

Victor Valley College
AGREEMENT

between

Victor Valley Community College District

and

**Victor Valley College
California School Employees Association
Chapter 584**

July 1, 2010 ~ June 30, 2013

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**ARTICLE 1
AGREEMENT**

- 1.1 This Agreement is made and entered into this 7th day of April, 2011, by and between Victor Valley Community College District hereinafter referred to as the "District," and Chapter #584, of California School Employees Association, hereinafter referred to as the "Association."

- 1.2 The term of this Agreement will be from July 1, 2010, through June 30, 2013, with mandatory reopeners for Articles 5 and 9 in year two, beginning July 1, 2011 and reopeners for year three by mutual agreement.

ARTICLE 2
RECOGNITION

- 2.1 The District confirms its recognition of CSEA Chapter #584 as the exclusive bargaining representative for those members of the classified service holding positions described in Appendix A (permit and associate permit teachers).
- 2.2 All newly created positions of the classified service, as defined in Education Code 88003, which have not been identified by the District as supervisory, confidential or management, shall be added to the unit described in Appendix A.
- 2.3 Classified specials with appropriate titles will be added to Appendix D.

ARTICLE 3
NO DISCRIMINATION

- 3.1 No bargaining unit member shall be discriminated against by the District or the Association because of his or her political opinions or affiliations, or because of race, national origin, religion, marital status or any other legally protected class.

- 3.2 Neither the District nor the Association shall unlawfully discriminate against any unit member because of rights guaranteed by the Educational Employment Relations Act. Such discrimination is subject to unfair practice procedures and shall not be grievable under Article 16 of this Agreement.

ARTICLE 4
DISTRICT RIGHTS

- 4.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to those duties and powers are the right to: determine its organization; direct the work of its employees; determine the time and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish policies, goals and objectives; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work not normally and customarily provided by the bargaining unit; and take action on any matter in the event of an emergency. In addition, the board retains the right to hire, classify, assign, evaluate, promote, transfer, layoff, reduce hours, terminate and discipline employees. The exercise of the foregoing powers, rights, authority, duties and responsibilities, by the District shall be limited only by the specific and express terms of this Agreement and any rights not addressed herein are left to the exclusive determination of the District.
- 4.2 The District retains its right to rescind policies and practices referred to in this Agreement in cases of emergency. The determination of whether or not an emergency exists is solely within the discretion of the Board of Trustees.

ARTICLE 5 HOURS AND OVERTIME

5.1 WORKWEEK

The standard work week shall be forty (40) hours.

5.2 WORKDAY

The District has the right to set the initial hours upon creation of a new position or for a vacant position. Any changes to an existing employee's shift hours, length of work day or days worked per year shall be negotiated prior to implementation. The District may employ persons in bargaining unit positions who have a regular, minimum assignment of less than eight (8) hours per day and/or forty (40) hours per week. Such positions shall be deemed regular "part-time" positions.

5.3 LUNCH/BREAKS

All bargaining unit members who work an assigned work day of six (6) hours or more shall be entitled to two (2) fifteen (15) minute breaks, one in the morning and one in the afternoon. All bargaining unit members shall also be entitled to a lunch break of one-half hour unless lengthened under 5.3.1 below.

5.3.1 Bargaining unit members may combine the morning and afternoon breaks with their lunch in order to have a one (1) hour lunch break, thirty (30) minutes of which will be duty free. Neither the district nor the employee may schedule a lunch hour and/or break at the beginning or end of the work day.

5.3.2 Bargaining unit members shall be allowed to combine their breaks and lunch times to attend the CSEA meeting with prior approval from their supervisor. Denial will be justified only if the employees' absence adversely affects the department's operation. The unit member may not take an additional lunch break.

5.3.2.1 A unit member's supervisor may withhold permission for change of break and lunch hours under 5.3.2 when accommodating the request would substantially interfere with the workings of the department. The supervisor's prior approval will not be unreasonably withheld.

5.4 OVERTIME

All overtime hours shall be compensated at the rate of one and one-half (1 ½) the regular rate of pay. Overtime is defined as any time required to be worked in excess of eight (8) hours in any one day and/or in excess of forty (40) hours in any one calendar week. Bargaining unit members whose average workday is less than eight (8) hours per day shall be paid straight time up to eight (8) hours per day for five days and will be

compensated at time and one-half for work on the sixth and seventh consecutive day. Overtime hours do not affect fringe benefits; nor do overtime hours count toward vacation, longevity, completion of probation, or step advances. Bargaining unit members shall not be paid for unauthorized overtime. Any bargaining unit member required to work overtime specified in Article 10 shall be paid compensation, or granted compensatory time off, at the rate of time and one-half (1½) in addition to the regular pay. Overtime must be pre-approved by the supervisor and area Vice President prior to commencement of any work.

5.5 ORDER OF SENIORITY

Order of seniority in this article shall mean seniority in the same classification (job title) at that work location, taking into consideration the nature of the work to be performed and the needs of the District.

5.6 OVERTIME DISTRIBUTION

Overtime work shall be distributed by seniority rotation among qualified unit members in the same department at each work location, taking into consideration the nature of the work to be performed and the needs of the District.

In the event that not enough bargaining unit members accept the overtime the supervisor shall offer the overtime to all qualified classified bargaining unit members on a first come first serve basis.

5.7 CALL BACK TIME

A unit member shall be called back after hours by seniority

5.7.1 If an employee is called-back or called-in prior to the start of their shift or after the end of their shift or on a weekend, the employee shall be compensated a minimum of two (2) hours at time and one-half (1 ½) times the hours worked, unless it is holiday time which shall be compensated at two and one-half time (2 ½) times the hours worked. If an employee is called back within the initial two (2) hours, there shall be no additional compensation. Anything after the initial two (2) hours shall be compensated at the time and one-half (1 ½) or two and one-half time (2 ½) times the hours worked, whichever applies.

5.7.2 In the event no unit members are available, the District shall have the right to do what is necessary to complete the work.

5.8 RIGHT OF REFUSAL

A bargaining unit member shall have the right to refuse an offer of, or request for overtime, call-back, or call-in time except in case of emergency. The declaration of emergency shall be the prerogative of the District. Where an emergency is declared to exist that threatens to halt, impede, or impair the operation of the college, the bargaining unit member is bound to comply.

If no bargaining unit member is available, Article 5.7.2 shall apply.

5.9 COMPENSATORY TIME

5.9.1 A bargaining unit member shall have the option to request compensatory time off in lieu of cash compensation for overtime work. Compensatory time shall be granted at the appropriate rate of overtime. Compensatory time (except that accrued on holidays) shall be accrued at a rate of one and one-half (1½) times the hours worked.

5.9.2 Compensatory time accrued on established holidays shall be compensated at two and one-half (2½) times the hours worked.

5.9.3 When a classified employee chooses to attend a conference/workshop, etc., which lasts beyond the normal workday or workweek, no overtime or compensatory time shall accrue for such hours. When the District requires attendance at a conference/workshop, etc., which exceeds the normal workday or workweek, the employee may choose overtime or compensatory time only for those hours of scheduled conference activities.

5.9.4 The option of taking compensatory time must be requested from the bargaining unit member's supervisor and must be scheduled and taken within twelve (12) months of being earned.

5.10 SHIFT DIFFERENTIAL COMPENSATION

A bargaining unit member regularly assigned so that one-half or more of his/her daily work schedule is between 12 midnight and 6 a.m. shall receive a shift differential premium of five percent (5%) above the regular rate of pay.

5.11 FOUR-DAY WORK WEEK

5.11.1 Summer Four-day Workweek: During the term of this agreement for the period between the end of the spring semester and two weeks prior to the beginning of fall semester, a four-consecutive-day workweek will be Monday through Thursday. The workday will be nine hours and twenty-two minutes per day for full-time employees. There will be a flexible lunch hour.

5.11.1.1 An example of a typical, full-time regular workday would be
7 a.m. to 5:22 p.m. with a duty-free lunch of sixty minutes.

5.11.2 While on four-consecutive-day workweek schedule, vacation and sick leave will accrue and be used on an hourly basis to avoid any changes in vacation earned or taken under the normal five-day, forty-hour week. (See Article 10.1.2, Holidays.)

The following departments or portions of these departments may continue to operate under the normal five-day work week:

Child Development Center
Maintenance & Operations
Biological Sciences
PAC
IT/MIS/IMS/Telecom
Campus Police

5.11.3 Beginning July 1, 2011 the District and CSEA agree to re-open and negotiate section 5.11, Four-Day Work Week.

ARTICLE 6
EXPENSES AND MATERIALS

- 6.1 The District shall provide tools and equipment it requires for use by unit members in the performance of their assigned duties.
- 6.2 Unit members shall be responsible for all tools, equipment, keys, uniforms, etc. issued to them by the District.
- 6.3 All such District property shall be returned to the District upon termination of employment or as otherwise directed by the District.
- 6.4 Unit members shall reimburse the District for all items lost, damaged or stolen as a result of the unit member's failure to exercise reasonable care.

ARTICLE 7 UPWARD MOBILITY

7.1 UPWARD MOBILITY

7.1.1 The purpose of the Victor Valley College classified employee Upward Mobility Program is to assist and enable permanent, classified employees to achieve their career goals at Victor Valley College. Time spent towards the Upward Mobility Program must be approved by the immediate supervisor. The time away from the job duties must be reported on the monthly absence report.

7.1.2 Request for Approval

A bargaining unit member who wishes to have courses or activities approved for reimbursement will fill out the Upward Mobility Program forms and submit them to the Upward Mobility Committee chairperson for committee review.

An Upward Mobility Committee shall consist of the Vice President of Human Resources and one (1) other administrative employee appointed by the Superintendent/President and two (2) classified employees appointed by the Association. The four (4) committee members shall then appoint a District employee as a fifth committee member.

The Upward Mobility Committee shall review all requests and materials submitted by the applicant and take action on the requests within thirty (30) days upon receipt of a completed request.

7.1.3 The classified employee Upward Mobility Program at Victor Valley College will include:

7.1.3.1 Career Plan

The opportunity shall be offered to all permanent classified employees to identify their career goals at Victor Valley College. The employee, in cooperation with his/her supervisor, the Office of Human Resources representatives, and/or counselors, will formulate a plan for reaching his/her career goal at Victor Valley College. The plan is to specifically define course work, degrees, job shadowing opportunities, and mentoring opportunities, which will prepare the employee for his/her career goal. The career plan provides opportunities and prepares unit members to the extent possible towards reaching their career goals. Completion of a career plan does not guarantee a promotion or new position at Victor Valley College. A copy of the career plan is to be provided to the employee's supervisor, the appropriate vice president and to the Office of Human Resources. Where necessary, the plan is to be updated or revised to reflect career goal changes. The

official career goal plan is to be retained in the Office of Human Resources. See Appendix B, Ba, Bb.

7.1.3.2 Evaluation of College/University Classes

Classified employees will be able to complete lower division courses taken at Victor Valley College and/or upper division course work taken at any accredited four-year college or university as outlined in the employee's career plan. The college or university must be accredited by an accrediting agency approved by the United States Department of Education.

All courses shall be submitted for approval prior to course enrollment. Courses submitted for approval after the course has begun will not be approved. See Appendix B1a.

Employees will be reimbursed for the cost of required books, required course materials, and registrations fees upon satisfactory class completion with a grade of "C" or better. Each bargaining unit member is responsible for submission of verification of completion and all documents necessary to apply for the reimbursement. See Appendix B1, B8a.

7.1. 3.3 Training Leave

The Board of Trustees may grant to a classified employee a training leave after five years of continuous full-time service. Such leaves may be up to three months at the employee's regular pay or up to six months at 60 percent of the employee's regular pay. The period for qualifying for another leave will commence at the termination of the leave.

The employee must provide the Board of Trustees with a detailed plan which relates directly to achieving his/her Victor Valley College career goal. Failure to fulfill the plan may result in disciplinary action. The employee must agree to continue employment with the District for at least two years after returning to service or return the emolument. Any employee who is granted training leave shall agree in writing to file a bond with the District, which shall enable the District to reclaim any remuneration granted the employee while on leave in the event the employee does not return to the District.

Training leaves shall not be deemed a break in service, nor shall employees earn vacation days, sick leave or holiday pay provided under this agreement. Depending upon district finances, up to two full-time equivalent training leaves may be granted each year by the Board of Trustees. See Appendix B2, B2a.

7.1. 3.4 In-Service Training Time

Classified employees are encouraged to participate in workshops and

seminars offered through the Victor Valley College Staff Development Program which relate to their VVC career goals. They are also encouraged to participate in other training opportunities provided through the VVC Staff Development Program. Unit members must receive prior approval from their supervisor before participating in in-service training. See Appendix B3.

7.1.3.5 Career Counseling

Through the Victor Valley College Counseling Program and the Career/Transfer Center, career counseling will be provided without charge for employees to assist them in formulating career goals and training/education plans. See Appendix B4.

7.1.3.6 Mentoring

The District may establish a pool of mentors from which classified employees and the District will select an appropriate mentor for the employee to help guide and fortify his/her career development at Victor Valley College. By the end of fiscal year 2011-2012, the District and CSEA shall formulate a structured mentoring program. See Appendix B5, B5a.

7.1.3.7 Job Shadowing

Classified employees may be provided job shadowing opportunities which relate to their career goals. The main purpose of job shadowing is to clarify and crystallize career goals. A secondary purpose is to prepare classified employees for particular positions. The specific schedule to perform these activities must be agreed upon by the supervisor and unit member. See Appendix B6, B6a.

7.1.3.8 Cross Training

Classified employees may be provided cross training opportunities which relate to their career plan. The purpose of cross training is to gain job-related experience in an area identified in their career goals. The specific schedule to perform these activities must be agreed upon by the supervisor and unit member. See Appendix B7, B7a.

7.1.4 Reimbursement Process

Upon receipt of the approved participant's necessary documentation by each semester's respective deadline, or by the last business day following the deadline if deadline is not a work day. The District will determine each approved participant's proportionate share of reimbursement based upon the total amount of qualified requests.

The District will process and reimburse, within thirty (30) days after each semester's respective deadline, all qualified requests for reimbursement for approved participants in the Upward Mobility Program.

The District will distribute up to \$11,000 each semester and \$3,000 each summer among all classified participants who qualify for reimbursement on a proportional basis. For example, if by February 15, the District receives total requests for qualified reimbursement in the amount of \$22,000, the total amount available for reimbursement is \$11,000. The District will provide each approved participant 50 percent of his or her request for reimbursement.

Reimbursement requests pertaining to course work fees may not exceed those currently in effect at Cal State University, San Bernardino, at the time of enrollment.

Reimbursement requests must be received in the Human Resources Offices by the following dates:

7.1.4.1 Fall Semester Reimbursements

Approved participants must submit verification of course completion and all documents necessary for reimbursement no later than February 15 of the following calendar year.

For example, for the fall semester, approved participants must submit the necessary documentation to the District no later than February 15 for review and processing.

7.1.4.2 Winter/Spring Semester Reimbursements

Approved participants must submit verification of course completion and all documents necessary for reimbursement no later than July 15 of the same calendar year.

For example, for the spring semester, approved participants must submit the necessary documentation to the District no later than July 15 for review and processing.

7.1.4.3. Summer Semester Reimbursements

Approved participants must submit verification of course completion and all documents necessary for reimbursement no later than October 15 of the same calendar year.

For example, for the summer semester, approved participants must submit the necessary documentation to the District no later than October 15 for review and processing.

ARTICLE 8
SALARY

- 8.1 The July 1, 2009 salary schedule shall remain in effect for the fiscal year 2010-2011.
- 8.2 Salaries may be reopened by mutual agreement in the years 2011-2012 and 2012-2013.
- 8.3 In the event either faculty or management is provided a salary increase thru June 30, 2013, a comparable salary increase will be granted to classified employees.

ARTICLE 9
HEALTH AND WELFARE BENEFITS

9.1 Major medical health and accident insurance must be carried by all bargaining unit members. However, any bargaining unit member who is typically scheduled to work less than 20 hours per week shall not be subject to this requirement.

9.2 July 1, 2010, to June 30, 2011

- A. The district shall pay 100% of the super composite rate for medical, mental health, dental and vision premiums, as well as mandatory life insurance premiums.
- B. Eligible classified will have a choice of two (2) HMOs (one must be Kaiser) and one PPO, POS, or Elect Plan.
- C. Any changes (i.e. office co-pays, prescription drug plans, and deductibles, etc.) or changes in carriers recommended by the Benefits Committee must be bargained and ratified by classified.
- D. A Section 125 Flexible Benefit Plan will be offered to eligible classified members on a voluntary basis, consistent with the requirements of law. This plan allows eligible classified members to set aside, on a pre-tax basis, certain unreimbursed medical expenditures and dependent day care expenditures, in addition to certain out-of-pocket premium costs, subject to federal and state regulations.
- E. Employees who are less than full-time and at least 50% (20 or more hours per week) will be eligible for full benefits as long as they were employed as of April 8, 2008.
- F. Employees hired after April 8, 2008, who are less than full-time and at least 50% (20 or more hours per week) will pay the difference between the pro rated district contribution and the amount necessary to ensure full benefit coverage.

9.2.1 Each year effective July 1, 2011 – June 30, 2013 the District and CSEA agree to re-open and negotiate Article 9, Health and Welfare Benefits. In the event faculty or management is provided a benefit package for the term of this agreement, greater than that provided in this agreement, an equal benefit package will be granted to classified employees.

9.3 A college-wide insurance committee will include three classified bargaining unit members recommended by the president of the association. The Association president and/or designees on the Insurance Committee shall recommend changes to the current health and welfare benefits. These changes may include, but are not limited to, plan design, benefit caps, services provided, service providers, brokers or trust. The district agrees to reopen Article 9 and commence negotiations regarding the recommendation at least 60 days before the recommended change.

- 9.4 The District will provide retirement benefits for unit members who are eligible for PERS/STRS retirement and who have a minimum of ten years of service at Victor Valley Community College District at the time of retirement. The date of hire will be the actual date of hire unless adjusted by the MSA. Said benefits will be the current health insurance benefits provided to the Classified as a whole and said benefits will be provided to both the eligible employee and said employee's eligible dependents until the employee reaches Medicare age. In order to be eligible for this benefit, the unit member must have been employed by the District on or after July 1, 1999. In the event that any or all of the medical providers under the district paid plans are not available to a retired unit member and said retirees' eligible dependents because of a change of residency or otherwise, the District shall be required to pay no more than the super composite rate for active employees.

ARTICLE 10 HOLIDAYS

10.1 SCHEDULED HOLIDAYS

10.1.1 The following holidays shall be granted as holidays for all bargaining unit members:

- New Year's Day
 - Martin Luther King Day
 - Lincoln Day
 - Third Monday in February known as Washington Day
 - Spring Break Day (which will coincide with Good Friday)
 - Memorial Day
 - Independence Day
 - Labor Day
 - Veterans Day
 - Thanksgiving Day
 - Day after Thanksgiving
 - December 24
 - December 25
 - Winter Break Holiday (in addition to any board-given holidays)
 - In lieu of Admission's Day (during the winter break)
 - December 31
-
- Any work day declared by the President of the United States or the Governor of California as day of mourning shall be granted as a holiday for all classified employees regularly scheduled to work. If this day is not a normal work day, no holiday will be given.
 - One day to be selected on a floating basis with approval of the bargaining unit member's supervisor. The floating holiday shall be used by June 30 of each year and shall not be accrued from year to year.

10.1.2 In the event a holiday falls on a Saturday, the preceding Friday shall be considered a holiday. In the event a holiday falls on a Sunday, the succeeding Monday shall be considered a holiday. For those unit members who work Monday-Thursday shift in the summer, in the event the Independence Day holiday falls on Friday or Saturday, the unit member shall receive a floating holiday which shall be used with the approval of the unit member's supervisor during the month of July in the same year. For those unit members who work a Tuesday-Saturday shift in the summer, in the event the Independence Day holiday falls on Sunday or Monday, the unit member shall receive a floating holiday which shall be used with the approval of the unit member's supervisor during the month of July in the same year.

10.1.3 Unit members whose normal workweek includes Saturday or Sunday, or both, and as a result the employee loses a holiday which he or she would otherwise be entitled, shall be entitled to a substitute holiday or shall be entitled to compensation in the amount to which the unit member would have been entitled had the holiday fallen within his or her normal work schedule. (Ed. Code 88206).

ARTICLE 11
VACATION

11.1 All bargaining unit members who are regularly employed on a full-time basis shall be entitled to a vacation allowance for each calendar month based on years of service in which the employee is in paid status for 11 days or more as set forth in the following schedule. Time served during the probationary period shall count toward vacation time.

Years of Service	Monthly Accrual	Annual Accrual
1	1.00 day	12 days
2	1.00 day	12 days
3	1.167 days	14 days
4	1.167 days	14 days
5	1.333 days	16 days
6	1.333 days	16 days
7	1.500 days	18 days
8	1.500 days	18 days
9	1.667 days	20 days
10	1.75 days	21 days

11.2 Bargaining unit members serving on less than a 12-month schedule shall accrue vacation leave on the same basis and at the same rate as those employed on a 12-month schedule, but vacation time so earned must be taken during the months in paid status and approved in advance by the supervisor.

11.3 The District reserves the right to adjust requested vacation times so that coincident vacation times will not interfere with the orderly carrying out of the necessary business of the District. Vacation schedules shall be staggered as required by the workload and shall be scheduled in advance and approved by the bargaining unit member's supervisor.

11.4 Vacation leave shall not be permitted to accrue for the purpose of taking extended vacations, nor shall bargaining unit members be permitted to continue work on their jobs during vacation periods for the purpose of earning additional pay.

11.5 BANKED VACATION HOURS

11.5.1 On July 1, 2002, a one-time vacation bank was created by employees with vacation in excess of that which could be earned in twelve (12) months. Vacation placed in this separate holding account under this section shall be referred to as "banked vacation." No hours may be added to this one-time vacation. All remaining vacation outside of banked vacation shall be referred to as a unit member's "vacation balance."

11.5.2 Beginning July 1, 2002, any unit member with a *vacation* balance in excess of that allowed under 11.6.1 shall not be eligible to accrue additional vacation days

until the unit member reduces his/her *vacation* balance to an amount below the maximum allowed under 11.6.1. As soon as the unit member reduces his/her *vacation* balance to an amount below that allowed under 11.6.1, said unit member shall begin accruing additional vacation at the rate specified in 11.6.1, up to the maximum allowed under 11.6.1

11.5.3 All vacation sought to be used by a unit member shall first be drawn from a unit member's *vacation balance*. When a unit member's *vacation balance* has been used in its entirety, any additional vacation sought to be used shall be drawn from a unit member's *banked vacation*.

11.5.4 Subsequent to ratification of this Agreement, all classified employees who maintain *banked and vacation* balances shall meet in good faith with their supervisors to discuss a voluntary plan to take vacation on an accelerated basis in order to reduce their *banked and vacation* balance. Any classified employee who has banked vacation shall be provided notice of the number of days in the bank on or about July 1 of each year.

11.6 VACATION BALANCE

11.6.1 Vacation credit shall be calculated on the basis of the school fiscal year, beginning July 1st and ending June 30 of the year following and may be accumulated to a total not exceeding that which the bargaining unit member could earn in twenty-four (24) months.

Vacation accrued beyond the two-year maximum will be paid if the following conditions exist. The employee must provide written verification of a denied vacation request. This denied request must reflect that vacation was requested for a time period that would not substantially interfere with the function of the department.

11.6.2 Full credit for vacation leave will be given for the first and last calendar month of service when the bargaining unit member is in paid status for more than one-half (½) the working days of that month. No credit for vacation time will be given when the bargaining unit member is in paid status for less than one-half (½) the working days of that month.

11.6.3 Full annual credit for vacation leave will be advanced on July 1 of each fiscal year. However, if a unit member leaves employment before vacation is earned, adjustments will be made.

11.7 Part-time bargaining unit members shall be entitled to vacation leave on a pro-rata basis.

11.8 Vacation may be taken in units of not less than 15 minutes.

11.9 When any bargaining unit member leaves the employ of the District for any

reason, including a layoff, he or she shall be entitled to all vacation pay earned and accumulated up to and including the last day of employment.

- 11.10 If a bargaining unit member is terminated and had been granted vacation which was not yet earned at the time of termination the District shall deduct from the bargaining unit member's severance check the full amount of salary paid for such unearned days of vacation time.
- 11.11 A bargaining unit member may request approval from his or her supervisor to interrupt or terminate his or her vacation in order to begin another type of paid leave. Approval will be granted only if the bargaining unit member supplies relevant supporting information regarding the basis for the interruption or termination.

ARTICLE 12 LEAVES

12.1 BEREAVEMENT LEAVE

12.1.1 Definition

Bereavement is the loss by death of a member of the immediate family of the bargaining unit member or his/her spouse.

Immediate family shall include, but not be limited to spouse, mother, father, grandmother, grandfather, son, daughter, son-in-law, daughter-in-law, grandchildren, brother, sister, step-parents, step-children, foster parents, foster children, children's father or mother or relatives or person residing in the immediate household of the bargaining unit member.

Immediate household shall be the primary residence of the bargaining unit member.

12.1.2 Length of Leave

Bargaining unit member shall be granted bereavement leave not to exceed four (4) days. The leave will be extended to six (6) days when out of state travel or travel beyond a three hundred (300) mile radius is necessary.

12.1.3 Compensation

No deduction shall be made from the salary of the bargaining unit member nor shall such leave be deducted from leave granted by other sections of this article or other leaves provided for by the District.

12.1.4 Notification/Request

The bargaining unit member shall notify the appropriate supervisor of bereavement leave for those persons specifically mentioned in section 12.1.1.

Request shall be made to the appropriate supervisor for bereavement leave for those persons not specifically mentioned in section 12.1.1.

12.2 JURY DUTY

12.2.1 An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The District shall pay the employee the difference, if any, between the amount received for jury duty and the employee's regular rate of pay. Any meal, mileage, and/or parking allowance

provided to the employee for jury duty shall not be considered in the amount received for jury duty.

12.2.2 Any day during which any employee in the Bargaining Unit whose regular assigned shift commences at 4 p.m. or after, and who is required to serve six (6) or more hours on jury duty shall be relieved from work with pay. The employee shall submit a written request for an approved absence prior to the beginning date of the jury duty. The employee shall provide the Payroll and Benefits Office with an official verification of the dates and times of jury duty. Any employee whose regular assigned duty is a non-traditional workweek and is required to perform jury duty during that workweek shall have his/her workweek adjusted so that the employee does not work and serve on jury duty more than five (5) combined days during that workweek.

Employees who work the graveyard shift shall have the option of taking off the shift the night before or the shift the night of jury duty.

12.2.3 Length of Leave

Leave shall be granted for attendance in court as certified by the clerk or other authorized officer of such jury or court. Proof of attendance shall be by presentation of a certificate signed by such clerk or officer.

The hours a bargaining unit member is required to perform service for the District shall be reduced by the number of hours actually spent participating in jury service and reasonable travel time from place of court to place of employment.

A bargaining unit member who serves on a jury panel will not be required to work for the District on that day if 75% of the workday has been exhausted or will have been exhausted by the inclusion of reasonable travel time.

12.2.4 Compensation

Pay for any day of absence taken under this section shall be the bargaining unit member's regular salary. Bargaining unit members shall complete the fee waiver form provided by the court. Any payment offered from the court shall be waived. Excluded is court-awarded allowance for meals, mileage and/or parking.

12.3 WITNESS LEAVE

12.3.1 Definition

A witness leave is a leave granted to allow a bargaining unit member to appear as other than a litigant in the case in response to an official order from a governmental jurisdiction.

12.3.2 Length of Leave

Leave shall be granted for attendance in court as certified by the clerk or other authorized officer of such jury or court. Proof of attendance shall be by presentation of a certificate signed by such clerk or officer.

The hours that a bargaining unit member is required to perform service for the District shall be reduced by the number of hours actually spent participating as a witness and reasonable travel time from place of court to place of employment.

12.3.3 Compensation

Pay for any day of absence taken under this section shall be the bargaining unit member's regular salary less any amount received as witness fees, excluding court-awarded allowance for meals, mileage and/or parking.

12.3.4 Notification and Certification

Notification and certification shall be by presentation of the official order to the appropriate supervisor of the bargaining unit member.

12.4 PERSONAL ILLNESS AND INJURY LEAVE

12.4.1 Definition

An illness leave is granted to a bargaining unit member who is unable to work due to personal illness, injury or medical quarantine.

12.4.2 Length of Leave

Members of the bargaining unit employed forty (40) hours per week who are employed for less than a full fiscal year are entitled to a prorated portion (one day per month) of accrued sick leave for illness, injury, or medical quarantine as the number of months they are employed. Members of the bargaining unit employed less than forty (40) hours per week shall be entitled to a pro-rated portion of accrued sick leave for illness, injury, or medical quarantine based upon the number of days or hours they are employed per week.

12.4.3 Compensation

Bargaining unit members on illness leave shall receive their regular salaries providing sick leave and/or vacation leave is available.

12.4.4 Credit for Sick Leave

Upon employment and at the beginning of each fiscal year the full amount of sick leave granted under this section shall be credited to each bargaining unit member. Credit for

sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, new bargaining unit members of the District shall not be eligible to take more than six (6) days, or the proportionate amount to which they may be eligible until the first day of the calendar month after completion of the six (6) months of active service with the District. Sick leave credit shall be calculated on the basis of the school fiscal year, beginning July 1 and ending June 30 of the year following and may be accumulated. Part-time unit members shall be entitled to sick leave on a pro-rata basis.

12.4.5 Transfer of Illness Leave

New bargaining unit members coming from other school districts shall be notified by Human Resources that they are permitted to transfer accumulated sick leave from the District of previous employment and must request the transfer within 30 days after beginning employment.

12.4.6 Medical or Dental Appointments

Bargaining unit members who take time off during the work day for medical or dental appointments shall utilize sick leave, vacation time, compensatory time previously accrued, or with the permission of the supervisor be allowed the alternative of making up the time, at the discretion of the appropriate supervisor.

12.4.7 Administrative Leave

Members of the bargaining unit may be placed on paid administrative leave and required to submit to fitness for duty examinations, at the district's expense, at the discretion of the district in cases where the unit member's behavior and/or performance on the job may indicate a lack of physical or mental capacity to adequately perform required duties.

12.4.8 Extended Illness Leave

Pursuant to Education Code Section 88196, when a bargaining unit member has exhausted all earned sick leave as provided for in this article and continues to be absent on account of the same illness or accident, the bargaining unit member shall be granted additional non-accumulated leave not to exceed 100 working days at fifty percent (50%) of the bargaining unit member's regular salary.

The 100 working days shall commence with the first day of illness or injury.

Only one 100-day period of extended illness or injury may be taken for the same illness or injury.

The bargaining unit member shall be required to submit an attending physician's verification of illness in order to receive extended illness or injury leave benefits as provided by law and may be required to see a health care provider of the District's choice at the District's expense.

Nothing in this section shall prevent a bargaining unit member from using other paid leaves. The District will comply with Education Code 88195 pertaining to additional leave for nonindustrial accident or illness; reemployment preference.

No absence under leave provisions of this article shall be considered as a break in service. All benefits accruing under the provisions of this Agreement shall continue to accrue during such absence.

12.4.9 Notification/Verification

Prior to the beginning of their work day, bargaining unit members shall report (or have someone report) to their supervisor when they are unable to report to work due to personal illness, injury, or medical quarantine. The District may request illness verification after five (5) consecutive days' absence to return to work. Unless the district has written illness verification prior to an employee returning to work, the employee (or designee in extenuating circumstances) is required to call the immediate supervisor each day.

Where the District has reason to question the physical or mental ability of a unit member to effectively perform all duties required in his/her job description, the District may require the unit member to be examined by a district-appointed physician at no expense to the employee. Once the district has requested the employee to see a district-appointed physician, the district shall put the employee on paid administrative leave or the employee shall remain at work in paid status until the results are determined. Upon the physician issuing a full medical/psychological release, the unit member shall immediately return to work.

In the event the District's appointed physician does not release the employee back to work, and the employee disagrees with the physician's decision, the District and CSEA shall negotiate, if applicable, each individual case in determining the next step.

12.4.10 Definition/Physician

For the purpose of this article, the term physician is a licensed medical doctor.

12.5 PERSONAL NECESSITY LEAVE

12.5.1 In accordance with the provisions of the California Education Code, any bargaining unit member may use not more than nine (9) days of accumulated sick leave in the following cases of personal necessity:

12.5.1.1 Death of a member of his/her immediate family as defined in 12.1.1 above. This shall be in addition to bereavement leave established under 12.1 above.

- 12.5.1.2 An accident involving his/her person or property or the person or property of his/her immediate family as defined in 12.1.1 above.
- 12.5.1.3 Serious or critical illness of a member of his/her immediate family as defined in 12.1.1 above.
- 12.5.1.4 Pursuant to Education Code § 88027, unit members may use personal necessity leave for appearances in any court or before any administrative tribunal as a litigant, party or witness under subpoena or any order made with jurisdiction.
- 12.5.1.5 Other personal necessities as approved by the superintendent/president requests shall be made in writing to the appropriate director, dean, or vice-president explaining the nature of the personal necessity.

12.6 INDUSTRIAL ACCIDENT OR JOB-INCURRED ILLNESS LEAVE

- 12.6.1 The provisions pertaining to this leave shall become effective upon regular employment.
- 12.6.2 Bargaining unit members' allowable leave shall be limited to sixty (60) working days in any one fiscal year for the same accident.
- 12.6.3 All provisions of Education Code Section 88192, as it applies to classified employees, shall be the rules and regulations of the District in matters pertaining to industrial accident and industrial illness leave.
- 12.6.4 Establishment of eligibility for temporary disability under Division 4 or Division 4.5 of the Labor Code shall be deemed proof of the employee's entitlement to this leave procedure to be followed.
- 12.6.5 When a bargaining unit member incurs an industrial accident or illness he/she shall report to his/her supervisor before the close of the working day in which the accident or illness occurs. A Worker's Compensation form shall be filed with the Payroll and Benefits Office within twenty-four (24) hours of the time such accident or illness occurs.
- 12.6.6 An industrial accident or illness leave shall commence on the first day of absence and shall be reduced by one day for each day of authorized absence. When such leave overlaps into the next fiscal year, the bargaining unit member shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
- 12.6.7 A bargaining unit member absent from his/her duties because of industrial accident or illness shall be paid such portion of the salary due him/her for any

month in which the absence occurs, as when added to his/her temporary disability indemnity will result in a payment to him/her of not more than his/her full salary. During such paid leave of absence, the bargaining unit member shall endorse to the District the temporary disability indemnity checks received because of the industrial accident or illness. The District, in turn, shall issue the bargaining unit member appropriate salary warrants for payment of the bargaining unit member's salary and shall deduct normal retirement and other authorized contributions (Ed. Code 88192).

12.6.8 Upon termination of the industrial accident or illness leave, a bargaining unit member shall be entitled to the benefits provided in Section 88191 of the Education Code, and for the purpose of this section his/her absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave. Provided the bargaining unit member continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary disability indemnity, will result in a payment to him/her of not more than his/her full salary. (Ed. Code 88192).

12.6.9 Any bargaining unit member receiving the benefits of such leave shall, during periods of injury or illness, remain within the State of California unless the Board of Trustees authorizes travel outside the state. (Ed. Code 88192).

12.6.10 The District will comply with Education Code 88192 pertaining to industrial accident and illness leaves for classified employees.

A bargaining unit member who has been placed on a re-employment list, and who has been medically released for return to duty, and who fails to accept an appropriate assignment, shall be dismissed (Ed. Code 88192).

12.6.11 Allowable industrial accident and illness leave shall not be accumulated from year to year (Ed. Code 88192).

12.7 **BREAK IN SERVICE**

No absence under any paid leave provisions of this article or approved unpaid leave shall exceed the number of days approved by the superintendent/president nor shall this be considered as a break in service for any bargaining unit member who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence.

12.8 ADDITIONAL LEAVE OF ABSENCE

12.8.1 The District may grant, in addition to the leaves set forth herein above, such additional leaves of absence for such purposes and periods of time as it deems advisable.

12.8.2 The District will comply with all applicable mandated portions under the Federal Family and Medical Leave Act of 1993 and the California Family Rights Act (Government Code Section 12945.2).

12.9 AUTHORIZED LEAVE VERIFICATION

The District may require a unit member to furnish a doctor's certificate, affidavit or other documentation, as verification of illness or other reason for authorized leave. Verification may be required when the district has reason to question the validity of any request for approved leave.

12.10 EMERGENCY CLOSING PROCEDURES

In the event that the college is forced to close down due to extreme weather or natural disaster, as determined by the superintendent/president or other legal agencies, the staff will be granted an undeclared holiday.

ARTICLE 13 ASSIGNMENT

13.1 NOTICE OF ASSIGNMENT

13.1.1 Each bargaining unit member to be employed for the next school year shall be notified on or before June 30 of his or her assignment for the ensuing year.

The "Notice of Assignment" shall include:

1. Employee's name
2. School year
3. Immediate supervisor's name
4. Class
5. Step
6. Salary (computed annually)
7. Anniversary/Longevity Date
8. Banked vacation, vacation and sick leave balance
9. Signature of employee and Vice President, Human Resources
10. Account code

13.1.2 Anniversary date shall mean the date used to compute "full" years of service. A bargaining unit member hired between the first and fifteenth day of a month shall have an anniversary date of the first day of that month. A bargaining unit member hired between the sixteenth and the last day of a month shall have an anniversary date of the first day of the following month.

13.2 WORKING OUT OF CLASSIFICATION

13.2.1 Pursuant To Education Code 88010, it is the intent of this section to permit community college districts to temporarily work employees outside of their normal duties, but in so doing to require that some additional compensation be provided the employee during such temporary assignments.

Within thirty (30) days of any working out of classification assignments, CSEA shall be notified in writing of the effective and proposed end date of the assignment.

13.2.2 When a bargaining unit member is assigned to perform the duties of an employee of the District in a higher classification for more than five (5) working days within a fifteen (15) calendar day period, his or her salary shall be adjusted upward for the entire period the duties were performed.

13.2.3 When assigned to duties normally performed by an employee of the District in a higher classification, the member shall receive the salary range assigned to the

higher classification on the lowest step which will give an increase of at least 5% over the member's regular salary.

13.2.4 **EXTENDED ABSENCES** - Assignment shall be made by prior written notice and shall be for a period not to exceed six (6) months for those positions filled due to extended absences. In any situation that exceeds six (6) months, the District shall inform CSEA on the necessity to extend the assignment.

13.2.5 **VACANT POSITIONS** - Assignments to fill vacant positions shall not exceed six (6) months unless mutually agreed upon between the District and CSEA.

13.3 USE OF SUBSTITUTE EMPLOYEES IN VACANT POSITIONS OR EXTENDED ABSENCES

13.3.1 A substitute employee may serve a maximum of 60 calendar days per Education Code 88003 in a vacant position while the District is recruiting to fill the vacancy.

13.3.2 **VACANT POSITIONS** - The District and CSEA shall meet on the necessity to extend the assignment only by mutual agreement.

13.3.3 **EXTENDED ABSENCES** - Assignment shall be made by prior written notice and shall be for a period not to exceed six (6) months for those positions filled due to extended absences. In any situation that exceeds six (6) months, the District shall inform CSEA on the necessity to extend the assignment.

13.4 TEMPORARILY ASSIGNED A MANAGEMENT POSITION

13.4.1 When a bargaining unit member is temporarily assigned to a management position for which education and experience requirements or the equivalent are met the assignment shall reflect the beginning and ending date of the temporary management assignment. Such assignment shall not exceed one (1) year in duration.

13.4.2 During the period of temporary assignment the classified bargaining unit member shall be paid on step 1 of the management salary schedule or five percent (5%) above the unit member's current classified salary, whichever is greater.

13.4.3 During the period of temporary assignment, the classified bargaining unit member shall continue to receive all negotiated benefits.

ARTICLE 14 EVALUATIONS

- 14.1 Evaluations are a process by which a unit member's performance and conduct on the job are measured in accordance with District standards and expectations. As part of this process, positive and open communications between the unit member and the immediate supervisor are encouraged. Evaluations should reflect a unit member's strengths and weaknesses with the general objective of maintaining or exceeding District standards and expectations.
- 14.2 All permanent unit members shall be evaluated annually by the immediate supervisor. The written evaluation and the conference in connection therewith between the unit member and the immediate supervisor shall occur on or about the unit member's anniversary date in the position.
- 14.3 All newly hired unit members shall serve a probationary period of twelve (12) months. All probationary unit members shall be evaluated at the end of the third, sixth and eleventh month of the probationary period. Failure to evaluate a probationary unit member as required by this article shall in no way affect a decision to terminate the unit member during the probationary period.
- 14.4 A probationary or permanent unit member who is reassigned into another classification and is serving a six month trial service period in the new classification shall be evaluated at the end of the third and the fifth months of such six month trial service period.
- 14.5 All evaluations shall be based upon job performance factors as outlined in the Performance Evaluation Form.
- 14.6 A sample of the evaluation form to be utilized in the evaluation process is contained in Appendix F.

**ARTICLE 15
LAYOFF AND REEMPLOYMENT**

15.1 REASON FOR LAYOFF

Bargaining unit members shall be subject to layoff for lack of work or lack of funds. Any reduction in regularly assigned time shall be considered a layoff under the provisions of this article.

15.2 NOTICE OF LAYOFF

Bargaining unit members shall receive forty-five (45) days written notice of layoff.

15.3 ORDER OF LAYOFF

Layoffs shall be in reverse order of seniority within a class, to be determined by the length of service within the class.

15.3.1 Length of service means all days in paid status, whether during the school year, a holiday, recess or during any period that the college is in session or closed, but does not include any hours compensated solely on an overtime basis.

15.3.2 Pursuant to Education Code 88127, classified employees shall be subject to layoff for lack of work and/or funds. Whenever a classified employee is laid off, the order of layoff within the class shall be determined by length of service. The employee who has been employed the shortest time in the class, plus higher classes, shall be laid off first. Reemployment shall be in the reverse order of layoff.

15.3.3 If two or more bargaining unit members subject to layoff have equal class, seniority, plus seniority in higher classes, the determination of layoff will be made on the basis of the greater hire date seniority, and if that be equal, then the determination shall be made by lot, in the presence of the bargaining unit members in question and, upon request of the bargaining unit members, one representative of the exclusive representative.

15.3.4 Nothing contained in this section shall preclude the granting of length of service credit for time spent on military leave of absence, or unpaid illness leave, or unpaid industrial accident leave. Days in paid status shall not be interpreted to mean any service performed prior to entering into a probationary or permanent status in the classified service of the District.

15.4 BUMPING RIGHTS

- 15.4.1 A bargaining unit member notified of layoff from his/her present class (job title) may bump into an equal class (job title) or bump into the next lower class (job title) that they have previously held and have seniority based on section 15.3.2.
- 15.4.2 To be eligible to bump, a bargaining unit member must: 1) possess minimum qualifications, as listed in the job description for the classification; 2) have the greater length of service time in that classification (job title) on the date the layoff is effective.
- 15.4.3 Alternative - Any bargaining unit member may elect to accept a service retirement in lieu of layoff. If offered by the District, the bargaining unit member may accept voluntary demotion, transfer, or reduction in assigned time in lieu of layoff or bumping privileges.

15.5 REEMPLOYMENT RIGHTS

15.5.1 Eligibility

Laid-off bargaining unit members are eligible for reemployment for a thirty-nine (39) month period and shall be placed on an eligibility list and be offered reemployment in the reverse order of layoff.

This eligibility will also apply to those bargaining unit members having chosen the alternative to bumping, Section 15.4.3. The bargaining unit member accepting a voluntary demotion or reductions in assigned time in lieu of layoff shall be considered for reemployment for an additional period of up to twenty-four (24) months for a total of sixty-three (63) months.

Bargaining unit members who accept a position lower than their highest former class shall retain their original thirty-nine (39) month rights to the higher paid position.

15.5.2 Notification of Reemployment Opening

Any bargaining unit member who is laid off and is subsequently eligible for reemployment, shall be notified in writing by the District of an opening. Notification shall be made by certified service.

15.5.3 Employee Notification

Bargaining unit members shall notify the District of their intent to accept reemployment within ten (10) working days following receipt of the reemployment notice. Notification shall be made by either certified service or personal delivery to the Human Resources Office. If delivered in person, the district shall provide the employee a receipt of delivery.

If the bargaining unit member accepts reemployment, he/she must report to work on the date and time designated by the District. No benefits accrue during the break in service, but if the bargaining unit member accepts reemployment, the District shall reinstate to him/her all of his/her rights and benefits accrued prior to layoff.

Should a bargaining unit member elect not to accept the reemployment offer, he/she must notify the District within ten (10) working days following receipt of the reemployment notice by either certified service or personal delivery to the Human Resources Office. If delivered in person, the district shall provide the employee a receipt of delivery. Any bargaining unit member who declines an offer of reemployment equivalent or better than that when laid off is doing so with the understanding that his or her name will be removed from the current 39/63 month re-employment lists.

ARTICLE 16 GRIEVANCE PROCEDURES

16.1 DEFINITIONS

16.1.1 Grievance: An allegation by a bargaining unit member (grievant), or the Association, that there has been a violation, misinterpretation, or misapplication of the existing agreement (including all appendices) which has adversely affected the grievant. The Association shall have the right to file a grievance over an alleged violation, misinterpretation or misapplication of Article 22 and, if more than one (1) unit member has been adversely affected by an identical violation, misinterpretation or misapplication of this Agreement, the Association may process a grievance on behalf of all members of the group. When such a class grievance is declared, the resolution (relief sought) shall be applicable to all affected unit members. The Association may also file a grievance on behalf of a bargaining unit member as long as both the Association and the bargaining unit member's name is on the grievance and the affected unit member signs the grievance. The term "existing agreement" shall not include Memoranda of Understanding which are not specifically incorporated into this agreement, but shall include all attached appendices. The Association may file a grievance with or without the affected member's consent when it is alleged that there has been a violation, misinterpretation, or misapplication of the existing agreement.

16.1.2 Day: Any day in which the central administrative office of the District is open for business.

16.1.3 Supervisor: The lowest level supervisor having jurisdiction to adjust a grievance.

16.2 BARGAINING UNIT MEMBER RIGHTS

The bargaining unit member may present a grievance without the intervention of the Association. However, the Association shall be furnished a copy of the grievance, when filed, and a copy of the resolution, when resolved, at each formal level.

16.3 INFORMAL LEVEL

A grievant may submit the grievance orally to the grievant's supervisor. If the grievance is not satisfactorily adjusted informally, the grievant may proceed to the formal level.

16.4 FORMAL LEVEL

16.4.1 Formal Level I - Within fifteen (15) days after occurrence of the alleged act or omission giving rise to the grievance, the grievant must present his/her grievance in writing to his/her supervisor, or the right to grieve the incident is forfeited.

This statement shall be a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, if any, and the specific remedy sought.

The supervisor shall communicate his decision to the grievant in writing within ten (10) days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level.

16.4.2 Formal Level II - In the event the grievant is not satisfied with the decision at Formal Level I, he/she may appeal the decision in writing to the superintendent/president within ten (10) days. This statement shall include a copy of the original grievance and appeal, the decisions rendered, and reasons for the appeal.

The superintendent/president shall communicate his decision to the grievant within ten (10) days after receiving the appeal. If the superintendent/president does not respond within the time limits, the grievant may appeal to the next level.

16.4.3 Formal Level III - If the grievant is not satisfied with the decision at Level II, or the superintendent/president fails to respond within the specified time, the grievant may, within ten (10) days from the date the Level III decision was or should have been made, submit the matter to arbitration by notifying the superintendent/president or designee of his/her intent to proceed to arbitration

16.4.3.1 SELECTION OF AN ARBITRATOR

The grievant (CSEA) shall request the California State Mediation and Conciliation Service to supply a list of five (5) qualified arbitrators. The District and the grievant (CSEA) may elect to submit a joint request for the aforementioned list of arbitrators. Upon receipt of the list, the parties shall alternatively strike a name until only one name remains. The remaining name shall be the person to arbitrate the grievance.

16.4.3.2 FEES OF THE ARBITRATOR AND COSTS OF THE HEARING

The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and CSEA. Any expenses associated with arbitration which are billable to CSEA, must be authorized by CSEA

prior to the start of the arbitration. If the expenses are not approved prior to the arbitration, the grievance will not proceed to arbitration. In addition, if there is a cancellation fee for the arbitrator as a result of CSEA's failure to approve expenses, it shall be borne by CSEA.

16.4.3.3 DECISION OF THE ARBITRATOR

After a hearing and after both parties have had an opportunity to make oral and/or written arguments, the arbitrator shall submit in writing to the parties, his/her findings of facts, conclusions and award. The arbitrator's award shall be final and binding on both parties.

16.4.4 NO RETALIATION

No bargaining unit member shall suffer any recrimination and/or reprisals as a result of acting as a grievant, party-in-interest, witness or because of participation in the grievance procedure.

ARTICLE 17 SAFETY

17.1 COMPLIANCE

The District and each bargaining unit member shall endeavor to maintain facilities according to current requirements imposed by the County, State and Federal laws, including but not limited to the County ordinances policed by County Safety Inspectors through the Central Services Department, the Occupational Safety and Health Act of 1973 (29 U.S.C. Sections 651 et seq.) administered by the OSHA Review Commission and the California Occupational Safety and Health Act (California Labor Code Sections 6300 et seq.) administered by the Division of Industrial Safety.

17.2 REPORTING

It shall be the duty and responsibility of both the District and the bargaining unit members to report any condition believed to be a violation of Section 17.1 of this Agreement. Bargaining unit members shall report in writing to the vice president for Administrative Services as soon as possible after observance.

17.2.1 The District shall investigate the allegation and take action it deems to be appropriate within the time constraints specified in the law and code section. Within thirty (30) days of the taking of corrective action, the District shall inform the bargaining unit member of the action taken.

17.2.2 No bargaining unit member shall suffer any recrimination and/or reprisals as a result of reporting any condition believed to be a violation of Section 17.1 of this Agreement.

ARTICLE 18
SAVINGS PROVISION

- 18.1 If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction and/or legislative enactment, such provision shall be deemed invalid except to the extent permitted by law, but all other provisions will continue in full force and effect.
- 18.2 In the event of suspension or invalidation of any article or section of this Agreement either party may request negotiations. Upon request, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 19
CLASSIFICATION

19.1 CLASSIFICATION OF POSITIONS

19.1.1 All positions within the classified service shall be classified according to the skills required and the responsibility carried by that position.

19.1.2 Job descriptions for all positions shall be maintained in the Office of Human Resources. Changes to existing bargaining unit job descriptions are a mandatory subject of bargaining and must be negotiated.

19.2 ADVANCEMENT IN CLASS

19.2.1 Unit members shall be hired in at Step 1 of the base salary schedule and shall advance one step on the schedule on the anniversary of their hire date, except classified specials, who must accrue 120 days in a year before receiving a step advancement, no less than every 2 years.

19.2.2 Advancement to each succeeding step shall be made on the bargaining unit member's anniversary date, computed to the nearest full month of service.

19.2.3 The salary schedules shall be attached to this agreement as Appendix D

19.2.4 A unit member shall become eligible for longevity pay effective at the beginning of the 7th year of the bargaining unit member's anniversary date, computed to the nearest full month of service. The longevity scale shall be attached to this agreement as Appendix G.

19.2.5 A bargaining unit member who moves from one classification to another in the same range, by competing with either internal and/or external candidates, shall be placed on the same salary step that he/she served in the prior position. (For example, a bargaining unit member serving on Step 5 would be placed on Step 5.)

19.2.6 For the purpose of this Article, vacation, leaves, or any absence authorized by this Agreement shall not be deemed an interruption of employment for the Bargaining Unit members serving on less than a twelve (12) month basis.

**ARTICLE 20
RESIGNATION**

- 20.1 If a bargaining unit member wishes to resign from employment, a letter of resignation should be submitted to the appropriate vice president or dean and the District Human Resources office at least two weeks prior to the effective date of resignation. The intended effective date of resignation should be specified in the letter.
- 20.2 A terminating bargaining unit member shall have a separation interview in the District human resources office. This interview is necessary to complete personnel records and close the member's file. Appointments for the separation interview should be made during the bargaining unit member's last workweek.
- 20.3 All bargaining unit members shall be granted accumulated vacation allowance upon separation from the District. The monetary value of accumulated vacation allowance may be paid in lieu of carrying the bargaining unit member on the payroll.
- 20.4 A bargaining unit member who terminates employment and has used more than his/her earned leave shall have his/her last salary payment reduced accordingly.

ARTICLE 21
TRANSFERS & REASSIGNMENTS AND PROMOTIONS

21.1 For the purpose of this Article, the following definitions shall apply:

21.1.1 A “transfer” is defined as any board action which results in the movement of a unit member from one job site to another job site but within the same classification (job title). (For example, a Secretary I moving from a dean’s office to the Student Activities Center).

21.1.2 A “reassignment” is defined as any board action which results in the movement of a bargaining unit member from one classification (job title) to an equal or lower classification (job title). (For example, movement from a specialist to a technician classification of equal or lower salary range).

21.1.3 A “promotion” is defined as any board action in the movement of a bargaining unit member from one classification (job title) to a higher classification (job title). (For example, an Instructional Assistant to an Admissions and Records Specialist).

21.1.4 A “new opening” is defined as a bargaining unit position for which the District shall actively recruit within and outside the District work force. However, a new opening is not created when:

- 1) There is a reorganization that does not result in a net increase in the number of employees;
- 2) One or more lateral transfers are made and there is no net increase in the number of employees;
- 3) A position which is currently occupied by an incumbent is upgraded, reclassified, or renamed without significantly altering the duties being performed by the individual; and
- 4) The position is filled by a temporary, short-term, or substitute employee appointed pursuant to Education Code sections 87422, 87480, 87482.5(b), 88003, 88106 or 88109.

21.2 Probationary employees shall not be eligible to apply for positions during the in-house application period.

21.3 In-House Transfer/Reassignments or Promotions: When a new position is created, or an existing position becomes vacant [hereinafter collectively referred to as an “open position”], current unit members who have completed their probationary employment shall be given an opportunity to apply for a transfer, reassignment, or promotion to the open position prior to the recruitment being opened up to all applicants (bargaining unit members and the public) hereinafter “open recruitment”].

- 21.3.1 The District shall notify bargaining unit members in writing when a position is open including the job site of the position. During a school recess, a bargaining unit member's vacation and/or absence, job announcements will be sent to bargaining unit members who have submitted a written request to the Office of Human Resources. These job announcements will be sent via first class U.S. mail.
- 21.3.2 Any bargaining unit member wishing to be considered for the position shall so notify the District, in writing, within five (5) working days of the announcement. If the applicant has on file a completed and approved examination or its equivalent demonstrating that the minimum qualifications have been met, the applicant may request and be granted a release from further testing as a prerequisite to consideration for the position.
- 21.3.3 Only bargaining unit members meeting the minimum qualifications as established by the job description will be considered for reassignment.
- 21.3.4 While an eligible unit member may apply for a promotion to a new opening prior to the open recruitment, this article does not allow the District to consider the application of an in-house promotion applicant prior to the open recruitment. The supervisor designated to oversee the open position shall have the right to deny a unit member's transfer or reassignment and request that there be an open recruitment. The District shall select the most qualified applicant.

Notwithstanding the above paragraph, under the limited circumstances set forth in Title 5 of the California Code of Regulations, section 53021(b)(1), the District may consider and/or appoint an in-house promotion applicant prior to the open recruitment only when the District intends to fill the position on an interim basis. The Settlement Agreement on in-house promotion of February 2007 is included in the Appendix.

The parties agree that the District is not authorized to conduct in-house promotions prior to an open recruitment, except as otherwise provided for under Title 5 of the California Code of Regulations, section 53021(b)(1) (i.e. only when the position is being filled on an interim basis).

- 21.4 A bargaining unit member who promotes will be placed on the nearest step on the new range that will yield at least 7.5% increase, providing this range allows it to occur. (For example, a bargaining unit member serving on step 5 would be placed on the step of the level appropriate for the new class yielding at least a 7.5% increase.)
- 21.5 A bargaining unit member selected for a transfer, reassignment or promotion shall serve a four-month probationary period in the new position. Serving a probationary period in a new classification does not affect a permanent unit member's permanent district status. After serving four months in the new position, the bargaining unit member shall be deemed to possess permanent status in the new position. At any time during the four (4)

months in which the unit member is serving in the new position, the District may reassign or the employee may choose to return to his/her previous classification (job title), by giving ten (10) working days advance written notice of reassignment. If the employee is reassigned to his/her previous classification (job title), it will be at the same rate of pay (step & range) and the employee will be assigned the same number of hours to which he/she had been assigned in that classification (job title) prior to the reassignment.

21.6 Upon abolishment of a position, the District may transfer a unit member whenever it appears such transfer is in the best interest of the District. In such involuntary transfer, the superintendent/president or his/her designee will give written notice to CSEA Chapter 584 president and the chief job steward ten (10) working days prior to the intended transfer or reassignment. The incumbent may exercise his/her rights as provided under Article 15.

21.7 Any changes in the unit member's working conditions, which result from any transfer or reassignment, shall be negotiated prior to the transfer or reassignment.

ARTICLE 22 ASSOCIATION RIGHTS

22.1 ACCESS RIGHTS

22.1.1 The Association, through its appointed or elected representatives, shall have the following rights and the Association and its members shall have those obligations stated in the article and elsewhere in the Agreement.

22.1.2 The Association president and the chief job steward or designee shall, upon request, be given a copy of public record financial materials. The District shall provide two (2) copies of any budget or public record financial information approved by the Board of Trustees.

22.1.3.1 The Association shall have the right to use District mailbox and bulletin board spaces subject to the following conditions: All postings shall contain the date of posting or distribution and the identification of the organization together with a designated authorization by the Association president or designee.

22.1.3.2 A copy of such postings or distributions must be delivered to the superintendent/president and the director of Human Resources or their designees at the same time as postings or distributions.

22.1.3.3 The Association agrees not to post or distribute material, which is derogatory or defamatory of the District or its personnel, other than the Association newsletter which shall be governed by Article 22.1.2.4 below. Any bargaining unit member(s), including the Association president or designee violating this article may be subject to discipline up to and including termination. The District retains the right to immediately remove from the bulletin board or mailboxes any material it alleges to be derogatory or defamatory. The District shall inform the Association president or designee of its action. The Association may request to meet and review the material with the District. If it is found by the District that the Association has failed to comply with its responsibilities, the District may revoke the right to post or to distribute for five (5) months.

22.1.3.4 The Association may distribute its newsletter via District mailboxes and agrees that no material contained in the newsletter will be defamatory of the District or its personnel.

22.2 RELEASE TIME

22.2.1 The Association Officers and designees shall be granted release time of .20 FTE or the equivalent of 378 hours per fiscal year in order to conduct official CSEA business. Each year, CSEA may request a report of the hours used at the end of December.

22.2.1.2 Every member utilizing time must provide the information on the monthly absence report.

22.2.1.3 Each designated representative must provide at least four (4) hours notification to the immediate supervisor regarding the need for release time so that an adequate substitute may be attained.

22.2.1.4 Release time may not be carried over from one fiscal year to another. If the association exceeds the allocated release time, the Association President, Chief Job Steward, or designee shall be required to use personal leave to conduct official CSEA business.

22.2.1.5 The Association President or his/her designated representative, shall have the right to release time to attend board meetings for the purpose of representing the bargaining unit members where board meetings are held during the chapter president's or his/her designated representative's normal working hours.

The Association President shall be granted release time to conduct union business in addition to other provisions of this article. A designated location shall be provided to the association president for the purposes of meeting with bargaining unit members during their lunch, break, or before and after their work day.

22.2.1.6 The District agrees to give release time for four (4) bargaining unit member negotiators to participate in negotiations. Reasonable time will also be allowed for travel to and from the negotiation site. In addition, during negotiations for a successor contract, the Association team shall receive two (2) hours per week to work on proposals and /or counterproposals. For reopeners, the Association team shall receive one (1) hour per week to work on proposals and/or counterproposals.

22.2.1.7 The District agrees to allow paid release time not to exceed two (2) CSEA unit members, to attend the annual CSEA conference. The Association agrees to provide the District with thirty (30) days notice regarding the exact dates of the conference as well as the names of the two unit members designated to attend the conference.

22.2.1.8 Additional time will be granted to unit members for local meetings in special circumstances with prior approval of the superintendent/president.

22.2.1.9 CSEA shall be entitled to an annual average of 15 minutes of additional release time per each "hiring guidelines" checklist it will verify.

22.2.2 GRIEVANCES

22.2.2.1 "Investigation of grievances" shall be defined as those procedures related to the interview of witnesses who may have some knowledge of the facts relating to the potential grievance. It shall also include time necessary for phone calls or meetings with said witnesses.

22.2.2.2 When the Association has reason to believe that a potential grievance may exist, the Association president, chief job steward or their designee shall identify any and all witnesses who need to be interviewed in order to find out whether an actual grievance exists. The Association president, chief job steward or a designee shall then inform his or her immediate supervisor of the need to obtain release time to interview a witness regarding a potential grievance. The Association president, chief job steward or a designee shall also inform the immediate supervisor of the employee sought to be interviewed regarding the need to obtain release time for said employee to be interviewed regarding the potential grievance. The supervisors shall grant reasonable release time for this purpose unless doing so would be disruptive to District operations. Release time for this purpose shall not be unreasonably denied. The Association president, chief job steward or their designee shall also send an e-mail to the Vice President of Human Resources in order to notify the director of the potential grievance.

22.2.2.3 The Association president, chief job steward or a designee shall provide four (4) hours notice to his/her immediate supervisor regarding the need to obtain release time to investigate a potential grievance so that an adequate substitute may be attained.

22.2.2.4 Reasonable release time shall also be granted for the purpose of allowing the Association president, chief job steward or his/her designee time for representation of a unit member in a disciplinary or grievance related meeting with a management person. Release time shall not be used for preparing a presentation relating to the meeting.

22.2.2.5 All Association business, discussion and activities (other than the investigation of grievances as outlined above) will be conducted by unit members, or Association officials, outside established work hours and in

places other than District property except when permission is obtained from the superintendent/president or designee. Use of the facilities shall not interfere with school operations.

22.3 DUES DEDUCTION

22.3.1 The District shall cause payroll deductions to be made in accordance with District's procedures and CSEA's dues and service fee schedule or payment to a designated charitable fund in lieu of service in case of an employee's bona fide religious objection.

22.3.2 Bargaining unit members shall be accorded the rights to other deductions as specified in Education Code Section 87040 and exercised by the Board of Trustees of the District.

22.3.3 All bargaining unit members who do not maintain membership in CSEA are required as a condition of employment to pay a service fee to the CSEA.

22.3.4 Any bargaining unit member who has a bona fide religious objection, as defined in Government Code section 3546.3, to the payment of service fee in support of an "employee organization" as defined in government code section 3540.1(d), shall not be required to join, maintain membership in or pay dues or service fees required as a condition of employment. However, such employee shall be required, in lieu of such service fees required by this Article, to pay the same equal to such service fees to anyone of the following three designated non-religious, non-labor, charitable fund exempt from taxation under section 501 (c) (3) of Title 26 of the United States internal Revenue Code:

- 1) The Salvation Army
- 2) The Red Cross
- 3) The United Way

Any change in dues will be submitted to the District, in writing, thirty, (30) days prior to the effective date of such change.

Nothing in this article is intended to preclude unit members from the right to refuse to join or participate in the activities of the exclusive representative.

22.4 EXCLUSIVE RIGHTS

During the term of this Agreement, the District agrees not to negotiate with any other organization on matters upon which CSEA is the exclusive representative and which is within the scope of representation. The District further agrees not to negotiate with individuals of the bargaining unit on any matter within CSEA's scope of representation. CSEA agrees not to negotiate privately or individually with the Board of Trustees, or any person not officially designated by the District to act on its behalf and agrees neither

CSEA, its officers, nor agents, will attempt to negotiate privately or individually with the Governing Board or any person not officially designated by the Governing Board as its representative.

22.5 OBLIGATIONS

- 22.5.1 Recognizing that it is the District's duty under the EERA to give written notice to the exclusive representative prior to taking any action to modify the bargaining unit, the exclusive representative recognizes its obligation to demand to bargain upon being given notice of a proposed change in the bargaining unit. The demand to bargain will be made timely and negotiations will commence within fifteen (15) days.
- 22.5.2 Exclusive representative refers to the CSEA Chapter 584 president and chief job steward or designee. The board agenda will not be considered as written notice.
- 22.5.3 Recognizing that it is the District's responsibility to take the following steps prior to meeting with, and/or questioning a bargaining unit member on any matter that involves discipline, could lead to discipline, or that the unit member reasonably feels might lead to discipline, the District agrees that all supervisors and/or managers shall:
- 22.5.3.1 Inform the unit member of the reason for the meeting and/or questioning. (i.e., work performance, tardiness, absenteeism, insubordination, etc.)
 - 22.5.3.2 Inform the unit member that he/she has the right to be represented at the meeting by a designated CSEA representative, if he/she reasonably believes the meeting might lead to discipline.
 - 22.5.3.3 Allow the unit member a reasonable amount of time to contact his/her designated CSEA representative and make arrangements to have the representative present before questioning.

ARTICLE 23 NEGOTIATIONS

23.1 NOTIFICATION AND PUBLIC NOTICE

This Agreement will remain in full force and effect from year-to-year until a new agreement has been ratified by both parties. If either party desires to alter or amend this Agreement, it shall, at least four (4) months but not more than six (6) months prior to the termination date set forth under the Term of Agreement, Article 2, provide written notice and a proposal to the other party of said desire and the nature of such amendments.

23.2 COMMENCEMENT OF NEGOTIATIONS

23.2.1 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 in this Agreement.

23.3 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.

23.4 AGREEMENT OF PARTIES

This Agreement contains the agreement of the parties as to all matters addressed in this Agreement. Nothing contained herein shall be interpreted as precluding the right of the Association and the District to mutually agree in writing to negotiate on matters which develop after entering into this Agreement.

ARTICLE 24 DISCIPLINE

24.1 DISCIPLINE PROCEDURES

Discipline shall be imposed upon bargaining unit members pursuant to this Article.

24.2 EFFECTS OF ARTICLE

The discipline procedures herein shall prevail over any and all District policies and practices pursuant to disciplinary action imposed upon a bargaining unit member for those infractions or exceptions to behavior that would require the immediate removal of the bargaining unit member from the campus pending investigation. The only exception shall be that if any law, rule and/or regulation provides a bargaining unit member of the District subject to disciplinary action more rights and/or regulations provided herein, such law, rule, and/or regulation shall prevail and shall be considered to be a part of this Agreement.

24.3 CAUSE

Discipline shall be imposed on bargaining unit member only for just cause as prescribed herein. Disciplinary action is deemed to be any action which deprives any bargaining unit member of any classification or incident of employment of classification in which the bargaining unit member has regular status and includes, but is not limited to, dismissal, demotion, suspension, reduction in hours or class, transfer or reassignment without the bargaining unit member's voluntary written consent, written reprimand, or any type of derogatory material placed into a bargaining unit member's personnel file, including but not limited to the following:

24.3.1 Unsatisfactory attendance, such as:

- a. Repeated absence, without notification.
- b. Excessive absence.
- c. Repeated unexcused tardiness.
- d. Abuse of sick leave privilege.

24.3.2 Unsatisfactory personal conduct, such as:

- a. Conviction of a crime carrying felony punishment even though such punishment may not be imposed.
- b. Conviction of any crime involving moral turpitude.
- c. Discourteous, offensive or abusive conduct or language toward another employee, a student or a member of the public.
- d. Dishonesty.

- e. Reporting for work while intoxicated, possession of an open container of an alcoholic beverage on District property, or in a District-owned vehicle, or working while under the influence of alcohol.
- f. Use of narcotics or restricted substances while on the job, or reporting to work while under the influence of narcotics or restricted substances.
- g. Commission of any sex offense as defined in Education Code 87010 or under Penal Code 261.5.
- h. Commission of any narcotics offense as defined in Education Code 87011 under Health and Safety Code 11361.
- i. Unauthorized altering records of the District.
- j. Repeated malingering during the course of a normal working day. (Malingering means avoiding or shirking duties or the appearance thereof.)
- k. Engaging in political activities during assigned hours of work. (This does not include meal breaks, coffee breaks, or before or after work hours.)
- l. Possession of a gun, knife or other weapon having similar deadly capabilities on District property with the exception of knives used as a tool.

24.3.3 Unsatisfactory fulfillment of job responsibilities such as:

- a. Unsatisfactory performance of the duties of his/her position.
- b. Inability or inefficiency in the performance of the duties of the position.
- c. Insubordination (including, but not limited to, refusal or failure to do assigned work or carry out a lawful order).
- d. Carelessness or negligence in the performance of duty, or in the care and use of District property.
- e. Misuse or misappropriation of District property.
- f. Willful violation of the Education Code, Title V, of the California Administrative Code, any rules of the Governing Board or any term of this Agreement.
- g. Denial, suspension, revocation or non-renewal of a license, permit or any other document(s) required for the job.
- h. Falsifying any material information supplied to the District, including, but not limited to, information supplied on application forms, employment records, or any other District records.
- i. Failure to report for duty without satisfactory explanation.
- j. Personal conduct unbecoming an employee of the District while on duty.
- k. Persistent or willful violations of, or refusal to obey, safety rules and regulations made applicable to public schools by the governing board or by a federal or state agency having authority to impose such rules and/or regulations.
- l. Offering anything of value or offering any service in exchange for special treatment in connection with the unit member's job or employment, or accepting anything of value or any service in exchange for granting any special treatment to another employee or member of the public.
- m. Any willful conduct tending to injure the public service.

- n. Job abandonment (unexcused absence of three [3] or more days).

24.3.4 Other reasons, such as:

- a. Advocacy of overthrow of federal, state or local government by force, violence or other unlawful means.
- b. Interference with the operations of the District, including but not limited to, any work stoppage or slowdown. This does not include actions authorized by law.

24.3.5 The term "conviction" as used above shall mean conviction in trial court based upon a plea of guilty or nolo contendere or a finding of guilty after a court or jury trial.

24.4 PROGRESSIVE DISCIPLINE

Prior to imposing formal disciplinary action against a bargaining unit member, the District shall follow the principles of progressive discipline, except in cases where the safety of district employees, students, or the public might be in question, or in case of theft or intentional damage to District property or serious violations of the law or intentional violation of one of the causes for discipline listed in sections 24.3.1 through 24.3.5.

24.4.1 Step One - Oral Warning: Prior to any formal disciplinary action, his/her immediate supervisor shall orally notify the bargaining unit member that a deficiency in his/her job performance has been observed. The supervisor shall discuss the deficiency with the affected bargaining unit member at an informal meeting and suggest ways in which the bargaining unit member may improve his/her job performance. The supervisor shall then review the bargaining unit member's performance after a period of not less than twenty (20) working days from the date of the informal meeting at which time the supervisor may proceed to Step Two of this procedure if it is noted that the bargaining unit member has not improved.

24.4.2 Step Two - Written Warning: If it is noted that if after Step One herein above has been applied, the bargaining unit member has not improved in his/her job performance, the bargaining unit member's immediate supervisor, or designee, shall prepare a written letter and shall send such letter to the affected bargaining unit member. The warning letter shall outline those specific areas and/or incidents of the bargaining unit member's deficient performance and suggestions and/or directions for improvement. The warning letter shall not include incidents or deficiencies which were not discussed at the Step One level herein above. The warning letter shall not be placed into the affected bargaining unit member's personnel file.

24.4.3 Step Three - Letter of Reprimand: If it is noted that if after Step Two herein above has been applied, the bargaining unit member has not improved in his/her

job performance, the bargaining unit member's immediate supervisor, or designee, shall prepare a written letter of reprimand and shall send such letter to the affected bargaining unit member. The letter of reprimand shall outline those specific areas and/or incidents of the bargaining unit member's deficient performance and suggested direction for improvement. The letter of reprimand shall not include any incidents or deficiencies which were not discussed at the Step One level herein above. The letter of reprimand shall not be placed into the affected bargaining unit member's personnel file until he/she has been given ten (10) working days to respond.

24.4.4 Step Four - Suspension: If it is noted that if after Step Three herein above has been applied, the bargaining unit member has not improved in his/her job performance, the bargaining unit member's immediate supervisor, or designee, may make a recommendation to the superintendent/president that the bargaining unit member's deficient job performance warrants a suspension, with or without pay, for a period not to exceed five (5) days, as deemed appropriate. A copy of the recommendation shall be given to the bargaining unit member and a copy shall be given to the Association president and the chief job steward. A notice of suspension shall be prepared and shall be subject to the disciplinary notice procedures contained in this Article.

24.4.5 Step Five - Further Action: If it is noted that the bargaining unit member has not improved in his/her job performance, and being that all the above procedures have been followed, the superintendent/president may recommend to the Governing Board that further disciplinary action be taken against the bargaining unit member which may include any of the following: demotion, suspension, reduction in hours or class, transfer or reassignment, without the bargaining unit member's voluntary consent, written reprimand, or termination, as deemed appropriate. A notice of disciplinary action, if any is to be taken, shall be prepared and shall be subject to the disciplinary notice procedure contained in this Article.

24.5 DUE PROCESS

When disciplinary action is being proposed against a bargaining unit member, the District must comply with procedural due process requirements before it may deprive a bargaining unit member of his/her property right and/or interest (employment). Due process mandates that at a minimum, a bargaining unit member must be provided with the following pre-removal safeguards:

1. Notice of the proposed action;
2. Cause for the action;
3. A statement of charges signed by the superintendent/president or his designee setting forth in clear and understandable language, the specific act(s), error(s), or omission(s), giving rise to the charges;

4. A copy of all materials, including statements, upon which the District relied in preparing the notice of intent to discipline;
5. Copies of any sections of this contract, rules, regulations, or laws, which are alleged to have been violated;
6. Notice of the right to respond to the charges, either orally or in writing, prior to imposing discipline; and,
7. The right to representation at all phases of the disciplinary process.

24.5.1 DISCOVERY

The bargaining unit member shall have the right to inspect and receive copies of any documents or other materials in the possession of or under the control of the District which are relevant to the disciplinary action to be imposed, at times and places reasonable for the unit member and for the District.

24.5.2 BURDEN OF PROOF

When disciplinary action is to be imposed on a bargaining unit member, the burden of proof shall rest with the District by a preponderance of the evidence.

24.5.3 SEX AND NARCOTICS OFFENSES

Any unit member charged by complaint, information or indictment filed in a court of competent jurisdiction with any sex offense as defined in Section 87010 of the Education Code, any narcotics offense as defined in Section 87011 of the Education Code, or any other offense enumerated in Section 88123 of the Education Code, may be placed on a compulsory leave of absence for such period of time, and subject to such conditions, as are set forth in Section 88123 of the Education Code. The unit member may receive compensation as provided for in Section 88123 of the Education Code, or the Board of Trustees may provide that the leave be with pay without the need to post a bond, or without need to repay the District in the event the unit member is convicted of such charges, or does not return to service at the expiration of the leave.

24.5.4 PAID ADMINISTRATIVE LEAVE

The superintendent/president or designee may upon written notice place a bargaining unit member on paid administrative leave when investigating allegations of misconduct, wrongdoing, illegal acts, or for the safety or protection of the college, community, or the individual. The bargaining unit member shall remain on paid administrative leave while the investigation is being conducted, a decision is rendered, and subsequent action is taken. All of the aforementioned shall be conducted in a timely and expeditious manner. Paid administrative leave shall mean that the employee shall not come to work, shall receive all pay and benefits, and is accessible during normal work hours.

24.5.5. NOTICE OF INTENT TO DISCIPLINE

When disciplinary action is proposed, the District shall give the bargaining unit member a notice setting forth the cause of the action, the specific acts or omissions upon which the proposed discipline is being based, copies of all statements and/or documents upon which the District relied in assessing the degree of the proposed discipline. The notice shall be in compliance with the provisions of section 88013 and 88016 of the California Education Code.

The employee shall have a Skelly hearing which shall be scheduled no less than ten (10) working days from the date the employee is served the Notice of Intent to Discipline and shall afford the employee the right to respond to the charges. The employee is entitled to representation. The District shall provide the employee a written response to either continue/amend/reduce/or dismiss the discipline within ten (10) days following the Skelly.

24.5.6 NOTICE FOLLOWING SKELLY HEARING

If after the Skelly Hearing, the Skelly Officer recommends to continue with the discipline and/or dismissal and the district agrees to the recommendation, the District shall provide the employee a written response to either continue/amend/reduce/or dismiss the discipline within ten (10) working days following the Skelly.

24.5.7 MEDIATION PROCESS

In the event the proposed discipline is termination of the unit member, the unit member following the determination of the Skelly hearing may request that the proposed discipline be subject to mediation. A mediation firm will be mutually agreed upon prior to the implementation of this provision. If the district determines that it wishes to proceed with the discipline process, the employee will be given an appropriate written notice within ten (10) days following the conclusion of the mediation process.

24.5.8 DISCIPLINARY HEARING

24.5.8.1 Members Right to Hearing

If, after the bargaining unit member responds to proposed discipline, the District proceeds with the proposed discipline, the bargaining unit member shall have the right to appeal the decision. The right to appeal must be exercised within ten (10) working days from the date the Notice of Discipline is served on the unit member.

24.5.8.2 Disciplinary Hearings

All disciplinary hearings shall be conducted by a neutral hearing officer who shall be mutually agreed upon within ten (10) working days by the District and CSEA. In the event the parties are unable to reach an agreement on the hearing officer within ten (10) working days from the date of the request for hearing, a request for a list of five (5) qualified hearing officers will be submitted to the California Mediation and Conciliation Service by the District. The hearing officer will be selected from the aforementioned list by alternate strike-off. The first strike-off will be determined by chance, then each party will strike one name from the list until only one name remains. The remaining hearing officer will conduct the hearing. The hearing shall be conducted under rules of procedure established by the hearing officer which are consistent with the law. Both the District and CSEA, shall have the right to call witnesses, introduce evidence, cross-examine any witness and make motions or objections relating to the proceedings. All hearings shall be closed to the public unless the affected bargaining unit member specifically requests that the hearing be open to the public.

Within thirty (30) days following the completion of the hearing, the hearing officer shall render his/her findings of fact, conclusions of law, and recommended decision, which shall be served on the parties and shall be advisory to both parties.

24.5.8.2.1 Witnesses and Evidence

The hearing officer shall have the authority to compel the production of such witness and/or evidence as may be necessary to insure that the bargaining unit member's due process rights are protected. The technical rules of evidence shall not apply. Hearsay evidence may be admitted to support direct evidence, but shall not be sufficient, standing alone, to support a finding.

24.5.8.2.2 Costs

The cost of the hearing officer will be borne by the District. All other costs will be borne by the party incurring them.

24.6 FINAL DECISION OF THE BOARD OF TRUSTEES

After the Board of Trustees receives the findings of facts, conclusions of law from the hearing officer, it shall decide whether to adopt or reject the findings and conclusions. The Board of Trustees shall base its decision solely on the written record.

24.6.1 The board shall inform the unit member of the decision in writing within thirty (30) working days after receiving the findings of facts, conclusions of law from the hearing officer.

ARTICLE 25
COMPLETION OF MEET AND NEGOTIATION

25.1 The term of this agreement will be from July 1, 2010, through June 30, 2013, with mandatory re-openers for Articles 5 and 9 in year two, beginning July 1, 2011 and reopeners for year three by mutual agreement.

Except as specifically modified herein above, the existing Agreement between the parties shall remain in full force and effect without further modification.

25.2 This is the final complete agreement between the parties which shall be incorporated into the previous contract between the parties, reflects the changes above, and the District shall prepare and make available the full agreement within thirty (30) calendar days.

ASSOCIATION DESIGNATE

BOARD DESIGNATE

Frederick Board
CSEA Chapter 584 President

Christopher O'Hearn
Superintendent/President

Date: _____

Date: _____

APPENDIX A

CLASSIFIED POSITIONS

CLASSIFIED POSITIONS

POSITION	LEVEL		
ACCOUNTING SPECIALIST	12	INSTRUCTIONAL ASSISTANT	11
ACCOUNTING TECHNICIAN	12	INSTRUCTIONAL MEDIA AIDE	9
ACCOUNTING TECHNICIAN II	14	LABORATORY AIDE	12
ADMINISTRATIVE SECRETARY II	13	LABORATORY TECHNICIAN	13
ADMINISTRATIVE SECRETARY I	11	LEAD CUSTODIAN	11
ADMISSIONS AND RECORDS SPECIALIST II	14	LEAD GROUNDS MAINT. WORKER	12
ADMISSIONS AND RECORDS SPECIALIST	13	LEAD MAINTENANCE WORKER	15
ADMISSIONS AND RECORDS TECHNICIAN	12	LEAD SYSTEMS PROGRAMMER/ANALYST	16
ASSOC. TEACHER-CDC	10	LEAD WAREHOUSE DELIVERY WORKER	11
AUXILIARY SERVICES ASSISTANT	10	LIBRARY TECHNICIAN	12
BOOK DIVISION COORDINATOR	12	M & O & FACILITIES CONST. CLERICAL TECH	13
BOOKSTORE OPERATIONS ASSISTANT	12	MAINTENANCE LOCKSMITH	12
CALWORKS/WIA COORDINATOR	15	MAINTENANCE TECHNICIAN	12
CAMPUS POLICE OFFICER (& Reserves Specials*)	13	MAINTENANCE WORKER	13
CAMPUS POLICE SPECIALIST	13	MEDIA SERVICES COORDINATOR	14
CARE SPECIALIST	14	NETWORK MANAGER	15
CAREER PATHWAYS/ORIENTATION COORDINATOR	14	NETWORK/MICROCOMPUTER TECHNICIAN	13
CDC FOOD SERVICES SPECIALIST	12	OFFICE ASSISTANT	10
CLASSIFIED SITE SUPERVISOR, CDC	14	PAC COORDINATOR	14
CLERICAL TECHNICIAN	11	PAC TECHNICIAN	14
CLERICAL TECHNICIAN II	12	PAYROLL AND BENEFITS TECHNICIAN	12
COLLEGE RECRUITER	15	PERMIT TEACHER-CHILD DEVELOP. CTR	13
COMMUNICATIONS SYS COORDINATOR	15	PLACEMENT SPECIALIST	13
COMMUNICATIONS SYSTEMS TECHNICIAN	14	PRINTING SERVICES SPECIALIST	12
COMMUNITY/CONTRACT ED COORDINATOR	14	PRINTING SERVICES TECHNICIAN	11
COURSE MANAGEMENT ADMINISTRATOR	13	PROGRAM SPECIALIST, SPCL GRANT PRGMS	14
CURRICULUM & SCHEDULING COORDINATOR	14	RECYCLING TECHNICIAN	10
CURRICULUM & SCHEDULING TECHNICIAN	13	RESEARCH ANALYST	14
CUSTODIAN	9	SENIOR ACCOUNTING TECHNICIAN	15
DATABASE ADMINISTRATOR	15	SENIOR SYSTEMS ANALYST	15
DEAF & HARD OF HEARING SPECIALIST	14	SENIOR INSTRUCTIONAL ASSISTANT	13
DSPS ASSISTANT/INTERPRETER	12	SIGN LANGUAGE INTERPRETER I	8
DSPS SPECIALIST	14	SIGN LANGUAGE INTERPRETER II>(*Clsfd Special)	11
ELECTRONICS LAB SPEC	14	SR. PROGRAMMER/SOFTWARE DEVELOPER	15
ENVIRONMENTAL STUDIES SPECIALIST	13	STUDENT DEVELOPMENT CENTER	9
FINANCIAL AID TECHNICIAN	12	STUDENT SERVICES SPECIALISTS	12
GROUNDS MAINTENANCE WORKER	11	SWITCHBOARD OPERATOR	8
HELP DESK TECHNICIAN	11	UPWARD BOUND PROGRAM COORDINATOR	14
HUMAN RESOURCES TECHNICIAN	12	VEHICLE & EQUIP MECHANIC	13
INSTIT'L RESEARCH COORDINATOR	15	WAREHOUSE DELIVERY WORKER	10
INSTR'L NTWK/CMPTN MAINT. TECHNICIAN	13	WEBMASTER	15

APPENDIX B

UPWARD MOBILITY PROGRAM

UPWARD MOBILITY PROGRAM

ARTICLE 7.1 Upward Mobility

7.1.1 The purpose of the Victor Valley College classified employee Upward Mobility Program is to assist and enable permanent, classified employees to achieve their career goals at Victor Valley College. Time spent towards the Upward Mobility Program must be approved by the immediate supervisor. The time away from the job duties must be reported on the monthly absence report.

7.1.2 Request for Approval

A bargaining unit member who wishes to have courses or activities approved for reimbursement will fill out the Upward Mobility Program forms and submit them to the Upward Mobility Committee chairperson for committee review.

An Upward Mobility Committee shall consist of the Vice President of Human Resources and one (1) other administrative employee appointed by the Superintendent/President and two (2) classified employees appointed by the Association. The four (4) committee members shall then appoint a District employee as a fifth committee member.

The Upward Mobility Committee shall review all requests and materials submitted by the applicant and take action on the requests within thirty (30) days.

7.1.3 The classified employee Upward Mobility Program at Victor Valley College will include:

(See attached pages)

UPWARD MOBILITY PROGRAM

Career Plan

Article 7.1.3.1 Career Plan

The opportunity shall be offered to all permanent classified employees to identify their career goal at Victor Valley College. The employee, in cooperation with his/her supervisor, the Office of Human Resources representative, and/or counselors, will formulate a plan for reaching his/her career goal at Victor Valley College. The plan is to specifically define coursework, degrees, job shadowing opportunities and mentoring opportunities, which will prepare the employee for his/her career goal. The career plan provides opportunities and prepares unit members to the extent possible toward reaching their career goals. Completion of a career plan does not guarantee a promotion or new position at Victor Valley College. A copy of the career plan is to be provided to the employee's supervisor, the appropriate vice president, and to the Office of Human Resources. Where necessary, the plan is to be updated or revised to reflect career goal changes. The official career goal plan is to be retained in the Office of Human Resources.

PROCEDURE

Each Career Plan must contain:

1. Personal/Career goal(s)
2. Education Plan
3. Approximate timelines for completion
4. How training leave fits into employee's overall career plan (only required when applying for Training Leave under Article 7.1.3)
5. Training Leave Request Form
6. How mentoring fits into employee's overall career plan (only required when applying for Mentoring under Article 7.1.6)
7. Mentoring Request Form
8. How job shadowing fits into employee's overall career plan (only required when applying for Job Shadowing under Article 7.1.7)
9. Job Shadowing Request form
10. How cross training fits into employee's overall career plan (only required when applying for Cross Training under Article 7.1.8)
11. Cross Training Request Form
12. Employee's signature
13. Signature of individual who assisted employee in formulating career plan. (Supervisor, or H.R. representative, or Counselor, or any other advisor)
14. Copies of plan sent to appropriate Vice President, Supervisor, and H.R.

UPWARD MOBILITY PROGRAM
Career Plan Form
(Complete and return to Human Resources)

Name: _____
(Print or type name)

Date: _____

I am submitting the following documents to the Upward Mobility Committee for their review and approval: (Please check the documents listed below which you have attached to this form.)

- Personal/Career goal(s)
- Education Plan
- Approximate timelines for completion
- Statement as to how Training Leave fits into employee's overall career plan (only if applying for Training Leave)
- Training Leave Request Form (only if applying for Training Leave)
- Statement as to how Mentoring fits into employee's overall career plan (only if applying for Mentoring)
- Mentoring Request Form (only if applying for Mentoring)
- Statement as to how Job Shadowing fits into employee's overall career plan (only if applying for Job Shadowing)
- Job Shadowing Request Form (only if applying for Job Shadowing)
- Statement as to how Cross Training fits into employee's overall career plan (only if applying for Cross Training)
- Cross Training Request Form (only if applying for Cross Training)

Employee's Signature

Supervisor, Counselor, HR Representative,
or any other Advisor

Attachments

c: Vice President
Supervisor
Human Resources



MEMORANDUM

18422 Bear Valley Road, Victorville, CA 92395-5849 • 760-245-4271, ext. 2455

UPWARD MOBILITY PROGRAM

CAREER PLAN (Committee's Approval/Denial Form)

Employee's Name

Date

The Professional Growth/Upward Mobility Committee has reviewed your request for upward mobility.

Your request for upward mobility is APPROVED DENIED

Comments/Reasons for denial:

Committee Signatures:

VP of Human Resources Date

CSEA Member Date

CSEA Member Date

CSEA Member Date

FINAL AUTHORIZATION: CONCUR DISAGREE

Superintendent/President Date

UPWARD MOBILITY PROGRAM

College/University Classes

Article 7.1.3.2 College/University Classes

Classified employees will be able to complete lower division courses taken at Victor Valley College and/or upper division course work taken at any accredited four-year college or university as outlined in the employee's career plan. The college or university must be accredited by an accrediting agency approved by the United States Department of Education.

All courses shall be submitted for approval prior to course enrollment. Courses submitted for approval after the course has begun will not be approved.

Employees will be reimbursed for the cost of required books, required course materials, and registrations fees upon satisfactory class completion with a grade of "C" or better. Each bargaining unit member is responsible for submission of verification of completion and all documents necessary to apply for the reimbursement. See Appendix B1, B1a.

Procedures for Reimbursement of Books, Registration, Material Fees Career Plan Submitted/Approved/Filed in Human Resources

WHAT IS REIMBURSABLE COURSEWORK:

- ✓ Coursework listed in the Career Plan which has been approved and is on file in H.R.
- ✓ Lower division coursework taken at VVC
- ✓ Upper division coursework taken at any accredited four-year college or university

HOW DO I RECEIVE REIMBURSEMENT:

Complete the Upward Mobility Requisition form which is available in H.R. (sample attached) and submit to Human Resources with the following documents attached:

1. Course description, syllabus or other official document indicating the materials and books that were required for the class(es) you have taken
2. Grade report for each class(es)
 - ✓ Grade of "C" or better in each class
 - ✓ Coursework must be taken at accredited institution
 - ✓ Coursework must have been listed in Career Plan
3. Receipt(s) for all materials and books **required** for the class
4. Receipt for registration fees/tuition
 - ✓ Reimbursement for upper division coursework may not exceed those fees currently in effect at Cal State University, San Bernardino, at the time of enrollment
 - ✓
Reimbursement of educational expenses is not subject to state and federal taxes at this time

UPWARD MOBILITY PROGRAM
College/University Classes
(Complete and return to Human Resources)

This form is to be used only when classes are taken during employee's scheduled work hours. A new form must be completed each semester/quarter.

Name: _____
Employee's Name

Date: _____

Semester/Quarter: _____

Scheduled Classes:

Name of Course	Day(s) and Time of Course
_____	_____
_____	_____
_____	_____

I am requesting time off from my current work schedule to take the coursework listed above. I have agreed to the following rescheduling of my work hours, so that I may attend the classes indicated above.

Employee

Supervisor

Vice President

UPWARD MOBILITY PROGRAM

Training Leave

Article 7.1.3.3 Training Leave

The Board of Trustees may grant to a classified employee a training leave after five years of continuous full-time service. Such leaves may be up to three months at the employee's regular pay or up to six months at 60 percent of the employee's regular pay. The period for qualifying for another leave will commence at the termination of the leave.

The employee must provide the Board of Trustees with a detailed plan which relates directly to achieving his/her Victor Valley College career goal. Failure to fulfill the plan may result in disciplinary action. The employee must agree to continue employment with the District for at least two years after returning to service or return the emolument. Any employee who is granted Training Leave shall agree in writing to file a bond with the District, which shall enable the District to reclaim any remuneration granted the employee while on leave in the event the employee does not return to the District.

Training leaves shall not be deemed a break in service, nor shall employees earn vacation days, sick leave or holiday pay provided under this agreement. Depending upon District finances, up to two full-time equivalent training leaves may be granted each year by the Board of Trustees.

PROCEDURE

Requests for Training Leaves must include the following documents:

1. Career Plan
2. Training Leave Request Form
3. Bond (after Board of Trustees grants leave)

UPWARD MOBILITY PROGRAM

Training Leave Request Form
(Complete and return to Human Resources)

Name: _____
(Print or type name)

Date: _____

I am requesting training leave under Article 7.1.3.3: (Please check one)

3-month leave at employee's regular pay

6-month leave at 60% of employee's regular pay

I am requesting that my leave begin on _____
(Date)

and end on _____.
(Date)

If my request for training leave is approved, I agree to continue employment with Victor Valley College for at least two years after returning to service or return the compensation. I also agree to file a bond with the district, which shall enable the district to reclaim any remuneration granted me while on leave, in the event I do not return to work and continue my employment for two years.

Employee

Attachment: Career Plan

Office Use: Board Approval Date _____

UPWARD MOBILITY PROGRAM In-Service Training Time

Article 7.1.3.4 In-Service Training Time

Classified employees are encouraged to participate in workshops and seminars offered through the Victor Valley College Staff Development Program which relate to their Victor Valley College career goals. They are also encouraged to participate in other training opportunities provided through the Victor Valley College Staff Development Program. **Unit members must receive prior approval from their supervisors before participating in in-service training.**

PROCEDURE

Unit members seeking in-service training must complete all required forms which are available in Human Resources.

UPWARD MOBILITY PROGRAM Career Counseling

Article 7.1.3.5 Career Counseling

Through the Victor Valley College Counseling Program and the Career/Transfer Center, career counseling will be provided without charge for employees to assist them in formulating career goals and training/education plans.

PROCEDURE

Unit members interested in taking college/university coursework must have career counseling and receive an Educational Plan completed by a counselor from an accredited institution. This Educational Plan will become part of the Career Plan.

UPWARD MOBILITY PROGRAM

Mentoring

Article 7.1.3.6 Mentoring

The District may establish a pool of mentors from which classified employees and the District will select an appropriate mentor for the employee to help guide and fortify his/her career development at Victor Valley College. By the end of fiscal year 2011-2012, the District and CSEA shall formulate a structured mentoring program.

PROCEDURE

Unit members interested in selecting a mentor to help guide and fortify their career development at Victor Valley College must complete the attached form. Mentors must be selected at Victor Valley College or the employee may request training leave to participate in this program at another institution/corporation.

UPWARD MOBILITY PROGRAM

Mentor Request Form
(Complete and return to Human Resources)

Name: _____ **Date:** _____
(Print or type name)

I am requesting the opportunity to be mentored under Article 7.1.3.6

Mentor's Name Title

Frequency:

I plan to be mentored:

- ½ day per week
- 1 day per week
- _____

Time Frame:

I am requesting that mentoring begin on _____
Date

and end on _____
Date

Employee

Mentor

Mentor's Supervisor

UPWARD MOBILITY PROGRAM Job Shadowing

Article 7.1.3.7 Job Shadowing

Classified employees may be provided job shadowing opportunities which relate to their career goals. The main purpose of job shadowing is to clarify and crystallize career goals. A secondary purpose is to prepare classified employees for particular positions. The specific schedule to perform these activities must be agreed upon by the supervisor and unit member.

PROCEDURES

Unit members interested in job shadowing to clarify and crystallize career goals or to prepare for a particular position must complete the attached form. Job shadowing is to be practiced at Victor Valley College. Employees who wish to shadow at another institution/corporation must request training leave.

UPWARD MOBILITY PROGRAM
Job Shadowing Request Form
(Complete and return to Human Resources)

Name: _____
(Print or type name)

Date: _____

I am requesting the opportunity to Job Shadow under Article 7.1.3.7

I wish to shadow: _____
Name Title

Frequency:

I plan to shadow this individual:

- ½ day per week
- 1 day per week
- _____

Time Frame:

I am requesting that my leave begin on _____
Date

and end on _____
Date

Employee

Shadower

Attachment: Career Plan

Shadower's Supervisor

UPWARD MOBILITY PROGRAM Cross Training

Article 7.1.3.8 Cross Training

Classified employees may be provided cross training opportunities which relate to their career plan. The purpose of cross training is to gain job-related experience in an area identified in their career goals. The specific schedule to perform these activities must be agreed upon by the supervisor and unit member.

PROCEDURES

Unit members interested in cross training to gain job-related experience at Victor Valley College must complete the attached form. Cross training is to be experienced at Victor Valley College. Employees who wish to cross train at another institution/corporation must request training leave.

UPWARD MOBILITY PROGRAM
Cross Training Request Form
(Complete and return to Human Resources)

Name: _____ **Date:** _____
(Print or type name)

I am requesting the opportunity to cross train in the following position/department under Article 7.1.3.8

_____ Position _____ Department

Frequency:

I plan to cross train:

- ½ Day per week
- 1 Day per week
- _____

Time Frame:

I am requesting to cross train beginning on _____
Date

and ending on _____ .
Date

_____ Employee _____ Department approval where
cross training will take place

APPENDIX C

(intentionally left blank)

APPENDIX D

SALARY SCHEDULE

CLASSIFIED STAFF Effective 7/1/09

	HAY LEVEL	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	HAY LEVEL
		Monthly Hourly	Monthly Hourly	Monthly Hourly	Monthly Hourly	Monthly Hourly	Monthly Hourly	
SIGN LANGUAGE INTERPRETER I (Clsfd Special*)	8	2,578	2,710	2,843	2,984	3,137	3,294	8
SWITCHBOARD OPERATOR	8	14.87	15.63	16.40	17.22	18.10	19.00	8
CUSTODIAN	9	2,780	2,913	3,064	3,214	3,373	3,542	9
INSTRUCTIONAL MEDIA AIDE	9	16.04	16.80	17.68	18.54	19.46	20.43	9
STUDENT DEVELOPMENT CENTER ASSISTANT	9							9
ASSOC.TEACHER-CDC	10	2,919	3,064	3,217	3,379	3,545	3,724	10
AUXILIARY SERVICES ASSISTANT	10	16.84	17.68	18.56	19.50	20.45	21.49	10
OFFICE ASSISTANT	10							10
RECYCLING TECHNICIAN	10							10
WAREHOUSE DELIVERY WORKER	10							10
ADMINISTRATIVE SECRETARY I	11	3,141	3,301	3,460	3,637	3,818	4,010	11
CLERICAL TECHNICIAN I	11	18.12	19.04	19.97	20.98	22.03	23.13	11
GROUND MAINTENANCE WORKER	11							11
HELP DESK TECHNICIAN	11							11
INSTRUCTIONAL ASSISTANT	11							11
LEAD CUSTODIAN	11							11
LEAD WAREHOUSE DELIVERY WORKER	11							11
PRINTING SERVICES TECHNICIAN	11							11
SIGN LANGUAGE INTERPRETER II (Clsfd Special*)	11							11
ACCOUNTING SPECIALIST	12	3,384	3,553	3,729	3,919	4,113	4,319	12
ACCOUNTING TECHNICIAN I	12	19.52	20.50	21.51	22.61	23.73	24.91	12
ADMISSIONS AND RECORDS TECHNICIAN	12							12
BOOK DIVISION COORDINATOR	12							12
BOOKSTORE OPERATIONS ASSISTANT	12							12
CDC FOOD SERVICES SPECIALIST	12							12
CLERICAL TECHNICIAN II	12							12
DSPS ASSISTANT/INTERPRETER	12							12
FINANCIAL AID TECHNICIAN	12							12
HUMAN RESOURCES TECHNICIAN	12							12
LABORATORY AIDE	12							12
LEAD GROUND MAINT.WORKER	12							12
LIBRARY TECHNICIAN	12							12
MAINTENANCE LOCKSMITH	12							12
MAINTENANCE TECHNICIAN	12							12
PAYROLL AND BENEFITS TECHNICIAN	12							12
PRINTING SERVICES SPECIALIST	12							12
STUDENT SERVICES SPECIALIST II	12							12
ADMIN. SECRETARY II	13	3,830	4,019	4,223	4,434	4,653	4,885	13
ADMISSIONS AND RECORDS SPECIALIST	13	22.10	23.18	24.36	25.58	26.85	28.19	13
CAMPUS POLICE OFFICER (& Reserves Specials*)	13							13

continued on page 2

HAY LEVEL	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	HAY LEVEL
	Monthly Hourly	Monthly Hourly	Monthly Hourly	Monthly Hourly	Monthly Hourly	Monthly Hourly	

continued from page 1

CAMPUS POLICE SPECIALIST	13	3,830	4,019	4,223	4,434	4,653	4,885	13
COURSE MANAGEMENT ADMINISTRATOR	13	22.10	23.18	24.36	25.58	26.85	28.19	13
CURRICULUM & SCHEDULING TECHNICIAN	13							13
ENVIRONMENTAL STUDIES SPECIALIST	13							13
INSTR'L NTWK/CMPTR MAINT TECHNICIAN	13							13
LABORATORY TECHNICIAN	13							13
M & O & FACILITIES CONST CLERICAL TECH	13							13
MAINTENANCE WORKER	13							13
NETWORK/MICROCOMPUTER TECHNICIAN	13							13
PERMIT TEACHER-CHILD DEVELOP. CTR	13							13
PLACEMENT SPECIALIST	13							13
PURCHASING TECHNICIAN	13							13
SENIOR INSTRUCTIONAL ASSISTANT	13							13
VEHICLE & EQUIP MECHANIC	13							13
ACCOUNTING TECHNICIAN II	14	4,441	4,659	4,893	5,139	5,396	5,666	14
ADMISSIONS & RECORDS SPECIALIST II	14	25.62	26.88	28.23	29.65	31.13	32.69	14
CARE SPECIALIST	14							14
CAREER PTHWYS/ORIENTATION COORDINATOR	14							14
CLASSIFIED SITE SUPERVISOR, CDC	14							14
COMMUNICATIONS SYSTEMS TECHNICIAN	14							14
COMMUNITY/CONTRACT ED COORDINATOR	14							14
CURRICULUM & SCHEDULING COORDINATOR	14							14
DEAF & HARD OF HEARING SPECIALIST	14							14
DSPS SPECIALIST	14							14
ELECTRONICS LAB SPEC	14							14
EOPS SPECIALIST	14							14
FINANCIAL AID SPECIALIST	14							14
INSTRUCTIONAL PROGRAM SPECIALIST	14							14
MEDIA SERVICES COORDINATOR	14							14
PAC COORDINATOR	14							14
PAC TECHNICIAN	14							14
PROGRAM SPECIALIST, SPCL GRANT PRGMS	14							14
RESEARCH ANALYST	14							14
UPWARD BOUND PROGRAM COORDINATOR	14							14
CALWORKS/WIA COORDINATOR	15	5,023	5,274	5,537	5,815	6,104	6,408	15
COLLEGE RECRUITER	15	28.98	30.43	31.94	33.55	35.22	36.97	15
COMMUNICATIONS SYS COORDINATOR	15							15
DATABASE ADMINISTRATOR	15							15
INSTIT'L RESEARCH COORDINATOR	15							15
LEAD MAINTENANCE WORKER	15							15
NETWORK MANAGER	15							15
SENIOR ACCOUNTING TECHNICIAN	15							15
SR. PROGRAMMER/SOFTWARE DEVELOPER	15							15
SENIOR SYSTEMS ANALYST	15							15
WEBMASTER	15							15
LEAD SYSTEMS PROGRAMMER/ANALYST	16	5,682	5,967	6,266	6,578	6,908	7,254	16
	16	32.78	34.42	36.15	37.95	39.86	41.85	16

APPENDIX E

(intentionally left blank)

APPENDIX F

CLASSIFIED EVALUATION FORM

Employee Name: _____

Classification: _____

Department/Division: _____

Evaluation period from _____ to _____

Rater/Supervisor: _____

Annual Probationary Other: _____

Rating Scale

0 Not applicable	Comments: For a rating of 1 must have comments and be addressed on the reverse side in "Performance Objectives."
1 Performance unsatisfactory-; improvement needed to meet expected standards	
2 Performance meets expected standards	
3 Performance exceeds expected standards	

Rating Scale:

0	1	2	3	Performance Factor	Comments
				Quality of Work The work is accurate, organized, neat, and thorough	
				Quantity of Work Regularly produces expected volume of work; meets deadlines, job requirements, and guidelines; uses time effectively.	
				Knowledge of Job Understands all aspects of work, possesses technical skill, is well informed and educated in performing to the level expected for the job.	
				Working Relationships/Attitude Acts in a manner that reflects courtesy, civility, and respect to all. Establishes and maintains effective working relationships.	
				Communications Communicates and presents ideas clearly and concisely orally and/or in writing.	
				Initiative Is proactive in completing job duties with limited direction from the supervisor; offers suggestions to improve work process and the environment; demonstrates commitment to self-improvement.	
				Work Habits Observes District rules and regulations; complies with District safety policies and practices; operates equipment and/or vehicles in a safe manner.	
				Attendance and Punctuality Adheres to work days and hours; demonstrates promptness and is regularly present.	
				Customer Service Is attentive and responsible to customers' needs and requests and is consistently courteous and respectful-	

Performance Objective Plan for Next Review Period

This section must be completed jointly by the employee and supervisor for a ratings of 1- on any performance factor on the evaluation. Performance objectives and plans for achieving goals should be based on discussion of evaluation and supervisor's expectation for the next review period.

Performance Objectives: Goals for further improvement in job performance during the next evaluation period to meet standards for employee's present job.	Plans for achieving objectives: Specific methods by which the employee can work toward accomplishing his or her performance objectives

Overall Performance Evaluation: <ul style="list-style-type: none"> <input type="checkbox"/> 1 Performance unsatisfactory-; improvement needed to meet expected standards <input type="checkbox"/> 2 Performance meets expected standards <input type="checkbox"/> 3 Performance exceeds expected standards

Permanent Employee Evaluation: <ul style="list-style-type: none"> <input type="checkbox"/> If the employee has an overall evaluation rating of 1 the employee will be reevaluated in 30 to 90 days.
--

It is the responsibility of the employee and supervisor to compare the job description with the duties during the evaluation process.

	Supervisor	Employee
I have reviewed the job description and duties.	<input type="checkbox"/> YES	<input type="checkbox"/> YES

This evaluation represents my best judgment of this employee's performance.

Supervisor: _____ Date: _____

This report has been discussed with me. Signing this form does not necessarily mean that I agree with all the ratings. I understand that I have the right to submit a response within 10 working days; this response will be attached to my evaluation and placed in my personnel file.

I Agree with this evaluation
 I do not agree with this evaluation

Employee signature: _____ Date: _____

APPENDIX G

LONGEVITY SCALE

Percentage of Base Salary

Beginning of Year Per Month

7.....	2.5%
8.....	3%
9.....	3.5%
10.....	4%
11.....	5%
12.....	5.5%
13.....	6%
14.....	6.5%
15.....	7%
16.....	8%
17.....	8.5%
18.....	9%
19.....	9.5%
20.....	10%
21.....	11%
22.....	11.5%
23.....	12%
24.....	12.5%
25.....	13%
26.....	15%

Note: 15% is the maximum longevity earned

APPENDIX H

IN-HOUSE PROMOTION SETTLEMENT AGREEMENT

SETTLEMENT AGREEMENT

This Settlement Agreement (hereinafter "Agreement") is entered into by and between the Victor Valley Community College District (hereinafter "District") and the California School Employees Association and its Victor Valley College Chapter No. 584 (hereinafter "CSEA").

A. WHEREAS, the District and CSEA (collectively hereinafter "the parties") had entered into a collective bargaining agreement (hereinafter "Collective Bargaining Agreement") for the period July 1, 2004 through June 30, 2007;

B. WHEREAS, Article XXI, Sections 21.1 through 21.6 of the Collective Bargaining Agreement relate to "Transfers & Reassignments and Promotions";

C. WHEREAS, Article XXI, Section 21.1 provides:

21.1 For the purpose of this Article, the following definitions shall apply:

21.1.1 A "transfer" is defined as any board action which results in the movement of a unit member from one job site to another job site but within the same classification. (For example a Secretary I moving from a dean's office to the Student Center).

21.1.2 A "reassignment" is defined as any board action which results in the movement of a bargaining unit member from one classification to an equal or lower classification. (For example, movement from a specialist to a technician classification of equal or lower salary range).

21.1.3 A "promotion" is defined as any board action in the movement of a bargaining unit member from one classification to a higher classification. (For example, an Instructional Assistant I to a Records Evaluator II).

D. WHEREAS, Article XXI, Section 21.3 provides:

21.3 **IN-HOUSE PROMOTION** - When a new position is created, or an existing position becomes vacant, current unit members who have completed their probationary employment shall be given an opportunity to apply for a transfer, reassignment or promotion to the open position prior to the position being opened up to the public.

21.3.1 The District shall notify bargaining unit members in writing when a position is open including the job site of the position. During a school recess, a bargaining unit member's vacation and/or absence, job announcements will be sent to bargaining unit members who have submitted a written request to the Office of Human

Resources. These job announcements will be sent via first class U.S. mail.

21.3.2 Any bargaining unit member wishing to be considered for the position shall so notify the District, in writing, within five (5) working days of the announcement. If the applicant has on file a completed and approved examination or its equivalent demonstrating that the minimum qualifications have been met, the applicant may request and be granted a release from further testing as a prerequisite to consideration for the position.

21.3.3 Only bargaining unit members meeting the minimum qualifications as established by the job description will be considered for reassignment.

21.3.4 The supervisor designated to oversee the open position shall have the right to deny a unit member's transfer, reassignment or promotion and request that the position be opened to all applicants (bargaining unit members and the public). The District shall select the most qualified applicant.

E. WHEREAS, Title 5 of the California Code of Regulations, section 53021 entitled "Recruitment," provides in relevant part:

- (a) Except as otherwise provided in this section, community college districts shall actively recruit from both within and outside the district work force to attract qualified applicants for all *new openings*. This shall include outreach designed to ensure that all persons, including persons from monitored groups, are provided the opportunity to seek employment with the district. The requirement of open recruitment shall apply to all new full-time and part-time openings in all job categories and classifications, including, but not limited to, faculty, classified employees . . .
- (b)(1) "In-house or promotional only" recruitment shall not be used to fill any *new opening* for any position described in subdivision (a) *except* when the position is being filled on an *interim* basis for the minimum time necessary to allow for full and open recruitment; provided however, that no interim appointment or series of interim appointments exceed one year in duration. . .
- (3) Where in-house or promotional only recruitment is permitted, the district shall comply with its established hiring procedures and all district employees shall be afforded the opportunity to apply and demonstrate that they are qualified.

- (c) For purposes of this section, a *new opening* is *not* created when:
- (1) there is a reorganization that does not result in a net increase in the number of employees;
 - (2) one or more lateral transfers are made and there is no net increase in the number of employees;
 - (3) a position which is currently occupied by an incumbent is upgraded, reclassified, or renamed without significantly altering the duties being performed by the individual;
 - ...
 - (5) the position is filled by a temporary, short-term, or substitute employee appointed pursuant to Education Code sections 87422, 87480, 87482.5(b), 88003, 88106 or 88109;

....
[emphasis added].

F. WHEREAS, in or about February 2005, based upon its belief that Article XXI conflicted with and violated Title 5 of the California Code of Regulations, section 53021, the District ceased compliance with Article XXI, Section 21.3 relating to in-house transfers, reassignments, and promotions;

G. WHEREAS, in or about February 2005 and on a continuous basis thereafter, CSEA has filed several separate Formal Level I grievances alleging that the District had failed to comply with Article XXI, Section 21.3 relating to in-house transfers, reassignments, and promotions;

H. WHEREAS, upon the District's denial of the grievances, CSEA has notified the District of its intent to proceed with arbitration in regards to at least one of the grievances relating to in-house transfers, reassignments, and promotions;

I. WHEREAS, on or about March 23, 2006 and April 26, 2006, at face-to-face meetings, the parties discussed their various positions regarding the interpretation of Title 5 of the California Code of Regulations, section 53021 in conjunction with Article XXI, Section 21.3 relating to in-house transfers, reassignments, and promotions;

J. WHEREAS, the parties have selected an arbitrator to resolve CSEA's in-house promotions grievances, in CSMCS case no. ARB. 06-0305. The matter is set for hearing on January 30, 2007, before arbitrator Michael Prihar. [The parties had previously scheduled a second day of hearing for January 31, 2007, but it was cancelled by Mr. Prihar due to his unavailability];

K. WHEREAS, on or about March 27, 2006, the District resumed compliance with Article XXI, Section 21.3 relating to in-house transfers and reassignments;

L. WHEREAS, on or about July 11, 2006, the District and CSEA entered into a formal settlement agreement, wherein the District confirmed its compliance with Article XXI, Section 21.3 relating to "in-house transfers and reassignments" only;

M. WHEREAS, the parties agree that it is in their best interests to resolve the remaining portions of the grievances, relating to "in-house promotions," without further expense or inconvenience;

NOW, THEREFORE, the District and CSEA enter into the following agreement as a full and complete settlement of the above-referenced matter relating to in-house promotions, as follows:

1. CSEA will not proceed with arbitration on its grievances relating to in-house promotions. CSEA agrees to timely notify the selected arbitrator of the parties' settlement of the in-house promotions grievances, in order to minimize or eliminate the payment of any amount of cancellation fees by either party in CSMCS case no. ARB. 06-0305.

2. The parties agree to add Section 21.1.4 to Article XXI of their Collective Bargaining Agreement as follows:

21.1.4 A "new opening" is defined as a bargaining unit position for which the District shall actively recruit within and outside the District work force. However, a new opening is not created when:

1. there is a reorganization that does not result in a net increase in the number of employees;
2. one or more lateral transfers are made and there is no net increase in the number of employees;
3. a position which is currently occupied by an incumbent is upgraded, reclassified, or renamed without significantly altering the duties being performed by the individual; and
4. the position is filled by a temporary, short-term, or substitute employee appointed pursuant to Education Code sections 87422, 87480, 87482.5(b), 88003, 88106 or 88109.

3. The parties agree to amend the relevant provisions of Section 21.3 of Article XXI of the Collective Bargaining Agreement as follows:

21.3 IN-HOUSE TRANSFERS, REASSIGNMENTS, OR PROMOTIONS

When a new position is created or an existing position becomes vacant [hereinafter collectively referred to as an "open position"], current unit members who have completed their probationary employment shall be given an opportunity to apply for a transfer, reassignment, or promotion to the open position prior to the recruitment being opened up to all applicants (bargaining unit members and the public) [hereinafter "open recruitment"].

21.3.4 The supervisor designated to oversee the open position shall have the right to deny a unit member's transfer or reassignment and request that there be an open recruitment. While an eligible unit member may apply for a promotion to a new opening prior to the open recruitment, this Article does not allow the District to consider the application of an in-house promotion applicant prior to the open recruitment. The District shall select the most qualified applicant.

Notwithstanding the above paragraph, under the limited circumstances set forth in Title 5 of the California Code of Regulations, section 53021(b)(1), the District may consider and/or appoint an in-house promotion applicant prior to the open recruitment only when the District intends to fill the position on an interim basis.

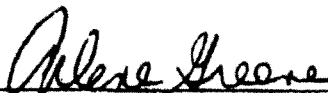
4. The parties agree that the District is not authorized to conduct in-house promotions prior to an open recruitment, except as otherwise provided for under Title 5 of the California Code of Regulations, section 53021(b)(1) (i.e. only when the position is being filled on an interim basis).
5. The parties further agree that any alleged misapplication or misinterpretation of the terms of this Agreement shall be subject to the grievance procedures pursuant to Article XVI of the parties' Collective Bargaining Agreement.
6. As of the date of this Agreement, CSEA agrees to withdraw with prejudice its grievances relating to in-house transfers, reassignments, and promotions in their entirety.
7. To the extent this Agreement conflicts with the parties' July 11, 2006, formal settlement agreement resolving CSEA's grievances relating to "in-house transfers and reassignments" [as referenced in paragraph L above], this Agreement supersedes and controls the conflicting provisions, if any. The remaining portions of the parties' July 11, 2006, formal settlement agreement will nevertheless continue to be valid.

8. The parties through their counsel of record or representatives have participated in the drafting of this Agreement. The attorneys or representatives for all parties by their signatures on this Agreement approve it as to form, and accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting parties will not be employed in any interpretation of this Agreement.

CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION AND ITS VICTOR VALLEY
COLLEGE CHAPTER NO. 584

DATED: January __, 2007


By


ARLENE GREENE, CHAPTER
PRESIDENT

VICTOR VALLEY COMMUNITY COLLEGE
DISTRICT

DATED: January 8, 2007


By


MARION BOENHEIM, B.S.D.
VICE PRESIDENT, HUMAN
RESOURCES, Authorized to Sign by Board
of Trustees

APPROVED AS TO FORM:


DATED: January 17, 2007

By


LACY GILLESPIE
Labor Relations Representative, CSEA

DATED: January 19, 2007

By


PETER J. BROWN, Esq.
LIEBERT CASSIDY WHITMORE
Attorneys for the District and the Board

