

## Collective Bargaining Agreement



Gavilan Joint Community College District

And

California School Employees Association; Chapter No. 270

July 1, 2012—June 30, 2015

Gavilan Joint Community College District  
5055 Santa Teresa Boulevard  
Gilroy, CA 95020  
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**ARTICLE I**

**RECOGNITION**

**1.1 Recognition**

The Governing Board of the Gavilan Joint Community College District, hereinafter referred to as "District", hereby recognizes the California School Employees Association and its Gilroy Chapter #270, hereinafter referred to as "Association", as the sole and exclusive representative for classified employees in the classifications identified in Appendix B, as incorporated in this agreement.

Any new classifications or positions created, excluding certificated, management, supervisory, confidential, or any positions excluded from the classified service pursuant to the Education Code, shall be determined by the District to be included or excluded from the recognized unit, after consultation with the Association. If any dispute results from this consultation, the dispute shall be submitted to the Public Employment Relations Board (PERB) for resolution.

**1.2 Definition**

**1.2.1 Permanent Employee**

A regular Bargaining Unit employee who successfully completed an initial probationary period, which shall be nine (9) working months of service beyond the initial date of employment by the District.

**1.2.2 Probation Employee**

A regular Bargaining Unit employee who will become permanent upon completion of a nine (9) month probationary period.

**1.2.3 Regular Employee**

Any permanent or probationary classified Bargaining Unit employee.

**1.2.4 Classification**

Means that each position in the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, and the months per year, a specific statement of the duties required to be performed by the employees in each such position, and the regular monthly salary ranges for each such position. (Education Code Section 88001)

**1.2.5 Classified Service**

The Governing Board of any community college district shall employ persons for positions that are not academic positions. The Governing Board shall, except where Article 3 (commencing with Section 88060) of this chapter or Section 88137 applies, classify all such employees and positions. The employees and positions shall be known as the classified service. Substitute and short-term employees, employed and paid for less than seventy-five percent (75%) of a school year, shall not be a part of the classified service. Part-time playground positions, apprentices and professional experts employed on a temporary basis for a specific project, regardless of length of

employment, shall not be a part of the classified service. Full-time students employed part time, and part-time students employed part time in any college work-study program, or in a work experience education program conducted by a community college district pursuant to Article 4 (commencing with Section 78240) of Chapter 2 of Part 48 of this division and which is financed by state or federal funds, shall not be a part of the classified service. (Education Code Section 88003)

**1.2.6 Substitute Employee**

As used in this Section, means any person employed to replace any classified employee who is temporarily absent from duty. In addition, if the District is then engaged in a procedure to hire a permanent employee to fill a vacancy in any classified position, the Governing Board may fill the vacancy through the employment, for not more than eighty (80) working days, of one (1) or more substitute employees, except to the extent that a side letter provides for a different period of time. The parties acknowledge that there may be circumstances where it is not possible to fill a position within 80 working days and the District may ask CSEA for a side letter extending the period. For the purposes of this section, "working days" are defined as days during which the District administrative offices are open to the public as identified on the Gavilan College annual District Calendar. (Education Code Section 88003)

**1.2.7 Short Term Employee**

As used in this Section, means any person who is employed to perform a service for the District, upon the completion of which, the service required or similar services will not be extended or needed on a continuing basis. (Education Code Section 88003)

"Seventy-five percent of a school year" means one hundred ninety five (195) working days, including holidays, sick leave, vacation and other leaves of absences, irrespective of number of hours worked per day.

Employment of either full-time or part-time students in any college work-study program, or in a work experience education program shall not result in the displacement of classified personnel or impair existing contracts for services.

This section shall apply only to districts not incorporating the merit system as outlined in Article 3 (commencing with Section 88060) of this chapter. (Education Code Section 88003)

**1.2.8 Short -Term Peak Employee**

The parties agree that short-term employees may be hired for annual peak periods which shall not exceed ninety (90) working days unless mutually agreed upon by the District and CSEA.

**1.2.9 Unit Member**

Any classified employee, except those that lawfully are designated management, confidential or supervisory.

**ARTICLE 2**  
**DISTRICT RIGHTS**

**2.1 District Rights**

It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to: determine its organization; direct the duty assignments and the work of its employees; determine the time and hours of operations; 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, staffing patterns; determine the number and kinds of personnel required; transfer personnel, maintain the efficiency of District operations; determine the budget procedures and determine budgetary allocations; determine the methods of raising revenue; contract out work; and take action on any matter in the event of emergency. An emergency is defined as any immediate and unexpected act of God, natural disaster, legislative action or calamity that has a significant impact on the District. The determination of the existence of an emergency shall solely lie with the Superintendent/ President; however, the extent of the action taken in response to the emergency shall be subject to the grievance procedure. In addition, the Board retains the right to hire, classify and reclassify, assign and reassign, evaluate, promote, terminate, and discipline employees.

**2.2 Exercising Rights**

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, and the adoption of policies, rules, procedures, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited and then only to the extent such specific and express terms are in conformance with the law.

**2.3 Keys**

Upon leaving employment, classified employees will be required to turn in all College keys checked out to them. Employees who do not return their keys to the District will have the following amounts deducted from their final check:

Category I	Master Building Keys	\$10.00 per key
Category II	Office/Room Keys	\$ 5.00 per key
Category III	Cabinet Keys	\$ 2.00 per key

**2.4 Driver's License**

Any employee who drives his or her own vehicle for District purposes has a duty to notify the District if he or she does not have a valid driver's license or if the license has been suspended or revoked. The District reserves the right to periodically request a DMV printout from employees who drive District vehicles to show that the employee has a valid license.

<p><b>ARTICLE 3</b></p> <p><b>ASSOCIATION RIGHTS</b></p>
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**3.1 Association Rights**

All Association business, discussions and activities will be conducted by Unit Members or Association officials outside established work hours as defined in Article 10 herein, and will be conducted in places other than District property, except when (a) an authorized Association representative obtains advance permission from the President or designee regarding the specific time, place and type of activity to be conducted; (b) the President or designee can verify that such requested activities and use of facilities will not interfere with the school programs and will not directly or indirectly interfere with the right of employees to refrain from listening or speaking with an Association representative. There shall be no charge for facility use for the holding of regular meetings and functions during hours that the Business Office is open and/or that classes are in session. The Association agrees to be responsible for clean up and any unusual wear or damage to the facility used.

**3.2 Association Mailings**

The Association may use the school mailboxes and bulletin board spaces designated by the President subject to the following conditions:

- 3.2.1 All postings for bulletin boards or items for school mailboxes must contain the date of posting or distribution and the identification of the organization together with a designated authorization by the Association President.
- 3.2.2 Materials posted by the Association for a period exceeding two (2) weeks may be removed by the District.
- 3.2.3 A copy of such postings for distribution must be delivered to the President or designee at the same time as posting or distribution.
- 3.2.4 The Association will not post or distribute information which is derogatory or defamatory of the District or its personnel. Such material is subject to the immediate removal by the President or designee.

**3.3 Classified Personnel Requests and Change in Work Forms**

The District shall provide the Chapter President or designee with written notification, on the appropriate forms, of formal District classified personnel requests and formal changes in classified work schedules or assignments. The CSEA President or designee shall acknowledge receipt of information on forms for Classified Personnel Requests and Change in Work Schedule or Assignment.

**3.4 Access to Unit Member's Personnel File**

The CSEA Representative, field staff or local chapter officer shall have access to a Unit Member's personnel file providing that there is signed authorization from the Unit Member. The authorization must specify the date of authorization and the date of the review.



**3.5 Release Time - Job Steward**

The District agrees to provide the Job Steward or designee with a reasonable prearranged amount of released time up to one and one half (1.5) hours in which to represent a grievant at each step of the grievance procedure. Such released time shall be scheduled in advance and shall be subject to a mutual agreement to extend or reschedule it, if necessary.

**3.6 Release Time – Association President**

The District agrees to provide the Association President released time of two (2) hours a week if necessary.

**3.7 Release Time – Delegate**

The District shall grant up to five (5) days of paid released time to up to two (2) delegates to attend the CSEA annual conference.

**3.8 Release Time – Board Meetings/ President’s Council**

The District agrees to provide release time or pay to one (1) person designated by CSEA to attend regularly scheduled Board Meetings and President’s Council on behalf of CSEA. Release time or pay shall be a maximum of two (2) hours (straight time) per meeting, or the actual length of the meeting, whichever is less. The CSEA designee shall give at least two weeks notice to his or her supervisor prior to the scheduled meeting.

**3.9 Distribution of Contract**

3.9.1 Within sixty (60) days after the execution of this Contract, the District shall print or duplicate without charge a copy of this contract for every employee in the Bargaining Unit.

3.9.2 The District shall provide CSEA with sufficient copies of this Agreement for any Bargaining Unit employees hired during the life of this Agreement.

3.9.3 Within sixty (60) days the District shall print for each employee, without charge, a copy of any written changes agreed to by the parties to this Agreement during the life of this Agreement.

3.9.4 CSEA will distribute contracts, agreements and changes.

**3.10 Right to Negotiate**

The District rights guaranteed in Article 2 shall not restrict the Association's right to negotiate matters within the scope of representation.

**3.11 Miscellaneous – Catastrophic Leave**

The District shall notify CSEA when a unit member has submitted a request for catastrophic leave and Human Resources plans to recommend denial of the request. Upon request by CSEA, Human Resources shall meet with CSEA to discuss the reasons for the planned recommendation.

<b>ARTICLE 4</b> <b>GRIEVANCES</b>
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**4.1 General Provisions**

**4.1.1 Grievant**

A grievant may be any member of the Bargaining Unit or the Association.

**4.1.2 Days**

As used herein shall mean days the Human Resource Office is open for the transaction of business.

**4.1.3 Grievance**

A "grievance" shall mean any claimed violation, misinterpretation, or misapplication of the existing Agreement which has adversely affected the grievant. Action to challenge or change the policies of the District, as set forth in the rules and regulations or administrative regulations and procedures, must be undertaken under separate legal process.

**4.1.4 Immediate Supervisor**

The "immediate supervisor" is a person having immediate jurisdiction over the grievant. Where an immediate supervisor is a member of the classified group not categorized by the District as "supervisory" or "management", the grievant shall be referred first to the next highest level of supervision outside the unit for informal resolution.

**4.1.5 Time Periods**

Time periods may be extended or modified by written, mutual agreement of the grievant and the District representative.

**4.1.6 Conferences**

A personal conference may be requested by either party at any level of the formal grievance procedure.

**4.1.7 Representation**

The grievant may have a representative with him/her during each step of the formal levels of the grievance procedure in which a personal conference is held.

**4.1.8 Contents of Grievance**

Any grievance or appeal shall contain the following:

4.1.8.1 The Article and Section alleged to have been violated.

4.1.8.2 A description of the specific grounds of the grievance including the names, date and places necessary to understand the grievance.

4.1.8.3 A listing of the specific action(s) requested in order to remedy the grievance.

## 4.2 Procedure

### 4.2.1 CSEA Notification

The Association shall receive notification regarding a grievance as outlined in Government Code Section 3543.

### 4.2.2 Informal

A grievant will submit the grievance orally or in writing to the grievant's immediate supervisor. If the grievance is not satisfactorily adjusted informally with ten (10) working days, the grievant may proceed to the formal level.

### 4.2.3 Formal

#### 4.2.3.1 Level I

In the event the grievant is not satisfied with informal disposition of the grievance, the grievant may submit to the immediate supervisor, on a form provided by the District, a formal written grievance. The formal written grievance shall be submitted within fifteen (15) days of the date the grievant knew, or with due diligence should have known, of the alleged violation giving rise to the grievance. The immediate supervisor shall respond in writing within fifteen (15) days upon receipt of the formal written grievance.

#### 4.2.3.2 Level II

If the grievant is not satisfied with the decision at Level I, or if the immediate supervisor fails to respond within the specified time, the grievant may, within fifteen (15) days from the date the Level I decision was or should have been made, appeal, using the appropriate District form, to the Human Resources Office. The Human Resources Office shall respond in writing within fifteen (15) days upon receipt of the written grievance.

#### 4.2.3.3 Level III

If the grievant is not satisfied with the decision at Level II, or if the Human Resource Office fails to respond within the specified time, the grievant may, within fifteen (15) days from the date the Level II decision was or should have been made, appeal, using the appropriate District form, to the President. The President or designee shall respond in writing within fifteen (15) days upon receipt of the written grievance.

#### 4.2.3.4 Level IV

If the Association proceeds to arbitration, it shall notify the District in writing within thirty (30) days of receipt of the District's decision at Level III. Within ten (10) days

such notification, representatives of the District and the Association shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator within the specified period, the Association shall file a demand to arbitrate with the State Mediation and Conciliation Service.

The Association shall request that the State Mediation and Conciliation Service submit a list of seven (7) names of persons experienced in hearing grievances in public schools/colleges. Each party shall alternately strike a name until only one (1) name remains. The remaining panel member shall be the arbitrator.

- 4.2.3.5 The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning and conclusions of the issues submitted.

The District and the Association agree that the jurisdiction and authority of the arbitrator will be confined exclusively to the interpretation of expressed provisions of this Agreement at issue between the parties. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies as he/she judges to be proper. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law. The decision of the arbitrator will be submitted to the Association and the President and will be advisory.

- 4.2.3.6 All costs for the services of the arbitrator and court reporter, including, but not limited to, per diem expenses, cost of transcript and his/her travel and subsistence expenses will be borne equally by the District and the Association. All other costs, except for released time for the hearings, for the grievant(s), Association representative(s) and witnesses will be borne by the party incurring them.

- 4.2.3.7 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit an appeal to the next step of the procedure within the time allocated had the decision been given. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.

- 4.2.3.8 Level V

Either the District or the grievant may appeal the advisory award of the arbitrator to the Board of Trustees within ten (10) working days after the receipt of such advisory award.

The Board of Trustees shall place the appeal on the agenda of the next regular Board meeting as an item for Board consideration and shall render its decision by the following regular Board meeting. If the Board has not received the transcript of the arbitration hearing by the time of its first (1<sup>st</sup>) meeting for consideration of the appeal, the time for Board consideration and decision shall be extended until the receipt of the transcript. The decision of the Board of Trustees shall be final and binding.

#### 4.3 Non-Grievance Situations

Situations not covered by this grievance procedure should be processed through the appropriate District Administrator and Board of Trustees.

<p><b>ARTICLE 5</b></p> <p><b>EMPLOYEE RIGHTS</b></p>
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**5.1 Employee Rights**

The District and the Association recognize the right of employees to form, join and participate in lawful activities of employee organizations.

**ARTICLE 6**  
**CHECKOFF AND ORGANIZATION SECURITY**

**6.1 Checkoff and Organization Security**

Based upon Government Code Section 3540.1 (i) (2), the District shall deduct, in accordance with the CSEA dues and service fee schedule delivered to the District, dues and initiation fees or service fees, from wages, as appropriate, in accordance with the following provisions:

**6.2 Dues Deduction**

- 6.2.1 The District shall deduct, in accordance with the CSEA dues and service fee schedule approved by the CSEA delegates, dues from the wages of all employees who are members of CSEA on the date of the execution of this Agreement, and who have submitted dues authorization forms to the District.
- 6.2.2 The District shall deduct the initiation fee and dues, in accordance with the dues and service fee schedule approved by the CSEA delegates from the wages of all employees who, after the date of execution of this Agreement, become members of CSEA and submit to the District a dues authorization form.
- 6.2.3 The District shall immediately notify the CSEA treasurer if any member revokes a dues authorization.
- 6.2.4 All regular employees as defined by Appendix C shall pay either dues or a service fee except Unit Members who meet criteria under Section 6.5.

**6.3 Service Fee**

- 6.3.1 Each Bargaining Unit member should contribute equally toward the cost of administration of this Agreement by CSEA and for the representation of employees in the Bargaining Unit by CSEA.
- 6.3.2 Employees in the Bargaining Unit who are not members of CSEA on the effective date of this Agreement and employees who hereafter come into the Bargaining Unit shall, within thirty (30) calendar days of the date of this Agreement or his/her employment, either apply for membership and execute an authorization for dues deduction on a form provided by CSEA, or, in the alternative, authorize a service fee set forth in the service fee dues schedule.
- 6.3.3 However, nothing contained herein shall prohibit an employee from paying service fees directly to CSEA.
- 6.3.4 The District shall immediately notify the CSEA Treasurer if any employee revokes a service fee authorization

**6.4 Religious Objection**

- 6.4.1 Any employee covered by this Agreement who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations, shall not be required to join, maintain membership in, or financially support any employee organization as a condition of employment.

6.4.2 Once such employee has submitted evidence to CSEA which proves that he/she sincerely holds such beliefs, he/she will be required, in lieu of a service fee, to pay sums equal to such service fee either to a non-religious, non-labor organization, charitable fund exempt from taxation under Section 501 (c) (3) of Title 26 of the Internal Revenue Code, chosen by such employee from the following list of three:

1. United Way
2. American Heart Association
3. American Cancer Society

## 6.5 Deduction and Payment of Charitable Contributions

6.5.1 As evidence that an employee belongs to a religious body described herein, such employee shall, within thirty (30) days of the date of this Agreement, or his/her employment, present proof to CSEA that he/she is a member of such religious body. He/she shall execute a written authorization for the payroll deduction in an amount equal to the service fee payable to one (1) of the three (3) organizations listed in Section 6.4 of this Agreement.

6.5.2 In the alternative, such employee shall provide proof to the District that such payments have been made on an annual basis as a condition of continued exemption from the requirement of financial support to the exclusive representative. If an employee who holds conscientious objections pursuant to this Section requests the Association to use the grievance procedure or arbitration procedure on the employee's behalf, the Association is authorized to charge the employee for the reasonable cost of using such procedure.

## 6.6 Hold Harmless

It is agreed that the Association shall indemnify and hold harmless the Board, its members, and each member of management against any and all claims, demands, or suits or any other action arising from the organizational security provisions contained herein.



**ARTICLE 7**  
**PROBATIONARY PERIODS**

**7.1 Probationary Period for New Hires**

The probationary period for new hires shall be nine months.

**7.2 Probationary Period for Promotion**

A permanent employee who is promoted to a position shall be returned to his or her original classification if the employee determines that the promoted position is not suitable for him or her, or the District releases the employee during the probationary period. The probationary period for such promotions shall be a six-month period instead of the nine-month period for new hires.

**7.3 Probationary Period for Lateral Movement to New Classification or Voluntary Movement to a Classification in a Lower Pay Track**

A permanent employee who is voluntarily moved to a lateral classification or who takes a voluntary movement to a classification in a lower pay track shall serve a six-month probationary period, unless he or she previously attained permanent status in the previous classification.

**ARTICLE 8**

**COMPENSATION AND BENEFITS**

**8.1 The Salary Schedule for Unit Members is Set Forth in Appendix A of this Agreement.**

**8.1.1 District 457 Deferred Compensation Plan Match**

8.1.1.1 The District will establish a 457 Deferred Compensation Plan for the benefit of its employees.

8.1.1.2 The District will “match up to” employee contributions to the 457 Plan in the amounts specified below:

One percent (1%) x the current full-time schedule cell placement (step and range), pro-rated for part-time employees.

Example: A \$30,000 salary schedule placement times 1% = \$300.

**8.1.2 Classification Study Agreement**

The Classification Study was completed on July 30, 2003. The study contained two elements: job descriptions and salary.

**8.1.3 New Hire Placement on the Salary Schedule**

Initial placement on the salary schedule for Steps A through E will be based on skill level and experience related to the position being filled on a year for year basis.

Employees should be aware that an initial placement on the salary schedule of greater than Step A will accelerate an employee placement to Step E.

**8.1.4 Placement on the Salary Schedule for Promotions**

When an employee is promoted, the employee shall be placed on the first Step in the new Track that provides the employee with at least a 5% increase, if such a Step is available.

**8.1.5 Placement on the Salary Schedule for Lateral Transfers**

When an employee accepts a lateral transfer, the employee shall maintain his or her Step Placement on the current Track.

**8.1.6 Placement on the Salary Schedule for Lower Tracks**

When an employee voluntarily accepts a position in a lower Track, the employee shall maintain his or her Step Placement in the new Track.

**8.2 Advancement**

8.2.1 Salary schedule advancement is not automatic, but is based on service rated as satisfactory or better.

## 8.2.2 Anniversary Date

8.2.2.1 The anniversary date for employees hired after July 1, 1976, shall be the effective date on which the employee is appointed to District employment by the Board of Trustees.

8.2.2.2 The anniversary date for employees hired prior to July 1, 1976, shall be July 1st.

8.2.2.3 Salary increment will be paid to the employee beginning with the first (1st) day of the anniversary month.

## 8.3 Stipends

### 8.3.1 Leadperson

Employees assigned to lead positions will receive a salary that is two (2) classifications, or five percent (5%) higher than the highest paid person supervised during the term of their position. If they should relinquish their lead person position, they would revert back to the salary range held immediately prior to accepting lead status.

### 8.3.2 Bilingual

The District shall pay a bilingual stipend of \$50 per month to such positions as the District may identify as requiring bilingual skills. Employees in such positions must pass a verbal assessment test in order to receive the stipend. When a vacancy occurs, the District may at its discretion indicate on the job posting that bilingual skills are preferred or required for the position. This stipend shall be pro-rated for part-time employees according to FTE.

## 8.4 Longevity

### 8.4.1 Eligibility for Longevity

Longevity steps are awarded to reward continued service with the District. An employee is eligible to receive a longevity step after all the following criteria have been met:

8.4.1.1 The employee has received continued evaluations of satisfactory or above during such qualifying years. Any year during which an evaluation is below satisfactory shall not be considered a qualifying year and shall not be credited toward the next longevity step;

8.4.1.2 The employee has completed at least nine (9) consecutive years of service with the District.

### 8.4.2 Effective Date of Longevity Steps

When all requirements have been met for receiving a longevity step, the effective date for the increase shall be the first (1<sup>st</sup>) day of the anniversary month. For purposes of Section 8.2.2, the anniversary date for employees hired after July 1, 1976 shall be the effective date on which the employee was appointed to District employment by the Board of Trustees.

### 8.4.3 Continuation of Longevity Steps

8.4.3.1 Longevity steps shall depend on continued evaluations of satisfactory or above. For any year in which the evaluation is not satisfactory or better, that year shall not be credited toward the next longevity step.

8.4.3.2 When an employee receives a promotion or reclassification, the employee shall retain a longevity step as earned in the previous classification.

#### 8.4.4 Limitations on Longevity Steps

A maximum of three (3) longevity steps may be accumulated: one at the tenth (10<sup>th</sup>) year, one at the fifteenth (15<sup>th</sup>) year, and one at the twentieth (20<sup>th</sup>) year. Compensation for longevity will be as follows:

8.4.4.1 Upon completion of the ninth (9th) year of service with the District, \$50.00 per month will be added to the employee's existing salary.

8.4.4.2 Upon completion of the fourteenth (14th) year of service with the District, \$100.00 per month will be added to the employee's existing salary.

8.4.4.3 Upon completion of the nineteenth (19th) year of service with the District, \$200.00 per month will be added to the employee's existing salary.

8.4.4.4 Employees who are currently earning more for longevity with the District at the 2.5% longevity step will be grandfathered in at their current level.

8.4.4.5 This longevity payment shall be pro-rated for part-time employees according to FTE.

#### 8.5 Working Out of Class

When an employee is directed by his/her supervisor to perform duties of an established position of higher classification for any period of time which exceeds five (5) working days within a fifteen (15) calendar day period, the employee's salary will be adjusted upward for the entire period required to work out of class, to an amount equal to the first step of the higher salary range, or by an amount which provides an increase of one (1) step above the employee's present salary, whichever is greater.

#### 8.6 Health and Welfare Benefits

8.6.1 Effective July 1, 2001, the District shall provide medical, dental and vision insurance for employees and their families, and \$50,000 Term Life Insurance for the employee.

8.6.1.1 The intent of the health benefit changes is to reduce District costs moving forward while providing access to plans that are fully funded by the District.

8.6.1.2 Unit member eligibility for two-party and/or family benefits shall follow carrier definitions including California AB #25 (Migden 2001).

8.6.1.3 The lowest cost available PPO is the standard. All current members and their dependents if applicable will have fully paid health benefits for the lowest cost PPO

- and all HMO's (the lowest cost PPO and all HMO's are hereafter referred to as fully funded plans).
- 8.6.1.4 Current employees who are on higher cost PPO's will pay 50% of the increases in costs of their plan beginning January 1, 2004. The District will pay the other 50%. Those members with the family option will continue to pay \$3,000 per year in addition to 50% of the increases in costs beginning January 1, 2004.
  - 8.6.1.5 Current employees not on a higher cost PPO will have a one-time opportunity to "upgrade" to a higher cost PPO during the next open enrollment period (approximately September – October 2003). After this enrollment period, "upgrades" to a higher cost PPO will follow the same rules as new employees in 8.6.1.6 below.
  - 8.6.1.6 Beginning July 1, 2003, new employees will have fully paid health benefits for fully-funded plans. If new employees choose a higher cost PPO, they will pay 100% of the difference between the highest cost fully-funded plan and the higher cost PPO, and 100% of all future increases. The difference will be between the same like plans, e.g. a single member choosing a higher cost PPO plan will pay the difference between the single rate of the highest cost fully-funded plan and the single rate of the higher cost PPO plan.
  - 8.6.1.7 Employees hired after July 1, 1986 and who retire after December 31, 2003, may continue on the health benefit plans they have upon retirement, until age 65 (or earlier if receiving Medicare benefits). They will pay 100% of all increases in the costs of their health benefits. In addition, those on a higher cost PPO will pay 100% of the difference between the highest cost fully-funded plan and higher cost PPO. The difference will be between the same like plans.
  - 8.6.1.8 Employees hired before July 1, 1986 and who retire after December 31, 2003, the current contract language in section 8.8.1 that allows for medical benefits beyond age 65 shall remain unchanged, except that the higher cost PPO shall not be available. The District shall provide a fully funded plan at no cost after retirement.
  - 8.6.1.9 All other benefits including vision, dental and life insurance remain the same as 2008-2009 and will be fully paid by the District.
  - 8.6.1.10 Health, Dental, Vision and Life Insurance benefits will not be reopened in 2009-10 and 2010-2011 unless mutually agreed by both parties.
- 8.6.2 The District will provide coverage to domestic partners of unit members to the same extent that the District provides coverage to spouses of unit members, provided the definition of domestic partnership meets all the criteria of Section 297 of the California Family Code. In order to qualify for domestic partner benefits, the unit member must present the District with proof that a valid declaration of domestic partnership has been filed pursuant to the above Family Code section.
  - 8.6.3 CSEA and the District agree to re-open the fringe benefit package if the cost of benefits increase more than twenty-five percent (25%) during the duration of the new contract term.
  - 8.6.4 Employees Working Less than 40 Hours Per Week

- 8.6.4.1 For current employees (employees hired prior to January 1, 1996) working twenty (20) or more hours per week but less than forty (40) hours per week, the District will contribute a pro-rata amount for fringe benefits.
- 8.6.4.2 For current employees (employees hired prior to January 1, 1996) working less than twenty (20) hours per week, the District will contribute \$500.00 for fringe benefits.
- 8.6.4.3 For employees hired after the effective date (January 1, 1996) of this Agreement working twenty-five (25) or more hours per week but less than forty (40) hours per week, the District will contribute a pro-rata amount for fringe benefits.
- 8.6.4.4 All employees hired prior to November 23, 1981 are grandfathered in at their present level.
- 8.6.5 Health coverage for employees who have worked less than ten (10) years and who become medically unable to work will be made available, at employee expense, if agreed to by the insurance carrier.
- 8.6.6 The District will provide SDI (State Disability Insurance) or another disability insurance plan at employee expense.

## 8.7 Health Benefit Waiver

- 8.7.1 An employee with proof of other medical coverage from another source may waive medical benefits and receive up to a \$2,000 cash payment per year. The \$2,000 is based on a 1.0 FTE position and is prorated for less than a 1.0 FTE for those employees that are eligible for health benefits. The cash payments are considered taxable compensation to the employee. Employees are required to sign a waiver (see below) that certifies they are covered under another medical plan.
- 8.7.2 An employee selecting the health benefit waiver is required to receive single rate coverage for dental, vision, and the \$50,000 term life insurance coverage. An employee selecting the health benefit waiver payment may, at their option, purchase dental, vision, and life insurance for their dependents at their own cost. The cost of the optional coverage will be deducted from the health benefit waiver amount.
- 8.7.3 Employees who elect no dental and vision insurance coverage for dependents will not be allowed to add dependent dental and vision coverage at a later date unless those dependents were covered under an insurance policy that was terminated.
- 8.7.4 Retired employees may receive the medical benefit waiver payment if a net saving accrues to the district. Retiree supplemental health insurance in compliance with statutory regulations will be provided at the employee's expense.
- 8.7.5 The health benefit waiver is available each year during open enrollment. An election to waive benefits may be made anytime during the year and may be paid to the employee as a one time payment (at the end of the calendar year) or monthly over the course of the contract year. The benefit must be earned before it can be paid. Payments will be made on a monthly basis.
- 8.7.6 Employees who waive medical benefits will be allowed to change and enroll in medical benefits if they lose their primary coverage. This must be reported in writing to the Gavilan College Human Resources Department within 60 days of primary coverage loss. Employees who waive medical

benefits will also be allowed to change and enroll in medical benefits during the district open enrollment period.

## **8.8 Fringe Benefits After Retirement**

**8.8.1** The Gavilan College District will continue to provide the fringe benefit package (excluding tax sheltered annuities) to Unit Members who are fifty-five (55) years of age or older who retire, as defined by PERS, after July 1, 1980. To qualify, the employee, for ten (10) consecutive years immediately preceding retirement, must have served the District fifty percent (50%) (twenty (20) hours per week) or more, ten (10) or more months per year, and received fringe benefits.

**8.8.2** For Unit Members hired after July 1, 1986, the District shall continue the benefits set forth in Section 8.6 only until the Unit Member reaches age sixty-five (65) or elects to take Medi-Care or Medi-Cal, whichever occurs first. For Unit Members hired after the effective date of this Agreement, the District shall continue the medical, dental and vision benefits set forth at the time of retirement in Section 8.6 only until the unit member reaches age sixty-five (65) or becomes eligible for Medi-Care or Medi-Cal, whichever occurs first.

## **8.9 Fringe Benefits to Employees Who Retire Through Disability**

An employee who must take a retirement due to a disability, and who has worked for the College at least ten (10) years at a fifty percent (50%) or more workload, may continue on the college-provided group medical plan for the employee only. This option will be provided to the employee at District expense for five (5) years from the date of retirement provided the employee annually verifies that he/she is disability retired and has not returned to work. Following the five (5) years of District support, the medical plan option remains available to the retired employee at employee expense.

## **8.10 Board Discretion/Paid Benefits Leave**

The Board, at its discretion, may continue District paid contributions to health and welfare benefits for an employee on a Board approved unpaid leave of absence.

## **8.11 Part-Time Employee Retirement**

Effective July 1, 1997, any part-time employee that is not eligible for participation in the Public Employees Retirement System (PERS), will contribute seven and one-half percent (7.5%) of their pre-tax wages to the Accumulation Program for Part-Time and Limited Service Employees (APPLE) program in lieu of making contributions under the Federal Insurance Contributions Act (FICA).

## **8.12 Enrollment Fee Waiver Program**

### **8.12.1 Philosophy**

The enrollment fee waiver program is provided for all eligible employees and their eligible family members (see 8.12.2.2 below). The program is designed to offset the cost of college tuition and to encourage employees and their eligible family members to pursue their education goals at Gavilan College. The program allows for a lifetime maximum of 70 (seventy) credit units per eligible participant. The number of units will be pro-rated based on the employee's FTE, but the amount of the Fee Waiver shall not be pro-rated.

### **8.12.2 Eligibility**

8.12.2.1 All permanent full-time and part-time employees are eligible to participate in the Enrollment Fee Waiver Program.

8.12.2.2 Family members' eligibility for the Enrollment Fee Waiver Program shall follow the same definition as set forth as eligibility for the district's medical program. Examples of eligible family members: spouse, domestic partner, child (until age 23), step-child (until age 23), economically dependent child (until age 23) and disabled dependent child meeting the conditions as set forth by the district's medical program.

8.12.2.3 Eligible Enrollment Fee is the per unit fee for credit classes only. The program will not waive any other fees such as the Health, Campus Center, Student representation, Student Identification or course material fees.

8.12.2.4 Eligibility must be verified by the Human Resources Department prior to enrollment each term or semester.

8.12.3 Definitions

8.12.3.1 Participants must be California residents. California residency requirements will be waived for eligible family members of district employees.

8.12.3.2 Semesters are: fall, winter intersession, spring and summer.

8.12.4 Procedures

8.12.4.1 Participants must complete a "Enrollment Fee Waiver Eligibility" form and obtain approval from the Human Resources Office prior to enrolling in credit course(s).

The completed "Enrollment Fee Waiver Eligibility" form should be taken to the Admissions and Records (A&R) department at the time of registration. The A&R office will require picture identification and will use the form as authorization to waive applicable enrollment fees.

8.13 Travel and Conference

Mileage allowance shall be the prevailing IRS non-taxed rate of reimbursement for required travel.

8.14 Uniforms

The District shall supply each member of the Maintenance and Operations staff uniforms (shirts, pants, and work shoes). All expenses will be borne by the District. Expenses do not include normal laundering of work clothes



**ARTICLE 9****STAFF DEVELOPMENT AND PROFESSIONAL GROWTH****9.1 Philosophy**

The staff development and professional growth programs for classified employees are designed to promote activities which assist the classified employee in acquiring the knowledge and skills needed to do the job well; to promote safe working practices and procedures; to provide opportunities to learn better and more efficient ways to do the job; to stimulate the employee to reach and maintain acceptable levels of productivity and job effectiveness; to broaden opportunities for promotion; and to encourage the employee to improve relations with students, other employees, and the public.

**9.2 Definitions**

- 9.2.1 The staff development program permits employees to receive one-time compensation or reimbursement for completing course work or other training activities.
- 9.2.2 The professional growth program permits employees to earn salary increments for completing planned course work or other training activities equivalent to fifteen (15) semester units.
- 9.2.3 An eligible employee is any Unit Member and any employee laid-off for under a year who applied prior to lay-off.
- 9.2.4 A staff development award is a one (1) time payment for completing courses or other training activities.
- 9.2.5 The staff development bank is a general fund account of \$2,500 per fiscal year for employee reimbursement or in-service activities.
- 9.2.6 A professional growth award is a salary increment for completing planned course work or other training activities equivalent to fifteen (15) semester units.
- 9.2.7 Professional growth leave is a leave of absence lasting from one (1) month to one (1) year at fifty percent (50%) pay. It is taken to enhance skills or education.
- 9.2.8 The Professional Growth Committee is a group of CSEA Unit Members who approve or deny all staff development and professional growth requests.

**9.3 Eligibility**

- 9.3.1 All Unit Members are eligible to enter the staff development and professional growth programs.
- 9.3.2 Any employee who has been laid off from the District and is on the thirty-nine (39) month re-employment list may take courses for professional growth or staff development credit for one (1) year provided the employee was enrolled in the program prior to the layoff. No compensation may be realized unless the individual is re-employed during the thirty-nine (39) month period. An individual who is not re-employed within the thirty-nine (39) month period loses all credits and increments.

- 9.3.3 Classes started prior to employment with the District and completed during the probationary period may be submitted to the Professional Growth Committee for consideration.

## 9.4 Staff Development Program

To receive a staff development award, employees must file all the appropriate forms and verification of activities and/or courses in sequence.

### 9.4.1 Staff Development Application Procedure

Permission to Enroll: Prior to enrolling in a course or activity, the employee shall submit one (1) Permission to Enroll form for each course to the Professional Growth Committee chair. This form gives the Committee a specific course or activity description, unit information and justification for taking the course. The Committee will approve or disapprove the course and return the form to the employee prior to the final date to withdraw and receive fee reimbursement.

- 9.4.1.1 When possible, the Permission to Enroll form should be submitted to the Committee chair one (1) month prior to the starting date.

- 9.4.1.2 It is to the employee's advantage to submit applications as far in advance as possible, so that course approval/disapproval can occur before the activity begins. If an employee does not submit an application one (1) month in advance and the activity begins before the approval process is complete, the District shall not be responsible for courses which are undertaken by that employee and are later not approved.

### 9.4.2 Staff Development Award Procedure

Application for Award: This form is used when the employee has completed a course or activity for staff development and wants to apply for an award. The employee is responsible for assembling the Permission to Enroll form with appropriate verification for submission to the Committee.

- 9.4.2.1 Course work must be verified by official transcripts or certification of completion. All necessary documents including official transcripts or certificates of completion must be submitted to the Committee at the time of submitting for an award.

- 9.4.2.2 Within ten (10) days after notification that the Committee has rejected an application, the Unit Member may appeal to the CSEA Executive Board, which will schedule a hearing for the employee with a representative of the Committee present to hear the appeal. The decision of the Executive Board shall be final.

### 9.4.3 Staff Development Award

- 9.4.3.1 A staff development award may be received after completion of any course or activity approved by the Committee.

- 9.4.3.2 A staff development award is the lesser of either (1) reimbursement of all course fees and cost of required texts and required materials, or (2) a one-time payment of four percent (4%) of the employee's gross monthly salary for each unit earned, or a prorated share for less than a full unit, pursuant to Section 9.4.4.4, whichever is less.

9.4.3.3 Staff development awards shall be paid within two (2) months following approval by the Committee and the Board of Trustees.

9.4.3.4 Awards will not be allowed for staff development activities where there would be duplication of a course, workshop or other activity for which a previous award or increment has been granted.

#### 9.4.4 Coursework

9.4.4.1 Credit may be earned by taking courses at universities, colleges, community colleges, trade schools, adult education, or through an accredited correspondence school. College level course work requires a grade of "C" or better. In credit/no credit classes, the employee must receive credit.

9.4.4.2 Credit may also be earned for attendance at District workshops, special lecture series, education conferences, leadership activities, or Community Services. A conference/workshop report may be required to determine credit granted.

9.4.4.3 One (1) semester unit equals one (1) unit. Quarter units convert to semester units on the basis of three (3) quarter units for two (2) semester units.

9.4.4.4 Continuing Education coursework, conferences, workshops, seminars, and other such activities earn credit at the rate of one (1) unit per sixteen (16) hours of satisfactory completion.

9.4.4.5 Activities are not eligible for credit if the District pays any required fees for the employee's participation or if the employee attends during working hours, except pursuant to Section 9.4.4.6. If the activity is scheduled during working hours, and the employee uses lunch, break, vacation or compensatory time, verification from the supervisor, in writing, that attendance is not during working hours must be submitted with the Application for Award.

9.4.4.6 Unit Members may be required to take first aid instruction during work hours at a time to be determined by the District. One-half (1/2) unit of staff development credit will be awarded after successful completion of the course.

#### 9.4.5 Staff Development Bank

9.4.5.1 An account will be established within the general fund of \$4,000 per fiscal year to be administered by the Business Office to be used for the purpose of providing for staff development activities. Unit Members may apply to the Committee for utilization of such funds. The Committee shall recommend to the President the individuals to participate in the activities covered by this section and shall recommend the in-service activities to be provided by the District for a group of Unit Members. The decision of the President shall be final.

9.4.5.2 Funds in the Staff Development Bank may be used:

9.4.5.2.1 To reimburse a Unit Member for the cost of conferences, workshops, courses, institutes, training, and transportation, food and lodging.

9.4.5.2.2 To provide funds for in-service activities within the District for groups of Unit Members.

9.4.5.3 In determining whether to approve an application and the amount to be awarded, the Committee shall consider the District's needs, the potential improved productivity and equitable distribution of funds among Unit Members. The fund shall be structured so that \$2,000.00 will be utilized July 1 to December 31 and January 1 to June 30.

## 9.5 Professional Growth Program

A Professional Growth Program permits employees to earn salary increments for completing an approved planned course of study leading to a license, certificate of completion, Associate of Arts degree, Bachelors degree, Master degree, or a Ph.D.

The approved course of study does not need to be job related.

To receive a professional growth increment, employees must file all the appropriate forms and verification of activities and/or coursework in sequence.

### 9.5.1 Professional Growth Application Procedure

Permission to Enroll: Prior to enrolling in a course, the employee shall submit one (1) Permission to Enroll form for each course or activity to the Professional Growth Committee chair. This form gives the Committee a specific course description, unit information and justification for taking the course(s). The Professional Growth Committee makes recommendations to the President or designee and the President or designee has final approval/disapproval. Upon disapproval of the course work, the form will be returned to the employee prior to the final date to withdraw and receive fee reimbursement.

9.5.1.1 When possible, the Permission to Enroll form should be submitted to the Committee chair one (1) month prior to the starting date.

9.5.1.2 It is to the employee's advantage to submit applications as far in advance as possible, so that course approval/disapproval can occur before the activity begins. If an employee does not submit an application one (1) month in advance and the activity begins before the approval process is complete, the District shall not be responsible for courses which are undertaken by that employee and are later not approved.

### 9.5.2 Professional Growth Award Procedure

Application for Award: This form is used when the employee has accumulated fifteen (15) or more units and wants to apply for a professional growth increment. The employee is responsible for assembling all Permission to Enroll forms with appropriate verification for submission to the Committee.

9.5.2.1 Course work must be verified by official transcripts or certification of completion. All necessary documents including official transcripts or certificates of completion must be submitted to the Committee at the time of submitting for an increment.

9.5.2.2 Within ten (10) days after notification that the Committee has rejected an application, the Unit Member may appeal to the CSEA Executive Board which will schedule a hearing for the employee with a representative of the Committee present to hear the appeal. The decision of the Executive Board shall be final.

### 9.5.3 Professional Growth Increment

9.5.3.1 A salary increment is equal to a set of fifteen (15) approved units that lead towards an approved course of study.

9.5.3.2 Each salary increment is worth a \$700 fixed but on-going year to year stipend. This stipend shall not be pro-rated for part-time employees.

9.5.3.3 Professional Growth increments shall be effective the first (1<sup>st</sup>) day of the month following approval by the Committee and the Board of Trustees.

9.5.3.4 An employee can earn no more than four (4) increments (a lifetime cap).

9.5.3.5 Effective 8/31/00, an employee that currently has completed four (4) or more increments will be frozen in the number of increments and the value of each increment will be treated as a fixed stipend.

9.5.3.6 An employee that is in the process of completing an approved increment will have until 8/31/00 to complete the increment and if so completed will be given a fixed stipend equal to five percent (5%) of the employees current base salary.

9.5.3.7 An employee that is in the process of completing an approved increment and does not complete the increment by 8/31/00 will be reimbursed, based on receipts, the cost of books, tuition, fees, lab materials, and other required course material for those units completed by 8/31/00.

9.5.3.8 Increments will not be allowed for professional growth activities where there would be duplication of course work for which a previous award or increment has been granted.

9.5.3.9 Increments are cumulative and will continue as long as the employee remains in the bargaining unit.

9.5.3.10 The effective date to begin earning any increment units is July 1, 1992.

### 9.5.4 Course Work

9.5.4.1 Credit may be earned by taking courses at universities, colleges, community colleges, trade schools, adult education, or through an accredited correspondence school. College level course work requires a grade of "C" or better. In credit/no credit classes, the employee must receive credit.

9.5.4.2 Credit may also be earned for attendance at District workshops, special lecture series, education conference, leadership activities, or Community Services. A conference/workshop report may be required to determine credit granted.

- 9.5.4.3 One (1) semester unit equals one (1) unit. Quarter units convert to semester units on the basis of three (3) quarter units for two (2) semester units.
- 9.5.4.4 Continuing Education course work, conferences, workshops, seminars, and other such activities earn credit at the rate of one (1) unit per sixteen (16) hours of satisfactory completion.
- 9.5.4.5 Activities are not eligible for credit if the District pays any required fees for the individual employee's participation or if the employee attends during his/her working hours. If the activity is scheduled during working hours, and the employee uses lunch, break, vacation or compensatory time, verification from the supervisor, in writing, that attendance is not during working hours must be submitted with the Application for Award.

#### 9.5.5 Professional Growth Leave

- 9.5.5.1 To encourage and enable classified employees to enhance their value to the District through further job-related education, the upgrading of their skills, or retraining for a different needed position, a staff development leave is established. After five (5) years of service in the District, an employee is eligible to apply for a leave from one (1) year at fifty percent (50%) of full pay.
- 9.5.5.2 An eligible employee may apply through the Committee for a leave to complete interrupted studies, learn by observing methods used in industry or other educational institutions, or get a substantial start on a goal of better education. The application in writing must present a detailed description of the proposed activities to the District. Applications that are accepted will be recommended to the Board of Trustees by the President.
- 9.5.5.3 If the leave is granted, the employee must agree in writing, with CSEA as a witness, to render a minimum of one (1) year of service to the District upon returning from a leave. Failure to render this service will require the employee to refund salary paid during the leave. Upon returning from a leave, the employee shall submit a written report of the activities of the leave to the Board, emphasizing the value to the District.
- 9.5.5.4 During the leave the employee will be entitled to all the benefits of classified contract employees, except that only fifty percent (50%) of service time will be credited by the Public Employee's Retirement System. The employee may, however, arrange to make a contribution to the system to insure full service credit for the period of the leave. This contribution will consist of the balance of the contribution of the employee.

#### 9.5.6 Professional Growth Committee

##### 9.5.6.1 Composition

- 9.5.6.1.1 The Committee shall consist of not more than five (5) classified employees. Committee members shall be appointed by CSEA.
- 9.5.6.1.2 The Human Resources Manager shall serve the Committee as a resource person for appropriate information and District records.

9.5.6.1.3 Members of the Committee shall select a chair and a secretary annually among themselves.

9.5.6.1.4 The Professional Growth Committee makes recommendations to the President or designee and the President or designee has final approval/disapproval.

9.5.6.2 Tenure

Because of the technical nature of the Committee responsibility, there should be some continuity of membership. All appointments to the Committee shall be at least two (2) years.

9.5.6.3 Duties of the Committee

9.5.6.3.1 Evaluate all activities for professional growth and approve or deny all requests for Permission to Enroll and Application for Award.

9.5.6.3.2 Recommend additional policy or revisions to policy, as necessary, to CSEA.

9.5.6.4 Duties of the Chair

9.5.6.4.1 To coordinate and schedule all meetings with the Human Resources Manager and Committee as needed.

9.5.6.4.2 To make sure that the guidelines and policies are being adhered to by all participating employees.

9.5.6.5 Duties of the Secretary

9.5.6.5.1 Notify participating employees that the course work has been approved or denied.

9.5.6.5.2 To keep CSEA and the chapter aware of the number of participants and the progress of those participants.

9.5.6.5.3 To work with the Human Resources Manager to keep an accurate account of the records.

9.5.6.5.4 To notify the Human Resources Manager or designee of all completed increments.

<b>ARTICLE 10</b> <b>HOURS</b>
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**10.1 Schedule**

10.1.1 Unit Members shall be required to work in accordance with the schedule established by their supervisor.

**10.2 Work Week**

10.2.1 The work week shall consist of not more than five (5) consecutive working days for any employee having an average work day of four (4) or more hours during the work week. The District shall schedule hours and work days and shall assign a fixed, regular, and ascertainable number of hours. The assigned hours and workdays for any employee shall not be changed except by agreement between the District and the employee.

10.2.2 During the dates of summer session, as determined by the District, the workweek will consist of four and one half (4.5) workdays, commencing at 8:00 a.m. and ending at 5:30 p.m., with one half (1/2) hour for lunch, Monday through Thursday. The Friday workday will be from 8:00 a.m. to 12:00 noon. The week of July 4<sup>th</sup> will be an eight (8) hour, four (4) day workweek.

10.2.3 If mutual agreement is not reached, the District may make individual adjustments of hours and work days based on a specific department's needs (e.g., Cosmetology, Hope Workshop, Data Processing). "Department needs" includes but is not limited to staffing levels, enrollment, and the timing of course offerings.

**10.3 Overtime**

10.3.1 Overtime is defined as (a) employment in excess of the number of days mentioned above, or (b) employment in excess of eight (8) hours in any day or in excess of forty (40) hours in any calendar week. Overtime shall be equitably distributed among qualified members of a given work unit as circumstances permit; equity, competence, and availability are the proper factors in making this distribution.

10.3.2 Employees who are assigned overtime shall be paid at the rate of time and one-half of their regular rate. Assigned work performed on a legal holiday which falls on a workday shall be compensated at the rate of time and one-half in addition to the regular rate of pay.

10.3.3 All assigned overtime must be authorized by the supervisor.

10.3.4 The provisions of Sections 10.3.2 through 10.3.3 shall be interpreted in a manner consistent with the Fair Labor Standards Act to the extent to which that Act is applicable.

10.3.5 Compensation for assigned overtime shall be at the option of the employee. The employee may select either compensatory time off or cash compensation for overtime worked, at the appropriate overtime rate. No employee may accumulate more than two hundred and forty (240) hours of compensatory time off.

**10.4 Call Backs**



A Unit Member called to work after leaving campus shall be guaranteed a minimum of two (2) hours of work at the appropriate rate.

## 10.5 Relief and Lunch Periods

10.5.1 Two (2) 15-minute relief periods are permitted to employees who work more than six (6) hours per day. One (1) 15-minute relief period is permitted to employees who work four (4) to six (6) hours per day.

10.5.2 All employees who have worked four (4) hours shall be entitled to an uninterrupted lunch period. The length of time for the lunch period shall be not less than one half (1/2) hour, nor more than one (1) hour, and shall be scheduled at or about the midpoint of the employee's work shift. The lunch period may be scheduled at times other than the mid-period, if agreed to between the employee and the supervisor.

## 10.6 Certificated In-Service Days

10.6.1 A day when students would normally be scheduled to attend classes, but do not because of a teacher in-service day, shall be a regular, paid workday for bargaining employees.

10.6.2 At the discretion and direction of the District, all classified employees shall work normal assignments or all classified employees shall attend District provided in-service.

## 10.7 Shift Differential

### 10.7.1 Bargaining Unit Members hired on or after July 1, 1995

Bargaining Unit Members whose regularly assigned work shift ends after 6:00 p.m. shall receive a shift differential pay of five percent (5%) for time worked after 6:00 p.m. or before 6:00 a.m.

### 10.7.2 Bargaining Unit Members hired before July 1, 1995

Those Bargaining Unit Members whose current regular assigned work shift ends after 5:00 p.m. or commences before 7:30 a.m. or after 5:00 p.m. and who are currently receiving a shift differential pay of five percent (5%) for time worked after 5:00 p.m. or before 7:30 a.m. shall continue to receive said differential.

### 10.7.3 Campus Security Officers

Those Bargaining Unit Members that are regular Campus Security Officers will receive a shift differential pay of five percent (5%) for time worked on weekends (Saturday and Sunday) when the time is part of their regular work week.

## 10.8 Summer Assignments

When work normally and customarily performed by Bargaining Unit employees is required to be performed at times other than during the regular September-June academic year, the District will fill positions consistent with Education Code Section 88001.

10.8.1 No classified employee whose regular yearly assignment for service excludes all, or any part of, the period between the end of the academic year in June and the beginning of the next academic year in September, shall be required to perform services during such period.

10.8.2 If more than one (1) unit member wishes to be assigned to a position which is vacant during the summer, the District will consider the following in selecting Unit Members for the position:

- A. Special skills relevant to the position
- B. Evaluations
- C. Time served in the classification

If no Unit Member within that classification accepts the assignment, then other unit members shall be eligible to apply.

Bargaining Unit employees with the requisite qualifications and skills, and who are willing and available to fill a position, will be considered. If there is no Bargaining Unit employee qualified and available to fill a particular position, the District may hire a non-Bargaining Unit Member. Any employee, whether Bargaining Unit or non-Bargaining Unit Member, who fills a vacant summer intersession position will receive the lowest rate of pay (Step "A") applicable to the classification for that position, except that a Bargaining Unit Member working in his or her regularly assigned position shall receive the same rate of pay during the summer intersession as during the regular academic year.

- 10.8.3 All hours assigned to an employee for a summer assignment shall be considered "hours in paid status" for the purpose of this Agreement.

**ARTICLE 11**

**EFFECTS OF NON-TRADITIONAL ACADEMIC CALENDAR**

**11.1 Work Year Schedule**

On or about May 1, but under no circumstances after the employee has finished his or her work year, the supervisor of each ten (10) and eleven (11) month employee shall meet with the employee to schedule the following work year. The supervisor shall send a copy of the agreed upon schedule for each employee to the Human Resources Office prior to July 1.

**11.2 Eleven Month Employees**

Eleven (11) month employees are required to have one (1) month or the equivalent -- (approximately 21.75 days) -- of non-working, uncompensated time per fiscal year.

**11.3 Ten Month Employees**

Ten (10) month employees are required to have two (2) months or the equivalent -- (approximately 43.5 days) -- of non-working, uncompensated time per fiscal year.

**11.4 Academic Year Positions**

The parties agree that the College may designate positions as Academic Year positions, which shall be less than 10 months. The existing employees in such positions shall be grandfathered and shall not lose work days unless they voluntarily agree to reduce their work year. The parties shall negotiate the benefits of such employees as may be affected by the change, and shall amend the contract language to reflect the creation of such positions.

**11.5 Ten and Eleven Month Employees**

11.5.1 Employees may take non-working time during summer-fall, fall-spring and/or spring-summer intersessions, but actual dates shall be determined by mutual agreement with the supervisor.

11.5.2 With the approval of the supervisor, employees not needed for summer session may take non-working time during summer session in addition to intersession.

11.5.3 If two (2) or more employees with the same classification or worksite request non-working time during the same time period when the District needs would permit only one (1) to be gone, the employee with seniority in that department will be given the preferred non-working time period.

11.5.4 All ten (10) and eleven (11) month employees will receive floating holidays in lieu of those paid holidays enumerated in Article 14 that they will miss as an effect of the Flex schedule, regardless of whether or not they are in paid status during any portion of the workday immediately preceding or following the holiday, and provided they be employed by the District on the holiday and not on unpaid leave as defined in Section 13.9. The scheduling of these floating holidays will be by mutual agreement with the supervisor. This provision shall be in effect only so long as necessary because of the use of the Flex calendar.

## 11.6 16 - Week Calendar

Effective July 1, 2006: The Association supports the District's conversion to a 16-week calendar and agrees that any negotiable issues that arise as a result of the calendar change will be worked out in good faith.

**ARTICLE 12**

**TRANSFERS AND REASSIGNMENTS**

**12.1 Definitions**

12.1.1 A transfer is a permanent change in the location of a Unit Member's work and includes a change from the Gavilan main campus to an off-campus site, or vice versa, and a change from one (1) work station to another.

12.1.2 A reassignment is a permanent change from one (1) classification to another classification, having either the same salary range (a lateral reassignment) or having a higher salary range (a promotion).

**12.2 Voluntary Transfers and Reassignments**

A voluntary transfer or reassignment is initiated by a Unit Member's written application after the District has determined that a permanent vacancy exists within a given classification. The Unit Member's application for such vacancy, depending upon his/her present classification, will constitute either a voluntary transfer, a lateral reassignment, or a promotion. Transfer requests shall be considered before reassignment requests.

12.2.1 When a vacancy occurs, the District will send notices to all employees within that classification and allow five working days for those employees to request a transfer. Employees are responsible for filing the appropriate paperwork required by the District for transfer requests. Transfer requests will be considered before advertising for the vacancy. The District's decision will be made after consideration of applicant qualifications, evaluations, length of service, and/or the needs of the District, which include but are not limited to, customer service skills.

**12.3 Involuntary Transfers or Reassignments**

Involuntary transfers and/or reassignments shall not be arbitrary or capricious. Notice of involuntary transfer and/or reassignment shall be given to the Unit Member in writing. Whenever possible, notice of fourteen (14) calendar days will be given. Notwithstanding the provisions of Section 12.2, an involuntary transfer and/or reassignment may be made by the District under any one (1) of the three (3) following circumstances:

12.3.1 When no vacant position is involved and the transfer is due to personality conflicts or performance related problems and attempts at voluntary transfer have failed.

12.3.2 Whether or not there is a vacant position, where the employee is being transferred from an overstaffed to an understaffed position.

12.3.3 At the discretion of the President or designee upon a determination that the transfer and/or reassignment serves the best interest of the District. However, involuntary reassignments will only be invoked after the President or designee explores the possibility of a voluntary transfer and/or reassignment.

**12.4 Posting of Notices**

**12.4.1 Vacancy**

A vacancy is an open position that the District wishes to fill and which has not been filled by a transfer and/or reassignment by an employee with rights under Education Code Section 88117.

12.4.2 Notice of all job vacancies within the Bargaining Unit, including summer positions, shall be posted. A notice will also be placed in Unit Members' mailboxes.

12.4.3 The notice shall remain posted for a period of five (5) working days during which time unit members may apply for the position. Any unit member on leave or layoff status during the period of the posting shall be mailed a copy of the notice at his or her last address left with the Human Resources Office.

**12.4.4 Contents of Notice**

The position notice shall contain the following, as determined by the District: 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 day, regular assigned work, shift times, days per week, and months per year assigned to the position, the salary range, and the deadline for filing to fill the vacancy.

**12.4.5 Job Application**

Any employee in the Bargaining Unit may file for a vacancy by submitting a written notice to the Human Resources Office within the filing period. Any Bargaining Unit employee on leave or vacation may authorize his/her job representative to file on the employee's behalf.

**12.4.6 Notice of Position Being Filled**

Within five (5) workdays of the appointment of a person to fill the position, the Human Resources Office shall notify all Unit Member applicants whether they were selected for the position.

**ARTICLE 13**  
**LEAVE PROVISIONS**

**13.1 Personal Illness and Injury Leave**

13.1.1 Employees earn one (1) day of sick leave for illness or injury for each month of paid service. Sick leave can be accumulated without limit. Full time employees receive full pay for sick leave. Part time employees receive payment in proportion to their days and hours of employment in accordance with the following formula:

$$\frac{\text{Number of work hours per week}}{40} \times \frac{\text{Number of months worked per year}}{12} \times 12 = \text{Annual days of sick leave}$$

13.1.2 Credit for sick leave during a fiscal year need not be earned prior to taking such leave by the employee and such sick leave may be taken at any time during the fiscal year except as defined in Section 13.1.3.

13.1.3 New employees shall not be eligible to take more than six (6) days, or the proportionate amount to which they are entitled, until the first (1<sup>st</sup>) day of the calendar month following six (6) consecutive months of paid service with the District.

13.1.4 Classified employees of any school district may have transferred with them, as allowed by the Education Code, all of the accumulated sick leave to which they are entitled provided they begin employment within one (1) year of the termination date of their employment with their former District and send records of such accumulated sick leave to Gavilan College. Sick leave benefits shall not be transferred if employment in the former position was terminated for cause.

13.1.5 Upon request by the District President or designee, a Unit Member shall be required to present a medical doctor's certificate verifying the personal illness or injury. A similar requirement may be made to authorize an employee's return to work.

13.1.5.1 The District also reserves the right to send an employee, at the District's expense, to a District selected physician for verification of illness or injury or verification of ability to work.

13.1.5.2 In the event there are conflicting medical findings, a third physician, mutually selected by the employee and the District, shall render a binding evaluation. Costs for the third physician shall be borne equally by the employee and the District. If the report concludes that the absence is not due to personal illness or injury or that the illness or injury is not sufficient to warrant continued absence, the President or designee, after notice to the Unit Member, may refuse to grant sick leave. If requested by the President or designee, a Unit Member shall not return to work until a medical doctor's authorization is submitted.

13.1.6 The fifty percent (50%), one hundred (100) day sick leave option of Education Code Section 88196 will be practiced by the District.

**13.2 Personal Necessity Leave**

13.2.1 A maximum of seven (7) days of sick leave may be used by an employee in any school year for personal necessity, for the following purposes:

13.2.1.1 Death of a member of his/her immediate family, when time beyond bereavement leave is required.

13.2.1.2 Accident involving his/her person or property or the person or property of a member of his/her immediate family.

13.2.1.3 Appearance before any court or administrative tribunal as a litigant, or as a witness under subpoena or other court order.

13.2.1.4 Serious illness of his/her immediate family.

13.2.1.5 Personal necessity leave may not be used for any of the following: attendance or participation in functions which are primarily for the Unit Member's amusement, pleasure, personal convenience or religious observances; the extension of holidays or vacation periods; accompanying a spouse on a trip when such travel is otherwise unauthorized by this Article; seeking or engaging in remunerative employment; engaging in concerted activity or political campaigning.

13.2.2 Advance notice must be given to the immediate supervisor or, if not available, the Human Resources Office for the use of leave provided for in Section 13.2.1.4. Although advance notice is not required for Sections 13.2.1.1 and 13.2.1.2, notification should be given as soon as possible to the appropriate supervisor for all leave taken.

13.2.3 At the request of the President or designee, a Unit Member shall verify in writing that the personal leave was used for the purposes as set forth in Section 13.2.1. A Unit Member will be subject to appropriate discipline if the leave was used for other than stipulated purposes.

13.2.4 For purposes of Section 13.2, an immediate family member shall be limited to: husband, wife, child, father, mother, stepfather, stepmother, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, and any relative residing in the immediate household of the employee.

### 13.3 Personal Business Leave

13.3.1 Two (2) days per year are granted for personal business and the reason for taking the day does not have to be disclosed.

13.3.2 This leave is not cumulative and must be taken in the fiscal year it is accrued.

13.3.4 Approval must be secured from the employee's appropriate administrator.

### 13.4 Bereavement Leave

For death in his/her immediate family as defined in Section 13.2.4, a Unit Member shall be entitled to a maximum of four (4) days leave of absence, or five (5) days leave of absence if travel beyond three hundred (300) miles or outside of state travel is required, without the loss of salary.

### 13.5 Industrial Accident and Illness Leave



- 13.5.1 Unit Members who have been employed by the District for one (1) year or more will be entitled to industrial accident and illness leave.
- 13.5.2 Such leave shall not exceed sixty (60) days in any one (1) fiscal year for the same industrial accident.
- 13.5.2.1 Leave will commence on the first day of absence.
- 13.5.2.2 When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.
- 13.5.2.3 Allowable leave shall not be cumulative from year to year.
- 13.5.2.4 The employee has the right to be treated by the physician of his/her choice for industrial accident or injury; however, the District retains the right to have the employee examined by a District appointed physician at District expense to verify the extent of the disability and the degree to which the disability is attributable to the injury or illness involved.
- 13.5.2.5 When the industrial accident or illness leave has been exhausted, regular sick leave will be used.
- 13.5.2.6 For any days of absence from duty as a result of the industrial accident or illness, the Unit Member shall endorse to the District any wage loss benefit check from Workman's Compensation which would make the total compensation from both sources exceed one hundred percent (100%) of the amount the Unit Member would have received as salary had there been no industrial accident or illness. If the Unit Member fails to endorse to the District any wage loss disability indemnity check received on account of the industrial accident or illness, the district shall deduct from the Unit Member's salary warrant the amount of such disability indemnity actually paid to and retained by the Unit Member.
- 13.5.2.7 Periods of industrial accident or illness leave of absence, paid or unpaid, shall not be considered a break in employee service.
- 13.5.2.8 Any employee receiving benefits as a result of this Section shall, during periods of injury or illness, remain within the State of California unless the Board of Trustees authorizes otherwise.
- 13.5.2.9 When all available leaves of absence, paid or unpaid, have been exhausted, and if the employee is not medically able to assume his/her duties, the employee shall, if not placed in another position, be placed on a re-employment list for a period of thirty-nine (39) months. If available during the thirty-nine (39) month period, the employee shall be employed in a vacant position in the class of the previous assignment over all other available candidates, except for a re-employment list established because of lack of work or funds, in which case the employee shall be listed in accordance with the appropriate seniority regulations. An employee who has been placed on a re-employment list as provided herein, and who has been

medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed.

### 13.6 Maternity Leave

- 13.6.1 An employee may use sick leave for disability caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom.
- 13.6.2 Such leave shall not be used for childcare, child rearing, or preparation for child rearing.
- 13.6.3 The length of such leave including the beginning and ending dates shall be determined by the employee and attending physician. The District may require and pay for an additional medical report verifying the extent of disability if any.

### 13.7 Subpoena for Court Appearance

- 13.7.1 Employees legally subpoenaed as witnesses or jurors shall receive their regular salary if they pay to the District the per diem allowance, other than subsistence (mileage, meals, etc.), received from the court.
- 13.7.2 Section 13.7.1 does not apply when the employee is the litigant.

### 13.8 Vacation With Pay

- 13.8.1 Classified employees earn one (1) day of paid vacation for each month of paid service during the fiscal year up to five (5) years of employment. After five (5) years of continuous employment, employees earn one and one-fourth (1.25) days of vacation for each month of paid service during the fiscal year. After ten (10) years of continuous employment, employees earn one and three-fourths (1.75) days of vacation for each month of paid service during the fiscal year.
- 13.8.2 New employees must work a full six (6) months prior to taking any vacation time.
- 13.8.3 Vacation time is not cumulative beyond two (2) years following the fiscal year it was earned except when:
  - 13.8.3.1 A supervisor does not authorize the employee to take the full annual vacation in which case the amount not taken shall be accumulated for use in the next year;
  - 13.8.3.2 An employee is absent on full salary due to illness or injury which prevents the employee's reducing his/her credits to the maximum allowable amount; or
  - 13.8.3.3 An emergency is declared in accordance with Government Code Section 8558, which results in the inability of an employee to take vacation, in which case an accumulation beyond that authorized herein shall be granted upon request of the employee.
- 13.8.4 All employees shall be informed by the Payroll Department on or about March 1<sup>st</sup> of each year that they should give attention to their accumulated vacation hours so they avoid losing vacation hours to which they are entitled.
- 13.8.5 Employees shall make vacation requests as far in advance as possible. Vacations will be scheduled based on the needs of the District. Requests will be considered on a first come/ first

served basis. Managers will respond to vacation request as soon as possible, but in no event later than fifteen work days after the request.

- 13.8.6 Employees who are hired on a less than twelve (12) month basis are required to take their vacation during the contracted period of time, and shall not receive vacation pay during non-working months.
- 13.8.7 Upon separation from service, Unit Members shall be entitled to a lump sum compensation for earned and unused vacation, except for those employees who have not completed six (6) months of paid service as regular employees.

### 13.9 Other Leaves Without Pay

- 13.9.1 Upon recommendation of the President or designee, and approval by the Board of Trustees, leave without compensation, increment, or seniority credit may be granted for a period not to exceed one (1) school year.
- 13.9.2 At the expiration of an unpaid leave of absence and provided the employee is physically and legally capable of performing his/her duties, he/she has the right to return to his/her previous classification.
- 13.9.3 Upon returning to duty following an unpaid leave of absence, a permanent employee is entitled to all previously accumulated sick leave benefits and shall return to the appropriate salary schedule placement based on the number of years of service.
- 13.9.4 All applications for and granting of unpaid leaves of absence shall be in writing. A Unit Member on such leave shall notify the Human Resources Office no later than two (2) months prior to the termination of the leave of his/her intent to return to employment in the District. Failure to notify will be considered an abandonment of position.
- 13.9.5 Credit toward annual steps will not be counted if the unpaid leave of absence results in service of less than 50 percent (50%) of the work year.

### 13.10 Report of Absences

- 13.10.1 It is the responsibility of the employee to notify the employee's supervisor as soon as possible, but not later than one (1) hour after reporting time, when an employee cannot report for work because of sudden illness. Failure to provide the requested notice may be grounds for denial of leave with pay or other disciplinary action.
- 13.10.2 A Unit Member who is absent for a fraction of a day shall have deducted from accumulated sick leave the actual amount of time absent calculated to the nearest quarter (1/4) hour.
- 13.10.3 If possible, an employee should notify the District of his/her intent to return to work prior to the close of the preceding workday; but if an employee fails to notify the District of his/her intent to return to work prior to the beginning of the shift of expected return, and if such failure results in a substitute being secured, the Unit Member shall not be allowed to return to work and shall be placed on such leave.
- 13.10.4 Employee must report planned absences on the appropriate District form prior to the absence.

**ARTICLE 14**

**HOLIDAYS**

**14.1 Paid Holidays**

Unit employees will receive the following paid holidays provided they are in a paid status during any portion of the working day immediately preceding or following the holiday:

- Labor Day
- Veteran’s Day
- Thanksgiving Day and the Friday following
- Christmas Eve in Lieu of Admissions Day
- Christmas Day
- New Year’s Eve
- New Year’s Day
- Martin Luther King, Jr.’s Birthday
- Lincoln’s Day
- Washington’s Day
- Floating Holiday (Good Friday)
- Memorial Day
- Fourth of July

**14.2 December 25<sup>th</sup> and January 1<sup>st</sup> Holiday Pay**

Regular employees of the District who are not normally assigned to duty during the school holidays or December 25<sup>th</sup> and January 1<sup>st</sup> shall be paid for those two (2) holidays provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

**14.3 Holidays Falling on Saturday or Sunday**

When a holiday falls on a Saturday, the Friday before shall be a holiday. When a holiday falls on a Sunday, the Monday following shall be a holiday.

**14.4 Floating Holiday in Lieu of Good Friday**

Since Good Friday is a work day under the new 16-week calendar, the Good Friday holiday shall be eliminated effective July 1, 2006. However, to avoid the loss of a holiday, the parties agree that Good Friday shall be replaced with a floating holiday. This floating holiday is not cumulative and must be taken in the fiscal year it is accrued. Approval must be secured from the employee’s appropriate administrator.

**ARTICLE 15**  
**EVALUATIONS**

**15.1 Frequency of Evaluations**

**15.1.1 Permanent Unit Members** All permanent Unit Members shall receive a written performance evaluation on the form approved by the District on or about May 1 of each fiscal year, for the period from May 1 to April 30. More frequent evaluations may be performed when there is cause for such an evaluation.

**15.1.2 Probationary Employees** Probationary employees shall receive a written performance evaluation on the form approved by the District at least once at or near the middle of the probationary period. Additional evaluations may be performed as a means of improving performance.

**15.2 Evaluation Form**

The District will utilize evaluation forms to include ratings of unsatisfactory, needs improvement, satisfactory, exceeds expectations and outstanding.

**15.3 Review of Evaluation with Employee**

The evaluator and the employee being evaluated shall meet and review the performance evaluation. The employee shall sign the evaluation, acknowledging that they have received and discussed the evaluation with the evaluator, and that they have 10 working days to submit a written response which will be attached to and placed with the evaluation in the employee's personnel file.

**15.4 Recommendation for Improvement and Reevaluation**

If any evaluation category is scored "Unsatisfactory" or "Needs Improvement," the evaluation shall include a Recommendation for Improvement and Reevaluation form for each category so rated.

**ARTICLE 16**

**EFFECTS OF LAYOFF; REDUCTION IN HOURS**

**16.1 Definitions**

**16.1.1 Layoff**

The elimination of positions. The decision to eliminate is not negotiable. The impact and effects of the decision are negotiable.

**16.1.2 Reduction of Positions**

The reduction of hours or work year of a position. The decision to reduce and the impact and effects of a reduction are negotiable.

**16.2 Benefits**

16.2.1 The District agrees to continue the existing benefit structure in accordance with Article 8 of this Agreement.

16.2.2 The District shall continue to pay benefits at current rates for all employees who receive reduction in hours or work year.

16.2.3 An employee who has been laid off may continue benefits if the employee pays the premium and the carrier accepts the arrangement for a period of not to exceed eighteen (18) months from the effective date of the layoff.

**16.3 Written Notice of Layoff or Reduction in Hours**

16.3.1 The District agrees to give forty-five (45) days notice to all employees (including specially funded programs) for any proposed layoffs and/or reduction of hours.

16.3.2 Notices of layoffs and reductions shall include the following information:

16.3.2.1 Bumping rights, if any. Failure to exercise bumping rights may jeopardize unemployment benefits.

16.3.2.2 A statement as to where to obtain information of unemployment benefits.

16.3.2.3 Re-employment rights for thirty-nine (39) months (layoffs).

16.3.2.4 Re-employment rights for sixty three (63) months (reduction of hours)

16.3.2.5 Retirement system.

**16.4 Bumping Rights**

16.4.1 Employees who are laid off or reduced in hours may bump into a position in a lower class in which the employee has worked and has seniority or into an equal class (equal salary range) in which the employee has worked for a period not less than six (6) months and meets the minimum

qualifications currently required. An employee bumping into an equal class shall retain the same salary step.

- 16.4.2 An employee whose class title designation has changed as a result of a reclassification shall carry all previous class seniority into the new class.

**16.5 Elimination of Services**

- 16.5.1 When a position is eliminated or reduced, management shall identify those duties and services which will be eliminated/curtailed.
- 16.5.2 In the situation where the department finds that it has more money available than previously known, any additional funds should be used to restore any reduced hours of employees to their original status before being used to create new positions within the department.
- 16.5.3 The District agrees not to supplant classified Bargaining Unit Members by students and/or volunteers. Any work assigned to students, federal fund or not, will be regulated by Education Code Section 88003 and/or any statute (federal or state) restricting student usage for the purpose of supplanting.
- 16.5.4 Work previously performed by hourly persons will be offered to persons laid off or reduced in hours, with the requisite qualifications and skills who are willing and available to perform such work. Any employee who performs such work, whether Bargaining Unit or non-Bargaining Unit Member will receive the lowest rate of pay (Step "A") applicable to the classification for that work.
- 16.5.5 It is CSEA's position that it is the responsibility of the supervisor in any department where there has been a layoff or reduction in work hours to provide training for any personnel who may be assigned to any of the tasks formerly performed by the laid off or reduced hours employee.

**ARTICLE 17**

**POSITION CLASSIFICATION**

**17.1 Definitions**

As used herein, “days” or “day” shall mean days the Human Resources Office is open for the transaction of business.

**17.2 Position Classification**

All positions classified by the Human Resources Officer are assigned on the basis of actual duties performed. This process of job analysis results in a written “Job Description” for each position that lists typical duties and minimum qualifications. If a need arises for a significant change over a period of time in the assigned duties and/or responsibilities, the supervisor of the employee or the employee may request a review in order to determine whether the position should be reclassified to reflect these permanent changes in duties and/or responsibilities. To do this, a “position classification questionnaire” must be completed. The following procedure shall apply:

**Step One:** If requested by the Employee, the employee shall file the position classification questionnaire with his or her supervisor. The Supervisor will respond within 10 days and may either:

- a. Support the request for reclass and forward to Human Resources for Step Two.
- b. Deny the request and reassign the duties in question.
- c. Deny the request and maintain the assignment of the duties in question.

If the reclassification is requested by the Supervisor, the Supervisor shall file the position classification questionnaire with Human Resources for processing at Step Two.

**Step Two:** If the employee’s reclassification request is rejected by the Supervisor, the employee may appeal the Supervisor’s decision to Human Resources within 10 working days. Human Resources must render a decision within 30 days and may support the supervisor’s determination or select from one of the other actions identified in (a) through (c) at Step One. The Human Resources officer may visit the work site in order to assess the request.

**Step Three:** If the reclassification request is rejected by Human Resources, the employee may appeal the decision to the President or designee within 10 days. The President or designee must render a decision within 15 days. The decision shall be the final step in the reclassification request procedure. If the employee continues to perform duties that the employee believes are outside his or her job classification, the employee may file a grievance for working out of class without pay. Such grievance must be filed within 15 days of written notification of the President or designee’s rejection of the employee’s reclassification request. Any award of out-of-class back pay shall not go further back in time than the 15th day preceding the initial filing of the reclassification request.

**Step Four:** If the President/designee supports the reclassification request, the reclassification request will go to the Board of Trustees for action. If the Board of Trustees rejects the recommendation, the employee can file a grievance for working out of class without pay



if the employee continues to perform duties that the employee believes are outside his or her job classification.

**17.3 Administration Review**

All requested job description changes will be reviewed by the Administration in consultation with the employee and supervisor.

**ARTICLE 18**

**DISCIPLINE**

**18.1 District Rights**

The decision to discipline classified employees is at the discretion of the District and shall not be subject to the grievance procedure. Discipline of probationary employees shall not be subject to the provisions of this Article. Discipline of permanent employees shall be pursuant to the procedures enumerated herein.

**18.2 CSEA Representation**

Classified employees shall have the option to request CSEA representation during any phase of the disciplinary process as defined in this Article.

**18.3 Definitions**

**18.3.1 Day**

For the purposes of this Article only, a “day” shall be defined as a day that the Human Resource Office is open for the transaction of business.

**18.3.2 Suspension Pending Termination**

The District may opt to suspend a classified employee without pay pending dismissal. In the event of a suspension without pay, the employee shall remain in benefitted status.

**18.3.3 Suspension**

Suspension is temporary removal from the employment of the District (without pay) for a specified time period, not to exceed thirty (30) days. The employee shall remain in benefitted status during the period of suspension.

**18.3.4 Involuntary Demotion**

Involuntary demotion is the placement in a lower classification without the employee's consent arising from disciplinary consideration.

**18.4 Conduct Subject to Disciplinary Action**

Permanent classified employees may be subject to disciplinary action for any one (1) or more of, but not limited to, the following reasons:

1. Fraud in securing employment or making a false statement on an application for employment.
2. Incompetence, i.e., inability to comply with the minimum standard of an employee’s position for a significant period of time.
3. Inefficiency or inexcusable neglect of duty, i.e., failure to perform duties required of an employee in the position.
4. Disobedience or insubordination.
5. Dishonesty involving employment.
6. Being impaired by or under the influence of alcohol or illegal drugs or narcotics while on duty.

7. Excessive absenteeism or tardiness.
8. Unexcused absence without leave and/or abandonment of position.
9. Abuse or misuse of sick leave.
10. The conviction of either a misdemeanor or a felony involving moral turpitude shall constitute grounds for dismissal of any employee. The record of conviction shall be conclusive evidence only of the fact that the conviction occurred. A plea or verdict of guilty, or a conviction showing a plea of *nolo contendere* made to charge a felony or any offense involving moral turpitude, is deemed to be a conviction within the meaning of this Section.
11. Discourteous treatment of the public, students or other employees, or other failure of good conduct tending to injure the public service.
12. Improper or unauthorized use of District resources.
13. Refusal to subscribe to any oath or affirmation, which is required by law in connection with District employment.
14. Any willful act of conduct undertaken in bad faith, either during or outside of duty hours which is of such a nature that it causes discredit to the District, the employee's department or division.
15. Inattention to duty, tardiness, indolence, carelessness or negligence in the care and handling.
16. Mental or physical impairment, which renders the employee unable to perform the essential functions of the job without reasonable accommodation or without presenting a direct threat to the health and safety of self or others.
17. Acceptance from any source of a reward, gift, or other form of remuneration in addition to regular compensation to an employee for the performance of his or her official duties.
18. The refusal of any officer or employee of the District to testify under oath before any court, grand jury, or administrative officer having jurisdiction over any then pending cause of inquiry in which the District is involved. Violation of this provision may constitute of itself sufficient ground for the immediate discharge of such officer or employee.
19. Willful violation of policies, procedures and other rules, which may be prescribed by the District, college(s) or departments.
20. Working overtime without authorization.

## 18.5 Progressive Discipline

The District shall follow the principles of progressive disciplinary action if it determines the underlying facts and circumstances support its use as a tool to attempt to improve an employee's performance. There may be circumstances where progressive discipline may appropriately be partially or wholly avoided. It is recognized that not all steps of progressive discipline should be utilized in each case. Progressive discipline may consist of, but not be limited to: Suspension without pay, involuntary demotion, and termination. Oral counseling, written warnings or reprimands, performance evaluations, and similar adverse incidents are not considered discipline for purposes of this Article. The employee has the right to submit a written response to be attached to and placed with any written warning or reprimand in the employee's personnel file.

## 18.6 Disciplinary Procedures

### 18.6.1 Draft Statement of Charges

An employee who is the potential subject of disciplinary action will receive a draft Statement of Charges stating the recommendation for discipline to be imposed on the employee, the specific acts or omissions upon which the discipline is based, any rule or regulation violated by the employee, and any documents that the District intends to use to support the charges. Upon receiving the draft Statement of Charges, the employee may respond orally at a Skelly meeting or in writing within five (5) days to the authority imposing the discipline. By mutual consent, the timeline to respond may be extended.

### 18.6.2 Skelly Meeting

A Skelly meeting is a pre-disciplinary meeting to provide the employee an opportunity to respond to the draft charges either verbally or in writing. The employee shall have the right to have a CSEA representative represent them at this meeting.

### 18.6.3 Failure to Respond

Following the five (5) day period, if the employee has not responded, the District may pursue the charges, revise the charges or withdraw the charges.

### 18.6.4 Conclusion of Skelly Meeting

If a Skelly meeting occurs, the District shall consider the recommendation(s) of the Skelly officer and may revise, withdraw, or pursue the charges as set forth in the draft Statement of Charges. If the District decides to pursue discipline, a final Statement of Charges shall be provided to the employee with all of the appropriate attachments, including a statement of the employee's right to a hearing and a form the employee may sign to request such a hearing.

### 18.6.5 Request for Hearing

Upon receipt of a final Statement of Charges from the District, an employee shall have five (5) days to request a hearing to appeal the discipline, by signing the form provided along with the final Statement of Charges and returning it to the Human Resources Director of designee.

#### 18.6.5.1 Suspensions of Five (5) or Fewer Days

Upon receipt of a suspension of five or fewer days, if the employee elects, he/she may request a formal hearing on the sufficiency of cause before the Board or the Board's designee, who shall be a District administrator at the Cabinet level who does not have direct supervisory responsibility over the employee or who does not have direct involvement with the subject matter of the discipline. The hearing administrator shall render a written advisory decision on the suspension, which shall be reviewed by the Board, which will render a final and binding decision.

#### 18.6.5.2 Suspensions of Longer than Five (5) Days/Termination/ Demotion

##### 18.6.5.2.1 Right to a Hearing

The employee shall be entitled to a hearing to review the sufficiency of cause for the suspension, termination or demotion, during which the employee has the right to appear personally, with or without representation, before a hearing officer or Administrative Law Judge (ALJ) designated for the hearing and to present evidence.

##### 18.6.5.2.2 Hearing Procedure

The hearing shall be conducted by a hearing officer or Administrative Law Judge, not affiliated with the College and appointed by the District in its sole discretion, to conduct a hearing and render an advisory opinion to the Board concerning whether the employee should be disciplined.

##### 18.6.5.2.3 Decision of the Designated Administrator and Appeal

Upon completion of the hearing, the decision of the hearing officer or ALJ shall be communicated in writing to the District and the employee. An employee who wishes to appeal an advisory decision must do so in writing within five (5) days after service of the notice to the employee of the decision. Failure to file a timely appeal shall constitute waiver of appeal rights. Upon appeal, the Board shall review the record of the hearing and the advisory decision of the hearing officer or ALJ and make a final and binding decision regarding whether the employee shall be suspended and for what duration. The burden of proof justifying suspension shall remain with the District; however, the Board's determination of the sufficiency of the cause for suspension, and its duration, shall be conclusive.

#### 18.6.5.2.4 Reinstatement of Employment

If a suspension hearing results in a decision by the hearing officer to not discipline the employee and the Board upholds that determination, or if the employee successfully appeals to the Board a decision by the hearing officer, employment shall be reinstated and the employee shall be fully compensated for any period of time the employee was in

<p><b>ARTICLE 19</b></p> <p><b>SAVINGS PROVISIONS</b></p>
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**19.1 Savings Provisions**

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will be deemed invalid except to the extent permitted by law, but all other provisions will continue in full force and effect.

**19.2 Renegotiations**

Provisions of this Agreement held to be contrary to the law will be subject to renegotiation within sixty (60) days following a request by either party to meet and negotiate.

**ARTICLE 20**  
**SUPPORT OF AGREEMENT**

**20.1 Support of Agreement**

The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiate process. Therefore, it is agreed that the parties will support this Agreement for its term and will not appear before any public bodies to seek change and improvement in any matter subject to the meet and negotiate process except by mutual agreement of both parties.

**20.2 Agree to Negotiate**

In the event that both parties mutually agree to negotiate on matters within the scope of representation during the term of the Contract, each such negotiation will be limited to six (6) hours. If no agreement is reached within six (6) hours, the parties will immediately mutually declare impasse and seek appointment of a mediator by the Public Employment Relations Board.

<p><b>ARTICLE 21</b></p> <p><b>EFFECT OF AGREEMENT</b></p>
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**21.1 Effect of Agreement**

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures, and over staff 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 22**

**COMPLETION OF MEET AND NEGOTIATION**

**22.1 Completion of Meet and Negotiation**

During the term of this Agreement, the parties expressly waive and relinquish the right to meet and negotiate and agree that the parties shall not be obligated to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this Agreement. This provision notwithstanding, if both parties agree to reopen discussion on specific items. Such discussion shall not be a violation of this Contract, nor shall it void any other provision of this Contract.

**22.2 Timeline for Succeeding Year Proposal**

The Association agrees that it will not present a proposal for the succeeding year prior to January 1. The District agrees to adopt its initial proposal no later than the regular March Board meeting providing that this date is not less than two (2) months after receiving a complete proposal from the Association.

**ARTICLE 23**  
**TERM OF AGREEMENT**

July 1, 2012 - June 30, 2015

**23.1 Term of Agreement**

This Agreement shall remain in full force and effect from July 1, 2012 up to and including June 30, 2015. Thereafter, it shall continue in effect automatically until ratification of a binding written agreement by the parties which supersedes this Agreement.

**23.2 Reopeners**

For 2013-2014 and 2014-2015 negotiations, the reopeners shall be two articles of each party's choosing and any proposed changes to salary schedule. No aspects of Article Eight, other than the salary schedule, may be reopened except by mutual agreement of the parties.

The CSEA labor representative and District chief negotiator shall identify and set aside a list of dates for spring negotiations by December 15<sup>th</sup>. The parties agree to complete initial proposals for a successor contract by February 15<sup>th</sup>, for sunshining at the next Board meeting. Initial proposals for reopeners during the 3-year term of the contract shall be completed by March 1<sup>st</sup> of each year, for sunshining at the March Board meeting. Negotiations shall commence as soon as possible after the Board has sunshined the proposal.

**FOR CSEA CHAPTER #270  
GAVILAN COLLEGE**



Diana Seelie  
Chapter President

Negotiation Team:

Diana Seelie  
Chapter President

Denise Apuzzo  
CSEA Unit Member

Annette Gutierrez  
CSEA Unit Member

Lena Valdez  
Labor Relations Representative

**FOR GAVILAN JOINT COMMUNITY  
COLLEGE DISTRICT**



Steven M. Kinsella, DBA  
Superintendent/President

Negotiation Team:

Joseph Keeler  
Vice President of Administrative Services

Eric Ramones  
Director, Human Resources

Susan Cheu  
Director, Business Services

Richard Alfaro  
Director, TRIO

Sarah Kaatz, Esq.  
Lozano Smith

**APPENDIX A**  
**CLASSIFIED SALARY SCHEDULE**

**Classified Employee Annual Salary Schedule FY 2012-13**

Effective July 1, 2012

Annual values based on 12 Months per year @ 1.0 FTE

Step	A	B	C	D	E
Track 1	23,167	24,325	25,540	26,816	28,156
2	24,324	25,540	26,816	28,156	29,565
3	25,540	26,817	28,156	29,565	31,043
4	26,816	28,156	29,565	31,043	32,596
5	28,156	29,564	31,043	32,596	34,225
6	29,565	31,043	32,596	34,225	35,936
7	31,060	32,614	34,246	35,958	37,756
8	32,626	34,257	35,970	37,769	39,656
9	34,211	35,922	37,719	39,605	41,586
10	35,953	37,750	39,637	41,619	43,700
11	37,774	39,662	41,645	43,727	45,912
12	39,619	41,599	43,681	45,864	48,158
13	41,649	43,732	45,919	48,214	50,626
14	43,883	46,077	48,381	50,801	53,340
15	45,915	48,210	50,623	53,152	55,811
16	48,232	50,645	53,176	55,835	58,628
17	50,701	53,235	55,895	58,691	61,626
18	53,200	55,859	58,653	61,585	64,664
19	55,752	58,540	61,467	64,541	67,768
20	58,676	61,610	64,690	67,925	71,320
21	61,609	64,690	67,925	71,320	74,887
22	64,736	67,972	71,369	74,938	78,685

**Longevity Steps**

A maximum of three (3) longevity steps may be accumulated: one at the tenth (10th) year, one at the fifteenth (15th) year, and one at the twentieth (20th) year. Compensation for longevity will be as follows:

- Upon completion of the ninth (9th) year of service with the District, \$50.00 per month will be added to the employee's existing salary.
- Upon completion of the fourteenth (14th) year of service with the District, \$100.00 per month will be added to the employee's existing salary for a total longevity step of \$150.00.
- Upon completion of the nineteenth (19th) year of service with the District, \$200.00 per month will be added to the employee's existing salary for a total longevity step of \$350.00.

## Classified Employee Monthly Salary Schedule FY 2012-13

Effective July 1, 2012

Monthly values based on 40 Hours per week @ 1.0 FTE

Monthly values calculated from annual / 12 months

Step	A	B	C	D	E
Track 1	1,931	2,027	2,128	2,235	2,346
2	2,027	2,128	2,235	2,346	2,464
3	2,128	2,235	2,346	2,464	2,587
4	2,235	2,346	2,464	2,587	2,716
5	2,346	2,464	2,587	2,716	2,852
6	2,464	2,587	2,716	2,852	2,995
7	2,588	2,718	2,854	2,997	3,146
8	2,719	2,855	2,997	3,147	3,305
9	2,851	2,993	3,143	3,300	3,465
10	2,996	3,146	3,303	3,468	3,642
11	3,148	3,305	3,470	3,644	3,826
12	3,302	3,467	3,640	3,822	4,013
13	3,471	3,644	3,827	4,018	4,219
14	3,657	3,840	4,032	4,233	4,445
15	3,826	4,018	4,219	4,429	4,651
16	4,019	4,220	4,431	4,653	4,886
17	4,225	4,436	4,658	4,891	5,136
18	4,433	4,655	4,888	5,132	5,389
19	4,646	4,878	5,122	5,378	5,647
20	4,890	5,134	5,391	5,660	5,943
21	5,134	5,391	5,660	5,943	6,241
22	5,395	5,664	5,947	6,245	6,557

## Longevity Steps

A maximum of three (3) longevity steps may be accumulated: one at the tenth (10th) year, one at the fifteenth (15th) year, and one at the twentieth (20th) year. Compensation for longevity will be as follows:

- Upon completion of the ninth (9th) year of service with the District, \$50.00 per month will be added to the employee's existing salary.
- Upon completion of the fourteenth (14th) year of service with the District, \$100.00 per month will be added to the employee's existing salary for a total longevity step of \$150.00.
- Upon completion of the nineteenth (19th) year of service with the District, \$200.00 per month will be added to the employee's existing salary for a total longevity step of \$350.00.

## Classified Employee Hourly Salary Schedule FY 2012 - 2013

Effective July 1, 2012

Hourly values calculated from annual / 52 weeks / 40 hours

Step	A	B	C	D	E
Track 1	11.14	11.69	12.28	12.89	13.54
2	11.69	12.28	12.89	13.54	14.21
3	12.28	12.89	13.54	14.21	14.92
4	12.89	13.54	14.21	14.92	15.67
5	13.54	14.21	14.92	15.67	16.45
6	14.21	14.92	15.67	16.45	17.28
7	14.93	15.68	16.46	17.29	18.15
8	15.69	16.47	17.29	18.16	19.07
9	16.45	17.27	18.13	19.04	19.99
10	17.29	18.15	19.06	20.01	21.01
11	18.16	19.07	20.02	21.02	22.07
12	19.05	20.00	21.00	22.05	23.15
13	20.02	21.03	22.08	23.18	24.34
14	21.10	22.15	23.26	24.42	25.64
15	22.07	23.18	24.34	25.55	26.83
16	23.19	24.35	25.57	26.84	28.19
17	24.38	25.59	26.87	28.22	29.63
18	25.58	26.86	28.20	29.61	31.09
19	26.80	28.14	29.55	31.03	32.58
20	28.21	29.62	31.10	32.66	34.29
21	29.62	31.10	32.66	34.29	36.00
22	31.12	32.68	34.31	36.03	37.83

## Longevity Steps

A maximum of three (3) longevity steps may be accumulated: one at the tenth (10th) year, one at the fifteenth (15th) year, and one at the twentieth (20th) year. Compensation for longevity will be as follows:

- Upon completion of the ninth (9th) year of service with the District, \$50.00 per month will be added to the employee's existing salary.
- Upon completion of the fourteenth (14th) year of service with the District, \$100.00 per month will be added to the employee's existing salary for a total longevity step of \$150.00.
- Upon completion of the nineteenth (19th) year of service with the District, \$200.00 per month will be added to the employee's existing salary for a total longevity step of \$350.00

## APPENDIX B

## CLASSIFIED JOB CLASSIFICATION AND TRACKS

Effective July 1, 2010

Job Classification - alphabetical	Track	Job Classification - alphabetical	Track
Accountant	20	Job Developer	13
Accounting Assistant	11	Lead Custodian	10
Adaptive Services Specialist	15	Library Systems Technician	15
Admissions/Student Records Technician	11	Library Technician	10
Athletic Trainer	14	Mailroom Clerk	6
Campus Parking Monitor	6	Maintenance Leadperson	17
Campus Security Officer	10	Mobility Aide	6
Campus Services Receptionist	7	Multimedia Technician	15
Career/Transfer Specialist	14	Office Assistant	7
CDC Assistant Teacher	7	Payroll Officer	18
CDC Teacher	14	Program Services Specialist	14
Chemistry/Biological Sci Lab Coordinator	17	Purchasing Agent	16
Computer Center Specialist	15	Reprographics Operator	9
Computer Hardware/Software Technician	18	Senior Accountant	22
Computer Programmer Analyst	19	Senior CDC Teacher	17
Custodian	6	Senior Computer Hardware/Software Tech	22
Departmental Assistant	10	Senior Departmental Assistant	12
Facilities Maintenance Worker I	7	Senior Instructional Program Specialist	16
Facilities Maintenance Worker II	14	Senior Library Technician	13
Facilities Use Scheduler	9	Senior Program Services Specialist	17
Financial Aid Technician I	8	Student Assessment Specialist	13
Financial Aid Technician II	10	Student Financial Services Technician	11
Food Service Worker	8	Theater Technical Coordinator	17
Groundskeeper	10	Vocational Instructional Specialist	14
Groundskeeper Specialist	13	Warehouse Inventory Control Tech	11
Instructional Program Specialist	13	Webmaster	21

Job Classification – by track	Track	Job Classification - by track	Track
Senior Accountant	22	Job Developer	13
Senior Computer Hardware/Software Tech	22	Senior Library Technician	13
Webmaster	21	Student Assessment Specialist	13
Accountant	20	Senior Departmental Assistant	12
Computer Programmer Analyst	19	Accounting Assistant	11
Computer Hardware/Software Technician	18	Admissions/Student Records Technician	11
Payroll Officer	18	Warehouse Inventory Control Tech	11
Chemistry/Biological Sci Lab Coordinator	17	Student Financial Services Technician	11
Maintenance Leadperson	17	Campus Security Officer	10
Senior CDC Teacher	17	Departmental Assistant	10
Senior Program Services Specialist	17	Financial Aid Technician II	10
Theater Technical Coordinator	17	Groundskeeper	10
Purchasing Agent	16	Library Technician	10
Senior Instructional Program Specialist	16	Lead Custodian	10
Adaptive Services Specialist	15	Facilities Use Scheduler	9
Library Systems Technician	15	Reprographics Operator	9
Multimedia Technician	15	Food Service Worker	8
Computer Center Specialist	15	Financial Aid Technician I	8
Athletic Trainer	14	CDC Assistant Teacher	7
Career/Transfer Specialist	14	Facilities Maintenance Worker I	7
CDC Teacher	14	Office Assistant	7
Facilities Maintenance Worker II	14	Campus Services Receptionist	7
Program Services Specialist	14	Campus Parking Monitor	6
Vocational Instructional Specialist	14	Custodian	6
Groundskeeper Specialist	13	Mailroom Clerk	6
Instructional Program Specialist	13	Mobility Aide	6

**EXHIBIT 1**

**TENTATIVE AGREEMENT FOR 2012 - 2013 NEGOTIATIONS**

**GAVILAN COMMUNITY COLLEGE DISTRICT AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #270**

Tentative Agreement 2012-2013  
August 27, 2012

Gavilan Community College District ("District") and California School Employees Association, Chapter #270 ("CSEA") agree to the following:

1. The Parties agree to modify the first sentence of section 9.4.5.1 to state the following: "An account will be established within the general fund of \$4000 per year to be administered by the Business Office to be used for the purpose of providing for staff development activities."

2. The Parties agree to add the following to Article 2:

"2.4 Any employee who drives his or her own vehicle for District purposes has a duty to notify the District if he or she does not have a valid driver's license or if the license has been suspended or revoked. The District reserves the right to periodically request a DMV printout from employees who drive District vehicles to show that the employee has a valid license."

3. The Parties agree to modify the salary schedule as shown in Exhibit A. The employee currently on Range 19 shall receive payment based on the new schedule retroactive to his date of hire.

4. The Parties agree to modify Article 23, Section 23.1 "Term of Agreement" as follows:

"This Agreement shall remain in full force and effect from July 1, 2012 up to and including June 30, 2015. Thereafter it shall continue in effect automatically until ratification of a binding written agreement by the parties which supersedes this Agreement."

The first sentence of Section 23.2 will be changed to, "For 2013-14 and 2014-15 negotiations, the reopeners shall be two articles of each party's choosing and any proposed changes to salary schedule." The remaining parts of Section 23.2 shall remain the same.

5. These changes will be effective upon ratification by Chapter 270 and the Governing Board of Gavilan College.

6. This Tentative Agreement concludes negotiations for the 2012-2013 year.

For CSEA

*Diana R. Seelie*  
~~*[Signature]*~~  
*Doris [Signature]*  
*R. [Signature] / LRR*

For DISTRICT

*[Signature]*  
~~*[Signature]*~~  
~~*[Signature]*~~  
~~*[Signature]*~~



**EXHIBIT 2**  
**TENTATIVE AGREEMENT FOR 2011 - 2012 NEGOTIATIONS**

**GAVILAN COMMUNITY COLLEGE DISTRICT  
AND CSEA CHAPTER #270**

**TENTATIVE AGREEMENT  
May 18, 2011**

Gavilan Community College District ("District") and California School Employees Association, Chapter #270 ("CSEA") execute this tentative agreement to complete successor agreement negotiations for the 2011-2014 contract years:

1. The Parties agree to a three year agreement (2011-2014), with the modifications stated in Attachment A.
2. The Parties agree to the following package for compensation and benefits:
  - a. The salary schedule shall be increased by 2%, effective July 1, 2011.
  - b. The District will maintain health and welfare benefits as provided in Article 8, section 8.6.
3. Appendix C will be removed from the contract (the provisions have been inserted in the appropriate part of the contract).
4. Exhibits 1 and 2 will be removed. This Tentative Agreement shall become Exhibit 1 to the contract.
5. The Parties agree to the following mutual reopeners for 2012-2013 negotiations: Article 10, section 10.3 and Article 12.
6. This tentative agreement takes effect upon ratification by CSEA and the District's Governing Board.

FOR CSEA	Date
<u>Diana Seelie</u>	<u>5-18-11</u>
<u>Annette Antierrog</u>	<u>5/18/11</u>
<u>Deise Amador</u>	<u>5/18/11</u>
<u>R. Jana Valdez / LRR CSEA</u>	

FOR DISTRICT	Date
<u>Joseph D Keelan</u>	<u>5.18.11</u>
<u>J. Kaatz</u>	<u>5.18.11</u>
<u>R. Kamm</u>	<u>5.18.11</u>
<u>R. Casley</u>	<u>5/18/11</u>