

MASTER CONTRACT

between the

**San Joaquin Delta Community
College District**

and the

**California School
Employees Association
Chapter #359**



July 1, 2007
through
June 30, 2010

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ARTICLE I
RECOGNITION

- 1.1 This Agreement is made and entered into this 1ST day of November 2007, by and between San Joaquin Delta College District, hereinafter referred to as the “District”, and the California School Employees Association and its San Joaquin Delta College Chapter Number 359, or its successors, hereinafter referred to as “CSEA”.
- 1.2 Acknowledgement: The District hereby acknowledges that CSEA and its Delta Chapter #359 is the exclusive bargaining representative for all classified employees holding those positions described in Appendix A, attached hereto and incorporated by reference as a part of this agreement. All newly created positions in the classified service, except those that lawfully are faculty, supervisory, management or confidential shall be assigned to the classified bargaining unit. (Government Code §3543-45, §70901.2)
- 1.3 The bargaining unit shall exclude work study students, students enrolled in nine (9) units for spring and fall semester and six (6) units for summer session, substitutes, short-term employees, faculty, and those positions identified by the Board of Trustees as management, supervisory and confidential.
- 1.4 Scope of Representation: The scope of representation shall be all matters determined by applicable rules, regulations, or orders issued by any governmental authority. Nothing herein may be construed to limit the right of the District to consult with CSEA on any matters outside of the scope of representation.

ARTICLE II
NON DISCRIMINATION

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

ARTICLE III
ORGANIZATIONAL SECURITY

- 3.1 CSEA shall have the sole and exclusive right to payroll deduction of regular membership dues and agency shop service fee payers. The District will issue three (3) checks monthly. Two (2) checks will be sent to CSEA Headquarters, one covering membership dues and the other one covering service fee payers. The third check will be sent to CSEA San Joaquin Delta College Chapter 359 and will include sums withheld by the District for chapter dues.
- 3.2 The District shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.
- 3.3 Any new bargaining unit members shall, within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, become a member of CSEA, or pay to CSEA a service fee. There shall be no charge to CSEA for such mandatory agency fee deductions.
- 3.4 CSEA has the sole right to verify that an employee qualifies for a religious exemption from the obligation to pay fees. Any bargaining unit member who is a member of a religious body whose traditional tenets or teachings include objection to joining or financially supporting employee organizations shall not be required to join or financially support the California School Employees Association (CSEA) except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under §501 (c) (3) of Title XXVI of the Internal Revenue Code:
- a. United Way
 - b. Special Olympics
 - c. Second Harvest Food Bank
- 3.4.1 Any bargaining unit member making payments as set forth in Section 3.4 above, and who requests the grievance arbitration provisions of this agreement, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.
- 3.5 With respect to all sums deducted by the District, whether for membership dues or agency fee, the District agrees to promptly remit such monies to CSEA, accompanied by an alphabetical list of bargaining unit members for whom such deductions have been made, categorizing them as to membership or service fee status in CSEA. Government Code §3546(f) requires employers to provide the exclusive representative with the employees' home addresses so that the union can send out a Hudson notice. The information will be provided upon a thirty (30) day notification/request from CSEA.

- 3.6 CSEA agrees to reimburse the employer, its officers and agents for reasonable attorney's fees and legal costs incurred after notice to CSEA in defending against any court or administrative action challenging the legality of the organizational security provision of this Agreement or the implementation thereof.
- 3.7 CSEA agrees to reimburse the District, its officers or agent for any award or compromise of damages or liability arising out of any court or administrative action challenging the legality of the organizational security provisions of this Agreement or the implementation thereof provided the District has complied with the terms of this Article and has promptly notified CSEA of its awareness of such action.
- 3.8 CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.
- 3.9 The parties to this Agreement acknowledge that CSEA has notified the District to implement the provisions of Government Code §3546 (a), requiring as a condition of employment, the deduction of CSEA dues or fair share fee from the wages or salary of every bargaining unit member effective January 1, 2001. This Agreement requires an employee, as a condition of continued employment, to either join the recognized or certified employee organization or to pay the organization a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of the organization.

ARTICLE IV
EMPLOYEE RIGHTS

4.1 Personnel Files

- 4.1.1 The personnel file of each employee shall be held confidential and be maintained at the District's Office of Human Resources. Any material which is used by the District to take action affecting the status of an employee's continued employment must be in the personnel file. Any files kept by an immediate supervisor of any employee shall not contain any material that is not in the main personnel file that would serve as a basis for affecting the status of said employee's continued employment.
- 4.1.2 Information of a derogatory nature shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. The employee shall be given reasonable release time during normal working hours and without loss of pay to initial and date the material and to prepare a written response to such within ten (10) business days. The written response shall be attached to the material.
- 4.1.3 An employee shall have the right at any reasonable time, to examine and/or obtain copies of any material from his/her personnel file. Reasonable release time, without loss of pay, will be provided for this purpose. Such material is not to include ratings, reports, or records which were (1) obtained prior to the employment of the employee involved, (2) were prepared by identifiable screening committee members, or (3) were obtained in connection with a promotional examination.
- 4.1.4 All personnel files shall be kept in confidence and shall be available for inspection only to other employees of the District when actually necessary in the proper administration of the District's affairs or the supervision of the employee. The District shall keep a log indicating the persons (other than persons whose duty it is to maintain the files) who have examined a personnel file, as well as the date such examinations were made. Such log and the employee's personnel file shall be available for examination by the employee or his/her CSEA representative, if authorized in writing by the employee. The log shall be maintained in the employee's personnel file.
- 4.1.5 Any person who places written material or drafts written material for placement in an employee's file shall sign the material and signify the date on which such material was drafted. Any written materials placed in a personnel file shall indicate the date of such placement.
- 4.2 Evaluation: Completed evaluations will be placed in the employee's personnel file after an opportunity for discussion between the employee and the evaluator. Negative

evaluations shall include specific recommendations for improvement and reasonable provisions for assisting the employee in implementing the recommendations

- 4.2.1 After completing his/her probationary period, permanent classified employees shall be evaluated once during the next two (2) years of employment, and thereafter, at least once every two (2) years by the employee's immediate manager. (If this requires the immediate supervisor to work or observe during unusual hours, then the manager shall observe during those hours.) The employee will be provided with recommendations for improvement.
 - 4.2.2 If the employee being evaluated feels that the evaluation is not accurate or fair in its findings and recommendation, the employee may attach a letter of explanation of those items in dispute within ten (10) business days. A Self-Evaluation form is available for the employee to submit as an attachment form and will be included in their personnel file.
 - 4.2.3 Employees are required to sign all formal written evaluations. It is understood that in signing the evaluation form, the employee acknowledges having seen and discussed the evaluation. The employee's signature does not necessarily imply agreement with the conclusions of the supervisor. If the employee so desires, the employee may attach a written statement. Employees are to receive a copy of their evaluations and the original is to be placed in the employee's personnel file.
- 4.3 Probationary Period and Permanent Status: Classified employees shall be designated as permanent employees of the District after completing a probationary period.
- 4.3.1 The normal probationary period shall be eight (8) months. The Vice President of Human Resources and Employee Relations, after consultation with the President of CSEA, may for specific reasons disclosed to CSEA, authorize a shorter probationary period of no less than six (6) months or a longer probationary period of no greater than twelve (12) months. The determination of the length of the probationary period for any individual, above or below the normal eight (8) months, shall not be based upon the classification of the individual probationary employee but only upon the nature of the extraordinary circumstances which led to the request for exception from the normal probationary period. The intent is for the probationary period to remain eight (8) months with only rare and exceptional deviations from that period permitted.

4.3.2 Every probationary employee shall be evaluated by the employee's immediate supervisor, in writing, during the probationary period as follows:

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

4.3.2.1 The first written evaluation shall be completed and discussed, with a written copy of the evaluation given to the probationary employee, by the end of the fourth month of the probationary period.

4.3.2.2 A second written evaluation shall be completed and discussed, with a written copy of the evaluation given to the probationary employee, by the end of the seventh month of the probationary period (if the probationary period has not ended before that time).

4.3.2.3 A third written evaluation shall be completed and discussed, with a written copy of the evaluation given to the probationary employee, by the end of the eleventh month of the probationary period (if the probationary period has not ended before that time).

ARTICLE V
ORGANIZATIONAL RIGHTS

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

- 5.1.10 A parking identification sticker shall be provided, at no cost, to CSEA for its designated CSEA labor relations representative.
- 5.2 Distribution of Contract: Within thirty (30) days after the execution of this contract, the District shall print or duplicate and provide without charge a copy of this contract to every employee in the bargaining unit. Any employee who becomes a member of the bargaining unit, after the execution of this agreement, shall be provided with a copy of this agreement by the District without charge at the time of employment. Each employee in the Bargaining Unit shall be provided by the District, without charge, a copy of any written changes agreed to by the parties of this agreement during the life of this agreement.
- 5.3 Release Time: At various points throughout this contract, reference is made to release time for individuals. Such references shall be understood to refer to the obligation of the District under Government Code §3543.1(c) to provide “reasonable periods of release time without loss of compensation when meeting and negotiating and for the processing of grievances.”
- 5.3.1 CSEA shall receive reasonable release time at no expense to CSEA or the employees it represents for meeting and negotiating, and the processing of grievances. Authorizations for release time must be coded on the Classified Monthly Time Report and submitted on an Absence Request Form to the Office of Human Resources within five (5) working days of the release time being used.
- 5.3.2 CSEA shall receive reasonable release time at no expense to CSEA or the employees it represents for meeting and negotiating, and the processing of grievances. Reasonable release time shall be defined as 300 total hours per year, in addition to the release time allocated for chapter delegates to attend annual conferences as defined in Article V, section 5.1.9, and the release time allocated for Job Representatives as defined in Article VI, section 6.4.3.
- 5.3.3 The Association agrees to indemnify and hold the District harmless from any claims, damages, and causes of action of complaints arising from the operation of this Article. The association further agrees to pay the cost of any legal fees or costs incurred by the district in defense of this provision.

ARTICLE VI
JOB REPRESENTATIVES

- 6.1 Purpose: The District recognizes the need and affirms the right of CSEA to designate Job Representatives from among employees in the unit. It is agreed that CSEA, in appointing such representatives, does so for the purpose of promoting an effective relationship between the District and employees by helping to settle problems at the lowest level of supervision.
- 6.2 Selection of Job Representatives: CSEA shall appoint five (5) Job Representatives who will represent all employees in the bargaining unit. CSEA will notify the District of the names of those persons chosen to be representatives and any change thereto. Nothing contained in this Article shall limit the right to Job Representatives and chapter officers (not to exceed two (2) at one (1) time) in assisting another Job Representative in the processing of a grievance, shall it be requested.
- 6.3 Duties and Responsibilities of Job Representatives: Each job representative shall represent the employees subject to the provisions set forth in Appendix F.
- 6.4 Job Representatives Requirements to District and/or Supervisor:
- 6.4.1 The Job Representative will obtain permission from the employee's immediate supervisor (if available) to perform the employee's duties as Representative. The Job Representative shall inform the immediate supervisor of the employee's need to leave the employee's work area. Permission to leave will be granted unless such absence would cause an unreasonable interruption of work. Upon entering another work area, the Job Representative shall inform the supervisor that the employee is there on CSEA business. The Job Representative will be given permission to confer with the employee(s) in the new work area unless it would cause an unreasonable interruption of work. If permission is denied, the timelines of the grievance process will be extended by the total number of days permission is denied. When possible, arrangements will be made with both supervisors in advance.
- 6.4.2 Each Job Representative shall be granted release time with full benefits and pay to perform the employee's duties except as limited above, as outlined in Appendix G.
- 6.4.3 Job Representatives shall be restricted to an average four (4) release hours per calendar month (not to exceed forty-eight (48) hours per year), in which to perform the employee's duties as outlined. The Job Representative shall use the employee's own time to perform any duty requirements that exceed the amount of release time granted in this section.

6.5 Each Job Representative shall be expected to use equal amounts of release time and personal time for the proper execution of the employee's duties.

ARTICLE VII
HOURS AND OVERTIME

- 7.1 Workweek: The workweek shall consist of five (5) consecutive days of eight (8) hours per day and forty (40) hours per week. This Article shall not restrict the extension of regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District, except as provided for in Section 7.9. (Education Code §88026)
- 7.1.1 If the governing board of the District decides to establish a flex schedule workweek, they shall establish such a workweek with the concurrence of the concerned employee(s) as ascertained through the CSEA organization. If the flex schedule is implemented, any hours in excess of those scheduled for that day will be considered overtime as defined in Section 7.9.
- 7.1.2 An employee shall not be required to change his/her workweek to include Saturday or Sunday, or both, without his/her written consent. No classified employee shall be assigned to perform services on a Saturday or Sunday if the classified employee objects in writing that the assignment would conflict with his/her religious beliefs or practices. Enactment of this section shall cause no change or disruption in existing work schedules that may already include Saturday or Sunday as regular workdays. (Education Code §88010.5)
- 7.2 Length of Workday: The length of the workday shall be designated by the District for each classified assignment in accordance with the provisions set forth in this agreement. Each bargaining unit employee shall be assigned a fixed, regular, and ascertainable minimum number of hours, which shall not be less than four (4) hours per day nor for more than five (5) consecutive days per week.
- 7.3 Changes in Work Schedule: Should an employee's work schedule be changed, the supervisor and/or District shall notify CSEA and the employee, in writing, five (5) business days before said change, except that ten (10) business days notice shall be required where the work schedule change is anticipated, or reasonably should be anticipated, by the supervisor sufficiently in advance to allow the additional notice. Should the District contemplate a permanent change in an employee's work schedule, the District shall notify CSEA and the employee, in writing, twenty (20) business days before the proposed change. These notice requirements may be waived with the concurrence of the employee and CSEA. The District retains the sole right to set work schedules.
- 7.3.1 Any change in work schedule within a single classification, within a department, shall be done on the basis of District seniority, with the most senior employee having the first option to accept or decline, and so on

down the seniority list until the shift opening is filled. If none of the employees within the classification agrees to work the schedule, the employee with the least District seniority shall be assigned.

- 7.4 Adjustment of Assigned Time: Any part time employee in the bargaining unit who is required to work consistently thirty (30) minutes or more per day in excess of the employee's regular part-time assignment for a period of twenty (20) consecutive working days or more shall have the employee's regular assignment adjusted upward to reflect the longer hours, effective with the next pay period. (Education Code §88036)
- 7.5 Lunch Period: All employees covered by this agreement shall be entitled to an uninterrupted, except in unusual circumstances, lunch period of no longer than one (1) hour, nor less than one-half (1/2) hour, and it shall be taken at or about the midpoint of each work shift.
- 7.6 Rest Periods:
- 7.6.1 All bargaining unit employees shall be granted rest periods which, insofar as practicable, shall be in the middle of each four (4) hour work period, at the rate of fifteen (15) minutes per four (4) hours worked, or a total of thirty (30) minutes at one (1) time scheduled to the mutual convenience of the employees and Supervisors.
- Time from unused rest periods may not be used to lengthen the lunch break or shorten the workday. Also, rest periods may not be applied to any time owed the District that is to be made up. The District shall not owe any compensation to an employee who does not wish to take advantage of the rest periods.
- 7.6.2 Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee.
- 7.7 Rest Facilities: The District shall make available a lunch room or rest area for general staff use.
- 7.8 Voting Time Off: If any employee's work schedule is such that it does not allow sufficient time to vote in any federal, state or local election in which the employee is entitled to vote, the District shall arrange to allow sufficient time for such voting by the employee without loss of pay.

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

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

- 7.16 10-Month Academic Year Employees:
- 7.16.1 All “10 month employees” will be placed on one of two calendars, both of which guarantee a minimum number of days.
- 7.16.2 Calendar A: Guarantees 205 minimum days (same start and end dates as faculty)
- 178 work days (which may include but are not limited to fall in-service, spring classified retreat or staff development), to be scheduled by each manager.
 - 15 paid holidays
 - 12 mandatory vacation days – manager to schedule, with input from the employee.
- 7.16.3 Calendar B: Guarantees 215 minimum days
- 188 work days, (which may include but are not limited to fall in-service, spring classified retreat or staff development), to be scheduled by each manager.
 - 15 paid holidays
 - 12 mandatory vacation days – manager to schedule, with input from the employee.
- 7.17 Less than twelve (12) month employees may voluntarily be scheduled for additional work days, which would be paid on an hourly basis and would not be considered part of the employee’s base pay.
- 7.18 Off-Contract Work: All available off-contract hours of work will be first offered to regular less-than-12-month employees by seniority in that classification, and then to employees who are on the thirty-nine month re-employment list by seniority, as defined in Article XXIV.
- 7.19 Permanent Intermittent Positions:
- 7.19.1 Permanent intermittent is a status of employment, rather than a separate classification of employee. Permanent intermittent employees are regular classified employees who are not guaranteed any set number of hours, are not assigned a regular schedule, and who may work on an on-call basis.
- 7.19.2 Permanent intermittent employees may not work more than 50% of the hours that a regular full-time employee in the same classification may work in any fiscal year (July 1-June 30), although they may work up to eight (8) hours on any given day.

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

ARTICLE VIII

PAY, BENEFITS (EXCEPT HEALTH BENEFITS), AND ALLOWANCES

8.1 Pay

- 8.1.1 Regular Rate of Pay: The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class, as provided in Appendix C.
- 8.1.2 Paychecks: All regular paychecks and direct deposits for employees in the bargaining unit shall be accompanied by a voucher itemized to include deductions.
- 8.1.3 Frequency – Once Monthly: All employees in the bargaining unit shall be paid once per month, on or before the last working day of the month. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding workday.
- 8.1.3.1 Annual pay for employees in less than twelve (12) month positions will be based on the number of days assigned. The employee's daily pay rate multiplied by the number of days assigned will equal his/her annual pay, which will be divided into equal monthly installments. Ten (10) month salaries for bargaining unit members employed less than twelve (12) months per year shall be included as part of the Contract under Appendix C, Classified Salary Schedule. If it is necessary for employees in ten (10) month or less than twelve (12) month positions to work outside of their contract dates, they will be paid on an hourly basis at their regular rate of pay.
- 8.1.3.2 Bargaining unit members employed for less than twelve (12) months per year may elect to receive their compensation over a twelve (12) month period. Such payment shall be in accordance with Education Code §88164. This will not increase the total annual amount of compensation received by the employee, only the number of paychecks. Members electing or changing this option may do so once annually, and must submit their request to the Office of Human Resources no later than July 15 of each year.
- 8.1.3.3 Employees working on an hourly basis shall be given a detailed and itemized wage statement. (California Labor Code, §226)
- 8.1.4 Payroll Errors: Any payroll error resulting in insufficient payment for an employee in the bargaining unit shall be corrected and a supplemental check issued, not later than five (5) business days after the discovery of the error. Errors

of overpayment will be corrected by adjustment to the next regularly issued check after the error is detected.

8.1.5 Special Payments: Any payroll adjustment due an employee in the bargaining unit as a result of working out of class, re-computation of hours, or other reasons other than procedural errors shall be made and included in the next regular paycheck.

8.1.6 Special Payments for Out-of-Class Work: When an employee is required to work out of his/her normal assignment, performing duties of a higher classification, for more than five (5) working days within a fifteen (15) calendar-day period, the salary of the employee will be adjusted upward, for such period as he/she is required to work out of classification. Salary placement for the out-of-class period will be consistent with contract section 16.4.1 (Education Code §88010).

8.1.6.1 If employees are required to work in a different classification for a total of twelve (12) months or more in any floating eighteen (18) month period, their position will be reclassified to the new classification, and they will be placed in the position, effective the end of the twelfth month.

8.1.6.2 Changes in classification as a result of 8.1.6.1 above will not result in any change in the number of positions, just in the classification(s) of the existing position(s).

8.1.7 Lost Checks: Any paycheck for an employee in the bargaining unit which is lost after receipt or which is not delivered within five (5) days of mailing, if mailed, shall be replaced not later than ten (10) business days following the employee's reporting of such loss to the Payroll Department.

8.2 Benefits (except Health Benefits):

8.2.1 Exemption From Payment of Enrollment Fees:

8.2.1.1 All classified personnel shall be exempt from any fee including but not limited to tuition, books, supplies, and travel expenses levied by the District relating to courses where attendance is requested by the District.

8.2.1.2 Enrollment fees for Delta College classes, except community service classes, shall be paid by the District for classified employees and their dependents as declared to the Internal Revenue Service.

8.2.2 The Child Development Center will reserve ten percent (10%) of the available spaces for children of all full-time district employees during a priority registration period. The number of available spaces for CSEA members will be proportionate

to the percentage of full-time district employees represented by CSEA. After the priority registration period, registration will be on a first come, first served basis.

8.2.3 Parking Fees: The District will provide upon request a parking permit each academic year to each member of the classified bargaining unit without charge.

8.2.4 All classified employees and members of their immediate families shall be provided free tickets to all District sponsored athletic events.

8.3 Allowances:

8.3.1 Mileage Compensation During Temporary Assignments: Any employee required to work at a work site on temporary assignment which is more than five (5) miles from the employee's normal work site, shall be compensated for the total mileage difference between the employee's normal work site and the employee's temporary work site at the amount established by the District for reimbursement for mileage, according the Travel and Mileage Policy which is attached as Appendix D.

8.3.2 Automobile Use: The District agrees to make automobiles available to employees who are required in the course of their duties to travel on District business. In order to protect both the employee and the District in such cases, the employee must submit an approved vehicle request slip to the Transportation Department prior to checking out a vehicle. (See Travel and Mileage Policy, Appendix D.) The District shall make a reasonable effort to meet the vehicle safety specifications as set forth in the California Vehicle Code.

ARTICLE IX
EMPLOYEE EXPENSES AND MATERIALS

9.1 Uniforms: The District will furnish not more than four (4) uniforms per year, as needed, to employees in the following classes:

- 9.1.1 Health Unit Employees
- 9.1.2 Food Service Personnel
- 9.1.3 Groundskeepers
- 9.1.4 Maintenance Personnel

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

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

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

9.2 Tools: The District agrees to provide all tools, equipment and supplies reasonably necessary to Bargaining Unit employees for performance of employee's duties.

9.3 Physical Examinations: The District agrees to pay the full cost of any medical examination required as a condition of employment or continued employment.

ARTICLE X
EMPLOYEE BENEFITS

10.1 Preamble:

10.1.1 California's Valued Trust (CVT) is the current provider, but the District and CSEA may negotiate any change in providers without altering this agreement. Any change in classified employees' level or cost of benefits resulting from a change in providers must be negotiated between the District and CSEA.

10.1.2 Within the restrictions of CVT, CSEA will select the plans and corresponding price structure (composite, single plus one, or single plus two dependents) it wishes to offer its classified employees.

10.1.3 Classified employees are required to participate and may not "opt out" of selecting a health benefits plan through the current medical benefit provider (CVT).

10.1.4 Classified employees are eligible to receive benefits beginning the first of the month following thirty (30) days of employment.

10.1.5 Open enrollment for benefits will occur in September of each year of the contract, with benefit changes taking effect on October 1.

10.1.6 Definitions:

10.1.6.1 Eligible Dependents: The dependent eligibility criteria for the various portions of the benefit plans described herein are established by law, by the benefits administrator, currently CVT, and by the service provider, i.e., Blue Cross, Kaiser, VSP, Delta Dental, etc.

10.1.6.2 Age of Medicare Eligibility: The age at which an employee becomes eligible to receive Medicare benefits, as determined by date of birth.

10.2 Active Classified Employees:

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

10.2.1.1 Health Insurance and Prescription Drug Coverage via a choice of one or more Preferred Provider Option (PPO) with a Drug Plan, or Health Maintenance Organization (HMO) options which includes drug plans or coverage.

10.2.1.2 Dental Insurance

10.2.1.3 Life Insurance

10.2.1.4 Vision Care Plan

10.2.1.5 Long-term Disability Plan

10.2.1.6 Employee Assistance Program

10.2.2 Benefits for Active Classified Employees:

10.2.2.1 The monthly cost of benefits in effect on October 1, 2006, will continue through September 30, 2007.

10.2.2.2 Effective October 1, 2007, the District shall provide each active classified employee with a defined contribution for health benefits equal to the October 1, 2007, CVT composite cost of either the Kaiser 7 or Blue Cross 10D plan, whichever is more expensive, plus dental, life insurance, vision, long term disability insurance, and Employee Assistance Program coverage.

10.2.2.3 Every October 1 thereafter, until October 2009, the amount of the defined contribution will be adjusted accordingly to reflect changes in the composite cost of the benchmark level of benefits for active employees (based on the Kaiser 7 or Blue Cross 10D plan, whichever is more expensive, plus dental, life insurance, vision, long-term disability insurance, and Employee Assistance Program coverage).

- 10.2.2.4 Each active classified employee shall select a plan and the level of coverage, and the District shall contribute towards the cost of the selected plan up to the amount of the defined contribution.
- 10.2.2.5 If the cost of the plan selected by a classified employee is less than the defined contribution, the classified employee shall receive the difference between the amount of the defined contribution and the cost of the plan selected as income. If the cost of the selected plan(s) is greater than the defined contribution, the classified employee must pay the difference each month through a payroll deduction.
- 10.2.2.6 The annual defined contribution, which is twelve (12) times the monthly contribution defined above, and the corresponding payroll deductions for these benefits will be divided and distributed by the number of months the classified employee works, although the benefits will be received each of the twelve (12) months of the benefit year.
- 10.2.2.7 Effective October 1, 2007, benefits paid by the classified employee and/or the District will be for the current month, on a pay-as-you-go basis.
- 10.2.2.8 Classified employees may individually elect to pay for such benefit costs on a pre-tax basis via payroll deductions through the District's Section 125 Premium Only Plan. Payroll deductions will be made from the classified employee's salary upon written request by the classified employee.
- 10.2.2.9 Part-time classified employees (both probationary and permanent) not eligible for district-paid benefits may elect to purchase the health benefits identified in 10.2.1 at the employee's expense, provided such purchase is acceptable to the respective carrier.
- 10.2.2.10 All requirements for changes in plans, deadlines for payment, and plan coverage will be provided to current and future employees who retire at least thirty (30) days prior to the effective dates.
- 10.2.2.11 Medical Examinations and Tests: All medical examinations and tests for current classified employees requested by the District shall be paid for by the District.

10.3 Continuation of Benefits Upon Retirement for Current Classified Employees: Eligibility for continuing medical benefits upon retirement for active employees who retire from the District and their eligible dependents are defined under the following criteria:

10.3.1 Group I:

10.3.1.1 Hire Dates and Service Criteria: Group I includes classified employees who were employed prior to November 23, 1987 and have twenty (20) years of continuous district service immediately preceding their retirement under CalPERS.

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

10.3.2 Group II:

10.3.2.1 Hire dates and Service Criteria: Group II includes active classified employees who do not meet the eligibility criteria of Group I, and who were continuously employed by the District prior to June 30, 2007.

10.3.2.2 Current classified employees hired between November 24, 1987 and June 30, 2007 must have twenty-two (22) years of continuous district service immediately preceding their retirement under CalPERS to be eligible to receive medical benefits upon retirement.

10.3.2.3 Benefits upon retirement: Group II:

10.3.2.3.1 Classified employees who meet the Group II eligibility criteria and are under the age of Medicare eligibility will continue to receive the same defined contribution as a current active employee until they reach the age of Medicare eligibility, after which point they will receive benefits as detailed in 10.3.2.3.2. The retiree must select from the

available benefit plans, and the retiree is responsible for any additional cost of the plan beyond the defined contribution. These classified employees are eligible for continuing medical (including prescription drug plan), dental, life insurance, vision, long-term disability, and Employee Assistance Program coverage.

10.3.2.3.2 Classified employees who meet the Group II eligibility criteria and who have reached the age of Medicare eligibility will receive a Medicare Supplement Plan (Carve Out), which supplements the level of Medicare benefits to the level of the current benchmark plan (currently Kaiser 7 or Blue Cross 10D plans) for active employees. The District's contribution to the Medicare Supplement Plan (Carve Out) shall not exceed the amount of the defined contribution provided to active classified employees. The total level of benefits provided to any retiree in Group II by the District will not exceed the benchmark level of benefits provided to an active classified employee.

10.3.2.3.3 If the cost of the plan selected is less than the defined contribution, the amount of the difference shall be applied to a fund designated for retiree medical benefits.

10.3.3 Group III:

10.3.3.1 Hire dates and service criteria: Group III includes active classified employees who do not meet the eligibility criteria of Group I or II, and who began their continuous employment with the District after June 30, 2007.

10.3.3.2 Benefits upon retirement: Group III classified employees who begin their continuous employment in a benefited position with the District after June 30, 2007, will be eligible for active classified employee health benefits during their employment, but will not be eligible for continuing medical benefits from the district upon retirement.

10.3.3.3 Upon completion of five (5) years of service to the District, any employee retiring under PERS will have the option to purchase at District cost all or any portions of the health benefits described in Article X being offered by the District to active employees, providing such purchase is acceptable to the respective carrier.

10.3.3.4 Current and future classified employees who retire after June 30, 2007, and who are either eligible to be covered by Medicare or who are not eligible for continuing health benefits upon retirement will have access to available supplemental health plans at District rates for themselves and their eligible dependents. The cost for this coverage will be borne exclusively by the retired classified employee and/or their dependents.

10.4 Duration of Benefits: The benefits provided in this Article shall remain in effect without interruption during the term of this Agreement.

10.4.1 If a classified employee desires insurance coverage to continue during periods of unpaid leaves of absence from the District the classified employee may pay the premiums on insurance benefits monthly in advance or elect coverage pursuant to COBRA. Unpaid leaves are to be considered an interruption – not a break in service.

10.4.2 COBRA continued health plan coverage would be provided in accordance with the provisions listed in Appendix H.

10.4.3 A year of service will be that period determined by the California Public Employees' Retirement System as constituting a year.

10.5 Surviving Spouses:

10.5.1 Active Employees: Should a classified employee die while under contract to the District, the surviving spouse shall be entitled to continued coverage under the benefits described in this Article, provided that the surviving spouse notifies the District of his/her election to continue coverage within a thirty (30) day period after the death of the classified employee. The surviving spouse shall pay the monthly premium in advance for the continued coverage on a month-to-month basis.

10.5.2 Retired Employees: The employment benefits as detailed in this Article will be offered to the surviving spouses of retired classified employees (who were qualified for the continuation of such benefits upon retirement) at the same rate and cost as is charged to the District. The surviving spouse must notify the District of his/her election to continue the coverage

within a thirty (30) day period after the death of the retired classified employee. The District will not contribute a defined contribution for the coverage of surviving spouses.

ARTICLE XI

HOLIDAYS

11.1 Scheduled Holidays: The District agrees to provide all employees in the Bargaining Unit with the following paid holidays during the term of this Agreement:

- 11.1.1 New Year's Day (January 1)
- 11.1.2 Martin Luther King, Jr. Day
- 11.1.3 Lincoln Day
- 11.1.4 Washington Day -- Third Monday in February
- 11.1.5 César Chavez Day (March 31)
- 11.1.6 Spring Vacation Day -- Friday of Spring Recess Week
- 11.1.7 Memorial Day -- Last Monday in May
- 11.1.8 Independence Day (July 4)
- 11.1.9 Labor Day -- First Monday in September
- 11.1.10 Veteran's Day (November 11)
- 11.1.11 Thanksgiving Day -- Thursday proclaimed by the President (Generally the fourth Thursday in November)
- 11.1.12 Friday following Thanksgiving Day
- 11.1.13 Christmas Eve (December 24)
- 11.1.14 Christmas Day (December 25)
- 11.1.15 Day after Christmas (December 26)
- 11.1.16 Day before New Year's Day (December 31)

11.2 Additional Holidays: Every day declared by the President or Governor of this state as a public fast, mourning, thanksgiving, or holiday, which is a paid holiday for state or federal employees shall be a paid holiday for all employees in the bargaining unit. Any day declared a holiday by the Governing Board under Education Code, §79021 or §79022, shall be a paid holiday for all employees in the bargaining unit.

11.3 Holidays on Saturday, Sunday, or Other Days Off:

- 11.3.1 When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. When a holiday falls on Sunday, the following workday not a holiday shall be deemed to be that holiday.
- 11.3.2 The operation of this section shall not cause any employee to lose any of the holidays clearly indicated in this Article nor gain any additional holidays not indicated in this Article.
- 11.3.3 When a holiday falls on an employee's regular day off other than Saturday or Sunday the employee shall be provided a holiday on the work day either previous or subsequent to the holiday. The substitute holiday shall be determined by agreement between the employee and his or her

supervisor. If the employee and supervisor are unable to agree on a substitute holiday, the determination shall be made by the Vice President of Human Resources and Employee Relations.

- 11.4 Holiday Eligibility: Except as otherwise provided in this Article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.
- 11.5 Number of Holidays: In any one (1) year, the number of holidays shall always equal the number of days set forth in Section 11.1 (i.e., there shall always be sixteen (16) paid holidays regardless of any fluctuations of the calendar from year to year).
- 11.6 Employees in less than twelve (12) month positions who work during the summer, outside of their contract period, shall receive holiday pay for holidays that occur during the period they work.

ARTICLE XII
VACATION PLAN

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

- 12.2.4 Requests for vacation from classified employees shall be submitted for approval to the immediate supervisor two (2) weeks prior to the requested vacation, except when used for personal necessity leave as provided in Section 13.11.1.15. The immediate supervisor shall have five (5) business days to respond to the vacation request.
- 12.2.5 If the District intends to close for Winter Recess, ninety (90) days' notice shall be given to CSEA and the San Joaquin Delta Chapter 359. Employees shall have the option of taking compensatory time, leave without pay, or vacation during this time.
- 12.2.6 A classified employee who resigns, retires, is dismissed, or whose position is terminated, and who had earned vacation time credit, shall be paid at the regular rate for such vacation at the time earned upon such resignation, retirement, dismissal or termination. Cash payment for accumulated vacation shall be paid at the employee's current salary rate. An employee who resigns, retires, is dismissed or terminated, and who has taken unearned vacation shall have that amount deducted from the final paycheck.

12.3 Vacation Accumulation Limits:

- 12.3.1 Employees Hired After July 1, 2005: Employees hired after July 1, 2005 may accumulate a maximum of 320 vacation hours. The Office of Human Resources shall monitor vacation balances and notify the employee, in writing, once the employee has accumulated 240 hours. When an employee has accumulated 240 hours of vacation time, he/she shall work with the Vice President of Human Resources and Employee Relations and the employee's immediate supervisor to develop a vacation balance reduction plan to ensure that the employee does not accumulate more than 320 hours. If the employee has not been permitted to take the requested vacation time, any vacation time in excess of 320 hours shall be paid in cash.
- 12.3.2 Employees Hired Prior to July 1, 2005: Employees hired prior to July 1, 2005 who have accumulated in excess of 320 hours of vacation time will have three years from the date of the execution of this Agreement to bring their accumulated vacation balance, including additional vacation earned over the three year period, to 320 hours or less. The employee may elect as part of this three year reduction period, once every fiscal year, to receive monetary compensation in lieu of using accrued vacation. The number of hours to be sold back may not be greater than one-half (1/2) of the employee's accumulated balance. Once the employee's accumulated vacation balance has been reduced to 320 hours or below, the provisions of section 12.3.1 will apply.

- 12.4 Vacation Pay: Pay for vacation hours for all bargaining unit employees shall be the same as that which the employee would have received had the employee been in a working status.

12.5 Vacation Postponement:

12.5.1 If an employee's vacation becomes due during a period when the employee is on leave due to illness or injury, the employee may request a change of vacation date and the district shall grant such request in accordance with vacation dates available at that time.

12.5.2 If for any reason a bargaining unit employee does not take all or any part of his/her annual vacation, the amount not taken shall be accumulated for use in the following year, subject to the limitations in section 12.3 of this Article.

12.5.3 When a holiday falls during the scheduled vacation of any bargaining unit employee, such employee shall be granted an additional day's vacation and pay for each holiday falling within that period.

12.6 Vacation Scheduling:

12.6.1 Vacation shall be scheduled at times requested by employees, as far as possible, within the District's work requirements. Earned but unused vacation days may be taken for urgent, unforeseen circumstances upon approval by the appropriate administrator or the Vice President of Human Resources and Employee Relations.

12.6.2 If there is any conflict between employees who are working on the same or similar operations as to when vacation shall be taken, the most senior employee shall be given preference.

12.7 Interruption of Vacation: An employee in the bargaining unit shall be permitted to interrupt or terminate vacation in order to begin another type of paid leave provided by this Agreement without a return to active service, provided the employee supplies notice and supporting information regarding the basis for such interruption or termination.

ARTICLE XIII

LEAVES

- 13.1 Jury Duty: An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The time-off shall equal the time served with an allowance for reasonable travel time. The employee shall deposit with the Cashier, checks received from the judicial system. Any meal, mileage, or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty.
- 13.2 Military Leave: An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.
- 13.3 For the purposes of this Article, “Members of the immediate family” means the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee or spouse, stepmother, stepfather, stepchildren or any relative living in the immediate household of the employee (Education Code §88194)
- 13.3.1 For purposes of Section 13.12, Personal Necessity Leave and Section 13.14, Bereavement Leave only, the term “spouse” shall be defined to include an unmarried life partner previously declared to the Human Resources Office.
- 13.3.2 The District agrees to comply with the provisions of the Domestic Partner Rights and Responsibilities Act. A Domestic Partner shall be defined as stated in Family Code §297 & §297.5. The District agrees to comply with any expansion of benefits to members provided by the health care provider, currently California’s Valued Trust.
- 13.4 Leave for Illness or Injury:
- 13.4.1 A classified employee employed forty (40) hours a week is entitled to eight (8) hours of sick leave for each month of employment during the college year for illness or injury, without loss of pay, cumulative indefinitely. An employee must be in paid status for more than one-half (1/2) of the month’s normal working hours in order to qualify for sick leave credit for that month. (Education Code §88191)
- 13.4.2 A classified employee employed less than forty (40) hours per week shall be entitled to that proportionate amount of sick leave as the number of hours he/she is employed per week bears to forty (40). Sick leave for all part-time employees will be computed and charged on an hourly

basis. When such person is employed for less than a full fiscal year of service, this and the preceding paragraph shall determine that proportion of sick leave to which he/she is entitled. (Education Code §88191)

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

13.4.11 Any employee who has accrued a minimum of 800 hours of sick leave on June 30 of any year, will be entitled to eight (8) additional hours vacation leave to be added to accrued vacation leave on July 1.

13.5 Supplemental Sick Leave: When a permanent employee is absent from duty on account of illness or accident for a period of five (5) months or less, whether or not the absence arises out of or in the course of employment, the employee shall be credited with sufficient additional sick leave which, when added to regular earned sick leave, shall not be less than 100 working days. Such additional sick leave shall be exclusive of any other paid leave and will be compensated at not less than fifty percent (50%) of the employee's regular salary. The five-month period shall commence on the first (1st) day of illness or accident for classified employees. (Education Code §88191 - §88196)

13.5.1 Total full pay and supplemental sick leave shall not exceed 100 working days in any one fiscal year or for any one illness. Employees who are on supplemental sick leave basis shall not be entitled to the sick leave, holiday, or vacation benefits granted permanent employees.

13.6 Catastrophic Illness and Injury: Catastrophic illness or injury is defined to mean an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which requires the employee to take time off from work for an extended period of time to care for that family member. (Education Code §87045)

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

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

13.7 Parenting Leave: An unpaid leave ending no more than four (4) months following the birth of a child may be granted by the District and will run concurrently with any leave the employee may have under the Family Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"). Unpaid leaves of longer duration may be requested according to Article XIII, Section 13.12, General Leaves of this agreement.

- 13.8 Family and Medical Leave: The District will provide eligible employees who have worked for the District for at least twelve (12) months and a minimum of 1250 hours in one year with an unpaid family or medical leave of up to twelve (12) weeks in a twelve-month period consistent with state and federal law. Employees may take leave for their own serious health condition, to care for a spouse, child or parent with a serious health condition, or for the birth, adoption or foster care placement of a child. During an approved Family and Medical Leave, the District will continue to provide health benefits for covered employees as determined by Article X of this agreement. The Family Medical Leave form will be available to employees at the Office of Human Resources and is attached as Appendix K.
- 13.9 Leaves of Absence for Industrial Accident and Illness: All permanent classified employees shall be eligible for the benefits provided by Education Code §88192, as follows:
- 13.9.1 Allowable leave shall be for sixty (60) working days in any one (1) fiscal year for the same accident or illness.
- 13.9.2 When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.
- 13.9.3 Allowable leave shall not be cumulative from year to year.
- 13.9.4 Industrial accident or illness leave will commence on the first (1st) day of absence.
- 13.9.5 Payment for wages lost on any day shall not, when added to an award granted the employee under the worker's compensation laws of this state, exceed the normal wage for the day.
- 13.9.6 Industrial accident leave will be reduced one (1) day for each day of authorized absence regardless of a compensation award made under worker's compensation.
- 13.9.7 The industrial accident or illness leave of absence is to be used in lieu of entitlement acquired under Education Code §88191. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used, but if an employee is receiving worker's compensation, the employee shall be entitled to use only so much of his/her accumulated or available sick leave, accumulated compensatory time, vacation or other available leave which, when added

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

- 13.9.8 The Board of Trustees may provide for additional leave of absence, paid or unpaid, as it deems appropriate.
 - 13.9.9 Periods of approved leaves of absence, paid or unpaid, shall not be considered to be a break in service of the employee.
 - 13.9.10 During all fully paid leaves of absence, whether industrial accident leave, sick leave, vacation, compensatory time off or other available leave provided by law or the action of a Governing Board, the employee shall endorse to the District wage loss benefit checks received under the worker's compensation laws of this state. The District, in turn, shall issue the employee appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions.
 - 13.9.11 When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of his/her position, the employee shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months. When available during the thirty-nine (39) month period, the employee shall be employed in a vacant position in the classification of the previous assignment over all other candidates except for candidates on the list established because of a lack of work or lack of funds, in which case the employee shall be listed in accordance with appropriate seniority regulations.
 - 13.9.12 An employee who has been placed on a reemployment list, as provided above, who has been medically released for return to duty will be offered an assignment for which he/she is qualified in the same classification or in a classification of an equal or lower salary range in which he/she has passed a probationary period. If the employee accepts the assignment to the lower classification the employee shall remain on the reemployment list for an additional twenty-four (24) months. The employee shall be offered placement in his/her prior classification when a vacant position becomes available until the total time expires on the list not to exceed sixty-three (63) months. If an employee fails to accept employment in an equal assignment the employee will be dismissed.
- 13.10 Break in Service: No absence under any paid leave provisions of this Article shall be considered as a break in service for any employee who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence

13.11 Personal Necessity Leave:

13.11.1 An employee may use, at the employee's election, not more than seven (7) days of accumulated sick leave benefits in a fiscal school year in the following cases of personal necessity. The employee requiring a leave under this section shall verify by a signed statement that he/she has taken a leave for one of the reasons listed as permissible under this section. Whenever possible, advance notification of any personal necessity leave under this section shall be given.

13.11.1.1 Death of a member of the employee's immediate family when additional leave is required beyond that provided in Section 13.14 of this contract.

13.11.1.2 Accident, involving the employee's person or property, or the person or property of a member of the employee's immediate family, as defined in Section 13.3 of this contract.

13.11.1.3 Judicial Leave for any necessary court or agency appearance, except as a party or subpoenaed witness in a action against the District, consistent with Education Code §88207.

13.11.1.4 Death of a member of the family not considered as immediate family, i.e., aunt, uncle, brother-in-law or sister-in-law.

13.11.1.5 For the birth of their child.

13.11.1.6 When employee's attendance is required for adoption proceedings.

13.11.1.7 To take any advance educational degree examination.

13.11.1.8 To get married.

13.11.1.9 To attend marriage of son or daughter.

13.11.1.10 To attend high school or college graduation for self, spouse, son or daughter.

13.11.1.11 When ordered to appear before a local, state or federal agency.

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

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

13.13 General Leaves: When no other leaves are available, a leave of absence may be granted to an employee on an unpaid basis at any time upon any terms acceptable to the employee, the supervisor, and the Vice President of Human Resources and Employee Relations.

13.13.1 If the employee is dissatisfied with the supervisor's and Vice President's decision, an appeal may be filed with the Superintendent/President within five (5) business days of notice of the manager's decision. The Superintendent/President shall respond in writing to the employee and the supervisor within five (5) business days of receipt of the appeal.

13.13.2 If the employee is dissatisfied with the Superintendent/President's decision, the employee may file, within five (5) business days of the written decision of the Superintendent/President, a request for review by the Board of Trustees and a written response to the Superintendent/President's decision.

13.13.3 Within five (5) business days of receipt of the written response of the employee, the Superintendent/President may submit a written rebuttal for review by the Board. Within five (5) business days of receipt of the Superintendent/President's rebuttal, if any, the employee may submit a rebuttal for review by the Board.

13.13.4 The Board will review:

- (a) the Superintendent/President's written decision including the reasons for the decision,
- (b) the employee's written response to the Superintendent/President's decision,
- (c) the Superintendent/President's written rebuttal to the employee's response,
- (d) the employee's written rebuttal to the rebuttal of the Superintendent/President.

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

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

ARTICLE XIV
PROFESSIONAL GROWTH & DEVELOPMENT

14.1 Professional Development Leave: The District shall offer opportunities for professional growth for employees in the classified service in accordance with the staff development program currently in effect.

14.1.1 Classified staff members serving on the Classified Staff Development Committee shall be appointed by CSEA. The purpose of this committee is to review the needs of the total staff as regards individual staff development. The committee shall develop recommendations related to a staff development program for Delta College and advise the College President on any specially funded staff development projects.

14.1.2 All classified personnel shall be eligible to apply for and participate in approved staff development opportunities designed to improve performance of employees and to provide training for employees to gain new skills and abilities; to broaden their opportunity for promotion or absorption into other classifications; to engage in study and related activities designed to retain and extend the high standards of the employee and the College.

14.2 The District will, to the extent possible, assist employees in obtaining necessary training and education to enable them to perform their respective jobs in an effective and efficient manner. To that extent the District will provide the following:

14.2.1 District-paid enrollment fees at San Joaquin Delta Community College for classes taken by classified staff.

14.2.2 Financial assistance for enrollment fees or tuition, registration, books and other educational related expenses for approved job-related courses. Financial assistance will be provided within the limits of the appropriation for Staff Development.

14.3 Educational Incentive:

14.3.1 Effective Fall 2006, bargaining unit members who possess or thereafter obtain an Associate or Bachelors Degree shall receive an annual stipend in the amount of one hundred dollars (\$100.00) for an Associate degree and two hundred dollars (\$200.00) for a Bachelors degree provided that the degree is not a minimum requirement for the position and that the degree is from an accredited institution.

- 14.3.2 Documentation must consist of official transcripts mailed directly to the District's Office of Human Resources by the granting institution. Each employee is solely responsible for requesting and arranging for the payment of the official transcript.
- 14.3.3 Stipend adjustments will be made only once per year in the Fall Semester. Official transcripts verifying the granting of the degree must be on file with the Office of Human Resources by August 15 in order for a stipend to be effective that current September.

ARTICLE XV

RECLASSIFICATION, CLASSIFICATION, AND ABOLITION OF POSITIONS

15.1 Every Bargaining Unit position shall be placed in a class:

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

15.1.2 The CRC shall consist of three (3) administrators and three (3) classified staff members. Classified staff members serving on the CRC will be appointed by CSEA. All recommendations of the CRC, which are in the scope of bargaining as defined in legislation and this agreement, shall be negotiated.

15.2 Reclassification Process: CSEA or the District may propose a reclassification at any time during the life of this Agreement for any existing position. All requests for reclassification must be submitted to the CRC.

Requests for reclassification or new classifications may be submitted by management or the bargaining unit member. The request will be reviewed by subsequent levels of management and if approved, will be forwarded to the area Vice President for submission to the President's Cabinet. Upon approval, the request will be forwarded to Human Resources for analysis and recommendation.

Once in any twelve (12) month period, a bargaining unit member may submit a request for reclassification, including the possible establishment of a new classification, directly to HR for analysis and submission to the CRC.

The recommendations of the CRC will be forwarded to CSEA and the District for negotiations. The negotiated agreement will be forwarded to the Board of Trustees for approval.

15.3 A reclassification request may be submitted once within a twelve (12) month period unless there has been substantial change in the job duties and responsibilities since the last negotiations regarding the request.

15.4 Incumbent Rights: When an entire class of positions is reclassified, the incumbents in the positions shall be entitled to serve in the new positions in their status as of the reclassification, i.e., permanent or probationary.

- 15.5 Downward Adjustment: Except as negotiated, any downward adjustment of any position or class of positions shall not be considered a demotion.
- 15.6 Abolition of a Position or Class of Positions: If the District proposes to abolish a position or a class of positions for lack of work or lack of funds, the District shall notify CSEA in writing and the parties shall meet and negotiate all matters within the scope of representation.
- 15.7 The Classified Reclassification Request Form, including a description and flowchart of the Classified Reclassification process, is included as Appendix K.

ARTICLE XVI
TRANSFERS AND PROMOTIONS

16.1 Transfers: Classified employees are eligible to file a written transfer request for consideration for any vacancy which is within the employee's current classification. Lateral Transfer is the movement from one (1) department to another within the same classification.

16.1.1 Transfer requests are subject to the following conditions:

- 16.1.1.1 Requests for transfer must be submitted on a District Application Form and clearly marked on the first or cover page "Transfer Requested." The application may be accompanied by any additional information the employee desires to submit.
- 16.1.1.2 The filing of a request for transfer is without prejudice to the employee and shall not jeopardize the present assignment.
- 16.1.1.3 A request for transfer may be withdrawn by the employee in writing at any time prior to official notification of transfer approval.
- 16.1.1.4 Only transfer requests from employees meeting all position requirements will be considered for any vacancy. Employees occupying a permanent full-time or part-time position in any classification shall be deemed qualified, for purposes of transfer, for any other position in the same classification.
- 16.1.1.5 The transfer must be approved by the area Vice President upon recommendation of the immediate supervisor of the vacant position to which the employee is requesting transfer.
- 16.1.1.6 A decision will be made on all transfer requests prior to consideration of outside applicants for the position. All internal candidates applying on a transfer basis will be considered and interviewed. If not selected for the position, the employee may request feedback and the hiring manager will provide constructive feedback, including the basis for non-selection.

16.1.1.7 Nothing in this Section shall be construed as intending to prevent or discourage any employee from applying or being considered through the regular selection process for any advertised vacancy.

16.1.2 Release Dates: Typically, upon Board approval of a position, an employee will provide two (2) weeks notice to their manager prior to beginning a new position for which they are either transferring or promoting. The effective date of a transfer may be extended up to thirty (30) calendar days beyond the Board approval date with the concurrence of the acquiring and releasing manager, and the classified employee.

16.1.3 Probationary employees are ineligible to apply for transfers in their classification. Any employee may apply for a promotion, defined as an increase in the rate of pay, at any time. Probationary employees have return rights only to classifications in which they have successfully passed a probation period. A classified employee's initial probationary period is eight (8) months in the position. Upon promotion, probationary periods are three (3) months in length.

16.1.4 The decision regarding the transfer of employees is solely the responsibility of the District, except as provided in this Article.

16.2 District Initiated Lateral Transfer / Involuntary Transfer:

16.2.1 The District may initiate an involuntary transfer. A District initiated lateral transfer shall be considered and based upon one or more of the following criteria:

- (a) Drop in enrollment;
- (b) Redistribution of categorical or project funds;
- (c) Welfare of students or other employees;
- (d) Instructional/staffing needs;
- (e) To conform to the requirements of the Americans with Disabilities Act (ADA);
- (f) A sufficient and documented personality conflict at the work site;
- (g) The need for a bargaining unit member with special skills specifically necessary to a particular work site.

16.2.2 Upon written request to the Human Resources Office, employees may also request a conference regarding the reasons for a District initiated lateral transfer. A CSEA representative may accompany the employee to the meeting. CSEA or the employee may request his/her current supervisor be present. CSEA or the employee may request the specific reasons for the transfer be set forth in writing. Such written response shall be provided within five (5) working days.

- 16.2.3 Any involuntary transfer within a single classification, within a department, shall be done on the basis of District seniority, with the most senior employee having the first option to accept or decline, and so on down the seniority list until the opening is filled. If none of the employees within the classification agrees to transfer, the employee with the least District seniority shall be assigned. A bargaining unit member shall not have his/her assigned hours reduced, or shift changed, as a result of the District initiated transfer, without mutual agreement and concurrence of the District, the bargaining unit member and CSEA.
- 16.2.4 Any employee transferred on an involuntary basis shall also be placed on a preferred transfer list to their original work site for a period not to exceed thirty-nine (39) months. Preferred transfer employees shall be considered for positions prior to lateral transfers not transferred involuntarily.
- 16.2.5 Any employee transferred on an involuntary basis shall receive mileage compensation for a period of forty-five (45) calendar days from the effective date of the transfer. The mileage will be based on the distance from the original work site to the new location, or the employee's home to the new work site, whichever is less.
- 16.2.6 In the event that circumstances require that a bargaining unit member be transferred on an involuntary basis, the bargaining unit member and CSEA shall be informed of the reason(s) in writing prior to such action and shall be given at least twenty (20) working days notice prior to the involuntary transfer effective date. These notice requirements may be waived with the concurrence of the employee and CSEA.
- 16.3 Medical Transfers: The District may give alternate work when available to an employee who has become medically unable to perform satisfactorily his/her regular job class duties. The alternate work may constitute a reduced work schedule, demotion, or lateral transfer to a related class, but action shall be taken only by mutual agreement with CSEA and concurrence of the employee. If the employee becomes medically able to perform satisfactorily his/her former duties, the employee shall have the right to return to his/her former position if available. If unavailable, the employee shall be offered an alternate assignment in the same classification when a position becomes available.
- 16.4 Promotions: Classified employees are encouraged to apply for any advertised vacancy for which they meet minimum qualifications. The District encourages upward mobility for its classified staff within the context of attempting to employ the best qualified individual for any position. When applicants are judged to have equal qualifications, the hiring manager will be encouraged to give preference to internal candidates. The filing of a request for promotion is without prejudice to the employee and shall not jeopardize the employee's present assignment. An

application for promotion may be withdrawn by the employee in writing at any time prior to official notification of promotion.

- 16.4.1 Salary Placement: When an employee is promoted, the employee shall be assigned to a step in the salary range of the new classification which represents an increase of at least five percent (5%) above the employee's current base (i.e., exclusive of longevity increases) salary before the promotion, except that the employee may be placed on the last step of the appropriate range if that is the maximum base salary allowable for that classification. Such placement may result in an increase of less than five percent (5%).
- 16.4.2 Probation: When an employee has permanent status and is promoted, the employee will be considered probationary in the new position for a period of three (3) months, during which time, the employee will retain permanent status in his/her previous permanent classification. A performance evaluation shall be completed by the employee's immediate supervisor prior to the end of this probationary period. If, during the probationary period, the District decides not to retain the employee in the new position, or the employee does not desire to remain in the new position, the employee shall be returned to a position in the employee's permanent classification.
- 16.4.3 Release Dates: Classified employees promoting to new positions will provide their manager two (2) weeks notice. Promotions held beyond two (2) weeks of the Board approval date may be extended up to thirty (30) calendar days with agreement of the acquiring and releasing manager. In such cases, the employee will receive the new rate of pay after two (2) weeks, and the releasing manager will pay for the change in salary during the interim period.
- 16.5 Temporary Appointments: The District agrees to encourage management to provide an opportunity for qualified bargaining unit members to work out of class in positions made vacant due to separations or leaves of absence of three (3) months or more.
- 16.6 Posting of new job vacancies shall be on the District website, with an electronic copy sent to all CSEA members. The vacancy notice shall remain posted for a period of no less than seven (7) calendar days during which time employees may apply for transfer or promotion. New postings will be posted each Friday; should Friday be a holiday, the posting will occur the next regularly scheduled work day.
- 16.7 Any employee on leave or layoff shall be mailed a copy of all notices of classified position vacancies after filing a written request with the Human Resources Office. The employee may request that notices be sent by first class mail or electronic mail.

16.8 Any employee on leave or layoff may authorize a job representative to file a transfer request or application on the employee's behalf.

ARTICLE XVII
DISPUTE SETTLEMENT

17.1 General:

17.1.1 As used in this Article, a day (unless denoted otherwise) is any day the College's administrative offices are open for business.

17.1.2 The number of days indicated at each step herein should be considered a maximum, and effort must be made to expedite the process. If the District fails to respond to the complaint or grievance in a timely manner at any step, the complainant or grievant may proceed to the next step. Complainant's or grievant's failure to appeal in writing the decision rendered at any step in the procedure within the specified time period will constitute acceptance of the decision rendered. Time limits may be extended by mutual written consent.

17.1.3 The grievant or complainant must be provided a reasonable opportunity to be personally present at each level of the dispute resolution procedure. The grievant or complainant may request a representative at any level in the dispute resolution procedure. Such representation normally shall be limited to two (2) persons. The presence of advisors may be requested at any stage of the procedure by either party.

17.1.4 Requests for necessary and relevant information may be made at any time. Necessary and relevant information requested shall be provided within a reasonable time, but new issues which constitute a separate dispute beyond those originally presented shall not be introduced at any succeeding level by either party.

17.1.5 An investigation or other handling or processing of any dispute shall be conducted so as to result in minimal interference with, or interruption of, the instructional program and related work.

17.2 Grievance:

17.2.1 Purpose and Scope:

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

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

17.2.2 Procedures:

- 17.2.2.1 First Step – An attempt shall be made to resolve any grievance in informal verbal discussion between the grievant and the employee’s immediate supervisor.
- 17.2.2.2 Second Step – If the grievance cannot be resolved informally, the grievant shall file the grievance in writing and, at a mutually agreeable time, discuss the matter with the supervisor and the appropriate manager. The written grievance shall state the nature of the grievance, and shall state the remedy requested. The filing of the formal, written grievance at the second step must be within twenty (20) business days from the date when the grievant knew, or reasonably should have known, of the occurrence of the event giving rise to the grievance. The manager shall make a decision on the grievance and communicate it in writing to the grievant within ten (10) business days after receipt of the grievance.
- 17.2.2.3 Third Step – If the grievance has not been satisfactorily resolved at the second step, a copy of the grievance shall be filed by the grievant with the Vice President of Human Resources and Employee Relations within ten (10) business days of the manager’s written decision at the second step. Within ten (10) business days after such written grievance is filed, the grievant and Vice President of Human Resources and Employee Relations shall meet to resolve the grievance. The Vice President of Human Resources and Employee Relations shall file an answer within ten (10) business days of the third step grievance meeting and communicate it in writing to the grievant and the supervisor.
- 17.2.2.4 Fourth Step – If the grievance has not been satisfactorily resolved at the third step, the grievant shall file a request with the Vice President of Human Resources and Employee Relations to proceed to the fourth step – a hearing before a Hearing Officer. This request shall be filed within ten (10) business days of the written decision of the Vice President of Human Resources and Employee Relations.
- 17.2.2.4.1 With the concurrence of the grievant, the Superintendent/President may either serve as the Hearing Officer or designate another person who need not be an employee of the District to serve.
- 17.2.2.4.2 If the grievant and the Superintendent/President are unable to agree on a Hearing Officer within the five (5) business day period from the third step appeal, then the grievant may request a Hearing Officer be chosen and employed for the purpose of conducting the hearing and

rendering a decision. The Hearing Officer shall be chosen from a list of seven (7) names requested jointly by the Superintendent/President and the grievant from the State Mediation and Conciliation Service or the Office of Administrative Hearings. The grievant shall strike from the list the name of one candidate; then the Superintendent/President shall strike the name of one candidate; the names will be stricken in this manner until the name of one candidate remains, who shall be the Hearing Officer. The strike out procedure shall be done within five (5) business days from the receipt of the list.

- 17.2.2.4.3 The Hearing Officer shall conduct a hearing as soon as possible. The Hearing Officer shall notify the Superintendent/President of his/her advisory decision within ten (10) business days of such hearing. No new evidence or facts may be presented for consideration after the hearing and the Hearing Officer's advisory decision has been rendered. If subsequent to the hearing, new facts or evidence comes to light which may significantly affect the outcome of the grievance, either the grievant or the District may petition the Board to order a new hearing.
- 17.2.2.4.4 Within ten (10) business days of the receipt of this written advisory decision, the Superintendent/President will render a written decision including the reasons for the decision.
- 17.2.2.4.5 In the event the grievance has not been satisfactorily resolved with the Superintendent/President, the grievant may file, within ten (10) business days of the written decision of the Superintendent/President, a request for review by the Board of Trustees and a written response to the Superintendent/President's decision.
- 17.2.2.4.6 Within five (5) business days of receipt of the written response of the grievant, the Superintendent/President may submit a written rebuttal for review by the Board. Within five (5) business days of receipt of the Superintendent/President's rebuttal, if any, the grievant may submit a rebuttal for review by the Board.
- 17.2.2.4.7 The Board will review:
- (a) the Hearing Officer's advisory decision,

- (b) the Superintendent/President's written decision including the reasons for the decision,
- (c) the grievant's written response to the Superintendent/President's decision,
- (d) the Superintendent/President's written rebuttal to the grievant's response,
- (e) the grievant's written rebuttal to the rebuttal of the Superintendent/President.

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

17.2.2.4.8 Conditions of Hearings

- 17.2.2.4.8.1 The Hearing Officer's decision shall be in writing and shall set forth findings of fact, reasoning and conclusions on the issues submitted unless agreed by the parties.
- 17.2.2.4.8.2 The Hearing Officer shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this agreement or which adds to, subtracts from, or modifies any of its terms.
- 17.2.2.4.8.3 The cost of any Hearing Officer, including the cost of any transcripts, will be mutually borne by both parties.

17.3 Discrimination Appeal:

17.3.1 There shall be a sincere effort on the part of involved parties to settle complaints promptly through the steps listed below. Charges of alleged unlawful discrimination shall be filed under this policy and procedure as soon as possible. Under no circumstances will a charge be accepted that was not filed within 120 calendar days of the alleged unlawful discrimination.

17.3.2 Representation: The complainant shall be entitled to representation of his

or her choice at all complaint meetings. The complainant shall notify the Vice President of Human Resources and Employee Relations in writing of the name and title of the representative at least two (2) hours prior to the meeting.

17.3.3 Procedures:

17.3.3.1 First Step – The Vice President of Human Resources and Employee Relations shall attempt to resolve any complaints of alleged unlawful discrimination.

17.3.3.2 Second Step – If the complaint is not resolved in Step 1, within 120 calendar days from the date of the alleged unlawful discrimination, the complaint will be put in writing (using the attached form in Appendix I by the complainant, fully stating the facts surrounding the complaint. (Title V, §59328). The indicated form must be filled out completely, signed, dated, and submitted to the Vice President of Human Resources and Employee Relations. It shall be the responsibility of the Vice President of Human Resources and Employee Relations to submit the form to the Chancellor's Office immediately. The Vice President of Human Resources and Employee Relations will call all parties together to hear both sides of the issue, clarify questions and attempt to resolve the issue. The Vice President of Human Resources and Employee Relations shall make a decision on the complaint and communicate it in writing to the complainant within fifteen (15) business days after receipt of the written complaint.

17.3.3.3 Third Step – In the event the complaint has not been satisfactorily resolved, the complainant shall file, within five (5) business days of receipt of the written decision of the Vice President of Human Resources and Employee Relations, a request to proceed to the third step – a hearing before a Hearing Officer. The Superintendent/President may either serve as the Hearing Officer or designate another person who need not be an employee of the District to serve.

The Hearing Officer shall conduct a hearing within ten (10) business days of the receipt of the written appeal of the third step decision and forward the employee's advisory decision to the Superintendent/President. Within five (5) business days of the hearing, the Superintendent/President will render a final written decision setting forth the reasons for such decision.

17.3.3.4 Fourth Step – In the event that the appeal has not been satisfactorily resolved at the third step, the employee may file, within five (5) business days of the written decision of the Superintendent/President, a request with the Superintendent/President to proceed to the fourth step, a review by the Board of Trustees. The Board of Trustees will not

rehear the complaint but will base its decision on a review of the written evidence. The Board may accept, reject, or modify the Superintendent/President's decision as the Board deems appropriate. Final decision will be communicated to the complainant on the prescribed form provided by the Chancellor of the California Community Colleges within ten (10) business days.

Upon receipt of the Board's final decision, if the complainant is not satisfied with the resolution, the employee may submit written objections to the resolution to the Chancellor of the California Community Colleges. Such objections must be submitted within thirty (30) calendar days. (Title V, §59328) If the Chancellor finds "probable cause" to support a finding of unlawful discrimination, an Administrative Hearing will be held.

17.3.4 Final Disposition of Discrimination Charge: Upon sending the notice pursuant to Title V, §59338 and within ninety (90) days of initiating the investigation required by Title V, §59334, the District will forward the following to the Chancellor:

- 17.3.4.1 The original complaint;
- 17.3.4.2 Report of the nature and extent of the investigation conducted by the District;
- 17.3.4.3 Report of any action taken to resolve the complaint;
- 17.3.4.4 Evidence that the District has complied with the requirements of Title V, §59338;
- 17.3.4.5 Such other information as the Chancellor may require, (per Title V, §59340)

17.3.5 Effect of Settlement: Any settlement of this discrimination complaint policy and procedure shall be applicable to this complaint procedure only, and shall not be binding authority for the disposition of any matter. Resolution of complaints at any step in the procedure must be signed by the complainant, appropriate District official and Superintendent/President to be considered resolved.

17.3.6 Non-Retaliation Policy: The San Joaquin Delta Community College Board of Trustees commits the District to ensure that students, applicants, and employees are not adversely affected for having brought forward a charge of discrimination, testified, assisted, or participated in any manner in an investigation proceeding or hearing relative to unlawful discrimination complaints. Violation of this policy by an employee are causes for disciplinary action, up to and including termination.

17.3.7 A log showing all complaints and their resolution will be maintained by the college district for a three (3) year period. Forms for filing a discrimination complaint will also be maintained by the college district, and must be made available to persons who feel they have been discriminated against unlawfully. It is the responsibility of the Vice President of Human Resources and Employee Relations to maintain the discrimination complaint log as well as all copies of complaints and resolutions.

ARTICLE XVIII

SAFETY

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

ARTICLE XIX
SEVERABILITY

- 19.1 Savings Clause: If, during the life of this Agreement, there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of this agreement, such provision shall be deemed void and immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this agreement shall not invalidate any remaining portions, which shall continue in full force and effect.
- 19.2 Replacement for Severed Provision: In the event of suspension or invalidation of any Article or Section of this Agreement, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XX NEGOTIATIONS

- 20.1 Notification and Public Notice: If either party desires to alter or amend this Agreement, it shall, prior to the termination date set forth under Article XXVIII, Duration, provide written notice and a proposal to the other party of said desire and the nature of the amendments and cause the public notice provisions of law to be fulfilled.
- 20.2 Commencement of Negotiations: After satisfaction of the public notice requirement, and not later than forty-five (45) days following submission of the proposal, negotiations shall commence at a mutually acceptable time and place for the purpose of considering changes in this Agreement.
- 20.3 Release Time for Negotiations: CSEA shall have the right to designate six (6) employees, who shall be given reasonable release time to participate in negotiations.
- 20.4 Ratification of Additions or Changes: Any additions or changes in this Agreement shall not be effective unless reduced in writing and properly ratified and signed by both parties.
- 20.5 Agreement of Parties: Nothing contained herein shall be interpreted as precluding the Right of CSEA or of the District to mutually agree to negotiate on matters which develop after entering into this Agreement and which have not been heretofore agreed upon by the parties and which represent conditions not covered by this Agreement.

**ARTICLE XXI
MANAGEMENT RIGHTS**

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

21.3.12 The right to take whatever action may be necessary or appropriate to carry out the mission of the College.

21.3.13 The right to classify and/or reclassify as provided in Section 15.2 of this agreement.

21.4 It is not the intention of the parties, in setting forth the above mentioned rights of management, to detract or diminish in any way the rights of CSEA or of the bargaining unit members as expressly set forth elsewhere in this Agreement. It is the parties' intention that the clear and explicit provisions of the other Articles of this Agreement constitute the only contractual limitation upon the District's rights.

**ARTICLE XXII
SALARIES**

- 22.1 Salary Schedule: The 2007-08 salary schedule is contained in Appendix C of this Agreement.
- 22.2 Salary Adjustment:
- 22.2.1 For 2007-08 the Salary Schedule for 2006-07 shall be increased by 2.5%, and shall be retroactive to July 1, 2007.
- 22.2.2 For 2008-09 the Salary Schedule for 2007-08 shall be increased by the amount percent of the State Apportionment Review COLA for community colleges in the 2007-08 budget.
- 22.2.3 For 2009-10 the Salary Schedule for 2008-09 shall be increased by the amount percent of the State Apportionment Review COLA for community colleges in the 2007-08 budget.
- 22.2.4 Should the Community College Initiative proposed for the February 2008 ballot initiative be successfully passed by the public, the District and CSEA agree to reopen negotiations for 2009-10 only within 30 days of the February 2008 election results.
- 22.3 Longevity Increments:
- 22.3.1 Effective July 1 of the ninth (9th) year of consecutive service, a longevity increase of two and one-half (2 ½%) will be added to the employee's base salary.
- 22.3.2 Effective July 1 of the thirteenth (13th) year of consecutive service, a longevity increase of five percent (5%) will be added to the employee's base salary.
- 22.3.2 Effective July 1 of the seventeenth (17th) year of consecutive service, a longevity increase of seven and one-half percent (7 ½%) will be added to the employee's base salary.
- 22.3.4 Effective July of the twenty-first (21st) year of consecutive service, a longevity increase of ten percent (10%) will be added to the employee's base salary.
- 22.3.5 Commencing July 1, 2005, effective July of the twenty-fifth (25th) year of consecutive service, a longevity increase of twelve and one-half percent (12.5%) will be added to the employee's base salary.

22.4 Compensation Review:

Compensation levels shall be evaluated jointly by the District and CSEA one time during the term of the Agreement. The evaluation will be conducted beginning in July of the year immediately prior to the expiration year of the Agreement.

Current salary schedules shall be obtained directly from each of the below listed districts and shall be cross-referenced with other information deemed relevant by the District and CSEA. The parties shall jointly work with the goal of moving the unit toward the agreed upon median. This is not a salary re-opener.

The agreed upon comparison districts are:

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

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

ARTICLE XXIII

LAYOFFS

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

23.3.1 For employees hired prior to July 1, 1971, seniority will be computed on date of hire. Length of service (seniority) after June 30, 1971, will be computed on the basis of hours in paid status, whether during the school year, a holiday, recess, or during any period that school is in session or closed, but does not include hours compensated on an overtime basis.

23.3.2 "Hours in paid status" shall not be interpreted to mean any service performed prior to entering into a probationary or permanent status in the classified service.

23.3.3 Any hours worked in an out-of-class assignment shall be computed as hours in paid status in the employee's permanent position.

23.3.4 Less than twelve (12) month employees:

23.3.4.1 Any hours taken as vacation time by less than twelve (12) month employees, including periods of time outside their regular work schedule (i.e., summer) shall be computed as hours in paid status.

23.3.4.2.1 Hours worked in other than the employee's permanent classification during any off-contract period (i.e., summer) shall not be considered a part of the employee's seniority or benefits for that time period.

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

23.4 Displacement Privileges: All displacement (bumping) actions shall be carried out as follows:

23.4.1 A regular employee subject to layoff may displace the least senior employee in the same job classification.

23.4.2 A regular employee who is laid off from a classification and who has previously held a regular position in another equal or lower classification may displace an employee with the least seniority in that class. For purposes of this section, seniority shall include the total of the previous regular service in the equal or lower classification, plus service in the class in which the layoff occurs and in higher classes.

23.5 Voluntary Demotion in Lieu of Layoff: All displacement (bumping) actions shall be carried out as follows: Regular employees notified of layoff for lack of work or funds may request a voluntary demotion to a vacant position in a lower classification provided that the employee is qualified to perform the duties thereof and provided further that the immediate supervisor involved and the Vice President of Human Resources and Employee Relations approve the voluntary demotion.

- 23.6 Voluntary Reduction in hours in Lieu of Layoff: Regular employees may take voluntary reduction in assigned time in lieu of layoff to remain in their present positions rather than be reclassified or reassigned. Such employees shall be granted the same rights as persons laid off and shall be, at the option of the employee, returned to a position with increased assigned time as vacancies become available, in accordance with Education Code §88117.
- 23.7 Retirement in Lieu of Layoff: Regular employees who have been employed at least five (5) years under the Public Employees Retirement System and are fifty (50) years of age or older may elect to accept a service retirement in lieu of layoff, voluntary demotion, or reduction in assigned time. Such employees shall, prior to the effective date of the proposed layoff, complete and submit a form to PERS provided by the Office of Human Resources for this purpose. The employee shall then be placed on the thirty-nine (39) month reemployment list in accordance with this regulation.
- 23.7.1 The District agrees that when an offer of employment is made to an eligible person retired under this regulation, and the District received within ten (10) business days a written acceptance of the offer, the retired person shall be allowed sufficient time to terminate the employee's retired status with PERS.
- 23.8 Notice of Layoff: Regular employees will be given notice of layoff not less than forty-five (45) calendar days prior to the effective date of layoff and be informed of their displacement privileges, if any, and reemployment rights. Notification of layoff shall be delivered by personal service or certified mail (return receipt requested).
- 23.9 Reemployment Rights:
- 23.9.1 All classified employees currently on layoff, working a reduced hour position, or any employees who accepted demotion in lieu of layoff, as a result of District action are, eligible for reemployment for a period of thirty-nine (39) months from the date of layoff, or a period of sixty-three (63) months from the date of demotion or reduction in lieu of layoff. Such employees shall be given absolute first priority and shall be reemployed in preference to new applicants for any open position in the classification which the employee held immediately prior to the layoff, reduction in hours, or demotion (provided that the employee continues to satisfy the then existing minimum qualifications for said position). Such employees will be notified when employment or job openings exist within the District. Such notice shall be sent to the last address given to the District by the employee by either certified mail or regular first-class mail. The employee shall specify in writing, the preferred method of mail delivery.
- 23.9.2 Laid off persons shall be reemployed in the reverse order of layoff in the highest rated job classification available in accordance with the class seniority.

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

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

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

ARTICLE XXIV
CONCERTED ACTIVITIES

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

ARTICLE XXV
DISCIPLINE

25.1 Definition of Discipline:

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

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

25.2 Application: The provisions of Article XXV shall apply only to permanent bargaining unit members who have successfully completed their probationary period of employment. Probationary employees are excluded from the provisions of this Article.

25.3 Just Cause: Discipline shall be imposed on permanent employees of the bargaining unit only for just cause. Just cause is defined as misconduct or performance related behavior, or other areas defined in Education Code §87732.

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

25.4 Progressive Discipline: Each of the following steps of progressive discipline shall be followed by the District except when the Vice President of Human Resources and Employee Relations or designee determines that the misconduct justifies the skipping of steps of progressive discipline:

25.4.1 Step 1: Informal Counseling:

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

25.4.2 Step 2: Letter of Warning:

A Letter of Warning shall identify:

- (1) the incident or violation or the specific areas of deficiency
- (2) prior informal counseling related to the behavior or performance deficiency

- (3) the required standard of performance
- (4) a definition of the supervisor's expectations of performance or behavior needed to correct the behavior or deficiency
- (5) the consequences of not correcting the behavior to acceptable levels. (6) Each Letter of Warning shall contain a Performance Improvement Plan (PIP). (Appendix F)

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

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

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

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

25.4.3 Step 3: Letter of Reprimand:

A Letter of Reprimand shall identify:

- (1) the incident or violation or the specific areas of deficiency
- (2) prior informal counseling, PIP, and Letter(s) of Warning related to the behavior or performance deficiency
- (3) the required standard of performance
- (4) a definition of the supervisor's expectations of performance or behavior needed to correct the behavior or deficiency
- (5) the consequences of not correcting the behavior to acceptable levels
- (6) a date by which any expected corrections should occur and define the measures of support and/or training that the District will provide in an effort to assist the employee.

25.4.3.1 The letter of Reprimand will be placed in employee's permanent personnel file. The bargaining unit member shall have the right to submit a written statement or rebuttal within ten (10) business days. This statement or rebuttal will be permanently attached to the Letter of Reprimand.

25.4.4 Step 4: Suspension, demotion, reduction in pay and Final Letter of Warning:

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

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

25.6 Procedure for Imposing Minor and Substantial Discipline:

25.6.1 Minor Discipline:

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

25.6.2 Skelly Hearing For Discipline at or above Step 4:

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

Prior to the effective date of the disciplinary action, the employee may request and, if so, shall be granted a pre-disciplinary Skelly to discuss the proposed disciplinary action. The pre-disciplinary Skelly hearing shall be conducted by the Vice President of Human Resources and Employee Relations or designee. The

employee may be represented by anyone of the employee's choice. The purpose of this meeting is not to gather evidence for future meetings within the grievance procedure and, therefore, no record will be made. The Vice President of Human Resources and Employee Relations or designee shall issue the Notice of Discipline conveying his/her decision in writing to the employee within five (5) business days of the Skelly hearing.

- 25.6.3 Appeal of Minor and Substantial Discipline: Failing reconciliation and at the option of the employee, the employee may appeal the decision of the Vice President of Human Resources and Employee Relations or designee to the formal grievance procedure beginning at the arbitration level, Step 4, of the grievance procedure. (Article XVII, section 17.2.2.4)

ARTICLE XXVI
CONTRACTING OUT BARGAINING UNIT WORK

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


ARTICLE XXVII

DURATION

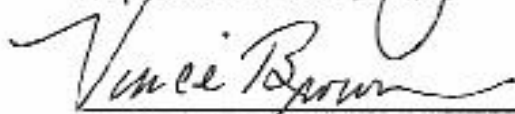
27.1 Length of Agreement: This Agreement shall become effective on July 1, 2007, and shall continue in effect to and including June 30, 2010, unless amended in writing by mutual agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures effective the date first above written:

FOR THE DISTRICT

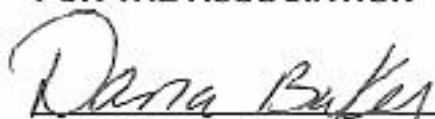


Dr. Raul Rodriguez
Superintendent/President

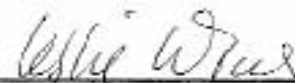


Vince Brown
Chief Negotiator

FOR THE ASSOCIATION



Dana Baker
CSEA President



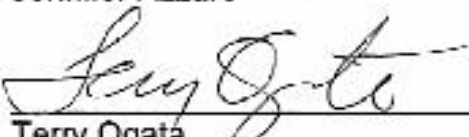
Leslie Wang
Chief Negotiator



Patrick Putman



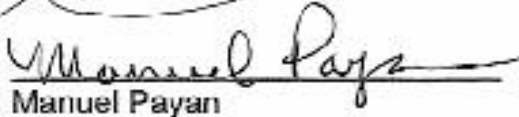
Jennifer Azzaro



Terry Ogata



Jeff Kay



Manuel Payan



Maria Elena Serna
President, Board of Trustees



Janet Jones Sterling
Labor Relations Representative, CSEA

APPENDIX A
CLASSIFICATIONS & RANGES

Classification	Range
Academic Advisor	34
Accountant I	36
Accountant II	40
Accounting Assistant I	22
Accounting Assistant II	26
Accounting Assistant III	30
Accounting Technician	34
Adaptive Technology & Access Coordinator	48
Admissions & Records Assistant	23
Agriculture Technician	33
Art Gallery Technician	32
Athletic Equipment Technician	26
Athletic Field Attendant	25
Athletic Trainer	38
Athletics Coordinator	34
Audio Technician	31
Bookstore Assistant	22
Bookstore Buyer I	22
Bookstore Buyer II	26
Bookstore Buyer III	30
Box Office Cashier	18
Box Office Coordinator	20
Box Office Coordinator (Grandfathered)	23
Budget Analyst	44
Bus Operator/Mechanic	33
Buyer	32
Carpenter	43
Carpet Maintenance Worker	25
CART Provider	54
Certified CART Provider	56
Certified Interpreter	54
Communications Clerk	24
Community Education Coordinator	40
Computer Operator	31
Computer Support Technician	33
Costume Designer Assistant	32
Custodian	23
Drama Assistant	32
Electrician	43
Electrician (Grandfathered)	48
Electron Microscopy Technician	36
Enrollment Management Specialist	46
Environmental Health & Safety Specialist	44

Facilities Coordinator	26
Financial Aid Outreach Coordinator	44
Financial Aid Outreach Support Specialist	34
Financial Aid Specialist	30
Food Service Assistant I	10
Food Service Assistant I (Grandfathered)	15
Food Service Assistant II	14
Food Service Assistant II (Grandfathered)	18
Food Service Assistant III	18
Food Service Assistant III (Grandfathered)	25
GED Program Coordinator	38
General Services Worker	25
Graphic Artist	30
Grounds Equipment Operator	25
Grounds Equipment Operator (Grandfathered)	26
Grounds Equipment Operator/Mechanic	29
Grounds Lead	31
Groundskeeper	23
Groundskeeper/Chemical Applicator	25
HVAC Technician	40
Independent Living Programs Coordinator	46
Instructional Support Assistant I	22
Instructional Support Assistant II	26
Instructional Support Assistant III	30
Interpretation Services Coordinator	54
Interpreter	52
Intranet Analyst	56
Learning Advisor I	17
Learning Advisor II	23
Library Technician	31
Livescan Technician	24
Locksmith-Carpenter	43
Maintenance Technician	40
Maintenance Worker	33
Maintenance Worker/Carpenter	35
Maintenance Worker/Painter	35
Matriculation Support Specialist	34
Public Information Media Coordinator	39
Network Administrator	54
Office Assistant	20
Online Instructional Support Coordinator	46
Outreach Support Specialist	36
P.E./Athletics Assistant	18
P.E./Athletics Assistant (Grandfathered)	23
Payroll Assistant	27
Piano Accompanist	36
Planetarium Technician	36
Plumber	43
Professional Development Center Coordinator	56
Programmer Analyst I	44

Programmer Analyst II	48
Programmer Analyst III	52
Records Evaluator	30
Reprographics Technician I	20
Reprographics Technician II	24
Reprographics Technician III	30
Research Analyst	46
Resident Stage Coordinator	35
Resource Specialist	45
SBDC Advisor	40
SBDC Specialist	29
Scheduling Assistant	26
Science Laboratory Technician	31
Secretary I	28
Secretary II	32
Senior Accountant	46
Senior Admissions & Records Assistant	27
Senior Analyst	56
Senior Buyer	36
Senior Computer Operator	35
Senior Computer Support Technician	37
Senior Custodian	27
Senior Custodian (Grandfathered)	28
Senior Financial Aid Specialist	32
Senior Groundskeeper	27
Senior HVAC Tech/Plant Operator	48
Senior Learning Advisor	27
Senior Office Assistant	24
Senior Office Assistant (Grandfathered)	24
Senior Science Lab Technician	35
Shipping & Receiving Clerk I	24
Shipping & Receiving Clerk II	26
Staff Assistant	36
Student Programs Assistant	29
Student Programs Specialist	33
Theatre Scheduling Assistant	26
User Support Technician	33
Web Services Coordinator	44

Classified Permanent Intermittent Classifications & Ranges

Classification	Range
Admissions & Records Assistant (Intermittent)	23
Bookstore Helper II (Intermittent)	6
Bookstore Helper I (Intermittent)	2
Bookstore Salesperson II (Intermittent)	14
Bookstore Salesperson I (Intermittent)	10
CART Provider (Intermittent)	54
Cashier (Intermittent)	1
Certified CART Provider (Intermittent)	56
Certified Interpreter (Intermittent)	54
Costume Design Assistant (Intermittent)	32
Horticulture Lab Technician (Intermittent)	27
House Manager (Intermittent)	10
Interpreter (Intermittent)	52
Planetarium Technician (Intermittent)	36
Production Assistant (Intermittent)	14
Senior Officer Assistant (Intermittent)	24
Stagehand II (Intermittent)	6
Stagehand I (Intermittent)	1
Usher (Intermittent)	1

**APPENDIX B
CSEA DUES SCHEDULE**

As approved by Conference Delegates, 2003

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

The per capita dues of the State Association shall be assessed at the rate of 1.5% of the first \$2,450 of monthly gross salary (exclusive of overtime but including longevity, professional growth and anniversary increments), but shall not exceed a maximum assessment of \$367.50 annually, in accordance with procedures as set forth below. (Local chapters may assess additional local dues.) The chart below shows the maximum amounts per month and per year based on the member or fair share payer's actual salary per month.

	<u>2007-2008</u>
Monthly Salary Cap	\$2,450
Monthly Dues Maximum	\$36.75
Annual Dues Maximum (12Months)	\$367.50

**APPENDIX C
SALARY SCHEDULE**

San Joaquin Delta College 2007-08 CLASSIFIED MONTHLY SALARY SCHEDULE					
Range	A	B	C	D	E
1	\$1,523	\$1,599	\$1,679	\$1,763	\$1,851
2	\$1,561	\$1,639	\$1,721	\$1,807	\$1,898
3	\$1,600	\$1,680	\$1,764	\$1,853	\$1,945
4	\$1,640	\$1,722	\$1,808	\$1,899	\$1,994
5	\$1,681	\$1,765	\$1,854	\$1,946	\$2,044
6	\$1,723	\$1,809	\$1,900	\$1,995	\$2,095
7	\$1,766	\$1,855	\$1,947	\$2,045	\$2,147
8	\$1,811	\$1,901	\$1,996	\$2,096	\$2,201
9	\$1,856	\$1,949	\$2,046	\$2,148	\$2,256
10	\$1,902	\$1,997	\$2,097	\$2,202	\$2,312
11	\$1,950	\$2,047	\$2,150	\$2,257	\$2,370
12	\$1,999	\$2,098	\$2,203	\$2,314	\$2,429
13	\$2,048	\$2,151	\$2,258	\$2,371	\$2,490
14	\$2,100	\$2,205	\$2,315	\$2,431	\$2,552
15	\$2,152	\$2,260	\$2,373	\$2,491	\$2,616
16	\$2,206	\$2,316	\$2,432	\$2,554	\$2,681
17	\$2,261	\$2,374	\$2,493	\$2,618	\$2,748
18	\$2,318	\$2,434	\$2,555	\$2,683	\$2,817
19	\$2,376	\$2,494	\$2,619	\$2,750	\$2,888
20	\$2,435	\$2,557	\$2,685	\$2,819	\$2,960
21	\$2,496	\$2,621	\$2,752	\$2,889	\$3,034
22	\$2,558	\$2,686	\$2,820	\$2,962	\$3,110
23	\$2,622	\$2,753	\$2,891	\$3,036	\$3,187
24	\$2,688	\$2,822	\$2,963	\$3,111	\$3,267
25	\$2,755	\$2,893	\$3,037	\$3,189	\$3,349
26	\$2,824	\$2,965	\$3,113	\$3,269	\$3,432
27	\$2,894	\$3,039	\$3,191	\$3,351	\$3,518
28	\$2,967	\$3,115	\$3,271	\$3,434	\$3,606
29	\$3,041	\$3,193	\$3,353	\$3,520	\$3,696
30	\$3,117	\$3,273	\$3,436	\$3,608	\$3,789
31	\$3,195	\$3,355	\$3,522	\$3,699	\$3,883
32	\$3,275	\$3,439	\$3,610	\$3,791	\$3,981
33	\$3,357	\$3,524	\$3,701	\$3,886	\$4,080
34	\$3,441	\$3,613	\$3,793	\$3,983	\$4,182
35	\$3,527	\$3,703	\$3,888	\$4,082	\$4,287
36	\$3,615	\$3,795	\$3,985	\$4,185	\$4,394
37	\$3,705	\$3,890	\$4,085	\$4,289	\$4,504
38	\$3,798	\$3,988	\$4,187	\$4,396	\$4,616

39	\$3,893	\$4,087	\$4,292	\$4,506	\$4,732
40	\$3,990	\$4,190	\$4,399	\$4,619	\$4,850
41	\$4,090	\$4,294	\$4,509	\$4,734	\$4,971
42	\$4,192	\$4,402	\$4,622	\$4,853	\$5,095
43	\$4,297	\$4,512	\$4,737	\$4,974	\$5,223
44	\$4,404	\$4,624	\$4,856	\$5,098	\$5,353
45	\$4,514	\$4,740	\$4,977	\$5,226	\$5,487
46	\$4,627	\$4,859	\$5,101	\$5,357	\$5,624
47	\$4,743	\$4,980	\$5,229	\$5,490	\$5,765
48	\$4,861	\$5,105	\$5,360	\$5,628	\$5,909
49	\$4,983	\$5,232	\$5,494	\$5,768	\$6,057
50	\$5,108	\$5,363	\$5,631	\$5,913	\$6,208
51	\$5,235	\$5,497	\$5,772	\$6,060	\$6,363
52	\$5,366	\$5,634	\$5,916	\$6,212	\$6,523
53	\$5,500	\$5,775	\$6,064	\$6,367	\$6,686
54	\$5,638	\$5,920	\$6,216	\$6,526	\$6,853
55	\$5,779	\$6,068	\$6,371	\$6,690	\$7,024
56	\$5,923	\$6,219	\$6,530	\$6,857	\$7,200
57	\$6,071	\$6,375	\$6,694	\$7,028	\$7,380
58	\$6,223	\$6,534	\$6,861	\$7,204	\$7,564
59	\$6,379	\$6,698	\$7,032	\$7,384	\$7,753
60	\$6,538	\$6,865	\$7,208	\$7,569	\$7,947

Effective July 1 of the ninth (9th) year of consecutive service, a longevity increase of two and one-half (2-1/2) percent will be added to the employee's base salary.

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

Effective July 1 of the seventeenth (17th) year of consecutive service, a longevity increase of seven and one-half (7-1/2) percent will be added to the employee's base salary.

Effective July 1 of the twenty-first (21st) year of consecutive service, a longevity increase of ten (10) percent will be added to the employee's base salary.

Effective July 1 of the twenty-fifth (25th) year of consecutive service, a longevity increase of twelve and one-half (12.5) percent will be added to the employee's base salary.

**San Joaquin
Delta College
2007-08
CLASSIFIED
DAILY
SALARY
SCHEDULE**
(subject to
payroll system
rounding)

Range	A	B	C	D	E
1	\$70.03	\$73.53	\$77.21	\$81.07	\$85.12
2	\$71.78	\$75.37	\$79.14	\$83.10	\$87.25
3	\$73.58	\$77.25	\$81.12	\$85.17	\$89.43
4	\$75.41	\$79.19	\$83.14	\$87.30	\$91.67
5	\$77.30	\$81.16	\$85.22	\$89.48	\$93.96
6	\$79.23	\$83.19	\$87.35	\$91.72	\$96.31
7	\$81.21	\$85.27	\$89.54	\$94.01	\$98.72
8	\$83.24	\$87.41	\$91.78	\$96.36	\$101.18
9	\$85.32	\$89.59	\$94.07	\$98.77	\$103.71
10	\$87.46	\$91.83	\$96.42	\$101.24	\$106.31
11	\$89.64	\$94.13	\$98.83	\$103.77	\$108.96
12	\$91.89	\$96.48	\$101.30	\$106.37	\$111.69
13	\$94.18	\$98.89	\$103.84	\$109.03	\$114.48
14	\$96.54	\$101.36	\$106.43	\$111.75	\$117.34
15	\$98.95	\$103.90	\$109.09	\$114.55	\$120.27
16	\$101.42	\$106.50	\$111.82	\$117.41	\$123.28
17	\$103.96	\$109.16	\$114.62	\$120.35	\$126.36
18	\$106.56	\$111.89	\$117.48	\$123.36	\$129.52
19	\$109.22	\$114.68	\$120.42	\$126.44	\$132.76
20	\$111.95	\$117.55	\$123.43	\$129.60	\$136.08
21	\$114.75	\$120.49	\$126.51	\$132.84	\$139.48
22	\$117.62	\$123.50	\$129.68	\$136.16	\$142.97
23	\$120.56	\$126.59	\$132.92	\$139.56	\$146.54
24	\$123.58	\$129.75	\$136.24	\$143.05	\$150.21
25	\$126.66	\$133.00	\$139.65	\$146.63	\$153.96
26	\$129.83	\$136.32	\$143.14	\$150.30	\$157.81
27	\$133.08	\$139.73	\$146.72	\$154.05	\$161.76
28	\$136.40	\$143.22	\$150.39	\$157.90	\$165.80
29	\$139.81	\$146.81	\$154.15	\$161.85	\$169.95
30	\$143.31	\$150.48	\$158.00	\$165.90	\$174.19
31	\$146.89	\$154.24	\$161.95	\$170.05	\$178.55
32	\$150.56	\$158.09	\$166.00	\$174.30	\$183.01
33	\$154.33	\$162.05	\$170.15	\$178.65	\$187.59
34	\$158.19	\$166.10	\$174.40	\$183.12	\$192.28
35	\$162.14	\$170.25	\$178.76	\$187.70	\$197.08
36	\$166.20	\$174.51	\$183.23	\$192.39	\$202.01
37	\$170.35	\$178.87	\$187.81	\$197.20	\$207.06
38	\$174.61	\$183.34	\$192.51	\$202.13	\$212.24
39	\$178.97	\$187.92	\$197.32	\$207.18	\$217.54

40	\$183.45	\$192.62	\$202.25	\$212.36	\$222.98
41	\$188.03	\$197.44	\$207.31	\$217.67	\$228.56
42	\$192.74	\$202.37	\$212.49	\$223.12	\$234.27
43	\$197.55	\$207.43	\$217.80	\$228.69	\$240.13
44	\$202.49	\$212.62	\$223.25	\$234.41	\$246.13
45	\$207.56	\$217.93	\$228.83	\$240.27	\$252.28
46	\$212.74	\$223.38	\$234.55	\$246.28	\$258.59
47	\$218.06	\$228.97	\$240.41	\$252.43	\$265.06
48	\$223.51	\$234.69	\$246.42	\$258.75	\$271.68
49	\$229.10	\$240.56	\$252.58	\$265.21	\$278.47
50	\$234.83	\$246.57	\$258.90	\$271.84	\$285.44
51	\$240.70	\$252.74	\$265.37	\$278.64	\$292.57
52	\$246.72	\$259.05	\$272.01	\$285.61	\$299.89
53	\$252.89	\$265.53	\$278.81	\$292.75	\$307.38
54	\$259.21	\$272.17	\$285.78	\$300.07	\$315.07
55	\$265.69	\$278.97	\$292.92	\$307.57	\$322.95
56	\$272.33	\$285.95	\$300.24	\$315.26	\$331.02
57	\$279.14	\$293.10	\$307.75	\$323.14	\$339.29
58	\$286.12	\$300.42	\$315.44	\$331.22	\$347.78
59	\$293.27	\$307.93	\$323.33	\$339.50	\$356.47
60	\$300.60	\$315.63	\$331.41	\$347.98	\$365.38

Effective July 1 of the ninth (9th) year of consecutive service, a longevity increase of two and one-half (2-1/2) percent will be added to the employee's base salary.

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Effective July 1 of the seventeenth (17th) year of consecutive service, a longevity increase of seven and one-half (7-1/2) percent will be added to the employee's base salary.

Effective July 1 of the twenty-first (21st) year of consecutive service, a longevity increase of ten (10) percent will be added to the employee's base salary.

Effective July 1 of the twenty-fifth (25th) year of consecutive service, a longevity increase of twelve and one-half (12.5) percent will be added to the employee's base salary.

**San Joaquin
Delta College
2007-08
CLASSIFIED
HOURLY
SALARY
SCHEDULE**
(subject to
payroll system
rounding)

Range	A	B	C	D	E
1	\$8.75	\$9.19	\$9.65	\$10.13	\$10.64
2	\$8.97	\$9.42	\$9.89	\$10.39	\$10.91
3	\$9.20	\$9.66	\$10.14	\$10.65	\$11.18
4	\$9.43	\$9.90	\$10.39	\$10.91	\$11.46
5	\$9.66	\$10.15	\$10.65	\$11.19	\$11.74
6	\$9.90	\$10.40	\$10.92	\$11.47	\$12.04
7	\$10.15	\$10.66	\$11.19	\$11.75	\$12.34
8	\$10.41	\$10.93	\$11.47	\$12.05	\$12.65
9	\$10.67	\$11.20	\$11.76	\$12.35	\$12.96
10	\$10.93	\$11.48	\$12.05	\$12.66	\$13.29
11	\$11.21	\$11.77	\$12.35	\$12.97	\$13.62
12	\$11.49	\$12.06	\$12.66	\$13.30	\$13.96
13	\$11.77	\$12.36	\$12.98	\$13.63	\$14.31
14	\$12.07	\$12.67	\$13.30	\$13.97	\$14.67
15	\$12.37	\$12.99	\$13.64	\$14.32	\$15.03
16	\$12.68	\$13.31	\$13.98	\$14.68	\$15.41
17	\$12.99	\$13.64	\$14.33	\$15.04	\$15.80
18	\$13.32	\$13.99	\$14.69	\$15.42	\$16.19
19	\$13.65	\$14.34	\$15.05	\$15.80	\$16.60
20	\$13.99	\$14.69	\$15.43	\$16.20	\$17.01
21	\$14.34	\$15.06	\$15.81	\$16.60	\$17.44
22	\$14.70	\$15.44	\$16.21	\$17.02	\$17.87
23	\$15.07	\$15.82	\$16.61	\$17.45	\$18.32
24	\$15.45	\$16.22	\$17.03	\$17.88	\$18.78
25	\$15.83	\$16.62	\$17.46	\$18.33	\$19.25
26	\$16.23	\$17.04	\$17.89	\$18.79	\$19.73
27	\$16.63	\$17.47	\$18.34	\$19.26	\$20.22
28	\$17.05	\$17.90	\$18.80	\$19.74	\$20.73
29	\$17.48	\$18.35	\$19.27	\$20.23	\$21.24
30	\$17.91	\$18.81	\$19.75	\$20.74	\$21.77
31	\$18.36	\$19.28	\$20.24	\$21.26	\$22.32
32	\$18.82	\$19.76	\$20.75	\$21.79	\$22.88
33	\$19.29	\$20.26	\$21.27	\$22.33	\$23.45
34	\$19.77	\$20.76	\$21.80	\$22.89	\$24.03
35	\$20.27	\$21.28	\$22.35	\$23.46	\$24.64

36	\$20.77	\$21.81	\$22.90	\$24.05	\$25.25
37	\$21.29	\$22.36	\$23.48	\$24.65	\$25.88
38	\$21.83	\$22.92	\$24.06	\$25.27	\$26.53
39	\$22.37	\$23.49	\$24.66	\$25.90	\$27.19
40	\$22.93	\$24.08	\$25.28	\$26.55	\$27.87
41	\$23.50	\$24.68	\$25.91	\$27.21	\$28.57
42	\$24.09	\$25.30	\$26.56	\$27.89	\$29.28
43	\$24.69	\$25.93	\$27.23	\$28.59	\$30.02
44	\$25.31	\$26.58	\$27.91	\$29.30	\$30.77
45	\$25.94	\$27.24	\$28.60	\$30.03	\$31.54
46	\$26.59	\$27.92	\$29.32	\$30.78	\$32.32
47	\$27.26	\$28.62	\$30.05	\$31.55	\$33.13
48	\$27.94	\$29.34	\$30.80	\$32.34	\$33.96
49	\$28.64	\$30.07	\$31.57	\$33.15	\$34.81
50	\$29.35	\$30.82	\$32.36	\$33.98	\$35.68
51	\$30.09	\$31.59	\$33.17	\$34.83	\$36.57
52	\$30.84	\$32.38	\$34.00	\$35.70	\$37.49
53	\$31.61	\$33.19	\$34.85	\$36.59	\$38.42
54	\$32.40	\$34.02	\$35.72	\$37.51	\$39.38
55	\$33.21	\$34.87	\$36.62	\$38.45	\$40.37
56	\$34.04	\$35.74	\$37.53	\$39.41	\$41.38
57	\$34.89	\$36.64	\$38.47	\$40.39	\$42.41
58	\$35.76	\$37.55	\$39.43	\$41.40	\$43.47
59	\$36.66	\$38.49	\$40.42	\$42.44	\$44.56
60	\$37.58	\$39.45	\$41.43	\$43.50	\$45.67

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Effective July 1 of the twenty-fifth (25th) year of consecutive service, a longevity increase of twelve and one-half (12.5) percent will be added to the employee's base salary.

Classified Salary Schedule for 2007-08					
Range	A	B	C	D	E
18	\$2,318	\$2,434	\$2,555	\$2,683	\$2,817
Daily Rate Formula: Salary times 12 months, divided by 261 days					
Daily Rate	\$106.56	\$111.89	\$117.48	\$123.36	\$129.52
With 2.5% Longevity equal Base Salary times 1.025					
\$2,318 times 1.025					
Range	A	B	C	D	E
18	\$2,375.95	\$2,494.85	\$2,618.88	\$2,750.08	\$2,887.43
Daily Rate Formula: Salary times 12 months, divided by 261 days					
Daily Rate	\$109.24	\$114.71	\$120.41	\$126.44	\$132.76
10 month Calculation-Calendar A, Range 18, Step A:					
Daily Rate, \$106.56 times number of days to work for the fiscal year, 205 equal annual salary of \$21,844.80					
Annual Salary, \$21,844.80 divided by 10 months equal monthly salary of \$2,184.48					
Daily Rate	\$106.56				
Annual Salary	\$21,844.80				
Monthly salary	\$2,184.48				
10 Month Calculation, Range 18, Step A with 2.5% Longevity equal Salary times 1.025					
Daily Rate, \$109.24 times number of days to work for the fiscal year, 205 equal annual salary of \$22,394.20					
Annual Salary, \$22,394.20 divided by 10 months equal monthly salary of \$2,239.42					
Daily Rate	\$109.24				
Annual Salary	\$22,394.20				
Monthly Salary	\$2,239.42				

12 month employees work 261 days per year
261 days times 8 hours equal 2,088 hours worked per year
2,088 hours worked per year divided by 12 months equal 174 hours per month
174 hours per month divided by 8 equal 21.75 days per month

APPENDIX D
TRAVEL & MILEAGE

A. TRAVEL REQUEST

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

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

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

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

B. TRAVEL CLAIM

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

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

C. CLAIMS FOR TRAVEL EXPENSE

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

- 2.6 Taxi or limousine service fares
 - 2.7 Automobile rental charges, including those paid through use of a district credit card.
 - 2.8 Any other necessary travel expenses except those identified in item 3 below.
 - 2.9 Personal charge card receipts are not acceptable.
3. Receipts need not be submitted for the following:
 - 3.1 Public transportation fares which are available in public tariffs.
 - 3.2 Personal meal allowances
 - 3.3 Street car and ferry fares, bridge and road tolls
 - 3.4 Incidental expenses of \$5.00 or less
4. Hotels
 - 4.1 Receipts for lodging, European Plan, or board and lodging, American Plan, shall be furnished and shall show the dates for which the charge is made. Reimbursement shall be made for actual lodging expense, based on single occupancy rate.
 - 4.2 Full reimbursement will be allowed while registered at conference headquarters. If, due to causes beyond the control of the individual, it is necessary to obtain accommodations other than at the conference headquarters hotel, full reimbursement will be allowed based on single occupancy rate. If the individual chooses to obtain accommodations other than at the conference headquarters, the individual will receive full reimbursement, based on single occupancy rate, not to exceed cost of conference headquarters. Substantiating statement must be attached to travel claim.
5. Meals
 - 5.1 The maximum allowance for meals is \$32.00 per day.
 - 5.2 The amount expended for any particular meal is left to the discretion of the individual, but the total for all meals shall not exceed the applicable maximum allowance. It is not necessary to detail the cost of meals. Meals may be averaged out on a daily basis or they may be reported separately. If separate meals are charged, a maximum of:

\$5.50 Breakfast	\$9.50 Lunch	\$17.00 Dinner
------------------	--------------	----------------

is fixed unless the individual is attending a conference and the meal is considered part of the program. In such case, full reimbursement will be allowed. Conference meal reimbursements must be accompanied by supporting documentation.

- 5.3 Travel claims shall show time of departure from and return to the College. Should the time of departure be 7 a.m. or after, or time of return be prior to 7 a.m., no allowance for breakfast will be claimed. Should the time for departure be 12 noon, no allowance for lunch may be claimed. Should the time of departure be 7 p.m. or after, or the time of return be prior to 7 p.m., no allowance for dinner may be claimed.
- 5.4 Meal reimbursement will not be made for travel to locations within ten (10) miles of the employee's primary worksite. [This section will become effective only when agreed to by all three collective bargaining agents.]

6. Railroad Transportation

- 6.1 No more than actual fare on any transportation service, in accordance with the latest tariffs at the time the trip was made, shall be allowed. Special rates and round-trip rates shall be used whenever possible.
- 6.2 One berth for each person or "roomette" accommodations will be allowed.
- 6.3 Unusual delay or deviation from the shortest, usually traveled route, shall be explained. If due to causes beyond the control of the individual, additional expenses incurred may be allowed.

7. Airplane Travel

- 7.1 Claims for airplane travel shall be allowed when in conformity with the latest regular published airplane tariffs. When more than one class of air travel is available, the district will pay tourist class only. Payment for air transportation must be arranged through the District's Purchasing Department and the cost incurred shall be reported on the travel claim and supported by the proper documentation.
- 7.2 Air travel by college district employees, approved in accordance with board policy is to be limited to flights on regular scheduled airplanes.
- 7.3 College staff shall not pilot or charter personal or private aircraft, or any variation thereof, when traveling within the scope of their employment on behalf of San Joaquin Delta College. This method of travel is not covered by district liability insurance and is in direct violation of district procedure.

8. Automobile Travel

- 8.1 In cases where authorized travel is by district-owned automobile, actual and necessary travel expense shall not include mileage expense. District vehicles should be requested as early as possible after approved Travel Request is received. Vehicles are to always be picked up and returned to the vehicle parking area. The Transportation Department is to be notified of all cancellations as soon as possible due to the heavy demand for vehicle use.
- 8.2 Mileage for privately owned automobiles is allowed. Rate of reimbursement is listed in D. below.
- 8.3 Ferry, bridge, or toll charges may be claimed in addition to mileage allowances.
- 8.4 Mileage reimbursement will be limited to the amount equivalent to airplane transportation plus local transportation costs.
- 8.5 Mileage for rental automobiles is allowed when approval has been received to use a car rental for business purposes. Employees shall obtain the least expensive rental available.

9. Incidental Traveling Expenses

- 9.1 A maximum allowance of \$5.00 may be claimed, without itemization for incidental traveling expenses during each 24 hours, or major fraction thereof, starting at the time of departure from and ending with return to college. A major fraction of 24 hours is defined as 12 or more hours.

D. IN-DISTRICT MILEAGE

- 1. The following rules apply to request for reimbursement for travel with the district when no district vehicle is provided.
 - 1.1 Mileage reimbursement shall be paid any employee assigned to more than one area in the district on a regular district contract assignment.
 - 1.2 Mileage reimbursement shall be paid any employee whose assignment requires the use of a personal vehicle to visit various locations within the district.
 - 1.3 Distance allowed will be for those miles between areas or other assigned locations other than the distance between home and the College.
 - 1.4 Incidental parking meter charges, if itemized, are the only other item that may be claimed on the Monthly District Mileage Claim.
 - 1.5 The mileage rate will be such amount as allowed by current IRS Regulations.

E. TRAVEL ADVANCES

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

APPENDIX E CLASSIFIED EMPLOYEE EVALUATION FORMS

SAN JOAQUIN DELTA COLLEGE CLASSIFIED EMPLOYEE PERFORMANCE APPRAISAL

Employee Name: _____

Classification: _____

Department/Division: _____

Supervisor Name: _____

Evaluation period:

- | | |
|--------------------------|--------------------------|
| Probationary 4 months | <input type="checkbox"/> |
| Probationary 8 months | <input type="checkbox"/> |
| Permanent/Every 2 years | <input type="checkbox"/> |
| Promotional Probationary | <input type="checkbox"/> |
| Other _____ | <input type="checkbox"/> |

- *Ratings criteria:*
 - 1 – Consistently exceeds expected standards
 - 2 – Consistently meets and occasionally exceeds standards
 - 3 – Meets expected standards
 - 4 – Improvement needed to meet expected standards
- *Comments are encouraged in all areas, or may be included in the form of an attachment. However, ratings of "4" in any category **must** be supported in the comments section and include a plan for improvement.*
- *The evaluator shall complete this form by indicating the appropriate rating and meeting with the employee to discuss its contents. The form shall be signed and dated by both the employee and the evaluator.*

KNOWLEDGE OF THE JOB

1. Exceptional knowledge of job duties and responsibilities.

2. Effectively understands job duties

3. Understands job duties and responsibilities.

4. Lacks knowledge of job duties and responsibilities.

Improvement Plan:

ABILITY TO WORK AS DIRECTED

1. Consistently carries out job duties and responsibilities as directed. Requires minimum supervision.

2. Consistently carries out job duties and responsibilities as directed with occasional supervision.

3. Consistently carries out job duties and responsibilities as directed with regular supervision.

4. Does not carry out job duties and responsibilities as directed.

Improvement Plan:

JUDGMENT

1. Exceptional judgment in analyzing work situations and taking appropriate action. Extremely self-reliant.

2. Consistently uses effective judgment in meeting the needs of job responsibilities. Minimum supervision required.

3. Uses of judgment on the job meet job responsibilities. Requires some general supervision and direction.

4. Displays judgment which does not meet the needs of job responsibilities. Does best with supervision.

Improvement Plan:

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

**APPENDIX F
PERFORMANCE IMPROVEMENT PLAN**

(Not to be used for conduct issues)

Employee Name: _____

Area of Improvement: _____

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

<u>Standards</u>	<u>Due Date</u>
1.	
2.	
3.	
4.	
5.	

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

1. _____
2. _____
3. _____
4. _____
5. _____

How will improvement in this area be measured and reported?

Measurement:

Reporting:

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

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

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

Signature (Employee) Date

Signature (Manager) Date

APPENDIX G
CSEA JOB REPRESENTATIVES:
SELECTION, DUTIES AND RESPONSIBILITIES

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

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

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

- A. Employees covered by the health plan benefits as defined in Section D, may choose to continue health plan coverage for eighteen months for themselves, their spouse or dependents under the following circumstances:
 - 1) When the employee is terminated for reasons other than gross misconduct;
 - 2) When the employee's hours are reduced which results in a loss of health plan benefits.

- B. The spouse of an employee covered by the Health Plan may choose to continue health plan coverage for a period of thirty-six months if he or she loses health plan coverage for any of the following reasons:
 - 1) The death of the employee;
 - 2) Divorce or legal separation from the employee;
 - 3) The employee becomes eligible for Medicare.


- C. The dependent child of an employee covered by the Health Plan may choose to continue health plan coverage for a period of thirty-six months, if he or she loses health plan coverage for any of the following reasons:
 - 1) Death of the parent;
 - 2) Parents' divorce or legal separation;
 - 3) Parent becomes eligible for Medicare;
 - 4) The dependent ceases to be a "dependent child" under the current health plan.

- D. Health Plan coverage is defined as those benefits offered employees in Article X (Health, dental and vision, benefits only. Life insurance, Tax Sheltered Annuities and Long Term Disability are not considered health benefits requiring continued coverage under COBRA.)

- E. The employee, spouse or dependent has 60 days from the date he or she would lose coverage to inform Norman C. Harris, Insurance Associates, that he or she desires continued health plan benefit coverage. If the employee, spouse or dependent fails to notify Norman C. Harris, Insurance Associates within 60 days, all group health insurance coverage will cease.

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

**APPENDIX I
SJDC EEO ACTION APPEAL FORM**

	<p>San Joaquin Delta Community College District</p> <p>Office of human resources</p>
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Unlawful Discrimination/Sexual Harassment Complaint Form

Name: _____
Last *First*

Address: _____
Street or P.O. Box *City* *State* *Zip*

Phone: Day (_____) *Evening* (_____)

I Am A: Student Employee Other: _____

I Wish To Complain Against: _____

Date of Most Recent Incident of Alleged Discrimination: _____
(Nonemployment complaints must be filed within one year of the date of the alleged unlawful discrimination. Employment complaints must be filed within six months of the date of the alleged unlawful discrimination)

I Allege Discrimination Based on the Following Category Protected under Title 5: (you must select at least one):

Age	Ethnic Group Identification	Physical Disability	Retaliation
Ancestry	Mental Disability	Race	Sex (includes Harassment)
Color	National Origin	Religion	Sexual Orientation

Clearly state your complaint. Describe each incident of alleged discrimination separately. For each action provide the following information: 1) date(s) the discriminatory action occurred, 2) name of individual(s) who discriminated; 3) what happened; 4) witnesses (if any); and 5) why you believe the discrimination was because of protected group status [religion, age, race, sex or whatever basis you indicated above] and/or, if applicable, why you believe you were retaliated against for filing of complaint or asserting your rights. (Attach additional pages as necessary.)

What would you like the District to do as a result of your complaint -- what remedy are you seeking?: _____

I certify that this information is correct to the best of my knowledge.

_____ _____
Signature of Complainant *Date*

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

(Revised 9/02)

**APPENDIX J
FMLA FORMS**

FMLA Forms follow: Medical Leave of Absence Request
 Medical Certification
 Return to Work Certification



SAN JOAQUIN DELTA COMMUNITY COLLEGE MEDICAL LEAVE OF ABSENCE REQUEST

This form must be completed and returned to the Risk Management Department prior to commencing leave or, in the case of an emergency, as soon as possible. It is also your responsibility to notify your supervisor of your impending leave.

Employee Name:	Social Security Number:
Title:	Department:

<input type="checkbox"/> Initial Request <input type="checkbox"/> Revision <input type="checkbox"/> Extension	<p><i>Please select one:</i></p> <input type="checkbox"/> Own Serious Health Condition <input type="checkbox"/> Care for Parent/Spouse/Child with Serious Health Condition <input type="checkbox"/> Pregnancy Disability <input type="checkbox"/> Due to Birth or Adoption Date of Birth/Adopt: _____ Is other parent an employee of Delta College? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(Parents working for the same employer are entitled to a total of 12 weeks)</i>
---	---

Requested Start Date:	Anticipated Return Date:
-----------------------	--------------------------

Intermittent or Reduced Work Schedule: (*Explain*)

Medical Certification attached will submit within 15 days

A leave of absence may consist of leave without pay and/or paid leave (ex: sick leave, compensatory time). Paid leave may be used in accordance with applicable policy/contracts.

I wish to use the following available leave:
 sick leave vacation pay compensatory time supplemental sick pay

Employee Signature:	Date:
---------------------	-------

TO BE COMPLETED BY EMPLOYER

Date Leave Request Received:	Date Medical Cert. Received:
Employee Hire Date:	12 mos? <input type="checkbox"/> Y <input type="checkbox"/> N 1250 Hours? <input type="checkbox"/> Y <input type="checkbox"/> N

<input type="checkbox"/> APPROVED	<input type="checkbox"/> Your Leave is provisionally approved pending medical certification <input type="checkbox"/> Your Leave is approved <input type="checkbox"/> Return to Work Certificate is required
<input type="checkbox"/> DENIED	<input type="checkbox"/> Medical Certification was not received within 15 days <input type="checkbox"/> Medical Certification incomplete; provider must answer all questions <input type="checkbox"/> All entitlements have been exhausted <input type="checkbox"/> Not eligible for leave due to months employed or number of hours worked

This leave will apply to the following entitlements:

	Starting Avail. Balance	Days Used This Leave	Ending Avail. Balance
<input type="checkbox"/> INTERMITTENT			
<input type="checkbox"/> FMLA (Federal)			
<input type="checkbox"/> CFRA (State)			
<input type="checkbox"/> FEHA/PDL (State)			

Vice President of Human Resources

Date



**SAN JOAQUIN DELTA COMMUNITY COLLEGE
MEDICAL CERTIFICATION**

EMPLOYEE: Please complete the shaded section only and take to Health Care Provider	
Employee:	Department:
Patient (if other than employee):	Relationship to employee:

Health Care Provider's Statement for EMPLOYEE'S OWN SERIOUS HEALTH CONDITION		
Effective Date of Leave:	Probable Duration of Condition:	Expected Return Date:
Please select either Yes or No . See attached descriptions for "Serious Health Condition."		
Yes	No	
1. <input type="checkbox"/>	<input type="checkbox"/>	Hospital Care
2. <input type="checkbox"/>	<input type="checkbox"/>	Absence Plus Treatment
<input type="checkbox"/>	<input type="checkbox"/>	- two or more treatments by health care provider; or
<input type="checkbox"/>	<input type="checkbox"/>	- one treatment which results in a regimen of continuing treatment by health care provider
3. <input type="checkbox"/>	<input type="checkbox"/>	Pregnancy
4. <input type="checkbox"/>	<input type="checkbox"/>	Chronic Conditions Requiring Treatment
5. <input type="checkbox"/>	<input type="checkbox"/>	Permanent/Long-Term Condition Requiring Medical Supervision
6. <input type="checkbox"/>	<input type="checkbox"/>	Multiple Treatments for Non-Chronic Condition
7. <input type="checkbox"/>	<input type="checkbox"/>	Did you review the employee's job description or interview him/her about job tasks?
8. <input type="checkbox"/>	<input type="checkbox"/>	Is the employee able to perform the essential duties of his/her position without undue risk to himself/herself?
9. <input type="checkbox"/>	<input type="checkbox"/>	Is intermittent leave or a reduced work schedule medically necessary? <i>(If yes, please describe treatment schedule)</i>

Health Care Provider's Statement for SERIOUS HEALTH CONDITION OF A FAMILY MEMBER		
Effective Date of Leave:	Probable Duration of Condition:	Expected Return Date:
Please select either Yes or No . See attached descriptions for "Serious Health Condition."		
Yes	No	
1. <input type="checkbox"/>	<input type="checkbox"/>	Does the employee's family member have a serious health condition?
2. <input type="checkbox"/>	<input type="checkbox"/>	Does the patient require assistance for basic medical or personal needs, safety, or for transportation?
3. <input type="checkbox"/>	<input type="checkbox"/>	If no, would the employee's presence to provide psychological comfort be beneficial to the patient or assist in the patient's recovery?
4. <input type="checkbox"/>	<input type="checkbox"/>	If intermittent leave or a reduced work schedule is being considered, is it medically necessary? <i>(If yes, please describe treatment schedule)</i>

Health Care Provider's Information	
Name of Health Care Provider (Print):	Phone:
Specialty:	License Number:
Health Care Provider's Address:	
Signature of Health Care Provider	Date

A “**Serious Health Condition**” means an illness, injury impairment, or physical or mental condition that involves one of the following:

1. Hospital Care:

Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or subsequent treatment in connection with or consequent to such inpatient care.

2. Absence Plus Treatment:

(a) A period of incapacity of **more than three consecutive calendar days** (including any subsequent treatment or period of incapacity 2 relating to the same condition), that also involves:

- (1) **Treatment two or more times** by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or
- (2) **Treatment** by a health care provider on **at least one occasion** which results in a **regimen of continuing treatment** under the supervision of the health care provider.

3. Pregnancy

Any period of incapacity due to **pregnancy**, or for **prenatal care**.

4. Chronic Conditions Requiring Treatment

A **chronic condition** which:

- (1) Requires **periodic visits** for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;
- (2) Continues over an **extended period of time** (including recurring episodes of a single underlying condition);and
- (3) May cause **episodic** rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).

5. Permanent/Long-term Conditions Requiring Supervision

A period of **Incapacity** which is **permanent or long-term** due to a condition for which treatment may not be effective. The employee or family member must be **under the continuing supervision of, but need not be receiving active treatment by, a health care provider**. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

6. Multiple Treatments (Non-Chronic Conditions)

Any period of absence to receive **multiple treatments** (including any period of recovery there from) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for **restorative surgery** after an accident or other injury, **or** for a condition that **would likely result in a period of Incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment**, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), and kidney disease (dialysis).

(Resource: www.dol.gov)



**SAN JOAQUIN DELTA COMMUNITY COLLEGE
RETURN TO WORK CERTIFICATION**

EMPLOYEE: *Please fill out the top portion and take this form to your health care provider. This certification must be provided to your department prior to your return to work.*

Employee Name:

Employee's Department:

HEALTH CARE PROVIDER: *Please provide a Return to Work Certification by completing this form or providing the following information on a similar signed document.*

Please review job description or interview employee regarding his/her job duties. Is the employee able to perform all the functions of his or her job?

Yes No Yes, with restrictions or accommodations

Please list any restrictions or describe any accommodations which the department should consider:

Are the restrictions: Permanent Temporary, until (date):

Comments:

Employee is **released to return to work** effective (date):

HEALTH CARE PROVIDER'S INFORMATION

Name of Health Care Provider (Print):

Phone:

Specialty:

License Number:

Health Care Provider's Address:

Signature of Health Care Provider

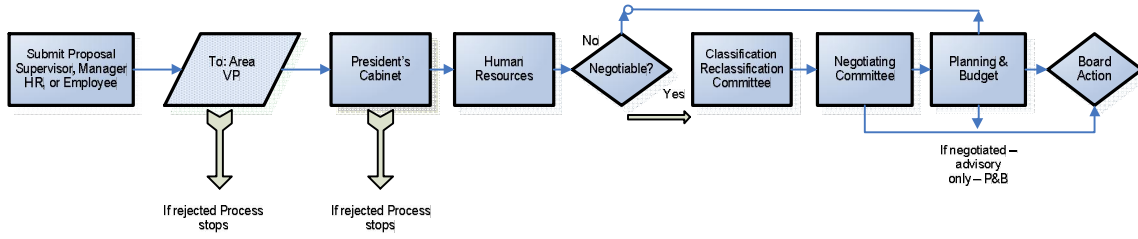
Date

SUPERVISOR: *Upon receipt, please forward this document to Risk Management, Administration 110.*

Date Received:

Received By (Print):

Appendix K Classification & Reclassification Process





**SAN JOAQUIN DELTA COLLEGE
OFFICE OF HUMAN RESOURCES**

CLASSIFIED RECLASSIFICATION REQUEST FORM

Position Title: _____
 Division/Department: _____
 Name of Incumbent(s) (if applicable): _____

Request to reclass incumbent into:

<input type="checkbox"/> Existing classification (include old and new job description)	Existing Salary Range: _____
<input type="checkbox"/> New classification (include job description)	<input type="checkbox"/> Upgrade <input type="checkbox"/> Downgrade
	Current rate and step: _____

JUSTIFICATION

- What is the existing classification and salary range?
 - Is the existing classification classified or administrative?
 - If classified, has it been approved thru CR&E? (If so, provide copy of complete CR&E packet.)
- Describe proposed reclassification.
- Describe any duties in the current job description which the employee no longer performs.
- Describe any duties which the employee currently performs which are not contained in the job description.
- When were these additional duties assigned? By whom?
- Provide a rationale for recommending or not recommending this reclassification request. Include any additional information you feel will be valuable to the Reclassification Review Committee in evaluating the request
- How does this change effect your budget?
- Is this reclassification saving money or incurring cast?
- Have these numbers been confirmed by the business office?
- What are the consequences for not approving position?

Person submitting request: _____ Date: _____

Employee request: _____ Date: _____

Approval:

<input type="checkbox"/> Recommend	Manager _____	Date: _____
<input type="checkbox"/> Do Not Recommend		
<input type="checkbox"/> Recommend	Vice President _____	Date: _____
<input type="checkbox"/> Do Not Recommend		

HR Use Only

Received by: _____	Date: _____
<input type="checkbox"/> Recommend	President's Executive Cabinet _____
<input type="checkbox"/> Do Not Recommend	
<input type="checkbox"/> Recommend	President or Designee _____
<input type="checkbox"/> Do Not Recommend	

<input type="checkbox"/> Financial Impact Categorical/General Fund
<input type="checkbox"/> Approved by PEC
<input type="checkbox"/> 16 Colleges Survey
<input type="checkbox"/> Is longevity included? (must be as part of compensation)

cc: Incumbent