 8.8.9 below.
- 8.6.11.1 “Active employment means in a paid, working status, paid leave status or in a Board authorized unpaid leave status. “Unauthorized leave” is not active employment.
- 8.6.11.2 While “difference pay” is active employment, unit members will not accrue additional sick leave and vacation while on “difference pay”.
- 8.6.12 When a unit member is separated prior to rendering a complete fiscal year of service, the sick leave entitlement for the partial year shall be that proportion of twelve (12) days leave as the number of months in the fiscal year he/she was employed bears to twelve (12).
- 8.6.13 Sick leave entitlement shall be reduced by one (1) day for each month a unit member is on leave without pay.
- 8.6.14 Unit members may convert unused sick leave to retirement credit in accordance with the then-existing law, rules and regulations of P.E.R.S. when filing a request for retirement.

8.7 Holiday Leave

- 8.7.1 Members of the unit shall be entitled to the following holidays with pay:
- | | |
|----------------------------------|----------------------------|
| Martin Luther King Jr. Day | Independence Day |
| Lincoln’s Birthday Observance | Labor Day |
| Washington’s Birthday Observance | Veterans Day Observance |
| Caesar Chavez Day Observance— | Day Prior to Thanksgiving |
| <i>(starting 2010)</i> | Thanksgiving Day |
| Spring Thursday | Day Following Thanksgiving |
| Spring Friday | Winter Closure |
| Memorial Day | |

- 8.7.2 Winter Closure: The last seven (7) working days prior to January 2, except when January 1 falls on a Sunday, then the seven (7) working days shall include January 2.
- 8.7.3 When a holiday falls on a Sunday, the following workday not a holiday shall be deemed to be a holiday in lieu of the day observed. When a holiday falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.
- 8.7.4 Should a holiday as outlined in Section 8.7.1 or any other day designated by the Board as a public holiday occur while a unit member is absent from work because of sick leave, vacation, or any other paid leave of absence, the holiday shall be considered as time worked and shall not be deducted from other paid leave of absence.
- 8.7.5 Unit members shall be entitled to the same number of holidays, regardless of whether they work Monday through Friday or some other shift.
- 8.7.6 Unit members other than an employee designated by the District as exempt, required by his/her supervisor to work on a holiday shall receive time-and-a half pay in addition to his/her regular day's pay for work on the holiday. If the unit member does work and is paid overtime for working on a holiday, he/she shall not receive an additional day off.
- 8.7.7 When a holiday falls on a non-work day for a unit member working other than Monday through Friday and the holiday is one of those outlined in Section 8.7.1, the unit member is entitled to an additional day off with pay.

8.8 Vacation Leave

- 8.8.1 Unit members are entitled to vacation allowance with regular pay. Unit members working forty (40) hours per week on a twelve (12) month basis shall earn vacation leave as follows based on their anniversary date:

1 year -	11 days (7.33 hrs. per month)
2 thru 5 years -	12 days (8.0 hrs. per month)
6 thru 10 years -	17 days (11.33 hrs. per month)
11 thru 15 years -	18 days (12.0 hrs. per month)
16 or more years -	22 days (14.67 hrs. per month)
- 8.8.2 Unit members working less than forty (40) hours per week or less than twelve (12) months per year shall earn vacation at the same ratio as their work schedule bears to the regular work hours per day, days per week, weeks per month, or months per year.
- 8.8.3 Entitlement to vacation shall be credited at the start of each fiscal year or the beginning of employment for bargaining unit members. If a unit member terminates employment with the District and has been granted vacation leave which was not yet earned at the time of termination of employment, the District shall deduct from the unit member's last check the full amount of salary which was paid for such unearned days of vacation leave taken.
- 8.8.4 Vacation entitlement shall be established as the first (1st) of the month of employment if employed between the first (1st) and fifteenth (15th) calendar date of that month or the first (1st) of the following month if employed on or after the sixteenth (16th) calendar date of the month. In order to count the last month of service for vacation allowance, the unit member must have worked beyond the fifteenth (15th) day of the month.
- 8.8.5 Upon separation from service with the District, the unit member shall be entitled to lump sum compensation for all earned and unused vacation to a maximum of two (2) years annual leave allowance.
 - 8.8.5.1 Unit members who have not completed six (6) months of employment in regular status shall not be entitled to compensation for vacation.
 - 8.8.5.2 If, during the first six (6) months of employment, the unit member has used vacation, such vacation used shall be deducted from their final pay warrant.
- 8.8.6 A unit member shall not accrue vacation leave until having worked in a paid, active status, as defined in 8.6.11.1.

- 8.8.7 No unit member may normally take vacation leave in excess of twenty (20) consecutive working days without having scheduled the leave at least six (6) months in advance, and/or with approval of the Board. Leaves approved under this section shall be deemed priority vacations over subsequent vacation requests.
- 8.8.8 Accrued vacation leave will be used to extend sick leave when necessary.
- 8.8.9 Any paid holiday to which a unit member is entitled shall not be charged as a day of vacation.
- 8.8.10 A permanent unit member shall be permitted to interrupt or terminate vacation leave in order to begin another type of leave provided the employee supplies notice, where possible, and supplies supporting documentation, such as a doctor's certificate, if applicable, of illness, regarding the basis for such interruption or termination.
- 8.8.11 A unit member must work a minimum of eleven (11) days during the month or be on paid leave of absence in order to earn full vacation for that month.
- 8.8.12 Vacation schedules shall be developed within each department. Insofar as possible, vacation shall be scheduled at times requested by the bargaining unit member; however, the District shall have the right to insure the vacation schedules do not impede the required operations of the department.
- 8.8.13 No employee may accumulate more than two (2) years vacation benefits as of 30 June. Employees who, by 1 March, appear to possibly accrue more than the limit of two (2) years by 30 June will be so notified.
 - 8.8.13.1 Thereafter, the District will schedule the employee for vacation in the amount of the accumulated excess. In doing so, the District will attempt to schedule such vacation at a time mutually agreed upon.
 - 8.8.13.2 If the District does not allow the employee to take vacation, the employee will be paid a lump sum for the excess accumulated days.
- 8.9 Parental Leave - An employee is entitled up to five (5) days paid leave each year, to be deducted from accumulated sick leave, for the purposes of childcare after birth or adoption, for processing an adoption, or for pregnancy-related illness.
- 8.10 Personal Business - Annually, each unit member shall be entitled to five (5) days of paid leave, which shall be deducted from accrued sick leave, for the purpose of conducting personal business.
 - 8.10.1 These days may be taken in thirty (30) minute increments.
 - 8.10.2 Whenever possible one day notice shall be submitted prior to taking such leave.
- 8.11 General Leave - When no other leaves are available, a leave of absence of not more than one (1) year may be granted to a permanent employee on an unpaid basis upon unit member request and approval by the Board of Trustees. Authorization of leaves under this section shall not be deemed as a precedent for future requests.
- 8.12 Leaves, except Military Leave, may not be used for other employment without the express permission of the District.
- 8.13 Military Leave - A unit member shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.
- 8.14 Leave of Absence for Retraining and Study
 - 8.14.1 An employee may request a leave of absence for up to one (1) year for study or retraining purposes and upon approval of the Board of Trustees shall be granted such leave. Such leave may be granted not more than once every three (3) years for retraining nor more than once every seven (7) years for study.
 - 8.14.2 An employee may request a leave of absence for study upon the completion of seven (7) consecutive years service with the District.

An employee requesting such leave shall submit to the appropriate supervisors, in writing, a detailed description of the study program identifying particularly those areas that will improve

his/her ability to carry out the duties and function of his/her job, to keep abreast of the latest technological changes, and/or benefit the operation of the District.

- 8.14.3 A retraining program may be mutually agreed to upon the employee's completion of three (3) consecutive years of service.
- 8.14.4 The maximum number of employees on such leave at any one time may not exceed five percent (5%) of employees in the Classified service.
- 8.14.5 While on such leave, the employee will receive "difference pay." Difference pay is defined as the residual of the employee's pay after deducting the cost of what is paid or the cost of what would have been paid a substitute during the period of the leave.
 - 8.14.5.1 Employees must return to two (2) years employment in the District after such leave.
 - 8.14.5.2 Employees will receive their difference pay in two equal, annual, installments, one (1) during the first (1st) year and one (1) during the second (2nd) year after returning from such leave.
- 8.14.6 Any leave of absence granted under this policy shall not be deemed a break in service for any purpose with the sole exception being that if the employee does not maintain her/his insurance benefits during the leave, some insurance benefits may be, thereby, modified.
- 8.14.7 Such leave shall not be counted in computing the period, which must elapse before the granting of another, leave for retraining or study purposes.
- 8.14.8 Upon returning from a leave of absence, the employee shall assume the duties of his/her absented position with seniority as of the date of beginning the leave.

8.15 Family Care and Medical Leave:

- 8.15.1 The District shall abide by the state and federal Family Care and Medical Leave Act.
- 8.15.2 The purpose of Family Care and Medical Leave is to provide a unit member with the ability to take time off from work for the birth, adoption, or placement of a child or for the serious health condition of the unit member, her/his child, parent, or spouse without jeopardizing employment status.
- 8.15.3 Eligibility: A unit member who has been employed by the District for at least twelve (12) months and who is otherwise eligible for benefits.
- 8.15.4 Reasons for Family Care and Medical Leave:
 - 8.15.4.1 Because of the birth of the unit member's child and in order to care for such child.
 - 8.15.4.2 Because of the placement of a child with the unit member for adoption or foster care.
 - 8.15.4.3 In order to care for the spouse, a child, or a parent who has a serious health condition.
 - 8.15.4.4 Because of a serious health condition that renders the unit member unable to perform the functions of his/her position.
- 8.15.5 Leave Parameters
 - 8.15.5.1 A unit member may take a total of twelve (12) weeks of leave during any twelve (12) month period.
 - 8.15.5.2 In general, leave shall not be taken by the unit member intermittently or on a reduced leave schedule unless medically necessary. The taking of leave intermittently or on a reduced leave schedule shall not result in a reduction in the total amount of leave to which the unit member is entitled pursuant to this Article.
- 8.15.6 Maintenance of Insurance Benefits
 - 8.15.6.1 Coverage - During any period that a unit member takes family and medical care leave, the District shall continue to provide the fully paid District group health and welfare life insurance benefits for the duration of the leave at the level and under the conditions

coverage would have been provided if the unit member had continued in employment continuously for the duration of such leave.

8.15.6.2 Failure to Return from Leave - The District may recover the premium that it paid for maintaining coverage for the unit member under the group health and welfare benefits plan during any period of unpaid Family and Medical Care Leave if the unit members fails to return from leave after the period to which the employee is entitled has expired; and the employee fails to return to work for a reason other than:

8.15.6.2.1 The continuation, recurrence, or onset of a serious health condition that entitled the employee to leave or,

8.15.6.2.2 Other circumstances beyond the control of the employee.

8.15.6.3 Reinstatement Rights

8.15.6.3.1 Upon return from an approved family or medical care leave, the unit member shall return to the same bargaining unit position unless mutually agreed upon otherwise.

8.15.6.3.2 Family Care and Medical Leave shall not be considered a break in service for longevity or seniority.

8.15.6.4 Notice by Unit Member

8.15.6.4.1 If the unit member's need for a leave pursuant to this Section is foreseeable, the unit member shall provide the Director of Human Resources Development and Personnel Services with reasonable notice of the need for the leave.

8.15.6.4.2 If the unit member's need for leave pursuant to this Section is foreseeable due to a planned medical treatment or supervision, the unit member shall make a reasonable effort to schedule the leave to avoid disruption to the operations of the District, subject to the approval of the health care provider of the individual requiring care.

8.15.6.4.3 The District may require that the unit member's request for leave to care for a child, a spouse, or a parent who has a serious health condition be supported by a certification issued by the health care provider of the individual requiring care.

8.15.6.4.4 The District may require that the unit member's request for leave because of the unit member's own serious health condition be supported by a certification issued by his/her own health care provider.

8.16 Catastrophic Leave: The District shall create a Catastrophic Leave Program as follows:

8.16.1 Any classified employee may donate up to sixteen (16) hours of Sick Leave per year to the "Catastrophic Leave Pool."

8.16.2 Requests for Catastrophic leave donations shall be made by the Director of Human Resources Development and Personnel Services through a District-wide notice to all Permanent Classified Employees.

8.16.3 Any employee who receives eligible sick leave credits under this provision shall first exhaust all paid leave he/she has accrued.

8.16.3.1 The eligible employee may "withdraw" leave from the pool in no less than eight (8) hour increments.

8.16.3.2 All requests for Catastrophic Leave must be made by or on behalf of the employee to the Director of Human Resources Development and Personnel Services and be accompanied by a physician's verification of medical need and duration of recovery.

8.16.4 The Director of Human Resources Development and Personnel Services, three (3) unit members selected by the Association and one (1) Classified Supervisor appointed by the Director of Human

Resources Development and Personnel Services shall form an Ad Hoc Catastrophic Leave Committee whose responsibility will be to grant or deny the request for Catastrophic Leave.

The Catastrophic Leave Committee may allow a permanent employee to withdraw up to fifty percent (50%) of the available hours in the Catastrophic Leave Pool for each illness, injury, accident, etc. The Committee may consider extensions of this limit on a case by case basis.

8.16.5 In the event that any donated Catastrophic Leave time remains unused, that time shall remain in the Catastrophic Leave Pool and shall be available to other qualified employees pursuant to the terms of this Article.

8.16.6 Catastrophic leave provisions shall apply to all permanent classified employees.

ARTICLE 9.0 – INSURANCE PROGRAMS

9.1 Effective July 1, 2008, for Classified Unit Members hired before January 1, 2003, Yuba Community College District will provide health benefits with one hundred percent (100%) District paid premiums, to a maximum of \$1225 per month, to include Health (Premier Plus Plan), dental, vision and life insurance for unit members and their eligible dependents for the period July 1, 2008 through June 30, 2011. The unit member shall have the option to purchase a more costly plan at the expense of the unit member, should the cost of the plan selected by the unit member have higher premiums than that which the unit member qualifies for.

For the period July 1, 2008 to June 30, 2011:

Health Insurance: TCSIG Medical Premier Plus Plan up to \$1225 per month.

District and unit members will share equally the cost of the portion of the premium in excess of \$1225 per month.

Dental Insurance: TCSIG Delta Dental Plan D-3, \$2,000 yearly limit

Vision Insurance: TCSIG Vision Plan C, \$5 Co-pay

Life Insurance: Transamerica Life \$50,000 Straight Term

9.2 Effective July 1, 2008 for Classified Unit Members hired on or after January 1, 2003, Yuba Community College District will provide health benefits with one hundred percent (100%) District paid premiums, to a maximum of \$1225 per month, to include Health (Premier Plan), dental, vision and life insurance for unit members and their eligible dependents for the period July 1, 2008 through June 30, 2011. The unit member shall have the option to purchase a more costly plan at the expense of the unit member, should the cost of the plan selected by the unit member have higher premiums than that which the unit member qualifies for.

For the period July 1, 2008 to June 30, 2011:

Health Insurance: TCSIG Medical Premier Plan up to \$1225 per month.

District and unit member will share equally the cost of the portion of the premium in excess of \$1225 per month.

Dental Insurance: TCSIG Dental Plan D-3 \$2,000 yearly limit

Vision Insurance: TCSIG Vision Plan C, \$5 Co-pay

Life Insurance: Transamerica Life \$50,000 Straight Term

9.3 All unit members with a spouse or domestic partner that is “dual covered” under the Districts benefits plans with TCSIG and/or any other employer that is a member of TCSIG, shall be placed in TCSIG Standard Plan for the duration of the period that they are “dual covered”. Should it occur that a unit member’s circumstances change such that they are not dual covered under TCSIG plans, the unit member will be allowed to return to the plan that they otherwise qualify for under the terms of this agreement. Unit members shall return to the plan that they qualify for by documenting a qualifying event and by the District submitting a letter of support to the vendor documenting the qualifying event.

9.3.1 In the event that the TCSIG Standard Plan changes such that dual covered unit members are not provided one hundred percent (100%) coverage for all circumstances, each unit member shall be moved to the next highest plan that provides one hundred percent (100%) coverage for dual covered unit members. (IE, Standard Plan changes such that out of pocket expenses are not fully

covered in the same manner that dual covered individuals would enjoy as dual covered under Premier Plus or Premier Plans).

- 9.4 The District will implement a flexible benefits option for all unit members. This option will allow unit members to select from all of the available TCSIG plans, including all “High Deductible” plans that qualify for Health Savings Accounts.
- 9.4.1 The District will provide to each unit member a return of seventy-five percent (75%) of the savings from the difference in premiums if the unit member voluntarily opts into a lower plan than what the unit member qualifies for as outlined in Sections 9.1 and 9.2. The premium savings will only be provided to the unit member via a District sponsored 403(b) plan or qualified Health Savings Account. Unit members may utilize this option based on savings between the cap of \$1225 per month and the cost of the premium for the lower plan. (IE. \$1225 – voluntary option rate = 403b District contribution or H.S.A. contribution)
- 9.4.2 Options for dispersal are as outlined in Exhibit 7. The options include voluntarily opting from one of TCSIG regular plans, identified as Premier Plus, Premier, Standard and Basic to a lower regular plan OR voluntarily opting from the regular plans to a High Deductible Plan eligible for a Health Savings Account.
- 9.4.3 In the event that a unit member opts from the regular plan for which the unit member is qualified into a lower regular plan, they will receive 75% of the savings from the premium placed into a District sponsored 403(b) plan.
- 9.4.4 In the event that a unit member opts from the regular plan for which the unit member is qualified for, they will receive seventy-five percent (75%) of the savings from the premium placed in a District sponsored Health Savings Account up to the maximum allowable contribution by law. Any remaining premium savings will then be placed into a District sponsored 403(b) plan.
- 9.4.5 The District will utilize the Health Savings Account vendor provided through TCSIG and unit members must meet all legal mandates for qualification to participate in Health Savings Account.
- 9.5 In the event a successor agreement has not been reached by the expiration of this agreement, and the District and the Association are not actively involved in negotiations, the District and the Association agree to share equally the increased cost (starting July 1, 2011) to health benefit [Premier Plan, (new employees hired after January 1, 2003) or Premier Plus Plan, (employees hired before January 1, 2003)], dental, vision and life insurance beyond the cost of benefits for 2010-11.
- 9.6 This article is limited by plan conditions, time requirements, open enrollment periods, and other restrictions identified by the Tri-County Schools Insurance Group for benefits.
- 9.7 Unit members working .6 FTE or more will receive District-paid health and welfare benefits. Unit members working less than .6 FTE shall not receive any District-paid health and welfare benefits.
- 9.8 For those unit members whose assignment is less than twelve (12) months, the District will pay the premiums for the insurance programs described in Sections 9.1, 9.2, 9.3, and 9.4 above. Should the unit member fail to return to his/her position, he/she shall reimburse the District for the amount of premiums paid by the District during the period of non-employment.
- 9.9 New employees will receive coverage effective the first (1st) of the month following employment. For the purposes of qualification for health benefits, date of hire for any permanent position will be used for determining the plan that a unit member is eligible for.
- 9.10 Unit members on paid leave status are considered to be continuous employees and no interruption to the insurance program shall be imposed upon unit members on paid leave. Unit members on an unpaid leave shall have their insurance program terminated for the remaining duration of the leave unless the unit member wishes to continue coverage by paying the full premium(s) each month in advance.
- 9.11 Should the District change the Group Health Insurance provider, the District will provide a health plan that provides materially equal benefits, subject to rules, regulations and or bylaws as required by the provider. In the event that there is not materially equal benefit plans commercially available, the District will negotiate plan changes with the Association upon changing providers.

ARTICLE 10.0 – GRIEVANCE PROCEDURE

- 10.1 Purpose - To provide an orderly procedure for reviewing and resolving grievances promptly.
- 10.2 Definitions
- 10.2.1 Grievance - A formal written statement by a grievant that the grievant has been adversely affected by a violation of a specific article, section or provision of this Agreement.
- 10.2.1.1 “Grievance” as defined in this Agreement shall be brought only through this procedure.
- 10.2.1.2 Actions to challenge or change the policies of the District as set forth in the policies, rules and regulations, or, administrative regulations and procedures not contained within this Agreement, must be undertaken under the separate processes determined by present existing policies.
- 10.2.2 Grievant - Any member of the bargaining unit covered by the terms of this Agreement.
- 10.2.3 Day - A “day” (for purposes of this “Grievance” Article) is any day on which the District Human Resources Development and Personnel Services Office is regularly open for business.
- 10.2.4 Immediate Supervisor - The immediate supervisor is the first (1st) District-designated supervisor or manager not within the same bargaining unit who has immediate jurisdiction over the grievant.
- 10.3 Time Limits
- 10.3.1 A grievant who fails to comply with the established time limits at any step shall forfeit all rights to further application of this Grievance Procedure.
- 10.3.2 District failure to respond within established time limits at any step entitles the grievant to proceed to the next step.
- 10.3.3 Time is of the essence in all processing of grievances.
- 10.4 Other Provisions
- 10.4.1 Member Legal Rights - Nothing contained herein shall deny any unit member her/his legal rights under state or federal constitutions and laws. No unit member may use this Grievance Procedure in any way to appeal discharge or a decision by the Board not to renew her/his contract of employment. No unit member shall use this Grievance Procedure to appeal any Board decision if such decision is a result of a State or Federal Regulatory Commission or Agency, or State or Federal Law Decision.
- 10.4.2 The grievant may be represented by a designee of the Association at any step of this Grievance Procedure.
- 10.4.3 Grievance Processing - Limits - Any grievance or alleged grievance which occurs during the period between the termination date of this Agreement and the effective date of a new agreement shall be processed under this Grievance procedure. Any grievance, which arose prior to the effective date of this Agreement, shall not be processed under this procedure. Any grievance or alleged grievance which occurred or is alleged to have occurred and which the unit member knew or should have known of more than ten (10) days, excluding vacation but not excluding summer and other break periods, prior to notification at Level I with the immediate supervisor shall not be processed by the District.
- 10.4.4 Employee-Processed Grievance - A unit member may present a grievance directly and have such grievance adjusted without intervention of the Association as long as the adjustment is not inconsistent with the terms of this Agreement. The Association shall be provided copies of any grievances filed by employees directly and any responses to the District. Prior to any resolution of any grievance, the Association shall be provided with a copy of the proposed resolution for review. The Association shall be given an opportunity to file a written response to the proposed resolution within five (5) days.
- 10.4.5 Group Grievances - If the Grievance involves employees with different immediate supervisors, the grievance may be filed at Level III at the discretion of the District.

10.5 Procedural Steps

10.5.1 LEVEL I

10.5.1.1 Within ten (10) days, excluding vacation but not excluding summer and other break periods, of the time a unit member knew or should have known of the occurrence of a grievance, the unit member shall discuss with the immediate supervisor or designee the alleged grievance.

10.5.1.2 If a satisfactory resolution is not reached within five (5) days of the discussion, the grievant shall present, within three (3) days thereafter, on the "Statement of Grievance" form, the grievance in writing to the immediate supervisor or designee.

10.5.1.3 The immediate supervisor or designee shall communicate the decision to the unit member in writing within five (5) days after receiving the grievance. The immediate supervisor or designee may request a personal conference.

10.5.2 LEVEL II

10.5.2.1 In the event the grievant is not satisfied with the decision at Level I, the decision may be appealed on the appropriate form to the next higher designated supervisor, manager or designee, within five (5) days.

10.5.2.2 In order to be processed or considered, the appeal shall include copies of the original grievance and decision rendered, and the reason of the appeal.

10.5.2.3 The next higher designated supervisor, manager or designee shall communicate the decision to the grievant in writing within five (5) days of receiving the appeal. Either the grievant, the next higher designated supervisor, manager or designee may request a personal conference within the above time limits. Any meeting shall be by mutual agreement.

10.5.3 LEVEL III

10.5.3.1 If the grievant is not satisfied with the decision at Level II, he/she may appeal the decision in writing within five (5) days to the Director of Human Resources Development and Personnel Services.

10.5.3.2 The appeal shall include a copy of the original grievance and appeal with the decisions rendered and the reasons of the appeal.

10.5.3.3 The Director of Human Resources Development and Personnel Services or designee shall communicate the decision in writing to the grievant within ten (10) days. Either the grievant or the Director of Human Resources Development and Personnel Services designee may request a personal conference within the above time limits. Any meeting shall be by mutual agreement.

10.5.4 LEVEL IV

10.5.4.1 In the event the grievant is not satisfied with the decision at Level III, the decision may be appealed on the appropriate approved form to the College President within ten (10) days.

10.5.4.2 In order to be processed or considered, the appeal shall include copies of the original grievance and decision rendered, and the reason of the appeal.

10.5.4.3 The College President, or designee, shall communicate the decision to the grievant in writing within twenty (20) days of receiving the appeal. The grievant, the College President, or designee, may request a personal conference within the above time limits. Any meeting shall be by mutual agreement. If the College President does not render a decision within the twenty (20) day limit, or if the grievant is not satisfied with the decision, the Association may appeal to Level V Mediation.

10.5.5 LEVEL V

10.5.5.1 Within twenty (20) days after the Association has submitted the grievance to mediation, the Association and the District shall attempt to agree upon a mediator. If they are unable to agree upon a mediator, the District shall request a list of mediators from the State Conciliation and Mediation Service.

10.5.5.2 The purpose of the mediation is to attempt to resolve the grievance in its entirety pursuant to the Agreement of the Association and the District. If the mediation does not successfully resolve the dispute, the Association may, within ten (10) days of the termination of mediation, as determined by the mediator, submit the matter to Level VI, Binding Arbitration.

10.5.6 LEVEL VI – Binding Arbitration. As soon as possible after the matter is submitted to the arbitrator, the arbitrator shall submit in writing to the Association and to the College President a final and binding decision.

10.5.6.1 If the matter is submitted to arbitration, the District and the Association shall, within fifteen (15) days, attempt to agree upon an arbitrator. If the parties are unable to agree upon an arbitrator within this time period, the District shall request a list of arbitrators from the State Conciliation and Mediation Service and/or American Arbitration Association. If the Association and the District are unable to agree upon an arbitrator from a list, they will either agree to request another list, or they will strike names from that list until only one name remains. That person will be the arbitrator. The order of striking names shall be determined by lot.

10.5.6.2 The arbitration shall be commenced within thirty (30) days of the selection of the arbitrator, or as soon thereafter as schedules permit.

10.5.6.3 The arbitrator shall have no power to alter, amend, add to, subtract from, or disregard any of the terms of this Agreement, but shall determine only if there has been a violation of a provision(s) of this Agreement in the respect alleged in the grievance. The arbitrator will be without power or authority to make any decision, which required the commission of an act prohibited by law or which is violative of the terms of this Agreement.

10.5.6.4 As soon as possible after the matter is submitted to the arbitrator, the arbitrator shall submit in writing to all parties a final and binding decision.

10.6 Grievance Processing

10.6.1 No paid release time shall be used by the Association representatives for grievance investigation or preparation. However, an Association Representative will be allocated two (2) hours of release time for grievance processing if the grievance is not settled at Level I.

10.6.1.1 The release time shall be taken when it will least interfere with the job duties of the Representative.

10.6.1.2 The Representative shall consult with his/her immediate supervisor as well as the immediate supervisor of the grievant in scheduling a mutually agreeable time.

10.6.2 Employees required by either party to appear as witnesses during any level grievance hearing shall be released from duty for the purpose of such appearances.

10.6.3 The Association shall furnish annually, and update as required, a list of all officials and representatives authorized to act on the Association's behalf. The list shall show name, title, work station, and nearest campus phone contact.

10.6.4 An authorized Association official or representative appearing on a current furnished list shall be released from his/her regular work duties, with pay, when grievance resolution meetings are scheduled during the official or representative's regular working hours.

10.7 Separate Grievance File - All materials concerning an employee's grievance shall be kept in a file separate from the employee's file.

ARTICLE 11.0 – JOB STEWARDS

- 11.1 Purpose: It is agreed that the Association 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.
- 11.2 Selection of Job Stewards: The Association will designate the method of selection of Job Stewards. The Association will notify the District in writing of the names of no more than six (6) Job Stewards and the group they represent. If a change is made, the District will be advised in writing of such change.
- 11.3 Duties and Responsibilities of Job Stewards: The following will be understood to constitute the duties and responsibilities of Job Stewards:
 - 11.3.1 After notifying his/her immediate superior as much in advance as possible, a Job Steward will be permitted to leave his/her normal work area during reasonable times in order to process grievances (see Section 10.6). The Job Steward will advise the supervisor and the grievant of his/her presence. The Job Steward is permitted to discuss any problem with all employees immediately concerned, and, if appropriate, to attempt to achieve settlement in accordance with the grievance procedure.
 - 11.3.2 If, due to an emergency, an adequate level of service cannot be maintained in the absence of a Job Steward at the time of the notification mentioned in Section 11.3.1, the Job Steward will be permitted to leave his/her normal work area immediately following the emergency.
- 11.4 CSEA Staff Assistance: Job Stewards will be entitled to seek and obtain assistance from CSEA staff personnel at anytime, in accordance with Section 11.3, for the purpose of processing grievances and matters related thereto and other reasons relating to wages, hours, and terms and conditions of employment covered by this Agreement.

ARTICLE 12.0 – SALARY, OVERTIME, AND BENEFITS

- 12.1 2008-2011 Compensation: The salary schedules contained in Exhibit 3 shall be increased by the following amounts for the year(s) noted. The salary schedules will be calculated to the nearest cent on a monthly basis.
 - 12.1.1 2008 – 2009 The salary schedule in Exhibit 3 will be increased by the full State funded Community College COLA contained in the adopted State Budget.
 - 12.1.2 2009 – 2011 The salary schedule in Exhibit 3 will be increased by eighty percent (80%) of the State funded Community College COLA contained in the adopted State Budget.
- 12.2 Bi-Lingual Stipends
 - 12.2.1 Classified employees who are utilized by the District to orally translate in one of the designated Bi-Lingual languages to English and/or English to one of the Bi-Lingual languages and who are CERTIFIED as proficient in the Bi-lingual language as determined by a District selected and administered examination, shall receive an additional \$50 per month. The District reserves the right to reevaluate the payment of this stipend at least once a year.
 - 12.2.2 Unit members will be designated by discretion of the District as being utilized primarily for bi-lingual translation.
 - 12.2.3 Unit members wishing to be compensated per 12.2.1 must pay for the District required certification to become qualified as, and utilized for Bi-lingual services for compensation. Upon successfully completing the certification exam, the unit member will be reimbursed for the expense of the examination by the District.
 - 12.2.4 Languages shall be designated at the discretion of the District, in consultation with the Association and may be modified at any time. Approved/Designated languages are:
 - 12.2.4.1 Spanish
 - 12.2.4.2 Punjabi
 - 12.2.4.3 Hindi
 - 12.2.4.4 American Sign Language
 - 12.2.4.5 Hmong

- 12.3 Shift Differential - When unit members who work an eight (8) hour shift begin their work day at or after 1:00 p.m., they shall receive shift differential. The rate of differential pay shall be five percent (5%) of the base salary of the employee. Unit members may be required to work other than 8:00 a.m. to 5:00 p.m. at the discretion of the District.
- 12.4 Overtime
- 12.4.1 Unit members may be required to work overtime and shall be compensated at the rate of one and one-half (1-1/2) times their regular rate of pay for overtime.
- 12.4.2 Overtime includes:
- 12.4.2.1 Work on a holiday, whether as a part of the unit member's normal work week or as required and authorized by the supervisor;
- 12.4.2.2 Work in excess of eight (8) hours in any one day or in excess of forty (40) hours during any work week;
- 12.4.2.3 Part-time unit members working over four (4) hours for five (5) consecutive days (overtime would be paid on the sixth (6th) and seventh (7th) consecutive day.
- 12.4.3 Overtime distribution - In the event overtime services are to be performed for the District, eligibility shall be designated on a rotating basis to those full-time bargaining unit members who normally perform the service.
- 12.4.3.1 An overtime eligibility list comprised of those unit members shall be established. The eligibility list shall be rotated in order.
- 12.4.3.1.1 If the full-time bargaining unit member elects or refuses the overtime assignment, he/she shall move to the bottom of the list. This shall be done in descending order until the assignment is made. Rotation in this order insures the right of each full-time bargaining unit member in the fair distribution of overtime assignments.
- 12.4.3.1.2 Refusal by a full-time bargaining unit member of any overtime assignment shall not waive his/her right under this section to be offered any subsequent overtime assignment in order of rotation on the established eligibility list.
- 12.4.3.2 In the event the work cannot be accomplished by full-time bargaining unit members on the eligibility list of those who normally perform the service, eligibility for overtime shall be based on seniority of qualified full-time bargaining unit members within the same activity area.
- 12.4.4 For the purpose of computing the hours worked, time during which the unit member is excused from work because of holidays, sick leave, vacation or other paid leave of absence shall be considered as time worked by the unit member.
- 12.4.5 Overtime pay shall be in addition to regular pay received for defined holidays.
- 12.4.6 All overtime must receive prior approval from the immediate supervisor and the Director of Human Resources Development and Personnel Services, or their designees. In cases of emergency, verbal approval of the immediate supervisor, or the Director of Human Resources Development and Personnel Services, or their designees, will suffice.
- 12.4.7 Compensatory Time Off (CTO) may be granted at the same pro-rated ratio as overtime cash payment. The supervisor and the unit member shall discuss the intended method of compensation (cash or CTO) at the time of directing overtime work and consideration shall be given to the desires of the unit member; the District, however, shall be the final authority in determining the manner of overtime compensation.
- 12.4.7.1 CTO may be taken only with the prior approval of the immediate supervisor and only at such times that will not inconvenience the District.
- 12.4.7.2 When compensatory time off is authorized in lieu of cash compensation, such compensatory time off shall be granted within twelve (12) calendar months following the

month on which the overtime was worked and without impairing the services rendered by the District (Education Code Section 88028).

12.4.7.3 If a unit member has accrued two hundred forty (240) hours of CTO (one hundred sixty (160) hours of actual working time), any additional overtime hours worked must be compensated by pay at the appropriate overtime rate until such time as the accrued CTO is below two hundred forty (240) hours.

12.4.7.4 Upon written request of the unit member, the District shall pay overtime compensation in lieu of Compensatory Time Off (CTO) that has accrued for at least two (2) pay periods.

12.4.8 Call Back Time - Any bargaining unit member called back to work after completion of his/her regular assignment shall be compensated for at least two (2) hours of work at the overtime rate, irrespective of the actual time less than that required to be worked.

Call In Time - Any bargaining unit member called in to work on a day when the bargaining unit member is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this contract.

12.4.9 Right of Refusal - Any bargaining unit member shall have the right to reject any offer or request for overtime or call back, call in time, or stand-by time.

12.4.10 Stand-by Time - The District may request that a unit member be on stand-by status. Any unit member who agrees to be on stand-by status shall be paid at the federal minimum wage while on stand-by. Any such unit member on stand-by shall come in to work when requested by the District. Compensation for the time worked after being called in shall be pursuant to Section 12.4.8 above.

ARTICLE 13.0 – EVALUATIONS/PERSONNEL FILES

13.1 Employee Evaluations

13.1.1 Permanent bargaining unit members shall be evaluated by their designated or Classified Supervisor at least once every two (2) years after attaining permanency. Additional evaluations may be scheduled, as necessary, with a twenty four (24) hour notice to the employee.

13.1.2 Probationary bargaining unit members shall be evaluated at the end of their fifth (5th), and eleventh (11th) months of employment, and if all evaluations are satisfactory, the employee will be granted permanent employment status at the conclusion of the employee's first (1st) year of employment.

13.1.3 No evaluation shall be placed in an employee's personnel file until the employee and evaluator have reviewed and discussed the evaluation. The employee shall sign and date the evaluation to insure compliance with this requirement, but such signature shall not be deemed concurrence with the material.

13.1.4 No evaluation shall be based upon hearsay statements, but shall only be made based upon direct observation and knowledge of the evaluator or shall reflect other, independent corroboration.

13.1.5 Any negative evaluation shall include specific recommendations for improvements and provisions for assisting the employee in implementing any recommendations made. The employee shall have the right to review and respond to any evaluation.

13.2 Personnel Files

13.2.1 Location - Personnel files of each bargaining unit member shall be maintained in the District Human Resources Development and Personnel Services Office. No other employment or personnel files shall be kept in any other office, and no action of any kind shall be taken against a bargaining unit member based upon information, which is not officially entered into the personnel file.

13.2.2 Access - Access to the personnel file of any bargaining unit member shall be limited to the unit member's supervisor, the District Chancellor, College President, the Director of Human Resources

Development and Personnel Services, the employees Direct Supervisor, the appropriate confidential secretary(ies), the bargaining unit member, and any person who has written, verified authorization from the bargaining unit member. The bargaining unit member shall have the right to examine and/or obtain copies of material from the personnel file in accordance with California Education Code Section 87031.

13.2.3 Materials Placed in Files

13.2.3.1 Prior to any written information, which may be used in an adverse action, being entered into the unit member's personnel file, the unit member and the supervisor and/or appropriate administrator shall sign and date the original copy in acknowledgment of the placement of the material in the file.

13.2.3.2 A bargaining unit member shall have an opportunity during normal working hours to respond within ten (10) working days to written information, which may be entered into the personnel file. If for any reason, after receiving the unit member's response, the District determines not to place the material in the personnel file, the unit member shall be notified in writing within ten (10) days of receipt of the response.

13.2.3.3 A log shall be maintained in each individual personnel file to record each entry or review of the file including the date and who accessed the file.

ARTICLE 14.0 – EDUCATION/RETRAINING/IN-SERVICE

An ad hoc committee consisting of administrators and an equal number of Association appointees from the current Negotiating Team will be formed to study the Education/Retraining/In-Service programs. The Committee will report to both negotiating teams. Upon Board approval and upon ratification by the Association membership, the recommendations of the committee will be incorporated into the contract, effective at the beginning of the following academic year. Current Education/Retraining/In-Service programs will be in effect until new procedures become incorporated in the Bargaining Agreement.

14.1 Education/Retraining - The definition of Education/Retraining for the purposes of this Article includes and is limited to a planned program approved by the Education/Retraining Committee for the further education or retraining of unit members to benefit the District. Refer to Exhibit 6.

14.2 Members of the unit may submit program plans to the Education/Retraining Committee for financial support and/or release time.

14.2.1 Such plans shall detail the proposed plan including benefits to the employee and to the District.

14.2.2 Such plans shall be reviewed by the immediate supervisor of the unit member and the appropriate Dean or Director of Human Resources Development and Personnel Services as appropriate.

14.2.3 Both the supervisor and the Dean or Director of Human Resources Development and Personnel Services will make recommendations regarding the plan and forward the unit member's request and their individual recommendations to the Education/Retraining Committee for action.

14.3 All requests will be submitted by July 15 for the fiscal year. The Committee will act on requests by August 15. The Committee will review the requests and allocate funds within the limit of funds allocated. Payment under approved plans will be made upon proper documentation of expenses.

14.4 The Committee may allocate funds to cover the costs of:

1. Tuition
2. Books
3. Travel
4. Registration Fees

14.5 The Committee will be composed of three (3) Association members selected by the bargaining unit, one (1) supervisor selected by the Director of Human Resources Development and Personnel Services, and the Director of Human Resources Development and Personnel Services.

- 14.6 The Committee will make a recommendation to the District Chancellor or their designee, whose decision shall be final. Funds for this purpose will be allocated on the basis of budgetary availability, not to exceed \$10,000 per year.
- 14.7 This article is not subject to the grievance procedure.
- 14.8 Refer to Exhibit 6 - Education Retraining Form

ARTICLE 15.0 – WORK YEAR, WORK WEEK, WORK DAY

- 15.1 Each employee shall have fixed regular and ascertainable minimum number of hours and work days.
- 15.2 Work Year - The work year shall be July 1 through June 30, the work week shall be five (5) consecutive days, and the work days shall be eight (8) working hours, except for those on a schedule of ten (10) hours per day, forty (40) hours per week on four (4) consecutive days as authorized by Education Code Section 88035.

The definitions above must be fully met in all specifics to constitute full-time employment status; all other work schedules shall be deemed part-time employment positions, except that those persons working forty (40) hours a week shall be considered full-time employees, regardless of shift anomalies.
- 15.3 Summer Work Hours – Each year beginning the week following the week of the Memorial Day holiday and continuing through the third week prior to the week of the official first (1st) day of the Fall Semester Summer Work Hours will be in effect. During this period classified employees will work their regular weekly hours in four (4) rather than five (5) days. This means that all eight (8) hour, five (5) day employees will work four (4) ten (10) hour days, Monday through Thursday, unless one of the exceptions listed below is applicable.
 - 15.3.1 The starting and ending times of each employee’s daily work shift will be 7:00a.m. to 6:00p.m., subject to scheduling agreement between the employee and the immediate supervisor.
 - 15.3.2 Permanent part-time employees will schedule weekly hours in the Monday through Thursday period as well, with some flexibility on how many hours are worked each of the four (4) days. The daily starting and ending times of their four (4) day workweek are also to be cooperatively arranged with their immediate supervisor, so as to meet the operational needs of their departments.
 - 15.3.3 In no event may an employee work more than ten (10) regular working hours on any one (1) day during this period.
 - 15.3.4 Exceptions to the four (4) day workweek will occur. Examples of exceptions include departments or programs that have external contracts, departments or programs that have public contact that requires a five (5) day workweek, or departments or programs that need five (5) day coverage so as not to interfere with instructional programs. Specific department(s) or program(s) excluded from Summer Hours are Maintenance (including ground and custodial), Childcare, Upward Bound and SBDC. However, when/where exceptions occur, at the discretion of the supervisor of these specific departments only, arrangements may be made for a modification to the schedule to accommodate four (4) day workweeks.
 - 15.3.5 At the discretion of the District, for limited purposes such as special projects or emergencies, exclusions to Summer Work Hours may occur for a short duration. Special projects include construction and may involve departments such as Information Technologies, for example. A “short duration” is a modification of the Summer Work Hours for a maximum of two (2) weeks (two Fridays) for each occurrence, project or emergency.
 - 15.3.6 Subject to advanced agreement, full-time employees may
 - 15.3.6.1 Work four (4) nine (9) hour days Monday through Thursday and may use four (4) hours of Compensatory Time Off (CTO) and/or paid vacation to cover the four (4) hours not worked.
 - 15.3.6.2 Work four (4) eight (8) hour days Monday through Thursday and may use eight (8) hours of CTO and/or paid vacation to cover the eight (8) hours not worked.

- 15.3.6.3 Employees may use Personal Business Leave to accommodate childcare issues.
- 15.3.6.4 Employees who are medically unable to work more than eight (8) hours in a day, with notification from their Physician, may use eight (8) hours of Sick Leave for the hours not worked. Medical necessities may require reasonable accommodations.
- 15.3.6.5 Employees not choosing one (1) of the preceding options have the individual option of working eight (8) hour days Monday through Thursday and taking eight (8) hours of Unpaid Leave of Absence for the hours not worked.
- 15.3.7 Upon notification to the Human Resources Development and Personnel Services Office, the District may advance paid vacation time and/or Personal Business Leave hours for emergency situations up to a maximum of three (3) days per employee to employees per emergency occurrence.
- 15.3.8 Employees who wish a one half (1/2) hour lunch break may
 - 15.3.8.1 Start their shift at 7:30 a.m. or
 - 15.3.8.2 End their shift at 5:30 p.m.
- 15.3.9 Building air conditioning hours will not be extended beyond the regularly scheduled time and an alternate work location may be required.
- 15.3.10 July 4th Holiday will be recognized as follows:
 - 15.3.10.1 2009 – July 2nd
 - 15.3.10.2 2010 – July 5th
- 15.4 Adjustment of Work Schedules - Work schedules may be adjusted during any day or week in order to meet District requirements.
 - 15.4.1 The parties agree that all changes in regularly assigned work year, work week, and work days for each bargaining unit position or class of positions remains the right of the District and notwithstanding any other provisions of this agreement, the District retains the right to establish and re-establish the work year, work week and work day for all employees to meet the educational goals of the District. Such rights shall not be exercised in a capricious or arbitrary manner or be disciplinary in nature.
 - 15.4.2 A unit member required to change work sites during their normal work day will be granted sufficient time for travel between work sites and will be reimbursed for miles traveled per Board policy.
- 15.5 Fringe benefits of part-time classified employees - A unit member who works a minimum of thirty (30) minutes per day in excess of his/her part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis as specified in Education Code Section 88035.
- 15.6 Flexible Hours – Upon request of an individual employee and the agreement of the supervisor an individual employee’s regular work hours may be adjusted to meet their needs as long as such adjustment does not interfere with the operation or needs of the District.
 - 15.6.1 All changes which will last more than ten (10) days must be cleared through the Human Resources Development and Personnel Services Office.
 - 15.6.2 If the needs of the District change, the employee will be given at least two (2) weeks notice before reverting to the original hours.
- 15.7 Job Sharing - With the agreement of the District, a permanent employee may request to share his/her full-time position in order to create part-time job opportunities; providing, however, that one of the part-time jobs equals at least a half-time position.
 - 15.7.1 All such arrangements shall serve the interests of the employing department and be by mutual agreement between the employee(s) and the District. The specific provisions pertaining to the job share arrangements and return rights, if any, shall be set forth in a written agreement between the

District and the participating employee(s). The District or the employee may terminate the job share arrangement with a thirty (30) day notice to all parties.

- 15.7.2 In the absence of an express agreement to the contrary, if one or more of the job share partners leaves for any reason, the remaining partner(s) must pick up the remainder of the position until the job share arrangement has been re-evaluated.
- 15.8 Rest Periods - All classified employees are entitled to rest periods which, insofar as practicable, will be in the middle of each work period, at the rate of twenty (20) minutes per four (4) hours worked, or major fraction thereof.
- 15.8.1 Employees must take their allotted work breaks for the purpose of being refreshed for improved work. Appropriate times for the rest periods shall be arranged by the immediate supervisor.
- 15.8.2 Should such rest period(s) not be taken, such time may not be used to lengthen the lunch period or to shorten the work day, nor may the rest period be used to make up lost time.
- 15.9 Lunch - All classified employees shall be given a one (1) hour lunch period. Due to variations in hours of work by employees of the District, the employee or supervisor may request a lunch period of thirty (30) minutes. It is understood that thirty (30) minute lunch periods are only authorized if they are by mutual consent and if it does not disrupt the operation of the District.

ARTICLE 16.0 -- TRANSFERS

16.1 In-House Recruitment

- 16.1.1 Definitions: A Voluntary Transfer (Transfer) is a reassignment from one department to another within the same classification or a change to a position in a similar or related classification with the same or lower salary range. A Promotion is a change in the assignment of an employee from a position in one classification to a vacant position in another classification with a higher salary rate. A qualified applicant shall be a member of the bargaining unit serving in the same salary range, lower range or higher range as that of the open position and who meets the qualifications for the open position per the job description for that position.
- 16.1.2 Request: Bargaining unit members may request a transfer or promotion into a vacant classified position by submitting an application for the position with the Human Resources Office. All such positions must be posted In-House for five (5) working days before the position can be advertised externally. No list of external candidates will be released to the Selection Committee until it has been determined that there are no qualified internal candidates.
- 16.1.3 No unit member shall be considered for a Transfer or Promotion to a new position, unless the unit member meets the minimum requirements of the proposed new assignment and has successfully completed probation in their current assignment.
- 16.1.4 After reviewing Applications of the Internal Candidates the selection committee may:
- 16.1.4.1 Interview Internal Candidates and
- 16.1.4.1.1 Recommend a candidate for a Transfer or Promotion into the position; or
- 16.1.4.1.2 If no Internal Candidate is selected the Selection Committee will hold the Internal Candidates application(s) and any documentation (ie: notes, scoring.) from the interview to be considered in their selection with Candidates from outside the District,
- or
- 16.1.4.2 Recommend the Candidate(s) to be considered in the pool of applicants from outside of the District. Internal candidates put forward to be placed in the pool of applicants shall receive an interview; or
- 16.1.4.3 Deny the request(s) for Transfer or Promotion and recommend that the position be posted for applicants from outside of the District.

- 16.1.4.4 Internal Candidates who do not receive an interview will still have the right to apply for the position with the applicants from outside the District.
 - 16.1.5 Any unit member whom the selection committee recommends to be considered in the pool of applicants from outside the District shall receive an interview slot with the selection committee.
 - 16.1.6 Following the selection of an In-House candidate, the change in assignment shall be made as soon as possible at the discretion of the managers involved in the transfer in consultation with the unit member and/or the Association.
 - 16.1.7 Unit members, upon reassignment to a position within a different Classification, will serve a conditional status period of ninety (90) days and be evaluated monthly. During the period of probation the District shall be allowed to employ a substitute in the previous position held by the unit member for ninety (90) days. At the discretion of the manager, the conditional status period may be extended an additional ninety (90) days, in thirty (30) day increments, with an evaluation each month.
 - 16.1.7.1 If during the conditional status period a unit member is deemed unsuccessful in the new position, he/she shall be reinstated in the previous held classification.
 - 16.1.7.2 If during conditional status period the unit member determines they can not successfully fulfill the requirements of the position they shall have the option to return to their previously held classification.
 - 16.1.7.3 If the manager determines to extend the conditional status period they will inform the unit member prior to the end of the first ninety (90) day period.
 - 16.1.8 No unit member shall be allowed more than one (1) transfer or promotion in a twelve (12) month period.
 - 16.1.9 A Transfer to a lower classification may result in a salary reduction and no "Y-rating" adjustments shall be allowed. The unit member shall be placed on a salary step in the lower range which corresponds in credit for years of service to that which was provided in the higher range. However, in no case shall the new pay level exceed the maximum salary for the lower classification.
 - 16.1.10 Transfers or Promotions and Transfer or Promotion denials shall be made for valid reasons. Transfer or Promotion denials shall not be subject to the grievance process. This section shall be subject to the grievance process for compliance with process.
 - 16.1.11 Unit members receiving an In-House promotion shall be placed on a salary step in the higher range that is at least five percent (5%) higher than the step that the unit member was at in their previous classification.
- 16.2 Involuntary (Administrative) Transfer
- 16.2.1 Definition: A transfer of a unit member without their permission whether temporary or permanent at any time.
 - 16.2.2 Involuntary Transfers shall not be made in an arbitrary or capricious manner or be disciplinary in nature.
 - 16.2.3 In the event of an Involuntary Transfer the unit member and the Association shall be informed in writing of the transfer and the circumstances surrounding it. The unit member and the Association shall be afforded an opportunity to consult with the District regarding the proposed transfer, to discuss compliance with process and/or to attempt to reach agreement on the transfer. At this stage of the process, the involuntary transfer may be general in nature or directed toward a specific position.
 - 16.2.4 Any transfer ordered by the administration on which agreement has not been reached by the parties shall be subject to the grievance process for compliance with process, but such transfer shall remain in effect during the pendency of the grievance.
 - 16.2.5 As long as the salary range is the same a Transfer may also include an increase or decrease in the number of hours or months worked. A unit member will not be transferred to a position with

fewer hours or months of work, unless the unit member has requested an assignment with fewer hours or months of work.

16.3 Temporary Job Site Transfers

16.3.1 No employee shall be assigned to work in a work location more than fifteen (15) miles further from his/her residence than is the employee's normal work site for a period in excess of fifteen (15) working days without the written consent of the employee.

16.3.2 Any employee who has consented to remain at a work site other than the employee's normal work site for a period in excess of fifteen (15) days may, at any time, request in writing to be returned to the regular work site.

16.3.2.1 This request will be granted within ten (10) working days after the receipt by the District of the written request, provided a qualified substitute can be obtained.

16.3.2.2 If the request is not granted, the employee shall receive premium pay of additional five percent (5%) of the employee's regular rate of pay for all days spent working at the temporary site.

16.4 Mileage Compensation During Temporary Assignments - Any employee required to work at a work site on a temporary assignment which is more than five (5) miles further from his/her normal work site than is his/her residence shall be compensated at the amount established by District policy for the total additional mileage difference if such employee utilizes his/her personal vehicle, between his/her normal work site and his/her temporary work site.

16.5 District Initiated Permanent Voluntary and Involuntary Worksite Transfer

16.5.1 Permanent Voluntary and Involuntary Worksite Transfers are those transfers initiated by the District.

16.5.2 Permanent Worksite Transfers shall not be made in an arbitrary or capricious manner or be disciplinary in nature.

16.5.3 The District shall present the employee a written copy of the reasons for permanent transfer and provide for a conference between the supervisor, the unit member and the Association representatives to discuss the reasons for the transfer.

16.5.4 In the case of mandatory involuntary permanent worksite transfer, any unit member who provides services at a worksite which would cause travel of more than five (5) miles further from his/her residence than his/her normal worksite shall be compensated at the amount established by District policy for a maximum of nine (9) months for the total additional mileage difference if such employee utilizes his/her personal vehicle between his/her residence and his/her worksite.

16.5.5 In an involuntary permanent worksite transfer, the unit member may be given a one (1) time \$300 worksite relocation stipend, if the transfer requires a greater distance from home to the new worksite assignment.

ARTICLE 17.0 – CHANGE OF JOB RESPONSIBILITIES

17.1 Permanent classified employees or District managers may request a review of a job classification when there has been a significant change in job duties. Requests for reclassification shall be submitted to the Human Resources Development and Personnel Services Office in writing on forms approved by the District and the Association Refer to Exhibit 5. The request shall be reviewed and assessed by the employee's immediate supervisor before submission to the Human Resources Development and Personnel Services Office.

17.2 Only those requests received in the Human Resources Development and Personnel Services Office before the close of the October 15 (5 p.m.) or the closest working day following will be considered.

17.3 The District and the Association shall each appoint two (2) unit members to a Change in Job Responsibilities Review Committee. Employees submitting requests for review of job classification shall not be a unit member of this committee. The Change in Job Responsibilities Review Committee shall

review and evaluate each request that is submitted, as well as the supervisor's review and assessment. The committee may interview those employees requesting a review and the employee's supervisor. Within twenty-five (25) working days of receiving the request for review, the Change in Job Responsibilities Review Committee shall do one of the following:

- 17.3.1 Forward the request to the College President with a recommendation for reclassification into an appropriate existing job classification.
 - 17.3.2 Recommend that a new job description be developed and negotiated; or
 - 17.3.3 Deny the request and return it to the employee(s) and may make appropriate recommendations.
- 17.4 Employees whose request for reclassification is denied by the Change in Job Responsibilities Review Committee may, within twenty-five (25) working days of receipt of the denial, submit an appeal in writing to the College President.
- 17.5 The College President shall review and evaluate each recommendation received from the Change in Job Responsibilities Committee as well as any appeal from the employee and do one of the following:
- 17.5.1 Approve the appeal or the recommendation and forward it to the Board. The Boards' decision shall be final.
 - 17.5.2 Deny the appeal or the recommendation; and inform the employee and the appropriate manager of its decision. The College President may recommend the supervisor adjust the employee's duties to align with the job description.

ARTICLE 18.0 – RETIREMENT BENEFITS

- 18.1 Definition - Retirement is the act of terminating employment with the District, combined with eligibility to accept service or disability retirement benefits with either the Public Employees' Retirement System or State Teachers' Retirement System.
- 18.2 Eligibility
- 18.2.1 Employees Hired Prior to January 27, 1986:
- 18.2.1.1 Employees must be a current unit member of the bargaining unit, have completed ten (10) years full-time continuous service with the District, and have attained the age of fifty-five (55) years on the effective date of retirement from the District. Retirees shall receive 100 percent (100%) District-paid premiums for both the employee and dependent family members in the health and welfare plans, subject to the rules and regulations of the respective contract. Group health insurance as provided by the TCSIG Premier Plus Plan. Should the District change the Group Health Insurance provider, the District will provide a health plan that provides materially equal benefits, subject to rules, regulations and/or bylaws as required by the provider. In the event that there is not materially equal Health benefits plans commercially available, the District will negotiate plan changes with the Association.
 - 18.2.1.2 Unit members on a Board-approved paid leave of absence will be considered as having been in continuous service for purposes of this benefit. Time spent on unpaid leave will not cause a break in service but will not count toward the ten (10) year requirement.
 - 18.2.1.3 Upon the retiree and eligible dependents reaching the qualified Medicare age the retirees must participate in Medicare Plans A and B and will be placed in TCSIG Standard Plan with fully paid District contributions.
- 18.2.2 Employees hired after January 27, 1986 but before January 1, 2003:
- 18.2.2.1 Employee must be current unit member of the bargaining unit, have completed twenty (20) years of uninterrupted full-time service to the District and have attained the age of fifty-five (55) years on the effective date of retirement from the District. Retirees shall receive 100 percent (100%) District-paid premiums for both the employee and dependent family members in the health and welfare plans, subject to the rules and regulations of the

respective contract. Group health insurance as provided by the TCSIG Premier Plus Plan. Should the District change the Group Health Insurance provider, the District will provide a health plan that provides materially equal benefits, subject to rules, regulations and/or bylaws as required by the provider. In the event that there is not materially equal Health benefits plans commercially available, the District will negotiate plan changes with the Association.

18.2.2.2 Unit members on a Board-approved paid leave of absence will be considered as having been in continuous service for purposes of this benefit. Time spent on unpaid leave will not cause a break in service but will not count toward the twenty (20) year requirement.

18.2.2.3 Upon the retiree and eligible dependents reaching the qualified Medicare age the retirees must participate in Medicare Plans A and B and will be placed in TCSIG Standard Plan with fully paid District contributions.

18.2.3 Retiree Health Benefits for those hired on or after January 1, 2003:

18.2.3.1 Employee must be current unit member of the bargaining unit, have completed twenty (20) years of uninterrupted full-time service to the District and have attained the age of fifty-five (55) years on the effective date of retirement from the District.

18.2.3.2 Eligible employees hired on or after January 1, 2003 would receive a retirement health benefit allowance set at \$1,000 per year, shall vest after twenty (20) years.

18.2.3.3 Upon the retiree reaching the qualified Medicare age, the eligible retiree must participate in Medicare, Plans A and B. The District will continue to pay a maximum of \$1,000 per year towards the premium of the extension of the negotiated plan(s).

18.2.4 Employees hired after July 1, 2008

18.2.4.1 Employee must be current unit member of the bargaining unit, have completed twenty (20) years of uninterrupted full-time service to the District and have attained the age of fifty-five (55) years on the effective date of retirement from the District.

18.2.4.2 Eligible employees hired on or after July 1, 2008 would receive a retirement health benefit allowance set at \$1,000 per year, shall vest after twenty (20) years.

18.2.4.3 Upon the retiree reaching the qualified Medicare age, the eligible retiree must participate in Medicare, Plans A and B. The unit member may continue to participate in District provided health benefits at the unit member's expense.

18.3 Any unit member that retires from the District as outlined in Article 18.1 that accepts subsequent employment including health benefits shall accept benefits from that employer as primary. Additionally, the retiree from the District shall be assigned to the TCSIG Standard Plan until such time that they do not have primary health coverage from another employer. At such time that the retiree does not have primary coverage, that retiree will be eligible for health benefits as outlined in Article 18 and Article 9. At no time can the retiree accept a cash benefit or other incentive from another employer, after retirement from the District that causes the retiree to relinquish benefits that would otherwise be provided by the new employer.

18.4 All retirees with a spouse or domestic partner that is "dual covered" under the Districts benefits plans with TCSIG and/or any other employer that is a member of TCSIG, shall be placed in TCSIG Standard Plan for the duration of the period that they are "dual covered" until the retiree reaches the qualified Medicare age. Should it occur that a retiree's circumstances change such that they are not dual covered under TCSIG plans, the unit member will be allowed to return to the plan that they otherwise qualify for under the terms of this agreement. Retirees shall return to the plan that they qualify for by documenting a qualifying event and by the District submitting a letter of support to the vendor documenting the qualifying event.

18.5 Retired unit members may continue on district dental and vision at their own expense.

18.6 Should the retiree die, the surviving spouse may continue the insurance program at the expense of the spouse.

18.7 Post-retirement Employment - Subject to District policy, eligible retirees will be considered for post-retirement employment opportunities. Such post-retirement employment opportunity will be

consistent with the retiree's abilities, skills and recent experience and with the needs of the District and shall be subject to the maximum supplemental earnings laws and regulations of Social Security, PERS or STRS.

ARTICLE 19.0 – LAYOFF AND REEMPLOYMENT

- 19.1 Effects of Layoff: Work previously performed by employees who have been laid off may only be performed by classified employees or may be performed by certificated employees, confidential employees, supervisory or management employees when the work tasks are currently present in those District employees's job description and is routinely a part of the job. Work previously performed by laid off employees shall not be contracted out or performed by students or volunteers. Classified employee workload shall be prioritized not increased except when overtime is required in accordance with Section 12.4. Inclusion of this provision shall not preclude the Association from negotiating with the District the effects of layoff.
- 19.2 Reason for Layoff: Layoff shall occur only for lack of work or lack of funds in accordance with Education Code Section 88127.
- 19.3 Notice of Layoff: The District shall notify the Association, in writing, prior to the date of any layoff notices being sent out to bargaining unit employees. The District and the Association shall meet sufficiently in advance of the notices being sent out to negotiate the effects of the proposed layoffs and determine the order of layoff within the provisions of this Agreement. The District shall notify bargaining unit employees in writing a minimum of thirty-five (35) working days prior to the date of any layoff. A copy of each notice shall be sent to the Association Chapter President. A copy of the task distribution (Exhibit 4) shall be given to the Association Chapter President five (5) days prior to the effective date of the layoff. Failure to give written notice under the provision of this Section shall invalidate the layoff. Any notice of layoff shall specify the following:
- 19.3.1 The reason for layoff.
 - 19.3.2 The employee's displacement rights.
 - 19.3.3 The employee's reemployment rights.
 - 19.3.4 The right to an exit interview with the Director of Human Resources Development and Personnel Services, during working hours, with an Association representative present.
 - 19.3.5 The employee's Unemployment Insurance rights.
 - 19.3.6 Name and classification of the employee designated for layoff.
 - 19.3.7 The District shall provide each employee subject to layoff with twenty-four (24) hours of paid release time for the purpose of seeking employment.
- 19.4 Reduction of Unit Member Percentage of Employment: In the event the District reduces a unit member's percentage of employment, the District shall provide notice and an opportunity to bargain the decision and effects of the reduction in percentage of employment.
- 19.5 Order of Layoff: Any layoff shall be effected within a classification. The order of layoff shall be based on seniority within that classification and classifications on a higher salary range throughout the District. An employee with the least seniority within the classification plus classifications on a higher range shall be laid off first. Seniority shall be based on the number of hours an employee has been in paid status, excluding overtime, in the classification plus classifications on a higher range or seniority acquired under Section 19.14.
- 19.6 Bumping Rights: A permanent employee laid off from the employee's present classification may bump into a classification in which the employee has previously served in the District, providing that the laid off employee's length of service in the District is greater than the seniority of the employee holding employment in the equal classification. If there is no position in an equal classification in which the employee has previously served in the District, then the employee may bump into the next lower classification in which the employee has served providing that the laid off employee's length of service in the District is greater than the seniority of the employee holding employment in the lower classification.

- 19.7 Voluntary Layoff in Lieu of Bumping: A permanent employee who elects a layoff in lieu of bumping maintains the employee's rights under this Agreement.
- 19.8 Equal Seniority: If two (2) or more employees subject to layoff have equal seniority in a class, then the determination as to who shall be laid off will be made on the basis of the hire date seniority or, if that be equal, then the determination shall be made by lot.
- 19.9 Scheduling Vacation Upon Layoff: Any scheduling of vacation after the notification shall be by mutual agreement of the employee and the employee's supervisor. Unused vacation shall be paid as provided in Section 8.8.5.
- 19.10 Salary Placement for Employees Exercising Bumping Rights: When an employee exercises his/her bumping rights to a classification in which he/she previously held on the same salary range, such an employee shall remain on his/her current range and step. When an employee exercises his/her bumping rights to a classification in which he/she previously held on a lower salary range, such employee shall be placed on the salary range of the lower classification and remain on the same step.
- 19.11 Reemployment Rights: Laid-off employees or employees who have taken a voluntary reduction are eligible for reemployment in the classification from which laid off for a forty-eight (48) month period and shall be reemployed in the reverse order of layoff. Reemployment within the classification shall take precedence over any type of employment opportunities, defined or undefined in this Agreement. In addition, such employees shall have the right to apply for other employment opportunities within the filing period specified in Section 6.9 of this Agreement. An employee on a reemployment list shall be notified of all classified employment opportunities (Education Code Section 88117).
- 19.12 Voluntary Demotion or Voluntary Reduction in Assigned Time: For a period of forty-eight (48) months, a permanent employee who takes a voluntary demotion or voluntary reduction in assigned time in lieu of layoff shall in reverse order of layoff, at the employee's option, be returned to a position in the former class or to position with increased assigned time as vacancies in the former class become available in accordance with their seniority.
- 19.13 Retirement in Lieu of Layoff: A permanent employee in the bargaining unit may elect to accept a service retirement in lieu of layoff, voluntary demotion, or reduction in assigned time. Such employee shall within ten (10) workdays prior to the effective date of the proposed layoff complete and submit a form provided by the District for this purpose. The employee shall be placed on the appropriate reemployment list. The District shall notify the Board of Administration of the Public Employee's Retirement System (PERS) of the fact that retirement was due to layoff. If he/she is subsequently subject to reemployment and accepts, in writing, the appropriate vacant position, the District shall maintain the vacancy, but may fill it on a temporary basis, until the Board of Administration of the PERS has properly processed his/her request for reinstatement from retirement.
- 19.14 Seniority Roster: The District agrees to establish a seniority roster for each affected classification. Such roster shall be available no later than the time of the District/Association Meetings held pursuant to Section 19.3.
- 19.15 Notification of Reemployment Opening: An employee who is laid off or an employee who has taken a voluntary reduction and is subsequently eligible for reemployment shall be notified in writing by the District of an opening in the class in which he/she have reemployment rights. Such notice shall be sent by First Class Mail to the last address given the District by the employee, and a copy shall be sent to the Association by the District, which shall relieve the District of its notification responsibility. If the laid off employee chooses not to accept the position in his/her class, he/she will forfeit the reemployment right.
- 19.16 Reemployment in Highest Classification: Employees shall be reemployed in the highest rated job classification available and with the time assignment available, in accordance with their seniority in the class, plus higher classes. Employees who accept a position lower than their former classification shall retain their original forty-eight (48) months reemployment rights to the former position.
- 19.17 Error in Layoff Procedures: If the District determines that an employee has been laid off because of an error in the application of the procedures outlined in this Agreement, the employee will be reinstated upon discovery of the error.

- 19.18 Seniority Benefits: If an employee is laid off and reemployed within forty-eight (48) months of the layoff, then all time accumulated for seniority purposes prior to the effective date of layoff shall be credited back to the employee's records.
- 19.19 Sick Leave Benefits: If an employee is laid off and reemployed within forty-eight (48) months of the layoff, then all unused sick leave accumulated prior to the effective date of the layoff shall be credited back to the employee's records.
- 19.20 Vacation Benefits Upon Reemployment: If the employee is reemployed within forty-eight (48) months of the date of the layoff, the employee shall regain vacation longevity that he/she held prior to the layoff.
- 19.21 Salary Placement Upon Reemployment: If the employee is laid off and is subsequently reemployed in an equal or lower classification within forty-eight (48) months of the date of layoff, the employee will be placed on the step from which he/she left. If the employee competes and is hired within forty-eight (48) months to a position in a higher classification, the employee shall be placed on the salary schedule at the new range and the step he/she previously held.
- 19.22 Reference to Education Code: The contents of this Article are referenced in Education Code Sections 88014, 88117 and 88127.

ARTICLE 20.0 – PRE-RETIREMENT REDUCED WORKLOAD

- 20.1 The District and the Association mutually agree to allow members of the bargaining unit to participate in a Reduced Workload Program. It is the intent of the parties that this program be at least a cost-neutral program for the District. In order to participate in this program, employees may apply for partial employment for no more than one (1) year immediately preceding final retirement and meet the following requirements:
- 20.1.1 The Reduced Workload Program allows a full-time unit member who participates in the Public Employment Retirement System to reduce his or her workload from full-time to part-time duties, and receive the service credit the unit member would have received if the unit member were employed on a full-time basis, and have his or her retirement allowance, as well as health benefits, in the same manner as if employed on a full-time basis. It is the intent of the parties that this program be carried out in compliance with Education Code Section 88038 as follows:
- 20.1.1.1 The unit member shall have reached the age of fifty-five (55) prior to the reduction in workload.
- 20.1.1.2 The unit member shall have been employed full-time in the District in a classified position for at least ten (10) years of which the immediately preceding five (5) years were in full-time employment.
- 20.1.1.2.1 The requirement for full-time employment shall be satisfied if the unit member is employed for at least ten (10) months of service per year, or if employed for 1,720 hours per year if employed on an hourly basis.
- 20.1.1.3 The option of part-time employment shall be exercised at the request of the classified employee and can be revoked only with the mutual consent of the District and the unit member.
- 20.1.1.4 The unit member shall be paid a salary which is the pro-rata share of the salary the unit member would be earning had he or she not elected to exercise the option of part-time employment; however, the unit member shall retain all other rights and benefits for which he or she makes the payments that would be required if the unit member remained in full-time classified employment. The employee shall receive health benefits as provided in Government Code Section 53201 in the same manner as full-time employees.
- 20.1.1.5 The minimum part-time employment for the employee electing to participate in the Reduced Workload Program shall be one-half of that employee's full-time assignment in his or her final year of service in a full-time classified position.
- 20.1.1.6 The period of part-time employment shall not exceed one (1) year.

20.1.1.7 The period of part-time employment shall not extend beyond the end of the school year during which the employee reaches his or her seventieth (70th) birthday.

20.1.2 The process for participation in the Reduced Workload Program shall be as follows:

20.1.2.1 The employee shall submit a letter of intent to his or her supervisor and the Director of Human Resources Development and Personnel Services at least one hundred twenty (120) calendar days prior to the date the unit member intends to begin the Reduced Workload Program.

20.1.2.2 The District shall notify the employee of the employee's proposed job assignment and work schedule within thirty (30) calendar days. All conditions of applicable articles of this collective bargaining agreement shall apply to the pre-retirement reduced workload.

20.1.2.3 The employee will have thirty (30) calendar days after receiving notification of the proposed job assignment and work schedule to notify his or her supervisor and the Director of Human Resources Development and Personnel Services of the employee's decision to accept the assignment and work schedule, or to withdraw his or her request for participation in the Reduced Workload Program. If no such notice is provided, the request shall be deemed withdrawn as of the thirty-first (31st) calendar day following receipt of the District's notice.

ARTICLE 21.0 – CONTRACTING OUT WORK

21.1 Contracting Work Out – To be updated pursuant to SB-1419.

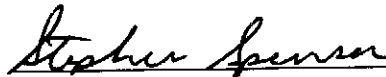
ARTICLE 22.0 – DURATION

22.1 Upon ratification by both parties this Agreement between the District and the Association shall become effective at the beginning of work day July 1, 2008, and shall remain in full force and effect through the close of work day on June 30, 2011.

22.2 During the term of this Agreement, neither party may re-open any article without the consent of the other party.

22.3 Demand for continuation of this Agreement or for a new and subsequent contract shall be determined by Association presentation of contract proposals to the District Board of Trustees.

22.4 Such demands shall be presented no earlier than November 1 and no later than December 15. The District shall cause all public hearings and public Board responses to occur, as near as practical, within sixty (60) days of presentation of contract demands.



Stephen Spenser, Chief Negotiator
California School Employees Association

9/12/08

Date



Al Alt
Director of Human Resources Development
and Personnel Services
Yuba Community College District

9/12/08

Date

DEFINITIONS

1. **Allocation** is the placement of a class on a specific salary schedule range or rate.
2. **Anniversary date** is the start of each employee's own "fiscal year" for the purposes of calculating eligible non-paid and paid benefits such as vacation, sick and other leave polices.
3. **Apprentice** is a trainee in a professional, technical, or skilled field employed on a temporary basis not to exceed ninety (90) working days in a fiscal year.
4. **Bargaining unit seniority** is secured by hours in paid status in a class or classes included in the bargaining unit, excluding overtime hours.
5. **Bumping right** is the right of an employee, under certain conditions, to displace an employee with less seniority in a class.
6. **Class** is any group of positions sufficiently similar in duties, responsibilities, and authority that the same job title, minimum qualifications, and salary range are appropriate for all positions in a class.
7. **Class description** also known as the job description or position description, is the description of the duties, responsibilities, minimum qualifications, and authority of positions in a class.
8. **Classification** is the act of placing a position in a class and shall be construed to mean that each position in the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a statement of the specific duties required to be performed in each such position, and the regular monthly salary range for each such position.
9. **Conditional status** is accorded to a permanent employee who has been promoted to a higher classification. Such status shall be three (3) months in duration. A three (3) month extension may be required at the discretion of the manager in one (1) month increments.
10. **Demotion** is a change in assignment of an employee from a position in one class to a position in another class that is allocated to a lower maximum salary rate.
11. **Difference Pay** is that pay afforded to a unit member by the Education Code when the unit member is not in a paid status or on a paid leave.
12. **Differential** is a salary allowance in addition to the basic rate or schedule based upon additional skills, responsibilities, hours of employment, or distasteful or hazardous work.
13. **Emergency** is a sudden unexpected happening; an unforeseen occurrence or condition; specifically, perplexing contingency or complication of circumstances; a sudden or unexpected occasion for action; exigency; pressing necessity.

14. **Fiscal year** is July 1 through June 30.
15. **Health and welfare benefits** means any form of insurance or similar benefit programs, including, but not limited to, medical, hospitalization, surgical, prescription drug, dental, optical, psychiatric, life, disability, prepaid legal, or income protection insurance, or annuity programs.
16. **Hire date** is the first date an employee is employed by the District in a permanent paid status.
17. **Hire date seniority** is secured by hours in paid status from the first day in paid status (excluding overtime hours).
18. **Incumbent** is an employee assigned to a position and who is currently serving in or on leave from the position.
19. **Industrial accident or illness** is an injury or illness arising out of or in the course of employment with the District.
20. **Involuntary demotion** is a demotion without the employee's voluntary written consent.
21. **Lateral transfer** is a Voluntary Transfer (Transfer) is a reassignment from one department to another within the same classification or a change to a position in a similar or related classification with the same or lower salary range.
22. **Leave and transfer policies** means any policy concerning any form of employee leave or transfer, including, but not limited to, sick leave, vacations, personal leave, industrial accident or illness leave, holidays, training leave, or transfer of an employee from one site to another.
23. **Minimum qualifications** are qualifications mandated for the position and which must be possessed by an employee before he/she can be considered for employment. An employee of the District shall automatically be deemed to possess the minimum job qualifications of an open position when their current job description (or one that the employee holds seniority in) requires those same qualifications (without testing).
24. **Notice:** Whenever notice is required under this Agreement, and no form of notice is otherwise designated, written notice to the District shall be delivered to the Office of the Chancellor or by First Class Mail notice to the Office of the Chancellor, and notice to CSEA shall be written notice personally delivered to the President of the local chapter or First Class Mail notice directed to CSEA Chapter #283, Yuba Community College District, 2088 North Beale Road, Marysville, California, 95901.
25. **Paid Status** is actual paid work or paid leave as provided for in the collective bargaining agreement.
26. **Permanent employee** is a regular employee who successfully completes an initial probationary period.

27. **Probationary employee** is a regular employee who will become permanent upon completion of twelve (12) months of satisfactory employment. Nothing shall prohibit a probationary employee from applying for a transfer or promotion.
28. **Probationary period** is twelve (12) months.
29. **Professional expert** is an employee hired on a temporary basis for a specific project.
30. **Promotion** is a change in the assignment of an employee from a position in one class to a vacant position in another class with a higher maximum salary rate.
31. **Reallocation** is movement of an entire class from one salary range or rate to another salary range or rate.
32. **Reclassification** is the upgrading of a position to a higher class as a result of the increase of the duties and/or responsibilities being performed by the incumbent in such position.
33. **Reemployment** is the return to duty of an employee who has been placed on a reemployment list.
34. **Reemployment list** is a list of names of persons who have been laid off for lack of work or lack of funds, or exhaustion of sick leave, industrial accident or illness, or other leave privileges, and who are eligible for reemployment without examination in their former class for a period of thirty-nine (39) months. Said list arranged in order of their right to reemployment.
35. **Regular employee** is an employee, whether permanent, probationary, full-time, or part-time, who is not a restricted, substitute, short-term, apprentice, professional expert or student employee.
36. **Restricted employee** is a regular employee in a special category as described in the Education Code Section 88005.
37. **Retired employee** is one who has retired for service or disability and who is eligible for or is receiving a retirement allowance from the Public Employees Retirement System.
38. **Safety conditions of employment** means any work-related condition affecting the health, safety, or welfare of the employee.
39. **Salary rate** is a specific amount of money paid for a specific period of service.
40. **Salary schedule** is a series of salary steps and ranges which comprise the rates of pay for all classes.
41. **Salary step** is one of the salary levels within the range of rates for a class.
42. **Seniority in class** is secured by regular assigned hours in paid status in a class excluding overtime hours.
43. **Short-term employee** is a person hired for a specific temporary project of limited duration which, when completed, shall no longer be required.

44. **Student employee** is either an employee employed by the District who is also a full-time student enrolled in 6 (six) or more units, and any student employed in a college work-study program, or in any state or federally funded work experience program.
45. **Substitute employee (temporary absence)** is a person hired to perform the duties of a position in the temporary absence of the employee who is regularly assigned to that position.
46. **Substitute employee (vacancy)** is a person hired to perform the duties of a position that has been vacated by the employee regularly assigned to that position. A substitute hired to fill a vacancy is limited to ninety (90) calendar days. An extension must be approved by the Association.
47. **Unauthorized Leave** is any absence that is not a paid leave as defined in this agreement or not an unpaid leave authorized by the Board of Trustees.
48. **Uniforms** are any clothing of a particular color, design, pattern or style required to be worn by the District.
49. **Voluntary demotion** is a demotion agreed to in writing by the employee and the District.
50. **Working hours** are all hours in paid status.

Exhibit 2 – Tri County Schools Insurance Group

SCHEDULE OF COINSURANCE AND DEDUCTIBLES

Benefits	Premier Plus	Premier	Standard	Basic
Maximum Lifetime	\$6,000,000	\$6,000,000	\$6,000,000	\$6,000,000
Calendar Year Deductible				
PPO Individual	\$75	\$250	\$500	\$1,000
PPO Family	\$225	\$750	\$1,500	\$3,000
Non-PPO Individual	\$150	\$500	\$1,000	\$2,000
Non-PPO Family	\$300	\$1,500	\$3,000	\$6,000
PPO Individual	20% to \$400	10% to \$1,500	20% to \$3,000	50% to \$5,000
Plan Pays	80% to \$1,600 thereafter, 100% excluding Copays	90% to \$13,500 thereafter, 100% excluding Copays	80% to \$12,000 thereafter, 100% excluding Copays	50% to \$5,000 thereafter, 100% excluding Copays
PPO Family	20% to \$800	10% to \$3,000	20% to \$6,000	50% to \$10,000
Plan Pays	80% to \$3,200 thereafter, 100% excluding Copays	90% to \$27,000 thereafter, 100% excluding Copays	80% to \$24,000 thereafter, 100% excluding Copays	50% to \$10,000 thereafter, 100% excluding Copays
Non-PPO Individual	40% to \$1,200	30% to \$4,500	40% to \$9,000	60% to \$20,000
Plan Pays	60% to \$1,800 thereafter, 100% excluding Copays	70% to \$10,500 thereafter, 100% excluding Copays	60% to \$13,500 thereafter, 100% excluding Copays	40% to \$13,334
Non-PPO Family	40% to \$2,400	30% to \$9,000	40% to \$18,000	60% to \$40,000
Plan Pays	60% to \$3,600 thereafter, 100% excluding Copays	70% to \$21,000 thereafter, 100% excluding Copays	60% to \$27,000 thereafter, 100% excluding Copays	40% to \$26,668 thereafter, 100% excluding Copays
Office Visits Copays				
PPO Individual	\$10	\$15	\$20	Subject to Deductible & Coinsurance
Non-PPO Individual	\$20	Subject to Deductible & Coinsurance	Subject to Deductible & Coinsurance	Subject to Deductible & Coinsurance

*Plan pays one hundred percent (100%) of allowable medically necessary charges at PPO Provider discount or Customary and Reasonable for Non-PPO Provider except required Copays, Emergency Room Deductibles and Transplant Deductibles, after individual or family Deductible and Coinsurance has been met.

The chart above is effective 7-01-07, and can be subject to change

Exhibit 3 – YCCD Classified Positions/Salary Range

Job Title	Salary Range		
Accounting Assistant	19	Instructional Assistant - Nursing	26
Accounting Specialist	24	Instructional Assistant - Veterinary Technology	26
Accounting Technician	26	Instructional Assistant - Writing Lab	26
Accounting Technician - CalWORKs	26	Instructional Assistant - Business/Computer Lab	26
Administrative Assistant - Contract Education	26	Instructional Associate - Basic Skills	28
Administrative Assistant – Learning Resource/Dist Ed	26	Instructional Associate - Language Arts	28
Administrative Secretary - CalWORKs	24	Instructional Associate - Learning Skills/DSPS	28
Administrative Secretary - School to Careers	24	Instructional Associate – Math	28
Administrative Secretary I	24	Instructional Computer Specialist	29
Administrative Secretary II	27	Instructional Network Specialist	38
Administrative Secretary III	30	Instructional Support Analyst	38
Alternate Media Technology Specialist	31	Job Developer	24
Athletic Equipment Manager	19	Lead Custodian	20
Athletic Facilities Maintenance Worker	23	Lead Grounds Maintenance Worker	23
Athletic Trainer	31	Library/Media Specialist	24
Automotive Equipment Mechanic	28	Library Technical Assistant	26
Building Maintenance Worker	27	Maintenance Control Clerk	19
Campus Fiscal Technician	28	Matriculation/Articulation Technician	24
Campus Instructional Support Specialist	31	Measure J Bond Accountant	36
Campus Life Coordinator	27	Measure J Bond Senior Buyer/Contracts	36
Campus Operations Specialist I	27	Media Production Technician	23
Campus Operations Specialist II	31	Media Production Specialist	37
Campus Student Services Specialist	24	MESA Specialist	24
Cashier	21	Outreach and Recruitment Specialist	28
Child Care Development Assistant	19	Piano Accompanist	28
Child Development Instructional Specialist	23	Printing/Mail Assistant	24
Clerical Assistant	16	Printing/Mail Technician	27
Clerical Assistant - CalWORKs	16	Programmer I	31
Community Education Specialist	20	Programmer/Analyst II	40
Computer Help Desk/Operations Technician	27	Project Mechanic - Carpentry	31
Custodial/Maintenance Worker	18	Project Mechanic - HVAC/Electrician	33
Custodian	17	Public Events Technician	27
DSPS Program Specialist	31	Public Information Specialist	26
Data Entry Technician	16	Purchasing Assistant	19
Data Processing Technician	29	Purchasing Technician	28
Distance Learning/Media Specialist	21	Research Analyst	36
District/Foundation Accountant	36	SBDC Program Technician	27
Distributive Education - Server Specialist	38	Science Lab Technician - Biology	28
Distributive Education - Support Specialist	26	Science Lab Technician - Chemistry	28
Driver/Utility Worker	17	Secretary	21
Educational Talent Search Specialist	24	Secretary - Student Support Services	21
Employment Services Specialist	27	Senior Accounting Technician	28
EOPS/CARE Specialist	24	Senior Computer and Network Specialist	45
Facilities Maintenance – Plumbing	31	Senior Financial Aid Technician	27
Facilities/Transportation Specialist	26	Senior Software Specialist	45
Financial Aid Student Services Assistant	18	Senior Student Services Technician	27
Financial Aid Technical Analyst	32	Site Supervisor - Child Development Center	26
Financial Aid Technician	24	Staff Development Training Specialist	26
Fiscal Support Technician FCE/IL/CD	29	Student Services Assistant	18
Foster Care Education Specialist	24	Student Services Technician	24
Grounds Maintenance Worker	19	SSS/EOPS Specialist	24
Health Services Nurse	45	SSS/Upward Bound Learning Specialist	28
Infant/Toddler Child Development Assistant	19	Tech Prep Program Assistant	27
Infant/Toddler Instructional Specialist	23	Telecommunications/Multi Media Specialist	31
Infant/Toddler Site Supervisor	26	Telecommunications Specialist I	31
Information Systems Specialist I	29	Telecommunications Specialist II	34
Information Systems Specialist II	35	Telecommunications Specialist III	38
Information Systems Specialist III	40	Testing and Assessment Center Specialist	27
Information Systems Student Services Liaison	35	Theater Arts Technician	26
Information Systems Technical Web Master	45	Tool Room Assistant	18
Information Systems Web Specialist	29	Transfer/Center resources Technician	24
Institutional Development Fund Assistant	25	Tutoring Center Specialist	23
Instructional Assistant - Business	26	Upward Bound Learning Specialist	28
Instructional Assistant - Computer Lab	26	Upward Bound Specialist	24
Instructional Assistant - Food Service	26	Veterans Affairs/DSPS Technician	27

2008/2009 Classified Salary Schedule

Range	Step 1				Step 2				Step 3				Step 4				Step 5				Step 6			
	Hrly	OT	Monthly	Annual	Hrly	OT	Monthly	Annual	Hrly	OT	Monthly	Annual	Hrly	OT	Monthly	Annual	Hrly	OT	Monthly	Annual	Hrly	OT	Monthly	Annual
15	13.29	19.94	2304	27648	13.89	20.84	2408	28896	14.54	21.82	2521	30252	15.22	22.83	2638	31656	15.93	23.89	2761	33132	16.30	24.46	2826	33912
16	13.59	20.39	2356	28272	14.22	21.32	2464	29568	14.88	21.82	2521	30252	15.58	23.37	2700	32400	16.30	24.46	2826	33912	16.68	25.03	2892	34704
17	13.89	20.84	2408	28896	14.54	21.82	2521	30252	15.22	21.82	2521	30252	15.93	23.37	2700	32400	16.68	25.03	2892	34704	17.07	25.61	2959	35508
18	14.22	21.32	2464	29568	14.88	22.32	2579	30948	15.58	22.83	2638	31656	16.30	23.89	2700	32400	17.07	25.61	2959	35508	17.48	26.22	3030	36360
19	14.54	21.82	2521	30252	15.22	22.83	2638	31656	15.93	23.89	2700	32400	16.68	25.03	2892	34704	17.48	26.22	3030	36360	17.89	26.84	3101	37212
20	14.88	22.32	2579	30948	15.58	23.37	2700	32400	16.30	24.46	2826	33912	17.07	25.61	2959	35508	17.89	26.84	3101	37212	18.31	27.47	3174	38088
21	15.22	22.83	2638	31656	15.93	23.89	2761	33132	16.68	25.03	2892	34704	17.48	26.22	3030	36360	18.31	27.47	3174	38088	18.74	28.11	3248	38976
22	15.58	23.37	2700	32400	16.30	24.46	2826	33912	17.07	25.61	2959	35508	17.89	26.84	3101	37212	18.74	28.11	3248	38976	19.18	28.77	3325	39900
23	15.93	23.89	2761	33132	16.68	25.03	2892	34704	17.48	26.22	3030	36360	18.31	27.47	3174	38088	19.18	28.77	3174	38088	19.64	29.46	3404	40848
24	16.30	24.46	2826	33912	17.07	25.61	2959	35508	17.89	26.84	3101	37212	18.74	28.11	3248	38976	19.64	29.46	3404	40848	20.10	30.15	3484	41808
25	16.68	25.03	2892	34704	17.48	26.22	3030	36360	18.31	27.47	3174	38088	19.18	28.77	3174	38088	19.64	29.46	3404	40848	20.59	30.88	3568	42816
26	17.07	25.61	2959	35508	17.89	26.84	3101	37212	18.74	28.11	3248	38976	19.64	29.46	3404	40848	20.59	30.88	3568	42816	21.06	31.60	3651	43812
27	17.48	26.22	3030	36360	18.31	27.47	3174	38088	19.18	28.77	3174	38088	19.64	29.46	3404	40848	21.06	31.60	3651	43812	21.57	32.35	3738	44856
28	17.89	26.84	3101	37212	18.74	28.11	3248	38976	19.64	29.46	3404	40848	20.59	30.88	3568	42816	21.57	32.35	3738	44856	22.08	33.12	3827	45924
29	18.31	27.47	3174	38088	19.18	28.77	3174	38088	20.10	30.15	3484	41808	21.06	31.60	3651	43812	22.08	33.12	3827	45924	22.61	33.92	3919	47028
30	18.74	28.11	3248	38976	19.64	29.46	3404	40848	20.59	30.88	3568	42816	21.57	32.35	3738	44856	22.61	33.92	3919	47028	23.15	34.72	4012	48144
31	19.18	28.77	3325	39900	20.10	30.15	3484	41808	21.06	31.60	3651	43812	22.08	33.12	3827	45924	23.15	34.72	4012	48144	23.71	35.57	4110	49320
32	19.64	29.46	3404	40848	20.59	30.88	3568	42816	21.57	32.35	3738	44856	22.61	33.92	3919	47028	23.15	34.72	4012	48144	24.28	36.42	4208	50496
33	20.10	30.15	3484	41808	21.06	31.60	3651	43812	22.08	33.12	3827	45924	23.15	34.72	4012	48144	24.28	36.42	4208	50496	24.85	37.28	4308	51696
34	20.59	30.88	3568	42816	21.57	32.35	3738	44856	22.61	33.92	3919	47028	23.15	34.72	4012	48144	24.85	37.28	4308	51696	25.46	38.19	4413	52956
35	21.06	31.60	3651	43812	22.08	33.12	3827	45924	23.15	34.72	4012	48144	24.28	36.42	4208	50496	25.46	38.19	4413	52956	26.07	39.11	4519	54228
36	21.57	32.35	3738	44856	22.61	33.92	3919	47028	23.71	35.57	4110	49320	24.85	37.28	4308	51696	26.07	39.11	4519	54228	26.69	40.04	4627	55524
37	22.08	33.12	3827	45924	23.15	34.72	4012	48144	24.28	36.42	4208	50496	25.47	38.20	4414	52968	26.69	40.04	4627	55524	27.33	40.99	4737	56844
38	22.61	33.92	3919	47028	23.71	35.57	4110	49320	24.85	37.28	4308	51696	26.07	39.11	4519	54228	27.33	40.99	4737	56844	27.99	41.99	4852	58224
39	23.15	34.72	4012	48144	24.28	36.42	4208	50496	25.46	38.19	4413	52956	26.69	40.04	4627	55524	27.99	41.99	4852	58224	28.66	42.99	4968	59616
40	23.71	35.57	4110	49320	24.85	37.28	4308	51696	26.07	39.11	4519	54228	27.33	40.99	4737	56844	28.66	42.99	4968	59616	29.35	44.03	5088	61056
41	24.28	36.42	4208	50496	25.44	38.16	4409	52908	26.67	40.00	4622	55464	27.94	41.91	4843	58116	29.30	43.95	5078	60936	30.00	45.00	5200	62400
42	24.85	37.28	4308	51696	26.05	39.08	4516	54192	27.31	40.96	4733	56796	28.62	42.92	4960	59520	30.00	45.00	5200	62400	30.72	46.07	5324	63888
43	25.46	38.19	4413	52956	26.68	40.02	4625	55500	27.96	41.95	4847	58164	29.32	43.98	5082	60984	30.72	46.08	5325	63900	31.47	47.21	5455	65460
44	26.07	39.11	4519	54228	27.32	40.98	4735	56820	28.63	42.94	4962	59544	30.01	45.02	5202	62424	31.46	47.19	5453	65436	32.23	48.35	5587	67044
45	26.69	40.04	4627	55524	27.98	41.97	4850	58200	29.79	44.69	5164	61968	30.73	46.10	5327	63924	32.23	48.35	5587	67044	33.01	49.51	5721	68652
Steps 1 - 5 @ 5% annual movement, Steps 6 - 11 @ 2.5% bi-annual movement																								
\$825.00 stipend after 2 years at Step 11																								
Degree Compensation - If not a minimum requirement for the position																								
Bachelors Degree - \$300 per year, Masters Degree \$500 per year																								
10.09.08																								

2008/2009 2% Projection

Range	Step 7				Step 8				Step 9				Step 10				Step 11				Longevity			
	Hily	OT	Monthly	Annual	Hily	OT	Monthly	Annual	Hily	OT	Monthly	Annual	Hily	OT	Monthly	Annual	Hily	OT	Monthly	Annual	Hily	OT	Monthly	Annual
15	16.68	25.03	2892	34704	17.07	25.61	2959	36508	17.89	26.22	3030	36360	17.89	26.84	3101	37212	18.31	27.47	3174	38088	18.71	28.06	3174	38088
16	17.07	25.61	2959	35508	17.48	26.22	3030	36360	17.89	26.84	3101	37212	18.31	27.47	3174	38088	18.71	28.06	3248	38976	19.14	28.70	3248	38976
17	17.48	26.22	3030	36360	17.89	26.84	3101	37212	18.31	27.47	3174	38088	18.71	28.06	3248	38976	19.14	28.70	3325	39900	19.58	29.37	3325	39900
18	17.89	26.84	3101	37212	18.31	27.47	3174	38088	18.71	28.06	3248	38976	19.14	28.70	3325	39900	19.58	29.37	3404	40848	20.04	30.05	3404	40848
19	18.31	27.47	3174	38088	18.71	28.06	3248	38976	19.14	28.70	3325	39900	19.58	29.37	3404	40848	20.04	30.05	3484	42816	20.50	30.75	3484	42816
20	18.71	28.06	3248	38976	19.14	28.70	3325	39900	19.58	29.37	3404	40848	20.04	30.05	3484	42816	20.50	30.75	3568	44832	20.98	31.47	3568	44832
21	19.14	28.70	3325	39900	19.58	29.37	3404	40848	20.04	30.05	3484	42816	20.50	30.75	3568	44832	20.98	31.47	3651	46848	21.46	32.19	3651	46848
22	19.58	29.37	3404	40848	20.04	30.05	3484	42816	20.50	30.75	3568	44832	20.98	31.47	3651	46848	21.46	32.19	3738	48864	21.96	32.94	3738	48864
23	20.04	30.05	3484	42816	20.50	30.75	3568	44832	21.06	31.60	3651	46848	21.96	32.35	3738	48864	22.48	33.12	3827	50880	22.48	33.71	3827	50880
24	20.59	30.88	3568	44832	21.06	31.60	3651	46848	21.57	32.35	3738	48864	22.08	33.12	3827	48864	22.61	33.92	3919	50928	23.01	34.51	3919	50928
25	21.06	31.60	3651	46848	21.57	32.35	3738	48864	22.08	33.12	3827	48864	22.61	33.92	3919	50928	23.01	34.51	4012	50976	23.54	35.31	4012	50976
26	21.57	32.35	3738	48864	22.08	33.12	3827	48864	22.61	33.92	3919	50928	23.01	34.51	4012	50976	23.54	35.31	4101	51024	24.11	36.16	4101	51024
27	22.08	33.12	3827	48864	22.61	33.92	3919	50928	23.01	34.51	4012	50976	23.54	35.31	4101	51024	24.11	36.16	4190	51072	24.67	37.01	4190	51072
28	22.61	33.92	3919	50928	23.01	34.51	4012	50976	23.54	35.31	4101	51024	24.11	36.16	4190	51072	24.67	37.01	4280	51120	25.25	37.88	4280	51120
29	23.15	34.72	4012	50976	23.54	35.31	4101	51024	24.11	36.16	4190	51072	24.67	37.01	4280	51120	25.25	37.88	4370	51168	25.86	38.79	4370	51168
30	23.71	35.57	4110	51072	24.28	36.42	4208	50496	24.85	37.28	4308	51696	25.46	38.19	4413	52956	26.07	39.11	4519	54228	26.47	39.70	4519	54228
31	24.28	36.42	4208	50496	24.85	37.28	4308	51696	25.46	38.19	4413	52956	26.07	39.11	4519	54228	26.69	40.04	4627	55224	27.09	40.64	4627	55224
32	24.85	37.28	4308	51696	25.46	38.19	4413	52956	26.07	39.11	4519	54228	26.69	40.04	4627	55224	27.33	40.99	4737	56844	27.73	41.58	4737	56844
33	25.46	38.19	4413	52956	26.07	39.11	4519	54228	26.69	40.04	4627	55224	27.33	40.99	4737	56844	28.06	42.99	4852	58224	28.39	42.58	4852	58224
34	26.07	39.11	4519	54228	26.69	40.04	4627	55224	27.33	40.99	4737	56844	28.06	42.99	4852	58224	28.66	44.03	4968	59616	29.06	43.59	4968	59616
35	26.69	40.04	4627	55224	27.33	40.99	4737	56844	28.06	42.99	4852	58224	28.66	44.03	4968	59616	29.06	44.03	5088	61056	29.75	44.63	5088	61056
36	27.33	40.99	4737	56844	28.06	42.99	4852	58224	28.66	44.03	4968	59616	29.35	44.03	5088	61056	30.06	45.09	5210	62520	30.45	45.68	5210	62520
37	27.99	41.99	4852	58224	28.66	44.03	4968	59616	29.35	44.03	5088	61056	30.06	45.09	5210	62520	30.80	46.20	5338	64056	31.19	46.79	5338	64056
38	28.66	42.99	4968	59616	29.35	44.03	5088	61056	30.06	45.09	5210	62520	30.80	46.20	5338	64056	31.54	47.30	5466	65592	31.93	47.90	5466	65592
39	29.35	44.03	5088	61056	30.06	45.09	5210	62520	30.80	46.20	5338	64056	31.54	47.30	5466	65592	32.30	48.45	5599	67188	32.70	49.05	5599	67188
40	30.06	45.09	5210	62520	30.80	46.20	5338	64056	31.54	47.30	5466	65592	32.30	48.45	5599	67188	33.09	49.63	5735	68824	33.48	50.23	5735	68824
41	30.72	46.07	5324	63888	31.46	47.19	5453	65436	32.23	48.35	5587	67044	33.01	49.51	5721	68652	33.81	50.72	5861	70332	34.21	51.32	5861	70332
42	31.46	47.19	5453	65436	32.23	48.35	5587	67044	33.01	49.51	5721	68652	33.81	50.72	5861	70332	34.63	51.94	6002	72024	35.02	52.84	6002	72024
43	32.24	48.36	5588	67056	33.01	49.52	5722	68664	33.82	50.73	5862	70344	34.64	51.96	6004	72048	35.48	53.21	6149	73788	35.87	53.81	6149	73788
44	33.01	49.51	5721	68652	33.81	50.72	5861	70332	34.63	51.94	6002	72024	35.47	53.20	6148	73776	36.33	54.49	6297	75568	36.73	55.09	6297	75568
45	33.81	50.72	5861	70332	34.63	51.94	6002	72024	35.47	53.20	6148	73776	36.33	54.49	6297	75568	37.21	55.81	6449	77388	37.60	56.40	6449	77388

Exhibit 5 – Reclassification Request Form

YUBA COMMUNITY COLLEGE DISTRICT

Classified Employee
Change of Job Responsibilities - Reclassification Request Form

1. BACKGROUND INFORMATION

Name _____ Classification _____

Dept/Div _____ Salary Range _____

Length of Time in Present Position: Years _____ Months _____

Check One: Part-Time ____ Full-Time ____

Name and title of person who directs your daily work: _____

Name and title of person(s) who signs evaluation: _____

2. REASON FOR REQUEST: Briefly explain your reasons for requesting this reclassification. Your explanation should address duties that are not currently in your job description (500 words or less).

3. KNOWLEDGE: List the specific areas of knowledge that you use to successfully perform your job. Some of the areas to consider are laws, regulations, codes, technical aspects, policies, procedures, practices, terminology, software applications, equipment operation, materials/curriculum or subject matter.

4. ABILITIES: List the specific abilities that you use to successfully perform your job.

5. NOTE: This Reclassification Request Form *must* be completed totally if it is to be considered.

6. DUTIES AND RESPONSIBILITIES:

A. List the duties that you perform describing each duty in a separate numbered statement. Prioritize your duties in order of importance. In the column on the right, indicate the approximate percent of your total time you spend performing each duty (total time should equal 100%). If more space is needed, please attach additional sheets.

	DUTIES	PERCENTAGE
(1)	_____	_____
(2)	_____	_____
(3)	_____	_____
(4)	_____	_____
(5)	_____	_____
(6)	_____	_____
(7)	_____	_____
(8)	_____	_____
(9)	_____	_____
(10)	_____	_____
(11)	_____	_____
(12)	_____	_____
(13)	_____	_____
(14)	_____	_____
(15)	_____	_____
(16)	_____	_____
(17)	_____	_____

7. What machinery or equipment, listed in the current job description, do you use in performing these tasks?

8. Minimum Qualifications (licenses, education): _____

9. Proposed Classification:

10. Comments (optional):

THE INFORMATION PRESENTED HERE IS ACCURATE AND COMPLETE.

Signature of Employee

Date

Approval of Immediate Supervisor:

Signature of Supervisor

Date

Exhibit 6 – Education Retraining Form

FISCAL YEAR: _____

APPLICANT: _____

DATE: _____

DEFINITION (Article 14.1): Education/Retraining - The definition of Education/Retraining for the purposes of this Article includes and is limited to a planned program approved by the Education/Retraining Committee for the further education or retraining of unit members to benefit the District.

DEADLINES (Article 14.3): All requests will be submitted by July 15 for the fiscal year. The Committee will act on requests by August 15. The Committee will review the requests and allocate funds within the limit of funds allocated. Payment under approved plans will be made upon proper documentation of expenses.

AVAILABLE FUNDS (Article 14.6): The Committee will make a recommendation to the Chancellor or their designee whose decision shall be final. Funds for this purpose will be allocated on the basis of budgetary availability, not to exceed \$10,000 per year.

ROUTING:

- (1) Requesting employee routes to immediate supervisor.
- (2) Immediate supervisor routes to appropriate Dean/Administrator (i.e., Dean, Vice President)
- (3) Dean/Administrator routes to Personnel Director.

GENERAL PLAN (Article 14.2): Members of the unit may submit program plans to the Education/Retraining Committee for financial support and/or release time.

14.2.1 Such plans shall detail the proposed plan including benefits to the employee and to the District.

EXPENDITURE REQUEST (Article 14.3): All requests must be submitted by July 15 for the fiscal year. The Committee will act on requests by August 15. The Committee will review the requests and allocate funds within the limit of funds allocated. (Please submit a detailed Expenditure Plan, which may include tuition, books, travel, release time and registration fees. Expenditures should be tied to your General Plan.)

RECOMMENDATION - Immediate Supervisor (Article 14.2.2): Such plans shall be reviewed by the immediate supervisor of the unit member.

Supervisor: _____

DATE: _____

Title: _____

%%%

RECOMMENDATION – Dean/Vice President (Article 14.2.3):

Such plans shall be reviewed by the appropriate Administrator.

Signature: _____

DATE: _____

Title: _____

%%%

Committee Recommendation to Chancellor or designee: YES _____ NO _____

Chancellor or designee Signature: _____

Title: _____

DATE: _____ AMOUNT APPROVED: _____

Exhibit 7 – Flexible Benefits Options

Premier Plus Scenarios

<u>Premier +</u> 1,115	<u>Premier</u> 962	<u>Savings</u> 153	<u>75%</u> 114.75	<u>403b</u> 114.75	<u>H.S.A.</u> 0
<u>Premier +</u> 1,115	<u>Standard</u> 885	<u>Savings</u> 230	<u>75%</u> 172.50	<u>403b</u> 172.50	0
<u>Premier +</u> 1,115	<u>Basic</u> 726	<u>Savings</u> 389	<u>75%</u> 291.75	<u>403b</u> 291.75	0

Premier Plus H.S.A. Scenarios

<u>Premier +</u> 1,115	<u>Plan 1</u> 713	<u>Savings</u> 402	<u>75%</u> 301.50	<u>403b</u> 61.50	<u>H.S.A.</u> 240
<u>Premier +</u> 1,115	<u>Plan 2</u> 636	<u>Savings</u> 479	<u>75%</u> 359.25	<u>403b</u> 119.25	240
<u>Premier +</u> 1,115	<u>Plan 3</u> 618	<u>Savings</u> 497	<u>75%</u> 372.75	<u>403b</u> 132.75	240

Premier Scenarios

<u>Premier</u> 962	<u>Standard</u> 885	<u>Savings</u> 77	<u>75%</u> 57.75	<u>403b</u> 57.75	<u>H.S.A.</u> 0
<u>Premier</u> 962	<u>Basic</u> 726	<u>Savings</u> 236	<u>75%</u> 177	<u>403b</u> 177	0

Premier H.S.A. Scenarios

<u>Premier</u> 962	<u>Plan 1</u> 713	<u>Savings</u> 249	<u>75%</u> 186.75	<u>403b</u> 0	<u>H.S.A.</u> 159
<u>Premier</u> 962	<u>Plan 2</u> 636	<u>Savings</u> 326	<u>75%</u> 244.50	<u>403b</u> 4.5	240
<u>Premier</u> 962	<u>Plan 3</u> 618	<u>Savings</u> 344	<u>75%</u> 258	<u>403b</u> 18	240