



California  
School  
Employees  
Association

326 West Katella Ave.  
Suite E  
Orange, CA 92867-4756

(714) 532-3766  
(800) 564-9979

[www.csea.com](http://www.csea.com)

Adam Weinberger  
Association President

Keith Pace  
Executive Director

Member of the AFL-CIO

The nation's largest  
independent classified  
employee association



July 7, 2025

**Sent via Electronic Mail Only**  
presidentcsea167@outlook.com

Elaine Loayza, Chapter President 167

Re: Tentative Agreement – 2024-2027 Successor

Dear Chapter President Loayza:

I have received the Successor Agreement tentatively agreed to between the North Orange County Community College District and California School Employees Association and its NOCCCD Chapter 167 that will be in effect from July 1, 2024 through June 30, 2027.

It has been reviewed in accordance with Policy 610. I have found no apparent violation of law, CSEA's Constitution and Bylaws, or Policy.

Ratification for this tentative agreement **is** required. After the agreement has been ratified by the chapter, and signed by you, the district, and your Labor Relations Representative (LRR) please provide your LRR with three (3) signed copies of the final agreement. Additionally, please provide your LRR with the ratification date so that we may update our records.

*Please ensure your chapter complies with the Ratification Meeting requirements as identified in your chapter constitution and Policy 610 Ratification Notice.*

I would like to take this opportunity to acknowledge the time and effort spent by you and the Negotiating Committee in negotiations. Your involvement and dedication are truly appreciated.

Please feel free to contact my office if you have any questions or concerns.

Congratulations on your agreement!

Sincerely,

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Amy Gonzales  
Field Director

AG/jt  
Enclosures

Cc: Karen Knecht, Regional Representative 22  
Laura Moore, Area H Director  
Emma Lopez, Senior Labor Relations Representative  
Chapter 167 Contract File

*Our mission: To improve the lives of our members, students and community.*

**Last Best and Final Comprehensive Proposal**  
From North Orange County Community College District  
To California School Employees Association  
and its North Orange County Community College District Chapter 167

**June 30, 2025**

**PREAMBLE**

**PREAMBLE**, shall remain unchanged and language to remain status quo, except as indicated below:

This Agreement is made and entered into this ~~30<sup>th</sup> of June 2025~~~~3rd day of September 2021~~, by and between North Orange County Community College District, hereinafter referred to as the District, and the California School Employees Association, and its **North Orange County Community College District (NOCCCD) Chapter 167** (hereinafter, "CSEA"). ~~CSEA Chapter # 167, hereinafter referred to as CSEA.~~

The purpose of this Agreement is to promote the improvement of personnel management and employer-employee relations, provide an equitable and peaceful procedure for the resolution of differences, and establish rates of pay and other terms and conditions of employment.

**Article I**, shall remain unchanged except for the following amendment(s):

**ARTICLE 1**

**RECOGNITION**

**ARTICLE 1- RECOGNITION**, shall remain unchanged except for the following amendment(s):

- 1.1 **Acknowledgment**: The District hereby acknowledges that CSEA is the exclusive bargaining representative for all classified employees described in Appendix A, attached hereto and incorporated herein by reference as part of this Agreement, except classified employees who are designated Management or Confidential. All newly created positions, except those that lawfully are Management or Confidential, shall be assigned to the bargaining unit. The determination of Management or Confidential positions that affect members of the bargaining unit shall be made by mutual agreement between the District and CSEA. Disputed cases may be submitted to the PERB for resolution. The bargaining unit may be expanded to other classes by mutual agreement of the District and CSEA subject to the rules of PERB.
- 1.2 **Restriction on District Negotiations and Agreements**: The District shall conduct no negotiations nor enter into any agreements with any other organization on ~~CSEA-related~~ matters that ~~is~~ are a mandatory subject of collective bargaining concerning the rights of Unit Members and/or CSEA without prior notice to and approval by CSEA of the negotiations and the Agreements.

## ARTICLE 2

### NO DISCRIMINATION

ARTICLE 2- NO DISCRIMINATION, shall remain unchanged except for the following amendment(s):

- 2.1 The District and CSEA are committed to the concept of equal employment opportunity in recruiting, hiring, training, evaluating, and promoting persons in all job classifications (based on job-related qualifications), and also administration of all personnel actions such as evaluation procedures, compensation benefits, transfers, layoff, return from layoff, social and recreational programs, without regard to race, gender identity, color, religion, sex, national origin, sexual orientation, marital status, age, or disability.
- 2.2 No Unit Member shall be discriminated against because of race, gender identity, national origin, religion, sexual orientation or marital status and, to the extent prohibited by law, no Unit Member shall be discriminated against because of age, sex, or disability. However, because these issues are addressed by the District's Unlawful Discrimination policy and procedures and are best adjudicated in the appropriate state and federal agencies, any dispute or claim arising under this section shall be specifically excluded from the grievance procedure as provided in this Agreement. Unit Members maintain the right to seek CSEA representation in attempting to informally resolve an issue arising under this section and filed pursuant to the District's Administrative Procedure for complaints of unlawful discrimination.
- 2.3 No Unit Member shall be appointed, reduced, removed or in any way favored or discriminated against because of the Unit Member's political opinions or affiliations.
- 2.4 Neither the District nor CSEA shall interfere with, intimidate, restrain, coerce, or discriminate against a Unit Member because of the exercise of rights guaranteed by the Rodda Act.

## ARTICLE 4

### EMPLOYEE RIGHTS AND RESPONSIBILITIES

ARTICLE 4- EMPLOYEE RIGHTS AND RESPONSIBILITIES, shall remain unchanged except for the following amendment(s):

- 4.1 Personnel Files
  - 4.1.1 The personnel file of each Unit Member shall be maintained at the District Office of Human Resources.
  - 4.1.2 All personnel files shall be kept in confidence and shall be available for inspection only to other employees of the District when actually necessary in the proper administration of the District's affairs or the supervision of the Unit Member.
  - 4.1.3 The District shall keep a log in each Unit Member's personnel file indicating the persons, other than employees of the District Office of Human Resources in the performance of routine filing operations or access in response to an inquiry by the Unit Member, who have examined the file and the date such examinations were made. The log shall be maintained in the Unit Member's personnel file. Such log and the Unit Member's personnel files shall be available for examination by the Unit Member or the Unit Member's designated representative, if authorized in writing or in person by the Unit Member.
  - 4.1.4 Information of a derogatory nature, except that listed in section 4.1.7 of this Article, shall not be placed in a Unit Member's personnel file unless and until the Unit Member is given notice and an opportunity to review and comment thereon. The Unit Member shall be given a reasonable amount of time during normal working hours and without loss of pay to prepare a written response to such material prior to placement in the Unit Member's file. Any derogatory material placed in a Unit Member's personnel file will include the identity of the author and the date such material was initiated.
  - 4.1.5 No adverse action of any kind shall be taken against a Unit Member based upon materials in the Unit Member's personnel file which have not been made available to the Unit Member.

- 4.1.6 The Vice Chancellor of Human Resources or designee, upon written request from the Unit Member, will remove any derogatory materials, except formal written evaluations which are less than three (3) years old, from the Unit Member's file provided the material is over two (2) years old, and no other derogatory material has been placed in the file within the last two (2) years. Formal written evaluations more than two (2) years old may be removed when a new evaluation form is on file.
- 4.1.7 A Unit Member shall have the right at any reasonable time and without loss of pay to examine for a reasonable time and/or obtain a copy of any material from the Unit Member's personnel file with the exception of material that pertains to ratings, reports, or records which were (1) obtained prior to the employment of the Unit Member, (2) prepared by identifiable members of any examination or hiring committee, or (3) obtained in connection with any promotional examination.
- 4.1.8 The contents of this Article are referenced in the Education Code.
- 4.2 Responsibility to Notify District of Change of Address or Telephone Number

A Unit Member shall be responsible for updating their own, notify the District Office of Human Resources of the Unit Member's current personal information including mailing address, and telephone number, and emergency contact number within twenty (20) working days of any change-change. This shall be done by accessing My Gateway or current employee portal.

## ARTICLE 5

### ORGANIZATIONAL RIGHTS

**ARTICLE 5- ORGANIZATIONAL RIGHTS**, shall remain unchanged except for the following amendment(s):

- 5.1 CSEA Rights: CSEA shall have the following rights in addition to the rights contained in any other portion of the Agreement:
- 5.1.1 The right of access at reasonable times by a reasonable number of authorized CSEA representatives to areas in which Unit Members work, provided that access to Unit Members shall be limited to nonworking hours and non-assigned times such as breaks, duty-free lunch periods, and before or after working hours. Such access shall not be utilized in a manner that will disturb, disrupt, or otherwise interfere with the normal workflow of any employee of the District or the education of any students of the District.
- 5.1.1.1 CSEA staff members, officers, union stewards or other official representatives shall provide the Immediate Management Supervisor of the area with reasonable advance notice for purposes of such access and shall, prior to contacting an employee, make his/her presence known to the employee's Immediate Management Supervisor. Any member of the CSEA field staff who wishes access to District premises shall notify the Vice Chancellor of Human Resources of his/her identity.
- 5.1.1.2 CSEA union stewards shall be permitted incidental use of District telephones and e-mail to contact Unit Members for union representation purposes relative to rights afforded under this Agreement.
- 5.1.2 The right to use without charge institutional bulletin boards, mailboxes of the school mail system, and other District means of communication for the posting or transmission of information or notices concerning CSEA matters.
- 5.1.3 The right to use institutional building, facilities, and standard office equipment, in accordance with Board policy and the Civic Center Act, at reasonable times, for the purpose of conducting chapter business and related matters. Such use will be at no cost unless special services are required as determined by the Immediate Management Supervisor.
- 5.1.4 The right to review Unit Members' personnel files and any other records dealing with Unit Members when accompanied by the Unit Member or on presentation of a written authorization signed by the Unit Member.
- 5.1.5 The right to receive, upon request, a complete "hire date" roster of all Unit Members, indicating the Unit Member's present classification, department and location assignment. The right to receive, upon request, a complete roster of all Unit Members by

hours in paid status, indicating total hours in paid status for seniority purposes, present classification, department and location assignment.

- 5.1.6 The right to receive, upon request, copies of written reports that are public records in accordance with state law.
- 5.1.7 The right to receive copies of applications to governmental agencies for grant, funding, or approval when such grant, funding, or approval will involve the employment of additional classified employees. No employment of classified employees under such grant or funding shall occur until CSEA has been provided a reasonable time to review and comment.
- 5.1.8 The right to receive, upon request, copies of material in the possession of or produced by the District necessary for CSEA to fulfill its role as the exclusive bargaining representative.
- 5.1.9 Release time for CSEA activities shall be granted pursuant to this section:

**5.1.9.1 Release Time for CSEA Annual Conference**

- 5.1.9.1.1 CSEA shall have the right to designate up to six (6) Unit Members who shall be granted release time, without loss of compensation, to attend the CSEA Annual Conference.
- 5.1.9.1.2 Unit Members granted release time as provided in section 5.1.9.1.1 shall be released from their duties for the actual days of the conference, not to exceed five (5) days.
- 5.1.9.1.3 All expenses associated with attendance at the conference, including travel, shall be the responsibility of the Unit Members and CSEA. Travel shall not involve the use of District vehicles.
- 5.1.9.1.4 CSEA shall provide the Vice Chancellor of Human Resources, not less than thirty (30) days in advance of the conference, written notice of the dates of the conference and the names of the Unit Members who have been designated to attend the conference.
- 5.1.9.1.5 Not more than one (1) Unit Member within the same job classification or series of job classifications (e.g., *Administrative Assistant I, Administrative Assistant II, Administrative Assistant III*) from any one department may be granted release time to attend the conference if the District determines that granting leave to more than one Unit Member from the department within the same job classification or series of job classifications would have an adverse impact on the operation of the department.

**5.1.9.2 Release Time for CSEA Executive Board's Members**

- 5.1.9.2.1 CSEA shall be allocated up to twenty-five (25) hours of release time per calendar month for use by the President and officers of the Executive Board to conduct CSEA Chapter 167 business and employer-employee relations matters.

- 5.1.9.2.1.1 This release time shall not be cumulative but shall be in addition to any release time granted for serving as an officially designated union steward and/or member of the CSEA negotiating team, as provided in Article 7 and Article 26 of this Agreement, respectively.
  - 5.1.9.2.1.2 Additional release time may be granted during any month if approved by the Vice Chancellor of Human Resources.
  - 5.1.9.2.2 Use of release time shall be coordinated with the Unit Member's Immediate Management Supervisor. Requests for release time shall be submitted to the Unit Member's Immediate Management Supervisor on the District approved form, normally at least two (2) working days prior to the date on which the release time is requested. It is recognized that certain circumstances may require a lesser period of advanced notice. No released time shall be permitted in the absence of advanced notice as provided in this section.
  - 5.1.9.2.3 After submission of the request for release time, the Unit Member shall be released from duty during reasonable times for the purposes specified in this Article. If, due to an emergency, as determined by the Immediate Management Supervisor, an adequate level of service cannot be maintained in the absence of the Unit Member at the time requested, the Unit Member shall attend to the existing emergency and shall be allowed to leave upon satisfactory resolution of the emergency.
  - 5.1.9.2.4 The Unit Member shall specify, on the monthly time sheet, the dates and times of release time taken for participation in activities pursuant to the provisions of this Article.
  - 5.1.9.2.5 No Unit Member shall be discriminated against with regard to any application for transfer or promotion because of the use of release time as a Chapter officer in accordance with this Article.
  - 5.1.9.2.6 Within five (5) working days of their election, the CSEA President or designee shall notify the Vice Chancellor of Human Resources in writing of the names of the members of the Executive Board. If a change in designated members of the Executive Board is made, the CSEA President shall notify the Vice Chancellor of Human Resources in writing within five (5) working days of such change.
- 5.1.9.3 Release Time for Union Stewards: Release time for union stewards shall be granted pursuant to the provisions of Article 7 of this Agreement.
- 5.1.9.4 Release Time for Negotiations: Release time for negotiation on matters within the scope of representation shall be granted pursuant to the provisions of Article 26 of this Agreement.
- 5.1.9.5 Release Time for CSEA Statewide Elected Office: In the event any CSEA member is elected to

a CSEA statewide office the District shall comply with the provisions of the California Education Code, Section 88210. The Unit Member shall provide the Vice Chancellor of Human Resources with official written notification of election and the term of office of the position.

5.1.9.6 CSEA In-Service Workshops: Two CSEA sponsored In-Service Workshops per fiscal year may be held during scheduled work hours, subject to approval by the Vice Chancellor of Human Resources, under the following conditions:

- 5.1.9.6.1 Sixty working (60) days prior but no less than forty-five (45) working days to the scheduled date of the proposed workshop, a letter of notification from the CSEA President will be sent to the Vice Chancellor of Human Resources indicating the proposed location, day, time and topic of the workshop. This provision notwithstanding, a workshop may be scheduled without sixty (60) working days' prior notification by mutual agreement of the CSEA President and the Vice Chancellor of Human Resources.
- 5.1.9.6.2 Within ten (10) working days of receipt of notification, the Vice Chancellor of Human Resources will provide the CSEA President with written notification of the Vice Chancellor's approval or denial of the workshop.
- 5.1.9.6.3 The duration of any workshop may not exceed ninety (90) minutes.
- 5.1.9.6.4 A Unit Member wishing to attend the In-service Workshop must submit a written request to the Unit Member's Immediate Management Supervisor at least ten (10) five (5) working days prior to the scheduled date of the workshop unless otherwise approved by the supervisor. If approved in writing by the Immediate Management Supervisor, the Unit Member shall be released from the Unit Member's duties to attend the workshop.

## 5.2 Conduct of CSEA Business

5.2.1 Except as specifically provided in this Agreement, CSEA chapter business (e.g., meetings, circulation of petitions, elections, etc.) will be conducted by Unit Members at times other than their assigned working hours. Unit Members shall not be given time off for meetings of CSEA; however, Unit Members may adjust their work schedules, with prior approval of their Immediate Management Supervisors, for the purpose of attending regularly scheduled CSEA Chapter #167 general membership business meetings, subject to all of the following:

- 5.2.1.1 Adjustment of a Unit Member's work schedule for this purpose shall not be permitted more than once in any calendar month.
- 5.2.1.2 Adjustment of the work schedule shall be permitted only if the scheduled meeting time falls within the Unit Member's scheduled working hours and if the requested adjustment does not conflict with the operational needs of the department, as determined by the Immediate Management Supervisor

- 5.2.1.3 Adjustment of the work schedule shall not cause a break in the Unit Member's scheduled working hours, exclusive of the scheduled meal period, of more than one hour during the workday. The time taken for the break in working hours must be made up on the same workday so that the time worked is equal to the number of working hours normally scheduled for that day.
- 5.2.1.4 Adjustment of the starting and ending time of the Unit Member's scheduled meal period may be permitted consecutively with the break in scheduled working hours; however, such adjustment shall not cause a change in the length of the Unit Member's scheduled meal break for that day.
- 5.2.1.5 A request for adjustment of the work schedule must be submitted in writing to the Unit Member's Immediate Management Supervisor at least two working days in advance of the day for which the schedule adjustment is requested. The request must indicate the date and time of the CSEA general membership meeting, the requested schedule adjustment, and a proposal for when the time for the break in working hours will be made up. No adjustment in a Unit Member's schedule shall be permitted in the absence of advanced notice and approval as provided herein.
- 5.2.2 Bargaining Unit Members may be released from duty, without loss of compensation, for up to one (1) hour for the purpose of attending a contract ratification meeting, and up to one-half (1/2) hour for the purpose of voting on ratification of a contract, if the meeting or voting time falls within the Unit Member's scheduled working hours and if the time does not conflict with the operational needs of the department, as determined by the Immediate Management Supervisor.
- 5.2.2.1 On the scheduled day of the contract ratification vote, the designated Nominations/Elections Chairperson shall be released from duty for up to eight (8) hours, without loss of compensation, to conduct the balloting.
- 5.2.2.2 On the scheduled day of the contract ratification vote, two designated Tellers from each campus (Anaheim, Cypress, Fullerton) shall be released from duty for up to three (3) hours each, without loss of compensation, to superintend the balloting during the scheduled voting periods at their respective campuses.
- 5.2.2.3 Release time for the Nominations/Elections Chairperson and the Tellers shall be coordinated with their Immediate Management Supervisors. Requests for release time shall be normally be made at least five (5) ~~two (2)~~ working days prior to the date on which the release time is requested unless otherwise approved by the supervisor. It is recognized that certain circumstances may require a lesser period of advanced notice. No released time shall be permitted in the absence of advanced notice as provided in this section.
- 5.2.2.4 Normally at least five (5) working days in advance, the CSEA President shall provide the Vice Chancellor of Human Resources with written notice of the dates of the ratification meeting and balloting, the location of the ratification meeting, and the times at which voting will begin and end at each campus.

## 5.5 Committee Representation

5.5.1 In addition to rights of appointment contained in any other portion of this Agreement, California Education Code 70901.2(a) or as provided by District policy, CSEA shall have the right to appoint the classified employee representative to the following Districtwide and collegewide governance committees:

- 5.5.1.1 District Council on Budget and Facilities;
- 5.5.1.2 District Consultation Council;
- 5.5.1.3 District Equal Employment Opportunity Advisory Committee;
- 5.5.1.4 College Budget Committees;
- 5.5.1.5 College Presidents' Advisory Councils;
- 5.5.1.6 College Diversity Committees;
- 5.5.1.7 Campus and District Staff Development Professional Development Committees.
- 5.5.1.8 Campus Accreditation Committee
- 5.5.1.9 Campus Distance Education Committee
- 5.5.1.10 Campus and District Technology Committees
- 5.5.1.11 Campus Safety Committee
- 5.5.1.13 Campus Sustainability Committee
- 5.5.1.14 District Insurance and Benefits Committee

## ARTICLE 9

### PAY AND ALLOWANCES

**ARTICLE 9- PAY AND ALLOWANCES** shall remain unchanged and language to remain status quo, except as indicated below:

#### ADJUSTMENT FOR THE 2024 - 2025 FISCAL YEAR

Unit members who are employed on the day of Board of Trustee approval of this Tentative Agreement shall receive a one-time off schedule payment in the amount of one thousand two hundred dollars \$1,200.00 within sixty (60) days after Board of Trustees approval.

#### ADJUSTMENT FOR THE 2025-2026 FISCAL YEAR

The Classified Salary Schedule will be increased by one and three quarters percent (1.75%) for 2025-2026, across the schedule, effective prospectively within sixty (60) days after Ratification and North Orange County College District Board of Trustees approval. Unit members who participated in employee plus one medical benefits with NOCCCD beginning January 2025 and who are employed on the day of Board of Trustee approval of this Tentative Agreement will receive a one-time off schedule payment in the amount of eight hundred dollars \$800.00 within sixty (60) days after Board of Trustees approval. Unit members who participated in employee plus family medical benefits with NOCCCD beginning January 2025 and who are employed on the day of Board of Trustee approval of this Tentative Agreement will receive a one-time off schedule payment in the amount of eighteen hundred \$1,800.00 within sixty (60) days Board of Trustees approval.

#### ADJUSTMENT FOR THE 2026-2027 FISCAL YEAR

The Classified Salary Schedule will be increased by zero point two five percent (0.25%) for 2026-2027, across the schedule, effective July 1, 2026.

## CONTINGENCY ADJUSTMENT FOR THE 2025-2026 and 2026-2027 FISCAL YEARS

This contingency language is based upon the following requirements and stipulations.

In the event that the District receives Student Centered Funding Formula revenue in excess of \$262,433,892 for fiscal year 2025-2026, the District will provide 15.91% of the additional revenue in the form of a one-time payment at the end of the 2026-2027 fiscal year using the State Chancellor's Office P2 available revenue received by the District in fiscal year 2025-2026. The equivalent amount will be converted to a percentage increase which will be added to the 2026-2027 Classified Salary Schedule, effective July 1, 2026.

See the attached formula calculation regarding the application of this contingency language.

If the District does not receive the fully funded apportionment revenue of \$262,433,892, then no additional compensation shall be paid for fiscal year 2025-2026. The preceding contingency shall apply for fiscal year 2026-2027.

### ARTICLE 10 - HOURS AND OVERTIME

**ARTICLE 10- HOURS AND OVERTIME**, shall remain unchanged and language to remain status quo, except as indicated below:

#### HOURS AND OVERTIME

##### 10.1 Workweek and Workday

10.1.1 The District has the right to change a Unit Member's work schedule with respect to the days per week and/or starting and ending times to meet the operational needs of the District. When a Unit Member's work schedule is changed, the Immediate Management Supervisor will provide a rationale for the change. A Unit Member's work schedule may not be changed permanently unless the Unit Member is given twenty (20) working days advance written notice. A permanent work schedule change is a change that will continue beyond ninety (90) working days.

10.1.2 The length of the workday shall be designated by the District for each Unit Member in accordance with the provisions set forth in the Agreement.

10.1.3 Except as provided in section 10.1.3.6, each Unit Member shall be assigned a fixed, regular, and ascertainable minimum number of hours per day, with regular daily starting and ending times, days per week, and months per year. Any change in a Unit Member's schedule shall comply with the provisions of the section, except as provided in section 10.1.3.6.

10.1.3.1 The District has the right to change a Unit Member's work schedule with respect to the days per week and/or starting and ending times to meet the operational needs of the District. When a Unit Member's work schedule is changed, the Immediate Management Supervisor will provide a rationale for the change. A Unit Member's work schedule may not be changed permanently unless the Unit Member is given twenty (20) working days advance written notice. A permanent work schedule change is a change that will continue beyond ninety (90) working days. If the proposed permanent change to the Unit Member's work schedule causes an undue hardship, which may prevent continued employment, the Unit Member may request a meeting with the supervisor prior to the change. The IMS may consider changing the effective date of the permanent work schedule.

10.1.3.2 The District has the right to change a Unit Member's work schedule in conjunction with the disciplinary process, for the causes specified in Article 20.3.

10.1.3.2.1 Where the cause for disciplinary action involves an issue under Article 20.3.1, 20.3.9, or 20.3.10, the informal corrective measures, as specified in Article 20.5.1, shall be implemented prior to implementing a change in a Unit Member's schedule as a corrective measure.

- 10.1.3.2.2 Any change in a Unit Member's schedule in conjunction with the disciplinary process shall constitute an informal corrective measure within the meaning of Article 20.2.3.
- 10.1.3.3 The work schedules of Unit Members in campus safety/security classifications shall be subject to change on a rotating basis, not more often than once every twelve (12) months. At the beginning of each fiscal year, the Immediate Management Supervisor will provide Unit Members with a schedule of the rotation.
- 10.1.3.4 A Unit Member's work schedule may be changed with respect to the days per week and/or starting and ending times at the request of the Unit Member, subject to approval by the Immediate Management Supervisor. The request must be made on the *Schedule Change Request* form (Appendix D). If the Unit Member's request for a work schedule change is approved, a copy of the completed *Schedule Change Request* form will be forwarded to the CSEA President.
- 10.1.3.5 The District has the right to establish the work schedule for a new position or to change the work schedule when a position becomes vacant, with respect to the days per week and/or starting and ending times, to meet the operational needs of the District.
- 10.1.3.6 Workday Exception List
  - 10.1.3.6.1 The classifications listed in Appendix C are exempt from regular daily starting and ending times. The daily starting and ending times of Unit Members in these classifications may vary from day-to-day where support of the assigned program or service requires fluctuation in the daily schedule. The Unit Member will be notified of any time changes as soon as possible before the change. Schedule variations shall be distributed and rotated as equally as is practical among qualified Unit Members within each department. The District shall determine the qualification required for any given daily schedule change
  - 10.1.3.6.2 In accordance with program or service requirements, the District or CSEA may propose additions or deletions of classifications for exemption from regular starting and ending times. If either the District or CSEA does not agree with a proposal, the District and CSEA will meet to negotiate the proposal.

10.1.3.7 In any fiscal year that contains 261 or 262 workdays, twelve-month, full time Unit Members who have been employed since July 1<sup>st</sup> of the preceding year and who would work in excess of 260 days will take a non-workday on the first workday of the calendar year (for years with 261 workdays) or the first and second workdays of the calendar year (for years with 262 workdays) immediately following New Year's Day Holiday per CalPERS contribution requirements. This will not result in any reduction in the monthly compensation for full-time twelve-month bargaining Unit Members who meet the criteria above.

## 10.2 Workweek/Workday Schedules

A Unit Member may be assigned by the District to a standard or alternative workweek/workday schedule in accordance with the following provisions. In addition, CSEA and the District may, by mutual agreement, establish an alternative workweek/workday schedule for all Unit Members, or for specified classifications of Unit Members. The applicable dates and exceptions shall be specified at least sixty (60) calendar days prior to implementation, unless otherwise agreed by CSEA and the District.

### 10.2.1 Standard Workweek/Workday Schedule

- 10.2.1.1 The Standard workweek/workday schedule for a full-time Unit Member comprises forty (40) hours per workweek consisting of five (5) consecutive workdays at eight (8) hours each.
- 10.2.1.2 The workweek for this schedule consists of the regular and recurring period of 168 hours beginning at 12:01 a.m. on Monday and ending at midnight on the following Sunday.
- 10.2.1.3 Holidays are eight (8) hours.

- 10.2.1.4 If a holiday falls on an eight (8) hour workday, that day becomes an eight (8) hour paid holiday. If a holiday falls on a scheduled day off, the Unit Member shall be provided with a substitute holiday or compensated as if the holiday had fallen on an assigned workday.
- 10.2.1.5 Any time worked beyond eight (8) hours per day on a scheduled eight (8) hour workday is considered overtime. Any time worked on a scheduled day off is considered overtime.

10.2.2 Alternative Workweek/Workday Schedules

10.2.2.1 Four (4) Day/Ten (10) Hour Alternative Schedule ("4/10")

10.2.2.1.1 The "4/10" workweek/workday schedule for a full-time Unit Member comprises forty (40) hours per workweek consisting of four (4) workdays at ten (10) hours each and a designated day off, scheduled within a five (5) consecutive day period. Any day of the normal scheduled workweek may be scheduled as the designated day off.

For this example, Monday has been scheduled as the designated day off (Figure 1).

<b>Figure 1</b>				
<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>
<b>Designated Day-Off</b>	<b>10-Hour Workday</b>	<b>10-Hour Workday</b>	<b>10-Hour Workday</b>	<b>10-Hour Workday</b>

10.2.2.1.2 The workweek for this schedule consists of the regular and recurring period of 168 hours beginning at 12:01 a.m. on Monday and ending at midnight on the following Sunday.

10.2.2.1.3 Holidays are eight (8) hours with the potential exception of Juneteenth and July 4th.

10.2.2.1.4 If a holiday falls on a ten (10) hour workday, then that ten (10) hour workday becomes an eight (8) hour paid holiday. Two (2) hours of accrued compensatory time or vacation time shall be used, respectively, in combination with the eight (8) hour paid holiday. In any week with a holiday listed in Article 13, the workweek for all employees—except Campus Safety—will revert to a five (5)-day schedule with eight-hour workdays. Juneteenth and July 4th will be paid in accordance with the Unit Member's scheduled workday. All holidays, except Juneteenth and July 4th are paid as 8-hour holidays as described above. If the Unit Member is scheduled during the week of Juneteenth or July 4th holiday for 8, 9, or 10 hours, the Unit Member's pay will reflect 8, 9, or 10 hours consistent with their assigned workday.

10.2.2.1.5 For Juneteenth and July 4th, if the observed holiday is on a Unit Member's regular scheduled day off, the Unit Member must coordinate with their supervisor to observe the holiday on either the preceding or succeeding workday.

For this example, the holiday falls on Friday (Figure 2).

<b>Figure 2</b>				
<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>
<b>Designated Day-Off</b>	<b>10-Hour Workday</b>	<b>10-Hour Workday</b>	<b>10-Hour Workday</b>	<b>8-Hour Holiday</b> + <b>Use 2 Hours Comp or Vacation</b>

10.2.2.1.5

~~Except where the designated day off is a Friday, if a holiday falls on a designated day off, the succeeding scheduled ten (10) hour workday shall be taken as an eight (8) hour paid holiday with two (2) hours of accrued compensatory time or vacation time to be used, respectively, in combination with the eight (8) hour paid holiday. Where the designated day off is a Friday, if a holiday falls on that day, the preceding scheduled ten (10) hour workday shall be taken as an eight (8) hour paid holiday with two (2) hours of accrued compensatory time or vacation time to be used, respectively, in combination with the eight (8) hour paid holiday.~~

~~For this example, the holiday falls on Monday, the designated day off. The following scheduled ten (10) hour workday, Tuesday, is taken as the holiday (Figure 3).~~

**Figure 3**

<i>Monday</i>	<i>Tuesday</i>	<i>Wednesday</i>	<i>Thursday</i>	<i>Friday</i>
Holiday Falls On Designated Day Off	8 Hour Holiday + Use 2 Hours Comp or Vacation	10 Hour Workday	10 Hour Workday	10 Hour Workday

10.2.2.1.6

Any time worked beyond ten (10) hours per day on a scheduled ten (10) hour workday is considered overtime. Any time worked on a designated day off is considered overtime. ~~(Figure 4).~~

**Figure 4**

<i>Monday</i>	<i>Tuesday</i>	<i>Wednesday</i>	<i>Thursday</i>	<i>Friday</i>
Designated Day Off	10 Hour Workday	10 Hour Workday	10 Hour Workday	10 Hour Workday
Any Hours Worked =OT	Any Time Worked Past 10 Hours =OT	Any Time Worked Past 10 Hours =OT	Any Time Worked Past 10 Hours =OT	Any Time Worked Past 10 Hours =OT

10.2.2.2 Nine (9) Day/Eighty (80) Hour Alternative Schedule (“9/80”)

10.2.2.2.1

The “9/80” workweek/workday schedule for a full-time Unit Member comprises eighty (80) hours in two (2) calendar weeks consisting of a fixed schedule of four (4) workdays at nine (9) hours each and one (1) workday at eight (8) hours in one calendar week and four (4) workdays at nine (9) hours each in the other calendar week. Any day within the two (2) calendar week period may be scheduled as the designated day off, provided that the corresponding weekday within the two (2) calendar week period is scheduled as the eight (8) hour workday.

For this example, Friday has been used as both the designated day off and the eight (8) hour workday (Figure 15).

Figure 16					
	Monday	Tuesday	Wednesday	Thursday	Friday
Week One	9 Hour Workday	9 Hour Workday	9 Hour Workday	9 Hour Workday	Designated Day Off
Week Two	9 Hour Workday	9 Hour Workday	9 Hour Workday	9 Hour Workday	8 Hour Workday

10.2.2.2.2 The workweek for this schedule consists of the regular and recurring period of 168 hours beginning at the temporal midpoint of the scheduled shift on the eight (8) hour workday and ending at the same time on the corresponding day of the following calendar week.

10.2.2.2.3 Holidays are eight (8) hours. In any week with a holiday listed in Article 13, both workweeks for all employees—except Campus Safety—will revert to a five (5)- day schedule with eight-hour workdays. Juneteenth and July 4th will be paid in accordance with the Unit Member's scheduled workday. All holidays, except Juneteenth and July 4<sup>th</sup> are paid as 8-hour holidays as described above. If the Unit Member is scheduled during the week of Juneteenth or July 4<sup>th</sup> holiday for 8, 9, or 10 hours, the Unit Member's pay will reflect 8, 9, or 10 hours consistent with their assigned workday.

10.2.2.2.3.1 For Juneteenth and July 4th, if the observed holiday is on a Unit Member's regular scheduled day off, the Unit Member must coordinate with their supervisor to observe the holiday on either the preceding or succeeding workday.

10.2.2.2.4 If a holiday falls on a nine (9) hour workday, that nine (9) hour workday becomes an eight (8) hour paid holiday. One (1) hour of accrued compensatory time or vacation time shall be used, respectively, in combination with the eight (8) hour paid holiday.

For this example, the holiday falls on Monday of Week One (Figure 6).

**Figure 6**

	Monday	Tuesday	Wednesday	Thursday	Friday
Week One	8 Hour Holiday + Use 1 Hour Comp or Vacation	9 Hour Workday	9 Hour Workday	9 Hour Workday	Designated Day Off
Week Two	9 Hour Workday	9 Hour Workday	9 Hour Workday	9 Hour Workday	8 Hour Workday

10.2.2.2.5 If a holiday falls on the eight (8) hour workday, that eight (8) hour workday becomes an eight (8) hour paid holiday.

For this example, the holiday falls on Friday of Week Two (Figure 7).

**Figure 7**

	Monday	Tuesday	Wednesday	Thursday	Friday

<b>Week One</b>	9 Hour Workday	9 Hour Workday	9 Hour Workday	9 Hour Workday	Designated Day Off
<b>Week Two</b>	9 Hour Workday	9 Hour Workday	9 Hour Workday	9 Hour Workday	8 Hour Holiday

10.2.2.2.6 If a holiday falls on a scheduled day off, then the succeeding eight (8) hour workday is taken for the holiday.

For this example, the holiday falls on Friday of Week One, the designated day off. The following scheduled eight (8) hour workday, Friday of Week Two, is taken as the holiday (Figure 8).

<b>Figure 8</b>					
	Monday	Tuesday	Wednesday	Thursday	Friday
<b>Week One</b>	9 Hour Workday	9 Hour Workday	9 Hour Workday	9 Hour Workday	Holiday Falls On Designated Day Off
<b>Week Two</b>	9 Hour Workday	9 Hour Workday	9 Hour Workday	9 Hour Workday	Taken As 8 Hour Holiday

10.2.2.2.7 If holidays fall on both a designated day off and the following eight (8) hour workday, the nine (9) hour workday preceding the designated day off is taken as an eight (8) hour paid holiday with one (1) hour of compensatory time or vacation time to be used, respectively, in combination with the eight (8) hour paid holiday, and the eight (8) hour workday following the designated day off is taken as an eight (8) hour paid holiday.

For this example, holidays fall on Friday of Week One, the designated day off, and the following Friday of Week Two, the scheduled eight (8) hour workday. Thursday of Week One, the nine (9) hour workday immediately preceding the scheduled day off, and Friday of Week Two, the eight (8) hour workday, are taken as holidays (Figure 9).

<b>Figure 9</b>					
	Monday	Tuesday	Wednesday	Thursday	Friday
<b>Week One</b>	9 Hour Workday	9 Hour Workday	9 Hour Workday	Taken As 8 Hour Holiday +	Holiday Falls On Designated Day Off
				Use 1 Hour Comp or Vacation	
<b>Week Two</b>	9 Hour Workday	9 Hour Workday	9 Hour Workday	9 Hour Workday	Taken As 8 Hour Holiday

10.2.2.2.48 Any time worked beyond nine (9) hours on a scheduled nine (9) hour workday is considered overtime. Any time worked beyond eight (8) hours on a scheduled 8-hour workday is considered overtime. Any time worked on the designated day off is considered overtime. ~~(Figure 10).~~

**Figure 10**

	Monday	Tuesday	Wednesday	Thursday	Friday
<b>Week One</b>	9 Hour Workday  Any Time Worked Past 9 Hours = OT	9 Hour Workday  Any Time Worked Past 9 Hours = OT	9 Hour Workday  Any Time Worked Past 9 Hours = OT	9 Hour Workday  Any Time Worked Past 9 Hours = OT	Designated Day Off  Any Hours Worked = OT
<b>Week Two</b>	9 Hour Workday	9 Hour Workday	9 Hour Workday	9 Hour Workday	8 Hour Workday  Any Time Worked Past 8 Hours = OT

10.2.2.3 Five (5) Day/Thirty-Six (36) + Four (4) Hour Alternative Schedule (“36/4”)

10.2.2.3.1 The “36/4” workweek/workday schedule for a full-time Unit Member comprises forty (40) hours per workweek consisting of four (4) workdays at nine (9) hours each and one (1) workday at four (4) hours. Any day can be scheduled as the four (4) hour workday.

~~For this example, Friday has been scheduled as the four (4) hour workday (Figure 11).~~

**Figure 11**

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
9-Hour Workday	9-Hour Workday	9-Hour Workday	9-Hour Workday	4 Hour Workday

~~20.3.19.4.1~~ 10.2.2.3.2 The workweek for this schedule consists of the regular and recurring period of 168 hours beginning at 12:01 a.m. on Monday and ending at midnight on the following Sunday.

10.2.2.3.3 ~~Holidays are eight (8) hours. -~~

~~20.3.19.4.2~~ In any week with a holiday listed in Article 13, the workweek for all employees—except Campus Safety—will revert to a five (5)–day schedule with eight-hour workdays. Juneteenth and July 4th will be paid in accordance with the Unit Member’s scheduled workday. All holidays, except Juneteenth and July 4<sup>th</sup> are paid as 8-hour holidays as described above. If the Unit Member is scheduled during the week of Juneteenth or July 4<sup>th</sup> holiday for 8, 9, or 10 hours, the Unit Member’s pay will reflect 8, 9, or 10 hours consistent with their assigned workday. 8-hour

10.2.2.3.4 If a holiday falls on a nine (9) hour workday, then that nine (9) hour workday becomes an eight (8) hour paid holiday. One (1) hour of accrued compensatory time or vacation time shall be used, respectively, in combination with the eight (8) hour paid holiday. For Juneteenth and July 4th, if the observed holiday is on a

Unit Member's regular scheduled day off, the Unit Member must coordinate with their supervisor to observe the holiday on either the preceding or succeeding workday.

For this example, the holiday falls on Monday (Figure 12).

**Figure 12**

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
8 Hour	9 Hour	9 Hour	9 Hour	4 Hour
Holiday	Workday	Workday	Workday	Workday
+ Use 1 Hour Comp or Vacation				

10.2.2.3.5 If a holiday falls on the four (4) hour workday, that four (4) hour workday becomes an eight (8) hour paid holiday and the nine (9) hour workdays become eight (8) hour workdays.

For this example, the holiday falls on Friday, the scheduled four (4) hour workday (Figure

13).

**Figure 13**

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
9 Hour Workday Becomes	9 Hour Workday Becomes	9 Hour Workday Becomes	9 Hour Workday Becomes	Holiday Falls On 4 Hour Workday
8 Hour Workday	8 Hour Workday	8 Hour Workday	8 Hour Workday	Becomes 8 Hour Holiday

10.2.2.3.56 Any time worked beyond nine (9) hours per day on a scheduled nine (9) hour workday is considered overtime. Any time worked beyond four (4) hours per day on a scheduled four (4) hour workday is considered overtime (Figure 14).

**Figure 14**

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
9 Hour Workday	9 Hour Workday	9 Hour Workday	9 Hour Workday	4 Hour Workday
Any Time Worked Past 9 Hours = OT	Any Time Worked Past 9 Hours = OT	Any Time Worked Past 9 Hours = OT	Any Time Worked Past 9 Hours = OT	Any Time Worked Past 4 Hours = OT

### 10.2.3 Alternative Workweek/Workday Schedule for Summer Session

- 10.2.3.1 The alternative schedule shall be a Four (4) Day / Ten (10) Hour Schedule.
- 10.2.3.2 The designated workdays of the alternative schedule shall be Monday through Thursday.
- 10.2.3.3 The starting date of the alternative schedule will be the Monday of the first full week in June.
- 10.2.3.4 The ending date of the alternative schedule will be the last Friday of the Summer Session as articulated in the Board approved Academic Calendar.
- 10.2.3.5 The alternative schedule will apply to all Unit Members, with the following exceptions:
  - 10.2.3.5.1 North Orange Continuing Education (NOCE)  
All classifications in North Orange Continuing Education
  - 10.2.3.5.2 Cypress College  
Custodial classifications;  
Campus Safety classifications;  
Classifications related to the operation of the Theatre Arts Department.
  - 10.2.3.5.3 Fullerton College  
Maintenance and Operations classifications; Campus Safety classifications;  
Child Care classifications;  
Academic Computing classifications; Classifications related to KBPK operations;  
Classifications related to the operation of the Theatre Arts Department.
  - 10.2.3.5.4 Anaheim Campus  
Maintenance and Operations classifications;  
Campus Safety classifications;  
Information Services classifications.
- 10.2.3.6 Individual Unit Members in any of the categories under 10.2.3.5 may be assigned the alternative schedule with approval of the Immediate Management Supervisor.
- 10.2.3.7 Individual Unit Members who are on the alternative schedule may be assigned duties on Friday, as the need arises, by mutual agreement of the Unit Member and the Immediate Management Supervisor. If a Unit Member is assigned duties on Friday, the Unit Member will be provided with an alternative day off during that workweek, to be determined by mutual agreement of the Unit Member and the Immediate Management Supervisor. This provision does not preclude the application of overtime per 10.2.2.1.6.
- 10.2.3.8 Reduced Hour(s) Plan
  - 10.2.3.8.1 Unit Members on the alternative schedule who are employed for 40 hours per week may choose not to work ten hours per day and elect a reduced hour(s) plan, under one of the following options:
    - 10.2.3.8.1.1 The Unit Member may elect to work eight hours per day by taking two hours off each day using accrued compensatory time or vacation time, respectively.
    - 10.2.3.8.1.2 The Unit Member may elect to work eight hours per day by taking two hours off each day as leave without pay.
    - 10.2.3.8.1.3 The Unit Member may elect to work nine hours per day by taking one hour off each day using accrued compensatory time or vacation time, respectively.
    - 10.2.3.8.1.4 The Unit Member may elect to work nine hours per day by taking one hour off each day as leave without pay.

- 10.2.3.8.2 Under the reduced hour(s) plan, the number of hours off must be the same for each day of the week and the Unit Member must remain with the option selected for the duration of the alternative schedule.
- 10.2.3.8.3 If a Unit Member elects to take hours off each day using accrued compensatory or vacation time, the District Payroll Office will deduct accrued compensatory time, until exhausted, before deduction of accrued vacation time.
  - 10.2.3.8.3.1 The use of compensatory time and/or vacation time in fractional increments may be required to accomplish the required deduction.
  - 10.2.3.8.3.2 In the event a Unit Member is absent from duty for an entire day due to illness or injury, the District Payroll Office will deduct sick leave in lieu of the required compensatory or vacation time deduction.
- 10.2.3.8.4 If a Unit Member who is employed less than 12 months elects an option to take hours off as leave without pay, the time off without pay shall not be considered as part of the Unit Member's "nonduty" days or hours (mandatory time off), and the Unit Member's Duty Day Calendar will not be altered to accommodate the unpaid hours.

~~20.7.3.4~~ 10.2.3.9 Unit Members on the alternative schedule who use vacation and/or sick leave benefits will have ten hours of leave deducted per day.

10.2.3.10 For Unit Members on ~~the an~~ alternative schedule, the ~~Juneteenth and the~~ Independence Day holiday will occur according to the provisions of Article 13 and will be compensated in accordance with the provisions of ~~the applicable alternative schedule as outlined in~~ Articles 10.2.2.1.3 and 10.2.2.1.4 of the collective bargaining agreement between CSEA and the District. ~~For those Unit Members assigned to a 4/10 schedule who work less than a ten-hour day, per Article 10.2.3.8.2 Reduced Hour(s) Plan, Unit Members on an alternative schedule who do not have sufficient accrued vacation time to comply with this provision may be advanced two (2) hours of vacation leave which shall be deducted from future vacation accrual or may elect to take two (2) hours of unpaid leave~~

10.2.3.11 Should the Academic Calendar change and subsequently impact this Article, the parties agree to meet and negotiate within thirty (30) working days.

10.3 Reduction in Percentage of Employment: Any involuntary reduction in a Unit Member's percentage of employment shall be accomplished in accordance with the provisions of Article 21.

10.4 Adjustment of Assigned Time: Any Unit Member who works an average of thirty (30) minutes or more per day in excess of the Unit Member's regular part-time assignment for a period of twenty (20) consecutive workdays or more shall have the regular assignment adjusted upward to reflect the longer hours, effective with the next pay period.

10.5 Meal Periods and Rest Periods: Specified times for meal periods and rest periods pursuant to the provisions of this section shall be established by the District.

10.5.1 Meal Periods: All Unit Members who have a workday of five (5) hours or more shall be entitled to an uninterrupted, duty-free unpaid meal period. Unit Members who have a workday of fewer than five (5) hours are not entitled to a meal period.

10.5.1.1 The meal period may be either thirty (30), forty-five (45), or sixty (60) minutes in duration as specified by the Immediate Management Supervisor. The meal period will normally commence within one (1) hour of the midpoint of the work shift. The meal period shall not exceed the specified length; however, a Unit Member may extend the normal unpaid meal period with the prior approval of the Immediate Management Supervisor.

10.5.1.2 A Unit Member who is authorized and required by the Immediate Management Supervisor to work during the Unit Member's scheduled meal period, and who is not provided an alternate meal period, shall receive either overtime pay or compensatory time.

10.5.1.3 Campus safety/security personnel who are required by the Immediate Management Supervisor to be on call at their on-campus duty station during scheduled meal periods will receive either overtime pay or compensatory time, or their hours of compensable duty shall be adjusted accordingly.

10.5.1.4 A Unit Member shall not work during the scheduled meal period unless so authorized or directed in advance by the Immediate Management Supervisor.

10.5.2 Rest Periods: Paid rest periods of fifteen (15) minutes each are allowed for each duty period consisting of at least four (4) consecutive work hours but less than five (5) consecutive work hours; paid rest periods of twenty (20) minutes each are allowed for each duty period consisting of at least five (5) consecutive work hours.

10.5.2.1 The scheduling of rest periods is subject to the approval of the Immediate Management Supervisor. Use of rest periods shall be restricted to the reasonable vicinity of the workplace. Rest periods are not to exceed the specified length and, if not used, cannot be accumulated for credit. Rest periods shall not be taken during the first or last hour of the workday.

10.5.2.2 Rest periods are a part of the regular workday and shall be compensated at the Unit Member's regular rate of pay.

10.5.3 Meal periods and rest periods may not be accumulated. Meal periods and rest periods shall be taken during the period of each workday and duty period as specified, unless otherwise authorized by the Immediate Management Supervisor.

10.6 Overtime: Unit Members will be compensated for overtime according to the following provisions and in compliance with the Education Code and the Fair Labor Standards Act.

10.6.1 All overtime worked must have the prior approval of the Immediate Management Supervisor.

10.6.2 Except with respect to alternative workweek/workday schedules as provided in section 10.2.2., overtime is defined to include any authorized time worked in excess of eight (8) hours in any one day or on any one shift or in excess of forty (40) hours in a workweek, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time. For the purpose of computing the number of hours worked, all time during which a Unit Member is in paid status, including time excused from work because of holidays, sick leave, vacation, compensatory time off, or other paid leave of absence, shall be considered as time worked.

10.6.3 All hours worked beyond the workweek of five (5) consecutive days shall be compensated at the overtime rate commencing on the sixth and seventh day of work.

10.6.4 Overtime hours worked shall be compensated as compensatory time off at the rate of one and one-half (1-1/2) times the number of hours of overtime worked, or as payment at a rate equal to one and one-half (1-1/2) times the Unit Member's regular rate of pay, or as a combination of compensatory time off and payment, at the discretion of the Immediate Management Supervisor.

10.6.4.1 A Unit Member shall report all overtime worked during the pay period on the monthly time sheet.

10.6.4.2 Overtime worked will be compensated by compensatory time off unless payment is expressly authorized by the Immediate Management Supervisor and noted on the Unit Member's monthly time sheet.

10.6.5 Planned available overtime shall be distributed and rotated as fairly and equally as is practical among qualified Unit Members serving in the same classification within each department. The District shall determine the qualification required for any given overtime assignment.

10.6.6 A Unit Member shall have the right to reject an offer or request for overtime, except in an emergency. However, a Unit Member may reject an offer or request where an emergency of a personal nature exists, except a civil defense emergency or a natural disaster.

## 10.7 Compensatory Time-Off

- 10.7.1 Compensatory time off shall be taken by the Unit Member within twelve (12) months following the month in which the overtime was worked and subject to the operational needs of the department.
- 10.7.1.1 All earned compensatory time in excess of ~~fifty-four (54) forty (40)~~ hours which is not used by June 30 of each year, will be paid out at the Unit Member's current rate of pay by September 30.
- 10.7.1.2 Unused compensatory time may not exceed 240 hours. When a Unit Member has accumulated 240 hours of compensatory time, any additional overtime worked shall be compensated by payment at a rate equal to one and one-half (1-1/2) times the Unit Member's regular rate of pay.
- 10.7.1.3 Compensatory time off shall be taken in increments of not less than fifteen (15) minutes.
- 10.7.2 Payment for Accumulated Compensatory Time Upon Termination: When a Unit Member is separated from employment with the District for any reason, including layoff, the Unit Member shall receive lump-sum payment for all accumulated and unused compensatory time. Payment shall be at the Unit Member's current regular rate of pay.

## 10.8 Shift Differential – Compensation: The District pays premium pay for shift work, calculated as a percentage of the Unit Member's base pay and longevity pay, as follows:

- 10.8.1 Swing Shift: A workday assignment which ends at or after 9:00 p.m. shall be compensated an additional five percent (5%).
- 10.8.2 Graveyard Shift: A workday assignment which ends at or after 1:30 a.m. shall be compensated an additional ten percent (10%).
- 10.8.3 To be eligible for shift differential compensation, a Unit Member must be permanently assigned to the shift and must work at least four days per week for at least four consecutive hours on the shift.

## 10.9 Call Back Time: A Unit Member who is called in to work on a day when the Unit Member is not scheduled to work or who is called back to work after having left the work site subsequent to completion of the Unit Member's regular assignment shall be compensated for at least two and one-half (2-1/2) hours of work at the overtime rate, irrespective of the actual time less than that required to be worked. The provisions of this section shall not apply where the Unit Member has been scheduled to work overtime in advance.

## 10.10 Standby: Standby time is off-duty time during which a Unit Member is required to be immediately available to be called to work. While on standby, the Unit Member shall remain available by telephone or other authorized means of communication and shall remain in such proximity to the work site that the Unit Member may reasonably report for duty as required by the Immediate Management Supervisor. A Unit Member on standby shall refrain from activities that may impair the Unit Member's ability to perform the assigned duties for which the Unit Member is on call.

- 10.10.1 All standby assignments must be authorized in advance by the Immediate Management Supervisor, in writing. It shall not be considered standby when a Unit Member is contacted and required to return to work, but has not been on standby status.
- 10.10.2 A Unit Member who is assigned to standby will be paid in the amount of ten (10) percent of the Unit Member's regular hourly rate of the actual and qualifying hours of standby time, regardless of whether the Unit Member is called to work. However, a Unit Member shall not be entitled to receive standby pay for any on-duty time for which the Unit Member is compensated. If a Unit Member is called to work while on standby, compensation for standby time will be computed from the starting time of the standby period until the Unit Member begins the work assignment.
- 10.10.3 Standby time may be scheduled in increments of not less than one (1) hour. A Unit Member shall report authorized compensable standby time on the monthly time sheet. A copy of the written authorization, as provided in section 10.10.1, shall be attached to the time sheet.
- 10.10.4 The provisions of section 10.6.2 notwithstanding, standby time shall not be considered time worked for the purpose of qualifying for overtime.

10.10.5 Standby assignments shall be distributed and rotated as equally as is practical among qualified Unit Members within each department. The District shall determine the qualification required for any given standby assignment.

10.10.6 The District reserves the right to assign any Unit Member to standby, except that a Unit Member may not be assigned to standby if another qualified Unit Member is available and volunteers for the assignment. A Unit Member shall not be assigned to standby during any period for which the Unit Member has been approved for vacation time or other authorized leave of absence.

10.11 Work on Holidays: ~~A Unit Member who is authorized to work on any day recognized as a holiday designated by this Agreement shall be provided with a substitute holiday within five (5) working days prior to, or after, the designated holiday. If the Immediate Management Supervisor is unable to schedule a substitute holiday due to the operational needs of the department,~~ The Unit Member shall be entitled to **regular pay and** Holiday compensation at double the regular rate of pay for hours assigned and worked.

10.12 Deduction in Pay: Unauthorized absences and tardies are subject to deduction in pay and may be cause for disciplinary action up to and including dismissal.

10.13 If the Immediate Management Supervisor makes changes to the Unit Member's signed monthly timesheet, the Unit Member shall be notified in writing by the Immediate Management Supervisor of the changes. ~~The employee Unit Member will be notified via the electronic time-keeping~~ keeping system.

## ARTICLE 11

### EMPLOYEE BENEFITS

**ARTICLE 11 - EMPLOYEE BENEFITS** shall remain unchanged and language to remain status quo, except as indicated below:

11.2.1 The District will pay the full cost of a District-approved hospitalization plan for the Unit Member.

Effective prospectively on the first day of the month following sixty (60) days after Ratification and North Orange County College District Board of Trustees approval, the District will contribute a maximum up to ~~11,359.32~~ ~~8,494.00~~ annually towards plus one dependent care medical premiums. Effective prospectively on the first day of the month following sixty (60) days after Ratification and North Orange County College District Board of Trustees approval, the District will contribute a maximum up to ~~\$18,174.84~~ ~~13,590.00~~ annually towards family plan medical premiums.

The Unit Member will pay any additional premiums for dependent medical by automatic payroll deductions in accordance with established District payroll procedure. This contribution is separate and distinct from the fringe benefit allowance.

If the Kaiser Other Southern California rate increases in excess of ~~\$11,359.32~~ ~~8,494.00~~ or ~~\$18,174.84~~ ~~13,590.00~~ effective January 20263, the District will increase the District contribution for employee plus one dependent and family for the 20263 benefit year, not to exceed the 20252-20263 funded COLA percentage.

If the Kaiser Other Southern California rate increases in excess of the January 20274 District contribution amounts effective January 20274, the District will increase the District contribution for employee plus one and family for the 20274 benefit year, not to exceed the 20263-20274 funded COLA percentage.

**ARTICLE 12**

**PROFESSIONAL GROWTH AND DEVELOPMENT PROGRAM**

**ARTICLE 12- PROFESSIONAL GROWTH AND DEVELOPMENT PROGRAM**, shall remain unchanged except for the following amendments.

**12.5 Kinds of Credit Allowed**

12.5.1 Course work must be taken at an accredited community college, college, university, trade school or adult education program. This may include courses that are a part of any academic program, recognized certificate, credential, or license program in compliance with 12.4.1, above. Hours in adult education will be equated with units in college work; eighteen (18) hours of attendance and satisfactory completion equals one (1) unit.

12.5.2 All courses must receive a minimum of "C" grade to receive credit. If letter grades are not given for a course, a letter of satisfactory completion, signed by the instructor, is required.

12.5.3 All credit is figured in semester hours; quarter hours will be translated into semester hours.

12.5.4 "Credit by examination" units will not be allowed for Professional Growth and Development credit. 12.5.5 Coursework must be commenced and earned during the course of employment with the District as a Unit Member.

**ARTICLE 13**

**HOLIDAYS**

**ARTICLE 13- HOLIDAYS**, shall remain unchanged and language to remain status quo, except as indicated below:

- 13.1 Holiday Calendar: Unit Members shall be paid for the holidays listed below, provided they were in paid status during any portion of the working day immediately preceding or succeeding the holiday. Holidays shall be on the dates scheduled below, or on dates mutually agreed by CSEA and the District.
- New Year's Day . . . . . January 1
  - Martin Luther King Day . . . . . Third Monday in January
  - Lunar New Year..... Date designated By the State of California as Lunar New Year
  - Lincoln's Day . . . . . February 12 (or designated day)
  - President's Day . . . . . Third Monday in February
  - Cesar Chavez Day . . . . . March 31 Effective 2017-2018 (day/method to be determined by the District)
  - Spring Vacation Day . . . . . Friday of the week of spring recess
  - Memorial Day . . . . . Last Monday in May
  - Juneteenth ..... June 19
  - Independence Day . . . . . July 4
  - Labor Day . . . . . First Monday in September
  - Admission Day . . . . . Floating Holiday (used between Christmas and New Year's Eve)
  - Veteran's Day . . . . . November 11 (or designated day)
  - Thanksgiving Day . . . . . Thursday proclaimed by the President and the following Friday
  - Christmas Eve . . . . . December 24

Christmas Day ..... December 25  
New Year's Eve ..... December 31

### 13.3 Holiday Pay Computation

13.3.1 Holidays for Unit Members employed full-time (100%) shall be compensated on the basis of an eight (8) hour workday at the Unit Member's rate of pay in effect at the time of the holiday unless otherwise delineated in Article 10 of this agreement.

13.3.2 Holiday compensation for Unit Members employed less than full-time shall be prorated by the percentage of employment.

13.3.3 When a ~~classified employee~~ Unit Member is required to work any holidays listed in this article; they shall be paid in accordance with the relevant sections of Article 10 of this agreement.

**ARTICLE 14 - VACATION PLAN**

**ARTICLE 14- VACATION PLAN**, shall remain unchanged except for the following amendment(s):

14.1 Paid Vacation: Vacations with pay will be granted to all Unit Members who have earned but unused vacation accrual subject to the prior approval of the Immediate Management Supervisor, been employed for at least six (6) working months with the District. After completion of this six (6) month period, vVacation leave earned under the provisions of this Article shall be available to each Unit Member subject to the prior approval of the immediate management supervisor.

14.1.1 Unit Members employed full-time (100%) shall earn vacation leave for each calendar month in which the Unit Member is in paid status for more than one-half (1/2) of the working days in the month, according to the following schedule:

VACATION ACCRUAL BASED ON FULL-TIME (100%) EMPLOYMENT								
Years of Service*	Hours Earned Per Month	TOTAL HOURS EARNED PER FISCAL YEAR						
		12-Month Position	11.5-Month Position	11-Month Position	10.5-Month Position	10-Month Position	9.5-Month Position	9-Month Position
1-4	8.00	96.00	92.00	88.00	84.00	80.00	76.00	72.00
**5-9	10.67	128.04	122.71	117.37	112.04	106.70	101.37	96.03
**10-14	13.33	159.96	153.30	146.63	139.97	133.30	126.64	119.97
**15-19	14.67	176.04	168.71	161.37	154.04	146.70	139.37	132.03
**20 +	16.00	192.00	184.00	176.00	168.00	160.00	152.00	144.00

\*Years of service includes previous service with the District with no break in service longer than thirty-nine (39) months after permanency was achieved. The scheduled period of time off for a Unit Member who has less than a twelve (12) month assignment is not considered a break in service.

\*\*Longevity increases in the number of hours earned per month become effective on the Unit Member's anniversary date at the beginning of the fifth, tenth, fifteenth and twentieth years of service.

14.1.3 Probationary Unit Members shall ~~not~~ be eligible to take accrued vacation subject to IMS approval, until the first day of the pay period following completion of six (6) working months of employment with the District. However, Eearned vacation for Probationary Unit Members shall not become a vested right until the Unit Member has completed six (6) working months of service. No payment for vacation accumulation shall be made to probationary Unit Members who separate from employment with the District prior to completion of six (6) working months of service.

14.3 Vacation Scheduling

14.3.1 Except as provided in Article 15 of this Agreement, requests for vacation leave must be submitted in writing and the use of vacation leave must be approved in advance by the Unit Member's Immediate Management Supervisor. A Unit Member who is absent without prior approval shall have deducted from his or her salary the appropriate amount for the period of absence.

14.3.1.1 The IMS will determine the method of submission for vacation requests. A standard vacation request form is included in this Agreement in Appendix (enter appendix Name).

14.3.2 Unit Members shall submit requests for vacation dates at the beginning of each fiscal year or another fixed date(s) designated by the Immediate Management Supervisor. However, nothing in this section shall preclude an employee from requesting and being granted vacation at any time.

14.3.2.1 Where a unit member submits additional vacation requests after the times designated in 14.3.2, the immediate management supervisor shall respond in writing no later than fifteen (15) working days unless the immediate management supervisor is on leave or away on district business. The immediate management supervisor's response time when a manager is on leave or away on district business will be extended by the same duration.

14.3.6 Excess Vacation Balances

When a Unit Member is notified that the Unit Member's accumulated vacation balance exceeds the maximum accumulation limit as provided in section 14.2 of this Article, the Unit Member shall submit, not later than September 30th of the fiscal year, a proposed vacation schedule for the use, by March 31st of the fiscal year, of the number of hours by which the vacation balance exceeds the maximum accumulation limit.

14.7 Notwithstanding any other provisions of this Article, the District shall have the right to pay a Unit Member for unused vacation leave at any time, pursuant to the provisions of the collective bargaining agreement consistent with provisions of Education Code section 88197.

final

Article 15  
LEAVES

CSEA proposes status quo for the preceding language in this Article

15.1.2 Supplemental Sick Leave: In addition to regular sick leave, noncumulative sick days at half pay will be granted to all Unit Members. At the beginning of each fiscal year, the full amount of supplemental sick leave earned under this section shall be credited to each Unit Member. Unit members may at their election use accrued vacation and compensatory time to supplement their supplemental sick leave to receive their regular full pay.

15.1.2.1 Unit Members with fewer than twelve (12) accumulated regular sick days will be granted enough sick leave days at half pay to equal one hundred (100) days.

15.1.2.2 Unit Members with twelve (12) or more accumulated regular sick days will be granted eighty-eight (88) sick leave days at half pay.

15.1.2.3 For any use of supplemental sick leave, the Unit Member will be paid at half pay for any hours reported. The Unit Member will be deducted one day for each occurrence.

15.1.2.4 No supplemental sick leave days at half-pay will be allowed until a Unit Member has exhausted all regular sick leave to which the Unit Member is entitled.

15.1.2.5 Any use of supplemental sick leave shall require a Unit Member to submit to the Immediate Management Supervisor a physician's statement providing the anticipated duration of the leave, the anticipated date of return, and the signature of the physician.

15.1.3 Reporting and Verification of Sick Leave

15.1.3.1 All absences shall be deducted in one-half (1/2) hour increments.

15.1.3.2 In the event a Unit Member will be absent from duty due to illness, the Unit Member must contact call the Immediate Management Supervisor's office as soon as possible, but not less than ten (10) minutes prior to the scheduled start in the manner prescribed by the IMS. ~~as soon as possible, but not later than the scheduled~~ time the Unit Member would be required to report for duty. In the event that there is no answer, the Unit Member will contact call the designated department telephone number, or an assigned alternate telephone number, and leave a message. Unit Members who provide notification of the expected duration of their illness shall not be required to provide daily notification of their absence, unless the absence exceeds the previously stated duration.

15.1.3.3 A Unit Member who is absent for longer than five (5) consecutive working days using regular sick leave shall provide the District with a medical statement from a licensed physician establishing the validity of the absence. Such medical statement shall include (1) a statement verifying the Unit Member's illness or injury to justify the Unit Member's continued absence from work, and (2) statement certifying that the Unit Member is medically able to return to the Unit Member's assigned duties following the illness or injury which resulted in the absence, which shall be submitted to the Immediate Management Supervisor immediately upon return to service. The District reserves the right to request substantiation of any claim for sick leave days.

15.1.3.4 In the event a Unit Member will be absent from duty because of a scheduled medical or dental appointment, the Unit Member shall normally notify the Immediate Management Supervisor not less than two (2) working days in advance of the day and time of the appointment.

15.1.3.5 For an absence one (1) month or longer, a physician's statement will be required for each month of absence.

15.1.3.6 A Unit Member who is absent because of illness or injury shall report the absence on the monthly time sheet stating that such absence was due to illness or injury.

15.1.4 Exhaustion of Sick Leave: When all regular and supplemental sick leave have been exhausted and a Unit Member is not medically able to resume the duties of the position due to illness, the Unit Member may elect to resign, retire, or to request a leave of absence without pay for the period of time that a licensed physician verifies that the Unit Member is unable to work.

15.1.4.1 If, after exhaustion of all regular and supplemental sick leave and at the conclusion of any subsequently authorized unpaid leave of absence, the Unit Member is not medically able to assume the duties of the position, the Unit Member shall be placed on a reemployment list for a period of thirty-nine (39) months.

15.1.4.2 When available, during the 39-month period, the Unit Member will be offered reemployment in a vacant position in the classification of the Unit Member's previous assignment, on the basis of seniority, over all other qualified and available candidates except for Unit Members on a reemployment list established because of lack of work or lack of funds.

15.1.4.3 Prior to any reemployment, the Unit Member shall provide the District with a medical statement by a licensed physician certifying that the Unit Member is able to return to work and is medically able to perform the duties of the position.

15.1.4.4 A Unit Member who fails to accept an offer of reemployment and who is medically able to perform the duties of the position may be removed from the reemployment list.

15.1.5 Fitness for Duty: If there is reasonable doubt on the District's part about the ability of a Unit Member to perform duties because of medical reasons, the District may require a medical examination by a physician selected by the Unit Member from a list of three physicians provided by the District. The examination will be at District expense. Where a Unit Member is required to be absent from duty for such examination, the Unit Member shall be in fully paid status and shall suffer no loss of leave days. Where this article is invoked by the district, the District shall initiate an interactive process to determine if the employee is able to perform the essential functions of their classification with or without accommodations and determine what, if any, accommodations are requested. This shall not limit the Unit Member's right to obtain a second medical opinion from a California duly licensed physician of their own choosing at their own expense.

## 15.2 Personal Necessity and Family Illness Leave

15.2.1 Personal Necessity Leave: Each fiscal year, a Unit Member may use up to eight (8) seven (7) days of earned and available regular sick leave in cases of personal necessity. The time used shall be deducted from and shall not exceed available regular sick leave to which the Unit Member is entitled. Personal necessity leave may be taken in the case of a compelling circumstance which requires the Unit Member's absence from duty and which cannot be attended to outside of duty hours, including any of the following:

15.2.1.1 Death of a Unit Member's spouse or a member of the Unit Member's immediate family, as defined in section 15.11 of this Article, when additional leave is required beyond

the bereavement leave provided in section 15.11 of this Article.

15.2.1.2 Accident or unforeseen crisis of a serious nature involving the person or property of the Unit Member or of a member of the Unit Member's immediate family under circumstances the Unit Member cannot disregard, and which requires the attention of the Unit Member during the Unit Member's assigned hours of service.

15.2.1.3 Appearance of a Unit Member as a litigant or party in any court or administrative tribunal, or appearance of a Unit Member as a witness under subpoena or official governmental order, provided the Unit Member presents verification indicating each date of necessary attendance, if requested by the District.

15.2.1.4 The Unit Member shall make every effort to give advance notice, but not later than the usual time the Unit Member would be required to report for duty, of the use of personal necessity leave. If there is a conflict between the date(s) requested and the departmental workload, the Immediate Management Supervisor and the Unit Member will mutually agree upon a modification of the requested date(s) unless the Unit Member cannot modify the request.

15.2.1.5 Personal necessity leave may not be used for the pursuit of educational or business interests, including the pursuit of employment outside the District (including self-employment), or for vacation, or other recreational pursuits.

15.2.1.6 A Unit Member who is absent because of personal necessity shall report the absence on the monthly time sheet stating that such absence was due to personal necessity and setting forth, in general terms, the reasons for the leave, with appropriate consideration for personal privacy. The District may require the Unit Member to provide reasonable verification of the necessity.

15.2.2 Family Illness Leave: During each calendar year, a Unit Member may use earned and available regular sick leave to attend to the illness of a child, parent, or spouse of the Unit Member. For purposes of this section, "spouse" includes the domestic partner of a Unit Member as defined by section 297 of the California Family Code.

15.2.2.1 Full-time Unit Members who work twelve (12) months per year are allowed seven (7) ~~six (6)~~ days of family illness leave. Unit Members who work less than one hundred (100) percent or who work fewer than twelve (12) months per year are allowed a pro rata share of family illness leave days.

15.2.2.2 In the event a Unit Member is absent from duty due to illness of a family member, the Unit Member shall make every effort to notify the Unit Member's Immediate Management Supervisor as soon as possible, but not later than the usual time the Unit Member would be required to report for duty.

15.2.2.3 A Unit Member who is absent on family illness leave for more than five (5) consecutive working days shall provide the District with a medical statement signed by a licensed physician verifying the family member's illness. The District reserves the right to request substantiation of any claim for family illness leave.

15.2.2.4 A Unit Member who is absent due to illness of a family member shall report the absence on the monthly time sheet stating that such absence was due to illness or a child, parent, or spouse of the Unit Member.

### 15.3 Industrial Accident and Illness Leave

15.3.1 "Industrial accident or illness" as used in this section is defined as any accident or illness arising directly out of or during the course of employment with the District which necessitates a Unit Member's absence from work. The determination of whether an accident or illness constitutes an industrial accident or illness shall be made by the District and/or its administering agency, except when the Department of Industrial Relations determines otherwise.

- 15.3.2 A Unit Member shall immediately report any injury or illness arising out of and during the course of employment with the District to the Unit Member's Immediate Management Supervisor or authorized designee, or as soon as possible.
- 15.3.3 A permanent Unit Member who becomes disabled due to an industrial accident or illness shall be granted paid industrial accident or illness leave for the period of time the employee is unable to render service to the District, not to exceed sixty (60) working days in any one fiscal year for the same accident or illness, except when any industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the Unit Member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.
- 15.3.3.1 Eligibility for industrial accident and illness leave will continue for only such period as the Unit Member is qualified as temporarily disabled under the Worker's Compensation laws.
- 15.3.3.2 Industrial accident and illness leave shall not be accumulative from year to year, nor from one accident/illness to another.
- 15.3.3.3 Industrial accident and illness leave shall be used in lieu of entitlement to any other paid leave for which the Unit Member is eligible.
- 15.3.4 An absence resulting from an industrial accident or illness which has been duly reported by the Unit Member, supported by medical verification and approved by the District and/or its administering agency as qualified for Worker's Compensation is an absence payable under industrial illness and accident leave.
- 15.3.4.1 During the period of determination by the District and/or its administering agency, the payroll charge for the absence will be made to the Unit Member's sick leave account. If the claim is approved, an adjustment will then be made, restoring to the Unit Member the sick leave previously charged from the first (1<sup>st</sup>) day of absence and a charge made in lieu thereof to industrial accident and illness leave.
- 15.3.4.2 In the event the Unit Member does not have sick leave credit, appropriate payroll deductions will be made. If the claim is approved, reimbursement will then be made on the next available payroll.
- 15.3.4.3 Industrial illness and accident leave will commence on the first (1<sup>st</sup>) day of authorized absence. The amount of allowable leave shall be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under Worker's Compensation.
- 15.3.5 In the event a Unit Member's absence due to industrial accident or illness extends beyond sixty (60) workdays, the Unit Member shall be permitted to use accumulated regular sick leave and supplemental sick leave.
- 15.3.5.1 The Unit Member may elect to augment supplemental sick leave with any compensatory time to which the Unit Member is entitled in order to provide a full day's salary. Upon exhaustion of all compensatory time, or if the Unit Member does not have any accrued compensatory time, the Unit Member may use earned vacation in conjunction with supplemental sick leave in order to receive a full day's salary.
- 15.3.5.2 If the Unit Member is receiving Worker's Compensation, the use of sick leave, compensatory time and vacation time, shall not, when added to the Worker's Compensation award, cause the Unit Member's compensation to exceed one hundred (100) percent of the Unit Member's regular daily salary.
- 15.3.6 When all industrial accident, regular sick leave, and supplemental sick leave, vacation, and compensatory time accrued benefits have been exhausted and a Unit Member is not medically able to resume the duties of the position due to illness, the Unit Member may elect

to resign, retire, request an unpaid leave of absence for the period of time that a licensed physician verifies that the Unit Member is unable to work, or be placed on a reemployment list for a period of thirty-nine (39) months.

15.3.6.1 When available, during the 39-month period, the Unit Member will be offered reemployment in a vacant position in the classification of the Unit Member's previous assignment, on the basis of seniority, over all other qualified and available candidates except for Unit Members on a reemployment list established because of lack of work or lack of funds.

15.3.6.2 Prior to any reemployment, the Unit Member shall provide the District with a medical statement by a licensed physician certifying that the Unit Member is medically able to perform the duties of the position.

15.3.6.3 A Unit Member who fails to accept an offer of reemployment and who is medically able to perform the duties of the position may be removed from the reemployment list.

15.3.7 A Unit Member who receives a temporary disability payment for industrial accident or illness under Worker's Compensation shall remit such payments to the District for any period of time while the Unit Member is on any paid disability leave.

15.3.8 The District may require a medical examination by a physician selected by the Unit Member from a list of three physicians provided by the District. The examination will be at District expense.

15.4 Pregnancy Disability Leave: A female Unit Member who is disabled due to pregnancy, childbirth or related conditions shall be granted an unpaid leave of absence for the period of time the Unit Member is medically unable to work, as certified by a licensed physician, for up to four (4) months.

15.4.1 The Unit Member shall provide the District with medical certification which specifies (1) the date on which the Unit Member became disabled because of pregnancy; (2) the probable duration of the period of disability, and (3) verification that due to disability, the Unit Member is unable to work or perform the essential functions of the Unit Member's position.

15.4.2 The Unit Member shall be required to use any accrued and available regular sick leave and supplemental sick leave concurrently with pregnancy disability leave before time off without pay. The Unit Member may elect to augment supplemental sick leave with any compensatory time to which the Unit Member is entitled, in order to provide a full day's salary. Upon exhaustion of all compensatory time, or if the Unit Member does not have any accrued compensatory time, the Unit Member may use earned vacation in conjunction with supplemental sick leave in order to receive a full day's salary.

15.4.3 After exhaustion of regular and supplemental sick leave, the Unit Member may elect to use any remaining accrued and available compensatory time concurrently with pregnancy disability leave to substitute for all or part of any leave that would otherwise be unpaid. Upon exhaustion of all compensatory time, or if the Unit Member does not have any accrued compensatory time, the Unit Member may use earned vacation to substitute for all or part of any leave that would otherwise be unpaid.

15.4.4 Prior to returning to service, the Unit Member shall provide the District with a medical statement from a licensed physician certifying that the Unit Member is able to return to work and is medically able to perform the duties of the position.

15.4.5 On an approved unpaid leave of absence, a Unit Member shall have the option to continue health and welfare coverage at the Unit Member's expense.

15.5 Family Medical Leave (FMLA/CFRA)

15.5.1 A Unit Member who has been employed by the District for more than one year shall be granted not more than twelve (12) weeks of unpaid family medical leave within a twelve (12) month period for the following reasons:

- 15.5.1.1 the birth of a child or to care for a newborn child of the Unit Member;
  - 15.5.1.2 the placement of a child with the Unit Member in connection with the adoption or foster care of a child;
  - 15.5.1.3 to care for a child, parent or spouse who has a serious health condition; or
  - 15.5.1.4 because of the Unit Member's own serious health condition that makes the Unit Member unable to perform the essential functions of the Unit Member's position.
- 15.5.2 The Unit Member's health premium will be maintained by the District during approved family medical leave. If the Unit Member fails to return to work at the expiration of the family medical leave, the Unit Member shall reimburse the District for all health benefits paid during the family medical leave.
- 15.5.3 If the Unit Member's need for a family medical leave is foreseeable, the Unit Member must provide the District with reasonable advance notice.
- 15.5.4 A request for family leave for the Unit Member's serious health condition, or for family medical leave to care for a child, spouse, or parent who has a serious health condition, must be supported by a certification of the health care provider of the individual requiring the care.
- 15.5.5 Unused personal necessity leave, accrued compensatory time, sick leave, and earned vacation time in excess of the amount of vacation time earned by the Unit Member in one year must be applied to family medical leave time before time off without pay.
- 15.5.6 ~~In any case where Unit Members who are husband and wife are entitled to family medical leave, the aggregate number of weeks of leave to which both may be entitled may be limited to twelve (12) weeks, if leave is taken for the birth or placement for adoption or foster care of the Unit Members' child.~~ FMLA entitles each eligible employee to take up to 12 workweeks of FMLA leave in a 12-month period for certain family and medical reasons. The FMLA also entitles each employee to take up to 26 workweeks of FMLA leave in a single 12-month period for military caregiver leave. However, under the FMLA, spouses who work for the same employer share the total number of workweeks of FMLA leave available for certain reasons.
- 15.5.7 Rights and obligations which are not specifically set forth or defined herein are contained in the U.S. Department of Labor regulations implementing the Federal Family and Medical Leave Act (FMLA) and the California Fair Employment and Housing Commission regulations implementing the California Family Right Act (CFRA).
- 15.5.8 Except as otherwise provided by the specific terms of the Agreement, the District shall have and retain the right and authority to administer such leaves consistent with law, including the adoption of policies and procedures in furtherance thereof.
- 15.6 Unpaid Personal Leave of Absence: A permanent Unit Member may be granted an unpaid leave of absence for personal reasons including, but not limited to, personal health, family concerns, child rearing, adoption, and other personal matters for which there are no other leave provisions, or where other applicable leave provisions have been exhausted. An unpaid leave of absence shall not normally exceed six (6) calendar months and shall be subject to approval by the campus President/Provost, the Vice Chancellor of Human Resources or designee and the Board of Trustees.
- 15.6.1 A request for an unpaid leave of absence shall be submitted in writing to the Immediate Management Supervisor, normally at least thirty (30) calendar days prior to the effective date of the requested leave. The request shall indicate the beginning and ending dates of the requested leave and the reasons for the request.
  - 15.6.2 The request, accompanied by the Immediate Management Supervisor's recommendation, shall be forwarded through established administrative channels. If the request is denied by the campus President/Provost, or in the case of the District Administrative Offices, by the

Chancellor or appropriate Chancellor's Staff administrator, the Unit Member may appeal the decision in writing to the Vice Chancellor of Human Resources. The decision of the Vice Chancellor or designee shall be final.

- 15.6.3 On an approved unpaid leave of absence, a Unit Member shall have the option to continue health and welfare coverage at the Unit Member's expense. The cost of coverage to the unit member is 102% of the costs of benefits. Cost of Benefits can be viewed by accessing at District Forms & Information – Employee Benefits –All Documents within the Employee Portal.

15.7 Paid Leave of Absence

15.7.1 Paternity Parental Leave

Effective January 1, 2017, as provided by Education Code Section 88196.1 employees shall be entitled to parental leave as set forth in this section. For purposes of this section, "parental leave" shall be defined as leave for reason of the birth of the employee's child, or the placement of a child with the employee for adoption or foster care. Employees shall be entitled to use accumulated sick leave for parental leave, for a period of up to twelve (12) work weeks. A paternity leave of absence, without pay, may be granted for a period not to exceed one (1) year. The request for such leave shall be submitted to the Office of Human Resources at least one (1) month prior to the date the leave is to commence.

A Unit Member may use up to thirty (30) work days of earned and accrued sick leave within one year of their child's birth. All absence will be deducted in full day increments. Verification of eligibility must be submitted to Human Resources by providing proof of birth, or placement of a child. Any leave taken under this section shall count against any entitlement to childbonding leave under CFRA and the aggregate amount of leave taken under this section and CFRA shall not exceed twelve (12) workweeks in any twelve (12) month period. Leave under this section shall be in addition to any leave taken for pregnancy or childbirth-related disability.

15.7.2 Adoption Leave

~~\_\_\_\_\_ An adoption leave of absence, without pay, may be granted upon receipt of evidence of adoption, for a period of not to exceed one (1) semester. The request for such leave shall be submitted to the Office of Human Resources at least one (1) month prior to the date the leave is to commence.~~

~~\_\_\_\_\_ A Unit Member may use up to thirty (30) work days of earned and accrued sick leave within the first year of legally adopting a child. All absences will be deducted in full day increments.~~

- 15.8 Professional Activity Leave: A Unit Member may request attendance at professional conferences and workshops or participation in other activities relevant to the Unit Member's assignment. Such request shall be submitted to the Immediate Management Supervisor for approval in accordance with established campus and District procedures. If approved by the Chancellor or designee, attendance shall be allowed with no loss in pay.
- 15.9 Jury Duty Leave: Jury duty leave shall be granted by the District pursuant to the provisions of the Education Code. This leave shall be granted with no loss in pay. Unit Members shall reimburse the District for payment received for jury duty in a manner prescribed by the District, and the District shall issue the Unit Member's normal paycheck. The Unit Member shall provide verification of the number of days of jury duty as provided by the court.
- 15.10 Military Leave: Unit Members may be eligible for a leave of absence, for up to thirty (30) work days with pay, for qualifying short-term military duty as required by National Guard or Reserve Units, and for extended leave, may take leave of absence without pay as defined in the Military and Veterans Code. Verification of eligibility must be submitted to the Office of Human Resources by providing military deployment orders, training orders, or other military document(s) ordering the Unit Member to report for duty.
- 15.11 Bereavement Leave

15.11.1 Five (5) days with pay are allowed for absences due to the death of the Unit Member's spouse, parent, or child. Five (5) days with pay are allowed due to the death of the parent or child of the Unit Member's spouse. Unit members may use bereavement on nonconsecutive days for up to 90 days after the death of the family members listed below.

15.11.2 Time may be taken as provided in section 15.11.1 for absences due to the death of members of the immediate family of the Unit Member or the Unit Member's spouse, interpreted to include the following:

15.11.2.1 Brother or sister of the Unit Member or the Unit Member's spouse;

15.11.2.2 Brother-in-law or sister-in-law of the Unit Member or the Unit Member's spouse;

15.11.2.3 Son-in-law or daughter-in-law of the Unit Member or the Unit Member's spouse;

15.11.2.4 Grandparent or grandchild of the Unit Member or the Unit Member's spouse;

15.11.2.5 Aunt or uncle of the Unit Member or the Unit Member's spouse;

15.11.2.6 Niece or nephew of the Unit Member or the Unit Member's spouse;

~~15.11.2.7 Any person living in the immediate household of the Unit Member.~~

For purposes of this section, "spouse" includes the domestic partner of a Unit Member as defined by section 297 of the California Family Code.

15.11.3 ~~Three (3) days with pay are allowed for absences due to the death of immediate family members specified in section 15.11.2 residing in or south of the following counties:~~

<del>San Luis Obispo</del>	<del>Madera</del>
<del>Fresno</del>	<del>Tulare</del>
<del>Kings</del>	<del>Inyo</del>

~~Five (5) days with pay are allowed for absences due to the death of immediate family members specified in section 15.11.2 residing out of state or residing in or north of the following counties:~~

<del>Monterey</del>	<del>Mariposa</del>
<del>San Benito</del>	<del>Mono Merced</del>

15.11.4 No deduction shall be made from the salary of a Unit Member, nor shall such leave be deducted from leave otherwise granted under the Education Code, or as provided by the District. When requested by the District, verification of the need for bereavement leave will be provided by the Unit Member.

*\*All other language status quo.*

## ARTICLE 16

### RECRUITMENT, TRANSFER, AND PROMOTION

**ARTICLE 16- RECRUITMENT, TRANSFER, AND PROMOTION**, shall remain unchanged except for the following amendment(s):

#### 16.1 Recruitment

16.1.1 Job Vacancy Announcements: The job announcement for a vacant position shall include the following:

- 16.1.1.1 the job title;
- 16.1.1.2 a description of the position and duties;
- 16.1.1.3 the minimum qualifications and desirable qualifications for the position;
- 16.1.1.4 the current job location, schedule and shift;
- 16.1.1.5 the percent of employment, months per year and salary;
- 16.1.1.6 a statement that the schedule and shift are subject to change in accordance with department needs.

16.1.2 Distribution of Job Vacancy Announcements: Vacant classified positions will be listed on the NOCCCD website Employment Opportunities page in the regular Employment Opportunity Bulletin and distributed by the District to all Unit Members. Upon request, the District Office of Human Resources will provide a Unit Member with the job announcement. ~~Where a Unit Member will be absent from duty for at least one workweek, the Unit Member may submit a written request to the District Office of Human Resources to receive job announcements of classified employment opportunities which arise during the Unit Member's absence. The request shall indicate the dates of the absence and shall include a self-addressed envelope for each week of absence.~~

#### 16.2 Transfer:

16.2.1 Employee Initiated Voluntary Lateral Transfer: A Unit Member may be transferred to a position in the same classification or to a position in a classification in the same salary range for which the Unit Member is qualified, by request of the Unit Member, subject to the following provisions:

- 16.2.1.1 A Unit Member interested in a ~~voluntary~~ lateral transfer shall submit a Request for ~~Voluntary~~ Transfer Form (Appendix G) to the District Office of Human Resources via hard copy or email to hr@nocccd.edu . The Unit Member shall indicate on the form the classification(s), location(s) and division(s)/department(s) to which the Unit Member will accept a transfer.

- 16.2.1.2 In the event a position becomes vacant, Unit Members who have submitted a Request for ~~Voluntary~~ Transfer Form to the District Office of Human Resources will be considered for a transfer prior to the announcement of the vacancy.
- 16.2.1.3 When a vacancy in the requested classification becomes available, the District Office of Human Resources will notify the Unit Member. If interested in the position, the Unit Member shall complete a District application and submit it online to the District Office of Human Resources within five (5) working days after receipt of notification. The District Office of Human Resources will schedule an interview with the hiring Immediate Management Supervisor.
- 16.2.1.4 If the hiring Immediate Management Supervisor declines to select any of the transfer applicants, the position will be advertised in accordance with the regular recruitment and selection process. Application materials submitted by transfer applicants will be placed in the applicant pool unless withdrawn by request of the Unit Member.
- 16.2.1.5 The Request for ~~Voluntary~~ Transfer Form submitted by a Unit Member will be retained by the District Office of Human Resources and remain valid for one year from the date of submission or until the Unit Member is transferred to a requested position, whichever occurs first.
- 16.2.2 District Initiated ~~Involuntary~~ Lateral Transfer: The District may transfer a Unit Member to a position in the same classification, or to a position in a classification in the same salary range for which the Unit Member is qualified, to fulfill personnel needs or requirements because of vacancies, overstaffing, lack of work, lack of funds, nepotism, or when otherwise necessary to meet operational needs as determined by the District.
- 16.2.2.1 CSEA will be notified in writing of the transfer and will be allowed fifteen (15) working days to respond in writing or to meet with the Vice Chancellor of Human Resources or designee regarding the proposed transfer before the transfer is implemented.
- 16.2.2.2 Except in cases of emergency, the Unit Member who is to be transferred shall be provided with a minimum of twenty (20) working days' written notice before the transfer is implemented.
- 16.2.2.3 Where the transfer is based on the need for particular qualifications and skills, Unit Members in the department from which the transfer is to be made shall be considered for the transfer based on their individual qualifications and skills. If qualifications and skills are equal, as determined by the District, the selection shall be determined on the basis of lowest seniority.
- 16.2.3 For purposes of application of the provisions of section 16.2.1 ~~Employee Initiated Lateral Transfer~~ and section 16.2.2 ~~District Initiated Lateral Transfer and promotions~~, where a Unit Member is "grandfathered" pursuant to the implementation of a ~~the 2003~~ Classification Study with respect to the salary range for the position in which the Unit Member is an incumbent, the term grandfathered shall denote that

a grandfathered unit member's pay will not be increased in any manner until the grandfathered unit member's pay is below the new range that has been established by a classification study for the classification in which the unit member has been grandfathered. The classification and ranges will be those listed in "same salary range," as used in sections 16.2.1 and 16.2.2, means a salary range for a position as provided in the Classification Assignments listing (Appendix A), which is the same as the Unit Member's "grandfathered" salary range. The term "same salary range" means the salary range which is the same as the unit member's grandfathered salary range.

16.2.3

16.2.4 Short-Term Transfers~~Temporary Transfers~~: At the request of the Immediate Management Supervisor, a Unit Member may be temporarily transferred to a position of equal or higher range, which may include an increase in percent of employment, in order to substitute for a Unit Member, or to assist in a special work assignment.

16.2.4.1 All suitably qualified Unit Members in the department shall be considered for the short-term assignment based on necessary skills and qualifications, as determined by the Immediate Management Supervisor, provided that a Unit Member must possess the required qualifications for the assignment as specified in the official job description. Short-term assignments shall be distributed equitably among qualified Unit Members through rotation, on the basis of seniority.

16.2.4.2 During a short-term transfer, the Unit Member will receive the rate of pay of the temporary classification. If the transfer is to a classification at a higher salary range, step placement shall be in accordance with the provisions of section 16.3.1.

16.2.4.3 A short-term transfer pursuant to this section shall be for a period of not more than ~~two~~ one calendar years. At the conclusion of a Short Term Transfer the employee will be returned to the same District classification as previously employed.

~~16.2.4.4~~ A Unit Member shall have the right to refuse an offer or request for short-term transfer. Where a short-term transfer would result in a unit member working in a classification with a higher pay range, the unit member has the right to refuse the short term transfer.

16.2.5 Medical Transfers: The District shall give alternate work, when it is available, to a Unit Member who has become medically unable to satisfactorily perform the Unit Member's regular job classification duties. The alternate work may constitute an employee initiated or District initiated lateral transfer or ~~voluntary~~ transfer to a lower classification. The District may require a statement from a licensed physician certifying that the Unit Member is medically able to perform the duties of the alternate work.

16.3 Promotion

16.3.1 Salary Step Placement Upon Promotion: When a Unit Member is promoted to a position at a higher salary range as the result of applying and being selected for a vacant classified position, the Unit Member shall be placed on the first step of the salary range for the position which will grant a raise in the Unit Member's base salary

of at least one full step, except in most cases, the Unit Member shall not be placed on a higher step than presently held.

- 16.3.2 Career-Ladder Promotions from Trainee Positions: For training purposes, a position may be advertised and filled at a lower classification in the series than the established classification of the position. The establishment of a trainee position shall require the approval of the Vice Chancellor of Human Resources or designee. A Unit Member employed in a training position shall receive written goals, requirements and an established, justifiable time frame for completion of training. When the Unit Member is fully trained and able to function in the higher classification, the Immediate Management Supervisor shall recommend promotion to the established classification of the position. It is recommended that the promotion be effective within twelve (12) months after placing the Unit Member in the training position.
- 16.4 Increase in Percent Employed: The Immediate Management Supervisor may increase the percent of employment, within classification, of a Unit Member who is employed less than one hundred (100) percent if the increase is within the authorized staff allocation and approved by the appropriate Chief Executive Officer or designee.
- 16.4.1 Unit Members in the department shall be considered for the increase in percent of employment based on necessary skills and qualifications, as determined by the Immediate Management Supervisor, and if skills and qualifications are equal, the selection shall be determined on the basis of greatest seniority.
- 16.4.2 A Unit Member shall have the right to refuse an offer or request for an increase in percent of employment.
- 16.5 Custodial/Groundskeepers – Reassignment Within Classification: Site seniority lists in the custodian and groundskeeper classifications will be maintained. When a custodian or groundskeeper position becomes available due to a vacancy the vacant position, including the assignment, shift and shift differential, the reassignment will be based on necessary skills and qualifications, as determined by the Immediate Management Supervisor, and if skills and qualifications are equal, the selection shall be determined on the basis of greatest site seniority. ~~will be offered to the Unit Member on the site seniority list with the highest seniority who has demonstrated satisfactory job performance, as evidenced by no written progressive disciplinary actions or unsatisfactory evaluations within the last fiscal year.~~ For purposes of this section, the addition of a new custodian or groundskeeper position shall also constitute a vacancy.
- 16.5.1 Where the qualifications are deemed equal. ~~If~~ the Unit Member with the highest seniority declines reassignment to the vacant position, the next senior Unit Member will be offered the position, and so down the seniority list.
- 16.5.2 A custodian or groundskeeper who transfers to a vacant position as provided herein shall not be eligible for another such reassignment under this section for a period of one calendar year after the reassignment. The acceptance of a reassignment under this section shall not prevent a Unit Member from applying for a ~~voluntary~~ transfer as provided in section 16.2.1 or from accepting a short term transfer as provided in section 16.2.3.
- 16.6 Assignment of Relatives
- 16.6.1 Members of an immediate family may hold positions in the District.

## ARTICLE 18

### CLASSIFICATION AND RECLASSIFICATION

**ARTICLE 18- CLASSIFICATION AND RECLASSIFICATION**, shall remain unchanged and language to remain status quo, except as indicated below:

18.1 Placement in Classification and Job Series

18.1.1 The District shall have the right and responsibility to create and determine the job content, qualifications, duties, and standards of each position in the bargaining unit, and pursuant thereto, every bargaining unit position shall be placed in a classification and a job family series. The classification and job family series within the bargaining unit are listed in Appendix A, attached and incorporated by reference as part of this Agreement.

18.1.2 The following classifications require individual emphasis, based on the discipline or area of application:

Business analyst I & II [application]

Instructional Aide / [application]

Instructional Assistant / [application]

Laboratory Clerk / [application]

Laboratory Technician / [application]

Student Services Coordinator / [application]

Student Services Specialist / [application]

Student Services Technician / [application]

Each such specialized classification (e.g., Instructional Assistant/Biology; Instructional Assistant/Chemistry) shall be considered a separate and distinct classification for the purposes of the collective bargaining agreement, the California Education Code and the Educational Employment Relations Act but may be placed under the same job family series.

18.1.3 By mutual written agreement, CSEA and the District may remove classifications from within the bargaining unit. The duties of a former classification that has been removed from the bargaining unit shall no longer constitute work that is "customarily and routinely performed" by bargaining Unit Members within the meaning of the provisions of section 25.1 of Article 25 of this Agreement.

18.2 Distribution of Job Information: Upon initial employment and for each change in classification, the affected Unit Member shall be provided with the following:

18.2.1 a copy of the applicable job description and monthly salary rates for the position;

18.2.2 designation of the assigned work location;

18.2.3 designation of the assigned work shift, hours per day, days per week and months per year.

A second copy shall be signed, dated, and placed in the Unit Member's personnel file.

### 18.3 New Classifications and Changes to Existing Classifications

18.3.1 The District may establish new classifications within the bargaining unit or change the classification of a position that becomes vacant, as needed to meet the operational needs of the District. Except as provided in section 18.3.2, when a new classification is created, or when an amendment to the job description of an existing classification is proposed, the District will provide written notice to the CSEA President or designee and propose a salary range. If CSEA does not agree with the proposed salary range, a written request to meet and negotiate on the salary proposal must be submitted by CSEA to the Vice Chancellor of Human Resources or designee within ten (10) working days of receipt of the notice.

18.3.2 Where the District proposes an amendment to the job description of an incumbent Unit Member and there is disagreement between CSEA and the District concerning the amendment, the District will meet with CSEA to negotiate the proposal. The provisions of this section shall not apply to any change in a Unit Member's job description or classification resulting from the classification review process as provided in section 18.4.

#### 18.3.3 Salary Placement

18.3.3.1 When a position or classification of positions is reclassified to a higher salary range, the incumbent Unit Member(s) will be placed on the new assigned pay range and column of the appropriate reclassified position that provides at least four percent (4%) increase for the position in which the employee is reclassified. The Unit Member will continue to advance along the new assigned pay range until they reach the maximum step. remain on the same step and advance to the new assigned range. The Unit Member's anniversary date will remain the same.

18.3.3.2 When a position or classification of positions is classified to a lower salary range, the Unit Member(s) may elect to exercise bumping rights under the layoff and reemployment Article of this Agreement, or remain in the position, in which case the Unit Member's salary will be "Y-rated". The Unit Member's salary will not be decreased, but will be fixed at the present salary amount until the Unit Member's anniversary step, longevity step, or negotiated salary increase (based on the lower range) exceeds the "Y-rated" salary. If the classification to a lower range is effective simultaneously with the Unit Member's anniversary step, longevity step, or negotiated salary increase, the Unit Member will receive this increase based on the Unit Member's previous range and then the salary will be fixed as provided above.

18.3.3.3 Where the District proposes to classify the position of an incumbent Unit Member to a lower salary range, the District will meet with CSEA to negotiate the proposal.

18.3.4 Incumbent Rights: When a position or an entire classification of positions is reclassified, the incumbent(s) in the position(s) shall be entitled to serve in the new position(s). When a reclassification is required due to reorganization considerations, these changes will be implemented on the basis of a uniform process in accordance with Cal. Code Regs. Tit. 5, § 53021.

## 18.4 Classification Review

18.4.1 Basis for Classification Review: A permanent Unit Member may request a classification review of the Unit Member's position where the Unit Member believes that there has been a permanent accumulation of responsibilities that are above the level of the Unit Member's current classification.

18.4.1.1 The basis for a review shall be a significant, consistent and ongoing increase in job content, i.e., required knowledge, skills, abilities, responsibility, and accountability. The review evaluates job content only, not the person, and is not based on job performance, length of service, or other characteristics related to the Unit Member in the position.

18.4.1.2 Increased workload and normal increases in skills, experience, proficiency and adaptation to new technologies consistent with the duties of the classification in a position are not bases for classification review.

18.4.1.3 A Unit Member must have served in the ~~position~~ current classification for at least ~~fourteen (14) six calendar~~ months before a request for classification review may be submitted.

~~7.1.1.1~~ 18.4.1.4 A Unit Member may not request a classification review for the same position within a twenty-four (24) month period unless the reclassification request was denied by the Classification Review Committee. in consecutive window periods.

## 18.4.2 Classification Review Committee

18.4.2.1 The District Classification Review Committee shall evaluate all requests for classification review and shall submit recommendations to the Vice Chancellor of Human Resources for review and approval. Classification issues to be evaluated and recommended by the committee shall include, but not be limited to, job descriptions, qualifications, job titles, salary ranges, and assignment of positions within job family series. The committee shall determine the content and format of the *Request for Classification Review Form* and any other documents which may be necessary to perform its function.

18.4.2.2 The Classification Review Committee shall be comprised of the District ~~Director, Human Resources Operations Associate Vice Chancellor of Human Resources~~, two (2) members appointed by the Vice Chancellor of Human Resources, and three (3) Unit Members appointed by CSEA. The terms of the CSEA appointees shall be three (3) years, with the right of reappointment. The terms of the initial CSEA members appointed to the Committee shall be staggered for continuity in a manner mutually agreed by CSEA and the Vice Chancellor of Human Resources. The ~~Associate Vice Chancellor of District Director, Human Resources Operations~~, shall serve as chair of the committee.

- 18.4.3 Classification Review Process: Requests for classification review may be submitted in the window periods of ~~February 1 through February 28~~ March 1st through April 15th of each fiscal year. Requests not submitted within this period will not be considered. All requests shall be submitted on the *Request for Classification Review Form* available from the District Office of Human Resources.
- 18.4.3.1 The Classification Review Committee will evaluate each request for classification review based on the information submitted by the Unit Member in the *Request for Classification Review Form*.
- 18.4.3.1.1 ~~If the Unit Members who have applied for Classification Review will meet with the Classification Review Committee and provide the committee with a summary which delineates the basis for their request. has so requested on the Request for Classification Review Form, the Unit Member will be afforded the opportunity to meet with the committee to discuss/present their Request for Classification.~~
- 18.4.3.1.2 The committee may interview the Unit Member and/or the Immediate Management Supervisor, conduct a desk audit, and solicit such additional information as may be needed by the committee to clarify information provided on the *Request for Classification Review Form*.
- 18.4.3.1.3 The recommendations of the committee will be forwarded to the Vice Chancellor of Human Resources for review and approval. The committee chair will provide notice, including the names of all applicants, to CSEA Chapter #167 President or designee and committee members when committee recommendations are forwarded to the Vice Chancellor of Human Resources.
- 18.4.3.2 If the Vice Chancellor disagrees with the committee's recommendations, the Vice Chancellor will meet with the committee to discuss the issues prior to making a final determination and provide a written response to the committee.
- 18.4.3.3 Where the Vice Chancellor does not approve a recommendation for reclassification due to fiscal or organization reasons, the recommendation will be returned to the committee. The committee shall validate the performance of the out-of-classification duties and recommend any realignment of responsibilities necessary to conform with the Unit Member's existing classification.
- 18.4.3.4 The Vice Chancellor will provide notice of the final decision to the Unit Member and to CSEA Chapter #167 President or designee within ~~Forty-five (45) sixty (60)~~ Forty-five (45) working days after receipt of committee recommendations. This deadline may be extended for a length of time mutually agreed upon by CSEA and the Vice Chancellor of Human Resources.
- 18.4.3.5 The decision of the Vice Chancellor shall be final. The recommendation of the Classification Review Committee and the decision of the Vice Chancellor are not subject to the grievance process.

- 18.4.3.6 Approved classification changes shall become effective on the first day of the month following the window period during which the request for classification review was submitted.
- 18.4.3.7 Where a recommendation for reclassification is not approved as provided in section 18.4.3.3, the Unit Member shall be retroactively compensated for the performance of validated out-of- classification duties, effective from the first day of the month following the window period during which the request for classification review was submitted, through the date of decision by the Vice Chancellor and notification to the Unit Member.

#### ~~18.5 — Implementation of 2003 Classification Study~~

- ~~18.5.1 CSEA and the District have implemented revised job descriptions and titles for each Unit Member and classification within the bargaining unit as recommended by the 2003 classification study. With the implementation of the revised job descriptions and job titles, all prior job descriptions and titles, and any prior side letters between the parties which may have affected the job description or title for any classification or Unit Member shall become null and void.~~
- ~~18.5.2 Upon implementation of the revised salary range for each classification and Unit Member, any prior agreements with respect to stipends or additional salary ranges which may have previously been awarded with respect to any classification or Unit Member for the performance of classified duties, shall be terminated. The revised salaries for Unit Members implemented pursuant to the classification study are predicated on the totality of the duties and responsibilities for each classification and are intended to constitute the complete compensation for the classification and Unit Member.~~
- ~~18.5.3 All Unit Members who were in a position that was retitled, reclassified, or eliminated will carry their seniority from their classification prior to the implementation of the classification study to the new classification.~~
- ~~18.5.4 Incumbents whose positions were recommended for a decrease in salary range placement will not be "Y-rated" and will remain at the salary range and step for their classification prior to the implementation of the classification study. Incumbents will continue to receive the benefit of any negotiated salary increases and will continue to receive anniversary increments as provided in Article 9, section 9.6 of this Agreement.~~
- ~~18.5.5 When a position that was recommended for a decrease in salary range by the implementation of the classification study becomes vacant, the position will be filled at the recommended (decreased) range.~~

## ARTICLE 19

### UNIT MEMBER EVALUATION

**ARTICLE 19- UNIT MEMBER EVALUATION**, shall remain unchanged and language to remain status quo.

#### 19.2 Evaluation of Probationary Unit Members

- 19.2.1 Probationary Unit Members are evaluated -at the end of two (2) and-four (4) months of service, ~~eight months of service, and two weeks prior to the end of the twelve-month~~ during their probationary period. At the discretion of the Immediate Management Supervisor, the supervisor may conduct a third evaluation after the fifth month.
- 19.2.2 The evaluation shall be made upon the Performance Evaluation Form for Probationary Unit Members (Appendix I).
- 19.2.3 The substantive findings of the District contained in the evaluation shall not be subject to review or appeal and shall not be grievable under the provisions of Article 22 of this Agreement.
- 19.2.4 Disposition of Evaluation Report Form: The final Evaluation Report Form shall be submitted electronically by the Immediate Management Supervisor through established administrative channels to the District Office of Human Resources and the Unit Member for inclusion in the Unit Member's personnel file.

**\*\* The District Proposes new evaluation form as presented during Negotiations.**

## ARTICLE 20

### DISCIPLINARY ACTION

**ARTICLE 20- DISCIPLINARY ACTION**, shall remain unchanged and language to remain status quo, except as indicated below:

20.1 Suspension, Demotion, or Dismissal: Discipline shall be imposed upon Unit Members pursuant to this Article.

#### 20.2 Definitions

20.2.1 "Disciplinary Action" includes any action whereby a Unit Member is deprived of any classification or any incident of any classification in which the Unit Member has permanence, including dismissal, suspension, demotion, ~~or any reassignment, without the Unit Member's voluntary consent, except a layoff for lack of work or lack of funds.~~ (See Education Code)

20.2.2 "Cause," relating to disciplinary actions against Unit Members, means those grounds for discipline or offenses enumerated in the law pertaining to community colleges or the written rules of the District. ~~No disciplinary action may be maintained for any cause other than as defined herein.~~

20.2.3 "Informal Corrective Measures" include verbal warnings, conferences, written warning notices, evaluations, and Performance Improvement Plans, ~~and the like,~~ An informal corrective measure does not deprive a Unit Member an incident of classification, but may lead to disciplinary action, as defined in this Article.

20.3 Causes for Disciplinary Action: The following causes shall be grounds for disciplinary action:

- 20.3.1 Incompetency or inefficiency in the performance of assigned duties, inattention to or dereliction of duty, lack of ability, or failure to perform assigned duties in a satisfactory manner.
- 20.3.2 Possession of unauthorized, dangerous and/or deadly weapons on District property.
- 20.3.3 Insubordination – refusal to obey a legal and reasonable order of a line management supervisor, or any authorized Administrator in the established reporting structure including refusal to do assigned work.
- 20.3.4 Dishonesty affecting the institution or District, including but not limited to, theft or unauthorized personal use of District property, knowingly failing to disclose material facts regarding criminal convictions, knowingly providing false or misleading information on application forms and employment records concerning material matters or knowingly falsifying any other institutional or District records.
- 20.3.5 Negligence in the care or use of District property.
- 20.3.6 Use, possession, or being under the influence of alcohol or illegal drugs as defined by law while on duty. Use or possession of alcohol or illegal drugs as defined by law on District sites. Any sex or narcotics offense requiring mandatory suspension as specified by law pertaining to community colleges.
- 20.3.7 Conviction of a sex or narcotics offense as defined by the relevant provisions of the Education Code or conviction of a crime involving moral turpitude.
- 20.3.8 Evident unfitness for service.
- 20.3.9 Repeated and unexcused tardiness in reporting to work at assigned time. Using sick leave or industrial accident/illness leave while working elsewhere.
- 20.3.10 Unexcused absence, abuse of sick leave, or absence without notification, or unauthorized departure from the job during assigned work hours.
- 20.3.11 Abandonment of position, including failure to return to duty upon expiration of any authorized leave of absence, or absence of five (5) consecutive working days without prior notification and/or permission, or failure to provide the District with a valid or acceptable reason for absence as required in Article 15.
- 20.3.12 Inability to perform assigned duties due to failure to meet job qualifications, including but not limited to, legal inability or physical inability such as failure to maintain a license or other certification that is required for the job, inability of the District to provide liability insurance due to the wrongful action of the employee, or failure to meet physical examination requirements.
- 20.3.13 Persistent violation of the Education Code or of rules, regulations or procedures applicable to the Unit Member; violation or refusal to obey safety rules and regulations made applicable to community colleges by the Board of Trustees or the laws and regulations of the state or federal government; failure to report for health or X-ray examination, including tuberculosis screening, after due notice.
- 20.3.14 Sexual or racial harassment and/or unlawful discrimination against a subordinate, student or fellow employee.
- 20.3.15 Sleeping during assigned work hours.

20.3.16 Offensive or abusive conduct or language toward other employees, students or the public; conduct that threatens the welfare and/or the property of the students or employees of the District, including the employee involved in the conduct.

20.3.17 Violation or abuse of the release time provisions of this Agreement.

20.3.18 A breach of this Agreement.

20.7.2 Right to Request Hearing: The Unit Member may request a hearing on the charges by submitting a properly signed and dated "Request For Hearing" Form to the Vice Chancellor of Human Resources or designee not later than ten (10) working days after service of the Notice of Disciplinary Action upon the Unit Member. Failure of the Unit Member to submit a "Request For Hearing" Form as prescribed herein shall constitute a waiver of the employee's right to a hearing and the Board of Trustees may act upon the charge(s) without further notice. Nothing in this section shall prevent a Unit Member from requesting a hearing and obtaining a representation. If the Unit Member requests CSEA representation, CSEA has the right to decline to represent a Unit Member at any time.

### 20.7.3 Hearing Procedures 20.7.3 Due Process

#### 20.7.3.1 Hearing for Suspension Without Pay of Five Days or Less 2.7.3.1. Due Process for a Recommended Suspension Without Pay of Five Days or Less

~~20.7.3.1.1 Where the Unit Member has requested a hearing in accordance with section 20.7.2 and the proposed disciplinary action is for suspension without pay of five (5) working days or less, the hearing shall be before the District Chancellor or designee. The Chancellor or designee who conducts the hearing shall not have served as the Skelly officer in the matter. The District shall notify the Unit Member of the date and time, and place where the hearing will be held. The Unit Member shall be given at least ten (10) working days after notification of the hearing date to prepare for the hearing. The employee may elect to be represented by CSEA or the employee may elect to represent himself/herself.~~

20.7.3.1.1 In the event a suspension is recommended for five workdays or less, due process will be provided. Upon receipt of the Notice of Proposed Disciplinary Action and Statement of Charges ("Notice"), the Unit Member will be offered an in-person "Skelly" meeting. Pursuant to Article 20.6 of the CSEA Agreement, the Unit Member has a right to respond to the Charges in the Notice either orally in an in-person Skelly meeting or in writing no later than ten (10) working days after receipt of the Skelly meeting invitation.

~~20.7.3.1.2 The hearing shall be informal and the employee shall have the opportunity to present to the Chancellor or designee any relevant evidence in the form of a narrative presentation or documents relative to the charge(s). The Chancellor or designee will consider all relevant evidence, including testimony by witnesses for the employee and for the District. Both parties will have the opportunity to confront and question all witnesses who testify, and to question all evidence presented.~~

20.7.3.1.2 If the Unit Member does not request an in-person Skelly meeting, the Unit Member may provide a written response as to why they should not receive the recommended discipline. The written response must be received by the Human Resources Department by close of business on the tenth (10th) working day following the notice of the Skelly meeting. Failure to appear at the in-person Skelly meeting, or failure to submit a written response by the tenth (10th) working days will result in a waiver of the opportunity to have the Skelly meeting.

20.7.3.1.3 The Associate Vice Chancellor of Human Resources, or the designee named by the Vice Chancellor of Human Resources will serve as the Skelly Officer. At the Skelly meeting, the Unit Member will

be provided the opportunity to make any representations or to provide any information that is relevant to the proposed disciplinary action. During the Skelly, the Unit Member has the right to have a CSEA representative present with them during the Skelly or a representative of their own choosing.

~~20.7.3.1.3 The Chancellor or designee shall, within ten (10) working days from the date of the conclusion of the hearing, render a recommended decision as to whether the proposed disciplinary action shall be imposed, and if not, whether lesser disciplinary action shall be imposed, and shall thereafter give the Unit Member written notice of the decision and the reasons therefore. The Chancellor or designee shall prepare findings of fact and conclusions that constitute the results of the hearing and form a basis for the decision of the Board of Trustees. If the Unit Member is represented by CSEA in the hearing, CSEA shall have the right to submit a concluding written statement, which shall be attached to the decision and findings of the Chancellor or designee, provided the statement is submitted to the Chancellor or designee not later than five (5) working days following CSEA's receipt of the decision and findings.~~

~~20.7.3.1.4 Decision on Proposed Disciplinary Action: The Board of Trustees may amend, modify, or revoke the recommended disciplinary action, provided the Board may not impose a disciplinary action more severe than that proposed in the Notice of Disciplinary Action.~~

20.7.3.1.4 After the Skelly meeting, or timely receipt of a written response, the Associate Vice Chancellor, Human Resources or the Vice Chancellor's designee will make a written determination. The determination can sustain, modify, or overturn the recommended discipline.

~~20.7.3.1.5 Decision of Board of Trustees: The Board's determination of the sufficiency of the cause for disciplinary action shall be conclusive in all cases and the decision of the Board of Trustees shall be final and binding on all parties.~~

#### 20.7.3.1.5 Appeal of the Skelly Meeting Determination

20.7.3.1.5.1 -If the Unit Member disagrees with the Skelly meeting determination, the Unit Member may file an appeal with the Vice Chancellor, Human Resources. The appeal must be filed within eight (8) working days after the date of the Skelly meeting determination. If no appeal is filed, the Vice Chancellor or designee may impose the written determination from the written determination based upon the Skelly meeting.

20.7.3.1.5.2 If the Unit Member files a timely appeal of the Skelly meeting determination, the Vice Chancellor or designee will process the appeal. The appeal will consist of a review of the Skelly meeting written determination, a review of any supporting documents including written witness statements signed by the witness declaring the information in the written witness statement as true and accurate to the best of the witness' knowledge, and a meeting with the Unit Member and their representative. Also present at the meeting will be a note taker or a digital recording to assist the Vice Chancellor or designee.

20.7.3.1.5.3 The appeal meeting with the Unit Member will be scheduled for no more than three (3) hours during the Unit Members workday. The Vice Chancellor or designee, the Unit Member, or their representative may extend the appeal meeting, if warranted, by mutual agreement of all parties. After the appeal meeting, the Vice Chancellor or designee will render a final written appeal determination within 30 calendar days. The written appeal determination of the sufficiency of the cause for disciplinary action shall be conclusive in all cases and the decision of the Vice Chancellor or designee shall be final and binding on all parties.

~~20.7.3.2~~

20.7.3.2 Hearing for Suspension Without Pay ~~of More than for Six Days or More, Five Days,~~ Demotion or Dismissal

20.7.3.2.1 Where the Unit Member has requested a hearing in accordance with section 20.7.2 and the proposed disciplinary action is for suspension without pay of six days or more, more than five ~~(5) working days, or~~ for demotion or dismissal, the Board of Trustees may conduct the hearing or elect to have a hearing officer conduct the hearing.

20.8 Informal Corrective Measures and Progressive Discipline: Except in those situations where the nature or seriousness of a Unit Member's conduct warrants immediate disciplinary action or where the application of informal corrective measures and/or progressive discipline would likely be futile or cause undue delay to the detriment of the District, a permanent Unit Member whose work or conduct is of such character as to incur discipline shall first be specifically warned verbally and if the unsatisfactory work or conduct continues, shall be warned in writing by the Immediate Management Supervisor. Such written warning shall state the reasons underlying any intention the District may have for recommending future disciplinary action.

## ARTICLE 21

### LAYOFF AND REEMPLOYMENT

**ARTICLE 21- LAYOFF AND REEMPLOYMENT**, shall remain unchanged and language to remain status quo, except as indicated below.

21.1 Reason for Layoff: Layoff shall occur only for lack of work or lack of funds in accordance with the Education Code. While the District shall have the right to lay off classified positions for the reasons listed above, CSEA shall retain the right to negotiate the effects of layoff. The District and CSEA shall meet sufficiently in advance of any notice of layoff to Unit Members to negotiate the effects of the proposed layoffs and determine the order of layoff within the provisions of this Article.

21.1.1 A Unit Member may not be laid off if a short-term employee is retained to render a service within the department that the Unit Member is qualified to render.

21.1.2 The provisions of section 21.1.1 shall not apply to the retention of a short-term employee, as defined in Education Code 88003, who is hired for a period not exceed 45 days after which the short-term service may not be extended or renewed.

21.2 Notice of Layoff: Upon the decision of the District to eliminate or reduce a classified position(s) within the bargaining unit, written notice of layoff shall be sent by registered mail or delivered in person to the affected Unit Member(s) by the District Office of Human Resources, not less than sixty (60) calendar days prior to the effective date of layoff. A copy of each notice will be sent to the CSEA President. Failure to give written notice under the provisions of this section shall invalidate the layoff. The District will comply with California Education Code §88017 including the March 15 notice requirement. When classified positions must be eliminated as a result of the expiration of a specially funded program, the employees to be laid off shall be given written notice not less than 60 days prior to the effective date of their layoff. Any notice of layoff shall specify the following:

## ARTICLE 22

### GRIEVANCE PROCEDURE

**ARTICLE 22- GRIEVANCE PROCEDURE**, shall remain unchanged and language to remain status quo.

22.7 Grievance Forms: Grievance forms shall be furnished by the District and are included in this Agreement in appendices J-1, J-2, and J-3. The completed grievance form must include, but is not limited to the following information:

## ARTICLE 25

### RESTRICTION ON CONTRACTING OUT

**ARTICLE 25- RESTRICTION ON CONTRACTING OUT** shall remain unchanged and language to remain status quo, except as indicated below.

- 25.1 Restriction on Contracting Out: During the life of this Agreement, the District agrees that it will not contract out work which has been customarily and routinely performed or is performed by Unit Members which will result in the reduction in regular hours or wages of Unit Members, or which will result in the loss of employment or layoff of Unit Members except by mutual agreement between the Board of Trustees and CSEA.
- 25.2 The California School Employees Association and its NOCCCD Chapter #167 and the North Orange County Community College District mutually agree to contract out the hourly services required in the Disabled Student Centers and EOPS Centers for specially-trained assistants in the areas of interpreters and readers. In addition, the District may contract out the hourly services required to provide tutoring services for students. These services are needed on an assignment basis, depending on the student needs.
- 25.3 The California School Employees Association and its NOCCCD Chapter #167 and the North Orange County Community College District mutually agree that the District may contract out for the provision of food services within the District. The District may, in so contracting, secure the full range of facilities, food products and services offered by a vendor. Persons employed by any vendor with whom the District may contract shall be deemed employees of the vendor, as an independent contractor, and shall be subject to such terms and conditions of employment as may be established by the vendor. In no event will employees of a vendor be considered employees of the District nor will the vendor, or employees of the vendor, be subject to the provisions of the collective bargaining agreement between CSEA and the District.
- 25.4 The California School Employees Association and its NOCCCD Chapter #167 and the North Orange County Community College District mutually agree that the District shall have the right to contract out for the provision of swimming pool maintenance services within the District. The District may, in so contracting, secure the full range of pool maintenance services as deemed necessary by the District, including adjusting, repairing and maintaining pools, pool equipment, pool machinery, and pool-related surrounding facilities (e.g., pool deck, pump room, chemical room).
- 25.4.1 CSEA and the District further agree that persons employed by any vendor with whom the District may contract shall be deemed employees of that vendor, as an independent contractor, and shall be subject to such terms and conditions of employment as may be established by the vendor. In no event will employees of a vendor be considered employees of the District nor will the vendor, or employees of the vendor, be subject to the provisions of the collective bargaining agreement between CSEA and the District.
- 25.4.2 The District may, at its option, elect to contract out for some swimming pool maintenance services and have some swimming pool maintenance services performed within the Pool Mechanic classification,

or other appropriate classification, by Unit Members. However, the District shall retain the right, at any time, to discontinue swimming pool maintenance services performed by Unit Members and contract out for the full range of swimming pool maintenance services.

## **ARTICLE 26**

### **NEGOTIATIONS**

**ARTICLE 26- NEGOTIATIONS**, shall remain unchanged and language to remain status quo, except as indicated below.

- 26.1 Notification and Public Notice: If either party desires to alter or amend this Agreement, it shall, at least ninety (90) calendar days prior to the termination date set forth under the Duration Article and no later than October 31st, provide written notice and a proposal to the other party of said desire and the nature of the amendments and cause the public notice provision of law to be fulfilled.
- 26.2 Commencement of Negotiations: Negotiations shall commence within ten (10) working days of satisfaction of the public notice requirements. Negotiations shall commence at a mutually acceptable time and place for the purpose of considering changes to this Agreement.
- 26.2.1 The initial meeting will be used to calendar negotiations sessions and to determine the ground rules to be used.
- 26.2.2 The District and CSEA currently recognize the Interest Based Bargaining process as a useful and constructive tool for negotiations. It is suggested by both parties that the Interest Based Bargaining process be used for negotiations whenever it is practical. (See CSEA/NOCCCD Interest Based Bargaining Handbook. The intent of the Handbook is to serve as a general framework for addressing the Interest Based Bargaining process; the provisions in the Handbook are not negotiated contractual procedures and are not subject to grievance under this Agreement.)
- 26.3 Impasse: If notice has been given in accordance with the preceding sections and the parties have not been able to agree upon terms of a new Agreement, either party may institute impasse procedures according to Chapter 10.7, Article 9, section 3548 of the Government Code. Once impasse procedures have been invoked, this Agreement shall remain in full force and effect until the conclusion of the impasse process.
- 26.4 Release Time for Negotiations
- 26.4.1 CSEA shall have the right to designate up to five (5) Unit Members and one (1) alternate who shall be allowed to attend, without loss of compensation, scheduled meetings with designated representatives of the District to meet and confer on matters within the scope of representation. This release time shall include a reasonable amount of travel time to and from such meetings when they are conducted at a location other than a Unit Member's work location.
- 26.4.2 The designated members of the CSEA negotiating team shall be granted up to twenty (20) minutes of time for negotiations preparation for every one (1) hour of scheduled meeting time with designated representatives of the District, to be used at the beginning of each scheduled meeting.
- 26.4.3 CSEA shall notify the Vice Chancellor of Human Resources in writing of the names of the designated members of the negotiating team. If a change in designated negotiating team members is made, CSEA shall notify the Vice Chancellor of Human Resources in writing within five (5) working days of such change.
- 26.4.4 The Vice Chancellor of Human Resources or designee shall notify the appropriate Immediate Management Supervisors of the names of the designated CSEA negotiating team members and shall provide to them, as soon as available, a schedule of the dates and times of scheduled negotiations meetings. If a scheduled negotiations meeting is canceled by either CSEA or the District, or if a change in the dates and times of scheduled negotiations meetings is made, CSEA negotiating team members will promptly notify their Immediate Management Supervisors. A copy of the aforementioned schedule shall be provided to each member of the CSEA negotiating team.

26.4.5 CSEA negotiating team members shall specify, on their monthly time sheets, the dates and times of release time taken for participation in negotiations pursuant to the provisions of this Article.

26.5 Reopener Clause: CSEA NOCCCD Chapter 167 or the District shall have the right to reopen this Agreement on matters pertaining to wages and health and welfare benefits and any one other Article by giving written notice in each year prior to June 30. Negotiations shall commence under this section within ten (10) working days after fulfillment of the public notice requirements. The terms and conditions of this Agreement will remain in full force and effect during such negotiations. By mutual agreement, time-lines may be modified to accommodate the negotiations process.

26.5.1 Reopener Clause: CSEA NOCCCD Chapter 167 or the District shall have the right to reopen this Agreement on matters pertaining to wages and health and welfare benefits and any one other Article by giving written notice in each year prior to October 31 April 1. Negotiations shall commence under this section within ten (10) working days after fulfillment of the public notice requirements. The terms and conditions of this Agreement will remain in full force and effect during such negotiations. By mutual agreement, time lines may be modified to accommodation the negotiations process.

26.6 Retroactive Salary Increases: When retroactive salary increases are negotiated, the increase in salary will be applicable to all Unit Members who are in paid status on the date the retroactive increase is approved by the Board of Trustees.

26.6.1 Unit Members who retire from the District or are laid off on or after the date the retroactive increase is approved by the Board of Trustees will also receive this salary increase.

26.6.2 Unit Member placed on the 39-month reemployment list or granted an unpaid leave of absence on or after the date the retroactive increase is approved by the Board of Trustees will also receive this salary increase.

26.6.3 Unit Members granted a military leave for the performance of military service in a uniformed service, whether such leave is paid or unpaid by the District, and provided the Unit Member is an employee of the District on the date the retroactive increase is approved by the Board of Trustees, will also receive this salary increase.

26.7 Ratification of Additions or Changes: Any additions or changes in this Agreement shall not be effective unless reduced to writing and properly ratified and signed by both parties.

26.8 Agreement of Parties: This Agreement contains the agreement of the parties as to all existing matters. This Agreement terminates and supersedes all past agreements, memoranda of understanding, past practices, and procedures in conflict with the express terms of this Agreement. Nothing contained herein shall be interpreted as precluding the right of CSEA and the District to mutually agree in writing to negotiate on matters which develop after entering into this Agreement.

## **ARTICLE 28 DURATION**

**ARTICLE 28 - Duration**, shall remain unchanged and language to remain status quo, except as indicated below

28.1 Length of Agreement: This Agreement shall become effective July 1, 2024, October 12, 2024. This Agreement shall cover the 20241- 20252, 20252-20263 and 20263-20274 academic years, and shall continue in affect to and including June 30, 20274.

28.2 Negotiations for the 20241-20252, 20252-20263 and 20263-20274 academic years are closed; however, CSEA and the District maintain the right to open one two (24) non-monetary article/articles in 20253-20264.

California School Employees Association  
and its NOCCCD Chapter #167

Elaine Loayza 6/30/25  
Date  
President, CSEA NOCCCD Chapter # 167

Pamela Spence 6/30/25  
Date  
Past President, CSEA NOCCCD Chapter #167

Emma Lopez 30 June 25  
Date  
CSEA Senior Labor Relations Representative

Chris Caccavo 6/30/25  
Date  
CSEA Negotiating Team

Angela Haugh 6/30/25  
Date  
CSEA Negotiating Team

Amy Shrack 6/30/25  
Date  
CSEA Negotiating Team

North Orange County Community College District

Julie Kossick 6/30/25  
Date  
Associate Vice Chancellor, Human Resources

Phil Fleming \_\_\_\_\_  
Date  
NOCCCD Negotiating Team

Khaoi Mady 6/30/25  
Date  
NOCCCD Negotiating Team

AnnMarie Ruelas \_\_\_\_\_  
Date  
NOCCCD Negotiating Team

Martha Turner \_\_\_\_\_  
Date  
NOCCCD Negotiating Team

Dani Wilson \_\_\_\_\_  
Date  
NOCCCD Negotiating Team