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The San Bernardino Community College District complies with all state and federal rules and regulations and does not discriminate on the basis of race, color, national origin, gender, or disability. This holds true for all District employment and opportunities. Harassment of any employee/student with regard to race, color, national origin, gender, or disability is strictly prohibited. Inquiries regarding compliance and/or grievance procedures may be directed to the District's Title IX Officer and/or Section 504/ADA Coordinator. The Title IX Officer and/or Section 504/ADA Coordinator is the Vice Chancellor, Human Resources, Department of Human Resources, 114 So. Del Rosa Drive, San Bernardino, CA, 92408, (909) 382-4041.

PREAMBLE

This is an agreement made and entered into the 1st day of July 2010, between the San Bernardino Community College District, hereinafter referred to as DISTRICT, and California School Employees Association and its Chapter #291, hereinafter referred to as ASSOCIATION. Reference to the PARTIES shall include both the DISTRICT and the ASSOCIATION.

Unless specifically addressed in this Agreement all provisions of the current collective bargaining agreement shall remain in full force and effect.

ARTICLE 1: RECOGNITION

- 1 The DISTRICT recognizes the ASSOCIATION as the exclusive representative for all classified employees except those positions identified in Appendix A.
- 1.2 Personal services contracting for all services currently or customarily performed by classified school employees to achieve cost savings is permissible, unless otherwise prohibited, when all the following conditions are met:
 - 1.2.1 The governing board or contracting agency clearly demonstrates that the proposed contract will result in actual overall cost savings to the DISTRICT provided that:
 - a. In comparing costs, there shall be included the DISTRICT'S additional cost of providing the same service as proposed by a contractor. These additional costs shall include the salaries and benefits of additional staff that would be needed and the cost of additional space, equipment, and materials needed to perform the function.
 - b. In comparing costs, there shall not be included the DISTRICT'S indirect overhead costs unless these costs can be attributed solely to the function in question and would not exist if that function was not performed by the DISTRICT. Indirect overhead costs shall mean the pro rata share of existing administrative salaries and benefits, rent, equipment costs, utilities and materials.
 - c. In comparing costs, there shall be included in the cost of a contractor providing a service any continuing DISTRICT costs that would be directly associated with the contracted function. These continuing DISTRICT costs shall include, but not be limited to, those for inspection, supervision, and monitoring.
 - 1.2.2. Proposals to contract out work shall not be approved solely on the basis that savings will result from lower contractor pay rates or benefits. Proposals to contract out work shall be eligible for approval if the contractor's wages are at the industry's level and do not undercut DISTRICT pay rates.
 - 1.2.3. The contract does not cause the displacement of DISTRICT employees. The term "displacement" includes layoff, demotion, involuntary transfer to a new classification, involuntary transfer to a new location requiring a change of residence, and time base reductions. Displacement does not include changes in shifts or days off, nor does it include reassignment to other positions within the same classification and general location or employment with the contractor, so long as wages and benefits are comparable to those paid by the school DISTRICT.
 - 1.2.4 The savings shall be large enough to ensure that they will not be eliminated by private sector and DISTRICT cost fluctuations that could normally be expected during the contracting period.
 - 1.2.5 The amount of savings clearly justifies the size and duration of the contracting agreement.
 - 1.2.6 The contract is awarded through a publicized, competitive bidding process.
 - 1.2.7 The contract includes specific provisions pertaining to the qualifications of the staff that will perform the work under the contract, as well as assurance that the contractor's hiring practices meet applicable nondiscrimination standards.
 - 1.2.8 The potential for future economic risk to the DISTRICT from potential contractor rate increases is minimal.

1.2.9 The contract is with a firm. A “firm” means a corporation, limited liability corporation, partnership, nonprofit organization, or sole proprietorship.

1.2.10 The potential economic advantage of contracting is not outweighed by the public’s interest in having a particular function performed directly by the DISTRICT.

A. Notwithstanding any other provision of this CHAPTER, personal services contracting shall also be permissible when any of the following conditions can be met:

1. The contract is for new DISTRICT functions and the Legislature has specifically mandated or authorized the performance of the work by independent contractors.
2. The services contracted are not available within DISTRICT, cannot be performed satisfactorily by DISTRICT employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the DISTRICT.
3. The services are incidental to a contract for the purchase or lease of real or personal property. Contracts under this criterion, known as “service agreements” shall include, but not be limited to, agreements to service or maintain office equipment or computers that are leased or rented.
4. The policy, administrative, or legal goals and purposes of the DISTRICT cannot be accomplished through the utilization of persons selected pursuant to the regular or ordinary hiring process. Contracts are permissible under this criterion to protect against a conflict of interest or to ensure independent and unbiased findings in cases where there is a clear need for a different, outside perspective. These contracts shall include, but not be limited to, obtaining expert witnesses in litigation.
5. The nature of work is such that the criteria for emergency appointments apply. “Emergency appointment” means an appointment made for a period not to exceed 60 working days either during an actual emergency to prevent the stoppage of public business or because of the limited duration of the work. The method of selection and the qualification standards for an emergency employee shall be determined by the DISTRICT. The frequency of appointment, length of employment, and the circumstances appropriate for the appointment of firms or individuals under emergency appointments shall be restricted so as to prevent the use of emergency appointments to circumvent the regular or ordinary hiring process.
6. The contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the DISTRICT in the location where the services are to be performed.
7. The services are of such an urgent, temporary, or occasional nature that the delay incumbent in their implementation under the DISTRICT’S regular or ordinary hiring process would frustrate their very purpose.
8. This section shall apply to personal service contracts entered into after January 1, 2003. This section shall not apply to the renewal of personal services contracts subsequent to January 1, 2003, where the contract was entered into before January 1, 2003, irrespective of whether the contract is renewed or rebid with the existing contractor or with a new contractor.

ARTICLE 2: MANAGEMENT RIGHTS

- 2.1 It is understood and agreed that the DISTRICT retains all of its powers and authority to direct, manage, and control its operation as specified by and to the full extent of the law, except as specified in this Agreement.
- 2.2 Included in, but not limited to, those duties and powers are the exclusive right to: determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; classify and reclassify; determine the number and kinds of personnel required; maintain the efficiency of DISTRICT operations; determine the curriculum; build; move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; determine the level of safety standards to comply with Federal and State requirements; and contract out work not customarily and routinely performed by bargaining unit members or where expressly forbidden by law. The DISTRICT also retains the right to hire, classify, evaluate, promote, layoff, terminate, and discipline employees.
- 2.3 The DISTRICT retains its right to amend, modify, or rescind policies and practices set forth in this Agreement in cases of emergency and to determine when an emergency exists. For the purpose of this Article, the term "emergency" shall mean a situation which could not have been reasonably foreseen and which when not acted upon might incur loss of life or limb or serious damage to property such as a natural disaster, conflagration, epidemic, or work stoppage.
- 2.4 The exercise of these powers, rights, authority, duties, and responsibilities shall be directed by the DISTRICT; the adoption of policies, rules, regulations, and practices in furtherance thereof; and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the laws of the State of California.
- 2.5 The ASSOCIATION, on behalf of its members and employees, agrees that it will not cause, encourage, participate in, or support any strike, boycotting, or work stoppage, or refuse to render services or to work at any time during the term of this Agreement. In the event of a violation of this section by the ASSOCIATION and/or the employees, the DISTRICT may, in addition to other remedies, discipline such employees up to and including discharge. Employees shall not be entitled to any benefits or wages whatsoever while they are engaged in a strike, work stoppage or other interruption of work.

ARTICLE 3: NO DISCRIMINATION

- 3.1 It is understood and agreed that neither the DISTRICT nor the ASSOCIATION shall lawfully 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 18 of this Agreement.

ARTICLE 4: DUES AND ORGANIZATIONAL SECURITY

4.1 Provisions

- 4.1.1 It is the mutual intention of the parties that the provisions of this Article protect the rights of individual unit members without restricting the ASSOCIATION'S rights to require every bargaining unit member to pay a share of the cost of collective bargaining activities.
- 4.1.2 All employees in the bargaining unit who do not maintain membership in good standing in the ASSOCIATION are required to pay service fees to the ASSOCIATION, in amounts that do not exceed the periodic dues of the ASSOCIATION, for the duration of this agreement.
 - 4.1.2.1 It is the express intention of the parties that the service fee obligation outlined herein constitutes a condition of continued employment with the DISTRICT.
- 4.1.3 No unit member shall be obligated to pay dues or service fees to the ASSOCIATION until the first of the month following 30 calendar days after the unit member first comes into the bargaining unit.

4.2 Dues and Service Fee Deductions

- 4.2.1 The ASSOCIATION has the sole and exclusive right to have employee organization membership dues and service fees deducted by the DISTRICT for unit members.
- 4.2.2 The DISTRICT shall deduct, in accordance with the ASSOCIATION dues and service fee schedule, dues, service fees or, with the ASSOCIATION'S approval, payments to charity in lieu of service fees from the wages of all unit members. Nothing contained herein shall prohibit a unit member from paying either dues or service fees directly to the ASSOCIATION.
- 4.2.3 The DISTRICT shall, without charge, pay to the ASSOCIATION within 15 days of the deduction all sums so deducted, except that the DISTRICT shall pay to the designated charity sums deducted in lieu of service fees from the wages of unit members who request for religious exemption have been approved by the ASSOCIATION pursuant to this agreement.
- 4.2.4 Along with each monthly payment to the ASSOCIATION, the DISTRICT shall without charge, furnish the ASSOCIATION with an alphabetical list of all unit members, identifying them by name, social security number, months per year in paid status and annual salary, and indicating the amount deducted, if any, and whether such deduction is for dues, service fees or charitable contributions.
- 4.2.5 The DISTRICT shall immediately notify the ASSOCIATION Chapter President or designee if any member of the bargaining unit revokes a dues, service fee, or payment in lieu of service fee deduction authorization.
- 4.2.6 The DISTRICT shall deduct and pay to the ASSOCIATION service fees for each bargaining unit member who is not an ASSOCIATION member in good standing and who is obligated to pay such fees, pursuant to this agreement, unless the ASSOCIATION notifies the DISTRICT the unit member is paying such fees directly to the ASSOCIATION. A payroll deduction authorization form shall not be required for such deduction.

4.3 Religious Exemption

- 4.3.1 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or paying service fees to employee organizations shall not be required to join, maintain membership in, or pay service fees to the ASSOCIATION as a condition of employment. However, such unit member shall be required, in lieu of a service fee required by this agreement, to pay sums equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:
- a. United Way
 - b. SBVC Foundation
 - c. CHC Foundation
 - d. Or mutually agreed to by the ASSOCIATION, Employer and bargaining unit member.
- 4.3.2 Any unit member claiming this religious exemption must file a written request for exemption with the ASSOCIATION. If the request is granted, the unit member shall, as a condition of continued exemption from the requirement of paying service fees to the ASSOCIATION furnish the ASSOCIATION with copies of receipts from the charity selected, as proof that such payments have been made, or shall authorize payroll deduction of such payments.

ARTICLE 5: RIGHTS OF ASSOCIATION AND MEMBERS

- 5.1 Nothing in this Agreement shall be construed to deny or restrict any unit member's rights provided under the Educational Employment Relations Act or other applicable State Laws and regulations. The PARTIES recognize the right of unit members to join and participate in the legal activities of the ASSOCIATION, and the alternative right of unit members not to join the ASSOCIATION and participate in such activities.
- 5.2 The ASSOCIATION shall have the following rights in addition to any rights contained in other portions of this Agreement pursuant to the following:
- 5.2.1 **ACCESS TO EMPLOYEE WORK AREA.** A reasonable number of ASSOCIATION representatives shall have the right of access to areas which employees work during non-duty hours, such as lunch and rest periods, provided there is no undue interference with DISTRICT operations.
- 5.2.2 **COMMUNICATION WITH MEMBERS.** The ASSOCIATION may use institutional bulletin boards, mailboxes, and other means of communication subject to reasonable regulations by the DISTRICT. Prior to posting on bulletin boards, a copy of the communication shall be furnished to the DISTRICT. All terms to be posted shall bear the date of posting and the name and authorization of the ASSOCIATION and shall be removed by the ASSOCIATION when applicability ceases.
- 5.2.3 **USE OF DISTRICT FACILITIES.** The ASSOCIATION has the right to use designated DISTRICT equipment, facilities, and buildings during non-duty hours, provided that advance permission is secured from a President or the Chancellor and all costs of materials are borne by the ASSOCIATION.
- 5.2.4 **PRESIDENTIAL PAID RELEASE TIME:** The President of the ASSOCIATION or designee shall be granted two hundred forty (240) hours of paid release time per school year to be used for ASSOCIATION business. The President of the ASSOCIATION will be allowed to designate bargaining unit members other than the President to use portions of this allocation.
- a. A written request must be submitted to the DISTRICT at least five (5) days in advance, when possible, prior to such release.
- b. Any hours beyond the two hundred forty (240) require approval of the DISTRICT.
- 5.2.4.1 **ANNUAL CONFERENCE DELEGATE PAID RELEASE TIME:** The ASSOCIATION shall have the right to paid release time for ASSOCIATION CHAPTER delegates to attend the ASSOCIATION annual conference. The actual number of delegates is based on the official CSEA guidelines as printed by the state office of the California School Employees Association, not to exceed seven (7) delegates.
- 5.2.4.2 **STATE-LEVEL OFFICER PAID RELEASE TIME:** The ASSOCIATION may use up to eighty (80) hours of paid release time per school year for attendance at state-level activities. This shall apply only to duly elected/appointed state-level officers who are members of the CHAPTER.
- a. The ASSOCIATION will furnish the DISTRICT with a list of elected/appointed state-level officers who are members of this CHAPTER within thirty (30) calendar days of the election/appointment.
- b. The ASSOCIATION President shall submit an official notice of ASSOCIATION-related absence in writing to the DISTRICT at least five (5) working days, when possible, prior to such release time.
- c. Any hours beyond eighty (80) hours requires approval of the DISTRICT.

- 5.2.5 **COPIES OF THE CONTRACT.** The DISTRICT agrees to provide copies of this Agreement to all unit members after the execution of re-opener and successor contract agreements. At the completion of each negotiation period the DISTRICT and ASSOCIATION will agree on a date when contract copies will be distributed. All new employees shall be provided a copy of this agreement by the DISTRICT at the time of employment.
- 5.2.6 **FINANCIAL INFORMATION.** Upon request by the ASSOCIATION, the DISTRICT shall make available to the ASSOCIATION all public documents relating to finances which are relevant to the representation of the bargaining unit, including the CCFS 311, after adoption by the Board of Trustees.
- 5.2.7 **BOARD AGENDA.** The DISTRICT shall provide the ASSOCIATION President with a printed copy of the Board Book as well as copies of the agenda prior to the meetings of the Board of Trustees.
- 5.2.8 **RELEASE TIME FOR GRIEVANCE PROCESSING.** Reasonable paid time shall be used by the ASSOCIATION for grievance investigation or preparation. An authorized ASSOCIATION officer or representative shall be released from his/her regular work duties, with pay, when grievance resolution meetings are scheduled during regular working hours.
- 5.2.9 **RELEASE TIME FOR NEGOTIATIONS PROCESSING.** The ASSOCIATION shall have the right to designate five (5) employees who shall be given reasonable time without loss of compensation to prepare for and participate in matters of employer-employee relations. No more than one (1) person from a single department shall be appointed to the negotiating team.
- 5.2.10 **RELEASE TIME FOR NEW HIRE EMPLOYEE ORIENTATION.** Reasonable paid release time shall be used by the ASSOCIATION within the 240 hours allotted for ASSOCIATION business for the purpose of presenting information on CSEA membership at new hire employee orientations.

When possible, an ASSOCIATION representative will be assigned from the site at which the orientation is to be conducted.

ARTICLE 6: HOURS OF WORK & OVERTIME

- 6.1 **WORKWEEK/WORKDAY.** The regular recurring seven (7) day workweek shall be Monday through Sunday. The regular workweek of unit members shall be forty (40) hours on five (5) consecutive days Monday through Friday, and the regular workday eight (8) hours, exclusive of lunch. These provisions do not restrict the extension of a regular workday or workweek on an overtime basis when such is necessary to carry on the business of the DISTRICT. The DISTRICT may establish a workday of less than eight (8) hours or a workweek of less than forty (40) hours for all or any of its classified positions. The DISTRICT may establish a ten (10) hour per day, forty (40) hour, four-day consecutive workweek for unit members in accordance with the provisions of Article 6.3. Each position in the unit shall have a regular minimum number of assigned hours per day, days per week, and days per year. The DISTRICT shall establish the specific hours of employment, including the beginning and ending times, for unit members at each work site.
- 6.2 The DISTRICT may change a unit member's shift, beginning and ending times, provided that it gives the unit member twenty-one (21) calendar days' notice, except in emergency circumstances. At the unit member's request, the unit member, ASSOCIATION and the DISTRICT agree to meet to discuss the reason for the proposed change. The reason for the proposed change shall not be arbitrary or capricious.
- 6.3 **ALTERNATE WORK SCHEDULE.** The DISTRICT shall notify the ASSOCIATION in writing of the intent to establish an alternate work schedule in accordance with Education Code 88040.
- 6.3.1. **4/10 SUMMER WORKWEEK.** It is the intent for all employees to participate in the 4/10 schedule during the summer. Should there be a legitimate business need to exclude a department(s) from participating in the alternate 4/10 work schedule, the District and the Association will meet to discuss the District's proposal as early as possible. Neither party shall be unreasonable in reaching a conclusion.
- (a) The DISTRICT will notify the ASSOCIATION in writing by February 1 of its intent to have the four-day, ten-hour workweek during the summer months. The ASSOCIATION shall notify the DISTRICT in writing within ten (10) working days of its intent to negotiate the beginning and ending dates, and such negotiations shall be completed no later than March 1.
- (b) Employees working less than forty (40) hours per week on a regular basis, five (5) days per week will be assigned the same number of hours per week in a four-day period; however, their assignment rights to the position will continue to be based on the total hours per week.
- (c) An employee that is assigned to work an eight (8) hour, five (5) day workweek will not be allowed to switch to the ten-hour, four-day week. However, an employee who is currently working an eight-hour, five-day workweek on the campuses will be allowed to continue in their eight-hour, five-day workweek in their present work station and take Fridays as comp time, vacation days or be assigned to work elsewhere.
- 6.4 For the purpose of computing the number of hours worked, time during which the unit member is excused from work because of holidays, sick leave, vacation, compensated time off, or other paid leaves of absence, shall be considered as time worked by the unit member; provisions of the Fair Labors Standards Act (hereinafter FLSA) shall be applied.
- 6.5 **LUNCH PERIODS.** Unit members on duty for four (4) consecutive hours or more shall be entitled to a duty-free lunch period. All unit members who are assigned a daily work schedule of six (6) hours or more shall be required to take a lunch period, unless it is mutually agreed otherwise.

The lunch period shall not be less than thirty (30) minutes nor more than sixty (60) minutes and the DISTRICT shall schedule lunch at or about the midpoint of a full-time unit member's workday.

6.6 **REST PERIODS.** Unit members whose regular work schedule is between three (3) and six (6) hours per day shall receive one (1) 15-minute rest period per day. Unit members whose regular work schedule is in excess of six (6) hours shall receive two (2) 15-minute rest periods per day. For each ten (10) hour shift, a unit member shall be entitled to two (2) twenty (20) minute paid breaks. The rest periods shall be designated by the immediate supervisor as near the midpoint of each pre-lunch and post-lunch work period as practicable, to accommodate the needs and efficiency of the DISTRICT. Unit members whose regular work schedule is three (3) hours or less shall not be afforded a rest period. Rest periods are duty free, a part of the regular workday, and shall be compensated at the regular rate of pay.

6.7 **OVERTIME**

6.7.1 Overtime includes any time required to be worked in excess of eight (8) hours in any one (1) workday, or any time required to be worked in excess of ten (10) hours in any one (1) workday during a four (4) ten (10) work schedule, or any time in excess of forty (40) hours in any seven (7) consecutive day work period or calendar week. The DISTRICT shall provide either compensation or compensatory time off as determined by the unit member at a rate equal to one and one-half (1-1/2) times the regular rate of pay for the unit member. The DISTRICT will advise the unit member with the reason why compensation or compensatory time off is given. This decision shall not be arbitrary or capricious. Provisions for compensatory time off shall be governed by Section 6.8.

6.7.2 The workweek for any unit member having an average workday of four (4) hours or more during the week shall consist of no more than five (5) consecutive working days. Such unit member shall be compensated for any work directed by the DISTRICT to be performed on the sixth (6th) and seventh (7th) day at a rate equal to one and one-half (1 ½) times the regular rate of pay of the unit member. Any unit member having an average workday of less than four (4) hours per day during a workweek shall, for any work required to be performed on the seventh (7th) day be compensated at a rate equal to one and one-half (1 ½) times the regular rate of pay of such unit member.

6.7.3 The authorization of any overtime shall rest with the DISTRICT management and any and all overtime must receive prior approval from the immediate supervisor. Unit members shall not be paid for unauthorized overtime. Where the assignment of overtime would constitute an undue hardship on the unit member and the unit member objects, the supervisor shall attempt to identify other qualified unit members desirous of working overtime before directing such unit member to work overtime. If no unit member elects to work overtime, the overtime distribution shall be in accordance with 6.9 Overtime Distribution.

Scheduling of a unit member by their supervisor, that puts the unit member in overtime status, shall constitute authorization of that overtime.

6.7.4 All overtime earned under contract must be paid no later than the next available pay period.

6.7.5 The calculation of the regular rate of pay for overtime purposes shall include the monthly rate of pay as determined under Section 7.1 plus one-twelfth (1/12) of any earned long service recognition pursuant to Article 11.

6.8 **COMPENSATORY TIME OFF**

6.8.1 All overtime for which compensatory time is granted must be reported monthly to the payroll office on the regular classified report form. The DISTRICT shall total the number of hours of compensatory time off for each unit member on or about September 1 of a given year. The DISTRICT shall pay unit members in cash for all accumulated compensatory time accrued as of this date. Such payment is to be based on the unit member's rate of pay at the time compensatory time off was earned.

6.8.2 Compensatory time off shall be granted at the rate of 1.5 times the number of overtime hours worked.

6.9 **OVERTIME DISTRIBUTION**

6.9.1 Overtime work shall be assigned as equally as is practical among qualified unit members in the same classification and department, taking into consideration the nature of the work to be performed and the needs of the DISTRICT. Assignment of overtime shall not be arbitrary or capricious.

When there are two or more employees in the same classification and department, overtime shall be offered in the following order of priority:

1. On a rotational basis, based on seniority, determined by hire date, among those employees in the same classification and department who normally perform the work involved.
2. When no employee elects to work the overtime, assignment shall be based on inverse order of seniority.

ARTICLE 7: PAY AND ALLOWANCES

- 7.1 **RATE OF PAY.** The rate of pay for classifications within the classified bargaining unit is set forth on the Classified Salary Schedule contained in Appendix C herein.
- 7.2 **SHIFT DIFFERENTIAL**
- 7.2.1 **TWILIGHT SHIFT.** The regular assigned working hours on at least three (3) days of the normal five (5) day workweek go beyond 5:30 p.m. Alternate work schedules such as 4/10 and 9/80 are excluded from receiving a twilight differential. The DISTRICT shall pay a shift differential at the rate of one and one-half (1½) percent of a unit member's regular salary for twilight shift.
- 7.2.2 **SWING SHIFT.** The regular assigned working hours, on at least three (3) days of the normal five (5) day workweek, go beyond 7:30 p.m. The DISTRICT shall pay a shift differential at the rate of two and one-half (2 ½) percent of the unit member's regular salary for swing shift.
- 7.2.3 **GRAVEYARD.** The regular assigned working hours, on at least three (3) days of the normal five (5) day workweek, go beyond 3:00 a.m. The DISTRICT shall pay a shift differential at the rate of five (5) percent of the regular salary for graveyard shift.
- 7.2.4 **SPLIT SHIFT.** The regular assigned working hours are split by a break of two (2) or more hours on at least three (3) days of the normal five (5) day workweek. The DISTRICT shall pay a shift differential at the rate of two and one-half (2 ½) percent of the unit member's regular salary for split shift.
- 7.2.5 **SPLIT SHIFT and SWING SHIFT.** Unit members must be concurrently working a SPLIT SHIFT and a SWING SHIFT in accordance with the provisions of a SPLIT SHIFT and a SWING SHIFT. The DISTRICT shall pay a shift differential at the rate of five (5) percent of the unit member's regular salary for split shift and swing shift.
- 7.2.6 **SPLIT SHIFT and GRAVEYARD SHIFT.** Unit members must be concurrently working a SPLIT SHIFT and a GRAVEYARD SHIFT in accordance with the provisions of a SPLIT SHIFT and a GRAVEYARD SHIFT. The DISTRICT shall pay a shift differential at the rate of seven and one-half (7 ½) percent of the unit member's regular salary for SPLIT SHIFT AND GRAVEYARD SHIFT.
- 7.3 **STIPENDS**
- 7.3.1 The District will pay a bilingual stipend of \$50.00 per month for each foreign language an employee is required to verbally translate.
- 7.3.2 The District reserves the right to designate the locations in which employees are eligible to receive a bilingual stipend and to determine the competency examination method and content used to identify employees who qualify for the stipend. See Appendix K.
- 7.3.2.1 Employees who desire to receive the bilingual stipend shall apply to take the competency examination selected by the District. The examination shall be offered annually in March. The eligibility pool list will be provided to the Association during April of each year. Those employees achieving a score of 80% or higher shall be placed in an eligibility pool. Once an employee has been placed in the eligibility pool, he/she shall remain eligible for the remainder of his/her employment with the District without further examinations required.
- 7.3.2.2 In the event that more than one individual is qualified within a designated area, the criteria for assignment will be; (a) proximity to the area(s) of service within the

Department designated by the District; (b) shift availability; (c) initial date of hire with the District in the classified bargaining unit.

7.3.2.3 Once identified, such employee(s) shall receive the stipend for a minimum of two (2) years unless he/she notifies the District and Association in writing that he/she chooses to discontinue such service. Thereafter, the stipend will no longer be paid beginning with the first available payroll period after notification.

7.3.2.4 After the two (2) year period, the District shall offer the stipend to the next employee in the eligibility pool based on the criteria listed in 7.3.2.2 above and assuming there are other employees in the eligibility pool. Such practice will continue bi-annually thereafter.

7.3.2.5 Employee(s) receiving the stipend shall continue to receive the stipend even if he/she is administratively transferred to a different assignment/location due to reorganization during the two (2) year period.

7.3.2.6 As the bilingual stipend is a negotiated benefit available to employees in the classified bargaining unit, eligible employees shall be offered the opportunity to provide such service and be paid the stipend prior to permitting and/or requiring any other employee outside the bargaining unit to provide such service regardless of whether such employee receives additional compensation or not.

7.3.3 The District will pay a biliterate stipend of \$50.00 per month for each foreign language an employee is required to translate in writing or written material.

7.3.3.1 Those classifications and/or positions requiring the use of a second language(s) will be established on an as needed/limited basis and shall be periodically reviewed.

7.3.3.2 The stipend shall be established for assignment to a position designed by the District as requiring the ability to communicate written materials.

7.3.3.3 The District will notify the Association when a job classification and/or position will received the biliterate stipend.

7.3.3.4 The biliterate stipend will be for translation and/or interpretation written material only of a foreign language.

7.4 **PAYCHECKS.** All payroll warrants of unit members within the unit shall be itemized to include all deductions, subject to payroll procedures of the County Superintendent of Schools.

7.5 **FREQUENCY.** All unit members shall be paid once per month payable on the last working day of the month. The DISTRICT shall not be responsible for delays or errors caused by instrumentalities beyond its control, including the Office of the County Superintendent of Schools or the U.S. Mail.

7.6 **SPECIAL PAYMENTS.** Any payroll adjustment due a unit member as a result of working out of class, re-computation of hours, or other reasons other than procedural errors shall be made by a supplemental check issued not later than the next regular pay period.

7.6.1 **PAYROLL ERRORS.** Payroll error includes any adjustment which affects the employee's net pay. Whenever it is determined, an error has been made in the wages of an employee, the party identifying the error shall notify the other party in writing as soon as possible. Following such notification, the error shall be corrected within five (5) workdays. In the event of an underpayment to the employee, the DISTRICT will provide the employee with a statement of the correction and payment within five (5) workdays.

In the event of an overpayment to the employee, the employee will be given a reasonable opportunity to meet with DISTRICT representatives to discuss the error. In the event that the DISTRICT and the employee do not mutually agree to a repayment schedule, the DISTRICT will deduct a portion of the employee's wages (not to exceed 10% of the monthly net salary) in subsequent months until the DISTRICT is fully reimbursed. An exception to the 10% deduction restriction shall be made when the employee's employment in the DISTRICT is in the process of being or has been terminated or the full 10% deduction would cause undue hardship on the employee.

In the event of any underpayment for which a correction must be made shall not be for more than (3) three years.

7.7 **PROMOTION.** Unit members granted a promotion shall be given a five percent (5%) salary increase over their present salary and shall be placed on the step of the range of their new classification which most nearly corresponds to the five percent (5%) increase but not less than such increase. If, however, the five percent (5%) increase exceeds Step E on the range of the new classification, the unit member shall be placed on Step E. The anniversary date for all unit members granted a promotion shall be the effective date of promotion. If a unit member is eligible for a step increase in their old classification within ninety (90) days of the effective date of the promotion, such step increase shall be used for purposes of computing five percent (5%) promotional salary increase.

7.7.1 **INITIAL PLACEMENT PROMOTED EMPLOYEES:** A promoted employee's previous experience may warrant a higher placement, which in no case exceeds Step C unless the provisions of Article 7.7 apply. Employees placed on Step A of the salary schedule will be advanced to Step B on the first of the month following six (6) complete months of service. Employees who are initially placed on any step other than Step A will be advanced to the next step on the first of the month following twelve (12) complete months of service. All advancements thereafter will be on a yearly basis.

7.7.2 **INITIAL PLACEMENT NEW EMPLOYEES:** New employees are placed on Step A of the salary schedule unless previous experience warrants a higher placement, which in no case exceeds Step C. Employees placed on Step A of the salary schedule will be advanced to Step B on the first of the month following six (6) complete months of service. Employees who are initially placed on any step other than Step A will be advanced to the next step on the first of the month following twelve (12) complete months of service. All advancements thereafter will be on a yearly basis.

7.8 **MILEAGE.** Unit members who are pre-authorized in writing by the DISTRICT'S Human Resources Department to use their vehicles on DISTRICT business shall be reimbursed for all miles required by the DISTRICT to be driven in the performance of assigned duties at a rate established by Board Policy for all DISTRICT employees.

7.9 **FOOD ALLOWANCE.** All unit members employed in the cafeteria shall be entitled to one (1) full meal during the working day for the price of 55 cents, and a beverage and light snack at no cost during the morning and afternoon breaks.

7.10 **MINIMUM CALL BACK TIME.** Any unit member called back from off campus to perform services outside his regular hours shall receive a minimum compensation of three (3) hours for such services. This section shall not apply where such services are performed immediately preceding or succeeding the unit member's regular hours.

7.11 **WORKING OUT OF CLASS.** Any unit member required to work out of classification for five (5) or more working days within a fifteen (15) calendar day period shall have his/her salary adjusted upward beginning with the first working day in the higher classification. A unit member required to work out of class shall receive five percent (5%) salary increase unless the increase exceeds

Step E of the higher classification, in which case the unit member shall be paid at Step E. Working out of class assignments shall be limited to six (6) months unless the period is extended by mutual agreement by the DISTRICT and the ASSOCIATION.

- 7.12 **MEALS AND LODGING REIMBURSEMENT.** The DISTRICT shall reimburse unit members for the reasonable cost of meals and lodging in accordance with Board Policy, where the unit member is on authorized DISTRICT business requiring him/her to spend the night away from home.
- 7.13 **IN-SERVICE TRAINING.** The DISTRICT shall continue to support and provide an in-service training program. An ad hoc advisory committee established by the DISTRICT and including ASSOCIATION representatives shall continue to study training needs and recommend in-service programs. DISTRICT approved in-service training shall take place during regular working hours at no loss of pay or benefits to employees.
- 7.14 The salary of a unit member taking a voluntary demotion shall be Step E of the new range unless Step E results in a salary increase over the unit member's old classification. In such case, the unit member shall be placed on the highest step in the new classification which would not result in a salary increase over the unit member's old classification. (See Article 15.3.6)
- 7.15 The DISTRICT agrees to initiate tax-deferred status for PERS for all bargaining unit members in the PERS Retirement System.
- 7.16 **ENROLLMENT FEES. EMPLOYEE.** The DISTRICT shall reimburse permanent bargaining unit members employed at least twenty (20) hours per week with one (1) year of service for credit courses, excluding community service courses, successfully completed with a grade of "C" or better at either of the two (2) DISTRICT campuses provided all of the following conditions are satisfied:
- 7.16.1 All classes must be taken outside of the regular scheduled working hours of the employee.
- 7.16.2 Only those classes offered by either of the two (2) DISTRICT campuses shall qualify for fee reimbursement.
- 7.16.3 To qualify for enrollment fee reimbursement, an employee must present verification of successful completion of the course and out-of-pocket expense for enrollment fee(s) only.
- 7.16.4 Enrollment fee reimbursement shall be limited to the current enrollment fee per semester for each employee.
- 7.16.5 All courses for which a classified employee seeks tuition reimbursement must have prior approval by their immediate supervisor and the Chancellor. If the request by the immediate supervisor is denied, it may be appealed to the President/Vice Chancellor, Fiscal Services.
- 7.16.6 **REIMBURSEMENT.** Classified employees on the classified employee salary schedule shall be eligible for eighty percent (80%) tuition cost reimbursement for courses completed outside of the DISTRICT with a grade of "C" or better which pertain to their classified position. Such reimbursement shall be actual costs not to exceed eighteen (18) semester units of coursework per year. However, no tuition cost paid by the DISTRICT is to exceed on a per unit basis cost of similar coursework at the University of California.

Only full-time classified employees who have completed their probationary period as a classified employee shall be eligible for this benefit.

All courses for which a classified employee seeks tuition reimbursement must have prior approval by their line manager and the Chancellor. If the request by the line manager is denied, it may be appealed to the President/Vice Chancellor, Fiscal Services.

- 7.17 **ENROLLMENT FEES. BENEFIT ELIGIBLE DEPENDENTS.** The DISTRICT shall reimburse benefit eligible dependents of bargaining unit members employed at least twenty hours (20) per week with one year of service for credit courses, excluding community service courses, successfully completed with a grade of "C" or better at either of the two (2) DISTRICT campuses provided all of the following conditions are satisfied:

7.17.1 Only those classes offered by either of the two (2) DISTRICT campuses shall qualify for fee reimbursement.

7.17.2 To qualify for enrollment fee reimbursement, the employee or benefit eligible dependent must present verification of successful completion of the course and out-of-pocket expense for enrollment fee(s) only.

7.17.3 Enrollment fee reimbursement shall be limited to the current enrollment fee(s) per semester for each employee and their eligible dependents.

7.17.4 Definition of Benefit Eligible Dependent includes a spouse, registered domestic partner or child. (1) Child up to age 19; (2) Child between age 19-25 if they attend school full-time (9+ units) or are more than fifty percent (50%) financially dependent and are not married and reside with parent or are away at college. (3) Disabled children over age 19.

- 7.18 During the term of this Agreement the parties agree to meet annually to review the annual allocation of \$75,000 to determine if adjustments are needed.

- 7.19 **GOLD CARD.** When a unit member retires from the DISTRICT with at least fifteen (15) years of service, he/she shall receive the existing DISTRICT "Gold Card" package available at the time of retirement. The "Gold Card" package permits the retiree to enjoy certain free privileges in the DISTRICT at the colleges. The Gold Card package shall contain a waiver of normal fees for regularly scheduled athletic events in the District and normal fees exclusive of all meal charges for regularly scheduled cultural events such as lecture series.

- 7.20 **ON CALL.** "On Call" is not overtime and is defined as requiring a unit member to significantly restrict off work activities such as remaining at home or within a specific distance from the worksite.

Unit members required in writing and in advance to be on call by telephone, pager, fax or cellular phone shall be compensated for the time they are on call. A unit member without advance written authorization shall not be compensated. On call periods in excess of eight (8) hours require the advance written approval of the College President, the Chancellor or designee.

Compensation shall be awarded on a straight time, hour-for-hour basis in minimum half-hour increments. The unit member's work hours may be adjusted to account for on call time or may be carried as compensatory time off with supervisor's approval.

A unit member placed on call who does not respond to calls within 15 minutes shall not be compensated. Lack of response without reasonable justification may be subject to discipline.

Unit members not subject to restrictions as described above may be called for consultation or advice without compensation.

Unit members actually called back to work shall be compensated per Article 7.10 minimum call back time.

ARTICLE 8: EMPLOYEE EXPENSES AND MATERIALS

- 8.1 **UNIFORMS.** The DISTRICT shall pay the full cost of the purchase, lease, or rental of uniforms, equipment, identification badges, emblems, and cards required by the DISTRICT to be worn or used by unit members.
- 8.2 **PHYSICAL EXAMINATIONS.** The DISTRICT shall reimburse unit members for the cost, if any, of a physical examination required as a condition of continued employment under Section 88021 of the Education Code.

ARTICLE 9: LAYOFF AND REEMPLOYMENT

- 9.1 **NOTICE OF LAYOFF.** Upon the decision of the Board of Trustees to reduce the number of bargaining unit employee(s) in the classified service of the DISTRICT, the DISTRICT shall send written notice of layoff to the affected employee(s) and the ASSOCIATION not less than forty-five (45) days prior to the effective date of layoff. This notice of layoff shall be sent by certified mail, return receipt requested, or delivered in person to the affected bargaining unit employee(s) by the DISTRICT. Affected bargaining unit employee(s) shall be informed of the reason for layoff, his/her displacement rights, if any, and reemployment rights with copies of the letters provided to the ASSOCIATION.
- 9.2 **ORDER OF LAYOFF**
- 9.2.1 The DISTRICT shall determine the specific positions to be discontinued.
- 9.2.2 The order of layoff of unit employees shall be determined by length of service. The employee, who has been employed the shortest time in the affected classification, including time employed in a higher classification, shall be laid off first.
- 9.2.3 For purposes of this section, "length of service" means date of employment in the regular classified service. Seniority within a classification shall be calculated by length of service within a classification, plus higher classification(s) in which the employee is serving or has served. For the purpose of this section, a higher classification is any classification in a higher salary range. A unit member who is voluntarily transferred laterally to a new classification shall retain seniority in the prior classification. A unit member who is voluntarily transferred laterally and/or voluntarily demoted to a new classification shall accrue seniority in the new classification.
- 9.3 **BUMPING RIGHTS.** Bargaining unit employees who are subject to layoff shall exercise bumping rights into an equal or lower classification in which the employee has served based on seniority.
- 9.4 **OPTIONAL TRANSFER IN LIEU OF LAYOFF.** Bargaining unit employees upon mutual agreement may be transferred to vacant positions provided they are qualified or can be trained to fill the vacancy.
- 9.5 **LAYOFF IN LIEU OF BUMPING.** A unit member may elect layoff in lieu of bumping rights and maintain his/her reemployment rights under this Agreement.
- 9.6 **EQUAL SENIORITY.** If two (2) or more unit employees subject to layoff have equal seniority within the classification, priority shall be given to the unit employee with the greater overall DISTRICT seniority; if that be equal, determination shall be made by lot.
- 9.7 **REEMPLOYMENT PROCEDURES.**
- 9.7.1 A unit employee who is laid off shall be placed on a thirty-nine (39) month reemployment list. The unit employee shall be required to maintain his/her current address on file with the Human Resources Office.
- 9.7.2 If, during a unit employee's eligibility period for reemployment, a classification becomes vacant to which the employee has a return privilege, the DISTRICT shall send written notice offering reemployment by certified mail, return receipt requested, or telegram to the last known address of such unit employee(s). A copy of this written notice shall be sent to the ASSOCIATION.
- 9.7.3 A unit employee who receives such notice of reemployment and fails to respond in writing within ten (10) working days shall be deemed to have rejected the offer of reemployment.

- 9.7.4 If the unit employee in a layoff status accepts the position being offered, the unit employee shall have up to thirty (30) calendar days from the postmark date of the notice to report to work. This does not preclude a unit employee from returning to work in fewer than thirty (30) calendar days. Failure to report to work within the thirty (30) calendar days shall be considered a rejection of the offer of reemployment.
- 9.7.5 A unit member rejecting an offer of reemployment under the conditions set forth under 9.7.3 or 9.7.4 above, on three (3) occasions shall have his/her name permanently removed from the reemployment list. This does not include offers of reemployment that do not restore the employee to the level of pay and status previously held at the time of layoff.
- 9.7.6 A unit member reemployed after being laid off shall be fully restored to his/her classification with all rights to permanent status. Service credit and benefits shall not accrue during the period of layoff.
- 9.8 **VOLUNTARY DEMOTION OR VOLUNTARY REDUCTION OF HOURS.** Unit employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the employee's option, returned to a position in their former classification or to a position with increased assigned time as vacancies become available, and with no time limit, except that they shall be ranked in accordance with their seniority on any valid reemployment list. The salary of a unit member taking a voluntary demotion shall be the lesser of his/her old salary or Step E of the new range.
- 9.9 **SENIORITY ROSTER.** The DISTRICT shall maintain an updated seniority roster indicating each employee's classification seniority and hire date seniority. Such rosters shall be available to the ASSOCIATION annually in December or prior to layoff.
- 9.10 **REEMPLOYMENT.** Unit employees shall be reemployed in the highest rated job classification available in accordance with their classification seniority. Unit members, in order to be appointed to a lower position, must be qualified for that position. Unit employees who accept a position lower than their highest classification shall retain their original thirty-nine (39) month rights to the higher paid position.
- 9.11 The PARTIES agree to meet and negotiate the impact of such layoff on those matters within the scope of representation.

ARTICLE 10: HEALTH & WELFARE BENEFITS

10.1 **HEALTH & WELFARE BENEFITS.** The DISTRICT shall provide a to each unit member and their eligible family members health and welfare benefits. Health and welfare benefits are defined as medical, dental, vision, chiropractic, life insurance, and employee assistance program (EAP).

Individual unit members may select among plans as outlined in Appendix J.

During the life of the agreement the DISTRICT shall fully fund the least expensive medical/dental/vision/chiropractic/life insurance/EAP package for each unit member who works twenty (20) or more hours per week on a regular basis. Individual unit members who elect to enroll in more expensive health and welfare packages shall be responsible for the difference in cost between the least expensive medical package and the package selected by the individual through payroll deductions.

The DISTRICT and the ASSOCIATION must agree to any proposed changes in benefits and/or plans. In addition, the ASSOCIATION retains the right to negotiate the out of pocket cost to unit members.

10.2 **HEALTH & WELFARE COMMITTEE.** The DISTRICT will establish a standing health and welfare committee. The ASSOCIATION will designate three (3) of the members on the committee. The purpose of the committee is to monitor costs and recommend changes. The committee's recommendations are non-binding on the bargaining unit.

10.3 **"OPT OUT" OPTION (MEDICAL ONLY).** Individual unit members who provide proof of other medical coverage may decline enrollment in a medical plan with the DISTRICT based on the following:

1. This option is available on a first-come, first-serve basis.
2. No more than 10% of members of any plan may elect this option.
3. An annual amount of \$3,000 shall be paid to members who opt out of medical coverage. This will be paid in 12 equal payments.
4. Any member who elects this option shall not be eligible for medical coverage until the next open enrollment period unless a qualifying event occurs.
5. Any savings generated under this section shall be used to help offset current/future insurance costs for the DISTRICT and employees.

10.4 **FINANCIAL HARDSHIP CLAUSE.** Notwithstanding other provisions of the collective bargaining agreement regarding re-opener language, the DISTRICT and the ASSOCIATION agree to re-open this Article during the term of this agreement in the event of a financial hardship as declared by the DISTRICT or the ASSOCIATION. The DISTRICT and/or the ASSOCIATION will notify the other in writing and provide the supporting documentation to show impending hardship. Upon receipt of this information, the DISTRICT and the ASSOCIATION agree to schedule negotiations within ten (10) working days. The DISTRICT and the ASSOCIATION agree that the District's contribution per employee per medical/dental/vision/chiropractic/life insurance EAP package will at no time decrease below the amount equivalent to the least expensive medical/dental/vision/chiropractic/life insurance/EAP package at the time the District claims financial hardship.

ARTICLE 11: LONG SERVICE RECOGNITION

<u>Completed Years of Service with the District</u>	<u>Amount of Stipend</u>
5-10	\$500
11-15	\$650
16-20	\$800
21-25	\$950
26-30	\$1100
31-35	\$1250
36 and over	\$1400

- 11.1 **INITIAL PAYMENT.** The first long service payment will be made in December of the first year following five (5) complete years of employment.
- 11.2 **PAYMENT.** The amount of long service pay will be available to the unit members no later than December 15, and only to those actually employed on November 30, except upon retirement in which case the long service payment will be in proportion to the fraction of the year worked. Payment will be by a check separate from the unit member's monthly paycheck. A "separate check fee" charge, up to two dollars (\$2.00) per check will be paid by the DISTRICT. If the fee is over two dollars (\$2.00) the unit member will pay the additional cost, not to exceed two dollars (\$2.00). If the total "separate check fee" is over four dollars (\$4.00), this section will be renegotiated. The payment will be taxed at the long service recognition amount.
- 11.3 **ELIGIBILITY.** In order to be eligible for long service pay, a unit member must qualify for inclusion in the retirement program, i.e. must be employed half time or more.

ARTICLE 12: HOLIDAYS

- 12.1 **HOLIDAYS.** The DISTRICT shall provide for the following scheduled paid holidays: See Appendix L.

Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Friday following Thanksgiving
Winter Break (Five days from December 25 – December 31)*
New Year's Day
Dr. Martin Luther King Jr. Day
Lincoln's Day
Washington's Day
Memorial Day

*Winter Break was established to incorporate: Day in lieu of shopping day, fall semester recess period, and day in lieu of Admissions Day.

Prior to January 1, 2011, the employee's birthday is to be included as an additional holiday. The day must be taken on a day within the month that the birthday falls; otherwise this holiday will be forfeited.

Effective January 1, 2011, the employee's birthday is to be included as an additional holiday. The day must be scheduled with prior reasonable notification and must be mutually agreed upon between the employee and the supervisor.

- 12.2 **LESS THAN FIVE (5) WORKWEEK.** Unit members who work less than a five (5) day week shall receive their normal pay for any of the above scheduled holidays provided it falls on a normal workday. If said holiday falls on other than the normal workday, the unit member shall receive holiday pay or time off equivalent to the total regularly scheduled weekly hours divided by five (5) provided he/she is in paid status on the day immediately preceding or succeeding the holiday. Said holiday time off shall be scheduled with approval of the immediate supervisor.
- 12.3 **ADDITIONAL HOLIDAYS.** Unit members shall be entitled to such additional holidays, other than those in Article 12.1 as are mandated by the United States President, the Governor, or the Governing Board under Section 88203 of the Education Code.
- 12.4 **HOLIDAY COMPENSATION.** A unit member required to work on any holiday shall be paid compensation or granted compensatory time off, at the rate of one and one-half (1 ½) times his/her regular pay in addition to the regular pay received for the holiday.
- 12.5 **HOLIDAY ELIGIBILITY.** A unit member must be in paid status during the workday immediately preceding or succeeding the holiday in order to be eligible to receive holiday pay.

ARTICLE 13: EVALUATION PROCEDURE

- 13.1 The term "evaluation" as used in Section 2 through 8 of this Article means a formal written evaluation on the appropriate form prescribed by the DISTRICT. (Appendix B)
- 13.2 The DISTRICT shall evaluate all unit members on permanent status once every two (2) years during the month of April, except in emergency circumstances. The annual evaluation for employees obtaining permanent status prior to January 1, will be conducted in the current school year. The annual evaluation for employees obtaining permanent status subsequent to January 1, will be conducted in the following school year.
- 13.3 Unit members on probationary status shall be evaluated no less than two (2) times during the probationary period on or about the third (3rd) and the sixth (6th) month from the initial date of hire. The probationary period for unit members shall be nine (9) months from the date of hire or appointment to a new classification.
- Effective July 1, 2010, per Post Requirements, every College Police Officer employed by the DISTRICT shall be required to serve in a probationary status for twelve (12) months from the date appointed to the position.
- 13.4 The evaluator shall be the unit member's immediate supervisor, unless otherwise designated by the DISTRICT. However, the evaluator will never be an outside contractor, vendor or consultant.
- 13.5 The evaluation shall be signed by the evaluator and the unit member being evaluated. The unit member's signature signifies only that the unit member has read the document, has been given a copy, and has been given the opportunity of attaching a written response which shall become part of the permanent record. Unit members have five (5) working days to file a written response to his/her evaluation.
- 13.6 No evaluation of a unit member shall be placed in the unit member's personnel file without an opportunity for discussion between the unit member and the evaluator. A negative evaluation shall include specific recommendations for improvement. The unit member shall have the right to review any evaluation during working hours provided that such reviews are limited to a reasonable period or periods of time.
- 13.7 The DISTRICT retains its prerogative to make additional evaluations as it deems necessary.
- 13.8 The substance of any evaluation, including the observations, opinions, and conclusions of the evaluator, shall not be subject to the grievance procedure. The evaluation procedure as provided hereinabove shall be grievable.

ARTICLE 14: LEAVES

- 14.1 **BEREAVEMENT LEAVE.** Unit members shall be entitled to a paid leave of absence, not to exceed three (3) days, or five (5) days if travel out-of-state or a round trip of over 500 miles is required, on account of the death of any member of his/her immediate family. Member of the immediate family means mother, father, grandparent, or grandchild of the unit member or the spouse/registered domestic partner of the unit member, and the spouse/registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, or sister-in-law of the unit member or any relative living in the immediate household of the unit member. Absences due to bereavement leave should be recorded on the member's work report.
- 14.2 **JUDICIAL LEAVE.** Unit members called for mandatory jury duty, or as a subpoenaed witness as an employee of the DISTRICT, or as a litigant on behalf of the DISTRICT, during working hours, shall be entitled to paid leave in the amount of the difference between the unit member's regular earnings and the amount of fees received as a juror, subpoenaed witness as an employee of the DISTRICT, or litigant on behalf of the DISTRICT, excluding allowances for meals, mileage, or parking. Absences due to judicial leave should be recorded on the member's work report.
- 14.2.1 A unit member's jury duty hours plus the hours from court to work plus any workday shift assignment for that day should not exceed nor be less than the unit member's regularly assigned number of work hours for that day. The DISTRICT shall assess any unusual work shift on an individual basis, taking into consideration what is reasonable under the circumstances giving due respect to the needs of the DISTRICT and the health and welfare of the unit member.
- 14.2.2 Unit members called for jury duty, or as a subpoenaed witness as an employee of the DISTRICT, or as a litigant on behalf of the DISTRICT, shall notice the DISTRICT as soon as possible upon receipt of the summons. The DISTRICT will require unit members absent on jury duty, or as a subpoenaed witness as an employee of the DISTRICT, or as a litigant on behalf of the DISTRICT, to submit verification from the court indicating the reporting and release times.
- 14.3 **MILITARY LEAVE.** A unit member shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave. Request for such military leave shall be made in writing and verified by a copy of the military orders requiring military duty. Absences due to military leave should be recorded on the member's work report.
- 14.4 **SICK LEAVE.** Members of the bargaining unit employed by the DISTRICT five (5) days per week with full pay for a fiscal year shall be entitled to twelve (12) days leave of absence for illness or injury, exclusive of days they are not required to render to the DISTRICT. Day, as used in this Article, means the employee's regularly assigned workday, exclusive of overtime. Absences due to sick leave should be recorded on the member's work report.
- 14.4.1 Members of the bargaining unit, employed five (5) days a week, who are employed for less than a full fiscal year are entitled that proportion of twelve (12) days leave of absence for illness or injury as the number of months he/she is employed bears to twelve (12). Members of the bargaining unit employed less than five (5) days per week or forty (40) hours per week shall be entitled, for a fiscal year of service, to that proportion of twelve (12) days leave of absence for illness or injury as the number of days or hours he/she is employed per week bears to five (5) days or forty (40) hours.
- 14.4.2 Pay for any day of such absence shall be the same as the pay which would have been received had the unit member served during the day of illness.

- 14.4.3 At the beginning of each fiscal year, the full amount of sick leave granted under this section shall be credited to each 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, a new unit member of the DISTRICT shall not be eligible to take more than six (6) days, or the proportionate amount to which they may be eligible under this section, until the first day of the calendar month after completion of six (6) months of active service with the DISTRICT.
- 14.4.4 Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from are, for all job related purposes, temporary disabilities and shall be treated as a condition of illness. Eligible employees are entitled to receive compensation at their regular rate of pay charged against credited sick leave for the workdays missed during the period of disability, provided that Human Resources receives a medical status report from the attending physician.
- 14.4.5 If a member of the bargaining unit does not take the full amount of leave allowed in any year, the amount not taken shall be accumulated from year to year.
- 14.4.6 Members of the bargaining unit absent due to surgery, serious injury or illness for more than five (5) consecutive assigned workdays shall be required to submit a medical release from a physician to Human Resources prior to being permitted to return to work. A member absent for more than five (5) workdays shall notify Human Resources of his/her approximate return date.
- 14.4.7 Members of the bargaining unit may be required to submit to medical examinations, at the DISTRICT'S expense, at the discretion of the DISTRICT.
- 14.4.8 A unit member who has been employed by some other school DISTRICT for a period of one (1) calendar year or more, and who terminates such employment for the sole purpose of accepting a position in this DISTRICT and has not been terminated by an action initiated by the employer for cause, and who subsequently accepts within one (1) year of such termination, a position with the DISTRICT, shall upon request have transferred with him/her all of the unused accumulated sick leave.
- 14.4.9 The DISTRICT may cancel all sick leave rights or accumulations when a unit member severs all official employment connection with the DISTRICT and all accumulated sick leave may be transferred pursuant to the provisions in Section 88202 of the Education Code. A unit member who has any sick leave benefits earned but unused on the date of retirement may have those converted to retirement credit if appropriate in accordance with applicable law.
- Upon retirement, if sick leave cannot be used for retirement credit, sick leave will be converted to vacation days as follows:
- a. A ratio of five (5) sick days (40 hours) to 1 vacation day (8 hours). Unit members working less than full-time shall be pro-rated accordingly.
 - b. Only days earned while employed for the SBCCD are eligible for conversion benefits.
 - c. Only employees who have rendered five (5) years or more of unbroken service to the SBCCD are eligible for conversion benefits.
 - d. The maximum number of vacation days which may be converted shall not exceed the number of days the retiring unit member earns annually under the provisions of Article 19, Section 19.1.2.
- 14.4.10 After exhaustion of all paid sick leave, accumulated compensating time, vacation or other available paid leave, the amount deducted from a member's salary shall not exceed the sum which is actually paid a substitute employee employed to fill his/her position during

his/her absence up to five (5) months from the first day of absence. The five (5) month period shall commence on the first day of absence.

14.4.11 Unit members who have given forty-eight (48) hours notice and have been released for a doctor or dental appointment have the option to work an extended day or to utilize sick leave. The additional hours constituting an extended day shall be equal to the period of time that the employee was absent, but not in no event shall exceed two (2) hours.

14.4.12 Sick leave shall be taken in increments of not less than one-quarter (1/4) hour.

14.4.13 A unit member shall contact his/her immediate supervisor, or their designee, as soon as the need to be absent is known or at the beginning of the work shift. This does not apply where the unit member cannot reasonably provide the notification. The unit member shall inform his/her immediate supervisor, or their designee as to the expected date of return. Required documentation shall be submitted to Human Resources. Absences extending more than five work days are subject to the provisions in section 14.4.6.

14.4.14 The DISTRICT may require a unit member to provide to Human Resources written verification of illness or injury by a licensed physician for any absence that exceeds five (5) workdays for which entitlement to sick leave is claimed under this Article and reported on the employee absence form. The verification shall include a statement that the unit member is able to perform his/her duties without restriction. The verification shall also include the date upon which the member is released to full duties

14.4.15 **SICK LEAVE STATUS REPORT.** All unit members will be issued an individual status report on accrued sick leave quarterly.

14.4.16 When all available leaves of absence, paid or unpaid, have been exhausted, the unit member shall be placed on a reemployment list for a period of thirty-nine (39) months.

14.5 **INDUSTRIAL ACCIDENT AND ILLNESS LEAVE.** Absences due to Industrial leave should be recorded on the member's work report. Unit members shall be entitled to industrial accident and illness leave in accordance with current Education Code and the following provisions.

14.5.1 A unit member suffering an injury or illness arising out of, and in the course, of his/her employment, shall be entitled to a leave of sixty (60) working days in any one fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.

14.5.2 Payment for wages on any day shall not, when added to an award granted the unit member under the Worker's Compensation laws of this State, exceed the normal wage for the day. During all paid leaves of absence, whether industrial accident leave as provided in this section, sick leave, vacation, compensated time off or other available leave provided by law or the action of the Board of Trustees, the unit member may endorse to the DISTRICT wage loss benefit checks received under the Worker's Compensation laws of this State. In the absence of such endorsement, the DISTRICT shall pay the difference between the wage loss benefit check and any entitlement the employee may have.

14.5.3 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation or other paid leave will then be used. If however, a unit member is still receiving Worker's Compensation benefits at the time of the exhaustion of benefits under this Section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave, which,

when added to the Worker's Compensation award, provides for a day's pay at the regular rate of pay.

- 14.5.4 When all available leaves of absence, paid or unpaid, have been exhausted, the unit member shall be placed on a reemployment list for a period of thirty-nine (39) months.
- 14.5.5 Leave under this Section shall commence on the first day of absence. The DISTRICT may select the examining physician and require a physician's report as verification of illness or injury due to industrial accident or illness.
- 14.5.6 Any unit member receiving benefits as a result of this Section shall, during periods of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the State.
- 14.5.7 In order to be eligible for leave under this Section, a unit member must have served as an employee of the DISTRICT continually for a period of nine (9) months.
- 14.6 **PERSONAL NECESSITY LEAVE.** Absences due to personal necessity leave should be recorded on the member's work report. Any days of leave of absence for illness or injury under Section 14.4 of this Agreement may be used by a unit member, at his/her election in cases of personal necessity, including, but not limited to any of the following:
- a. Death of a member of his/her immediate family.
 - b. Accident involving his/her person or property, or the person or property of a member of his/her immediate family.
 - c. Appearance in court as a litigant, party or witness under subpoena or any order made with jurisdiction. If the unit member receives payment for this appearance, such payment will be forfeited to the DISTRICT.
 - d. A serious illness of a member of the family.
 - e. Such other reasons approved by the DISTRICT.

No earned leave in excess of seven (7) days may be used in any school year for leave under this Section. Under no circumstances shall leave be available for purposes of recreation of any kind, engaging in other employment of any kind, including direct or indirect self-employment, social events, vacation, any concerted refusal to work, pursuit of other business, financial or economic interests of the employee, or any illegal activity. For purposes of this Section, members of the immediate family means the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse/registered domestic partner of the employee, and the spouse/registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law of the employee, or any relative living in the immediate household of the employee.

- 14.7 **UNAUTHORIZED LEAVE.** Absences due to unauthorized leave should be recorded on the member's work report. Any unit member absent without being on approved leave shall have deducted from his/her salary the appropriate amount covering such period. The DISTRICT reserves the right to take any appropriate disciplinary action against such unit member. Failure to notify the DISTRICT of the anticipated absence prior to the commencement of the unit member's shift may constitute unauthorized leave.
- 14.8 **BREAK IN SERVICE.** No absence under any paid leave provisions of this Article shall be considered as a break in service for any unit member who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence.
- 14.9 **ADDITIONAL LEAVE.** The DISTRICT may grant, in addition to the leaves set forth hereinabove, such additional leaves of absence, with or without pay, for such purposes and periods of time as it deems advisable.

14.10 **AUTHORIZED LEAVE VERIFICATION.** Prior or subsequent to approval of any paid leave, the DISTRICT may require a unit member to furnish a doctor's certificate, affidavit or other documentation, on forms prescribed by the DISTRICT, as verification of illness or other reason for authorized leave. Verification may be required when the DISTRICT has reason to question the validity or any request for approved leave.

14.11 **PARENTAL LEAVE AND FAMILY CARE.** Absences due to Parental Leave and Family Care should be recorded on the member's work report.

14.11.1 **PARENTAL LEAVE/BONDING.** The DISTRICT will allow the use of paid sick leave for parental leave/bonding up to a period of twelve (12) weeks within the first six (6) months following the birth or adoption of a child

14.11.2 **FAMILY CARE.** The DISTRICT will allow the use of paid sick leave for family care leave for care of a disabled or seriously ill immediate family member for a period of up to twelve (12) weeks.

14.11.3 Leave under this section are subject to the following provisions:

- (a) The unit member must have served as an employee of the DISTRICT continuously for a period of one (1) year.
- (b) Sections 14.11.1 or 14.11.2 individually or in combination may not exceed a total of twelve (12) weeks in any twelve (12) month period.
- (c) Upon exhaustion of sick leave, an employee may utilize difference in pay up to completion of the twelve-week period.
- (d) During this leave, the DISTRICT will continue benefit coverage, sick leave and seniority will accrue, and pension contributions will be made by both DISTRICT and employee.
- (e) For purposes of this Article, members of the immediate family means the mother, father, grandmother, grandfather or a grandchild of the employee or of the spouse of the employee, and the spouse/registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law of the employee or any other individual whose legal residence is in the immediate household of the employee.

14.12 **STATE AND FEDERAL LEAVE LAWS.** Family Medical Leave Act (FMLA), California Family Rights Act (CFRA), and Pregnancy Disability Act (PDA) benefits are available to classified employees as entitled under current state and federal law. Upon request, the DISTRICT shall provide the employee a copy of their rights and benefits.

All Federal and State Leave benefits will be calculated for eligibility and use on a 12 month basis.

- (a) In cases of non-pregnancy related illness, FMLA and CFRA will apply and run concurrent with Sick Leave (Article 14.4)
- (b) In cases of pregnancy related illness, FMLA and PDA will apply and run concurrent with Sick Leave (Article 14.4).
- (c) In cases of family care, FMLA and CFRA will apply and run concurrent with Parental Leave and Family Care (Article 14.11).

14.13 **Catastrophic Illness Leave.** The purpose of this program is to permit employees with a catastrophic injury or illness to solicit individual donations of sick leave and/or vacation and/or comp time leave from fellow employees.

All requests submitted to the Vice Chancellor of Human Resources are handled with confidentiality and upheld throughout the process. The District will make every effort to protect the identity and privacy of the catastrophic illness leave recipient.

14.13.1 Definition of Catastrophic Leave: The intent of this program is to permit employees to donate eligible leave credits to an employee when that employee or a member of his or her family suffers from a catastrophic illness or injury. For purposes of this Article a catastrophic illness or injury is defined as one which is expected to incapacitate the employee or a member of his/her family for an extended period of at least forty-five (45) or more calendar days or is, according to competent medical evidence catastrophic, likely to incapacitate the employee or family member or be characterized as terminal.

A catastrophic leave donation request may be initiated immediately, using the process defined below, at the moment the need is known. However, Catastrophic Leave will not begin until all leaves have been exhausted as defined in this Article.

For purposes of this Section, "family" means the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse/registered domestic partner of the employee, and the spouse/registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law of the employee, or any relative living in the immediate household of the employee.

14.13.2 Recipient Requirements

The recipient

- (a) Is a regular, non-probationary bargaining unit member who has exhausted all accrued paid leave credits, including sick leave, vacation and comp time.
- (b) Is incapacitated/absent for an extended period of time no less than 45 calendar days.
- (c) Is incapacitated during assigned time. For example in the case of 10 or 11-month employee only assigned time will be considered.
- (d) May use donated time in partial day increments.
- (e) May initially request not more than sixty (60) days. A unit member may request an additional sixty (60) days by filing an additional request.
- (f) Requests for donated leave credits in writing to Human Resources. A fellow employee, supervisor, family member, Human Resources, or the Recipient's medical provider may request Catastrophic Leave benefits on behalf of the Recipient.
- (g) Must include with the request, a written statement from the medical provider, which verifies catastrophic illness or injury of the Recipient or the Recipient's immediate family member as defined in 14.12.1.
- (h) Must use all donated leave within a twelve (12) consecutive month period following the donations. If the Recipient returns to work and has a reoccurrence of the same or related catastrophic injury or illness, after using any accrued vacation or sick leave, previously donated leave days may be used if time remains available, within the same twelve (12) month period.

The Vice Chancellor of Human Resources or designee shall evaluate all requests for catastrophic leave and shall have authority for granting leave in accordance with this Article. Pledged donated leaves can be used only for the specified catastrophic injury or illness. A different catastrophic injury or illness must be handled as a separate second incident. If the District has reasonable cause to believe there is abuse of the catastrophic leave policy by an employee, the District may require additional medical verification from a physician selected by the District at District expense.

Human Resources will notify District employees in writing of the need for donations of catastrophic leave credits and collect all signed pledge forms. Human Resources will notify Payroll of donated hours. Payroll will deduct donated hours from the donor and credit donated hours to the recipient. Human Resources and Payroll will keep a record of all donated leave credits.

If Recipient's request for catastrophic leave is denied, the Recipient or Recipient's agent or Association may request a review of the reason(s) for denial. If the denial is upheld the employee or Association may appeal the decision to the Chancellor. If the denial is upheld at the Chancellor level, the decision is not subject to the grievance process.

The maximum amount of time in which donated leave credits may be used shall be twelve (12) consecutive months.

14.13.3 Donor Requirements

Unit members may donate leave credits to an eligible classified, confidential, management or academic employee under the following conditions:

- (a) Donors may volunteer no more than 50% of their accrued sick and/or vacation and/or comp time. Donors must have accrued no less than 120 hours of leave credits prior to donation.
- (b) Employees wishing to donate catastrophic leave credits must donate credits in writing on a signed, District authorized pledge form, distributed by Human Resources
- (c) The minimum amount of donated leave credits shall be eight (8) hours initially, and in one-hour increments thereafter.
- (d) The donor understands that donation of catastrophic leave credits is voluntary.
- (e) Donations may be made by eligible classified, confidential, management or academic employees.
- (f) Leave donations are irrevocable. Once you donate, it is gone forever. Unused leave credits will not be credited back to the donor.
- (g) Donated leave is charged on an hour-for-hour basis.
- (h) Employees voluntarily participating in this program shall hold the District and CSEA harmless for any and all disputes arising out of this provision.

14.13.4 Termination of Catastrophic Illness Leave

Catastrophic leave ends when:

- (a) The need for leave no longer exists, due to change in health status.
- (b) The 12-month eligibility period expires.
- (c) The recipient terminates employment with the District.

ARTICLE 15: VACANCIES, TRANSFERS, VOLUNTARY DEMOTIONS, IN HOUSE OR PROMOTIONAL ONLY RECRUITMENTS

- 15.1 **POSTING OF VACANCIES.** Notice of all job vacancies within the bargaining unit shall be posted on the District employment bulletin boards at currently designated posting locations. Closed transfer and "In-House or Promotional Only" recruitment notices shall be sent out to all unit members in a timely manner.
- 15.1.1 The job vacancy notice shall remain posted for a period of ten (10) full working days, during which time unit members may file for the vacancy.
- 15.1.2 **NOTICE CONTENTS.** The job vacancy notice shall include: the job title, a brief description of the position and duties, the minimum qualifications required for the position, the assigned job site, the number of hours per week, and months per year assigned to the position, the salary range, and the deadline for filing to fill the vacancy.
- 15.1.3 **FILING.** Any unit member may file for the vacancy by submitting written notice to the Human Resources Office within the filing period. Any unit member on leave or vacation may authorize his/her job representative to file on the unit member's behalf.
- 15.1.4 **NOTIFICATION.** Unit members who apply for transfer, voluntary demotions, or "In-House or Promotional Only" recruitments shall be notified in writing whether they were or were not selected.
- 15.2 **INVOLUNTARY TRANSFERS.** Transfer of bargaining unit members may be initiated by the administration at any time whenever such transfer is in the best interest of the DISTRICT as determined by the administration. The unit member transferred shall be given seven (7) days notice, absent emergency circumstance. If requested by the unit member, a conference will be held between the appropriate administrator and the unit member in order to discuss the reasons for the transfer. A transfer under this section shall be considered permanent. Therefore, no additional probationary period shall be required.
- 15.3 **VOLUNTARY TRANSFERS.** For purposes of this section the term transfer shall mean a lateral movement within the job classification from one (1) work position or station to another work position or station in the DISTRICT.
- 15.3.1 Permanent unit members are eligible to apply for a voluntary transfer if he/she is presently within the same classification, has previously served in that classification in the DISTRICT, or is applying for a voluntary demotion.
- 15.3.2 Requests from regular unit members seeking transfers shall be considered by the selecting administrator. Considerations shall include hire date, seniority within the present classification of the employee, skills, abilities, job performance, suitability, and requirements of the vacant position.
- 15.3.3 Where the application(s) for voluntary transfer, voluntary demotion, or "In-House or Promotional Only" recruitment is not granted, the vacancy will be announced publicly.
- 15.3.4 A mutual transfer may be accomplished between two (2) unit members of classifications in which both are qualified. A mutual transfer must be made upon agreements of both supervisors and with the concurrence of the President(s) and/or Chancellor.
- 15.3.5 An approved transfer resulting from the request of a unit member shall be considered permanent. Therefore, no additional probationary period shall be required.
- 15.3.6 **VOLUNTARY DEMOTIONS.** A permanent unit member transferring within the classification or taking a voluntary demotion shall retain his/her old anniversary date and

seniority rights. Unit members requesting a voluntary demotion to a lower classification shall be given preference over other applicants with equal or lesser qualifications.

If the position from which a unit member took a demotional transfer is again vacant, that unit member will be given preference over other applicants with equal or lesser qualifications in filling the former position. This section shall be superseded by the provisions in Article 9, Layoff and Reemployment when applicable. (See Article 7.14)

- 15.4 **“IN-HOUSE OR PROMOTIONAL ONLY” RECRUITMENTS.** "In-House or Promotional Only" recruitment shall be used (1) when the position is being filled on an interim basis for the minimum time necessary to allow for full and open recruitment which shall not exceed one (1) year; (2) when there is a reorganization that does not result in a net increase in the number of employees; (3) when there is a closed transfer. For the purposes of this section, a closed transfer is defined as one or more lateral transfers when there is no net increase in the number of employees;

15.4.1 Any unit member may apply concurrently on an “In House or Promotional Only” basis for any position announced under the voluntary transfer policy. Such application will not be considered until voluntary transfer and voluntary demotion applicants have been reviewed. A selection process, as outlined in Section 53021 of the California Code of Regulations and Education Code 87100, will be used to address any “In House or Promotional Only” requests.

- 15.5 **MEDICAL TRANSFERS.** The DISTRICT may assign a unit member to another position in cases where the unit member is medically unable to assume his/her regular duties.

- 15.6 **SUBSTITUTE EMPLOYEES.** The DISTRICT may employ a substitute employee pursuant to Education Code 88003 to replace any classified employee who is temporarily absent from duty.

If the DISTRICT is engaged in recruiting a permanent employee to fill a vacancy in any classified position, the Governing Board may fill the vacancy through such employment for not more than sixty (60) calendar days.

ARTICLE 16: PERSONNEL

- 16.1 **CLASSIFICATION.** The DISTRICT may create new classifications and fix duties, responsibilities, and assignments for such classifications, or reclassify or abolish positions as long as any such action is not inconsistent with other provisions in this Article or Agreement. Except by mutual agreement, the DISTRICT shall notify the ASSOCIATION in writing ten (10) working days prior to the board calendaring of an agenda item of any new classification or the abolition of a classification. Upon receipt by the ASSOCIATION of the DISTRICT'S written notice, the ASSOCIATION shall notify the DISTRICT in writing within ten (10) working days, its intent to negotiate the classification, titles, or abolition of the classification.
- 16.1.2 The District will notify CSEA in writing within five (5) working days, notice of reorganization of classified position(s) at the colleges or district sites. Upon receipt by the ASSOCIATION of the DISTRICT'S written notice, the ASSOCIATION shall notify the DISTRICT in writing within five (5) working days, its intent to negotiate effects of such reorganization.
- 16.2 **PERSONNEL FILES.** The personnel file of each unit member shall be maintained at a single location determined by the DISTRICT. No disciplinary action based upon written materials shall be taken against a unit member unless such written materials are included in the unit member's personnel file.
- 16.2.1 Any supervisor or other administrator who writes and places into the personnel file a written evaluation, other than the regular employee evaluation as defined in Article 13, or memorandum relating to a unit member's job performance shall sign and date such evaluation memorandum. The unit member shall be provided with copies of any derogatory written material five (5) workdays before it is placed in the personnel file. During this five-day period, the unit member shall be given an opportunity during normal working hours to initial and date the material and to prepare a written response to such material. The written response shall be attached to the material.
- 16.2.2 Unit members may review material in their personnel files which serve as a basis for affecting the status of their employment, except the following material shall not be available for inspection: (1) Ratings, reports, or records which were obtained prior to employment of the unit member; (2) Material prepared by identifiable examination committee members; or (3) Materials obtained in connection with a promotional examination.
- 16.2.3 Unit members shall have the right to inspect the contents of their personnel files upon request, provided the request is made at a time when such person is not actually required to render services to the DISTRICT.
- 16.2.4 The DISTRICT shall maintain a log within each unit member's personnel file indicating the persons (other than employees in the Human Resources Office) who have examined the file and the date of such examination. The log and the unit member's personnel file shall also be available to the appropriate CSEA representative with written authorization of the unit member where disciplinary action is pending against, or a grievance has been filed by the unit member. Such examination by the employee or CSEA representative shall conform to the parameters set forth under Section 16.2.2.
- 16.2.5 Upon written authorization of the unit member, an ASSOCIATION representative may review the unit member's permanent personnel file. An ASSOCIATION representative may accompany any unit member in the review of that member's file.

16.3 REQUEST FOR RECLASSIFICATION

- 16.3.1 Requests for consideration of position reclassification shall be made on the appropriate forms obtained from the Office of Human Resources and on the District website:
- 16.3.1.1 Requests for reclassification may be submitted by a unit member at any time during the life of the Agreement..
 - 16.3.1.2 The Reclassification Committee shall consist of Vice Chancellor, Human Resources & Employee Relations or designee and CSEA Labor Relations Representative/Chapter President or designee.
 - 16.3.1.3 Upon completion of the appropriate forms a unit member shall submit the reclassification request to the Office of Human Resources.
 - 16.3.1.4 The Office of Human Resources shall date stamp the request prior to submitting the request to a unit member's immediate supervisor, while keeping a copy on file. Within ten (10) working days, Human Resources will notify employee, with a copy to the supervisor, that the request has been received.
 - 16.3.1.5 A unit member's immediate supervisor must complete his/her portion of the request and return it to the Office of Human Resources within fifteen (15) working days.
 - 16.3.1.6 A unit member may request a personal interview with the Reclassification Committee.
 - 16.3.1.7 The process for review of the request and submission of the recommendations by the committee to the Chancellor shall be accomplished within sixty (60) working days from receipt of supervisors review.
 - 16.3.1.8 If the Reclassification Committee disagrees, each member of the committee shall submit a position statement with their rationale to the Chancellor within fifteen (15) working days. The Chancellor shall consider the request within thirty (30) working days, and if granted, the reclassification shall be submitted to the Board of Trustees for approval.
 - 16.3.1.9 If the reclassification is denied by the Reclassification Committee or the Chancellor, the unit member has the right to appeal in writing to the Chancellor within fifteen (15) working days of the committee's finding. The Chancellor shall notify the unit member and the Reclassification Committee in writing within thirty (30) working days of his/her decision and rationale. The Chancellor's decision shall be final.
- 16.3.2 When a position is reclassified, the incumbent in the position shall be entitled to serve in the new position.
- 16.3.3 Salary of Position Reclassification
The salary of a unit member in a position that is reclassified shall be determined as follows:

16.3.3.1 If a position is reclassified to a classification having the same salary range (reclassification - lateral), the salary and anniversary date of the unit member shall not change.

16.3.3.2 If a position is reclassified to a classification having a higher salary range (reclassification - upward), the unit member shall be placed on the appropriate salary range of their new classification which would result in no less than a five (5%) percent increase over the current salary, except if the new placement is at Step E. The anniversary date of the unit member shall be the date on which the reclassification request was submitted.

16.3.4 Placement in Classification and Range

16.3.4.1 Every bargaining unit member shall be placed in a classification and range in the classified service.

16.3.5 Classification and Compensation Studies

16.3.5.1 The District and the Association shall review each classification within the bargaining unit at least once within a five (5) year period.

16.3.5.2 The District and the Association shall mutually agree on the compensation and classification study process.

16.3.5.3 Salary range adjustments shall be negotiated.

16.3.6 Classification and Reclassification Requirements

16.3.6.1 Position classification and reclassification shall be subject to mutual agreement between the District and the Association.

16.3.7 Either party may propose a reclassification for any position at any time during the life of the Agreement.

ARTICLE 17: DISCIPLINE

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ARTICLE 18: GRIEVANCE PROCEDURE

- 18.1 A "grievance" is a formal written allegation, on the prescribed DISTRICT form, by a unit member alleging a violation of this Agreement.
- 18.2 A "grievant" is a unit member, unit members, or the ASSOCIATION.
- 18.3 A "day" is any day in which the central administrative office of the San Bernardino Community College DISTRICT is open for business.
- 18.4 The "immediate supervisor" is the lowest level supervisor having immediate jurisdiction over the grievant and who has been designated to adjust grievances.
- 18.5 **INFORMAL LEVEL.** A unit member's grievance must be submitted orally in an informal conference with the unit member's immediate supervisor within twenty (20) days after the act or omission giving rise to the grievance, or twenty (20) days after the unit member, through the exercise of reasonable diligence, should have had knowledge of the act or omission that have gave rise to the grievance. At the time of the conference, the unit member may be accompanied by another unit member.
- 18.6 **FORMAL LEVEL - STEP 1.** If the alleged grievance is not resolved at the informal conference, the grievant must within five (5) days after the informal conference, present his/her grievance in writing to his/her immediate supervisor. This statement shall be a clear, concise statement of the grievance, the decision rendered at the informal conference and the specific sections of the Agreement allegedly violated, misapplied, misinterpreted and the specific remedy sought. A grievance may include more than one (1) unit member provided the issue is the same.
- The supervisor shall communicate his/her decision to the unit member in writing within five (5) days after receipt of the written grievance.
- 18.7 **STEP 2.** In the event the grievant is not satisfied with the decision rendered by the supervisor, he/she may appeal the decision to the Chancellor or his/her designee within five (5) days after receipt of the supervisor's decision. This statement must include a copy of the original grievance, the decision rendered by the immediate supervisor, and the reason for the appeal. The Chancellor, or his/her designee, will communicate a decision in writing within ten (10) days after receipt of the appeal.
- 18.8 **STEP 3.** If the grievant is not satisfied with the decision of the Chancellor or his/her designee, the grievant may (with the approval of the ASSOCIATION) within fifteen (15) days, submit a request in writing to the Chancellor for binding arbitration of the dispute.
- 18.8.1 The ASSOCIATION and the DISTRICT shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request the State Conciliation Service to supply a list of five (5) names. Each PARTY shall alternately strike a name from the list until only one (1) name remains. The remaining person shall be the arbitrator. The order of the striking shall be determined by lot.
- 18.8.2 The fees and expenses of the arbitrator shall be borne equally between the DISTRICT and the ASSOCIATION. All other expenses shall be borne by the party incurring them. The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue(s) submitted that shall be binding on the grievant, the ASSOCIATION and the DISTRICT. If the PARTIES cannot agree upon a submission agreement, the arbitrator shall determine the issue(s) by referring to the written grievance and the answer thereto at each step.

- 18.8.3 The Arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement or the written policies, rules, regulations and procedures of the DISTRICT.
- 18.8.4 The Arbitrator shall submit his/her findings not later than twenty (20) days from the date of the close of the hearings or from the date the final statements and proofs are submitted to him/her. The arbitrator's findings of fact will be in writing and set forth his/her reasoning and decision on the issue(s) submitted.
- 18.9 **REPRESENTATION.** A unit member shall have the right to present grievances in accordance with these procedures with or without the intervention of the ASSOCIATION.
- 18.10 **ASSOCIATION NOTIFICATION.** In any instance where the ASSOCIATION is not represented in a grievance, the ASSOCIATION shall be notified of the intended disposition of the grievance ten (10) days prior to final action by the DISTRICT. The ASSOCIATION may respond in writing within the ten (10) day period.
- 18.11 **WAIVER.** The failure of the grievant to act within the prescribed time limits stated in this Article will act as a waiver of the grievance.
- 18.12 **DENIAL AND APPEAL.** The failure of the DISTRICT to issue a decision within the time limit at any step shall be deemed a denial and permit the grievant to proceed to the next step.
- 18.13 **SEPARATE GRIEVANCE FILE.** All documents, communications and records, dealing with the processing of a grievance shall be filed in a separate grievance file. Such materials may be placed in a unit member's personnel file in cases where the document, communication or record may be relevant to a disciplinary matter.
- 18.14 **STATUS OF PARTIES PENDING OUTCOME.** As to matters related to the procedures of this Section, the DISTRICT'S action shall remain in effect pending the final outcome of the grievance.

ARTICLE 19: VACATIONS

- 19.1 **ACCUMULATION:** Unit members shall accrue annual vacation at the regular rate of pay earned at the time the vacation is commenced as follows:
- 19.1.1 The first day of the month following the date of initial employment is considered the day and month in determining vacation entitlement.
- 19.1.2 Full time unit members shall earn vacation at the rate of eight (8) hours per month during the first four (4) years of employment, at the rate of ten (10) hours per month beginning with the fifth year through the tenth year, at the rate of twelve (12) hours per month beginning with the eleventh year through the fifteenth year, and at the rate of fourteen (14) hours per month beginning with the sixteenth year of employment. Unit members working less than full-time shall earn vacation on a pro rata basis of the above. (See 19.10 for calculation.)
- A total of one (1) additional vacation day will be earned effective with the 20th year of service.
A total of one (1) additional vacation day will be earned effective with the 25th year of service.
- 19.2 **PARTIAL MONTHS.** Vacation earned by full time unit members for partial months worked will be prorated. Except for partial month of initial employment, vacation earned by full time unit members for a partial month worked will be prorated as follows:
- | | |
|-------------------|-------------------------------|
| Less than 1 week | 25% of a month's entitlement |
| 1 week to 2 weeks | 50% of a month's entitlement |
| More than 2 weeks | 100% of a month's entitlement |
- 19.3 **INITIAL SIX MONTHS:** Earned vacation shall not become a vested right and available to be taken until completion of the initial six (6) months of employment.
- 19.4 **RESIGNATION AND RETIREMENT.** Upon termination, a unit member shall be entitled to all unused vacation pay earned and accumulated up to the time of termination. A full time unit member who has worked a full year but resigns effective June 30 must take earned vacation time during the last working days in June.
- 19.5 **CONSECUTIVE FISCAL YEAR.** Vacations earned in two (2) different fiscal years may be combined and taken at one time if it does not exceed the maximum vacation entitlement of the most recent complete fiscal year. There must be a period of at least two (2) months of actual performance on the job between vacations that were earned in two (2) fiscal years, unless otherwise approved by the DISTRICT.
- 19.6 **VACATION SCHEDULING.** All earned vacation must be taken prior to December 31 of the year following the fiscal year in which it was earned.
- 19.7 **PRIOR APPROVAL.** All vacations must be approved in advance by the unit member's immediate supervisor and shall be taken at a time which is least disruptive of DISTRICT operations. A unit member's request for vacation must be responded to and answered by the immediate supervisor within ten (10) days of its receipt. If the request is denied, a reason for denial in writing shall be provided to the unit member. This decision shall not be arbitrary or capricious and every effort will be made by the District to accommodate a unit member's request to take vacation.
- 19.8 **UNAUTHORIZED ABSENCE.** Any unit member absent without being on approved vacation leave shall have deducted from his/her salary the appropriate amount covering such period. The

DISTRICT reserves the right to take any appropriate disciplinary action against such unit member, including termination.

19.9 **VACATION INTERRUPTION.** A permanent unit member may interrupt or terminate his regular vacation leave in case of illness, and use sick leave before continuing regular leave or returning to work, subject to the following requirements:

19.9.1 The unit member must notify the DISTRICT Human Resources Office and/or his/her supervisor of the interruption or termination of his/her vacation prior to use of sick leave.

19.9.2 The DISTRICT Human Resources Office and/or the supervisor shall notify the unit member if he/she may continue his/her vacation leave, after use of sick leave, or if he/she must report to his/her normally assigned work.

19.9.3 Upon returning to the regularly assigned work, the unit member must furnish a doctor's medical certificate verifying the illness or injury which interrupted or terminated his/her vacation.

19.10 **VACATION ACCRUAL FORMULA.** Vacation for unit members shall be computed on an hourly basis, 173 hours being equal to one (1) full-month of employment.

Months Worked	0-4 Years	5-10 Years	11-15 Years	16-19 Years	20 Years	25 Yrs & Over
173 Hours	8 hrs	10 hrs	12 hrs	14 hrs	14 ² / ₃	15 ¹ / ₃
346	16	20	24	28	29 ¹ / ₃	30 ² / ₃
519	24	30	36	42	44	46
692	32	40	48	56	58 ² / ₃	61 ¹ / ₃
865	40	50	60	70	73 ¹ / ₃	76 ² / ₃
1038	48	60	72	84	88	92
1211	56	70	84	98	102 ² / ₃	107 ¹ / ₃
1384	64	80	96	112	117 ¹ / ₃	122 ² / ₃
1557	72	90	108	126	132	136
1730	80	100	120	140	146 ² / ₃	153 ¹ / ₃
1903	88	110	132	154	161 ¹ / ₃	168 ² / ₃
2076	96	120	144	168	176	184

19.10.1 Vacations earned for partial months shall be as follows:

Less than 40 hours	25% of a month's entitlement
40 hours to 80 hours	50% of a month's entitlement
80 hours or more	100% of a month's entitlement

19.10.2 Vacation benefits earned must be taken before December 31 of the fiscal year following that in which they were earned.

19.11 **VACATION PAY.** Vacation pay shall be based upon the unit member's salary at the time the vacation is taken.

19.12 **VACATION PAY UPON TERMINATION.** Upon termination a unit member shall be entitled to all unused vacation pay earned and accumulated up to the time of termination.

19.13 **STATUS REPORT ON VACATION.** All unit members will be issued an individual status report of vacation entitlement quarterly.

ARTICLE 20: HEALTH SERVICE, CONTINUATION AFTER RETIREMENT

- 20.1 **HEALTH COVERAGE AFTER RETIREMENT.** Any unit member who chooses early retirement or disability will continue to be eligible, if permitted by the carrier, to participate in one of the existing hospitalization/medical plan benefits pursuant to the provisions of Article 10, with the least expensive hospitalization/medical plan paid by the DISTRICT until age 65. Retirees shall be responsible for any additional cost in the event they select a more expensive hospitalization/medical plan. Coverage after retirement is subject to the following conditions:
- 20.2 **DISABILITY RETIREMENT.** To be eligible for health coverage while on Public Employees' Retirement System disability retirement under this Article, the unit member shall have completed a minimum of five (5) continuous years service with the DISTRICT.
- 20.2.1 If the retiree is also on social security disability retirement, such medical coverage shall cease when the retiree becomes eligible for Medicare. A retiree on social security disability retirement is eligible for Parts A & B of Medicare two (2) years after they are accepted for social security disability retirement. The DISTRICT medical coverage under this Article will cease as of that date and all Medicare premiums are the responsibility of the retiree.
- 20.3 **SERVICE RETIREMENT.** To be eligible for early service retirement under this Article, the unit member must either:
- a. Have attained the age of sixty (60) before terminating employment and have completed a minimum of ten (10) years continuous service with the DISTRICT or
 - b. Have attained the age of fifty-five (55) before terminating employment and have completed a minimum of twenty (20) years continuous service with the DISTRICT.
- 20.3.1 The unit member must be an employee of the DISTRICT immediately preceding retirement and must retire under the Public Employees' Retirement System.
- 20.4 Notwithstanding the foregoing, the following provisions apply to both service and disability health benefits:
- a. Medical coverage terminates on the death of the retiree.
 - b. The retiree has the responsibility to notify the Human Resources Office of any change of address by certified mail.
 - c. The retiree must annually truthfully respond to a status questionnaire from the Human Resources Office within forty-five (45) days of mailing. Failure to do so may result in termination of these benefits.
 - d. Retirees covered under this Article may change from one (1) DISTRICT offered medical plan to another by notifying the DISTRICT Human Resources Office prior to the end of the open enrollment period. Open enrollment periods may vary from year to year. Please contact the Human Resources Office to verify period.

ARTICLE 21: SEVERABILITY

- 21.1 If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE 22: EFFECT OF AGREEMENT

- 22.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over DISTRICT practices and procedures and over State Laws to the extent permitted by State law, and that in the absence of specific provisions in this Agreement, such practices and procedures are discretionary with the DISTRICT.

ARTICLE 23: SAFETY

- 23.1 **UNSAFE/UNSANITARY CONDITION.** Employees shall notify their immediate supervisor in writing concerning an unsafe or unsanitary condition in the DISTRICT directly affecting their physical welfare. The immediate supervisor shall acknowledge receipt of the written condition by initialing and dating the original request. Such initials acknowledge receipt only. Their immediate supervisor shall investigate said reported unsafe or unsanitary condition and advise the employee of any findings and suggested corrective action within five (5) working days of the receipt of the written request.
- 23.2 **SAFETY COMMITTEE.** The District shall allow for unit member representation on any committee appointed by the DISTRICT for the purpose of investigating, developing and promulgating safety programs which significantly affect unit members.
- 23.3 **PHYSICAL THREAT OR ASSAULT BATTERY.** Unit members shall immediately report to their supervisors all threats of physical harm or cases of assault and/or battery suffered by them in connection with their employment. Any student who has caused, attempted to cause, or threatened to cause physical injury to a bargaining unit member shall be suspended in accordance with Board Policy 5500, Standards of Student Conduct and Disciplinary Procedures. When requested by employee, the supervisor shall inform the affected unit member within five (5) days of the action taken.

ARTICLE 24: COMPLETION OF MEET AND NEGOTIATION

24.1 TERM The DISTRICT and ASSOCIATION agree to a three-year Agreement beginning with July 1, 2010 and ending on June 30, 2013. The DISTRICT further agrees that the agreement shall remain in full force and effect until completion of a binding successor agreement is reached by the parties or until exhaustion of the statutory PERB procedures involved in resolving contract negotiation disputes including impasse and fact finding procedures.

During the 2010-2011 and 2011-2012 fiscal years, both parties agree to open for negotiations Article 7: Pay and Allowances and Article 10: Health & Welfare. In addition, each party may reopen up to two (2) other articles each year.

This Agreement has been ratified by CSEA on January 13, 2011

For the Association:



Colleen Gamboa, CSEA President


Sarah Miller, Negotiation Team Member


Fernin Ramirez, Negotiation Team Member


Carol Hannon, Negotiation Team Member

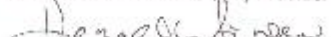

Guillermo Parra, Jr., Negotiation Team Member


Denise Evans
Labor Relations Representative

This Agreement has been ratified by the Board on February 17, 2011

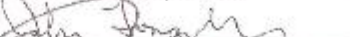
For the Board:



Carleton W. Lockwood, Jr., President



Dr. Donald L. Singer, Vice President


John M. Futch, Clerk


Donna Ferrarone, Trustee


John Longville, Trustee


James C. Ramos, Trustee


Jess Vizcaino, Jr., Trustee

APPENDIX A

THE APPROPRIATE UNIT:

Shall INCLUDE: All classified employees of the San Bernardino Community College DISTRICT

Shall EXCLUDE: All management, supervisory, and confidential employees as follows:

Administrative Assistant II
Assistant Director, Applied Technologies Training
Assistant Director, Financial Aid
Associate Dean
Business Manager
Cafeteria/Snack Bar Manager
Chancellor
Chief Engineer, TV
Chief of Police
Circulation Supervisor
College Director, Technology Services
Custodial Supervisor
Dean
Development & Planning Supervisor, KVCR
Director, Applied Technologies Training
Director, Athletics
Director, Bookstore
Director, Center for Business Excellence
Director, Child Development Center
Director, District Computing Services
Director, DSP&S
Director, EOPS & Care
Director, Facilities, Operations & Maintenance
Director, Financial Aid
Director, Fiscal Services
Director, Grant Management & Development
Director, Human Resources
Director, Internal Audits
Director, Marketing & Public Relations
Director, Research & Planning
Director, Resource Development
Director, Student Life
Director, Technology Services
District Director, Marketing & Public Relations
Environmental, Health & Safety Administrator
Executive Administrative Assistant
Executive Director, Distributed Ed & Technical Services
Executive Director, Economic Development & Corporate Training
Executive Director, KVCR
Human Resources Analyst
Human Resources Generalist
Logistics Technology Manager
Maintenance & Grounds Supervisor
Maintenance & Operations Coordinator
Manager, CTE Community Collaborative
Manager, Environment Scanning Services
Police Lieutenant
Police Sergeant
President
President & General Manager, KVCR

Printing Operations Supervisor
Radio Station Manager
Senior Staff Assistant
Station Manager, KVCR-TV
Supervisor, Facilities
Supervisor Job Development
Supervising Senior Accountant
Tool Room Supervisor
Vice Chancellor
Vice President
Workforce Development Manager

and substitute employees, short-term employees and student employee and any other management, supervisory, and confidential position created during the term of this Agreement.

Updated November 9, 2010

Cooperation: Willing and able to work effectively with others		
Dependability: Can be relied upon consistently		

OTHER:
Describe

OTHER:
Describe

OTHER:
Describe

SUMMARY (Short Summary Statement Required)

Provide an overall assessment of the employee's performance during the evaluation period, and specify major strengths and areas needing improvement.

EMPLOYEE DEVELOPMENT: CURRENT POSITION

<u>DEVELOPMENT AREA:</u> Indicate the result or characteristics area(s) needing improvement for current job responsibilities	<u>DEVELOPMENT ACTIVITY:</u> Indicate training, special assignments, project, job rotation, etc.	<u>SCHEDULED DATE</u>

EMPLOYEE DEVELOPMENT: CAREER ADVANCEMENT

<u>DEVELOPMENT AREA:</u> Indicate the result or characteristic area(s) needing improvement for enhancing opportunities for career development	<u>DEVELOPMENT ACTIVITY:</u> Indicate training, special assignments, project, job rotation, etc.

COMMENTS BY EMPLOYEE (if desired)

My signature verifies that I have seen and discussed this report of performance with my supervisor, but it does not necessarily mean that I agree with the rating. I understand that I have the right to file a written response to this evaluation to be included in my personnel file within five (5) working days of the date of this report.

EMPLOYEE SIGNATURE _____ DATE _____

MANAGER'S SIGNATURE _____ DATE _____

OFFICE OF HUMAN RESOURCES _____ DATE _____

APPENDIX C

San Bernardino Community College District
Classified Salary Schedule

Range	Classification	Period	Step A	Step B	Step C	Step D	Step E
16		Monthly	1,946	2,044	2,146	2,253	2,366
		Hourly	11.19	11.75	12.33	12.95	13.60
		Annually	23,355	24,528	25,752	27,036	28,392
17		Monthly	1,995	2,094	2,199	2,309	2,424
		Hourly	11.46	12.03	12.64	13.27	13.93
		Annually	23,937	25,128	26,388	27,708	29,088
18	Food Service Worker	Monthly	2,045	2,148	2,255	2,368	2,486
		Hourly	11.75	12.34	12.96	13.61	14.29
		Annually	24,543	25,776	27,060	28,416	29,832
19	Bookstore Customer Service Assistant	Monthly	2,097	2,202	2,312	2,428	2,549
		Hourly	12.05	12.66	13.29	13.95	14.65
		Annually	25,161	26,424	27,744	29,136	30,588
20	Child Development Assistant Food Service Specialist	Monthly	2,148	2,256	2,369	2,487	2,611
		Hourly	12.35	12.97	13.61	14.29	15.01
		Annually	25,779	27,072	28,428	29,844	31,332
21	Clerical Assistant I Workforce Grant Assistant	Monthly	2,202	2,312	2,428	2,549	2,676
		Hourly	12.65	13.29	13.95	14.65	15.38
		Annually	26,422	27,744	29,136	30,588	32,112
22	Storekeeper I	Monthly	2,256	2,369	2,487	2,611	2,742
		Hourly	12.97	13.61	14.29	15.01	15.76
		Annually	27,076	28,428	29,844	31,332	32,904

23	Bookstore Assistant I	Monthly	2,313	2,429	2,550	2,678	2,812
		Hourly	13.29	13.96	14.66	15.39	16.16
		Annually	27,755	29,148	30,600	32,136	33,744
24		Monthly	2,372	2,491	2,616	2,747	2,884
		Hourly	13.64	14.32	15.03	15.79	16.57
		Annually	28,470	29,892	31,392	32,964	34,608
25	Clerical Assisant II Mail Clerk Switchboard Operator	Monthly	2,431	2,553	2,681	2,815	2,956
		Hourly	13.97	14.67	15.41	16.18	16.99
		Annually	29,173	30,636	32,172	33,780	35,472
26	Account Clerk I Learning Resources Assistant Library Media Clerk Storekeeper II Tool Room Specialist Sports Information Specialist P.E. & Athletic Equipment Specialist Aquatic Center Pool Attendant	Monthly	2,491	2,615	2,746	2,883	3,027
		Hourly	14.31	15.03	15.78	16.57	17.40
		Annually	29,888	31,380	32,952	34,596	36,324
27	Bookstore Assistant II Custodian Custodian/Courier Grounds Caretaker Golf Course/Tennis Court Attendant	Monthly	2,554	2,682	2,816	2,957	3,105
		Hourly	14.68	15.41	16.18	16.99	17.84
		Annually	30,651	32,184	33,792	35,484	37,260
28		Monthly	2,617	2,748	2,885	3,029	3,180
		Hourly	15.04	15.79	16.58	17.41	18.28
		Annually	31,403	32,976	34,620	36,348	38,160
29	College Security Officer Secretary I Child Development Center Food Service Specialist	Monthly	2,685	2,819	2,960	3,108	3,263
		Hourly	15.43	16.20	17.01	17.86	18.75
		Annually	32,215	33,828	35,520	37,296	39,156

30	Account Clerk II	Monthly	2,750	2,888	3,032	3,184	3,343
	Library Technical Assistant I	Hourly	15.81	16.60	17.43	18.30	19.21
	Printer/Reproduction Operator	Annually	33,003	34,656	36,384	38,208	40,116
	Dispatch Clerk						
	Student Services Technician I						
31	Book Buyer	Monthly	2,819	2,960	3,108	3,263	3,426
	Lead Custodian	Hourly	16.20	17.01	17.86	18.75	19.69
	Lead Grounds Caretaker	Annually	33,827	35,520	37,296	39,156	41,112
	Purchasing Technician						
32	Admissions & Records Technician	Monthly	2,891	3,035	3,187	3,346	3,513
	Warehouse Technician	Hourly	16.61	17.44	18.32	19.23	20.19
		Annually	34,687	36,420	38,244	40,152	42,156
33	Maintenance Worker	Monthly	2,961	3,109	3,264	3,427	3,598
	Secretary II	Hourly	17.02	17.87	18.76	19.70	20.68
		Annually	35,536	37,308	39,168	41,124	43,176
34	Library Technical Assistant II	Monthly	3,035	3,187	3,346	3,513	3,689
	Multimedia Specialist	Hourly	17.44	18.32	19.23	20.19	21.20
	Student Services Technician II	Annually	36,421	38,244	40,152	42,156	44,268
	Tutorial Coordinator						
	Clean Energy Workforce Training Assistant						
35	Assistant Bookstore Manager	Monthly	3,111	3,266	3,429	3,600	3,780
		Hourly	17.88	18.77	19.71	20.69	21.72
		Annually	37,330	39,192	41,148	43,200	45,360
36	Accountant	Monthly	3,190	3,349	3,516	3,692	3,877
	Development Associate, KVCR	Hourly	18.33	19.25	20.21	21.22	22.28
	Job Developer Producer, Radio	Annually	38,275	40,188	42,192	44,304	46,524

37	Administrative Secretary	Monthly	3,268	3,432	3,604	3,784	3,973
	Maintenance Technician	Hourly	18.78	19.72	20.71	21.75	22.83
	Purchasing Agent Payroll Accountant	Annually	39,220	41,184	43,248	45,408	47,676

38	Admissions & Records Specialist	Monthly	3,350	3,518	3,694	3,879	4,073
	Broadcast Operator	Hourly	19.25	20.22	21.23	22.29	23.41
	Computer Technician	Annually	40,202	42,216	44,328	46,548	48,876
	Financial Aid Specialist I						
	Lab Technician						
	Senior Multimedia Specialist						
	Senior Student Services Technician						
	Student Activities & Campus Center Specialist						
Technical Assistant							

39	Graphics Specialist	Monthly	3,436	3,608	3,788	3,977	4,176
	Printing Operations Specialist	Hourly	19.75	20.74	21.77	22.86	24.00
		Annually	41,232	43,296	45,456	47,724	50,112

40	Financial Aid Specialist II	Monthly	3,521	3,697	3,882	4,076	4,280
	Programmer	Hourly	20.23	21.25	22.31	23.43	24.60
	Telecommunications Technician	Annually	42,250	44,364	46,584	48,912	51,360

41	Administrative Assistant I	Monthly	3,609	3,789	3,978	4,177	4,386
	HVAC/R Technician	Hourly	20.74	21.78	22.86	24.01	25.21
	Lead Maintenance Technician Interpreting Services Specialist	Annually	43,305	45,468	47,736	50,124	52,632

42	Admissions & Records Coordinator	Monthly	3,700	3,885	4,079	4,283	4,497
	Admissions & Records Evaluator	Hourly	21.26	22.33	23.44	24.61	25.84
	Assistive Technology Specialist	Annually	43,956	46,152	48,456	50,880	53,424
	Athletic Trainer						
	Instructional Assessment Technician						
	Planetarium Production & Presentation Specialist						
	Schedule/Catalog Data Specialist						
	Theatre Technician						
	Traffic Coordinator, TV						
User Liaison							

43	Green Workforce Data Technician Senior Payroll Accountant	Monthly	3,791	3,980	4,179	4,388	4,607
		Hourly	21.78	22.87	24.02	25.22	26.48
		Annually	45,486	47,760	50,148	52,656	55,284
44	College Police Officer Financial Aid Coordinator Financial Aid Outreach Coordinator Marketing Coordinator Outreach & Recruitment Technician Project Analyst Senior Accountant Senior Producer, Radio Telecommunications Engineer Technologies Coordinator Administrative Coordinator	Monthly	3,885	4,080	4,284	4,498	4,723
		Hourly	22.33	23.45	24.62	25.85	27.14
		Annually	46,626	48,960	51,408	53,976	56,676
45	Logistics Grant Coordinator	Monthly	3,983	4,183	4,392	4,612	4,843
		Hourly	22.89	24.04	25.24	26.51	27.83
		Annually	47,801	50,196	52,704	55,344	58,116
46	Distributed Education Systems Administrator Programmer/Analyst Technology Support Specialist I Research Assistant Database Administrator	Monthly	4,083	4,288	4,502	4,727	4,963
		Hourly	23.47	24.64	25.87	27.17	28.52
		Annually	49,001	51,456	54,024	56,724	59,556
47		Monthly	4,185	4,395	4,615	4,846	5,088
		Hourly	24.05	25.26	26.52	27.85	29.24
		Annually	50,225	52,740	55,380	58,152	61,056
48	Program Coordinator, KVCR	Monthly	4,290	4,505	4,730	4,967	5,215
		Hourly	24.66	25.89	27.18	28.55	29.97
		Annually	51,486	54,060	56,760	59,604	62,580

49		Monthly	4,397	4,616	4,847	5,089	5,343
		Hourly	25.27	26.53	27.86	29.25	30.71
		Annually	52,758	55,392	58,164	61,068	64,116
50	Producer/Director, TV	Monthly	4,507	4,732	4,969	5,217	5,478
	Program Coordinator, PDC	Hourly	25.90	27.20	28.56	29.98	31.48
	Technology Support Specialist II	Annually	54,079	56,784	59,628	62,604	65,736
51		Monthly	4,619	4,850	5,093	5,348	5,615
		Hourly	26.54	27.87	29.27	30.74	32.27
		Annually	55,425	58,200	61,116	64,176	67,380
52	Telecommunications Specialist	Monthly	4,735	4,972	5,221	5,482	5,756
		Hourly	27.21	28.57	30.01	31.51	33.08
		Annually	56,819	59,664	62,652	65,784	69,072
53		Monthly	4,852	5,095	5,350	5,618	5,899
		Hourly	27.89	29.28	30.75	32.29	33.90
		Annually	58,224	61,140	64,200	67,416	70,788
54	Senior Programmer/Analyst	Monthly	4,974	5,223	5,484	5,758	6,046
	Senior Technology Support Specialist	Hourly	28.59	30.02	31.52	33.09	34.75
	Web Developer	Annually	59,691	62,676	65,808	69,096	72,552
55		Monthly	5,098	5,353	5,621	5,902	6,197
		Hourly	29.30	30.76	32.30	33.92	35.61
		Annually	61,182	64,236	67,452	70,824	74,364
56		Monthly	5,226	5,487	5,761	6,049	6,351
		Hourly	30.03	31.53	33.11	34.76	36.50
		Annually	62,709	65,844	69,132	72,588	76,212

57	Monthly	5,357	5,625	5,906	6,201	6,511
	Hourly	30.79	32.33	33.94	35.64	37.42
	Annually	64,284	67,500	70,872	74,412	78,132

All new employees are placed on Step A of the salary schedule unless previous experience warrants a higher placement, which in no case exceeds Step C. Employees placed on Step A of the salary schedule will be advanced to Step B on the first of the month following six (6) consecutive months of service. Employees who are initially placed on any step other than Step A will be advanced to the next step on the first of the month following twelve (12) complete months of service. All advancements thereafter will be on a yearly basis.

APPENDIX C

**San Bernardino Community College District
Child Development Salary Schedule**

200 (11 Payroll Checks) and 221 (12 Payroll Checks) Day Schedule

Range	Classification	Step A	Step B	Step C	Step D	Step E
1	Child Development Teacher	2,617	2,748	2,886	3,029	3,180
		17.76	18.65	19.59	20.56	21.58
2	Senior Child Development Teacher	2,891	3,035	3,187	3,346	3,514
		19.62	20.6	21.63	22.71	23.85

All new employees are placed on Step A of the salary schedule unless previous experience warrants a higher placement, which in no case exceeds Step C.

Employees placed on Step A of the salary schedule will be advanced to Step B on the first of the month following six (6) consecutive months of service. Employees who are initially placed on any step other than Step A will be advanced to the next step on the first of the month following twelve (12) complete months of service.

All advancements thereafter will be on a yearly basis.

APPENDIX D
San Bernardino Community College District
 Course Approval and Reimbursement Form
 Enrollment Fees Employee-Outside District
 Article 7.16.6

Employee Name: _____ Social Security Number: _____

Classification: _____ Department: _____ Site: _____

Course Approval & Tuition Reimbursement

Classified employees on the classified employee salary schedule shall be eligible for 80% tuition cost reimbursement for courses completed outside of the DISTRICT with a grade of "C" or better which pertain to their classified position. Such reimbursement shall be actual costs not to exceed 18 semester units of coursework per year. However, no tuition cost paid by the DISTRICT is to exceed on a per unit basis cost of similar coursework at the University of California.

Only full-time classified employees who have completed their probationary period as a classified employee shall be eligible for this benefit.

All courses for which a classified employee seeks tuition reimbursement must have prior approval by their immediate supervisor and the Chancellor. If the request by the immediate supervisor is denied, it may be appealed to the President/Vice Chancellor, Fiscal Services.

COLLEGE / UNIVERSITY	COURSE	UNITS	TERM/DATES	TUITION COST
TOTAL TUITION COST				

I REQUEST PRIOR APPROVAL FOR TUITION REIMBURSEMENT FOR THE COURSE(S) LISTED ABOVE. THE COURSE(S) PERTAIN TO MY CLASSIFIED POSITION IN THE FOLLOWING WAY:

Employee Signature

Date

APPROVED **DENIED**

Immediate Supervisor Signature

Date

APPROVED **DENIED**

Chancellor Signature

Date

Reimbursement Request

I request that my tuition for the approved courses listed above be reimbursed. I have attached verification of successful completion of the course with a grade of "C" or better.

Employee Signature

Date

San Bernardino Community College District
Enrollment Fee Reimbursement - CSEA Bargaining Unit Member
Crafton Hills College/San Bernardino Valley College Courses
 Article 7.16

Employee Name: _____ Social Security Number _____

Classification: _____ Department: _____ Site: _____

Enrollment Fee Reimbursement

The DISTRICT shall reimburse permanent bargaining unit members employed at least twenty hours per week for credit courses, excluding community service courses, successfully completed with a grade of "C" or better at either of the two DISTRICT campuses provided all of the following conditions are satisfied:

- All classes must be taken outside of the regular scheduled working hours of the employee.
- Only those classes offered by either of the two DISTRICT campuses shall qualify for fee(s) reimbursement.
- To qualify for enrollment fee(s) reimbursement, an employee must present verification of successful completion of the course and out-of-pocket expense for enrollment fee(s) only.
- Enrollment fee reimbursement shall be limited to the current enrollment fee per semester for each employee.

Ref./Course #	COURSE	UNITS	TERM/DATES	College CHC/SBVC	Enrollment Fees
TOTAL					

I request that my enrollment fee(s) for the courses listed above be reimbursed. I am a permanent bargaining unit member employed by the District at least 20 hours per week. All classes were taken outside of my regular scheduled working hours. I have attached verification of the successful completion of the course with a grade of "C" or better and out-of-pocket expenses for enrollment fee(s) only.

Employee Signature

Date

APPROVED **DENIED**

Immediate Supervisor Signature

Date

APPROVED **DENIED**

Chancellor Signature

Date

San Bernardino Community College District
Enrollment Fee Reimbursement - CSEA Benefit Eligible Dependent
Crafton Hills College/San Bernardino Valley College Courses
 Article 7.17

Benefit Eligible Dependent Name: _____ School ID#: _____

District Employee Name: _____

Enrollment Fee Reimbursement

The DISTRICT shall reimburse benefit eligible dependents of permanent bargaining unit members employed at least twenty hours per week with one year of service for credit courses, excluding community service courses, successfully completed with a grade of "C" or better at either of the two DISTRICT campuses provided all of the following conditions are satisfied:

- Only those classes offered by either of the two DISTRICT campuses shall qualify for fee reimbursement.
- To qualify for enrollment fee reimbursement, the employee or benefit eligible dependent must present verification of successful completion of the course and out-of-pocket expense for enrollment fee(s) only.
- Enrollment fee reimbursement shall be limited to the current enrollment fee per semester for each benefit eligible dependent.

Ref./Course #	COURSE	UNITS	TERM/DATES	College CHC/SBVC	Enrollment Fees
TOTAL					

I request that my enrollment fee(s) for the courses listed above be reimbursed. I am a benefit eligible dependent of a permanent bargaining unit member employed by the district at least 20 hours per week. I have attached verification of the successfully completed course with a grade of "C" or better and out-of-pocket expenses for enrollment fee(s) only.

Benefit Eligible Dependent or Employee Signature

Date

APPROVED **DENIED**

Chancellor Signature

Date

APPENDIX E
Reclassification Procedure & Forms



Request for Consideration of Position
Reclassification Procedures
Classified Employees

Requests for consideration of position reclassification shall be made on the appropriate forms (HR R09-2008) obtained from the Office of Human Resources and on the District website:

- a. Requests for reclassification may be submitted either by a unit member at any time during the life of the Agreement.
- b. The Reclassification Committee shall consist of:
 - Vice Chancellor, Human Resources & Employee Relations or designee.
 - CSEA Labor Relations Representative/Chapter President or designee.
- c. Upon completion of the appropriate forms a unit member shall submit the reclassification request to the Office of Human Resources.
- d. The Office of Human Resources shall date stamp the request prior to submitting the request to a unit member's immediate supervisor, while keeping a copy on file. Within ten (10) working days, Human Resources will notify employee, with a copy to the supervisor, that the request has been received.
- e. A unit member's immediate supervisor must complete his/her portion of the request and return it to the Office of Human Resources within fifteen (15) working days.
- f. A unit member may request a personal interview with the Reclassification Committee.
- g. The process for review and recommendation by the Reclassification Committee to the Chancellor shall be accomplished within sixty (60) working days from receipt of immediate supervisor's review.
- h. The Chancellor shall consider the request within thirty (30) working days, and if granted, the reclassification shall be submitted to the Board of Trustees for approval.
- i. If the reclassification is denied by the Reclassification Committee or the Chancellor, the unit member has the right to appeal in writing to the Chancellor within fifteen (15) working days of the committee's finding.
- j. The Chancellor shall notify the unit member and Reclassification Committee in writing within thirty (30) working days of his/her decision and rationale. The Chancellor's decision shall be final.
- k. When a position(s) is reclassified, the incumbent(s) in the position(s) shall be entitled to serve in the new position(s).

Salary of Position Reclassification

The salary of a unit member in a position that is reclassified shall be determined as follows:

- a. If a position is reclassified to a classification having the same salary range (reclassification - lateral), the salary and anniversary date of the unit member shall not change.
- b. If a position is reclassified to a classification having a higher salary range (reclassification - upward), the unit member shall be placed on the appropriate salary range of their new classification which would result in no less than a five (5%) percent increase over the current salary, except if the new placement is at Step E. The anniversary date of the unit member shall be the date on which the reclassification request was submitted.

Placement in Classification and Range

Every bargaining unit member shall be placed in a classification and range in the classified service.

Classification and Reclassification Requirements

Position classification and reclassification shall be subject to mutual agreement between the District and CSEA.

Either party may propose a reclassification for any position at any time during the life of the Agreement.

RECLASSIFICATION FORMS

This form is designed to assist you in describing your position. Please fill out this form completely. If a question does not apply to your position, please write "N/A" for that item. Thank you for

Date Received by HR Analyst

Date Supervisory Comments Received

Date Reviewed by Reclassification Committee

Date Received by the Chancellor

SECTION 1

1. Name:

2. Department/Division:

3. Business Telephone Number:

4. Position's Classification Title:

5. How long have you been in this classification?

6. Name of Immediate Supervisor:

Title of Immediate Supervisor:

SECTION 2

POSITION'S PURPOSE: Please state briefly, in several sentences, the principal purpose or function of your position. **What** are you paid to accomplish in this position; **What** is its major objective, and **Why** does the position exist.

SECTION 3

WORK ACTIVITIES LIST: Please describe the major parts of what you do on your job. List only the major functions, separately, in order of importance. Provide a description of each of those duties. Indicate the approximate percentage of total working time you spend on each major work activity and the frequency such as daily (D), weekly (W), monthly (M), or annually (Y). Please indicate which duties are not currently part of your job description and the length of time you have been performing each of those duties.

<u>Duty</u>	<u>% of Time</u>	<u>Outside of Current Job Description</u>	<u>If outside of job description, how long performed</u>
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

If you need additional space, please attach separate sheet.

SECTION 4

EQUIPMENT, TOOLS AND MATERIALS: What machinery, vehicles, or motorized equipment do you use in your work, and how often do you use each (daily, weekly, etc.)?

List of Equipment, Tools, and Materials	% of Time
1	
2	
3	
4	
5	
6	

SECTION 5

PHYSICAL REQUIREMENTS:

Are there any special or unusual physical skills or effort required on your job?

Do you require any special accommodations to perform your job?

SECTION 6

PROBLEM-SOLVING INSTRUCTIONS:

How are instructions provided: Orally In Writing Computer
E-mail

How specific or general are these instructions? Please explain.

How are priorities and/or deadlines decided for your position?

What occasions are there (if any) when instructions are not provided?

At what stage, and by whom (job title) are your assignments normally reviewed?

How can you and your supervisor determine the quality of your work?

How often do you meet with your supervisor, and for what purpose?

SECTION 7

TRAINING AND EXPERIENCE:

Please indicate the length and type of formal and/or on-the-job training that is essential before an average person could perform your job successfully?

Please indicate the number of years (or months) and type of prior job experience that is essential before an average person could perform your job successfully.

What license(s), certification, registration, or related regulatory requirements are there for your job?

SECTION 8

AUTHORITY & ACCOUNTABILITY:

What kinds of actions, documents, plans, or functions **require** your authorization?

What kinds of significant decisions are you authorized to make **without** clearing them through your supervisor?

What work decisions **require** clearance from your supervisors? Please give examples.

What are the most difficult/important decisions you make? Describe their impact on your organizational unit, other employees, students, members of the public and/or the community.

SECTION 9

INTERACTION WITH OTHERS:

To do your job effectively, what people are you required to interact with, **other than** your immediate supervisor and co-workers?

Within your organization, please indicate the job titles and departments of the employees with whom you regularly work.

Outside of your organization, indicate the nature of your contacts with members of the community, students, other government agencies, vendors, contractors, etc.

SECTION 10

LANGUAGE REQUIREMENTS:

Does your job require that you converse in a language other than English? If so, please indicate what language(s), level of proficiency, how often, for what purpose.

SECTION 11

CHANGES TO POSITION:

Duties Deleted. During the past two years, what duties have been removed from your position? Please explain.

Other Changes. List other changes that have taken place in your position, such as the level of supervision exercised or received, policy or procedural changes, new tools or equipment, new processes, etc.

Are there any positions in your agency or other agencies whose duties and responsibilities appear to be equal to your job?

How long have you performed the current duties assigned to your position?

I certify that I have read the instructions, that the entries made above are my own and to the best of my knowledge are accurate and complete.

SIGNATURE OF EMPLOYEE: _____

DATE: _____

I would like to request for a personal interview with the Reclassification Committee.

YES

NO

IMMEDIATE SUPERVISOR'S STATEMENT

(To be completed by employee's immediate supervisor)

Please attach a copy of agency/division organizational chart with this questionnaire.

1. Is this a newly budgeted position? If so, please indicate the date of approval.

2. If new duties have been added, what are they, and which positions(s)/class performed them previously?

3. If duties have been deleted, what are they, and to which position(s)/class have they been assigned?

4. Has the volume of work changed significantly? If yes, please explain.

5. Aside from the above, are there other reasons (not compensation) why the current classification is no longer appropriate for this position? Please explain.

6. What class do you recommend for this position?

7. Are the changes in the position's duties/responsibilities due to reorganization? If so, please describe.

8. Are there other positions whose duties and responsibilities appear to be equivalent?

9. What is the next lower and higher class in the normal career progression for this job?
Lower: _____ Higher: _____

10. What is the normal training period for new employees to reach full performance?

11. Please provide other relevant information (other than compensation factors) to justify or clarify the reason for requesting the reclassification/re-evaluation study of this position.

SUPERVISOR'S REVIEW FOR ACCURACY: I have reviewed and discussed the contents of this position description with the employee. Except for the items noted below, I find the questionnaire accurate and complete.

SIGNATURE OF IMMEDIATE SUPERVISOR: _____ **DATE:** _____

VICE PRESIDENT COMMENTS:

SIGNATURE OF VICE PRESIDENT: _____ **DATE:** _____

For HR Use Only

Job Audit interview scheduled for: _____ Reclassification Committee Approved Y N Date: _____

Board Approval Date: _____ Effective Date: _____

SUPERVISORY POSITION SUPPLEMENTAL QUESTIONNAIRE

(To be completed only by individuals who supervise other employees)

SUPERVISION & SPAN OF CONTROL:

Please indicate the job titles and names of the employees who report **directly** to you, and not through a subordinate supervisor.

Please indicate the job titles, and number of positions for each, that report to your direct subordinates.

SUPERVISORY RESPONSIBILITIES: Does your position have the authority to take any of the following actions? If not, does your supervisor rely **mainly** on your recommendation to make the decision?

- | | | |
|------------------------------|-----------------------------|---|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Hire employees |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Promote employees |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Transfer employees |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Prepare work schedule |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Assign/review work |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Train employees |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Assign/approve overtime |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Assign/approve comp time |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Prepare performance appraisals |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Approve sick/vacation leave |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Recall employees to work in emergencies |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Award pay increases |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Discipline employees |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Suspend employees |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Terminate employees |

**APPENDIX F
GRIEVANCE FORMS**

(Intentionally Left Blank)

APPENDIX G
MOU'S

APPENDIX H GOALS

The San Bernardino Community College District and the CSEA Chapter #291 agree to the following goals:

Goal #2	Classified Salary Schedule
Goal #6	Parking Fee
Goal #7	Job Specific Certificates/Degrees
Goal #8	Discipline

GOAL #2

Classified Salary Schedule: The DISTRICT and the ASSOCIATION agree to address the mutual goal of adding an additional step(s) to the Classified Salary Schedule subject to available resources and mutual agreement on the terms of implementation.

GOAL #6

Parking Fee: The DISTRICT and the ASSOCIATION agree to address the mutual goal of establishing a reduced or free parking for classified staff.

GOAL #7

Job Specific Certificates/Degrees: The DISTRICT agrees to address the ASSOCIATION'S goal of reviewing establishing payment for and/or possible compensation to those classified employees who obtain job specific certificates/degrees.

GOAL #8

Discipline: The DISTRICT and the ASSOCIATION agree to address the mutual goal of establishing a new article on Discipline that includes Education Code 88016 and the ideals of the practices and principles of Progressive Discipline.

GOAL #1: ACCOMPLISHED MAY 7, 2010

Health & Welfare Benefits: The DISTRICT and the ASSOCIATION agree to the mutual goal of reviewing, enhancing, clarifying language including but not limited to providing a health and welfare plan under the cap and/or increasing the cap and/or other options to help reduce costs to the employee.

GOAL #3: ACCOMPLISHED JULY 1, 2007

Rate of Pay: The DISTRICT and the ASSOCIATION agree to the mutual goal of an increase in salary for all Classified Employees, the amount of which to be determined through the negotiation process with the goal of moving salaries to the median, sustaining the median, and with the ultimate goal to move salaries beyond the median as resources permit.

GOAL #4: ACCOMPLISHED NOVEMBER 9, 2010

Vacancies, Transfers, Voluntary Demotions, Closed Promotions: The DISTRICT and the ASSOCIATION agree to the mutual goal of reviewing, enhancing, clarifying language including but not limited to developing a fair and comprehensive hiring process at all levels.

GOAL #5: ACCOMPLISHED JULY 2010

College Police Department: The DISTRICT agrees to address the ASSOCIATION'S goal of establishing a new article or incorporating language into existing articles specifically for the College Police Officers which addresses and recognizes their rights provided under statute to include but not limited to non-duty free lunches, safety retirement incentive, ongoing education/certificate stipends, work/shift calendar, and discipline. SBCCD Police Department Policies and Procedures Manual have been developed.

GOAL #9: ACCOMPLISHED AUGUST 12, 2008

Personnel: The DISTRICT agrees to address the ASSOCIATION'S goal of reviewing, enhancing, clarifying language including but not limited to addressing the rights of the bargaining unit under statute involving the classification, and abolishment of positions, reviewing language on an employee's right to respond to articles placed in their personnel file.

GOAL #10: ACCOMPLISHED AUGUST 12, 2008

Request for Reclassification: The DISTRICT and the ASSOCIATION agree to address the mutual goal of establishing a procedure for Request for Reclassification for the classified staff.

GOAL #11: ACCOMPLISHED FEBRUARY 2010

Shift Differential: In addition to language in the contract to outline when shift differential is required to be paid, the DISTRICT and the ASSOCIATION agreed to incorporate into the contract bilingual stipend language.

GOAL #12: NO AGREEMENT REACHED DECEMBER 2009

Child Development Center Settlement Agreement and Release of all Claims dated 4-28-2000: No agreement was reached by the DISTRICT and the ASSOCIATION to dissolve the above-referenced settlement agreement.

GOAL #13: EXPIRED NOVEMBER 30, 2009

Child Development Center Memorandum of Understanding Regarding Lunch Periods/Rest Periods: This agreement expired the end of November 2009. There was no agreement reached by the DISTRICT and the ASSOCIATION to continue combining lunch periods and rest periods

APPENDIX I

**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
SCRIBE'S WAIVER**

In the event of any inadvertent omission or commission by the

scribe of the contract,

the original signed agreement shall prevail.

APPENDIX J

Health & Welfare Benefits

- Medical:** A choice of four medical plans:
- Kaiser Low HMO
 - Kaiser High HMO
 - Anthem Blue Cross California Care HMO
 - Anthem Blue Cross PPO
- Dental:** A choice of two dental plans:
- Delta Care
 - Delta Dental PPO
- Vision:** Coverage through Medical Eye Services (MES) or Kaiser.
- Chiropractic:** Coverage through ACI Specialty Benefits.
- Employee Assistance:** Coverage through ACI Specialty Benefits.
- Life:** District-paid life insurance coverage for employees, with an option to purchase additional supplemental coverage for employees and eligible dependents.



2010-2011 Benefits Enrollment/Change Form

Dependent Verification must be provided to the Benefits Office at the time the enrollment form is submitted for any new dependent added during this enrollment period. Verification of full time student status will be requested directly from the carrier for existing dependents.

FOR OFFICE USE ONLY																																																			
EFFECTIVE DATE:		CLASSIFICATION:																																																	
GROUP NUMBERS: Medical:		Dental:	Chiropractic:	Vision:																																															
ACTION REQUESTED																																																			
<input type="checkbox"/> New Enrollment		<input type="checkbox"/> Add Dependent(s)	<input type="checkbox"/> Remove Dependent(s)	<input checked="" type="checkbox"/> Other (specify): <u>Open Enrollment</u>																																															
Reason: <input type="checkbox"/> Newborn <input type="checkbox"/> Adoption <input type="checkbox"/> Status Change <input type="checkbox"/> Marriage/Domestic Partner Declaration <input type="checkbox"/> New Hire <input type="checkbox"/> Open Enrollment																																																			
EMPLOYEE INFORMATION																																																			
Last Name		First Name	Middle	Social Security Number - -																																															
Street Address		City	State	ZIP Home Phone Number () -																																															
Birth Date (mm/dd/yyyy) / /	Location (School Site or Dept.):		Work Phone Number and Extension () - Ext																																																
Sex: <input type="checkbox"/> Male <input type="checkbox"/> Female		Status: <input type="checkbox"/> Academic <input type="checkbox"/> Classified <input type="checkbox"/> Confidential <input type="checkbox"/> Management <input type="checkbox"/> Board Member																																																	
Date of Hire: / /		<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Other (specify) _____		# of Hours per week: _____																																															
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2010-2011 BENEFITS ENROLLMENT/CHANGE FORM

Please list yourself and any eligible dependents you wish to ENROLL or TERMINATE. Please provide all information requested for each individual you are enrolling.				
Preferred Spoken Language: <input type="checkbox"/> English <input type="checkbox"/> Spanish <input type="checkbox"/> Chinese <input type="checkbox"/> Vietnamese <input type="checkbox"/> Tagalog <input type="checkbox"/> Other _____				
Preferred Written Language: <input type="checkbox"/> English <input type="checkbox"/> Spanish <input type="checkbox"/> Chinese <input type="checkbox"/> Vietnamese <input type="checkbox"/> Tagalog <input type="checkbox"/> Other _____				
<input type="checkbox"/> PLEASE check HERE, if you are NOT making any changes to your elections, skip to page 3 for signature.				
EMPLOYEE INFORMATION				
Self <input type="checkbox"/> ENROLL <input type="checkbox"/> ADD <input type="checkbox"/> DELETE	Primary Care Physician (PCP) Name		Provider #	Existing Patient? <input type="checkbox"/> Yes <input type="checkbox"/> No
	Dental Office Name (DeltaCare Only)		Dental Office ID# (DeltaCare Only)	
DEPENDENT INFORMATION				
Spouse/Domestic Partner <input type="checkbox"/> ENROLL <input type="checkbox"/> ADD <input type="checkbox"/> DELETE	<input type="checkbox"/> Male <input type="checkbox"/> Female	Last Name	First Name	Middle
	Birth Date (mm/dd/yyyy) / /	Social Security Number - -	Address if different from Employee's	
Primary Care Physician (PCP) Name		Provider #	Existing Patient? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Dependent 1 <input type="checkbox"/> ENROLL <input type="checkbox"/> ADD <input type="checkbox"/> DELETE	<input type="checkbox"/> Male <input type="checkbox"/> Female	Last Name	First Name	Middle
	Birth Date (mm/dd/yyyy) / /	Social Security Number - -	Address if different from Employee's	
Fulltime Student <input type="checkbox"/> Yes <input type="checkbox"/> No	IRS Dependent <input type="checkbox"/> Yes <input type="checkbox"/> No	Primary Care Physician (PCP) Name	Provider #	Existing Patient? <input type="checkbox"/> Yes <input type="checkbox"/> No
Dependent 2 <input type="checkbox"/> ENROLL <input type="checkbox"/> ADD <input type="checkbox"/> DELETE	<input type="checkbox"/> Male <input type="checkbox"/> Female	Last Name	First Name	Middle
	Birth Date (mm/dd/yyyy) / /	Social Security Number - -	Address if different from Employee's	
Fulltime Student <input type="checkbox"/> Yes <input type="checkbox"/> No	IRS Dependent <input type="checkbox"/> Yes <input type="checkbox"/> No	Primary Care Physician (PCP) Name	Provider #	Existing Patient? <input type="checkbox"/> Yes <input type="checkbox"/> No
Dependent 3 <input type="checkbox"/> ENROLL <input type="checkbox"/> ADD <input type="checkbox"/> DELETE	<input type="checkbox"/> Male <input type="checkbox"/> Female	Last Name	First Name	Middle
	Birth Date (mm/dd/yyyy) / /	Social Security Number - -	Address if different from Employee's	
Fulltime Student <input type="checkbox"/> Yes <input type="checkbox"/> No	IRS Dependent <input type="checkbox"/> Yes <input type="checkbox"/> No	Primary Care Physician (PCP) Name	Provider #	Existing Patient? <input type="checkbox"/> Yes <input type="checkbox"/> No
Dependent 4 <input type="checkbox"/> ENROLL <input type="checkbox"/> ADD <input type="checkbox"/> DELETE	<input type="checkbox"/> Male <input type="checkbox"/> Female	Last Name	First Name	Middle
	Birth Date (mm/dd/yyyy) / /	Social Security Number - -	Address if different from Employee's	
Fulltime Student <input type="checkbox"/> Yes <input type="checkbox"/> No	IRS Dependent <input type="checkbox"/> Yes <input type="checkbox"/> No	Primary Care Physician (PCP) Name	Provider #	Existing Patient? <input type="checkbox"/> Yes <input type="checkbox"/> No
PLEASE NOTE: If you have Anthem Blue Cross or DeltaCare and you do not provide a physician or dentist code, you will automatically be assigned based on your geographical area.				

2010-2011 BENEFITS ENROLLMENT/CHANGE FORM

SECTION 125 ELECTION

Per IRS Section 125, your health and welfare premiums are deducted from your pay on a pre-tax basis. These premiums will be deducted from your regular compensation to pay your required contribution that you have elected, and will continue for each succeeding period until this agreement is amended or terminated. This election cannot be modified or terminated unless there is a change in family status or spouse's employment.

ACKNOWLEDGEMENTS

I acknowledge that the above represents my enrollment choices. I understand that by signing this form I am waiving or authorizing payroll deductions for any required contributions for the coverage(s) selected on the previous page. I understand that the premiums (if any) are collected after the end of the month for which I have coverage. (For example: In July, premiums will be collected on 8/1/10).

I understand that my elections cannot be changed or cancelled until a future open enrollment period or a qualified status change occurs, i.e., marriage, registered domestic partnership, divorce, dissolution of registered domestic partnership, birth, adoption, legal guardianship, legal custody, or a change in eligibility of an unmarried child ages 19 to 25.

Appropriate documentation must be provided for all covered dependents at the time of enrollment and/or qualified event status changes, i.e., birth, adoption, guardianship, custody, marriage, domestic partner declaration, divorce, death, college student to age 25, etc.

I represent to the best of my knowledge and belief, all statements and answers entered into this application are true, complete and correct. I understand that omissions or misrepresentations with respect to the information provided may result in my coverage being void and that I will be responsible for reimbursement of all claims paid for myself or my dependents during an ineligible period.

**BY SIGNING THIS DOCUMENT, I HAVE READ & ACKNOWLEDGE
THE BENEFIT MATERIALS GIVEN TO ME.**

Employee Name: (Please Print) _____

Employee Signature: _____ Date: _____

ADDITIONAL SIGNATURES ARE REQUIRED ON THE SUBSEQUENT PAGE

2010-2011 BENEFITS ENROLLMENT/CHANGE FORM

KAISER PERMANENTE ACKNOWLEDGEMENT

IF YOU ARE ENROLLED IN A KAISER PERMANENTE HMO PLAN, YOU MUST REVIEW THE FOLLOWING AND SIGN.

Kaiser Foundation Health Plan Arbitration Agreement:

I understand that (except for small claims court cases, claims subject to a Medicare appeals procedure, and, if my Group must comply with ERISA, certain benefit-related disputes) any dispute between myself, my heirs, relatives or other associated parties on the one hand and Health Plan, its health care providers, or other associated parties on the other hand, for alleged violation of any duty arising out of or related to membership in Health Plan, including any claim for medical or hospital malpractice, (a claim that medical services were unnecessary or unauthorized or were improperly, negligently, or incompetently rendered), for premises liability, or relating to the coverage for, or delivery of, services or items, irrespective of legal theory, must be decided by binding arbitration under California law and not by lawsuit or resort to court process, except as applicable law provides for judicial review of arbitration proceedings. I agree to give up our right to a jury trial and accept the use of binding arbitration. I understand that the full arbitration provision is contained in the Evidence of Coverage.

Employee Name: (Please Print) _____

Employee Signature: _____ Date: _____

ANTHEM BLUE CROSS ACKNOWLEDGEMENT

ANTHEM BLUE CROSS MEMBERS:

I attest by signing below that I have reviewed the information provided on this application and to the best of my knowledge and belief, it is true and accurate with no omissions or misstatements.

DEDUCTION AUTHORIZATION: If applicable, I authorize my employer to deduct from my wages the required dues.

NON-PARTICIPATING PROVIDER: I understand that I am responsible for a greater portion of my medical costs when I use a non-participating provider.

HIV TESTING PROHIBITED: California law prohibits an HIV test from being required or used by health insurance companies as a condition of obtaining health insurance.

EFFECTIVE DATE: The effective date of coverage is subject to ANTHEM BLUE CROSS approval.

REQUIREMENT FOR BINDING ARBITRATION

The following provision does not apply to class actions:

IF YOU ARE APPLYING FOR COVERAGE, PLEASE NOTE THAT ANTHEM BLUE CROSS AND ANTHEM BLUE CROSS LIFE AND HELATH INSURANCE COMPANY REQUIRE BINDING ARBITRATION TO SETTLE ALL DISPUTES INCLUDING BUT NOT LIMITED DISPUTES RELATING TO THE DELIVERY OF SERVICE UNDER THE PLAN OR ANY OTHER ISSUES RELATED TO THE PLAN AND CLAIMS OF MEDICAL MALPRACTICE, IF THE AMOUNT IN DISPUTE EXCEEDS THE JURISDICTIONAL LIMIT OF SMALL CLAIMS COURT. California Health and Safety Code Section 1363.1and Insurance Code Section 10123.19 require specified disclosures in this regard, including the following notice: *"It is understood that any disputes as to medical malpractice, that is as to whether any medical services rendered under this contract were unnecessary or unauthorized or were improperly, negligently or incompetently rendered, will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. Both parties to this contract, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration."* THIS MEANS THAT YOU AND ANTHEM BLUE CROSS AND/OR ANTHEM BLUE CROSS LIFE AND HEALTH INSURANCE COMPANY ARE WAIVING THE RIGHT TO A JURY TRIAL FOR BOTH MEDICAL MALPRACTICE CLAIMS, AND ANY OTHER DISPUTES RELATING TO THE DELIVERY OF SERVICE UNDER THE PLAN OR ANY OTHER ISSUES RELATED TO THE PLAN.

Employee Name: (Please Print) _____

Employee Signature: _____ Date: _____

APPENDIX K

**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
BILINGUAL STIPEND PROGRAM**

Location	Department	Language	Count	Cost
District	Human Resources/Fiscal Services	Spanish	1	\$50.00
District	Police	Spanish	1	\$50.00
District	ATTC/PDC	Spanish	1	\$50.00
District	KVCR	Spanish	1	\$50.00
District	Annex	Spanish	1	\$50.00
San Bernardino Valley College	Financial Aid	Spanish	2	\$50.00
San Bernardino Valley College	Business Office	Spanish	1	\$50.00
San Bernardino Valley College	Library	Spanish	1	\$50.00
San Bernardino Valley College	Admissions & Records	Spanish	1	\$50.00
San Bernardino Valley College	Assessment	Spanish	1	\$50.00
San Bernardino Valley College	Cal Works/Career Center	Spanish	1	\$50.00
San Bernardino Valley College	Foster & Kinship Care Ed	Spanish	1	\$50.00
San Bernardino Valley College	DSPS	Spanish	1	\$50.00
San Bernardino Valley College	Child Development Center	Spanish	4	\$50.00
Crafton Hills College	Financial Aid	Spanish	2	\$50.00
Crafton Hills College	Admissions & Records	Spanish	1	\$50.00
Crafton Hills College	EOPS	Spanish	1	\$50.00
Crafton Hills College	Counseling	Spanish	1	\$50.00
Crafton Hills College	Child Development Center	Spanish	1	\$50.00
		Approximate Total Count	24	
		Approximate Total Cost Per Month		\$ 1,200.00
		Approximate Cost Per Year		\$14,400.00

APPENDIX L

HOLIDAYS

	<u>2010-2011</u>	<u>2011-2012</u>	<u>2012-2013</u>
Independence Day	July 5	July 4	July 4
Labor Day	Sept 6	Sept 5	Sept 3
Veteran's Day	Nov 11	Nov 11	Nov 12
Thanksgiving Day	Nov 25	Nov 24	Nov 22
Friday following Thanksgiving Day	Nov 26	Nov 25	Nov 23
Winter Break	Dec 24-30	Dec 26-30	Dec 25-28 & 31
New Year's Day	Dec 31	Jan 2	Jan 1
Dr. Martin Luther King Jr. Day	Jan 17	Jan 16	Jan 21
Lincoln's Day	Feb 11	Feb 13	Feb 11
Washington's Day	Feb 21	Feb 20	Feb 18
Memorial Day	May 30	May 28	May 27
