

Collective Bargaining Agreement between  
**RIVERSIDE COMMUNITY COLLEGE DISTRICT**  
and  
**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION**  
**CHAPTER #535**



AFL-CIO

July 1, 2021 to June 30, 2024

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## AGREEMENT

This Collective Bargaining Agreement (also referred to as “CBA” or “Agreement”) is made and entered into this 14th day of December, 2021, by and between Riverside Community College District (hereinafter called the “District”) and the Riverside Community College District Employees and the California School Employees Association, and its Chapter #535, California School Employees’ Association (hereinafter called the “Association”).

This Tentative Agreement between the Riverside Community College District, (hereinafter called the "District") and the California School Employees Association and its Chapter #535 Riverside Community College District Employees, (hereinafter called the "CSEA") is subject to CSEA Policy 610 approvals and approval by the Riverside Community College Board of Trustees.

Reviewed and approved:

FOR THE DISTRICT:

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Negotiations Team  
Majd S. Askar  
\_\_\_\_\_  
Date: 12/14/2021

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Date: 12/17/2021

Kaneesha Tarrant  
Negotiations Team  
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Date: 12/20/2021

Raymond West  
Negotiations Team  
Raymond "Chip" West III  
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Date: 12/20/2021

Tammy Few, Vice Chancellor  
Human Resources and Employee Relations  
Riverside Community College District

Tammy Few

\_\_\_\_\_  
Date: 12/20/2021

FOR THE CSEA:

Andy Aldasoro  
Negotiations Team  
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Date: 12/14/2021

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Date: 12/14/2021

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Negotiations Team  
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Sharlena Segura  
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Lead Negotiator  
President, Chapter 535  
Elena Santa Cruz  
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Date: 12/14/2021

Joshua Fleming  
Labor Relations Rep  
Joshua Fleming  
\_\_\_\_\_  
Date: 12/14/2021

## **Article I – RECOGNITION**

- A. The Riverside Community College District hereby recognizes the California School Employees Association and its Chapter #535 (CSEA), as the exclusive collective bargaining representative for the classified service employees in the unit described below.

For purposes of this Agreement, the following definitions shall apply:

Classification: Each position in the classified bargaining unit shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year and a specific statement of the duties required to be performed by the unit member in each such position, and the regular monthly salary ranges for each such position.

The classified service employees are those employed by the District in the following job classifications. The District will establish positions within the classifications with a minimum work year of ten (10) months.

Academic Evaluations Specialist  
Academic Success Coordinator  
Academic Success Coordinator, Athletics  
Accounting Clerk  
Accounting Services Clerk  
Accounting Technician  
Accounts Payable Specialist  
Adaptive Technology/Alternative Media Support Coordinator  
Adaptive Technology Specialist  
Administrative Assistant I  
Administrative Assistant II  
Administrative Assistant III  
Administrative Assistant IV  
Admissions & Records Operations Assistant  
Analyst Programmer  
Applications Support Technician  
Art Gallery Coordinator/Curator  
Assessment Specialist  
Assessment Testing Coordinator  
Assistant Cashier/Clerk  
Assistant to the Coordinator, International Education Program  
Assistant to the Coordinator, Upward Bound Program  
Athletic Equipment Manager  
Athletic Field Caretaker  
Auditorium Specialist  
Auxiliary Business Services Bookkeeper  
Auxiliary Business Services Specialist  
Background Investigator  
Benefits Clerk

Budget Analyst  
Business Development Administrative Specialist  
Business Development Assistant  
Business Systems Analyst  
Cablecast/Satellite Specialist  
CalWORKS Specialist  
Capital Asset Inventory Technician  
Career and Technical Education Projects Specialist  
Cashier/Clerk  
Casualty Claims Coordinator  
Cellular Account Clerk  
Certified Athletic Trainer  
Chemistry Laboratory Coordinator  
Chief Photographer  
Clerk Typist  
Clinical Licensed Vocational Nurse  
College Nurse  
College Receptionist  
Community Education Clerk  
Community Relations Specialist  
Community Service Aide I  
Community Service Coordinator  
Computer Laboratory Assistant  
Computer Technician  
Copy Center Operator  
Cosmetology Clerk  
Cosmetology Operations Assistant  
Cosmetology Receptionist/Cashier  
Counseling Clerk I  
Counseling Clerk II  
Counseling Clerk III  
Culinary Laboratory Assistant  
Culinary Program Specialist  
Custodian  
Customer Service Clerk  
Dance Accompanist  
Dental Education Center Administrative Assistant  
Designer/Technical Director  
Disabled Student Services Specialist  
Disability Specialist  
Disability Specialist/Workability III  
Distance Education Support Specialist  
District Campaign Specialist

District Placement Services Coordinator  
Document Services Coordinator  
Document Services Coordinator (Day)  
Document Services Technician  
Economic Development Assistant  
Educational Advisor  
Educational Technologies Trainer  
Emancipation Coach  
Employment Placement Coordinator  
Enrollment Services Assistant  
EOPS/CARE Specialist  
EOPS Specialist  
Facilities Administrative and Utilization Specialist  
Facility Access and Utilization Coordinator  
Facilities & Planning Specialist/Accounting  
Facilities & Planning Specialist/Support Services  
Facilities Utilization Specialist  
Financial Aid Advisor  
Financial and Technical Analyst  
Fire Technology Program Assistant  
Floor Crew  
Food Service III  
Food Service IV  
Foster Youth Services Specialist  
Foundation Administrative Technician  
Foundation Specialist  
Grants Administrative Specialist  
Grants Specialist  
Grants Writer  
Grounds Equipment Repairperson/Operator  
Groundsperson  
Gymnasium Attendant  
Health Services Specialist  
Help Desk Support Technician  
Human Resources Generalist  
Human Resources Specialist I  
Information Support Operator  
Information Technology Analyst  
Institutional Research Specialist  
Instructional Department Specialist  
Instructional Depart. Specialist/Senior Citizen Ed. Program Coordinator  
Instructional Media Aide  
Instructional Media Assistant  
Instructional Media Broadcast Coordinator  
Instructional Media Broadcast Technician  
Instructional Media Support Coordinator  
Instructional Media Technician

Instructional Production Specialist  
Instructional Program Support Coordinator  
Instructional Support Coordinator  
Instructional Support Specialist  
Instructional Technology Specialist  
International Students and Programs Specialist  
Internet Communication Specialist  
Interpreter Specialist  
Job Placement Technician  
Journalism Program Support Specialist  
Junior Account Clerk  
Laboratory Technician I  
Laboratory Technician II  
Learning Center Assistant  
Library Catalog Clerk  
Library Clerk I  
Library Clerk II  
Library Network/Web Development  
Library Operations Assistant  
Library Systems Coordinator  
Library Systems Coordinator/Network Coordinator  
Library Technical Assistant I  
Library Technical Assistant II  
Library/IMC Operations Coordinator  
Mailroom Coordinator  
Maintenance Helper  
Maintenance Mechanic (Carpenter)  
Maintenance Mechanic (Electrician)  
Maintenance Mechanic (Equipment Repair)  
Maintenance Mechanic (General)  
Maintenance Mechanic (HVAC)  
Maintenance Mechanic (Locksmith)  
Maintenance Mechanic (Painter)  
Maintenance Mechanic (Plumber/Boiler Repair)  
Maintenance Mechanic (Specialist Electronics)  
Marketing and Media Technician  
Matriculation Specialist  
Media Services Repair Technician  
Medical Administrative Assistant  
Medical Office Receptionist  
MESA Program Coordinator  
Microcomputer Support Specialist  
Microcomputer Support Technician  
Multi-Media Graphic Artist  
Multi-Media Graphic Artist/Web Technician  
Multi-Media Operations Specialist  
Music Accompanist/Assistant

Music Specialist  
Network & Communications Specialist  
Network Specialist  
Network Specialist (Data)  
Network Specialist - Data Systems Security  
Network Specialist – Infrastructure Management  
Network Specialist (Server Administrator)  
Network Specialist (Telecomm)  
Network Specialist (Wireless LAN)  
Nursing Enrollment Technician  
Nursing Simulation Lab Assistant  
Nursing Simulation Lab Specialist  
Nursing Skills Laboratory Technician  
Occupational Education Assistant  
Occupational Education Specialist  
Officer, Safety & Police  
On-Line Education Development Specialist  
Outreach & Recruitment Services Specialist  
Outreach Specialist  
Outreach Specialist Upward Bound  
Outreach/Middle College High School Coordinator  
Outreach/Passport to College Coordinator  
Parking Administrative Clerk  
Payroll Technician  
Photo Lab Assistant  
Piano Accompanist  
Piano Accompanist (Music)  
Piano Accompanist (Theater)  
Placement Coordinator  
Planner, Capital and Facilities  
Police Records Clerk  
Printing and Graphics Center Coordinator  
Procurement Specialist  
Production Coordinator  
Production Graphic Designer  
Production Printer  
Production Printing Coordinator  
Production Printing Specialist

Program Specialist, Fine & Performing Art  
Programmer/Developer  
Project Manager  
Properties & Outreach Specialist  
Public Affairs & Marketing Specialist  
Public Affairs Officer  
Purchasing Clerk  
Purchasing Specialist  
Reading Paraprofessional  
Revenue/Accounts Receivable Clerk  
Revenue/Accounts Receivable Specialist  
Safety & Police Dispatch Clerk  
Safety & Police Dispatch Coordinator  
Senior Academic Evaluations Specialist  
Senior Applied Technologist  
Senior Custodian  
Senior Financial Aid Advisor  
Senior Graphics Designer  
Senior Groundsperson  
Senior Interpreter  
Senior Officer, Safety & Police  
Senior Tool Room Attendant  
Sprinkler Repairperson  
Sr. Public Affairs Officer  
STEM Services Developer  
STEM Student Success Center Coordinator  
Student Accounts Specialist  
Student Activities Clerk  
Student Employment Personnel Specialist  
Student Financial Services Account Specialist  
Student Financial Services Analyst  
Student Financial Services Lead Analyst  
Student Financial Services Officer  
Student Financial Services Outreach Specialist  
Student Financial Services Specialist  
Student Financial Services Support Specialist  
Student Resource Specialist  
Student Services Specialist  
Student Services Technician  
Student Success and Support Program Assistant  
Student Success Coach  
Student Support Services Coordinator  
Supplemental Instructional Coordinator  
Support Center Technician

Support Services Specialist  
Support Services Specialist Aide  
Swimming Pool Caretaker  
Systems Administrator  
Talent Search Coordinator  
Technical Assistant  
Telephone Systems Account Clerk  
Telephone Systems Account Specialist  
Television Production Studio Specialist  
Television Studio Technician  
Theater Box Office Assistant  
Theater Box Office Coordinator  
Theater Box Office Specialist  
Theater Scenic Specialist  
Tutorial Services Clerk  
Tutorial Services Specialist  
Tutorial Services Technician  
Upward Bound Coordinator  
Veteran Services Coordinator  
Veteran Services Specialist  
Veterans Services Technician  
Warehouse Assistant  
Web Applications Developer  
Web Applications Technician

This list excludes management, supervisory and confidential positions, substitutes (employees hired to fill in for absent unit members or hired for no more than 60 days in a vacant position when the District is actively recruiting to fill such vacancy (Education Code Section 88003)), short-term employees, consultants, professional experts, independent contractors and all other positions not designated above.

- B. The parties agree that the unit as described in the foregoing paragraphs is appropriate and that neither party will unilaterally seek clarification or amendment of the unit, either as to specific exclusions (absent a significant reduction hereafter in their confidential, supervisory or managerial duties) or the enumerated inclusions.
- C. Disputes concerning the interpretation and application of this Article are not subject to the grievance procedure in this Agreement. The inclusion or exclusion of new classifications created or added shall be subject to negotiation between the District and the Association, and any disputes shall be submitted to the Public Employment Relations Board.
- D. All references to the term “Chancellor” shall be interpreted to include the “Chancellor or his/her designee.”

## **Article II - MANAGEMENT RIGHTS**

- A. All matters not within the scope of representation as set forth in the Government Code Section 3543.2, or not limited by the express terms of this Agreement, are reserved to the District. It is agreed that such reserved rights include, but are not limited to, the Board's sole right to manage the District and direct the work of its employees, to determine the method, means and services provided, to determine the staffing patterns and the number and kinds of personnel required, to determine the assignment goals, objectives and performance standards, to decide on the building, location or modification of a facility, to determine the budget and methods of raising revenue, to sub-contract work or operations except where prohibited by law, to maintain order and efficiency, to hire, assign, to evaluate, promote, discipline, discharge for cause, lay-off for lack of work, and transfer employees. All other rights of management not limited by the express language of this Agreement or Government Code 3543.2 are also reserved to the District even though not enumerated above. The exercise of any such rights reserved to the District herein in a particular manner, or the non-exercise of any such rights, shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner.
- B. 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 the Association or of the unit members as set forth elsewhere in this Agreement. It is the parties' intention that the express provisions of this Agreement constitute the only contractual limitation upon the District's rights.

In the event that the District hereafter establishes a new job classification or substantially changes the duties and/or working conditions of an existing classification to which this Agreement applies, the District will notify the Association of its action. (Notification is defined as notice prior to a position going to the Board of Trustees for approval or being posted internally or externally for hiring.) (See also Article V, Sections C and D.) The District shall provide written notification of the duties, rate of pay, and the location of employment and the hours of employment for all new or changed job classifications. The Association will contact the District of its right to bargain within five (5) working days after such notification. If an agreement is not reached, the Association has the right to challenge the assigned rate and working conditions under the grievance-arbitration procedure within ten (10) working days after such notification. In the event any matter hereunder goes to arbitration, the rate assigned by the District shall not be recommended to be modified by the arbitrator unless he or she finds that the duties of the new or changed job classification involve skills, effort and responsibilities which are materially greater than those involved in any related classification which have or had the same or closely similar rate of pay. Any rate that is recommended to be modified by the Arbitrator shall not be retroactively applied past the date of the grievance and no rate

can be established that is above an existing wage rate for a related job set forth in Exhibit D (Assignment of Classified Salaries).

- C. Any dispute arising out of or connected with either the existence of or the exercise of any of the rights of the District as set forth above, or any other rights of the District not limited by the express language of this Agreement, or arising out of or connected with the effects of the exercise of any such rights, is not subject to the Grievance Procedure contained in this Agreement.
- D. The District retains the right to suspend policies and practices set forth in the Agreement in cases of emergency. An emergency is a sudden, generally unexpected, occurrence or occasion requiring immediate action. In the event of such suspension, the District agrees to meet and negotiate with respect thereto within a reasonable period of time.

Emergencies shall not be declared capriciously or arbitrarily, and any suspension pursuant to this section shall be terminated promptly, where it is feasible to do so, upon the end of the emergency. It is not the intent of the District to use this emergency clause to take away agreed upon classified salary and fringe benefit increases in order to fund salary increases for other employees.

### **Article III - STATUTORY CHANGES**

- A. It is the intent of the parties that where there is any inconsistency between the terms of this Agreement and any State or Federal statute or regulation, the terms of this Agreement shall control, unless required otherwise by law.

#### **Article IV - CONCERTED ACTIVITIES**

- A. During the term of this Agreement neither the Association, its officers, agents, members, nor any unit member will authorize, instigate, encourage, aid, condone, participate in, or engage in a strike, work stoppage, slowdown, sick-in, mass absenteeism or any similar kind of interruption of or interference with the operation of the District (including a picket line which has such effect), regardless of whether there is a claim by the Association of breach of this Agreement or a Federal or State law by the District.
- B. In the event of a strike, work stoppage, slow-down, sick-in, mass absenteeism, or any similar kind of interruption or interference with the operations of the District (including a picket line which has such effect), the Association shall promptly notify the employees that such action is a violation of this Agreement and promptly inform them that they are to return to work, and to take every reasonable effort to terminate the unauthorized action.
- C. Respecting any picket line established by any person or organization for any reason at any facility of the District by the Association or any unit member, in concert or alone, during the term of this Agreement shall constitute a violation of this Article.
- D. The Board agrees that during the terms of this Agreement it will not engage in any lockout of bargaining unit employees.

## **Article V - NEGOTIATION PROCEDURES**

- A. Negotiation shall take place at mutually agreeable times and places. Pursuant to Section 3543.1(c) of the California Government Code, the Association and the District agree that the maximum number of representatives of the Association to receive released time without loss of compensation for the purpose of meeting and negotiating shall be seven (7). The parties shall attempt to schedule negotiation meetings in such manner so that no more than one-half of the meeting time shall be released time without loss of compensation.
- B. The Association shall be provided up to sixteen (16) hours per representative per month release time to prepare for negotiation meetings and shall be made available to those assigned as part of the negotiation team without loss of compensation and benefits. One (1) week notice will be given to the District prior to any meetings for negotiation preparation purposes. Additional release time may be granted, in consultation with and upon approval of the Vice Chancellor of Human Resources and Employee Relations, or designee. Requests shall not be unreasonably denied.
- C. Classifications (Job Descriptions):
1. For New Classifications (Job Descriptions): Human Resources and Employee Relations shall provide written notification to the Chapter President of the duties and the recommended salary range, along with the rationale for the establishment of the classification.
  2. For Existing Classifications (Job Descriptions): Human Resources and Employee Relations shall provide written notification to the Chapter President of the modifications/changes to the existing job descriptions, recommended change in salary range (if applicable), and the rationale for the modification/change.
- D. Positions:
- Prior to posting a bargaining unit position for recruitment, Human Resources and Employee Relations will provide the Chapter President information that entails and includes the following:
1. Existing position with no changes or New Positions
    - a. No changes to work hours, schedule, or salary grade; new hire/ replacement (if replacement, name of former incumbent)
    - b. Bargaining is not mandatory
    - c. Notification will include position title, salary grade, location, hours of work, months in work year if less than 12, FTE

2. Existing position with changes:
  - a. Changes to work hours, work year or and rationale for any change mentioned herein will be included)
  - b. Name of former incumbent

E. The Association will notify the District of its demand to bargain the impacts and effects of the District's decision within five (5) working days of the District's initial notification for negotiable changes outlined in sections C and D. The Association's demand to bargain shall clearly identify negotiable areas of impact including specific items, issues, or concerns it wishes to address.

The District and the Association agree to schedule negotiation meetings within five (5) working days of the Association's demand to bargain notification. It is the parties' intent to reach an agreement within two (2) negotiation sessions. If an agreement is not reached the Association has the right to challenge in accordance to Article II, Section C after the District's notification of its intent to move forward with the establishment or modifications.

## **Article VI - ASSOCIATION RIGHTS**

- A. The Association shall have the right to use District and College listservs for communication with chapter members. The Association has the right to post its official communication on RCCD-ALL. The Association shall also have the right to post notices of Association activities and matters via email and on designated Association bulletin boards as provided by the District. The Association may use District mailboxes and district-provided computers for communications with unit members. The District will provide two (2) computers at Riverside and one (1) each at the District Offices, Moreno Valley and Norco colleges for this purpose.
- B. The Association may request of the District the use of school equipment, buildings and facilities at reasonable hours, and permission shall not be unnecessarily withheld. Such equipment may include duplicating equipment, word processing equipment, calculating machines, computers, printers, fax, video conference, and audiovisual equipment when such equipment is not otherwise in use. Copy machines may be used for Association publications at the same cost charged to school programs. The Association may use the District's established CSEA List-serve to notify members via email of meetings, events and training. Executive Board members may use the general District e-mail system to communicate with other members concerning CSEA business.
- C. A printed copy of the Agreement will be provided by the District to each unit member. The cost thereof shall be borne by the District.
- D. (1) Except as provided for in Article V, and Article XXIV, Section E, Association representatives shall not transact Association business during working hours, except where all unit members involved are on a meal or other break. However, no more than four (4) representatives of the Association shall be permitted a collective maximum of sixty-four (64) hours of paid leave of absence during each twelve month (12) period covered by this Agreement to conduct Association business and/or to attend meetings/ conferences appropriate to the Association.
- (2) Prior to utilizing this release time, the Chapter President shall provide written notice to the Vice Chancellor, Human Resources and Employee Relations at least three (3) business days prior to the requested release date or upon mutual agreement. The three (3) days' notice shall not be mandatory if circumstances preclude advance notice as a result of a compelling matter.
- E. CSEA Annual Conference. No more than two (2) chapter delegates for the first 150 union members and one (1) additional chapter delegate for each additional one-hundred (100) union members shall be granted 50% of their assigned work time to attend the Association's Annual Conference during each twelve (12) month period. For the remaining 50% of assigned work time, Association representatives may choose to have this time deducted from their personal necessity, compensatory time, vacation, or to be taken as leave

without pay. The actual number of delegates is based on the official CSEA guidelines as printed by the state office of the California School Employees Association.

A request for such leave shall be made thirty (30) days in advance to the Chancellor, and it is understood that the Chancellor may deny a request where college operations would be detrimentally affected by granting the leave at the requested time.

- F. The District shall provide the Association a seniority list prior to January 1st of each year. Upon request of the Association, the District shall make available to the Association any changes during the course of the year.
- G. The District shall provide the Association with the names, addresses, and phone numbers of all unit members in accordance with applicable legislation.
- H. A copy of any layoff notice sent to a unit member will be provided to the Chapter President at the same time.
- I. The Association shall have the right to select representatives on any District committee involved in the formulation of District policies and procedures that affect matters involving unit members.

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

- J. The District shall provide release time for CSEA Chapter business, exclusive of all other release time listed under other provisions of this agreement as follows:

Chapter President	20 hours per week
Chapter Vice President	4 hours per week
College/District Vice President	4 hours per week

- 1. The Chapter President and Vice Presidents shall provide their supervisor and the Vice Chancellor, Human Resources and Employee Relations a written schedule of the hours to be used for this release time within five (5) working days of the beginning of the calendar year. This release time is to be scheduled in agreement of their supervisor and to be reasonably set.

2. The Chapter President may reassign any portion of their hours of release time to another unit member for CSEA Chapter business. Reassigned release time is subject to approval by the Vice Chancellor, Human Resources and Employee Relations before the designee uses any release time. The Chapter President will provide their supervisor and the Vice Chancellor, Human Resources and Employee Relations with the revised schedule five (5) working days prior to the reassignment of release time.
  3. Requests for release time shall not be unreasonably denied.
  4. When necessary a replacement for the Chapter President shall be provided at the District's expense to cover the duties of their classification.
- K. Unit members have the right to have Association representation, if requested, for any investigatory interview which may lead to discipline of that unit member. Unit members shall receive notice and opportunity to arrange representation prior to any such meeting. Reasonable release time will be provided to prepare and attend such meetings.
- L. The District will permit up to four (4) union meetings per academic year to be held during normal working hours for the purpose of ratification. In addition, the District will permit one (1) meeting per academic year, not to exceed one hour during normal working hours with one (1) week's advance notice to the District. The District will permit two (2) hours travel time (roundtrip) if the meeting is to be held on a campus other than the unit member's primary work site.
- M. The District shall allow two (2) hours per month scheduled time to fourteen (14) Executive Board Officers of the Association for an Association Executive Board Meeting. In addition, up to two (2) hours travel time (roundtrip) as needed will be provided for those Executive Board Officers traveling to another facility. The Association will provide one (1) week advance notice to the District.
- N. The Chapter President shall be provided a separate, private office with appropriate desk(s), chairs, computer, web camera and microphone, Internet access, phone, printer, locking file cabinet and bookcases.
- O. Upon reasonable advance notice, the District will make a good faith effort to have a conference room or other room available for CSEA meetings with members at other facilities where the CSEA office is not located.

## **Article VII - ASSOCIATION DUES AND PAYROLL DEDUCTION**

- A. It is the mutual intent of the parties that the provisions of this Article protect the rights of individual unit members without restricting CSEA's right to require a union member to pay a fair share of the cost of collective bargaining activities.
- B. The District shall distribute CSEA-supplied membership applications to new hires. The District shall refer all unit member questions about CSEA to the CSEA Chapter President or designee.
- C. No unit member shall be obligated to pay dues to CSEA until the first of the month following 30 calendar days after the unit member first becomes a union member.
- D. All requests for exemptions or revocations must be submitted by the unit member to CSEA's Labor Representative. Notification(s) of exemption(s) or revocation(s) shall be made by CSEA's Labor Representative to the unit member, the local Chapter and the District.
- E. CSEA has the sole and exclusive right to have unit member organization membership dues deducted by the District for union members in the bargaining unit.
- F. The District shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all CSEA union members.
- G. In the event that a unit member hereunder revokes a dues authorization, the District shall deduct service fees until such time as CSEA notifies the District of revocation.
- H. The District shall, without charge, pay to CSEA within the time period required by applicable law all sums so deducted.
- I. Along with each monthly payment to CSEA, the employer shall, without charge, furnish CSEA with an alphabetical list of all unit members in the bargaining unit, identifying them by name, and indicating the amount deducted, if any, and whether such deduction is for dues.
- J. The CSEA shall indemnify, defend and hold harmless the District's Board of Trustees, including each individual Board Member, and employees, agents and representatives of the District against any and all claims, demands, suits or other forms of liability; including, but not limited to, wages, damages, judgments, fees, fines, court costs, attorney fees, and any back pay, penalties or awards resulting from any court, arbitrator or PERB orders, judgments or settlements which may arise by reason of, or resulting from the operation of this Article, except in cases where CSEA seeks redress for the District's failure to comply with the operation of this Article.

The CSEA shall bear all reasonable costs defending against any and all such claims, demands, suits or other forms of liability; including, but not limited to, court costs, attorney fees and all other costs of litigation.

- K. Unit members have the option of requesting payroll deduction to pay for parking fees. Unit member shall not be required to pay additional parking fees for the winter intercession.

## **Article VIII - ORIENTATION AND IN-SERVICE TRAINING**

- A. All orientation and in-service training of classified employees shall be conducted during the period designated by the Board as the work day and work year for those designated employees.
- B. The hours of service for classified employees on days designated for orientation or in-service activities shall be at the same rate of pay as if the classified employees were at their job stations. The employees who are not on duty during the activities shall be compensated for their time and travel if reporting to duty at a later time.
- C. District in-service programs shall be planned by the District. The District will consult with representatives of the Association to discuss such matters.
- D. The District will provide 1.5 hours' paid release time once per month for the CSEA President or his/her designee to attend new employee orientation.

## **Article IX - WORK YEAR**

- A. The normal length of the work year for each position shall not be considered a guarantee of work for any unit member, and the length of the work year is subject to change by the District in accordance with EERA and other applicable laws.
- B. Each position shall have a designated number of working months. The total number of months for each unit member shall not exceed the position's designated work year, unless otherwise modified as outlined in Section D.
- C. The work year for currently filled positions may only be decreased in accordance with the layoff process. In the event the District has a need to modify the work year for a currently filled position, the District shall notify the Association of its intent to do so. The Association will have five (5) working days to notify the District that it desires to negotiate over the proposed change after which the position will be posted.
- D. When it is necessary to assign unit members not regularly assigned to work outside their regular work year, such assignment shall be made on the basis of qualifications for employment in each classification of service which is required. When such assignment is necessary, offers of assignment shall be made to qualified unit members in order of their seniority (as defined in Article XXXI), but no unit member shall be required to accept such assignment. A unit member performing such assignment shall receive, on a pro rata basis, not less than the compensation and benefits which are applicable to the classification during the regular academic year.

## **Article X - HOURS OF WORK**

- A. Subject to Section C below, the length of the normal work day for classified employees who have their time assigned to full-time positions shall be eight (8) hours per day, exclusive of a lunch break. The length of the normal work week for classified employees assigned to full-time positions shall be forty (40) hours. The District may designate certain positions in which service shall be for fewer than eight (8) hours per day or forty (40) hours per week.
- B. The District shall establish the daily beginning and ending times for classified positions. Upon mutual agreement between the District and the unit member to a change in work hours, the District shall provide a ten (10) work day notice to affected unit members before changing their hours of work. By mutual agreement, notice time can be less than ten (10) work days. The District shall provide CSEA with a copy of the Change in Work Days/Hours Request form.

If mutual agreement is not reached, changes to a unit member's daily hours must be negotiated with CSEA or layoff procedures are followed.

- C. Subject to applicable Education Code provisions, the District may classify certain unit members for assignment to ten-hour-per-day, four-day-per-week positions with the concurrence of CSEA. Unit members serving in such positions shall be entitled each year to the same number of total hours of authorized leaves of absence, vacation hours, holiday hours, and fringe benefits as granted to a unit member who works a regular eight-hour, five-day week.
- D. Those unit members starting work at 3:30 P.M. or later shall work a shift with a meal break of thirty (30) minutes included as part of their eight (8) hour shift.
1. Safety and Police Officers shall work a shift with a meal break of thirty (30) minutes included as part of their eight hour shift.
  2. Safety and Police Officers assigned to a ten (10) hour shift or other agreed upon shift, the meal period of thirty (30) minutes shall be included as part of that ten (10) hours or other agreed upon shift.
  3. A unit member who received a shift differential premium on the basis of their shift shall not suffer a reduction in pay, including differential premium, when assigned temporarily to a day shift.
  4. A unit member assigned to a swing shift shall be paid a shift differential premium of two (2) percent above the regular pay for all hours worked. Swing shifts are all shifts beginning on or after 1:00 PM but before 10:00 PM.

5. A unit member assigned to a graveyard shift shall be paid a shift differential premium of five (5) percent above the regular pay for all hours worked. Graveyard shifts are all shifts beginning on or after 10:00 PM but before 2:00 AM.
- E. Unit members regularly assigned six (6) or more hours per day shall be allowed two (2) fifteen-minute rest periods during each day, to be set by their supervisor, one such rest period to be taken during the first half of the shift and one to be taken during the second half of the shift. Rest periods are not cumulative nor can they be combined with the meal break to shorten the work day. Unit members working fewer than six (6) hours shall be entitled to one fifteen-minute rest period during each day. Except in emergencies, rest periods are to be free from interruption.
1. All unit members regularly assigned five (5) or more hours per day shall be entitled to an uninterrupted lunch period. The lunch period shall be unpaid (except as set forth in Section D) and shall be for thirty (30) minutes or sixty (60) minutes, length to be set by a unit member's immediate supervisor and may be modified if mutually agreed upon. The lunch period shall be scheduled near the midpoint of the unit member's work day. Any mutually agreed change to the lunch period requires submission of the Change of Work Days/Hours Request form and is not subject to the negotiation requirement above (Section B).
  2. Unit members assigned to five (5) or more hours per day but no more than six (6) hours per day shall have the option of waiving their right to a 30-minute unpaid uninterrupted lunch period in order to complete their work day if approved by their supervisor.

## **Article XI - TRANSFERS AND PROMOTIONS**

### **TRANSFERS**

- A. For purposes of this article, a “transfer” shall mean a change of location or supervisor within the same classification or position with the same salary range or a voluntary demotion to a classification in a lower salary range. “Arbitrary” shall mean a course of action not based on reason or judgment, but based on personal will or discretion without regard to rules or standards; and “capricious” shall mean subject to, led by, or indicative of a sudden, odd notion or unpredictable change.
- B. Unit members may be transferred by the District to any position at any time such transfer is in the best interest of the District. However, no transfer shall be made for arbitrary or capricious reasons. A unit member affected by a transfer shall be given notice a minimum of five (5) working days before the transfer. A conference will be held to discuss the reason for the transfer. (A “conference” is a formal scheduled meeting for discussion, at a set meeting time and place with reasonable advance notice.) The District agrees that it shall seek voluntary transfers prior to requiring an involuntary transfer, if a vacancy is available. The District agrees that it shall negotiate the effects of the involuntary transfer with CSEA.
- C. A unit member may request a voluntary transfer at any time a vacancy for a transfer is available and such a transfer will serve the District’s best interest.
1. If an existing classified position becomes vacant, HRER will announce the position internally by e-mail five (5) business days before an outside search is initiated. Only permanent unit members who meet the minimum qualifications for the classification will be eligible to apply for transfer.
  2. Applicants will be required to complete:
    - a. Transfer Request Form from HRER
    - b. District Application Form via the Online Applicant Tracking system
  3. Once an internal recruitment posting is completed a formal selection process shall be determined after a review of applicant materials and the number of qualified candidates in the internal applicant pool. Based upon the size of the internal candidate group, HRER and the hiring manager may agree that all qualified candidates shall be referred for hiring consideration before the position is externally advertised. Existing permanent unit members with the same job title as the open position, who apply, will be granted an interview.

4. In the filling of a vacancy the following criteria shall be the basis for decision making as it relates to the vacancy (no ranked order):
  - a. Seniority
  - b. Education, training, and additional skills
  - c. Previous job performance
  - d. Previous work experience
  - e. Qualifications in the Job Description
  - f. On the job training
  - g. Expertise in knowledge, skills, and ability
  - h. Annual Evaluations
  - i. Letters of Recommendation
5. No unit member shall be overtly or indirectly pressured by the District to seek a voluntary transfer.
6. If a voluntary transfer is denied, the unit member shall be provided by HRER with the reasons for the denial within ten (10) working days to ensure the criteria in Section C4 was utilized in the decision making process.
7. Final hiring selection will be at the discretion of the hiring manager and is not grievable.

#### TEMPORARY ASSIGNMENT

- A. During the transfer period the position will be announced for an out-of-class opportunity limited to internal applicants. Out-of-class assignments shall align with provisions under Article XVI.
  1. Final hiring selection will be at the discretion of the hiring manager and is not grievable.

#### PROMOTIONS

- A. For the purpose of this article a “promotion” shall mean a movement upward of at least one grade/range.
  1. Unit members who apply for permanent promotional opportunities and possess the requisite qualifications for the job and have not had an overall evaluation of unsatisfactory on the most recent evaluation, will be invited to a first level interview. The selection of unit members for this job shall be at the sole discretion of the District and shall not be grievable. Whenever possible, in accordance with other District hiring policies, the District will encourage upward mobility of its unit members.

2. The hiring manager and/or HRER staff will review all of the applications for promotion to determine that the internal unit member(s) meet the requirements of the position and they are found to be as qualified as any outside candidate applying for the position.
  
3. If a Promotion is denied at the final level interview, the unit member may request from HRER the reasons for the denial within ten (10) working days to ensure the criteria in Section C4 was utilized in the decision making process.

## **Article XII - PERFORMANCE EVALUATION**

The primary purpose of an evaluation is to recognize the unit member's job knowledge and skills, contribution to the District, to document performance, and to inform the unit member of the areas where performance improvement is needed.

- A. Evaluation of unit members shall be conducted by the unit member's immediate supervisor. The performance of unit members shall be reviewed and evaluated as follows:
1. Permanent unit members shall receive a written evaluation at least once each year, which shall normally occur during the month of the unit member's anniversary date (See Article XIV, Section I, 1. for explanation of "Anniversary Date"). One additional evaluation may be requested by the unit member each year.
  2. A formal written evaluation of the unit member's total job performance, other than the regular annual evaluation, shall first be approved by the Chancellor or their designee. It is understood that the foregoing does not apply to any follow-up evaluation which is provided for in the regular annual evaluation.
  3. Probationary unit members shall receive written evaluations at the end of the second month and each third month thereafter during the probationary period.
  4. Marks, comments, suggestions, and dates must be made either in ink or by word processing equipment. Signatures of the evaluator and the unit member must be in ink or be electronic signatures. If changes are made, the original mark or comment may be crossed out and the correction initialed by the unit member and supervisor. Any supporting documentation shall be signed by the supervisor and the unit member. All documents shall be reviewed at the time of the evaluation report.
- B. As part of the annual evaluation process, each unit member may provide a self- evaluation that assesses their own performance in accordance with the appropriate form designated for this purpose. The self-evaluation shall be shared with their immediate supervisor and will become part of the evaluation report.
1. All evaluations shall be signed by the supervisor and reviewed and countersigned by the reviewing administrator prior to discussion with the unit member.
  2. Prior to the initial evaluation of a probationary unit member, the supervisor shall meet with the probationary unit member to discuss the purpose, criteria, procedures, and timelines for the evaluation.

3. The supervisor shall discuss with the unit member the final contents of the evaluation and shall provide the unit member with a copy at this time. The evaluation form shall be signed and dated by the unit member; however, the unit member's signature indicates only that the unit member has seen the evaluation and does not necessarily indicate concurrence with the evaluation.
  4. If the evaluator has been the supervisor of the unit member for a period of two (2) months or less, then the evaluation will be delayed for two (2) additional months. This provision does not apply to promotional and probationary unit member.
- C. Only the evaluation procedure, and not the evaluation itself, shall be grievable under this Agreement.
- D. In the event the supervisor assigns a rating of "improvement needed" or "unsatisfactory," the supervisor shall include an explanation of the reason(s) for such markings, and provide written expectations for ways to improve performance. The foregoing shall not apply where the supervisor is recommending termination of a probationary unit member. The purpose of written expectations is to assist the unit member in developing and implementing improvements to the areas of deficiency noted by the immediate supervisor and to assist the unit member in making improvements. Expectations shall be outlined and discussed with the unit member to give opportunity for improvement.
- E. The supervisor and unit member may agree on goals for the subsequent evaluation period. Said goals shall relate directly to the unit member's assigned duties or align with specific professional development goals.
- F. A copy of the final evaluation shall be placed in the unit member's personnel file only after all requisite signatures have been obtained thereon, and only this original signed copy shall be considered the official copy. The unit member may submit comments or a rebuttal statement regarding the evaluation if the unit member believes the evaluation is incorrect. The unit member's submittal shall be attached to the evaluation, included in the permanent personnel file and a copy sent to the supervisor. The unit member shall have fifteen (15) working days from the evaluation meeting in which to submit their statement in this regard. Further, a unit member may, within fifteen (15) working days of the evaluation meeting, request a conference with the reviewing administrator for purpose of asserting that the evaluation contains specific statements which are false. In such event, said administrator shall meet with the unit member as soon thereafter as is reasonably possible. The evaluation shall not be placed in their personnel file until such meeting has been held.

## **Article XIII - PERSONNEL FILES**

- A. Personnel files of classified employees shall be maintained at the District Human Resources and Employee Relations office. Such files shall be available for inspection as set forth hereafter. There shall be no right of inspection to any other files relating or pertaining to classified employees which may be kept by individual administrators or others. Disciplinary actions taken against a unit member may be based only on materials contained or placed in the personnel file and such materials may not be more than two (2) years old.
- B. Every unit member shall have the right to reasonably request to inspect his or her personnel file and shall be released from duty for this purpose when his/her department can reasonably accommodate the request. Personnel file material which may not be inspected includes such materials as ratings, reports, or records which were obtained in conjunction with the employment or promotional processes. All classified employees who want to inspect their personnel file shall ordinarily make an advance appointment.
- C. Information of a derogatory nature, except materials mentioned in B above, shall not be entered or filed unless and until the unit member is given notice and the opportunity to review and comment thereon. A unit member shall have the right to enter, and have attached to any such derogatory statement, his or her own comments thereon. Such review shall take place during business hours, and the unit member shall be released from duty for this purpose without salary reduction.
- D. All material in the personnel file shall indicate the date it was prepared and who was responsible for its preparation.
- E. Personnel files shall be available for review by his or her CSEA representative, if authorized in writing by the unit member. Any further review shall require an additional, specific authorization.
- F. Classified employees shall have the right to enter into their personnel file letters of commendation and/or certificates of exemplary performance from District administrators.

## **Article XIV - SALARIES**

- A. The hourly, monthly and annual salary rate schedules for unit member are set forth in Exhibits A, B and C.
- B. The salary of positions in which service is fewer than eight (8) hours per day or forty (40) hours per week shall be prorated accordingly.
- C. The rules for computing the amount of each salary payment are as follows:
  - 1. Paychecks for all full-time unit member working 10, 11, or 12 months will be in accordance with Exhibit B with 10, 11, or 12 equal checks, respectively, one each month.
  - 2. Paychecks for less than full-time unit member will be computed on the same basis as those of full-time unit member at a pro rata rate. For all computations involving less than full months, the month will be assumed to consist of 21.67 working days, in order to establish a daily rate.
  - 3. Paychecks for hourly and other part-time unit member will be computed on the basis of range and step placement as shown in Exhibit B to be divided by 173.33 hours per month to arrive at an hourly rate as set forth in Exhibit A.
  - 4. Any unit member who works a partial pay period will be paid only for those hours worked.
  - 5. The paycheck for the last pay period in which a unit member is in a paid status will reflect payment only for the hours worked and any and all necessary adjustments.
- D. Unit members who must travel in the course of employment between duty stations in their own vehicle during duty hours will receive mileage compensation at the rate per mile which is allowed by the Internal Revenue Service for income tax deduction purposes at the time of the travel.
- E. Monthly unit members are paid according to the Salary Schedule for Classified employees (Exhibit B). Paychecks for monthly unit member shall be available on the last working day of the month.

Monthly unit member are those unit member who are in regular positions which require either twenty or forty hours of work each week.
- F. Regular unit member are paid according to the Salary Schedule for Classified Employees - Hourly Rates (Exhibit A).

G. Salary increases for the duration of the contract:

In the event any recognized full-time unit member group in the District receives an “across-the-board” (i.e., applicable to all bargaining unit members) salary increase higher than the salary increase set forth in the Collective Bargaining Agreement during the period of July 1, 2021 to June 30, 2024, including Cost of Living Adjustment (COLA), the salary schedules set forth in this Agreement will receive the same across-the-board salary increase.

H. Changes in Step Placement

1. Anniversary Date: Changes in step placement through Step 5 shall be provided annually to unit member covered by this Agreement. For unit members hired on or before the 15th day of the month, the annual change in step placement shall be effective on the first day of the month in which the unit member was hired. For unit member hired after the 15th day of the month, the annual change in step placement shall be effective on the first day of the month following the month in which the unit member was hired.
2. Annual step placement changes shall apply to Exhibits C.
3. Anniversary date shall be adjusted for any period of non-paid leave of more than thirty calendar days, excluding applicable protected leaves.
4. The following examples are provided to serve as a guide to step placement: EXAMPLES:

<u>Date of</u> <u>Employment</u> <u>(Step 1)</u>	<u>Date of</u> <u>Change to</u> <u>(Step 2)</u>	<u>Date of</u> <u>Change to</u> <u>(Step 3)</u>
5-12-03	5/1/04	5/1/05
5-16-03	6/1/04	6/1/05

I. Longevity steps 6, 7, 8, and 9

1. Eligibility for longevity steps shall be as follows:
  - a. Unit members who have completed 10 years of permanent service in the District shall be eligible for step 6. Such step to be 2.5% above step 5.
  - b. Unit members who have completed 14 years of permanent service in the District shall be eligible for step 7, as computed in (a) above.
  - c. Unit members who have completed 19 years of permanent service in the District shall be eligible for step 8, as computed in (a) above.
  - d. Unit members who have completed 25 years of permanent service in the District shall advance to step 9, computed at 2.5% beyond step 8.

2. The month in which a change of salary step placement is effective shall be in accordance with the provisions of Section H, above.
- J. At its discretion, the District may place a new unit member at any step on the salary range schedule.
- K. Due to the uncertainty of the District's budgeting during the ongoing COVID-19 pandemic, CSEA and the District agree to increase classified salary schedules as follows:
1. Effective July 1, 2021  
COLA to the extent funded by the State + the right to negotiate a meaningful percentage of any increased State (General Fund) funding received by the District commensurate with the central role of classified professionals in delivering services to students, faculty, and staff.
  2. Effective July 1, 2022  
COLA to the extent funded by the State + the right to negotiate a meaningful percentage of any increased State (General Fund) funding received by the District commensurate with the central role of classified professionals in delivering services to students, faculty, and staff.
  3. Effective July 1, 2023  
COLA to the extent funded by the State + the right to negotiate a meaningful percentage of any increased State (General Fund) funding received by the District commensurate with the central role of classified professionals in delivering services to students, faculty, and staff.

## **Article XV - OVERTIME PAY**

- A. In determining a unit member's eligibility for overtime pay, all paid status time shall be considered as time actually worked. This includes sick leave, industrial accident leave, paid vacation and holidays, or any other paid leave, in addition to actual time worked.
- B. Hours worked above eight (8) in any day or forty (40) in any week are overtime. The District will compensate for overtime at a rate one and one-half times the hourly rate set forth in Exhibit A. However, in the case of a unit member working a four-day, ten-hours-per-day schedule, overtime shall be paid for hours in excess of ten (10) hours per day or forty (40) hours per week.
- C. Any unit member called back to work outside of their regular assignment shall be compensated for at least two (2) hours of work or the hours actually worked, whichever is greater, at the appropriate rate of pay.
- D. When compensatory time off ("CTO") is authorized by the District for the period of July 1 to June 30, in lieu of cash compensation, such time must be taken by the succeeding August 31, or be compensated for in cash by September 30 of the succeeding year. CTO shall be earned at a rate of 1.5 hours for each overtime hour worked.
- E. No overtime hours shall be worked without specific authorization from the unit member's supervisor.
- F. Except when there is an emergency, the District shall make every effort to inform a unit member before assigning overtime if compensatory time in lieu of overtime payment will be available for overtime worked. The unit member and the District may subsequently mutually agree to change the overtime worked from compensatory time to pay or vice versa.
- G. Unit members assigned to one location who are required by the District to report to, or work at, a different location at a time before or after the end of their shift shall be paid overtime for said work.
- H. Any unit member who works in excess of four (4) hours overtime in a regular work day shall be compensated at the rate of two times the regular rate.
- I. A unit member required to be placed in an on-call status shall be compensated with one-half day's salary per day while in an on-call status. Unit members in an on-call status will be able to begin work immediately and within 30 minutes travel time to their normal work station.
- J. A seniority list of all unit members in the bargaining unit for each department shall be maintained.

- K. At such time as the District identifies an overtime need in a department then the District shall offer said overtime to qualified unit members who meet minimum qualifications on a rotational basis as follows:
1. The first offer to overtime in a department shall be made to the most senior unit member in that department who has completed their regular shift. Should that unit member decline the offer of overtime, the unit member then waives their overtime right for the remainder of that particular rotation. The offer shall then be extended to the next most senior unit member on the departmental list. This process shall continue until such time as the offer of overtime is accepted by a unit member within the department.
  2. For the next identification of overtime need by the District, the District shall offer overtime to the most senior departmental unit member on duty on the seniority list who was not offered the immediately preceding departmental overtime opportunity. Should that unit member decline the offer of overtime, then the offer shall be extended to the next most senior unit member on the seniority list. This process shall continue until such time as the offer of overtime is accepted by a unit member within the department.
  3. Should a unit member on an approved leave become eligible for an identified overtime opportunity, then that unit member shall be the first unit member to be offered the next overtime opportunity which becomes available following their return to work.
  4. Should the department be unable to contact a unit member following the identification of an overtime need, then that unit member shall be the first unit member offered the next overtime opportunity which becomes available.
  5. Notwithstanding the foregoing, there may be situations which require a department to offer an overtime opportunity to a unit member other than the next eligible individual on that department's seniority list (e.g., an emergency situation), then the department shall advise Human Resources and Employee Relations of this matter within 72 hours of its occurrence. Human Resources and Employee Relations will then review this matter with CSEA Chapter #535.
- L. Police Officer Overtime shall be administered as set forth in Exhibit G.

## **Article XVI - ASSIGNMENT OF UNIT MEMBERS**

- A. The District shall have the authority to assign each unit member. Such assignment shall be made in accordance with the unit member's qualifications and the needs and best interest of the District.
- B. A unit member, assigned by the District to perform inconsistent duties unique to an existing higher classification for a period of time which exceeds five (5) working days within a fifteen-calendar-day period, shall be paid on the salary range assigned to the higher classification on the step which will provide for a minimum increase of 5% over the unit member's regular salary. The District may provide additional compensation for experience and education beyond the minimum required for the higher classification. The higher pay rate will be in effect for the period the unit member is required to work in the higher class. The District shall attempt to provide equity in assigning out-of-class work.

It is the intent of this section to permit the District to temporarily work unit members outside of their normal duties but in doing so to require that some additional compensation be provided the unit member during such temporary assignments.

Where any unit member(s) is/are working temporarily in a higher vacant classification, the duration of the assignment shall not exceed 960 hours for all unit member assigned to the vacancy that is in recruitment.

Where any unit member(s) is are working temporarily in a higher classification where no recruitment exists, the total combined duration of the assignment shall not exceed eighteen (18) months for all unit members assigned. At the end of the eighteen (18) month period, the duties shall cease or a vacancy created and recruited, unless the unit member is filling an assignment for a unit member that is out on a protected leave.

- C. In cases where a unit member is reassigned to a different classification of an equal or lower salary range, the unit member shall be permitted to retain the step they held in the former classification.
- D. Documentation of the temporary work assignment shall be placed in the unit member's personnel file. Such temporary experience shall be accepted as work experience when the unit member applies for any future position.
- E. Unit members shall continue to gain seniority and retain permanence in their current classification while serving in any temporary assignment.
- F. For the purposes of layoff, no unit member shall have any expectation of permanence or accrued seniority in any temporary assignment created under this section.

- G. Any reassignment of a permanent unit member to a different classification with an equal or lower salary range shall be in accordance with the applicable Education Code provisions.
- H. RECLASSIFICATION: As defined in California Education Code 88001, reclassification means the upgrading of a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in that position. If a unit member believes their duties have gradually increased, the unit member may submit a request for reclassification in accordance with Board Policy and Administrative Procedure
- I. REVIEW PROCESS: The process will provide for positions to be reviewed when it can be demonstrated that there has been a significant change(s) in duties, responsibilities and accountability.
- J. CONCLUSION: At the conclusion of the process, the unit member will be provided written notification of the determination.
- K. Any dispute in this article between the parties shall be subject to grievance procedure.

## **Article XVII - PROBATIONARY AND PERMANENT STATUS**

- A. Newly hired unit members shall serve a probationary period of six (6) months or 130 days of paid service, whichever is longer. Full-time peace officers, who have not completed a one-year probationary period with a POST certified agency, shall serve a probationary period of not less than one-year of paid service from their date of appointment to that full-time position.
- B. A probationary unit member may be demoted, suspended, or dismissed at any time during the probationary period at the discretion of the District and such action shall not be subject to the grievance procedure or any other District review procedure.
- C. A unit member who is promoted shall serve a probationary period of six (6) months or 130 days of paid service, whichever is longer, in the higher classification. A unit member promoted to a full-time peace officer position shall serve a probationary period of not less than one-year of paid service from their date of appointment to that full-time position.
- D. A unit member who is transferred into a classification in which the unit member has not previously completed a probationary period, shall serve a probationary period of six (6) months or 130 days of paid service, whichever is longer, in the new classification.
- E. Unit members on the 39/63 month re-employment list who are placed in a different classification than the one previously held shall serve a probationary period of six (6) months or 130 days of paid service, whichever is longer. A reemployed unit member who is found unsatisfactory in the new classification shall be returned to the 39/63 month reemployment list to conclude the time remaining on the list.
- F. A permanent unit member who is serving a probationary period as a result of promotion or transfer and who is found unsatisfactory in the new classification shall be reinstated in permanent status in the former classification, unless there is cause for dismissal from the District. Any decision to reinstate a unit member to their former classification shall not be grievable or subject to any other District review procedure.
- G. A regular unit member in a classified position shall have the opportunity to self- elect to return to their former position within two (2) months of the date of promotion or transfer to the new position. When such a unit member returns to their former position, the unit member who replaced them shall be required to return to their former position and so on.
- H. Unit members returning to their former position shall have their rate of pay adjusted accordingly and return to the rate of pay received in the former position.

**Article XVIII – HOLIDAYS AND COLLEGE CLOSURE DAYS**

- A. All unit members covered by this Agreement shall be entitled to the following paid holidays except those unit members working in positions where they are required to work exclusively on weekends and holidays in accordance with Education Code Section 88204, provided they are in paid status during the working day of their normal assignment immediately preceding or succeeding the holiday:

NOTE: DATES CONTINGENT UPON APPROVAL OF ACADEMIC CALENDAR

Holiday	FY 2021/2022	FY 2022/2023	FY 2023/2024
Independence Day	July 5, 2021 (M) (Observed)	July 4, 2022 (M)	July 4, 2023 (T)
Labor Day	September 6, 2021 (M)	September 5, 2022 (M)	September 4, 2023 (M)
Veterans Day	November 11, 2021 (Th)	November 11, 2022 (F)	November 10, 2023 (F)
Thanksgiving day	November 25, 2021 (Th)	November 24, 2022 (Th)	November 23, 2023 (Th)
Day after Thanksgiving	November 26, 2021 (F)	November 25, 2022 (F)	November 24, 2023 (F)
Christmas Day	December 24, 2021 (F) (Observed)	December 26, 2022 (M) (Observed)	December 25, 2023 (M)
Admissions Day (Observed)	December 27, 2021 (M)	December 27, 2022 (T)	December 26, 2023 (T)
College Closure days after Christmas Holiday	December 28/29/30, 2021 (T/W/Th)	December 28/29/30, 2022 (W/Th/F)	December 27/28/29, 2023 (W/Th/F)
New Year's Day	December 31, 2021 (F) (Observed)	January 2, 2023 (M) (Observed)	January 1, 2024 (M)
Martin Luther King Jr. Day	January 17, 2022 (M)	January 16, 2023 (M)	January 15, 2024 (M)
Lincoln's Birthday	February 18, 2022 (F)	February 17, 2023 (F)	February 16, 2024 (F)
Washington's Birthday	February 21, 2022 (M)	February 20, 2023 (M)	February 19, 2024(M)
César Chávez Day	March 31, 2022 (Th)	March 31, 2023 (F)	April 1, 2024 (M) (Observed)
Memorial Day	May 30, 2022 (M)	May 29, 2023 (M)	May 27, 2024 (M)

- B. Before Board action on the academic calendar for each year, the CSEA President will be provided a copy and the opportunity to comment thereon. Copies of the final calendar shall be made available to all CSEA members.
- C. When any unit member is required to work on any of the said holidays, they shall be paid one and one-half times the normal rate of pay, in addition to the regular pay received for the holiday. (See Article XV.)
- D. Unit members shall receive holiday pay at their regular pay rate, for the same number of regular hours scheduled to work that day, if the District's designated holiday falls on a day the unit member is scheduled to work.

- E. In the event the District requires any unit member to work a workweek other than Monday through Friday, and as a result thereof the unit member loses a holiday to which they would otherwise be entitled, that unit member shall be provided a substitute holiday, to be scheduled and taken within the same pay period.

For part-time unit members, the number of holiday hours they are entitled to shall correspond with the number of hours in the unit member's workday when the holiday is observed.

## **Article XIX - VACATIONS**

- A. Earned vacation may not be taken until a minimum of one (1) month of service has been completed. Unit members hired on or before the fifteenth of any given month shall be assumed to have earned one (1) day of vacation for that month; employees hired after the fifteenth of any month may not use that month toward computation of the one (1) month minimum of service.
- B. During the first five (5) years of continuous service with the District, each regular unit member shall earn one (1) day of vacation for each full month in a paid status.
- C. After completion of five (5) continuous years of service to the District, a unit member shall earn 1.25 days of vacation for each full month in a paid status for a maximum yearly vacation of fifteen (15) days.
- D. After completion of ten (10) continuous years of service to the District, a unit member shall earn 1.834 days of vacation for each full month in a paid status for a maximum yearly vacation of twenty-two (22) days.
- E. Unit members shall be paid at their current rate that is in effect when the vacation is taken.
- F. Vacations are not accumulative and must be taken in the fiscal year following the year earned. In any case where the District and the unit member agree that vacation will not be taken in the foregoing manner, the unit member shall receive cash compensation for the days of vacation earned but not taken. The cash compensation shall be paid on the first warrant after August 31st of the fiscal year following the year in which the vacation was earned.
- G. A unit member terminating for any reason after the completion of the initial six (6) months of employment shall be paid for any unused vacation earned. Such payment shall be at the rate in effect on the unit member's last working day before termination.
- H. Vacations shall be scheduled by the District with consideration being given to the needs of the District and the preference of the unit member. All vacations must be approved in advance. When two (2) or more unit member in the same department apply on the same day for vacation for the same period of time, preference shall be given to the senior unit member(s), as defined in Article XXXI, if at least one (1) but not all such unit member can be granted vacation for such period of time. If one (1) or more holidays fall within a scheduled vacation period, vacation will not be charged on the day designated as a holiday.

- I. Unit members assigned to positions of fewer than twelve (12) months must take vacation during the period between their first and last day of regular paid status.
- J. Part-time regular unit members shall receive vacation pay on a prorated basis. Appropriate proration is based on Full-Time Equivalent (FTE) multiplied by eight (8).  $FTE = \text{Regular hours scheduled per week} \div 40$
- K. Unit members may interrupt or terminate vacation leave in order to begin another type of paid leave without a return to active service, provided the unit member supplies adequate notice and relevant supporting information regarding the basis for such interruption or termination to Human Resources and Employee Relations for review.
- L. If a unit member is terminated and has been granted vacation which has not yet been earned at the time of termination of their services, the District will deduct from the unit member's final check the full amount of salary which has been paid for such unearned days of vacation taken.

## **Article XX - PAID LEAVES OF ABSENCE**

- A. The following provisions apply to paid leaves of absence.
1. Time spent on paid leave shall not constitute a break in service.
  2. All unit member leaves under this Article shall be considered leaves with pay, and a continuation of all job benefits shall be paid by the District.
  3. When all applicable leaves, paid or unpaid, have been exhausted, and the unit member is not immediately able to assume the duties of their position, the unit member may be terminated and placed on a reemployment list for a period of thirty-nine (39) months. At any time during the prescribed thirty-nine (39) months, when the unit member is able to assume the duties of their position, the person shall be employed in the first vacant position in the classification of the person's previous assignment, unless such vacant position is reserved by law to a unit member who has been laid off. A person on a reassignment list who has been medically released to return to duty, and who fails to accept and report for an assignment in the previous class within ten (10) working days of receipt of the offer, may be dismissed.
  4. For purpose of this article, leave entitlements shall be deducted based on the number of hours of the unit member's workday.
  5. An Absence Affidavit shall be completed by the unit member to account for all leave hours taken upon return to work.

B. **Leave for Illness or Injury (Sick Leave)**

Every unit member employed five (5) days a week by the District shall be entitled to twelve (12) days leave of absence for illness or injury and such additional days, in addition thereto, as the governing Board may allow for illness or injury, exclusive of all the days the unit member is not required to render service to the District, with full pay for a fiscal year of service. A unit member, employed five (5) days a week, who is employed for less than a full fiscal year, is entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of months the unit member is employed bears to twelve (12) and the proportionate amount, consistent with this formula, of such additional days, in addition thereto, authorized by the Governing Board for unit members employed five (5) days a week for a full fiscal year of service. A unit member employed less than five (5) days per week shall be entitled, for a fiscal year of service, to that proportion of twelve (12) days leave of absence for illness or injury as the number of days the unit member is employed per week bears to five (5) and is entitled to the proportionate amount, consistent with this formula, of such additional days, in addition thereto, authorized by the Governing Board for unit member employed five (5) days a week for a full fiscal year of service.

1. Sick leave is cumulative, with no maximum limit set. Accumulated sick leave and the balance of sick leave for the current fiscal year may be used at any time. Should the unit member use these days and then leave employment of the District before sick leave is earned, a salary deduction will be made on the final salary warrant.
2. At the beginning of a fiscal year, unit member shall be credited with the number of days of sick leave they shall earn that year except for probationary employees, who are entitled to only six (6) days of sick leave before serving six (6) months.
3. One-half of the unit member's annual accrual of sick leave is considered protected leave and may be used for any illness or injury for the unit member or family members as identified in Article XX.F of the CBA.

If the need for sick leave is foreseeable, a unit member must give the immediate supervisor advance written or oral notice as soon as it becomes known but no later than one (1) hour before the start of their work shift. If the need for sick leave is not foreseeable, the unit member shall provide to the immediate supervisor written or oral notice of the need for sick leave as soon as practicable. Unit members shall provide oral notices to a designated phone number which the department shall provide to unit members.

The District may require that unit members provide a physician's certification to support any absence beyond one-half of the unit member's annual accrual of sick leave in the preceding 12-month period in any of the following circumstances:

- a. The unit member is absent for three (3) or more consecutive days; or
- b. The District has a reasonable belief, there is an abuse of sick leave by the unit member

The unit member shall provide the physician's certification in support of the absence to a Human Resources and Employee Relations (HRER) representative.

4. The District may require unit members provide a physician's written release to return to work if there is a reasonable belief that the unit member's medical condition would either: (1) impair the unit member's ability to perform their essential job functions; or (2) pose a direct threat (i.e., significant risk of substantial harm that cannot be reduced or eliminated by reasonable accommodation) to the safety of the unit member or members of the District community in the unit member's workplace. The District shall advise the unit member of the need to submit the release to return to work in advance. The release to return to work shall be submitted to a Human Resources and Employee Relations (HRER) representative. Any co-pay, or other reasonably related medical

expense not covered by the unit member's medical insurance, paid by the unit member to obtain a physician's written release to return to work shall be reimbursed by the District. The District also reserves the right to require a physical or mental examination, at the District's expense, by a physician designated by the District.

5. Return for limited duty or normal work schedule accommodations shall be subject to the interactive process for reasonable accommodations. FMLA Certification/Recertification guidelines are provided in Article XXI.F of the CBA. HRER shall store securely and keep confidential all medical documentation provided to HRER by the unit member, including but not limited to a physician's certification of illness/injury or release to return to work.
6. Any unit member who has been an employee of another California public school or community college district for a period of one calendar year or more, and who is employed by this District within one year of termination from such other district, shall have earned sick leave in the previous district transferred to this District.
7. A unit member who has used all sick leave and is absent due to illness or injury shall have additional days of absence charged against any accumulated vacation days or compensatory time off accumulated as a result of overtime worked. Except as required by Section D, the unit member may elect to use the benefits of Section C below prior to the operation of this section.
8. An illness or injury absence shall be an absence of the unit member due to illness or disabling condition which prevents the unit member from performing their assigned functions including: physical or mental illness, medical, dental or psychiatric appointments that cannot be reasonably met during out-of-work hours, and any physically disabling condition, including pregnancy disabilities, which prevents the unit member from performing assigned duties.
9. Sick leave shall be taken in increments of not less than one-half hour.

C. Extended Illness or Injury Leave (Paid Leave)

At the beginning of each fiscal year, unit members shall be credited with a total of not less than one hundred (100) working days of non-cumulative paid sick leave, including days to which the unit member is entitled to under Section B of this Article. These days of paid sick leave, shall be compensated at not less than 50% of the unit member's regular salary and shall be exclusive of any other paid leaves, holidays, vacation, or compensatory time to which the unit member may be entitled.

When a unit member has been ill or injured for an extended period of time and accumulated sick leave is not available, or the unit member makes the election provided below, the unit member shall be paid fifty percent (50%) of the unit

member's regular salary. The one hundred (100) working days period begins for any illness or injury in any fiscal year on the day of absence following the last day of sick leave earned during the year.

A unit member with more than twenty (20) days accumulated sick leave may elect as of the twenty-first (21st) day of absence or thereafter to receive this extended illness benefit and not use up their remaining accumulated sick leave account while receiving this benefit. Any such election must be in writing.

When a unit member is on extended illness or injury leave as defined in this section and is not available to complete the absence affidavit, the immediate supervisor may report leave hours taken on behalf of the unit member as necessary and provide a copy of the submission to the unit member

D. Industrial Accident and Illness Leave (Paid Leave)

Permanent unit member covered by this Agreement who are absent from duty because of industrial accident or illness which meets the standards for qualifying for worker's compensation shall be granted all allowable industrial accident and illness leave for not more than sixty (60) working days in any fiscal year for the same accident or illness. Such allowable leave shall not be accumulative from year to year.

1. A unit member shall be deemed to have recovered from an industrial accident or illness and thereby able to return to work at such a time as the unit member's physician verifies that there has been such a recovery. In the absence of such verification, the District may nonetheless, at its own expense, obtain the opinion of another physician to determine if the unit member is able to return to work.
2. When a unit member is absent from duties on account of an industrial accident or illness, the unit member shall be paid such portion of the salary due such unit member for any month in which the absence occurs as, when added to the unit member's temporary disability indemnity, will result in a payment to the unit member of not more than such unit member's full salary.
3. The District shall issue the unit member appropriate salary warrants for payment of the unit member's salary and shall deduct normal retirement and other authorized contributions. The District will receive temporary disability pay related to the unit member directly from the Worker's Compensation carrier.
4. Any unit member receiving benefits under this section shall, during the period of injury or illness, remain in the state of California unless otherwise authorized by the District.
5. Reporting industrial accidents and industrial illness shall be the responsibility of the unit member so afflicted. Such report shall be made to the unit member's department within twenty-four (24) hours

of the time of the accident or the start of the illness, unless exceptional circumstances preclude such notification.

6. Upon termination of the sixty (60) working days of leave authorized by this section, and if the absence continues, the unit member may use that portion of accumulated sick leave, vacation leave, compensatory time or other Paid Leaves to maintain income equal to the regular salary paid by the District. However, a unit member may not receive income in an amount which exceeds that unit member's regular salary.

#### SWORN OFFICERS/LINE OF DUTY

Sworn police officers who become disabled by an injury or illness arising during the pursuit, prevention or intervention of a crime in the course of their duties, shall be entitled to a leave of absence while disabled and temporary disability payments which would be payable under the workers' compensation provisions of the Labor Code. The District agrees to remove the maximum weekly amount of the tax exempt workers' compensation temporary disability benefits for sworn officers.

For the purpose of submitting such workers' compensation claims, when calculating prior earnings amounts, District shall use the average weekly income from all sources, including overtime and paid leave, accumulated during the last 12 months.

#### E. Personal Necessity Leave (Paid Leave)

1. A unit member shall be entitled to use seven (7) days of accrued sick leave during each school year in cases of personal necessity.
  - a. Personal necessity leave for which advance authorization is not necessary shall include any of the following:
    - (1) An accident or act of God involving the unit member's property or the person or property of a member of the unit member's immediate family or imminent danger to the home of a unit member. Such accident or imminent danger must be serious in nature, involve circumstances the unit member cannot disregard, and require the attention of the unit member during such unit member's assigned hours of service.
    - (2) An illness of a member of the unit member's immediate family as defined in this agreement, serious in nature, which under the circumstances the unit member cannot disregard, and which requires the attention of the unit member during such unit member's assigned hours of service.
    - (3) In the foregoing cases the unit member shall notify the District as soon as is reasonably possible.
  - b. Personal necessity leave requiring advance authorization before being absent from duty shall include the following:
    - (1) Required court appearances in actions in which the District is not involved or as a witness in a court action pursuant to subpoena.
    - (2) Recognized days of observance of a unit member's personal

faith. Personal necessity leave for such purposes shall be granted only when attendance at such unit member's place of work would make impossible observance of that recognized day by the religious worship called for by the unit member's faith.

- (3) Personal business of the unit member which is serious in nature includes circumstances the unit member cannot disregard, and requires the attention of the unit member during assigned work hours. A request for such leave must be submitted three (3) work days in advance of the requested leave date and shall be limited to no more than three (3) of the total leave days available for personal necessity. No more than five percent (5%) of the unit members covered by this Agreement may use personal necessity leave in this manner on the same work day.
  - (4) Leave for purposes of adopting a child or caring for a newborn child.
  - (5) The death of a member of the unit member's immediate family when the number of days of absence exceeds the limit provided in Section F of this article.
2. The following limits and conditions are placed upon allowing a personal necessity leave and personal necessity leave pay:
- a. The days allowed shall be deducted from and may not exceed the number of full-pay days of sick leave to which the unit member is entitled.
  - b. The personal necessity leave shall not be granted during a scheduled vacation or a leave of absence.

- c. Payment for such absence shall be made only upon completion of a written request by the unit member to the District setting forth the reason for the absence and that such absence was due to a situation designated as a personal necessity within the meaning of this section.
- d. No personal necessity leave shall be in increments of less than one-half hour.
- e. Personal necessity leave shall not be used to compensate any unit member whose absence results from participation on a strike, work stoppage, work slow-down or other forms of labor disturbances.

F. Bereavement Leave

A leave of absence with pay and without deductions from accumulated sick leave, not to exceed three (3) days, shall be granted to a unit member when any member of the unit member's immediate family dies. In the event of the death of a unit member's parent, spouse, or child, said leave shall be up to five (5) days. Two (2) additional days will be granted to a unit member if travel of more than two hundred and fifty (250) miles one (1) way or out-of-state from the unit member's home is required because of the death of any member of the unit member's immediate family.

At the discretion of the immediate supervisor, additional days of leave, whether paid or unpaid, for bereavement purposes may be granted by the District. "Immediate family" is defined, for purposes of bereavement leave, to mean those relatives or step-relatives bearing the following relationships to the unit member or the unit member's spouse: son, daughter, spouse, mother, father, sister, brother, grandchild, guardian, foster child, foster parent, grandparent, father-in-law, mother-in-law, daughter-in-law, son-in-law, stepchild, uncle, aunt, niece, nephew, or any person living in the unit member's household.

At the discretion of the District, other relatives of the unit member or unit member's spouse may be considered as immediate family by the District for purposes of bereavement leave. In order to receive bereavement leave benefits, a unit member must notify their supervisor prior to the start of the unit member's regular work shift unless such notification is not feasible. In such case notification shall be made as soon as is feasible. Upon request, after the return of a unit member from bereavement leave, the District may require necessary proof that the unit member met the requirements of eligibility for bereavement leave.

G. Jury Duty

A unit member shall be entitled to up to thirty (30) calendar days of paid leave for jury duty when legally summoned to such duty subject to the conditions stated herein. The District may provide additional jury leave days beyond the thirty (30) provided above. A copy of the summons to serve as a juror must be submitted to Human Resources and Employee Relations and immediate supervisor.

In the event a court of competent jurisdiction decrees that under state law the District must provide more than thirty (30) calendar days of paid leave, the District shall change its policies to conform to the law. Upon request of any unit member summoned to jury duty, the District shall provide a letter to the unit member stating the District's policy with respect to the amount of paid leave allowed.

Any fee received by the unit member for service as a juror, except for mileage reimbursement, shall be signed over to the District. A copy of an official court form signed by the court clerk verifying the days and hours of duty rendered must be submitted to Human Resources and Employee Relations. Upon verification of jury service, the unit member shall receive his/her regular salary for the period of absence attributable to that service. On any day the unit member is dismissed from jury service with two or more hours remaining in their work shift at the District, or if the unit member is not required to report for jury service until two or more hours after the start of their work shift, the unit member shall report to the supervisor for duty in the District. Any exceptions to the foregoing must be approved by the Chancellor.

A unit member whose work hours in the District are other than 8:00 a.m. to 4:30 p.m., Monday-Friday shall be temporarily reassigned to those hours for the duration of that unit member's jury service.

H. Military Service Leave

When unit members are called to temporary military service, they shall be released without loss of salary for the term of temporary duty, not to exceed thirty (30) calendar days in any calendar year, except as provided in Board Policy.

An official copy of the orders requiring the unit member's military service shall be provided to Human Resources and Employee Relations and immediate supervisor in advance of such leave.

I. Maternity Leave

The District shall provide a leave of absence from duty for the unit member who is required to be absent from duties because of a disabling condition of a pregnancy, miscarriage, childbirth, and recovery there from. Such disabling condition shall be defined in Article XX, B, 8, of this Agreement. Such leave should be charged to accumulated sick leave. The length of the leave of absence, including the date on which the leave shall commence and the date on which the unit member shall resume duties, shall be determined by the unit member's physician and be subject to the approval of the District.

1. A request for this leave shall be submitted to Human Resources and Employee Relations with a statement from a licensed physician. The statement will verify the pregnancy, indicate the expected delivery date, and confirm that the unit member is physically able to perform their duties.

2. It shall be the responsibility of the unit member to have their physician's statement updated periodically indicating their continued physical ability to perform their duties and anticipated date of departure from their job. Dated reports from the unit member's physician should be submitted to Human Resources and Employee Relations no less than every thirty (30) calendar days once the pregnancy is reported.
3. Three (3) calendar weeks prior to the selected date of departure from the job station, the unit member shall report to Human Resources and Employee Relations and immediate supervisor in writing whether or not they plan to return to their job station after the delivery of the child.
4. Within ten (10) days after the birth of a child, the unit member shall submit to Human Resources and Employee Relations a statement from their physician providing the date the physician believes that the unit member's disabling condition will no longer prevent them from fulfilling their assigned duties and the time at which the physician believes the unit member will be physically able to return to their assigned duties.

J. Parental Leave

A unit member may use their sick leave for the purposes of parental leave for a period of up to 12 workweeks. For purposes of this section, "parental leave" means leave for reason of the birth of a child of the unit member, or the placement of a child with a unit member in connection with the adoption or foster care of the child by the unit member. When a unit member has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from their duties on account of parental leave, the unit member shall be compensated at no less than 50% percent of the unit member's regular salary, whether or not a substitute is employed, for the remaining portion of the 12-workweek period of parental leave. Parental leave shall run concurrent with any California Family Rights Act (CFRA) entitlement.

A unit member shall not be provided more than one 12-workweek period for parental leave during any 12-month period.

A unit member must have been employed at least 12 months prior to taking the leave to qualify for parental leave. When both parents of the child are employed by the District, they may each take 12 workweeks of parental leave. The unit member is entitled to take parental leave in intermittent workweek periods within a twelve-month period.

K. Family Sick Leave

A unit member is entitled to use up to six (6) days of the unit member's accrued and available sick leave to attend to the illness of a child, parent, or spouse of the unit member in a calendar year.

## **Article XXI - NON-PAID LEAVES OF ABSENCE**

- A. The following provisions apply to non-paid leaves of absence:
1. All leaves described under this article shall be without pay.
  2. Non-paid leaves of absence of five (5) days or fewer may be approved by the Chancellor. All requests for such leaves greater than five (5) days shall be submitted to the Board for its consideration. The granting of any such leaves is solely at the discretion of the Board or the Chancellor, as the case may be. No nonpaid leave of absence shall be granted until a unit member's earned vacation entitlement shall have been fully used.
  3. Whenever practicable, a unit member returning from an approved non-paid leave of absence will be returned to the job classification and position location to which the unit member was assigned prior to the approved leave. If it is not practicable to return the unit member to the job classification and/or the position location to which the unit member was assigned prior to the approved leave, the District will attempt to place the unit member into a position as nearly alike as possible to the position the unit member occupied prior to the approved non-paid leave of absence.
  4. Employees on approved non-paid leaves of absence who accept other employment without prior District approval, in writing, will be in violation of the conditions of such a leave of absence and will be subject to termination of employment with the District.
  5. In any non-paid leave of absence of five (5) days or fewer, there shall be no elimination of the amount payable by the District toward health and welfare benefits pursuant to Article XXII. For any non-paid leave of absence in excess of five (5) days, such benefits shall be reduced pro rata in accordance with the amount of time on leave in comparison with the unit member's paid status days per year. If a unit member on a non-paid leave of absence in excess of five (5) days wishes to continue dental insurance, health insurance or life insurance coverage, the unit member prior to the last work day of each month of leave, shall pay to the District the pro rata portion of such coverage.
  6. The entire time of unpaid leave of absence in excess of five (5) days shall not be counted toward the calculation of vacation, sick leave, or other fringe benefits. Further, during such period the unit member shall retain seniority, but not accrue any additional seniority.
  7. Classified employees on approved, unpaid leave for a period greater than fifth percent (50%) of a given fiscal year shall not receive credit for an annual salary increment for the year of the leave.

- B. Course Enrollment - A non-paid leave of absence for the enrollment of the unit member in an accredited institution in a course of study relating to that unit member's assignment may be approved by the Board of Trustees.
- C. Military Service - Leaves of absence for military service shall be granted in accordance with the applicable federal and state laws.
- D. Extended Illness or Injury Leave - The Board of Trustees may grant a non-paid leave of absence for health reasons to a permanent unit member for illness or injury which extends beyond the expiration of all other paid leaves, including extended illness or accident leave. Such leave requests must be accompanied by a statement from a licensed medical doctor describing the condition of the unit member's health and the minimum period of absence from duty recommended by the physician. Return from extended illness or injury leave will be allowed only upon written approval of a licensed medical doctor. Such written approval must be filed with a notice of the unit member's intent to return to work no fewer than ten (10) working days prior to the planned date of return. A health leave may not exceed six (6) calendar months. The Board of Trustees, at its discretion, may extend the leave twice for up to an additional six (6) months. Such leaves shall not exceed a total of eighteen (18) months. If leave is not granted, or upon the expiration of approved leave of absence without pay, the Board of Trustees shall place the unit member on the thirty-nine (39) month reemployment list.
- E. Child Care Leave - A leave for the purpose of child care (post-maternity) may be approved by the Board upon request of a unit member. In no case shall a child care leave be approved for a period longer than twelve (12) consecutive months. Child care leave is designed for the post-natal care of an infant and may only be approved for that purpose.
- F. Family Medical Leave - The District will supply, upon the request of a unit member, a personal copy of the posted notice of the Family Medical Leave Act. When time off is taken for conditions qualifying under the Family Medical Leave Act, the District will notify the unit member of their benefits and responsibilities under the act.

The District may require certification from the unit member's health care provider before allowing a leave for pregnancy or the unit member's serious health condition, or certification from the health care provider of the unit member's child, parent or spouse who has a serious health condition.

Leave under the Family Medical Leave provisions will run concurrently with paid leaves if they are available.

## **Article XXII - FRINGE BENEFITS**

- A. The District shall provide the following fringe benefits to all classified employees covered by this Agreement:
1. For the period from July 1, 2021, through June 30, 2024:
    - a. Dental insurance coverage for employees and dependents shall be provided by the District. All employees shall participate in the program. Effective July 1, 2000, the benefit limit shall be increased from \$1,500 per calendar year to \$2,000 per calendar year.
    - b. Subject to the subparagraphs below, the sum of not less than one thousand eight hundred sixty-eight dollars and sixty cents (\$1,868.60) shall be provided by the District for the purpose of purchasing health insurance, accident insurance, life insurance, salary continuation insurance, and/or tax sheltered annuity plan(s). In order for a unit member to elect not to purchase health insurance coverage from one of the carriers provided by the District, such unit member must provide evidence of alternative health insurance coverage before designation of other expenditure from these fringe benefit funds shall be permitted by the District. The unit member may, only once each year, elect health insurance from one of the carriers provided by the District. Normally, such election shall be effective October 1 of each year.
    - c. Increases in premiums in dental or health insurance shall be paid by the District, and said payment by the District shall be at the level for each individual unit member which reflects the actual increase in such premiums for the unit member. However, employees who maintain the same medical insurance coverage as in the previous year and who have tax sheltered annuity contribution and/or other insurances paid from the fund set forth in subparagraph (b) shall pay any increase in medical insurance premiums from those funds. Cost for additional health insurance coverage (additional dependents) shall also be borne by the District, except that money previously available for other optional insurances and tax sheltered annuities shall first be applied to the increased health insurance premium.
    - d. The District shall provide for each unit member covered by this Agreement, a \$50,000 life insurance policy by a carrier designated by the District. However, employees who have tax sheltered annuities and/or other insurances paid from the fund set forth in subparagraph (b) shall be required to pay for such life insurance from those funds. All employees shall participate in this life insurance program.
    - e. Tax sheltered annuity contributions from funds provided in subparagraph (b) shall not exceed the amount for any unit member invested by that unit member in 1980-81.

## **Article XXIII - CALCULATION OF FRINGE BENEFITS**

- A. Health and welfare benefits, sick leave, annual leave (vacation), and any other fringe benefits will be granted to employees on a pro rata basis, as follows:
1. Twelve (12) month, full-time employees will receive full benefits as authorized in this Agreement.
  2. Eleven (11) month, full-time employees will receive eleven-twelfths (11/12) of the benefits received by a full-time, twelve-month unit member.
  3. Ten (10) month, full-time employees will receive ten-twelfths (10/12) of the benefits received by a full-time, twelve-month unit member.
  4. Twelve (12) month, half-time employees will receive one-half (1/2) of benefits received by a full-time, twelve-month unit member.
  5. Eleven (11) month, half-time employees will receive one-half (1/2) of benefits received by a full-time, eleven-month unit member.
  6. Ten (10) month, half-time employees will receive one-half (1/2) of benefits received by a full-time, ten-month unit member.
  7. Regular employees will receive pro rata benefits calculated on the basis of total hours in paid status for the year, divided by 2088 (261 days x 8 hours/ day), except that hourly employees who work fewer than twenty (20) hours per week shall not receive any pro rata fringe benefits specified in Article XXII.
  8. Employees in short-term, temporary positions will not be eligible for any fringe benefits. For the purposes of this Article, short term, temporary positions shall mean those positions designated by the Board not to continue for more than sixty (60) consecutive working days.
- B. With respect to the health and welfare benefits set forth in Article XXIII, Paragraphs A 1 through 7 of this Article shall be applicable only to employees hired on or after July 1, 1977. Any members hired before such date shall receive for the current year, the same amount as is received by full-time, twelve-month employees with the same insurance coverage and carrier, from which to purchase the health and welfare benefits set forth in Article XXII.

## **Article XXIV - GRIEVANCE PROCEDURE**

- A. The purpose of this grievance procedure is to provide a means by which certain disputes may be resolved in an equitable and efficient manner. A grievance is a claim by a unit member covered hereby, or the Association, that an express term of this Agreement has been violated by the District and that because of such violation a unit member's rights have been affected. A grievance shall not include any claims or requests to challenge, change, amend or add to existing policy, rules or regulations. (In the event of any conflict between the express terms of this Agreement such policies, rules or regulations, this Agreement shall control.) In cases involving a claim that the terms of Articles V, VI, VII, and VIII-C have been violated, the Association shall have the right to file a grievance on its own behalf at the Chancellor level or other designated level.

The unit member shall be afforded the right to have a CSEA representative present during any grievance resolution meeting at any level.

- B. Should a grievance arise, it shall be handled in the following manner:

### **INFORMAL LEVEL**

1. The grievant shall make every effort to meet with his or her supervisor to attempt to resolve the grievance informally. The unit member and supervisor must have a reasonable discussion regarding the particular concern giving rise to the grievance. The unit member may have an Association representative present in such meetings.

### **LEVEL I**

2. If the grievance remains unresolved, a formal written grievance may be filed. Any written grievance shall be signed by the grievant and shall state the circumstances on which the grievance is based, the date of occurrence, the identity of the unit member or employees who claim to be aggrieved, the specific sections and terms of this Agreement allegedly violated, and the remedy sought. A grievance may include more than one (1) unit member, provided the issue is identical for each and all employees affected thereby sign the grievance form where physically able to do so. The grievance may not be modified once it is submitted in writing to the supervisor as specified in Step 3 below.
3. Such written grievance must be made to the supervisor within fifteen (15) working days after the date of the act or omission giving rise to the problem or within fifteen (15) working days after which the unit member should have known of the act or omission giving rise to the problem. The supervisor shall provide a written response within ten (10) working days of receipt of the written grievance.

## LEVEL II

4. If the grievance is not resolved at the supervisory level, the grievant may make a second level appeal to the Chancellor. Such appeal shall be in writing, shall include the original grievance and the reasons for appeal, and must be received by the Chancellor's office within five (5) working days from the date of the answer of the supervisor.
5. A meeting shall be scheduled by the Chancellor to be held within five (5) working days after receipt of the written appeal. The grievant shall be entitled to representation from the bargaining unit.
6. The Chancellor shall prepare a written response and submit the response to the unit member and the bargaining unit representative within ten (10) working days after the conclusion of the meeting(s).

## LEVEL III

7. If the grievant is not satisfied with the answer provided by the second level review by the Chancellor, a third level written appeal may be filed directly with the Chancellor's office within ten (10) working days of the date of the answer from the initial review. The Chancellor's office shall answer the grievance in writing within ten (10) working days after receipt of such appeal.
- C. Any grievance not processed by a unit member or the Association in accordance with the time limits set forth herein shall be considered settled on the basis of the decision last made by the District. If at any step the District fails to respond in the time limits specified above, the grievant may proceed to the next step. Time limits may be extended upon the mutual written agreement of both parties.
- D. Where the Association has not been requested to represent the grievant and the District is prepared to agree to a resolution of the grievance, the District shall not make any final resolution until the Association has received a copy of the grievance and the proposed resolution and has been given an opportunity to file a response.
- E. A reasonable amount of released time will be granted to one (1) Association representative to process a grievance including attendance at an arbitration hearing. The Association agrees that such processing will be performed as quickly as possible, and it is expressly understood that any unit member who acts on behalf of the Association to process a grievance is primarily responsible for his/her regular duties. Before any processing may take place during working hours, the Association representative must request permission from his or her supervisor, which permission shall not unreasonably be withheld. It is agreed that any processing time shall be held to a minimum.

- F. Grievance forms and other forms necessary to the operation of the grievance procedure shall be available in the Human Resources and Employee Relations Office or may be obtained through the Association or online.
- G. After a grievance has been filed by a unit member, the Association has the authority to process, abandon, or settle grievances on behalf of all employees subject to the provisions of Section D.

## **LEVEL IV**

### **H. Arbitration**

1. Grievances which are not concluded pursuant to the procedures set forth in Section B, and which the Association desires to appeal, shall be submitted to final and binding arbitration as set forth in this section provided that written notice is given to the District by the Association within ten (10) working days after the answer of the Chancellor's office, is received.
2. Upon receipt of the Association appeal, the parties shall endeavor to agree upon an arbitrator unless they mutually agree to first pursue the mediation step set forth in paragraph (a) below. If no agreement is reached within ten (10) working days, they shall request the California State Conciliation Service to supply a panel of seven (7) names of arbitrators. Each party shall alternately strike a name until only one (1) name remains who shall be the arbitrator. The party who strikes the first name shall be determined by lot.
  - a. After receipt of the appeal to arbitration, the Association and the District shall discuss whether to first pursue an intermediate step of mediation. It is recognized that each party's position on mediation is solely a matter of its judgment and discretion. If the parties jointly agree that mediation is advisable, the District shall contact the California State Conciliation Service and request that a mediator be appointed. The mediation shall be limited to a total of four (4) hours unless the parties agree to a continuance. The parties shall attempt to reduce outstanding issues, and if possible, settle the dispute. The mediator, however, shall not have the power of authority to render a decision on the issue(s) or impose a settlement on the parties and shall keep all discussions confidential. Any statements made during the mediation process (other than those already documented at Levels, I, II, and III) shall be confidential, shall not be considered precedential in nature, and shall not be admissible in any future court, administrative proceeding, or additional step in the grievance procedure. If mediation does not satisfactorily resolve the grievance, the District and the Association shall immediately proceed to select an arbitrator as provided above.

3. The fees of the arbitrator shall be shared equally by the parties. Either party may request a transcript of the proceedings, and the party requesting the transcript shall bear the cost, unless the other party wants a copy in which case the cost shall be shared equally. Each party shall bear the expense of the presentation of its own case.
  
4. The arbitrator shall have no power to alter, amend, change, modify, add to or subtract from any of the terms of the Agreement and shall have no jurisdiction to hear any grievance which is excluded from arbitration by the terms of this Agreement or which is not filed or appealed within the time of this article. The award of the arbitrator shall be final and binding on matters properly before him or her. The arbitrator shall consider only the evidence presented to him or her by the respective parties in the presence of each other. No award shall be retroactive beyond the beginning of the fifteen (15) day period specified in paragraph B 3 above and the arbitrator shall have no authority to hear and issue a recommendation upon more than one (1) grievance at a time unless the District and the Association expressly agree otherwise. The arbitrator shall render his or her decision within thirty (30) calendar days after the close of hearing or, where either party desires to submit a brief, within thirty (30) calendar days of such submission.

## **Article XXV - MISCELLANEOUS**

- A. The District may, at its discretion, voluntarily extend privileges, compensation or benefits beyond those provided in this Agreement to its employees. It is understood that the District is not required to grant privileges, compensation or benefits in excess of those specifically set forth in this Agreement.
- B. The provisions of this Agreement are deemed to be separable to the extent that if and when a court or government agency of competent jurisdiction adjudges any provision of this Agreement to be in conflict with any law, rule or regulation, such decision shall not affect the validity of the remaining provisions of this Agreement, but such remaining provisions shall continue in full force and effect.
- C. In the event a provision or provisions are so declared to be in conflict with such law, rule, or regulation, or the parties agree that there is such conflict, both parties shall, upon request, meet within thirty (30) days of any final determination for the purpose of attempting to renegotiate the provision or provisions so invalidated.
- D. The District will provide classified employees with advance notice of the District childcare facility enrollment prior to a general notice being disseminated.
- E. Each food service unit member covered by this Agreement shall be entitled to purchase and consume food items during non-working time at a cost of forty percent (40%) of the listed price for the items to be purchased.

**Article XXVI - WAIVER OF FURTHER BARGAINING RIGHTS**

- A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had an unlimited right and opportunity to make demands and proposals with respect to any subject or matter which was or could have been the subject of negotiation, that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, and therefore, each waives the right to further negotiations on any subject or matter, covered or not covered, under this Agreement during the term hereof. However, by mutual agreement, the parties may agree to engage in further negotiations on any subject.

## **Article XXVII - DURATION AND TERMINATION**

- A. This Agreement when ratified and executed by each party hereto shall constitute the sole agreement between them. Any modification or amendment of this Agreement must be made by and between the parties hereto in writing and executed by each party hereto. This Agreement is effective on the date of its execution and shall remain in effect through June 30, 2024.
  
- B. For the second and third year of this Agreement, either the Association or the District shall have the right to reopen two articles each and to seek to amend this Agreement excluding Article XXII (Fringe Benefits).

In order to reopen negotiations for the second year of this Agreement, the Association or the District shall serve notice in writing prior to June 1, 2022. Such notice shall also set forth the party's proposal on the additional issues which the party seeks to reopen. For the third year (July 1, 2023 through June 30, 2024), such notice shall be served in writing prior to June 1, 2023, and it shall set forth the party's proposal on the issues which the party seeks to reopen. Negotiations shall take place at reasonable times after such dates. If the parties cannot reach agreement on such reopened matters, the impasse procedures of Government Code Sections 3548-3548.4 shall be utilized.

## **Article XXVIII - SECOND LANGUAGE STIPEND**

- A. Unit members who possess second language skills, in addition to English, may apply for a monthly stipend subject to approval from the immediate supervisor provided they are a designated unit member regularly required to use a second language ability during any part of their assignment and may be called upon by another department to perform necessary translation.
- B. The unit member must satisfactorily pass a District proficiency exam in the required second language to receive the stipend. The exam shall be oral when oral second language skills are required, and written when written second language skills are required in the assignment. A unit member may be required to take both exams when assignment requires both oral and written skills. The District's testing process and selection process shall not be grievable.
- C. The unit member shall receive the following stipend amount, per month, effective the first of the month following approval:
  - 1. Conversation Only – information communicated verbally in real-time conversation. \$50 per month.
  - 2. Conversational and written – business communication ordinarily carried out in written format. \$75 per month.
- D. In the event the second language skill is no longer required by the District, the unit member will receive a thirty (30) working days' notice that the stipend will be ending.
- E. In the event the unit member transfers or promotes to a position that does not require second language skills, the stipend will end effective the first day of the new assignment.
- F. American Sign Language will qualify for the Second Language Stipend.
- G. Unit members whose job description requires the use of a second language or is a requirement of their classification do not qualify for the Second Language Stipend.

## **Article XXIX - PROFESSIONAL GROWTH**

### **A. Definition of the terms of professional growth.**

1. Professional growth is defined as endeavors which are intended to improve skills and job performance.
2. Professional growth (Job Skills): For purposes of definition, courses which qualify for the job skills professional achievement step are courses which directly enhance one's ability to perform their current job.
3. Professional growth achievement steps are granted only on verification of completion of the work in writing from the accrediting institution, review by the Professional Growth Committee, and the approval of the Board of Trustees.
4. To receive credit, a unit member is required to submit a request for professional growth at least ten (10) working days prior to the beginning of the class session(s) and within 30 calendar days after beginning independent study, being published or being elected to a professional organization.

### **B. Professional growth related to the unit member's specific job or overall college function may be achieved in the following manner:**

1. Course work and instructional programs.
2. Independent study or publication.
3. Professional organization participation.

### **C. Procedure for planning, recording professional growth activities.**

1. The unit member is required to submit to the Professional Growth Committee a written request for preliminary approval of their plan.
2. The Professional Growth Committee will inform the unit in writing that their plan is approved or that changes are necessary.
3. Upon completion of the work, the unit member will submit appropriate documentation to the Professional Growth Committee, and the administrative member of the committee is responsible for verifying these documents (See Sections D, E).
4. Upon completion of twelve (12) semester units of course work, verified by official transcript from an accredited institution, the unit member will submit a written request for a professional achievement step to the Professional Growth Committee.

5. The Professional Growth Committee will forward its recommendation for professional achievement step to the Chancellor for Board action.
  6. The professional achievement steps shall be paid monthly, beginning with the next month following Board approval.
- D. Outline of professional growth through course work and instructional programs.
1. Definition: “Course Work” is defined as those courses for which credit can be certified by regionally accredited colleges or universities, or institutes and other instructional programs.
  2. Examples:
    - a. Courses in subject field related to job assignment.
    - b. Courses from subject fields outside of job assignment areas which contribute to the unit member’s ability and their development within their employment responsibilities.
    - c. Courses taken in preparation for a specific District requirement.
    - d. Research study programs undertaken at accredited institutions.
    - e. Institutes and other instructional programs.
  3. Procedures to follow for earning unit credit for course work:
    - a. The unit member is required to submit to the Professional Growth Committee a written request for credit for preliminary approval of their plan.
    - b. The unit member will submit to the Professional Growth Committee a written request for unit credit for course work, accompanied by verification (official transcript) of satisfactory completion of work from an accredited institution. (See Section G5)
  4. Evaluation and credit allocation.
    - a. Unit credit will be granted on the basis of semester units. The equivalency chart will be used for converting quarter units. (Quarter Units x  $\frac{2}{3}$  = Semester Units)
    - b. The number of units granted for each course will be those determined by an accredited institution.
    - c. In the case of institutes and other instructional programs in which unit credit is not given by the sponsor, a maximum of two semester units of credit, non-cumulative, will be granted for each salary adjustment.
    - d. A maximum of twelve (12) semester units credit earned by course work will be granted for each salary adjustment.
    - e. Course work taken during the unit member’s work hours shall not be applicable toward a professional achievement step.

E. Outline of professional growth through independent study or publication related to the unit member's specific job or overall District's function.

1. Definition: "Independent Study" is defined as a project other than academic course work or instructional programs undertaken by an unit member to improve their professional competence and effectiveness. This may include certificates or certification programs.

Definition: "Publication" is defined as textbooks, compilations, and articles published as individual works or as studies in scholarly or other appropriate publications.

2. Procedures to follow for earning unit credit for independent study:
  - a. The unit member is required to submit to the Professional Growth Committee a written request for preliminary approval of the plan.
  - b. The unit member will submit to the Professional Growth Committee a summary report and evidence of the completion of the project; i.e., formal report, paper, lecture, publication, exhibit, accompanied by copies of review and other pertinent information wherever applicable.
3. Evaluation and credit allocation:
  - a. Each independent study project or publication submitted will be judged individually by an ad hoc committee of the unit member's peers, appointed by the chairperson of the Professional Growth Committee.
  - b. The Committee will assign the number of units for equivalent professional growth credit.
  - c. A maximum of six (6) units of credit earned by independent study or publication will be granted for each salary adjustment.

F. Outline for Professional Growth through professional organization participation.

1. Definition: “Professional Organization” is defined as an organization of peers in which the unit member holds an official position, such as President, Vice President, etc. Such participation as an official of the organization is deemed to improve the unit member’s professional competence and effectiveness.
2. Procedures to follow for earning unit credit for professional organization participation:
  - a. The unit member is required to submit to the Professional Growth Committee a written request including the purpose and mission of the organization and how it contributes to the unit member’s job skills and job performance for preliminary approval of the professional organization and office which the person is holding.
  - b. The unit member will submit to the Professional Growth Committee a letter on the professional organization letterhead or other official document which identifies the unit member’s official capacity in the professional organization.
3. Evaluation and credit allocation.
  - a. Each participation as an official in a professional organization will be judged by the Professional Growth Committee as to its applicability to the unit member’s job function or overall college function.
  - b. Only three (3) semester units will be granted per year for professional organization participation.
  - c. Credit will be granted for only one organization per year.
  - d. Credit for participation in a professional organization during the unit member’s work hours shall not be applicable toward a professional achievement step.

G. 1. Criteria:

- a. The professional growth program is a voluntary program for unit members. This program is not to be considered mandatory for unit members to receive other District rewards or for advancement on the Classified Salary Schedule.
  - b. To be eligible for participation in the program, the unit member must:
    - i. Be a permanent unit member of the District.
2. Professional Growth Step Plan:
- a. Professional growth criteria will be determined by the Professional Growth Committee.
  - b. Twelve (12) semester units will constitute a professional achievement step.
  - c. Each professional growth achievement step shall be \$35.00 per

month, paid monthly. Each achievement step received after CBA ratification in 2016 shall be \$40.00 per month, paid monthly. Each achievement step earned after CBA ratification in 2021 shall be \$50.00 per month, paid monthly.

- d. Achievement steps, once earned, shall be permanent, unless replaced as outlined in Section G4b.
3. Professional Growth Step Plan (Job Skills):
    - a. Professional growth (job skills) will be determined by the Professional Growth Committee.
    - b. Twelve (12) semester units will constitute a professional growth (job skills) professional achievement step.
    - c. Each professional growth (job skills) achievement step shall be \$40.00 per month paid monthly. Each achievement step received after CBA ratification in 2016 shall be \$50.00 per month paid monthly. Each achievement step earned after CBA ratification in 2021 shall be \$75.00 per month, paid monthly.
    - d. All achievement steps once earned shall be permanent, unless replaced as outlined in Section G4b.
  4. Achievement Steps
    - a. Each unit member may earn a maximum of seven (7) achievement steps in both categories combined, two (2) of which must be in the job skills area of professional growth.
    - b. For unit members who have reached the maximum, achievement steps earned at lower rates may be replaced by steps earned after CBA ratification in 2021
    - c. The method of prorating the achievement step for unit members working fewer than forty (40) hours per week shall be as follows:

Monthly Achievement Step X Factor = Adjusted Monthly Step

Factors:	35	39	Hours/Week	0.875
	30	34	Hours/Week	0.750
	25	29	Hours/Week	0.625
	20	24	Hours/Week	0.500
	15	19	Hours/Week	0.375
	10	14	Hours/Week	0.250
	1	9	Hours/Week	0.125

5. Transcripts
 

Each academic year unit members may request two sets of official transcripts from the District's transcript office without cost to the unit member.
6. Professional Growth Committee:
  - a. The Professional Growth Committee shall consist of the following:
    - i. Chancellor.
    - ii. The Chapter President will appoint up to three (3) representatives.

- iii. One (1) representative from the Confidential unit. Chair shall be from among the classified peers.
- b. The responsibilities of the Committee shall be:
  - i. To review and recommend action on all proposal for professional growth. Upon acceptance of the application, the unit member may then be granted an interview with the committee.
  - ii. To recommend professional achievement steps for unit members to the Chancellor.
  - iii. To maintain required records on each unit member's professional growth plan.
- c. All material to be considered by the Professional Growth Committee must be sent to the Chancellor not later than ten (10) working days prior to the beginning of the semester, quarter, or session during which the requested course work is scheduled to begin.
- d. The Chancellor will call all meetings of the Committee following the last working day of the month, whenever material has been submitted for action.

## **Article XXX - DISCIPLINARY ACTION AND DUE PROCESS**

### A. Disciplinary Action (Ed. Code 88001(e), 88013)

“Disciplinary action” includes any action whereby a unit member is deprived of any classification or any incident of any classification in which they have permanence, including dismissal, suspension, demotion, or any reassignment, without his or her voluntary consent, except a layoff for lack of work or lack of funds.

No disciplinary action shall be taken for any cause that arose prior to the unit member becoming permanent, or for any cause that arose more than two years preceding the date of the filing of the notice of cause, unless the cause was concealed or not disclosed by the unit member when it could be reasonably assumed that the unit member should have disclosed the facts to the employing district.

### B. Causes for Disciplinary Action

The continued employment of permanent unit members is contingent upon proper performance of assigned duties and personal fitness. A permanent unit member may be demoted, suspended, or dismissed for cause, which shall include, but not be limited to, the following:

1. Unsatisfactory fulfillment of job responsibilities, such as:
  - a. Incompetence or inefficiency.
  - b. Insubordination (including, but not limited to, refusal to do assigned work).
  - c. Willful or persistent violation of the Education Code or policies of the Board of Trustees.
2. Unsatisfactory attendance, such as:
  - a. Abuse of leave privileges.
  - b. Absence or repeated tardiness without authority.
  - c. Abandonment of position.
3. Unsatisfactory personal habits, such as:
  - a. Consuming alcoholic beverages or illegal drugs, including medical marijuana, while on duty.
  - b. Reporting to work under the influence of alcohol or illegal drugs, including medical marijuana.
  - c. Immoral conduct while on duty.
  - d. Conviction of a felony or any crime involving moral turpitude.
  - e. Dishonesty or theft while on duty.
  - f. Discourteous, offensive or abusive conduct or language toward other employees, students or the public while on duty.
  - g. Any conduct inimical to the welfare of the District, the students or the employees thereof.
  - h. Falsification or violation of the Oath of Allegiance or any other District document.
  - i. Engaging in political activity during assigned hours of employment.

- j. Taking for personal use from any person in connection with work, any fee, gift or other valuable thing when such fee, gift or valuable thing was given in hope or expectation of receiving a favor or better treatment than that accorded other persons.
- k. Inducing or attempting to induce any person, firm or corporation doing business with the District to give employment to any person.
- l. Inducing or attempting to induce a unit member of the District to commit to an unlawful act or to act in violation and reasonable departmental or official regulation or order.

C. Progressive Discipline

Progressive discipline is the corrective process of applying penalties short of termination, or long-term demotion or suspension and shall be applied where conduct is of a less serious nature. Progressive discipline is intended to provide unit members the opportunity to improve job performance and comply with policies and procedures. The nature of such discipline should be appropriate to the conduct and when addressing less serious offenses, may begin with the least serious progressive disciplinary action. Acceptance of the principle of progressive discipline does not limit the District's authority to take appropriate action including termination, demotion or suspension for serious offenses which cannot and will not be condoned.

The progressive disciplinary steps may be initiated when performance and/or personal habits are deemed unsatisfactory. The progressive disciplinary steps are defined as: (1) verbal warnings; (2) written warnings; (3) suspension without pay; (4) demotion; (5) termination.

1. **Verbal Warning.** The unit member's immediate supervisor shall verbally notify the unit member of the deficiencies in their job performance that have been observed. The supervisor shall identify improvements needed and how the unit member may improve their performance. The unit member's performance may be reviewed after the verbal warning to document the unit member's progress. Any documentation of the verbal warning shall be provided to the unit member and shall not be placed in the unit member's personnel file, but may be used as supporting documentation in later steps.
2. **Written Warning.** The supervisor shall prepare a written warning letter for the unit member. The letter shall consist of the unit member's specific deficient performance and direction for improvements. The unit member's performance may be reviewed after the written warning to document the unit member's progress. Documentation of the written warning may be placed in the unit member's personnel file.
3. **Suspension without Pay.** A recommendation shall be made to the Vice Chancellor of Human Resources and Employee Relations or designee that the unit member's deficient performance may warrant suspension without pay for a period not to exceed 160 work hours in a single disciplinary action. Copies of the Statement of Charges and

Notice of Disciplinary Action shall be provided to the unit member and may be placed in the unit member's personnel file. A notice of the suspension shall be prepared subject to the disciplinary procedures within this agreement.

4. Demotion. A recommendation shall be made to the Vice Chancellor of Human Resources and Employee Relations or designee that the unit member's deficient performance may warrant demotion to a lower classification. Copies of the Statement of Charges and Notice of Disciplinary Action shall be sent to the unit member and may be placed in the unit member's personnel file. A notice of the demotion shall prepared subject to the disciplinary procedures within this agreement.
5. Termination. A recommendation shall be made to the Vice Chancellor of Human Resources and Employee Relations or designee that the unit member's deficient performance may warrant termination. Copies of the Statement of Charges and Notice of Disciplinary Action recommendation shall be provided to the unit member and may be placed in the unit member's personnel file.

The Vice Chancellor of Human Resources and Employee Relations or designee may recommend disciplinary action, other than termination, be taken against the unit member. This discipline may include: demotion, suspension, reduction in hours, transfer or reassignment without the unit member's voluntary consent, or written reprimand. Copies of the recommendation shall be sent to the unit member. A notice of the recommendation for further action shall be prepared subject to the disciplinary procedures within this agreement and may be placed in the unit member's personnel file.

D. Notification Requirements

Any unit member against whom disciplinary action is initiated to deprive of a property interest shall be given written notice by the President, Chancellor or their authorized representative. The written notice shall include:

1. Notification of the specific charge or charges against the unit member.
2. Statement of the unit member's right to a Skelly hearing on such charge or charges and the time within which such hearing may be requested, which shall be not less than five (5) working days after service of the notice to the unit member.

Skelly Hearing

1. The unit member shall be informed that they have the right to respond in writing to any disciplinary documents placed in their personnel file. In addition, the unit member will be accorded their Skelly right to respond, either orally or in writing or both, either in person or through a representative, within ten (10) calendar days from the notice and to a level of management who can effectively recommend that the proposed disciplinary action (suspension without pay, demotion or termination) be taken, reduced,

or not taken. Prior to making a determination, the Skelly hearing officer will consider the argument, documents and other evidence presented.

2. Following the “Skelly” conference, the unit member will receive a written Notice of Determination of Discipline, setting forth the allegation(s), the determination as to the proposed charges and the level of disciplinary action to be imposed, and appeal rights. The unit member will be notified even if no disciplinary action is to be taken.
3. The Notice of Determination of Discipline shall notify the unit member of their right to an evidentiary hearing. The unit member or their representative may submit a request to the Vice Chancellor of Human Resources and Employee Relations within ten (10) working days after service of the Notice of Determination of Discipline. A form shall be provided to the unit member with the statement of charges, the signing of which shall constitute a demand for a hearing. Failure of the unit member to file a Demand for Hearing form by the date and time specified in the notice shall constitute waiver of the unit member’s right to a hearing. The hearing shall be closed unless the unit member submits a written request for an open hearing.

#### Hearing Procedure

Unit members facing disciplinary action shall be entitled to a hearing. All such hearings shall be conducted by the Board of Trustees (“Board”), a subcommittee of the Board or a hearing officer appointed by the Board. The hearing shall be conducted in accordance with all applicable sections of the Education Code. The Board subcommittee or hearing officer’s findings and/or recommendation will be provided to the Board, who will make the final decision. The unit member will be provided with a written copy of the decision.

#### E. Rights of Unit Member During Formal Hearing

The unit member shall attend the hearing, and shall be entitled to:

1. Have representation at such hearing.
2. Compel the attendance of any reasonable number of other unit members of the District to testify in the unit member’s behalf.
3. Cross-examine all witnesses appearing against the unit member.
4. Present such exhibits and/or other evidence pertinent to the case.
5. Argue the case on the unit member’s own behalf.
6. The party attempting to substantiate charges against the unit member shall be entitled to the same rights.

#### F. District’s decision to discipline is not grievable.

## **Article XXXI – LAYOFF AND REEMPLOYMENT**

- A. Unit members shall be subject to layoff for lack of work or lack of funds. The order of layoff within the classification shall be determined by length of service. The unit member who has been employed the shortest time in the class, plus higher classes shall be laid off first. See Bumping Rights and Procedures. (E.C. Sections 88117, 88127.)
- B. Definitions
1. Seniority  
Seniority shall be based on length of service.
  2. Length of Service  
Length of service means hire date of the unit member in the impacted classification (not temporary or substitute positions). In the event unit members affected by layoff have the same classification hire date, the unit member with the longest total service with the District shall be considered the most senior. If a tie remains, it shall be broken by the casting of lots.
  3. Classification  
Classification defines groups of positions with a designated title and a specific statement of the duties required to be performed by the unit members in each such classification.
  4. Higher Class  
Higher class is a classification that provides a higher salary grade.
- C. Layoff Procedures
1. Prior to layoff, a seniority list shall be prepared by Human Resources and Employee Relations for the unit members to review.
  2. When unit members are laid off for lack of work or lack of funds, layoff shall be made in inverse order of seniority in the class in which the layoff occurs. The unit member who has been employed the shortest time in class plus higher classes shall be considered to have the least seniority and, therefore, shall be laid off first.
  3. The names of permanent and probationary unit members thus laid off shall be placed upon the reemployment list for the classification from which they were laid off. Names on the reemployment list shall be in the order of seniority.
  4. No regular unit member shall be laid off from any position while there is a substitute or temporary employee serving in a position in the same classification, unless the regular unit member declines assignment to the temporary position. (No short-term or substitute employees shall be employed to perform work of laid off unit members.)

5. A substitute or temporary employee shall be released without regard to the procedures set forth in these rules, and without reemployment rights.
6. A unit member must be notified in writing by Human Resources and Employee Relations of that unit member's impending layoff at least sixty (60) days before the effective date of layoff. When classified positions must be eliminated at the end of any school year due to the expiration of a specially funded program, and unit members will be subject to layoff for lack of funds, the unit members to be laid off shall be given written notice on or before April 29, informing them of their layoff, displacement rights, if any, and reemployment rights.

#### D. Bumping Rights and Procedures

1. A permanent unit member who is laid off from a classification and who has previous service in an equal or lower classification shall have the right to bump a unit member in an equal or lower classification, with less seniority, that the impacted unit member has previously held.
2. A permanent unit member who is subject to layoff for lack of work or lack of funds despite the exercising of bumping rights in order to avoid layoff, may accept a voluntary demotion to a vacant position in a lower classification or transfer to an equal classification, provided the unit member is qualified to perform the duties thereof and provided, further, that the Board of Trustees approves the voluntary demotion. A unit member who has been demoted in lieu of layoff shall be placed on that salary range of the lower classification that is closest to the unit member's present salary in the classification from which the unit member was demoted.
3. The number of assigned months of work per year shall have no bearing or effect upon bumping rights. For example, a twelve-month unit member may displace a ten-month unit member and vice versa.
4. A probationary unit member has bumping rights in an equal or lower classification in which permanency has been established.

#### E. Reemployment Rights (E.C. Section 88117)

1. The names of all regular unit members who are laid off shall be placed on reemployment lists by laid off classification and in order of seniority.
2. Reemployment shall be in order of seniority, with the most senior reemployed first.
3. No new unit members shall be hired in a classification if eligible classification members remain on reemployment lists. Regular unit members who are laid off in accordance with these rules shall be eligible for reemployment for a period of thirty-nine months from the

date of layoff and shall have the right to apply for promotional opportunities, and shall be reemployed in preference to any other applicant. (E.C. Section 88117.)

4. A unit member who has accepted demotion or reduction in assigned time in lieu of layoff for lack of work or lack of funds shall be reemployed in accordance with the unit member's seniority in the former classification. (E.C. Section 88117.) Intervening reassignment to other classifications shall not abrogate that right.
5. A unit member reemployed from a layoff list shall be fully restored to their position with all rights to permanent status restored.
6. Acceptance of Substitute or Short-Term Employment:
  - a. The District shall attempt to provide substitute or short-term employment to those on a reemployment list in accordance with their seniority.
  - b. A unit member who has been laid off for lack of work or lack of funds and who is on a layoff reemployment list, may be employed as a substitute or short-term employee in any classification for which the unit member qualified, and such employment shall in no manner jeopardize or otherwise affect the unit member's status or eligibility for reemployment.
  - c. Refusal of an offer of temporary or substitute employment shall not affect the standing of any unit member on a layoff list.

#### F. Negotiations

In the event of layoff, CSEA and the District will negotiate with regard to possible effects thereof including, but not limited to, severance pay and retraining of affected unit members.

#### G. Appeal Procedure

This Article is not subject to the grievance procedure contained in this Agreement. Individual or group appeals regarding this Article shall be addressed in the following manner:

1. The appeal shall first be presented to the management employee having direct responsibility over the work of the unit member(s) involved. The appeal must be presented to the management employee within ten (10) calendar days after the date of the act or omission giving rise to the appeal or within ten (10) calendar days after which the unit member should have known of the act or omission giving rise to the appeal.
2. If a satisfactory resolution cannot be achieved, or if the problem would be exacerbated by such a meeting, an appointment should be requested with the next person in the line of responsibility within the same time frame.
3. If the problem remains unresolved, the unit member has ten (10) calendar days after presentation of the appeal in step (a) or (b) to request a meeting

with the Vice Chancellor, Human Resources and Employee Relations, who will, if necessary, convene a panel to attempt to bring about a resolution of the problem.

4. If the problem is not resolved at level (c), it can be appealed to the President, for College unit members, or the Chancellor, for District unit members, and ultimately appealed to the Board of Trustees. Any appeals must be filed within ten (10) calendar days of the date of the decision in the prior step, unless the parties agree in writing to an extension of time.

**Riverside Community College District**  
**Classified Structure (Hourly) For the 2021-2022 Fiscal Year Effective July 1, 2021**

Grade					Market	Longevity			
	Step 1	Step 2	Step 3	Step 4	Step 5	LS-1	LS-2	LS-3	LS-4
A	19.22	20.19	21.21	22.28	23.42	24.00	24.59	25.20	25.84
B	19.90	20.91	21.96	23.07	24.23	24.84	25.46	26.08	26.75
C	20.57	21.61	22.71	23.84	25.04	25.68	26.33	26.98	27.66
D	21.41	22.48	23.63	24.82	26.05	26.70	27.38	28.06	28.76
E	22.50	23.64	24.83	26.07	27.39	28.06	28.77	29.48	30.23
F	23.52	24.73	25.96	27.27	28.64	29.36	30.09	30.84	31.61
G	24.66	25.90	27.22	28.58	30.02	30.77	31.53	32.33	33.14
H	25.96	27.28	28.66	30.09	31.60	32.40	33.22	34.05	34.89
I	27.16	28.54	29.97	31.48	33.08	33.88	34.74	35.60	36.49
J	28.36	29.78	31.29	32.86	34.53	35.39	36.27	37.18	38.11
K	29.67	31.17	32.75	34.39	36.12	37.04	37.95	38.90	39.88
L	31.44	33.02	34.70	36.44	38.27	39.23	40.22	41.22	42.25
M	32.72	34.33	36.09	37.89	39.81	40.80	41.81	42.88	43.95
N	34.17	35.89	37.71	39.59	41.60	42.65	43.69	44.80	45.92
O	35.60	37.41	39.28	41.26	43.36	44.44	45.55	46.66	47.85
P	37.32	39.20	41.17	43.25	45.43	46.56	47.73	48.92	50.14
Q	39.21	41.20	43.27	45.46	47.74	48.94	50.16	51.43	52.71
R	41.30	43.39	45.57	47.86	50.26	51.53	52.82	54.14	55.50
S	43.49	45.68	47.98	50.41	52.93	54.27	55.62	57.00	58.43
T	46.00	48.32	50.76	53.31	55.99	57.39	58.82	60.31	61.82
U	48.40	50.83	53.41	56.08	58.93	60.40	61.90	63.46	65.03
V	50.94	53.53	56.23	59.06	62.06	63.58	65.18	66.81	68.49

1. The rules of computing the salary amounts are as follows:
  - a. Each salary step, 1 through 5, shall increase by 5%. A change in step placement through step 5 shall be provided annually to employees on their anniversary date.
2. The month in which a change of salary step placement is effective shall be in accordance with the provisions of Section II, 100, of the Classified Employees Handbook.
3. Eligibility for longevity steps shall be as follows:
  - a. Employees who have completed 10 years of service in the District shall be eligible for Step LS-1. Such step to be 2 1/2% above step 5.
  - b. Employees who have completed 14 years of service in the District shall be eligible for Step LS-2. Such step to be 2 1/2% above LS-1.

- c. Employees who have completed 19 years of service in the District shall be eligible for Step LS-3. Such step to be 2 1/2% above LS-2.
- d. Employees who have completed 25 years of service in the District shall be eligible for Step LS-4. Such step to be 2 1/2% above LS-3.

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**Riverside Community College District**

***Classified Structure (Monthly) For the 2021-2022 Fiscal Year Effective July 1, 2021***

Grade	Market					Longevity			
	Step 1	Step 2	Step 3	Step 4	Step 5	LS-1	LS-2	LS-3	LS-4
A	3,331	3,499	3,677	3,861	4,059	4,160	4,263	4,368	4,478
B	3,449	3,624	3,806	3,998	4,200	4,305	4,413	4,521	4,636
C	3,565	3,746	3,936	4,133	4,341	4,451	4,563	4,677	4,794
D	3,711	3,897	4,095	4,302	4,515	4,628	4,746	4,863	4,985
E	3,900	4,097	4,303	4,518	4,748	4,864	4,987	5,110	5,240
F	4,077	4,287	4,499	4,726	4,965	5,089	5,215	5,346	5,479
G	4,275	4,490	4,718	4,953	5,203	5,334	5,465	5,603	5,744
H	4,500	4,728	4,968	5,215	5,478	5,616	5,758	5,902	6,048
I	4,708	4,946	5,194	5,456	5,733	5,873	6,021	6,171	6,325
J	4,915	5,162	5,424	5,695	5,985	6,134	6,287	6,445	6,606
K	5,142	5,402	5,677	5,960	6,260	6,420	6,578	6,743	6,912
L	5,450	5,723	6,014	6,317	6,634	6,799	6,971	7,145	7,323
M	5,671	5,951	6,255	6,568	6,900	7,071	7,247	7,432	7,617
N	5,923	6,220	6,537	6,862	7,211	7,393	7,573	7,765	7,959
O	6,171	6,484	6,809	7,152	7,515	7,702	7,895	8,088	8,293
P	6,468	6,794	7,136	7,497	7,875	8,070	8,273	8,479	8,690
Q	6,797	7,141	7,500	7,879	8,275	8,482	8,695	8,914	9,137
R	7,158	7,521	7,898	8,295	8,712	8,932	9,156	9,384	9,619
S	7,538	7,917	8,316	8,737	9,175	9,407	9,640	9,880	10,128
T	7,974	8,376	8,799	9,241	9,705	9,948	10,195	10,453	10,715
U	8,390	8,810	9,257	9,721	10,214	10,469	10,729	10,999	11,271
V	8,830	9,278	9,747	10,237	10,756	11,021	11,297	11,580	11,871

1. The rules of computing the salary amounts are as follows:
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2. The month in which a change of salary step placement is effective shall be in accordance with the provisions of Section II, 100, of the Classified Employees Handbook.
  
3. Eligibility for longevity steps shall be as follows:
  - a. Employees who have completed 10 years of service in the District shall be eligible for Step LS-1. Such step to be 2 1/2% above step 5.

- b. Employees who have completed 14 years of service in the District shall be eligible for Step LS-2. Such step to be 2 1/2% above LS-1.
- c. Employees who have completed 19 years of service in the District shall be eligible for Step LS-3. Such step to be 2 1/2% above LS-2.
- d. Employees who have completed 25 years of service in the District shall be eligible for Step LS-4. Such step to be 2 1/2% above LS-3.

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**Riverside Community College District**

**Classified Structure (Annual) For the 2021-2022 Fiscal Year Effective July 1, 2021**

Grade	Market					Longevity			
	Step 1	Step 2	Step 3	Step 4	Step 5	LS-1	LS-2	LS-3	LS-4
A	39,972	41,988	44,124	46,332	48,708	49,920	51,156	52,416	53,736
B	41,388	43,488	45,672	47,976	50,400	51,660	52,956	54,252	55,632
C	42,780	44,952	47,232	49,596	52,092	53,412	54,756	56,124	57,528
D	44,532	46,764	49,140	51,624	54,180	55,536	56,952	58,356	59,820
E	46,800	49,164	51,636	54,216	56,976	58,368	59,844	61,320	62,880
F	48,924	51,444	53,988	56,712	59,580	61,068	62,580	64,152	65,748
G	51,300	53,880	56,616	59,436	62,436	64,008	65,580	67,236	68,928
H	54,000	56,736	59,616	62,580	65,736	67,392	69,096	70,824	72,576
I	56,496	59,352	62,328	65,472	68,796	70,476	72,252	74,052	75,900
J	58,980	61,944	65,088	68,340	71,820	73,608	75,444	77,340	79,272
K	61,704	64,824	68,124	71,520	75,120	77,040	78,936	80,916	82,944
L	65,400	68,676	72,168	75,804	79,608	81,588	83,652	85,740	87,876
M	68,052	71,412	75,060	78,816	82,800	84,852	86,964	89,184	91,404
N	71,076	74,640	78,444	82,344	86,532	88,716	90,876	93,180	95,508
O	74,052	77,808	81,708	85,824	90,180	92,424	94,740	97,056	99,516
P	77,616	81,528	85,632	89,964	94,500	96,840	99,276	101,748	104,280
Q	81,564	85,692	90,000	94,548	99,300	101,784	104,340	106,968	109,644
R	85,896	90,252	94,776	99,540	104,544	107,184	109,872	112,608	115,428
S	90,456	95,004	99,792	104,844	110,100	112,884	115,680	118,560	121,536
T	95,688	100,512	105,588	110,892	116,460	119,376	122,340	125,436	128,580
U	100,680	105,720	111,084	116,652	122,568	125,628	128,748	131,988	135,252
V	105,960	111,336	116,964	122,844	129,072	132,252	135,564	138,960	142,452

1. The rules of computing the salary amounts are as follows:
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- c. Employees who have completed 19 years of service in the District shall be eligible for Step LS-3. Such step to be 2 1/2% above LS-2.
- d. Employees who have completed 25 years of service in the District shall be eligible for Step LS-4. Such step to be 2 1/2% above LS-3.

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Riverside Community College District  
 Classified Structure (Annual)  
 2021-2022 Fiscal Year

Job Description Title	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
Learning Center Assistant	A	39,972	41,988	44,124	46,332	48,708
Information Support/Operator	C	42,780	44,952	47,232	49,596	52,092
Gymnasium Attendant	C	42,780	44,952	47,232	49,596	52,092
Custodian	C	42,780	44,952	47,232	49,596	52,092
Community Service Aide I	C	42,780	44,952	47,232	49,596	52,092
College Receptionist	C	42,780	44,952	47,232	49,596	52,092
Admissions and Records Operations Assistant	C	42,780	44,952	47,232	49,596	52,092
Warehouse Assistant	D	44,532	46,764	49,140	51,624	54,180
Instructional Media Aide	D	44,532	46,764	49,140	51,624	54,180
Support Services Specialist Aide	E	46,800	49,164	51,636	54,216	56,976
Senior Custodian	E	46,800	49,164	51,636	54,216	56,976
Purchasing Clerk	E	46,800	49,164	51,636	54,216	56,976
Parking Administrative Clerk	E	46,800	49,164	51,636	54,216	56,976
Library Clerk I	E	46,800	49,164	51,636	54,216	56,976
Groundsperson	E	46,800	49,164	51,636	54,216	56,976
Floor Crew	E	46,800	49,164	51,636	54,216	56,976
Fire Technology Program Assistant	E	46,800	49,164	51,636	54,216	56,976
Enrollment Services Assistant	E	46,800	49,164	51,636	54,216	56,976
Customer Service Clerk	E	46,800	49,164	51,636	54,216	56,976
Counseling Clerk I	E	46,800	49,164	51,636	54,216	56,976
Cosmetology Clerk	E	46,800	49,164	51,636	54,216	56,976
Copy Center Operator	E	46,800	49,164	51,636	54,216	56,976
Computer Technician	E	46,800	49,164	51,636	54,216	56,976
College Support Services Technician	E	46,800	49,164	51,636	54,216	56,976
Clerk Typist	E	46,800	49,164	51,636	54,216	56,976
Capital Asset Inventory Technician	E	46,800	49,164	51,636	54,216	56,976
Benefits Clerk	E	46,800	49,164	51,636	54,216	56,976
Administrative Assistant I	E	46,800	49,164	51,636	54,216	56,976
Accounting Clerk	E	46,800	49,164	51,636	54,216	56,976
Swimming Pool Caretaker	F	48,924	51,444	53,968	56,712	59,580
Senior Groundsperson	F	48,924	51,444	53,968	56,712	59,580
Medical Office Receptionist	F	48,924	51,444	53,968	56,712	59,580

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Riverside Community College District  
 Classified Structure (Annual)  
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Job Description Title	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
Food Service III	F	48,924	51,444	53,988	56,712	59,680
Athletic Field Caretaker	F	48,924	51,444	53,988	56,712	59,580
Tutorial Services Clerk	G	51,300	53,880	56,616	59,436	62,436
Theater Box Office Specialist	G	51,300	53,880	56,616	59,436	62,436
Telephone Systems Account Clerk	G	51,300	53,880	56,616	59,436	62,436
Student Financial Services Support Specialist	G	51,300	53,880	56,616	59,436	62,436
Student Activities Clerk	G	51,300	53,880	56,616	59,436	62,436
Senior Tool Room Attendant	G	51,300	53,880	56,616	59,436	62,436
Revenue/Accounts Receivable Clerk	G	51,300	53,880	56,616	59,436	62,436
Program Specialist, Fine & Performing Arts	G	51,300	53,880	56,616	59,436	62,436
Police Records Clerk	G	51,300	53,880	56,616	59,436	62,436
Maintenance Helper	G	51,300	53,880	56,616	59,436	62,436
Mail Room Coordinator	G	51,300	53,880	56,616	59,436	62,436
Library Clerk II	G	51,300	53,880	56,616	59,436	62,436
Document Services Technician	G	51,300	53,880	56,616	59,436	62,436
Culinary Laboratory Assistant	G	51,300	53,880	56,616	59,436	62,436
Counseling Clerk II	G	51,300	53,880	56,616	59,436	62,436
Cosmetology Receptionist/Cashier	G	51,300	53,880	56,616	59,436	62,436
Cosmetology Operations Assistant	G	51,300	53,880	56,616	59,436	62,436
Computer Laboratory Assistant	G	51,300	53,880	56,616	59,436	62,436
Community Service Coordinator	G	51,300	53,880	56,616	59,436	62,436
Community Education Clerk	G	51,300	53,880	56,616	59,436	62,436
College Safety & Police Dispatch	G	51,300	53,880	56,616	59,436	62,436
Cellular Account Clerk	G	51,300	53,880	56,616	59,436	62,436
Cashier/Clerk	G	51,300	53,880	56,616	59,436	62,436
Background Investigator	G	51,300	53,880	56,616	59,436	62,436
Athletic Equipment Manager	G	51,300	53,880	56,616	59,436	62,436
Assistant Cashier/Clerk	G	51,300	53,880	56,616	59,436	62,436
Administrative Assistant II	G	51,300	53,880	56,616	59,436	62,436
Accounts Payable Clerk	G	51,300	53,880	56,616	59,436	62,436
Support Center Technician	H	54,000	56,736	59,616	62,580	65,736
Sprinkler Repair Person	H	54,000	56,736	59,616	62,580	65,736

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Riverside Community College District  
 Classified Structure (Annual)  
 2021-2022 Fiscal Year

Job Description Title	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
Nursing Skills Laboratory Technician	H	54,000	56,736	59,616	62,580	65,736
Human Resources Specialist I	H	54,000	56,736	59,616	62,580	65,736
Financial Aid Advisor	H	54,000	56,736	59,616	62,580	65,736
Early Childhood Education Program Specialist	H	54,000	56,736	59,616	62,580	65,736
Dental Education Center Laboratory Assistant	H	54,000	56,736	59,616	62,580	65,736
Auxiliary Business Services Specialist	H	54,000	56,736	59,616	62,580	65,736
Theater Sound Specialist	I	56,496	59,352	62,328	65,472	68,796
Student Account Specialist	I	56,496	59,352	62,328	65,472	68,796
Safety & Police Dispatch Coordinator	I	56,496	59,352	62,328	65,472	68,796
Revenue/Accounts Receivable Specialist	I	56,496	59,352	62,328	65,472	68,796
Photo Lab Assistant	I	56,496	59,352	62,328	65,472	68,796
Outreach and Recruitment Services Specialist	I	56,496	59,352	62,328	65,472	68,796
Nursing Enrollment Technician	I	56,496	59,352	62,328	65,472	68,796
Medical Administrative Assistant	I	56,496	59,352	62,328	65,472	68,796
Marketing and Media Technician	I	56,496	59,352	62,328	65,472	68,796
Maintenance Mechanic - Painter	I	56,496	59,352	62,328	65,472	68,796
Library Technical Assistant I	I	56,496	59,352	62,328	65,472	68,796
Library Operations Assistant	I	56,496	59,352	62,328	65,472	68,796
Library Catalog Clerk	I	56,496	59,352	62,328	65,472	68,796
Journalism Program Support Specialist	I	56,496	59,352	62,328	65,472	68,796
Help Desk Support Technician	I	56,496	59,352	62,328	65,472	68,796
Grants Administrative Specialist	I	56,496	59,352	62,328	65,472	68,796
Food Service IV	I	56,496	59,352	62,328	65,472	68,796
Facilities Utilization Specialist	I	56,496	59,352	62,328	65,472	68,796
Dental Education Center Administrative Assistant	I	56,496	59,352	62,328	65,472	68,796
Counseling Clerk III	I	56,496	59,352	62,328	65,472	68,796
Business Development Assistant	I	56,496	59,352	62,328	65,472	68,796
Auditorium Specialist	I	56,496	59,352	62,328	65,472	68,796
Assistant to the Coordinator, International Education Program	I	56,496	59,352	62,328	65,472	68,796
Administrative Assistant III	I	56,496	59,352	62,328	65,472	68,796
Accounts Payable Specialist	I	56,496	59,352	62,328	65,472	68,796
Student Services Technician	J	58,980	61,944	65,088	68,340	71,820

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Riverside Community College District  
 Classified Structure (Annual)  
 2021-2022 Fiscal Year

Job Description Title	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
Student Services Specialist	J	58,980	61,944	65,088	68,340	71,820
Student Financial Services Outreach Specialist	J	58,980	61,944	65,088	68,340	71,820
Student Financial Services Account Specialist	J	58,980	61,944	65,088	68,340	71,820
Senior Financial Aid Advisor	J	58,980	61,944	65,088	68,340	71,820
Nursing Simulation Laboratory Assistant	J	58,980	61,944	65,088	68,340	71,820
Library Technical Assistant II	J	58,980	61,944	65,088	68,340	71,820
Grounds Equipment Repairperson/Operator	J	58,980	61,944	65,088	68,340	71,820
Chief Photographer	J	58,980	61,944	65,088	68,340	71,820
Theater Box Office Coordinator	K	61,704	64,824	68,124	71,520	75,120
Television Studio Technician	K	61,704	64,824	68,124	71,520	75,120
Support Services Specialist	K	61,704	64,824	68,124	71,520	75,120
Student Success Specialist	K	61,704	64,824	68,124	71,520	75,120
Student Employment Personnel Specialist	K	61,704	64,824	68,124	71,520	75,120
Reading Paraprofessional	K	61,704	64,824	68,124	71,520	75,120
Purchasing Specialist	K	61,704	64,824	68,124	71,520	75,120
Properties and Outreach Specialist	K	61,704	64,824	68,124	71,520	75,120
Production Printer	K	61,704	64,824	68,124	71,520	75,120
Production Graphic Designer	K	61,704	64,824	68,124	71,520	75,120
Printing & Graphics Center Coordinator	K	61,704	64,824	68,124	71,520	75,120
Outreach Specialist, Upward Bound Math and Science	K	61,704	64,824	68,124	71,520	75,120
Outreach Specialist, Upward Bound	K	61,704	64,824	68,124	71,520	75,120
Outreach Specialist	K	61,704	64,824	68,124	71,520	75,120
Occupational Education Assistant	K	61,704	64,824	68,124	71,520	75,120
Nursing Simulation Laboratory Specialist	K	61,704	64,824	68,124	71,520	75,120
Nursing Enrollment and Evaluations Specialist	K	61,704	64,824	68,124	71,520	75,120
Maintenance Mechanic - Locksmith	K	61,704	64,824	68,124	71,520	75,120
Maintenance Mechanic - Carpenter	K	61,704	64,824	68,124	71,520	75,120
Laboratory Technician I	K	61,704	64,824	68,124	71,520	75,120
Job Placement Technician	K	61,704	64,824	68,124	71,520	75,120
Internet Communications Specialist	K	61,704	64,824	68,124	71,520	75,120
Instructional Support Specialist	K	61,704	64,824	68,124	71,520	75,120
Instructional Media Assistant	K	61,704	64,824	68,124	71,520	75,120

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Riverside Community College District  
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Job Description Title	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
Instructional Department Specialist/Senior Citizen Education Program Coordinator	K	61,704	64,824	68,124	71,520	75,120
Instructional Department Specialist	K	61,704	64,824	68,124	71,520	75,120
Health Services Specialist	K	61,704	64,824	68,124	71,520	75,120
Foundation Specialist	K	61,704	64,824	68,124	71,520	75,120
Foundation Administrative Technician	K	61,704	64,824	68,124	71,520	75,120
Facilities Planning Specialist/Support Services	K	61,704	64,824	68,124	71,520	75,120
Facilities Administrative and Utilization Specialist	K	61,704	64,824	68,124	71,520	75,120
EOPS/CARE Specialist	K	61,704	64,824	68,124	71,520	75,120
EOPS Specialist	K	61,704	64,824	68,124	71,520	75,120
Employment/Placement Coordinator	K	61,704	64,824	68,124	71,520	75,120
Economic Development Assistant	K	61,704	64,824	68,124	71,520	75,120
Document Services Coordinator (Evening)	K	61,704	64,824	68,124	71,520	75,120
Document Services Coordinator	K	61,704	64,824	68,124	71,520	75,120
District Campaign Specialist	K	61,704	64,824	68,124	71,520	75,120
Culinary Program Specialist	K	61,704	64,824	68,124	71,520	75,120
Career and Technical Education Laboratory Technician	K	61,704	64,824	68,124	71,520	75,120
CalWorks Specialist	K	61,704	64,824	68,124	71,520	75,120
Business Development Administrative Specialist	K	61,704	64,824	68,124	71,520	75,120
Assistant to Coordinator, Upward Bound	K	61,704	64,824	68,124	71,520	75,120
Administrative Assistant IV	K	61,704	64,824	68,124	71,520	75,120
Accounting Services Clerk	K	61,704	64,824	68,124	71,520	75,120
Academic Evaluations Specialist	K	61,704	64,824	68,124	71,520	75,120
Veterans Services Technician	L	65,400	68,676	72,168	75,804	79,608
Student Resource Specialist	L	65,400	68,676	72,168	75,804	79,608
Senior Interpreter	L	65,400	68,676	72,168	75,804	79,608
Payroll Technician	L	65,400	68,676	72,168	75,804	79,608
Maintenance Mechanic - Specialty Electronics	L	65,400	68,676	72,168	75,804	79,608
Maintenance Mechanic - Plumber/Boiler Repair	L	65,400	68,676	72,168	75,804	79,608
Maintenance Mechanic - HVAC	L	65,400	68,676	72,168	75,804	79,608
Maintenance Mechanic - General	L	65,400	68,676	72,168	75,804	79,608
Maintenance Mechanic - Equipment Repair	L	65,400	68,676	72,168	75,804	79,608

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Riverside Community College District  
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Job Description Title	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
Maintenance Mechanic - Electrician	L	65,400	68,676	72,168	75,804	79,608
Maintenance Mechanic	L	65,400	68,676	72,168	75,804	79,608
Interpreter Specialist	L	65,400	68,676	72,168	75,804	79,608
Distance Education Support Specialist	L	65,400	68,676	72,168	75,804	79,608
Art Gallery Coordinator/Curator	L	65,400	68,676	72,168	75,804	79,608
Adaptive Technology Specialist	L	65,400	68,676	72,168	75,804	79,608
Web Applications Technician	M	68,052	71,412	75,060	78,816	82,800
Tutorial Services Technician	M	68,052	71,412	75,060	78,816	82,800
Theater Scenic Specialist	M	68,052	71,412	75,060	78,816	82,800
Telephone Systems Account Specialist	M	68,052	71,412	75,060	78,816	82,800
Supplemental Instructional Coordinator	M	68,052	71,412	75,060	78,816	82,800
Student Success Coach	M	68,052	71,412	75,060	78,816	82,800
Student Financial Services Analyst	M	68,052	71,412	75,060	78,816	82,800
STEM Services Developer	M	68,052	71,412	75,060	78,816	82,800
Senior Applied Technologist	M	68,052	71,412	75,060	78,816	82,800
Senior Academic Evaluations Specialist	M	68,052	71,412	75,060	78,816	82,800
Riverside Aquatics Complex Coordinator	M	68,052	71,412	75,060	78,816	82,800
Production Printing Specialist	M	68,052	71,412	75,060	78,816	82,800
Piano Accompanist (Theater)	M	68,052	71,412	75,060	78,816	82,800
Piano Accompanist (Music)	M	68,052	71,412	75,060	78,816	82,800
Piano Accompanist	M	68,052	71,412	75,060	78,816	82,800
Outreach/Middle College High School Coordinator	M	68,052	71,412	75,060	78,816	82,800
Music Specialist	M	68,052	71,412	75,060	78,816	82,800
Music Accompanist/Assistant	M	68,052	71,412	75,060	78,816	82,800
Multi-Media Graphic Artist	M	68,052	71,412	75,060	78,816	82,800
MESA Program Coordinator	M	68,052	71,412	75,060	78,816	82,800
Media Services Repair Technician	M	68,052	71,412	75,060	78,816	82,800
Matriculation Specialist	M	68,052	71,412	75,060	78,816	82,800
International Students & Program Specialist	M	68,052	71,412	75,060	78,816	82,800
Instructional Technology Specialist	M	68,052	71,412	75,060	78,816	82,800
Instructional Support Coordinator	M	68,052	71,412	75,060	78,816	82,800
Instructional Program Support Coordinator	M	68,052	71,412	75,060	78,816	82,800

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Riverside Community College District  
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Job Description Title	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
Instructional Media/Broadcast Technician	M	68,052	71,412	75,060	78,816	82,800
Instructional Media Technician	M	68,052	71,412	75,060	78,816	82,800
Human Resources Generalist	M	68,052	71,412	75,060	78,816	82,800
Foster Youth Services Specialist	M	68,052	71,412	75,060	78,816	82,800
Facility Access and Utilization Coordinator	M	68,052	71,412	75,060	78,816	82,800
Educational Technologies Trainer	M	68,052	71,412	75,060	78,816	82,800
Educational Advisor	M	68,052	71,412	75,060	78,816	82,800
Disabled Student Services Specialist	M	68,052	71,412	75,060	78,816	82,800
Disability/Workability III Specialist	M	68,052	71,412	75,060	78,816	82,800
Disability Technology Specialist	M	68,052	71,412	75,060	78,816	82,800
Disability Specialist	M	68,052	71,412	75,060	78,816	82,800
Dance Accompanist	M	68,052	71,412	75,060	78,816	82,800
Clinical Licensed Vocational Nurse	M	68,052	71,412	75,060	78,816	82,800
Auxiliary Business Services Bookkeeper	M	68,052	71,412	75,060	78,816	82,800
Assessment Specialist	M	68,052	71,412	75,060	78,816	82,800
Academic Success Coordinator, Athletics	M	68,052	71,412	75,060	78,816	82,800
Veterans Services Specialist	N	71,076	74,640	78,444	82,344	86,532
Television Production Studio Specialist	N	71,076	74,640	78,444	82,344	86,532
Student Financial Services Systems Analyst	N	71,076	74,640	78,444	82,344	86,532
Public Affairs and Marketing Specialist	N	71,076	74,640	78,444	82,344	86,532
Officer, Safety & Police	N	71,076	74,640	78,444	82,344	86,532
Network Support Specialist	N	71,076	74,640	78,444	82,344	86,532
Multi-Media Graphic Artist/Web Technician	N	71,076	74,640	78,444	82,344	86,532
Library Systems Coordinator	N	71,076	74,640	78,444	82,344	86,532
Instructional Production Specialist	N	71,076	74,640	78,444	82,344	86,532
Instructional Media Support Coordinator	N	71,076	74,640	78,444	82,344	86,532
Emancipation Coach	N	71,076	74,640	78,444	82,344	86,532
Educational Services Reemployment Coordinator	N	71,076	74,640	78,444	82,344	86,532
Casualty Claims Coordinator	N	71,076	74,640	78,444	82,344	86,532
Accounting Technician	N	71,076	74,640	78,444	82,344	86,532
Microcomputer Support Technician	N(K)	67,644	71,040	74,664	78,372	82,356
Microcomputer Support Specialist	N(M)	67,644	71,040	74,664	78,372	82,356

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Riverside Community College District  
 Classified Structure (Annual)  
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Job Description Title	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
Applications Support Technician	N (M)	67,644	71,040	74,664	78,372	82,356
Veterans Services Coordinator	O	74,052	77,808	81,708	85,824	90,180
Upward Bound Coordinator	O	74,052	77,808	81,708	85,824	90,180
Tutorial Services Specialist	O	74,052	77,808	81,708	85,824	90,180
Student Support Services Coordinator	O	74,052	77,808	81,708	85,824	90,180
Student Success and Support Programs Assistant	O	74,052	77,808	81,708	85,824	90,180
Student Financial Services Lead Analyst	O	74,052	77,808	81,708	85,824	90,180
STEM Student Success Center Coordinator	O	74,052	77,808	81,708	85,824	90,180
Senior Graphics Designer	O	74,052	77,808	81,708	85,824	90,180
Production Coordinator	O	74,052	77,808	81,708	85,824	90,180
Procurement Specialist	O	74,052	77,808	81,708	85,824	90,180
Placement Coordinator	O	74,052	77,808	81,708	85,824	90,180
Placement and Tutorial Services Coordinator	O	74,052	77,808	81,708	85,824	90,180
Outreach/Passport to College Coordinator	O	74,052	77,808	81,708	85,824	90,180
Multi-Media Operations Specialist	O	74,052	77,808	81,708	85,824	90,180
Library/IMC Operations Coordinator	O	74,052	77,808	81,708	85,824	90,180
Laboratory Technician II	O	74,052	77,808	81,708	85,824	90,180
Institutional Research Specialist	O	74,052	77,808	81,708	85,824	90,180
Information Technology Analyst	O	74,052	77,808	81,708	85,824	90,180
College Safety & Emergency Planning Coordinator	O	74,052	77,808	81,708	85,824	90,180
Chemistry Laboratory Coordinator	O	74,052	77,808	81,708	85,824	90,180
Certified Athletic Trainer	O	74,052	77,808	81,708	85,824	90,180
Cablecast/Satellite Specialist	O	74,052	77,808	81,708	85,824	90,180
Budget Analyst	O	74,052	77,808	81,708	85,824	90,180
Accessible Technology and Media Coordinator	O	74,052	77,808	81,708	85,824	90,180
Student Financial Services Officer	P	77,616	81,528	85,632	89,964	94,500
Senior Officer, Safety & Police	P	77,616	81,528	85,632	89,964	94,500
Programmer Developer	P	77,616	81,528	85,632	89,964	94,500
Network Specialist (Wireless LAN)	P	77,616	81,528	85,632	89,964	94,500
Network Specialist (Telecommunications)	P	77,616	81,528	85,632	89,964	94,500
Network Specialist (Server Administrator)	P	77,616	81,528	85,632	89,964	94,500
Network Specialist (Data)	P	77,616	81,528	85,632	89,964	94,500

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Riverside Community College District  
 Classified Structure (Annual)  
 2021-2022 Fiscal Year

Job Description Title	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
Network Specialist	P	77,616	81,528	85,632	89,964	94,500
Library Systems/Network Coordinator	P	77,616	81,528	85,632	89,964	94,500
Library Network/Web Development	P	77,616	81,528	85,632	89,964	94,500
Grants Specialist	P	77,616	81,528	85,632	89,964	94,500
Financial and Technical Analyst	P	77,616	81,528	85,632	89,964	94,500
Community Relations Specialist	P	77,616	81,528	85,632	89,964	94,500
Career and Technical Education Projects Specialist	P	77,616	81,528	85,632	89,964	94,500
Public Affairs Officer	Q	81,564	85,692	90,000	94,548	99,300
Instructional Media/Broadcast Coordinator	Q	81,564	85,692	90,000	94,548	99,300
Designer/Technical Director	Q	81,564	85,692	90,000	94,548	99,300
College Health Registered Nurse	Q	81,564	85,692	90,000	94,548	99,300
Web Applications Developer	R	85,896	90,252	94,776	99,540	104,544
Senior Public Affairs Officer	R	85,896	90,252	94,776	99,540	104,544
Project Manager	R	85,896	90,252	94,776	99,540	104,544
Network Specialist - Infrastructure Management	R	85,896	90,252	94,776	99,540	104,544
Network Specialist - Data Systems Security	R	85,896	90,252	94,776	99,540	104,544
Network & Communications Specialist	R	85,896	90,252	94,776	99,540	104,544
Grants Writer	R	85,896	90,252	94,776	99,540	104,544
Coordinator, Professional Development	R	85,896	90,252	94,776	99,540	104,544
Assessment Testing Coordinator	R	85,896	90,252	94,776	99,540	104,544
SharePoint Solutions Architect	S	90,486	95,004	99,792	104,844	110,100
Analyst/Programmer	S (P)	86,088	90,420	94,980	99,780	104,784
Planner, Capital and Facilities	T	95,688	100,512	105,588	110,892	116,460
Business Systems Analyst	T	95,688	100,512	105,588	110,892	116,460
Systems Administrator	U	100,680	105,720	111,064	116,632	122,568

Revised 06/2021

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
AND  
RIVERSIDE COMMUNITY COLLEGE CLASSIFIED EMPLOYEES  
CHAPTER #535, CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
MEMORANDUM OF AGREEMENT**

Re: Work Release Program

This AGREEMENT is made and entered into this 23rd day of April, 1997, by and between the Riverside Community College District (hereinafter called the "District"), and the Riverside Community College Classified Employees, Chapter #535, CSEA, (hereinafter called the "Association").

WHEREAS the District has an interest in being considered a member in good standing within those communities which it serves; and

WHEREAS the District can assist its communities by providing participants in the County's Work Release Program with the opportunity of fulfilling their obligations through public service; and

WHEREAS the District and the Association previously had established an oral understanding regarding the nature of the work to be performed by Work Release Program participants; and

WHEREAS the District and the Association now wish to establish written guidelines relative to the work assigned to those in the Work Release Program;

NOW, THEREFORE, BE IT RESOLVED THAT THE PARTIES HERETO AGREE AS FOLLOWS WITH RESPECT TO THE WORK ASSIGNED TO WORK RELEASE PROGRAM PARTICIPANTS:

1. Work release participants will not be supervised by bargaining unit employees. However, the District's Work Release Program supervisor may issue work assignments through bargaining unit employees. Issues and concerns of a supervisory nature shall be referred by bargaining unit employees to the District's Work Release Program supervisor.
2. Work release participants will not be allowed to drive District vehicles.

3. Work release participants will not engage in regular bargaining unit work. Allowable tasks include:
  - a. Assisting Facilities staff in cleanup after major events;
  - b. Cleaning streets and parking lots (e.g., sweeping curbs, picking up debris, etcetera);
  - c. Washing District vehicles;
  - d. Weeding non-landscaped areas and assisting Grounds staff in planting ground cover to alleviate and eliminate workloads in unlandscaped areas;
  - e. Digging ditches, picking up and loading branches, and raking and picking up piles of debris;
  - f. Cleaning District facilities made available to work release participants (e.g., restrooms, eating areas, etcetera) following work release use; and
  - g. Painting and striping curbs in parking lots.
  
4. Work release participants will use power equipment only on a limited basis and only to facilitate their efforts in performing the tasks identified above.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS  
CHAPTER 535 (CSEA)**

**MEMORANDUM OF UNDERSTANDING**

The Riverside Community College District (hereinafter “District”) and the California School Employees Association and its Chapter 535 (hereinafter “CSEA”) agree to a Classification and Compensation (salary) study as follows:

1. The parties will mutually agree on the selection of the consultant to complete the study.
2. The study will be conducted during the 2015-16 fiscal year with implementation of the new job descriptions and salary schedule, as negotiated by the parties, effective July 1, 2016.
3. The districts to be surveyed shall include:
  - a. Chaffey Community College District
  - b. Citrus Community College District
  - c. Long Beach City College District
  - d. Mt. San Antonio College District
  - e. Orange Coast Community College District (North)
  - f. South Orange County Community College District
  - g. Victor Valley Community College District
  - h. San Bernardino Valley College
  - i. Mt. San Jacinto College
4. In the event a large enough pool is not found in which to compare a position (a “pool” is defined as four districts), other Southern California community college districts other than those listed above shall be utilized.
5. Positions shall be deemed comparable if such position contains at least 75% of the duties and responsibilities (including experience and education) as identified in the current job descriptions and/or job questionnaires completed by unit members.
6. The parties will meet to negotiate the implementation of the study once the study is complete.
7. The parties agree that any changes to salary must be negotiated.

**RCC Police Overtime Procedure**

All overtime assignments will be designated as, “Overtime Opportunities” and “Overtime Assignments” we will no longer use any other terms when announcing overtime opportunities. In the past, other words were used to announce overtime opportunities and they were confusing. If you are given an overtime assignment, you will receive notice of the assignment along with the scheduled date, time and the amount of hours authorized for the assignment/opportunity.

1. **Seniority List:** An official RCCD seniority list has been developed and confirmed through Human Resources and Employee Relations (list available upon request). Senior Officers or Sergeants scheduling overtime assignments shall use only the official list for overtime opportunities. The list shall be used for all planned overtime, vacations/coverage needs, call offs (with sufficient advance notice), planned events and holidays.
2. **Overtime Procedure:** Prior to the beginning of each month, when planned overtime is available, the Senior Police Officer (SPO) in charge of scheduling will notify all police personnel via e-mail of the available overtime assignments. The SPO will indicate a “reply by date” on the email for those officers interested in the assignment.

A non-reply by email by the reply date will indicate a waiver of an officer’s interest in the assignment. Those officers who request the assignment will be given their selection based on the seniority list. An overtime tracking report will be used showing the order of seniority, those who accept an assignment, those who denied the assignment, and those who failed to reply by email.

Example #1 Overtime for October 2014:  
Saturday, Oct. 4, 8am-4pm Riverside College  
Sunday, Oct. 5, 3pm-11pm Norco College  
Monday, Oct 6, 2pm–10pm Moreno College

Listed above are the available overtime assignments for the month of October. Using the seniority list, the first officer with the most seniority will be offered his/her choice of any single assignment listed above. In this example, Officer #1 picks the Sunday Assignment at Norco College. Officer #1 will not be able to pick another assignment until additional overtime assignments are offered to all personnel and he/she is back on top of the list. Now if Officer #2 does not select any of the additional assignments listed,

Officer #3 has his/her choice of any of the available assignments. By Officer #2 not selecting an assignment, he/she will be bypassed until they are once again at the top of the selection list.

Once all overtime assignments are filled, the SPO will give the seniority tracking report to his Supervisor for final approval and sign off. The tracking report will then be stored in a binder and placed electronically on share point for viewing by all interested officers.

3. **Additional Overtime:** During each month, should additional overtime assignments come up as needed, the SPO shall continue the process above starting where the seniority list left off. This list shall continue to be followed during all overtime assignments including when an officer calls off sick. When calling off sick, an officer shall notify his/her supervisor/sergeant as soon as possible. The supervisor/sergeant shall use the above list starting where it left off and in the order of seniority to fill the assignment. In the event there is not an appropriate amount of time to utilize the seniority list, the supervisor/sergeant shall document the call off time of the officer calling in sick when assigning or holding over other officers. Supervisors/Sergeants shall make his/her best effort to utilize the list when possible and time permits.
4. **Allowable Overtime Hours:** Officers must be able to finish their assigned shift or work week before being given an overtime assignment. Officers may not work more than 12 hours per day unless approved by a supervisor/sergeant based on department needs. Officers not assigned to an overtime assignment who have a need to work over their scheduled shift for an in custody arrest, late report or other unannounced circumstance, shall contact his/her supervisor or other supervisor/sergeant/chief as soon as possible to get approval to hold over.

Example #1, Police Officer John Doe works 3pm–11pm and sees an overtime assignment from 11pm–7am. Officer Doe would not be able to fill this assignment since it would exceed 12 hours in the work day.

Example #2, Police Officer John Doe calls off sick for his day watch assignment of 7am-3pm. Officer Doe is scheduled to work an overtime assignment for a football game from 7pm-10pm. Since Officer Doe did not finish his assigned shift, Officer Doe would not be eligible to work the overtime assignment.

**Mandatory Overtime:** In the event an overtime assignment or holiday assignment is not picked up by any officer utilizing this procedure via the seniority list, officers maybe called into work for “mandatory overtime”. Mandatory overtime will only be used when

no one signs up for an overtime assignment or holiday and the shift must be filled. In these incidences, management will use the reverse order of the seniority list, mandating that the most junior officer will be ordered into work first and continue in reverse order until the most senior officer is utilized.

/s/ Gina Salazar 9/17/14  
District Representative

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California School Employee Association  
and its Chapter 535

/s/ SThomas 9/17/14  
District Representative

/s/ Leona Crawford 9/17/14  
Leona Crawford, President, Chapter 535

/s/ Denise Williams 9/17/14  
Denise Williams, Labor  
Relations Representative

RCCD

RIVERSIDE COMMUNITY  
COLLEGE DISTRICT

MORENO  
VALLEY  
COLLEGE

NORCO  
COLLEGE

 RCC  
RIVERSIDE CITY COLLEGE