

**Contract between
Lassen Community
College District
And
California School
Employees Association
(CSEA)
Chapter 591**

November 1, 2011 – October 31, 2014

CSEA/LCCD 2011/2014 Contract

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ARTICLE 1

Recognition

- 1.1 The Governing Board of the Lassen Community College District hereinafter referred to as the "District" hereby recognizes the California School Employees Association, Chapter #591, hereinafter referred to as "CSEA", as the sole and exclusive representative of those enumerated in the stipulated Agreement executed and attached hereto as Appendix "A".
- 1.2 The District agrees not to negotiate with any other organization in matters upon which CSEA is exclusive representative, and agrees not to negotiate with any member of the unit individually during the duration of this Agreement on matters subject to negotiations.
- 1.3 CSEA recognizes the Governing Board as the duly elected representative of the people and agrees to negotiate only with the District's representative officially designated by the Board to act in its behalf. CSEA further agrees that neither it nor any members or agents will attempt to negotiate privately or individually with the Board, any Board member, administrator or other person or persons not officially designated by the Board as its representative.
- 1.4 Exclusions: All management and supervisory employees, all casual/limited term personnel (substitute employees), all confidential employees, all academic employees.
- 1.5 Inclusions: Bargaining Unit Composition: Refer to Appendix "A".

ARTICLE 2

Severability and Savings

- 2.1 If any provision of this Agreement or any application of this Agreement to any unit member or group of unit members is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.
- 2.2 In the event of suspension or invalidation of any Article or section of this Agreement, the parties agree to meet and negotiate within 30 days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE 3

Waiver of Bargaining

- 3.1 During the term of this Agreement, the District and CSEA expressly waive and relinquish the right to bargain collectively on any matters.
- 3.1.1 Whether or not specifically referred to or covered in this Agreement.
- 3.1.2 Even though not within the knowledge or contemplation of either party at the time of negotiations;
- 3.1.3 Even though during negotiations the matters were proposed and later withdrawn;
- 3.1.4 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state law and that in the absence of specific provisions in this Agreement, such practices and procedures are discretionary with the District and CSEA will be consulted prior to implementation.
- 3.1.5 Such waiver does not preclude bargaining collectively for subsequent, new collective bargaining agreements during the term of this Agreement.
- 3.2 This Agreement shall constitute the full and complete commitment between both parties. This agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

ARTICLE 4

Past Practices

- 4.1 Nothing contained in this Agreement shall be interpreted as to imply or permit the invocation of past practice, or tradition, or accumulation of any employee or District rights or privileges other than those expressly stated herein or in the law.
- 4.2 Parties agree that past practices, standards, obligations and commitments of the District to its employees relating to this contract are rejected mutually as a condition of entering into this Agreement, except as they are expressly stated herein or in board policy or in the Education Code.

ARTICLE 5

Association Rights

5.1 Distribution of Materials

Pursuant to Government Code section 3543.1(b), CSEA may distribute organizational literature on District property, through the intra-district mail system and District e-mail, provided there is no interference with District business. No one shall be allowed to distribute materials in a manner which distracts employees while performing their duties. Literature and similar materials may be distributed only in site location(s) designated by the Chapter President or his/her designee, and must be identified as authorized by CSEA.

5.2 Posting of Materials

Posting of organizational recruiting notices, posters and similar materials will be permitted only on designated bulletin boards or other appropriate areas as determined by the Chapter President of CSEA.

5.3 CSEA shall provide the Superintendent/President the name(s) of recognized employee organization representative(s) authorized to discuss organizational matters with District unit members. Each notification shall include a statement agreeing to comply with Section 5.1 above.

5.3.1 Authorized representatives shall, upon arriving at the District, report to the Superintendent/President or designee providing information regarding length, place and purpose of visit.

5.3.2 CSEA representative may engage in recruiting activities on District property provided they do not interfere with unit members during hours of duty assignment. Recruiting contacts shall not be made with unit members while on duty. Representatives may contact unit members who are off duty, before or after work, during rest breaks or during lunch break.

5.4 Use of Facilities

Advance request for use of District facilities must be made in accordance with established District procedure. No rental charge will be made for use of district facilities.

5.5 Use of District Property

No District funds, services, supplies, or equipment shall be used for the purpose of urging the support or defeat of any ballot measure or candidate, including, but not limited to, any candidate for the election to the District's Governing Board. Nothing in this section shall prohibit the use of any of the public resources described above to provide information to the public about the possible effects of any bond issue or other ballot measure if both of the following conditions are met:

- (1) The informational activities are otherwise authorized by the Constitution or laws of this state; and (2) the

information provided constitutes a fair and impartial presentation of relevant facts to aid the electorate in reaching an informed judgment regarding the bond issue or ballot measure.

- (2) Nothing in this section shall be construed to prohibit CSEA or its representatives from soliciting or receiving political funds or contributions from employee members to promote the support or defeat of any ballot measure on District property during an employee's nonworking time (meaning time outside an employee's working hours, whether before or after school or during the employee's meal period or other scheduled work intermittency during the school day).

5.6 Requests for District Information

CSEA may obtain a roster of names and addresses of CSEA unit employees and a complete classification seniority roster from the Office of Human Resources, upon written request, once each fiscal year or as otherwise necessary for CSEA to properly represent its unit members. If a unit member provides the District with a written statement requesting their names and addresses not be released to CSEA, the District and CSEA agree the information will not be released.

5.7 Release Time

5.7.1 Release Time for Negotiations

5.7.1.1 CSEA Negotiating Team members shall receive twenty-two and one half (22.5) hours of paid release time to prepare proposals, counter-proposals and related documents for a successor agreement. They shall also receive one and one half hours of paid release time per each scheduled negotiations session. The District and CSEA shall mutually agree as to when release time is taken.

5.7.1.2 The unit may designate up to four (4) members of the unit to serve on the Negotiating Team. The District will grant reasonable release time for these unit members to participate in negotiation sessions with the District. The District will also provide reasonable release time for one additional person of the Team's choice to serve as an interest based approach facilitator and/or recorder, but not as a participant.

5.7.1.3 No person other than the appointed negotiators and/or facilitators will be present during negotiating sessions without prior notification and mutual consent of CSEA and the District.

5.7.2 Release Time for Job Stewards

The Job Steward will notify his or her immediate

supervisor of the proposed release time needed for the steward to attend any of the aforementioned items. The steward will make every effort to notify the immediate supervisor 24 hours in advance. The supervisor shall make every effort to accommodate the request barring a bonafide District operational need.

5.7.2.1 CSEA will annually provide the District with the names of all Job Stewards authorized by CSEA to represent unit members, including, but not limited to, elected Chapter Officers. CSEA Job Stewards shall have the right to receive reasonable periods, except as otherwise noted below, of release time without loss of compensation to:

- (a) Receive, investigate, and process unresolved complaints which may lead to a grievance.
- (b) Implement the contract.
- (c) Be a representative for unit members upon request in supervisor/employee meetings when the employee feels the meeting may lead to disciplinary action.
- (d) Be present at all levels of the grievance procedures and/or hearings.
- (e) Meet with the CSEA labor relations representative in regards to items A-D.
- (f) Job Stewards will keep a log of the release time used for review upon request.

5.7.2.2 The job steward will notify his/her immediate supervisor of the proposed release time needed to attend any of the aforementioned items. The steward will make every effort to notify the immediate supervisor 24 hours in advance. The Supervisor shall make every effort to accommodate the request barring a bonafide District operational need.

5.7.2.3 With the approval of the appropriate supervisor at each level of the grievance procedure, one additional union representative may be permitted to be present. No paid District release time will be granted for the additional representative.

5.7.3 Other Release Time

- 5.7.3.1 As the exclusive representative of the classified bargaining unit, CSEA will continue to have a regularly scheduled monthly meeting. Classified employees shall be given one hour of release time to attend. Advanced notice to supervisors will be given. Every effort will be made to allow for participation by the employee unless unusual circumstances arise.
- 5.7.3.2 Shared Governance: Unit members are encouraged to participate in shared governance activities with the understanding that the supervisor and employee shall mutually agree on reasonable released time to participate in such activities. The District will encourage supervisors to be flexible and work with unit members in order for unit members to have the opportunity to have representation on campus committees and for the District to adhere to the true spirit of shared governance.
- 5.7.3.3 Unit members who have been elected as the chair of a college committee will be given a reasonable amount of release time to be able to adequately and professionally conduct the business of said committee.
- 5.7.3.4 A CSEA member may use no more than six (6) days of paid release time annually to attend meetings related to their appointment to a state association committee or as a state officer. This release time may be taken in half-day increments.
- 5.7.3.5 One designated CSEA representative may attend the CSEA annual state conference without loss of pay for a period of up to five (5) days. The District may contribute toward the expenses of conferences and in-service training, depending upon the availability of funds. Deductions will not be made to accumulated leave balances.

5.8 Organizational Security

5.8.1 Purpose

It is the intent of the parties to implement the fair share service fee provisions of Government Code Section 3546.

5.8.2 Dues and Service Fee Deductions

- 5.8.2.1 Exclusive Rights to Membership Dues and Service Fees. CSEA shall have the sole and exclusive right to have membership dues and service fees

deducted from wages paid by the District to employees in the bargaining unit.

- 5.8.2.2 Dues Deduction. The District shall deduct in accordance with the CSEA Dues and Service Fee Schedule dues from the wages of all Unit Members who are members of CSEA on the date of the execution of this agreement, and who have submitted dues authorization forms to the District, or who, after the date of execution of this agreement, become members of CSEA and submit to the District a dues authorization form.
- 5.8.2.3 Maintenance of Membership. Unit Members who are members of CSEA on the effective date of this agreement, or who become members of CSEA during the term of this agreement, shall maintain their membership in CSEA during the term of this agreement; or, in the alternative, the District shall deduct from the salaries of such Unit Members a service fee as set forth in Article 5.8.2.2.
- 5.8.2.4 Maintenance of Membership. Pursuant to Government Code Section 3546(a), upon written request from CSEA, employees in the bargaining unit who are not members of CSEA as of July 1, 2001, and employees who hereafter come into the bargaining unit, shall either apply for membership and execute an authorization for dues deduction on a form provided by CSEA, or in the alternative the District shall deduct from the salaries of such Unit Members a service fee equal to the CSEA Dues and Service Fee Schedule (consistent with Education Code 45168 and 45061) and payable to CSEA for the representational duties required under the Educational Employment Relations Act.
- 5.8.2.5 Religious Objections.
- (A) Any Unit Member who is a member of a religious body whose traditional tenets or teachings include objections to joining or paying service fees to employee organizations shall not be required to join and maintain membership in, or pay service fees to CSEA as a condition of employment. However, such Unit Member shall be required, in lieu of a service fee required by this agreement to pay sums equal to such service fee to one of the following nonreligious, non-labor organization, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:

- (a) Ronald McDonald House
- (b) Lassen County United Way
- (c) Lassen High School Science Boosters
- (d) Shasta, Trinity, Lassen Red Cross

(B) Any Unit Member claiming this religious exemption must file a written request for exemption with CSEA. If the request is granted, the Unit Member shall, as a condition of continued exemption from the requirement of paying service fees to CSEA, furnish CSEA with copies of receipts from the charity selected, as proof that such payments have been made, or shall authorize payroll deduction of such payments.

5.8.2.6 Effective Date for Payment of Dues and Fees.
No Unit Member shall be obligated to pay dues or service fees to CSEA until the first of the month following 30 calendar days after the employee first comes into the bargaining unit.

5.8.3 Payments to CSEA
The District shall pay to CSEA within 20 days of the deduction all sums deducted. Along with each monthly payment to CSEA, the District shall furnish CSEA with a list of all unit members indicating the amount deducted.

5.8.4 Notice to Employees
CSEA will furnish all service fee payers with an adequate explanation of the basis for the fee and the calculation of that portion of the fee which is chargeable to activities related to collective bargaining. CSEA will provide all service fee payers with a reasonably prompt opportunity to challenge this calculation before an impartial decision maker and will deposit into an interest-bearing escrow account all amounts reasonable in dispute while such challenges are pending. Such actions shall be in accordance with all Public Employment Relations Board and all other legal requirements.

5.8.5 Indemnification and Holding Harmless

5.8.5.1 CSEA agrees to reimburse the District, its officers and agents for reasonable attorney's fees and legal costs incurred after notice to CSEA in defending against any court or administrative action challenging the legality of the organizational security provisions of the agreement or implementation thereof.

5.8.5.2 CSEA agrees to reimburse the District, its officers and agents for any award or compromise of damages or liability arising out of any

court or administrative action challenging the legality of the organizational security provisions of this agreement or the implementation thereof, provided the District has complied with the terms of this Article and has promptly notified CSEA of its awareness of such an action.

5.8.5.3 CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

5.8.6 Direct Payment

Nothing contained herein shall prohibit a Unit Member from paying service fees directly to CSEA. The District shall immediately notify the CSEA chapter treasurer if any member of the bargaining unit revokes a dues, service fee or payment in lieu of service fee deduction authorization.

5.8.7 Grievability

This Article shall not be subject to the arbitration of the grievance procedure.

5.8.8 Other Deductions

5.8.8.1 Bargaining unit members shall be accorded the right to other deductions as specified in the Education Code and exercised by the Board of Trustees of the District.

5.8.8.2 Upon written authorization from a member of the bargaining unit, the District shall deduct the appropriate amount from the salary of any member of the unit and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs for which such deductions are permitted by law.

5.8.9 The Association agrees to furnish the necessary information needed by the District to fulfill the provisions of this article.

5.8.10 The District shall give a copy of the parties' collective bargaining agreement to all new *classified* employees along with their new hire packet (w-4, I-9, health insurance, etc.) The District shall notify the Chapter President of all new bargaining unit members including their position and work site prior to bargaining unit members' first day of work.

5.9 Two copies of every Governing Board meeting packet shall be delivered to a designee of CSEA prior to every Board meeting. Board minutes and fiscal reports approved by action of the

Governing Board shall be available for CSEA review. CSEA shall receive one copy of the Annual Audit Report. These documents shall be provided at no cost to CSEA.

- 5.10 The District shall, within thirty (30) days of ratification of the Agreement by CSEA and the District, prepare, print and distribute this agreement to all unit members. Copies of this agreement shall be distributed to all new employees coming into the bargaining unit and four (4) copies shall be given to the labor relations representative. These documents shall be provided at no cost to CSEA.

ARTICLE 6

DISTRICT RIGHTS

- 6.1 CSEA recognizes and agrees that the exercise of the express and implied legal powers, rights, duties and responsibilities by the District e.g., the adoption of policies, rules, regulations and practices in furtherance of these powers, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.
- 6.2 CSEA recognizes and agrees that the District powers, rights, authority, duties and responsibilities include, but without limiting the generality of the foregoing, the exclusive right to manage its operation; direct, select, decrease and increase the work force, including but not limited to hiring, demotion, suspension, layoff or discharge, to maintain discipline and efficiency of employees, to prescribe rules to that effect, to establish and change standards, to determine the qualifications of employees; the right to make all plans and decisions on matters involving its operation; to determine solely the extent to which the facilities of any department thereof shall be operated, the additions thereto, the removal of equipment, the outside purchase of products or services, the scheduling of operations, the means and processes of operations, the materials to be used, and the right to introduce new, or improved methods and facilities, and to change or alter any existing methods and facilities; to regulate quality and quantity of services and to otherwise take any actions desired to run the entire operation efficiently; the right to establish, and/or modify the workday, workweek and/or work year of unit positions to meet District needs upon giving, whenever possible, ten (10) days notice to the unit member(s) affected as long as the notification does not constitute a reduction in hours, workweek or work year. Before any modification, the District will consult with CSEA and provide in writing the reason or reasons for the modification.
- 6.3 CSEA recognizes and agrees that the District retains its rights to amend, modify, or rescind policies and practices referred to in this Agreement in case of emergency as declared by the Superintendent/President.
- 6.3.1 An emergency is considered an act of God, a natural disaster, or dire or threatened dire interruption of the district operation. When an emergency is declared the District shall immediately notify and consult with CSEA.
- 6.3.2 CSEA agrees it will abide by such emergency decisions of the board during the time of the declared emergency.
- 6.3.3 District agrees that in regard to a declared emergency and decision made therein, CSEA should have the right to subject declarations and decisions made therein to the provision of the grievance procedure.
- 6.4 The District reserves the right to establish the workday,

workweek, and work year to meet district needs. The District's normal hours of operation shall be from 8:00 a.m. to 4:30 p.m., Monday through Friday. Positions less than 12 months shall be for the pro-rata portion of days that the work year bears to 12 months.

- 6.5 District shall not retaliate against any unit member for exercising rights protected by the Educational Employment Relations Act.

ARTICLE 7

LEAVES

Unit members employed less than full-time (12 months, 7-1/2 hours per day) shall be entitled to leave pro-rated at the same ratio as their regular work schedule bears to full-time service.

7.1 Bereavement Leave

7.1.1 Unit members shall be granted paid leave in the event of the death of any member of their immediate family. The leave shall be for a period of three (3) days if they are required to travel within a 150-mile radius of their home, and five (5) days if they are required to travel outside of a 150-mile radius of their home, or if the death was that of a unit member's spouse, Domestic Partner, child or parent.

7.1.2 For purposes of Article 7.1.1, "immediate family" is defined as the spouse or domestic partner of a unit member, and the mother, father, sister, brother, son, daughter, grandfather, grandmother, grandchild, foster parent, step-parent, step-son, step-daughter, foster son, foster daughter, niece, nephew, aunt, or uncle of unit member or a unit member's spouse or domestic partner. Immediate family shall also include any person living in a unit member's home.

7.1.3 Bereavement leave may be granted during a paid leave of absence, but will not be granted during an unpaid leave of absence.

7.1.4 Employees who wish to extend their bereavement leave beyond the limits specified here may do so through use of personal necessity or vacation leave. Under no circumstances will leave be reduced until bereavement leave is exhausted.

7.1.5 The District may require verification of the location and death of the immediate family member.

7.2 Jury Duty

7.2.1 When regularly called for jury duty in the manner provided by law, members shall be granted a leave of absence without loss of pay for the time the employee is required to perform jury duty during the employee's regularly assigned working hours.

7.2.2 Requests for jury duty should be made by presenting as soon as possible the official court summons to the member's supervisor.

7.2.3 Reimbursement to the District of any monies earned as a

juror, except mileage, shall be made by the member.

- 7.2.4 Unit members regularly called for jury duty shall not be encouraged in any way to seek exemption from such duty nor shall they be discriminated against in any way for not seeking such exemption.
 - 7.2.5 Employees are required to return to work during any day in which jury services are not required.
 - 7.2.6 The District may require verification of jury duty prior to, or subsequent to, providing compensation.
- 7.3 Military Leave
- 7.3.1 An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.
 - 7.3.2 Any employee who is on temporary military leave of absence for ordered military duty, shall be entitled to receive salary as a public employee for the first thirty (30) days of any such absence (reference Military Code 395.01)
- 7.4 Personal Necessity Leave
- 7.4.1 A unit member may be granted a maximum of seven (7) days leave of absence in any school year without loss of pay, in cases of personal necessity upon approval of the employee's area administrator. Such leaves shall be deducted from the employee's accumulated sick leave.
 - 7.4.2 Personal necessities are limited to the following:
 - (a) Death of a member of the employee's immediate family when additional leave is required beyond that provided in Article 7.1.1;
 - (b) Serious illness or accident involving the person or property, or the person or property of the employee or of a member of the employee's immediate family;
 - (c) Appearance in any court or before any administrative tribunal as a litigant, part, or witness under subpoena or any order made with jurisdiction.
 - 7.4.3 This leave specifically does not include any recreational use or any use related to present or prospective employment. Such leave as applied for, used, and/or granted must be on matters which cannot be accomplished other than during the employee's regular working hours, or deferred to a more convenient date or time to accommodate the regular work schedule.

- 7.4.4 "Immediate family" will be interpreted to mean the same as Article 7.1.2
- 7.4.5 Personal Business Leave: Each employee shall be entitled to utilize (3) personal necessity days in total of paid leave annually for the purpose of conducting personal business, which can be taken in half day increments and charged to personal necessity.
- 7.5 Industrial Accident or Illness Leave
- 7.5.1 Definition: An industrial illness or injury is defined as an illness or injury arising out of or in the course of employment with the District. It is an illness or injury supported by a physician's certificate and qualifying as being work related. The Worker's Compensation claims administrator will verify that the injury/illness is work related.
- 7.5.2 Allowable leave will not exceed 75 working days for the same injury or illness. When an industrial accident or illness occurs at a time when the full 75 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.
- 7.5.3 Allowable leave shall not be accumulative from year to year.
- 7.5.4 Industrial accident or illness leave of absence will commence on the first day of absence.
- 7.5.5 Payment for wages lost on any day shall not, when added to an award granted the employee under the worker's compensation laws of this state, exceed the normal wage for the day.
- 7.5.6 Industrial accident leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under worker's compensation.
- 7.5.7 When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used, but if an employee is receiving worker's compensation, the person shall be entitled to use only so much of the person's accumulated or available sick leave, accumulated compensating time, vacation or other available leave which, when added to the worker's compensation award, provide for a full day's wage or salary.
- 7.5.8 During the leave, the unit member may return to their former position without any loss of status or benefits. However, prior to returning the unit member must provide the District's Office of Human Resources with a written

return to work notice from their physicians verifying the unit member's ability to resume their duties without limitations. If a return to work notice includes limitations, the District's Director of Human Resources or his/her designee shall meet with the unit member and engage in the "interactive process" in an attempt to identify reasonable accommodation(s) that do not impose an undue burden on the District. Such accommodations may include, but are not limited to modified work assignments. Periods of leave shall not be considered a break in service.

- 7.5.9 During all paid leaves of absences, the employee shall endorse to the district wage loss benefit checks received under the worker's compensation laws of this state.
- 7.5.10 When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of the person's former position, the employee, shall be placed on a reemployment list for a period of 39 months. An employee medically released for return to duty who fails to accept an appropriate assignment shall be dismissed.
- 7.5.11 During industrial illness and injury leave, the unit member must remain within the State of California, unless authorized to travel elsewhere by the Superintendent/President or his/her designee. Notwithstanding the above, unit members on industrial illness and injury leave may travel to Reno, Nevada and Sparks, Nevada.
- 7.5.12 Each unit member shall be responsible for reporting any accident or injury that occurs. The accident or injury shall be reported to the Office of Human Resources as soon as possible.

7.6 Sick Leave

- 7.6.1 Members employed five (5) days a week shall be entitled to twelve (12) days leave of absence for illness or injury with full pay for a fiscal year of service. This entitlement shall be credited at the commencement of employment or at the start of each succeeding fiscal year (July 1) to full-time employees. Fractional assignment shall receive proportionate leave entitlement.
- 7.6.2 Members employed five (5) days a week for less than a full fiscal year are entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of days they are employed per week bears to twelve (12).
- 7.6.3 Members employed less than five (5) days per week shall

be entitled, for a fiscal year of service, to that proportion of twelve (12) days leave of absence for illness or injury as the number of days they are employed per week bears to five (5). When such persons are employed for less than a full fiscal year of service this and the preceding paragraph shall determine that portion of leave of absence for illness or injury to which they are entitled.

7.6.4 Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day. Credit for leave of absence need not be accrued prior to taking such leave by the employee and such leave of absence may be taken at any time during the year. New employees of the District shall not be eligible to take more than six (6) days, or the proportionate amount to which they may be entitled under this policy, until the first (1st) day of the calendar month after completion of six (6) complete months of active service with the District.

7.6.5 If the member does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year.

7.6.6 Sick leave may be used for visits to health practitioners. Such leave shall be reasonably scheduled so as to interfere as little as possible with operations of the District and shall be of reasonable duration.

7.6.7 An employee may use in any calendar year the employee's accrued and available sick leave entitlement, in an amount not less than the sick leave that would be accrued during six months at the employee's then current rate of entitlement, to attend to an illness of a child, parent, or spouse of the employee. [SEE FULL TEXT OF AB 109 IN APPENDIX "E"].

7.6.8 Notification

7.6.8.1 Unit members shall submit a sick leave request to their immediate supervisor as soon as they foresee a need to take sick leave.

7.6.8.2 When the need to use sick leave is unforeseeable, unit members shall make a reasonable effort to contact the unit member's immediate supervisor or their designee prior to the start of their regular work schedule on each day of the absence, unless the unit member provides medical verification stating the period of time the unit member will be absent. Daily call in requirements will be waived by mutual consent with the unit member and the supervisor. In the event that contact with the immediate supervisor is not available the unit

member will contact the Office of Human Resources.

- 7.6.8.3 The District may require unit members to provide written medical verification of the need for a continued absence and an anticipated return date for any absence lasting longer than 3 days. If a unit member is absent due to illness for more than three days the District may require him or her to provide a written return to work notice from their physician prior to returning to work to ensure they are able to resume their duties. If a return to work notice includes limitations, the District's Director of Human Resources or his/her designee shall meet with the unit member and engage in the "interactive process" in an attempt to identify reasonable accommodation(s) that do not impose an undue burden on the District. Such accommodations may include, but are not limited to modified work assignment.
- 7.6.9 All sick leave absence shall be reported in writing on the monthly employee attendance reporting time card.
- 7.6.10 Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from, are for all job related purposes, temporary disabilities and shall be treated as a condition of illness.
- 7.6.11 Members must be in active employment or on paid leave at least seventy-five (75) percent of the month to earn one (1) day sick leave per month. Members on extended illness leave are eligible to earn or use sick leave. Sick leave may be applied only on those days when the member is required to report for duty but cannot do so because of illness or injury. Members who become ill or are injured but are not required to report, such as those on leave or vacation, may not use sick leave credits except as provided in Section 7.8.3.
- 7.6.12 Where a member is separated prior to rendering a complete fiscal year of service, the sick leave entitlement for the partial year shall be that proportion of twelve (12) days leave as the number of months in the fiscal year he/she was employed bears to twelve (12).
- 7.6.13 Sick leave entitlement shall be reduced by one (1) day for each month an employee is on leave without pay.
- 7.6.14 Any sick leave benefits earned but unused on the date of retirement may be converted to retirement credit in accordance with Government Code Section 20862.5 or its successor if the employee is filing a request for

retirement.

7.7 Holiday Leave

7.7.1 Members of the unit shall be entitled to the following holidays with pay.

- New Year's Day
- Martin Luther King Day
- Lincoln's Birthday
- Washington's Birthday
- Spring Break (Good Friday)
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day
- The District will be closed on all regularly scheduled workdays falling between Christmas Day and December 31. Three of these days are paid holidays
- December 31
- Employee's birthday, or as otherwise approved, as a paid floating holiday when there are 261 days in a 12 month work year and an additional paid floating day off when there are 262 days in a 12 month work year (as per Article 13.5). By advance employee notification to the district, instead of taking the applicable day(s) off, he/she will be paid for the day(s). Note: 2011-12 has 261 work days; 2012-13 has 260 work days; 2013-14 has 261 work days; 2014-15 has 261 work days.

7.7.2 When a holiday falls on a Sunday, the following Monday shall be deemed to be a holiday in lieu of the day observed. When a holiday falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.

7.7.3 Should a holiday as enumerated above or any other day designated by the Governing Board as a public holiday occur while an employee is absent from work because of sick leave, vacation, or any other paid leave of absence, the holiday shall be considered as time worked and shall not be deducted from other paid leave of absence.

7.7.4 All members shall be entitled to the same number of holidays, regardless of whether they work Monday through Friday or some other shift provided the employee was in paid status the day before or the day after the holiday. Holidays for less than full-time employees shall be prorated.

7.7.5 A member required by the supervisor to work on a holiday

shall receive time and a half pay in addition to the regular day's pay for work on the holiday. If the member does work and is paid overtime for working on a holiday, an additional day off will not be given.

7.7.6 Where a holiday falls on a non-workday for a member working other than Monday through Friday and the holiday is one of those enumerated above, the employee is entitled to an additional day off with pay.

7.7.7 Additional Holidays

Every day declared by the President or Governor of this state as a public fast, mourning, thanksgiving or holiday, or any day declared a holiday by the Governing Board under Education Code Section 88205 or its successors shall be a paid holiday for all employees in the bargaining unit.

7.8 Vacation Leave

7.8.1 Members are entitled to vacation allowance with pay. Vacation entitlement shall be established as the first (1st) of the month of employment if employed between the first (1st) and fifteenth (15th) calendar date of that month or the first (1st) of the following month if employed on or after the sixteenth (16th) calendar date of the month.

7.8.2 Any paid holiday to which an employee is entitled shall not be charged as a day of vacation.

7.8.3 A regular employee who becomes ill, or is injured, during his scheduled vacation leave, may request that the time be deducted from earned sick leave and the vacation period be rescheduled at a later date or be extended. The District may require a medical verification of the illness or injury.

7.8.4 Members working less than full-time shall be entitled to vacation allowance at the same ratio as their work schedule bears to the allowance of the full-time employee.

7.8.5 A unit member must work or be on paid leave of absence in order to earn full vacation leave for that month. A unit member in a paid status for less than a month accrues vacation at the ratio calculated for each hour of paid service as the allowance would be on a regular work basis.

7.8.6 Vacation leave may, with the approval of the District, be taken at any time during the fiscal year after it has been earned. If the member is not permitted to take the full annual vacation, the amount not taken shall accumulate for use in the next year. In no case, however, may an employee carryover more than thirty (30) days vacation.

7.8.6.1 Once a unit member earns and accrues thirty (30) days of vacation, no additional vacation

days shall be earned or accrued until such time as the accrued number of vacation days drops below thirty (30). Instead, vacation days that would have been earned shall instead be accrued as "Flex Days," which may be used during the academic year. At the end of the year, an accounting shall be made of the number of "Flex days" accrued during the year and reconciled with the number of vacation days that the unit member has accrued. If the unit member has less than 30 days of accrued vacation as of June 30 of each year, or if the employment of the unit member is terminated during the academic year and has accrued less than thirty (30) vacation days as of the last date of employment, he or she may request that a corresponding number of "Flex days" be re-characterized as vacation days. All remaining Flex Days that have been accrued during the year or on the last date of employment shall be credited to the unit member as sick leave. In no event shall an employee be deemed to have accrued, or be entitled to payment for, more than thirty (30) vacation days.

For Example: If an employee with 3 years of experience carries 30 days of vacation from 2004-2005 to 2005-2006, the employee will not accrue any additional vacation days during 2005-2006 until vacation days are used by the employee. Instead, any vacation days that the employee would have accrued will be characterized as "Flex Days." If the employee carries over thirty vacation days from the prior year, and does not take any vacation days until August 1, the employee will have accrued fourteen (14) Flex Days. The employee may use those Flex Days as personal days for illness. If the employee thereafter uses 10 days of vacation during the remainder of the school year, the employee will accrue an additional 8 days of vacation per Article 7.8.8, for a total of 28 accrued vacation days. The employee would then be permitted to re-characterize two Flex Days as vacation days, for his/her maximum of thirty (30) days, and the remaining twelve Flex Days shall be credited back as sick leave.

- 7.8.6.2 If approved vacations later are denied without opportunity to reschedule within the fiscal year, the employee will be paid for the excess vacation.
- 7.8.6.3 Employees will be paid for excess vacation when timely vacation requests are denied because of District needs.

7.8.7 Vacation Requests

- 7.8.7.1 Vacation leave will be approved at the convenience of the District so as to disrupt work schedules as little as possible. Vacation must be approved in advance by the immediate supervisor.
- 7.8.7.2 Employee requests for vacation leave must be made in writing.
- 7.8.7.3 If a vacation scheduling conflict arises, the request received and approved earliest will be given priority. Other conflicts may be resolved on the basis of seniority in class.
- 7.8.7.4 Vacation leave requests for leave in excess of twenty (20) days must be made in writing at least six months in advance.
- 7.8.7.5 Vacation time cannot be used by employees for periods of less than one hour.
- 7.8.7.6 After the exhaustion of all sick leave, the absence will be charged against accrued vacation.
- 7.8.7.7 Written approval/denial of vacation requests will be returned to the employee within five (5) days.

7.8.8 Rate of Accumulation

Full-time 12-month unit members shall earn vacation leave at the following schedule:

0 through 4 years of service	1 work day/work month
5 years of service or more	1 $\frac{1}{4}$ work days/work month

Full-time 12-month unit members shall also receive one (1) additional day of vacation leave for each full year of service over five (5) full years of service, up to a maximum benefit of 22 days of vacation leave. Unit Members working less than 12 months per year and/or less than full time shall accrue vacation leave on a prorated basis.

- 7.8.9 Employees who are separated from employment after completing six (6) months of continuous service with the District shall be entitled to payment in lieu of all unused vacation leave which may have accumulated under the terms of this agreement, as of their last day of work.
- 7.8.10 An employee may be granted vacation leave even though not yet earned at the time the vacation is taken. However, if

the employee is terminated prior to earning back the vacation leave, the District shall deduct from the employee's severance check the full amount of salary which was paid for such unearned days of vacation taken.

7.9 Catastrophic Leave

7.9.1 Catastrophic illness or injury is defined as an illness or injury which totally incapacitates the employee or that incapacitates a member of the employee's family (spouse, child), requiring the employee to take time off from work for an extended period of time and which creates a financial hardship for the employee because all sick and other paid time off has been exhausted. When it is a family member who must be cared for, only vacation leave may be donated.

(a) Catastrophic illness or injury may include, but is not limited to heart attack, stroke, kidney failure, cancer, incapacitating disease, major surgery and/or treatment for life threatening illness, or hospitalization as a result of a severe automobile or other accident.

(b) Any mental stress related illness shall be excluded.

(c) Work related injury or illness shall be excluded.

(d) Elective procedures for cosmetic purposes are excluded.

7.9.2 Eligibility to Receive Classified Catastrophic Leave

A unit member shall be eligible to receive Classified catastrophic leave if they:

(a) Are a permanent District classified employee who has donated to the catastrophic leave bank.

(b) Have exhausted all paid leave and

(c) Present a doctor's written verification of injury or illness demonstrating the need for catastrophic leave.

7.9.3 Establishment of Catastrophic Leave Bank

(a) Employees may donate vacation time, sick leave time, or a combination to the Catastrophic Leave Bank in two ways.

(1) Upon receiving a request for Catastrophic Leave benefits from an employee, the District will distribute a notice to employees that a request was received. The request for donation will include the recipient's name only if the

recipient has given written permission. All other information related to the request will be kept confidential.

- (2) Once a year, the District will open a one-month period for open donations of time. If the bank is low, a special request will be made for more time.
- (b) Donations are irrevocable. Leave donated and not used by the requesting employee will be banked for future employees.
- (c) A donation is granted and accepted on the basis of time for time, not to include a dollar value.
- (d) No employee may donate more than 37.5 hours for each employee requesting catastrophic leave.
- (e) A minimum donation of 7.5 hours is required.
- (f) Donations will be made using the District's form.
- (g) Employee's donating time must maintain a minimum of a one-year entitlement of sick leave. (Entitlement means one day of earned sick leave per month.) An employee may donate all vacation time.
- (h) The parties agree that individual unit members may elect to contribute to the classified catastrophic leave bank established under Article 7.9 of the classified collective bargaining agreement and/or the District-wide catastrophic leave policy under Board Policy Number 3960.
- (i) In addition, the parties agree that CSEA as a unit may contribute days accrued in its catastrophic leave bank under Article 7.9 to the District's catastrophic leave bank established under Board Policy Number 3960.
- (j) CSEA further agrees that non-classified employees may likewise donate to the classified catastrophic leave bank established under Article 7.9

7.9.4 Request for and Approval of Classified Catastrophic Leave

- (a) Unit members may request the Classified Catastrophic Leave using the District's Form.
 - (1) Requests shall be submitted to the Office of Human Resources.
 - (2) The request must include a doctor's verification of the illness or injury, including the estimated date of return.

- (b) Unit members may not receive more than 12 months of donated time per illness or injury and in no case may unit member receive more than the time actually excused from work. Paid leaves, including those benefits received under this program, shall not exceed 12 months per illness or injury.
- (c) The Director of Human Resources after consulting with the CSEA president shall determine if the eligibility criteria has been met. CSEA and the unit member requesting the leave shall be notified of the decision in writing. If the request is denied, an explanation of the reason(s) for the denial shall be provided.
- (d) Catastrophic leave shall run concurrently with extended illness leave, FMLA/CFRA leave and all other applicable leaves.
- (e) Appeal Process: Any unit member who has been denied catastrophic leave may file an appeal, in writing, within 30 days to the CSEA Executive Board for reconsideration.

7.9.5 Termination of Catastrophic Leave Benefit

- (a) Donated leave has been exhausted.
- (b) Employee has been in paid catastrophic leave status for six (6) consecutive months.
- (c) Resignation, layoff, or termination.
- (d) Service or disability retirement.
- (e) Death of the employee
- (f) Notification from the employee that the leave is no longer needed.

7.10 Extended Sick Leave

- 7.10.1 On July 1 of each year, each unit employee shall be credited with five (5) months of extended sick leave as provided by Education Code Section 88196. Each day of "other" sick leave will be paid at the differential between the employee's regular pay and the amount actually paid to a substitute.
- 7.10.2 Leaves under this section will run concurrently with other leaves, paid and unpaid, as allowed by law.
- 7.10.3 Leaves under this section may only be used for long-term illness of five (5) days or more. Disabling pregnancies and recovery there from are covered under this leave provision.

7.10.4 Leave under this section is not cumulative from year to year.

7.11 Emergency School Closures

The District Superintendent/President or his/her designee shall have the sole authority to determine whether to direct unit members to go home or not come to work. When the majority of classified employees are given direction from the District to go home or not come to work, employees required by the District to perform services will accrue the same number of hours of vacation for the number of hours of work required up to 7.5 hours. Emergency or scheduled days off will be calculated at 7.5 hours. Required overtime will be paid at the appropriate rate.

7.12 Leaves Without Pay

7.12.1 Leaves of Absence for Study or Retraining

- (a) A leave of absence, without pay, for study or retraining may be granted for not more than one year.
- (b) Employees who have worked for the District for seven (7) consecutive years are eligible to request leave under this section.
- (c) Requests will be made in writing to the immediate supervisor. All such requests require the approval of the Superintendent/President.
- (d) The sole purpose of such a leave is not for alternative gainful employment.
- (e) An approved leave of absence will not constitute a break in service.
- (f) Employees may purchase fringe benefits under COBRA during a leave of absence under this section.

7.12.2 Family Care Leave (FMLA/CFRA Leave)

- (a) The District will comply with all applicable state and federal laws relating to Family Care Leave.
- (b) An employee may use no more than 12 weeks in any one-year period for a family care leave as defined by state and federal regulations and Board policy.
- (c) Family Care Leave will run concurrently with other paid and unpaid leaves of absences.
- (d) The employee must provide certification from a health care provider of the medical necessity for the leave and subsequent certification from the health care provider stating that the employee is able to resume the duties of the position.

- (e) Leave under this section must be requested on a form provided by the District. Requests will be submitted to the Office of Human Resources.
 - (1) Leave, which is foreseeable, must be requested at least 14 days in advance of the leave.
 - (2) Unforeseeable leave notice must be given within two business days of when the need for the leave became known.
- (f) Unit members shall be eligible for FMLA/CFRA leave if they have performed at least 1250 hours of work within twelve months prior to their request for FMLA/CFRA leave. However, the 1250 hours of work shall be prorated for unit members assigned to work less than twelve months per year and/or less than 7.5 hours per day.

7.12.3 Pregnancy Disability Leave

- (a) Pregnant employees are entitled to four months of disability related pregnancy leave.
- (b) To the extent allowed by law, pregnancy disability leave will run concurrently with other paid and unpaid leaves of absences.
- (c) Employees will provide certification from a health care provider of the disabling condition and, prior to a return to work, the employee's ability to resume the duties of the position.

7.12.4 Child Care Leave

- (a) An employee who is the natural, foster, or adoptive parent of a child is entitled to an unpaid leave of absence for the purpose of providing care to the child.
- (b) Child Care Leave will be for no more than 12 weeks per child.
- (c) Child Care Leave must be taken within one year of when the child became a family member.
- (d) The employee must request Child Care Leave in writing on a form provided by the District at least 14 days prior to the onset of the leave.
- (e) SEE FULL TEXT OF AB 109 IN APPENDIX "E".

7.12.5 Occasional Leave of Absence Without Pay

- (a) When an employee has exhausted all leave rights and accruals, the employee may request time off without

pay. Such leave requests will be considered on a case-by-case basis.

(b) Requests will be made to the immediate supervisor in writing.

(c) A classified employee who is also teaching may be granted an unpaid leave of absence for those hours spent in the classroom. If the request is denied, the employee may appeal to the Superintendent/President whose decision shall be final and not subject to the grievance process. This section is to be read in conjunction with Article 13.6.

7.12.6 In addition to any provision in this section, the Board retains broad powers to grant leave with or without pay.

ARTICLE 8

Insurance Programs

- 8.1 Health - District shall maintain, in participation with regular members and eligible dependents, a health insurance program.
- 8.2 Dental - District shall maintain, in participation with regular members and eligible dependents, a dental insurance program.
- 8.3 Vision - District shall maintain, in participation with regular members and eligible dependents, a vision insurance program.
- 8.4 Life - District shall maintain, in participation with regular members a life insurance plan in the amount of \$50,000 decreasing term and \$50,000 accidental death and dismemberment.
- 8.5 General Provisions
- 8.5.1 Each Year CSEA has the option of choosing new medical plans based on current carrier guidelines. All full-time employees must participate in medical, dental, and vision insurance plans. The District will provide CSEA with the current year carrier guidelines by May of each year. CSEA will provide the district with their choices each year. For these plans to be effective November 1, they should be submitted to the District no later than August 31. All full-time employees must participate in medical, dental, and vision insurance plans.
- 8.5.2 All insurance programs are subject to carrier requirements for eligibility enrollment, and processing of claims. The insurance carrier can be changed by mutual consent.
- 8.5.3 Insurance programs listed herein shall continue during leaves with pay.
- 8.5.4 Insurance programs listed herein shall be covered for the first month of absence by the District during leaves without pay for full-time unit members. Unit members, at their option may pay full District and unit member premium amounts, to continue the health, vision, dental and life insurance programs after the first month.
- 8.5.5 It is the mutual responsibility of the District and CSEA to maintain reasonable levels of coverage at reasonable rates. Therefore the District and CSEA shall negotiate any new/different coverage(s) and/or levels of premium increase during the year; the District shall pay for employees' portion of increased premiums for medical plans for the months of July 1 through October 31. [See Article 13- Compensation]. Beginning July 1, 2007, the medical cap of

\$820.00 will be increased by the funded COLA for 2007-2008 and continuing thereafter each fiscal year. The District will pay premiums for dental, vision and life benefits as of July 1, 2007 and continue thereafter.

The District will retroactively pay the monthly medical cap increase of \$167.00 for September 2011 - December 2011 to all classified bargaining unit members. This amount of \$668 will be paid by January 31, 2012. It is further agreed to that each year, November 1st, there shall be an \$800.00 increase to the classified bargaining unit's medical cap until such time parity is achieved with the LCFA and Management medical caps (\$1,299.63 per month). This means as parity is achieved the amount in the final year may be less than \$800.00.

If, during any fiscal year, the District's Funded COLA is reduced after adoption of the State's budget for any reason such as mid- year budget cuts, the District will continue to provide the Funded COLA to unit members for that fiscal year. However, the District will recapture the difference between the Funded COLA and any reduction in subsequent fiscal year(s) by reducing the health benefit cap.

8.5.6 Unit members shall be individually responsible for making payment for such monthly amounts as, when added to the amount paid by the District, will equal the total premiums required for coverage. Payments of such monthly amounts shall be made by way of payroll deduction. In the event of a premium increase for the plan coverage herein, or for equivalent coverage under a different plan description, the District is authorized to cover such by way of payroll deduction, in order that eligible unit member's insurance coverage not be jeopardized.

8.6 Regular part-time Unit Members

Subject to insurance carrier requirements, unit members working less than full-time shall be entitled to premium payments for health, vision, dental and life insurance programs by the District pro-rated at the same ratio as their regular work schedule bears to full-time service. Eligible part-time employees can combine the district-paid premium amount for medical, dental, vision and life insurance for the purchase of any plan. Any balance due insurance carriers is to be paid by the unit member from payroll deductions.

8.7 Insurance Committee

Two unit members will be appointed to the district-wide Negotiations Insurance Committee for purposes of reviewing and recommending insurance plan proposals.

ARTICLE 9

GRIEVANCE PROCEDURES

9.1 Definitions

- 9.1.1 A "grievance" is an allegation by a unit member who has been adversely affected by an alleged violation of the specific provisions of this Agreement.
- 9.1.2 A "grievant" may be CSEA or any unit member adversely affected by an alleged violation of the specific provisions of this Agreement.
- 9.1.3 A "day" is any day in which the administrative office of the Lassen Community College District is open for business.
- 9.1.4 The "immediate supervisor" is the administrative or management employee responsible for evaluating the grievant.

9.2 General Provision

- 9.2.1 Until final disposition of a grievance, the grievant shall comply with the directions of grievant's immediate supervisor.
- 9.2.2 All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 9.2.3 No party to a grievance shall take any reprisals against the other party to the grievance because the party participated in an orderly manner in the grievance procedure.
- 9.2.4 Failure of the grievant to adhere to the time deadlines shall mean that the grievant is satisfied with the previous decision and waives the right to further appeal. However, the timelines may be extended by mutual consent of the parties.
- 9.2.5 Every effort will be made to schedule meetings for the processing of grievances during the regular work day at times which will not interfere with the work of the participants. If any grievance meeting or hearing must be scheduled during the school day, any unit member required by either party to participate as a witness or grievant in such meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time.
- 9.2.6 Either party to the grievance may be represented at any step of the grievance procedure by an individual of the party's choice.

9.2.7 Any unit member may at any time present grievances to the District and have such grievances adjusted without the intervention of the Association, as long as the adjustment is reached prior to arbitration and the adjustment is not inconsistent with the terms of this Agreement; provided that the District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response. Upon receipt of the grievance, the grievant may be represented at any stage of the grievance procedure by a representative of the Association.

9.2.8 If more than one employee is affected by an action, or if CSEA is the grievant, then the grievance may be submitted at Formal Level II.

9.3 Procedure

Grievances will be processed in accordance with the following procedures.

9.3.1 Level I - Informal Resolution: Any unit member who has a grievance shall present the grievance orally to the immediate supervisor within twenty (20) days after the grievant knew, or reasonably should have known, of the circumstances which forms the basis for the grievance. Failure to do so will render the grievance null and void. The supervisor shall hold discussions and attempt to resolve the matter within ten (10) days after the presentation of the grievance. It is the intent of this informal meeting that at least one personal conference be held between the aggrieved unit member and the immediate supervisor.

9.3.1.1 Grievances affecting multiple unit members and/or different supervisors may be submitted to the Human Resources Officer at level I with the mutual consent of CSEA and the District.

9.3.2 Level II - Formal Written Grievance: If the grievance is not settled during the informal conference and the grievant wishes to press the matter, the grievant shall present the grievance in writing to the Office of Human Resources within twenty (20) days. The Office of Human Resources will forward the grievance to the appropriate area administrator for handling. The written information shall include:

- (a) A description of the specific grounds of the grievance, including names, dates, and places necessary for a complete understanding of the grievance;
- (b) A listing of the provisions of this agreement which are alleged to have been violated;

(c) A listing of the reasons why the immediate supervisor's proposed resolution of the problem is unacceptable; and

(d) A listing of specific actions requested of the District which will remedy the grievance.

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

9.3.2.3 Within the above time limits either party may request a personal conference.

9.3.3 Level III - Appeal to Superintendent/President

9.3.3.1 If the grievant is not satisfied with the decision at Level II, the grievant may within ten (10) days of the receipt of the decision at Level II appeal the decision in writing to the Superintendent/President. This statement shall include a copy of the original grievance and appeal, and a clear, concise statement of the reasons for the appeal.

9.3.3.2 The Superintendent/President shall communicate the decision to the grievant within ten (10) days. If the Superintendent/President does not respond within the time limits provided, the grievant may appeal to the next level.

9.3.4 Level IV - Binding Arbitration

9.3.4.1 If the grievant is not satisfied with the decision at Level III, the grievant may within ten (10) days of the receipt of the decision submit a request in writing to the Association for arbitration of the dispute. Within twenty (20) days of the grievant's receipt of the decision at Level III, the Association shall inform the District of its intent as to whether or not the grievance will be arbitrated. The Association and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request that the State Conciliation Service supply a panel of five names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot.

9.3.4.2 If either District or the Association so requests, a separate arbitrator shall be selected to hear the merits of any issue raised regarding the arbitrability of a grievance. No hearing on the merits of the grievance will be conducted until the issue of arbitrability has

been decided. The process to be used in selecting an arbitrator shall be set forth in 9.3.4.1

- 9.3.4.3 The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted to him. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.
- 9.3.4.4 The District and the Association agree that the jurisdiction and authority of the arbitrator so selected and the opinions the arbitrator expresses will be confined exclusively to the interpretation of the express provision or provisions of this Agreement at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Agreement or impose any limitations or obligations not specifically provided for under the terms of this Agreement. The arbitrator shall be without power or authority to make any decision that requires the District or the administration to do an act prohibited by law.
- 9.3.4.5 After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties his findings and award.
- 9.3.4.6 The award of the arbitrator shall be final and binding.
- 9.3.4.7 The fees and expenses of the arbitrator and court reporter (including the cost of the transcript if requested by either party) shall be divided equally between the District and CSEA. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.
- 9.3.4.8 By filing a grievance and processing it beyond Level III, the grievant expressly waives any right to statutory remedies or to the exercise of any legal process other than as provided by this grievance/arbitration procedure. The processing of a grievance beyond Level III, shall constitute an express election on the part of the grievant that the grievance/arbitration procedure is the chosen forum for resolving the issues contained in the grievance, and that the grievant will not resort to any other forum or procedure for resolution or review of the issues. The parties do not intend by the provisions of this paragraph to preclude the enforcement of any arbitration award in any court of competent jurisdiction.

ARTICLE 10

Personnel Files

- 10.1 There shall be one (1) official personnel file for each unit member maintained in the Office of Human Resources.
- 10.2 Per Education Code section 87031(b)(3), materials in the personnel file shall not include ratings, reports, or records which:
- (a) were obtained prior to the unit members' employment;
 - (b) were prepared by identifiable examination committee members;
 - (c) were obtained in connection with a promotion.
- 10.3 No adverse action shall be taken against a unit member based upon written material which is not contained within the official personnel file unless otherwise allowed by law.
- 10.4 Materials of a derogatory nature shall not be filed in the employee's personnel file until the employee has been given a ten-day opportunity to review and comment thereon. The employee may have the written comment attached to the derogatory material. The employee will be released from duty to review such materials.
- 10.5 Materials in a unit member's personnel file shall be made available to the unit member for inspection during the employee's work hours without adversely affecting the work of the District. Upon the written authorization of the unit member, materials in the employee's personnel file will be made available to designated representatives. The employee will indemnify and hold harmless the District from any and all claims, demands, suits, or any actions arising from such access or review.
- 10.6 A unit member may be asked to sign a copy of material being placed in the personnel file, but the signature only indicates that the unit member has received a copy of the material and does not mean agreement with the contents of the materials.
- 10.7 No disciplinary action shall be taken for any cause which arose prior to the unit member's becoming permanent, nor for any cause which arose more than two (2) years preceding the date of the filing of the notice of cause unless such cause was concealed or not disclosed by such unit member when it could be reasonably assumed that the unit member should have disclosed the facts to the District.
- 10.8 It is recognized that all personnel files are confidential and all efforts should be made to have such files stored and/or maintained in a manner which provides for such confidentiality. Official personnel files, to insure confidentiality, are available for review only to authorized District personnel, and other persons having a legal right to review.

ARTICLE 11

Unit Member Expenses and Materials

11.1 Uniforms

CSEA and the District agree that uniforms shall be worn or used on a voluntary basis. The District shall pay the full cost of the purchase, lease, rental, cleaning and maintenance of such uniforms. All equipment, identification badges, emblems and cards required by the District to be worn or used by bargaining unit members shall be provided for by the District at no cost to the unit member.

11.2 Tools

The District agrees to provide all tools, equipment, and supplies necessary to bargaining unit members for performance of employment duties.

11.3 The Board will provide for the payment of the costs of replacing or repairing the personal effects, i.e., eyeglasses, hearing aids, watches, articles of clothing, which are damaged in the line of duty without fault of the unit member. Value of such items shall be determined as of the time of damage thereto and if damaged beyond repair, the actual value of such item(s) shall be paid a maximum of two hundred fifty dollars (\$250.00).

11.4 It is not the intention of this Article to replace personal effects which are worn out through ordinary wear and tear; the Board will not be responsible for repair or replacement costs.

11.5 Employees shall substantiate any claim for repair or replacement with evidence clearly indicating that damage was caused by circumstances beyond the control of the unit member, i.e., without fault. Claims for replacing or repairing shall be given to the immediate supervisor.

11.6 Upon approval by the Superintendent/President, or designee, of the claim, reimbursement shall be made to the unit member upon presentation of receipts(s) for payment of repair or replacement cost.

11.7 The Article is intended and shall apply only to those personal effects normally and ordinarily worn or required; it specifically is not for repair or replacement of tools, radios, or other personal effects not required for work performance.

11.8 Safety Equipment

The District may require unit members to wear or use equipment or gear that it determines to be necessary for the requirements of safety and/or health, in which case the District shall provide the required equipment or gear.

11.9 Physical Examinations

The District agrees to provide the full cost of any medical examination required as a condition of employment or continued employment.

11.10 The District will comply with provisions of the California Tort Claims Act concerning legal defense unit members.

11.11 When authorized by the District for performing members' assigned official District duties, members shall be reimbursed for use of personal vehicles at the current Board established rate, and shall be reimbursed for actual, reasonable and necessary expenses arising from travel or personal expenditure within Board established limits incurred in the discharge of their official duties.

ARTICLE 12

Safety Conditions of Employment

12.1 Responsibility

- 12.1.1 The Association and the District agree a safe and healthy work environment for all employees is essential to conduct District operations efficiently and effectively.
- 12.1.2 All parties agree to be aware of inherent workplace hazards and to comply with federal, state, and District health and safety practices.
- 12.1.3 The parties further agree occupational safety and health concerns and practices shall be reviewed on a continual basis in shop meetings, staff meetings, and other appropriate forums.
- 12.1.4 Unit members are strongly encouraged to resolve safety or health concerns with their immediate supervisors; however, if a concern is not addressed to the satisfaction of the unit member, he or she shall contact the District's Human Resources Officer.

12.2 Maintenance of Facilities and Equipment

The District agrees to maintain facilities and equipment in a safe and sanitary condition.

12.3 Safety Equipment, Clothing and Devices

The District agrees to furnish all necessary safety equipment and protective clothing required to maintain a safe and healthy environment for all of its employees. The District and all bargaining unit members agree to comply with all applicable safety statutes, practices, policies, and procedures. The Association agrees to encourage unit members to report and adhere to the intent of this Article.

12.4 Reporting/Investigation of Unsafe or Unsanitary Conditions

- 12.4.1 Unit members shall notify a supervisor of unsafe or unsanitary conditions at any District work location. Unless an emergency exists, the supervisor shall submit a written report to the Office of Human Resources.
- 12.4.2 Employees who continue to be exposed to a work situation that places them in imminent physical danger or significantly endanger their health will report immediately, in person, to the appropriate area administrator.
- 12.4.3 Supervisors shall promptly investigate any report of unsafe or unsanitary conditions. Upon completion of the investigation, the supervisor shall provide the unit member with written notice. The notice shall include

the findings of the investigation.

- 12.4.4 No reprisal of any kind shall be taken against any unit member as a result of the unit member's report of unsafe or unsanitary conditions.

ARTICLE 13

Compensation

Effective November 1, 2013 a "me too" clause will be established with respect to any LCFA "On Schedule" wage adjustments. Specifically, CSEA will automatically receive 33.3% of any "On Schedule" wage adjustments negotiated with LCFA. This in no manner waives CSEA's right to negotiate for additional wages as noted in Article 17, section 2.

13.1 The three-year salary agreement and Salary Schedule are referenced as Appendix "B".

13.2 Milestone Bonus (Effective July 25, 2002)

13.2.1 Employees shall receive a lump sum payment in the amount of \$3,000 on the completion of their 15th year of employment with the District, \$3,000 on the completion of their 20th year, \$3,000 on the completion of their 25th year, and \$3,000 on the completion of every fifth (5th) year thereafter. This milestone bonus shall apply to full-time 12 month employees.

13.2.2 Part-time or less than 12 month employees will be granted prorated anniversary awards.

13.3 Shift Differential

13.3.1 Any custodian who is regularly assigned to work between 3:00 p.m. and 11:00 p.m. and any employee or group of employees whose entire shift begins after 3:00 p.m. shall be paid a shift differential of five percent (5%) above the regular rate of pay for all hours worked.

13.3.2 When a District office or service is open for business before 7:30 a.m. or after 4:30 p.m., Monday through Friday, employees who are required to adjust their schedules to work these abnormal shifts shall receive a five percent (5%) differential pay for the hours worked outside of the normal shift. Work schedules will not be adjusted to avoid paying overtime. Employees within that classification with seniority shall have the first right of refusal when a position paying a shift differential becomes available.

13.3.3 A unit member whose shift contains one or more periods of unpaid time whose total exceeds one hour excluding the lunch period shall be paid a shift differential of five percent (5%) above their base pay for all hours worked in such shift.

13.3.4 Any employee called in to work more than three (3) hours prior to their normal shift, or on a day not regularly assigned to work, or called back to work after completing their normal shift shall be compensated for all hours worked not withstanding a minimum of three (3)

hours pay at the overtime rate. The intent is that any call-in that directly extends the normal shift and does not represent a break in the workday shall be paid at the regular overtime rate. Scheduled overtime will be paid at the actual hours worked but not less than one (1) hour.

13.4 Workweek Hours

The regular workweek for all full-time bargaining unit members shall be thirty-seven and one half (37.5) hours.

13.5 Length of Work Year

Effective July 1, 2010, the length of the work year shall be as follows:

9.5 month unit members shall work no more than 196 consecutive days per fiscal year excluding Child Development non-operational days.

10 month unit members shall work no more than 219 consecutive days per fiscal year.

11 month unit members shall work no more than 240 consecutive days per fiscal year.

12 month unit members shall work from July 1 through June 30th, but no more than 260 days per fiscal year. If there are more than 260 days in a given year unit members shall receive a floating holiday for each day over 260 days (as per Article 7.7.1). However, unit members may elect to be paid for such floating holidays in lieu of taking time off by informing the District's Office of Human Resources.

13.6 Compensation for Part Time Teaching

For those classified employees who are also working in a certificated capacity, total hours worked for the District in a given week shall not exceed 37.5 without a review of all applicable pay rates and specific written approval from the Superintendent/President.

13.7. Compensation for Lead Custodian Duties

CSEA and the District agree that the responsibilities and duties of the custodial supervisor shall become part of one custodian position. This position shall be known as the lead custodian and shall be paid an additional 10% salary.

The additional responsibilities shall be as follows:

1. Order supplies
2. Instruct new custodians
3. Assign work
4. Track inventory
5. Receive, distribute and manage custodial work orders
6. Supervise Student Workers
7. Track Student Worker Time and Sign Student Timecard

13.8 Overtime

13.8.1 Compensation: Members shall be compensated at the rate of one and one-half (1.5) times the regular rate of pay for overtime, or at the employee's election with authorization, and in lieu of cash compensation, one and one half (1.5) times compensatory time off (CTO).

13.8.2 Overtime includes: full time employees who work on holidays, work beyond the employee's normal workweek, or normal/primary work beyond 7.5 hours per day shall be entitled to overtime compensation at a rate of one and one-half (1.5) times the employee's normal hourly rate. The workweek shall consist of not more than five (5) consecutive working days for any employee having an average workday of four (4) hours or more during the workweek. Such an employee shall be compensated for any work required to be performed on the sixth and seventh day following the commencement of the workweek at a rate equal to one and one-half (1.5) times the regular rate of pay of the employee designated and authorized to perform the work.

An employee having an average workday of less than four (4) hours during a workweek shall, for any work required to be performed on the seventh day following the commencement of his or her workweek, be compensated for at a rate equal to one and one-half (1.5) times the regular rate of pay of the employee designated and authorized to perform the work.

13.8.2.1 An appropriate administrator/designee must authorize all overtime work. Except in emergency situations or when an administrator/designee is not available, overtime work should have prior written approval from the immediate management-level supervisor; however, all overtime work will be compensated. Repeated failure to obtain prior written approval to work overtime may be cause for disciplinary action.

13.8.2.2 Effective July 1, 2010, unit members shall use their accrued compensatory time off ("CTO") by no later than the end of the fiscal year following the fiscal year in which it was earned. The District shall pay unit members for accrued CTO that is not used within this time period. The District shall determine whether to allow unit members to use CTO based on the needs of the District.

13.8.2.3 All overtime/CTO shall be recorded on time sheets.

13.8.3 For the purpose of computing the hours worked, time

during which the member is excused from work because of holidays, sick leave, vacation or other paid leave of absence shall be considered as time worked by the member.

13.8.4 Overtime pay shall be in addition to regular pay received for defined holidays as stated in Section 7.7.

13.8.5 Overtime shall be distributed as equally as possible within classification and department.

13.9 Higher Class Pay for Temporary Assignments

A classified employee working in a position with a higher classification than the employee's current job classification for a period of five (5) or more working days within a fifteen (15) day period will be compensated at a salary range for that higher classification that is at least five percent (5%) higher than the employee's present compensation.

13.10 Educational Incentive Award

Effective Spring Semester 2001 all regular classified employees are eligible to be paid a one-time stipend of \$125.00 per credit upon satisfactory completion of any college level credited course from an accredited college which (a) is part of a degree or certificate program leading to a certificate or degree or (b) is in the best interest of the employee and the District as determined by the employee and the appropriate Vice President or Dean. Courses may not be repeated unless mutually agreed by the appropriate Vice President or Dean.

13.10.1 All courses must be offered through an accredited institution of higher education, taken for credit, and a "C" or higher must be achieved.

13.10.2 Auditing of courses, credit for work experience, internships, credit by examination, in-service training conducted during work hours, or any activity for which paid release time from duties has been granted are not permitted under this program.

13.10.3 A maximum of six (6) credits per semester, eighteen (18) per year, are allowed to any individual employee.

13.10.4 Unpaid release time (time during the regular work day) may be provided to employees to take classes. Employees must make arrangements with and must receive prior written permission from the immediate supervisor. The written permission must be forwarded to the Office of Human Resources. Employees may request educational incentive award for classes taken during unpaid release time.

13.10.5 Within ninety (90) calendar days following the completion of a course, the employee must provide the Office of Human Resources an official grade report or transcript along with a request for the award.

- 13.10.6 The award will be included with the employee's regular month-end payroll and be processed within thirty (30) days of approval of the request.
- 13.10.7 Employees may be given paid release time to attend job related or personal enrichment activities such as courses, workshops, and seminars with the approval of the immediate supervisor. Employees may not request educational incentive award for courses taken during paid release time.
- 13.11 American Fidelity to provide an IRC125 medical premium and flex spending account.
- 13.12 If full time employees (7.5hrs, 9.5 or more months) select a medical plan that is under the District's cap he/she shall receive, on an individual employee choice, the difference in cash or supplemental benefit. (See Article 8.5.5 regarding funded COLA).
- 13.13 Effective July 1, 2003, the third year of the salary study shall be implemented; Effective July 1, 2004 the fourth year of the salary schedule shall be implemented.
- 13.14 Meal/Rest Periods
Full time employees are entitled to a minimum uninterrupted thirty (30) minutes unpaid meal period approximately midway between their normal work day. Additionally, employees shall be given two ten (10) minute paid rest breaks as scheduled by their supervisor, or as otherwise approved.
- 13.15 Payroll Errors or Adjustments
Whenever it is determined that an error has been made in the calculation or reporting in any classified employee payroll or in the payment of any classified employee's salary, the District shall, within five (5) working days following such determination, provide the employee with a statement of the correction and a supplemental payment drawn against any available fund. Additionally, the District shall not make unauthorized deductions from employees pay for overpayments or debts owed to District without giving the employee advance written notice and an opportunity to dispute the overpayment and/or debt. The District agrees to work with employees in making re-payment arrangements. Employees shall inform payroll of any unusual overage amounts and verify the pay is correct.
- 13.16 District shall reimburse a unit member for the actual cost of any training, licenses, certificates or renewals that are required in the performance of his or her duties. With regard to licenses, certificates, training or renewals that are not required, the District may, in it's discretion, pay for said cost if said licenses, certificates, training or renewals are deemed to be prudent or in the best interest of the District.

ARTICLE 14

Transfers, Job Openings

14.1 Transfers

The District shall have the sole authority to determine when and where an opening exists within the unit of classified members described in Appendix A, Recognition Agreement, of this Agreement. The Superintendent/President or designee shall have the power to transfer unit members from one work site to another work site (subject to the provisions set forth in this Article). Transfers shall not be made or denied on arbitrary grounds.

14.2 Definitions

14.2.1 Lateral Transfer: A lateral transfer is a transfer from one position to another in the same range.

14.2.2 Voluntary Transfer: A lateral transfer requested by an employee.

14.2.3 Involuntary Transfer: A lateral transfer initiated by the District. Involuntary transfers may be used in the case of restructuring.

14.2.4 Voluntary Demotion: A transfer to a lower classification at the request of the employee.

14.3 Lateral Transfers

14.3.1 Lateral transfers will not be used for discipline.

14.3.2 Eligible non-probationary employees may request a lateral transfer if they meet one of the following criteria:

(a) Meet minimum qualifications for the position;

(b) Have successfully held a position within the classification.

14.4 Transfer Procedures

14.4.1 Transfer requests will be considered and determined before outside advertising for a vacancy.

14.4.2 All vacant positions shall be posted in-house for a minimum of five working days.

14.4.3 Letters requesting a transfer may be filed with the Human Resource Office up until the closing date of the 5-day-in-house posting.

14.4.4 Within five (5) days of receipt of the transfer request, the Human Resource Office will notify the supervisor of the request/s. The Office of Human Resources will convene a transfer committee to meet with the employees requesting transfer.

- (a) The Transfer committee will be comprised of one representative each from Human Resources and CSEA, and the supervisor of the vacant position.
- (b) The Transfer committee will forward its recommendation to the Superintendent/President who will make the final decision.
- (c) All transfers will be included in the next available board packet-agenda to be ratified by the Board of Trustees.

14.5 Notification

14.5.1 All employees requesting transfers will receive a written response regarding their transfer requests.

14.5.2 Within ten (10) days of denial of the transfer request, the employee may submit a written request for the reasons for the denial. The Office of Human Resources will respond in writing to the request.

14.6 Involuntary Transfers

14.6.1 An involuntary transfer of probationary or permanent unit members may be initiated by the District at any time. A written notice shall be given to the unit member and CSEA ten (10) working days prior to the effective date of the transfer.

14.6.2 Involuntary transfers may be made for, but are not limited to, the following reasons:

- (a) financial/staffing needs, program needs;
- (b) change of enrollment or workload;
- (c) significant personality conflicts;
- (d) result of restructuring

14.7 Voluntary Demotion

Conditions and procedures for voluntary demotion will be the same as those specified in Section 14.3 and 14.4 above.

14.8 Job Openings

When job openings occur, notices shall be published and shall be distributed to CSEA and all divisions and departments. They shall be posted on appropriate bulletin boards with statement of the qualifications necessary, a description of the job and deadline date for applying. Openings shall be announced for a

minimum of five (5) days before the deadline date.

14.8.1 All part-time summer positions (temporary, short term or substitute job openings during the summer) on campus shall be posted on campus to enable less than 12 month employees an opportunity to apply.

14.8.2 Regular classified employees not normally scheduled to work during the summer may be hired as follows:

- (a) Salary may be at Step A (or higher) of the Summer-temporary position if the classification is higher than the employee's current regular classification. If the Summer-temporary position is lower than the employee's current classification, then the salary placement may be at a higher step.
- (b) Sick leave and vacation will accrue and be computed hourly.
- (c) Seniority cannot be accrued for more than one year in a fiscal year.

ARTICLE 15

Evaluation

15.1 Frequency of Evaluations

15.1.1 Definition of Probation Period

(1) New employees -After serving a ten month probationary period in paid status, a classified unit member shall there upon be designated as a permanent employee;

(2) Permanent employees who are promoted shall serve a 6-month probationary period before becoming permanent in their new classification.

15.1.2 Probationary unit members shall be evaluated at the completion of their fifth (5th) month and immediately prior to completion of their eighth (8th) month of probationary service.

15.1.3 Permanent unit members shall be evaluated annually in the month of May.

15.1.4 Probationary or permanent unit members may be evaluated more frequently where there is reasonable cause for such evaluation.

15.1.5 The annual evaluation for permanent employees shall reflect performance only for the previous 12 months.

15.1.6 A permanent employee who acquires probationary status as the result of a job opening change shall retain permanent status in the former classification until completion of the probationary period. If the new classification is not successful within the probationary period, the employee shall revert to the former classification with all the previous rights and privileges.

15.2 Evaluation Forms

15.2.1 Forms used for evaluation shall be those mutually agreed upon by the District and CSEA.

15.2.2 Any negative evaluation shall include specific recommendations for improvements and provisions for assisting the unit member in implementing any recommendations made. A written explanation will accompany any less than satisfactory score.

15.2.3 The ultimate goal of evaluation is to improve employee performance.

15.3 Evaluation Discussion

15.3.1 Evaluator and unit member shall discuss the evaluation.

15.3.2 The unit member shall sign the evaluation and shall be informed of the right to attach written comments to the evaluation. Signing of the evaluation does not mean that the employee agrees with the evaluation, only that it has been discussed with them.

15.3.3 All evaluations shall be kept in confidence and filed in the unit member's personnel file.

ARTICLE 16

Layoff and Reemployment

16.1 Definition of Layoff

A layoff for the purpose of this Article shall be considered as an involuntary separation of a permanent or probationary classified employee due to lack of funds and/or of work.

"Class" and "classifications" are used interchangeable herein.

16.2 Order of Layoffs

16.2.1 Layoff shall be in reverse order of seniority in the job classification in which the layoff occurs.

16.2.2 Effective July 1, 1993, seniority is based on the hire/start date in each classification worked. Employees do not earn seniority in substitute, short term, or temporary/out of class assignments. An employee must have worked in the classification in order to bump into such classification. Appendix C, Seniority Roster shall be updated to reflect this section and provide information as to the 39-month reemployment list.

16.2.3 Length of service shall mean all hours in a paid probationary or permanent status, excluding over-time, commencing or continuing after July 1, 1971. The District shall also compute all time worked prior to July 1, 1971 on this same basis.

16.2.4 If two or more unit members subject to layoff have equal class seniority, the determination shall be made by lot under the supervision of the Superintendent/President or designee.

16.3 Notice of Layoff

16.3.1 In the event the District's administration anticipates the need to lay off one or more unit members, it shall notify CSEA ten working days prior to Board action on such layoff. The District shall also provide CSEA with an updated seniority roster for the classification(s) in which a layoff is anticipated no less than ten (10) work days before the date layoff notices are sent to affected unit members. The District shall provide CSEA with a list of positions recommended for elimination, and for information only, any non-confidential documents supporting the need for layoff at the Board meeting where the Board of Trustees is considering adoption of a layoff resolution.

16.3.2 A unit member may challenge placement on the seniority roster by making objections to the Superintendent/President, at least twenty-one (21) days before the

effective date of the layoff. The Superintendent/ President or designee shall review the objections and conduct an audit if requested and make the results of such audit known to CSEA and the unit member(s) prior to the effective date of any layoff(s) involving such unit members(s).

- 16.3.3 After a Board action has been taken on layoff, a written notice of the layoff shall be given to affected unit members, no less than sixty (60 days) prior to the effective date of layoff.
- 16.3.4 However, nothing herein provided shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries of classified unit members, nor layoff for lack of work resulting from causes not foreseeable or preventable by the Governing Board, without the notice required by subdivision Article 16.3.3 above.
- 16.3.5 A sample copy of a layoff notice shall be concurrently sent by mail to the President of CSEA local chapter with a list of the unit members to whom it or a similar notice was sent. Such notice shall indicate the layoff effective date and inform the unit member of displacement rights, if any and reemployment rights.

16.4 Displacement (Bumping) Right

- 16.4.1 A unit member who is laid off from a classification and who has previous service in an equal or lower classification shall have the right to bump a less senior unit member in that classification. When the unit member is eligible to bump into either an equal or lower class, the unit member shall bump into the equal classification. If there are two (2) classifications of the same salary range into which the employee is eligible to bump, the District will determine the classification after consultation with the unit member.
- 16.4.2 Seniority, for the purpose of determining bumping rights into a lower class, shall include the total of the previous service in lower class being bumped into, plus service in the class from which layoff occurs, and higher classes.
- 16.4.3 Seniority, for the purpose of bumping into an equal class, shall include the previous service in that equal and any higher classes in which the unit member has served.
- 16.4.4 If the more senior unit member has a shorter workday or work-year than the person to be bumped but has more total hours of seniority, the unit member must take the longer day or work-year of the more junior unit member or be laid off.

16.4.5 When more than one position is affected by layoff, the availability to some unit members of the options of voluntary reductions in hours, voluntary demotion, or the exercise of bumping rights may depend on what options other affected unit members may choose. The District may call a meeting or contact unit members directly to inform them of their options prior to sending layoff notices or the District may notify all possibly affected unit members of layoff and elicit their preferences in response to the notice of layoff. This notice will be sufficient to comply with the Education Code notice requirements.

16.5 Right to apply for vacant positions

An employee who has been laid off has the right to apply for vacancies in classifications not previously served. As per the transfer Article of the Agreement, the vacancies shall be posted on campus for a period of five (5) calendar days before any outside advertising of the position.

16.6 Reemployment Rights

16.6.1 Laid off unit members are eligible for reemployment in the classification from which laid off for a thirty-nine (39) month period from the effective date of layoff and shall be reemployed in the reverse order of layoff as vacancies become available.

16.6.2 Laid off unit members who, at the time of layoff, took voluntary demotions or voluntary reductions in assigned time shall be, at the unit member's option, returned to a position in their former classification or to a position with increased assigned time as vacancies become available for a period of sixty-three (63) months from the effective date of layoff. Such unit members shall be ranked in accordance with their seniority on the reemployment list(s).

16.6.3 A unit member who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District of opening(s) for which the employee is eligible. The notice shall be by First Class Mail to the last address of the unit member on record with the District.

In lieu of First Class Mail notice, the District may elect to give notice by telephone or in person. If the position is refused, the District will confirm such refusal by letter to the unit member. CSEA shall be given notice of all unit members offered reemployment.

16.6.4 Within seven (7) calendar days of mailing the notice or within five (5) calendar days of telephone or personal contact, the unit member must accept the position or the right to it is deemed waived. The laid off unit member

may decline two (2) offers of employment before relinquishing the position on the list. If a unit member on a reemployment list refuses the second offer of employment, no additional offers will be made until the unit member notifies the District in writing of the availability for work. However, refusal of an offer of less than full reemployment shall not constitute a refusal of reemployment.

16.6.5 The District may simultaneously send out notices of vacancy to more than one person on a reemployment list provided that a more junior person may be given the vacancy only when those with more seniority have declined or waived it.

16.6.6 If a unit member accepts any offer of reemployment, the employee must report to work within eleven (11) workdays following receipt of the reemployment offer unless a later reporting date is indicated on the reemployment offer or the District approves an earlier reporting date.

16.6.7 Seniority after Reemployment
Seniority earned to and including the effective date of layoff shall be reinstated to the unit member who is subsequently reemployed by the District within thirty-nine (39) months of layoff. Step placement on the salary schedule shall be the same as on the layoff date.

16.6.8 Sick Leave Hours after Reemployment
Sick leave hours earned and unused at the time of layoff shall be restored upon reemployment.

16.6.9 Vacation and Compensatory Time
Vacation time and compensatory time earned and unused at the time of layoff shall be computed and paid off with the final warrant due the unit member.

16.7 Benefits after Layoff
With approval of the carrier(s) a unit member who has been laid off shall continue to be covered with health, dental and vision benefits for 18 months with the laid off unit member paying the full costs of the benefits provided that all of the benefits previously received are continued.

16.8 General Provision

16.8.1 The number of hours currently worked by students in an area affected by layoffs may be continued. However, no increased hours will be given where a student would be performing the duties of a laid off unit member. If the work actually performed by a laid off member has, in the opinion of CSEA, been assigned a student, the District shall attempt to work out any conflict in consultation with the CSEA.

- 16.8.2 Work previously performed by unit members who have been laid off may be performed by other unit members, and/or by certificated, supervisory, management and/or confidential unit members only:
- (a) to the extent permitted by law when there have been overlapping duties, or
 - (b) when the work performed by non-unit personnel does not constitute a substantial part of the duties that have been performed by the laid-off unit member.
- 16.8.3 The reason for layoff (lack of work or lack of funds) shall not be subject to the grievance procedure, nor shall a decision by the District that layoffs shall be implemented under Section 16.3.4 of this Article. Violations of the expressed provision of this Article shall otherwise be subject to the grievance procedure set forth in the Agreement. However, non-substantive procedural errors or violations shall not invalidate any layoff unless prejudicial to the unit member. Moreover if a unit member is successful in grieving the subject of layoff under this Article, mitigation of damages shall apply.
- 16.8.4 Laid off unit members who have in writing indicated a desire to be employed as substitutes and have indicated the positions in which they are interested, and have been found qualified by the District, will be given first consideration for such work. The District is not, under this section, obligated to employ a laid-off unit member for substitute service in a classification in which he/she has not served but will consider such unit members.
- If the District is unable within a reasonable time to contact a laid off unit member whom it wishes to offer a substitute position, the District no longer has an obligation under this section.
- 16.8.5 Unit members who have been notified of layoffs (who have not selected reduction in assigned time or demotion in lieu of layoff) may use up to four (4) hours of available personal necessity leave to look for other employment, provided the time off is scheduled at a time mutually convenient to the unit member and his/her supervisor.

ARTICLE 17

Contracting Out

- 17.1 Convict Labor - Per MOU dated 07/10/01,
shall apply to work performed by convict labor in connection with the Agricultural and Gunsmithing programs only.
- 17.1.1 The District shall keep records concerning the days, hours, and projects worked by convict labor. This information will be provided to CSEA.
 - 17.1.2 Convict Labor shall be used only for short term, nonrecurring projects or work not exclusively performed by CSEA
 - 17.1.3 Convicts shall not drive District vehicles or do electrical work or plumbing work involving potable water.
 - 17.1.4 All permanent construction projects or alterations to existing permanent facilities shall be reviewed by the Director of Facilities.
 - 17.1.5 With respect to any other work to be performed by convict labor, the District shall provide CSEA with written notice in advance of the time that the work is to be undertaken.
 - 17.1.6 Issues shall be addressed as they arise.
- 17.2 Volunteers
- 17.2.1 If volunteers approach the college with a suggested project which impacts unit work, the volunteers may provide the service, so long as no sub-contracting, layoff of unit members, or transfer out of unit work occurs as a result of the volunteer activity and shall be subject to meeting and negotiating.
 - 17.2.2 Use of Volunteers and Projects Defined: Volunteers may be used for short-term projects such as:
 - a. School Beautification Day
 - b. Recycling and Ecology Day
 - c. Housekeeping Day
 - d. Athletic field beautification, fix-up and preparation
 - e. Teacher/student/parent classroom beautification projects
 - f. Other similar projects
 - 17.2.3 Classified employees will provide on-site assistance and supervision.

17.2.4 No projects are to be undertaken without an approved volunteer form on file.

ARTICLE 18

Duration and Reopeners

- 18.1 This Agreement shall remain in full force and effect from November 1, 2011 through October 31, 2014, and thereafter shall continue in effect year-by-year unless one of the parties notifies the other in writing no earlier than March 15 of its request to modify, amend or terminate the Agreement. If the parties enter into subsequent meeting and negotiating regarding a successor Agreement, the terms and conditions of this Agreement shall remain in effect until a successor Agreement is reached.
- 18.2 For the 2012-2013 and for the 2013-2014 contract years there shall be automatic re-openers for salary and benefits (Articles 8 and 13) as well as up to three other articles of each parties choosing.
- 18.3 Any future Side letter, MOU, or other agreement ratified by the district will also be a part of this agreement.
- 18.4 Successor modifications to this Agreement will be initiated through Interest Based Bargaining.

Signed and entered into this day of December 15, 2011.

For the District:

Dr. Marlon R. Hill
District Superintendent/President

For CSEA:

Coral Montgomery, Chapter President
CSEA Representative
Philip Lee CSEA 591 V.P.
CSEA Representative
KC Peterson Henry H. Song
CSEA Representative

(THIS CONTRACT WAS APPROVED BY THE LASSEN COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AT ITS REGULAR MEETING DATED December 15, 2011.

APPENDIX "A"

LASSEN COMMUNITY COLLEGE DISTRICT

List of Classified Bargaining Unit Positions by Classification

TITLE	GRADE
Academic Advisor, Special Programs	17
Accounting Technician I	16
Accounting Technician II	18
Accounting Technician III	20
Administrative Assistant I	10
Administrative Assistant II	14
Administrative Assistant III	16
Admissions & Records Assistant I	11
Admissions & Records Assistant II	14
Admissions & Records Technician	17
Assessment Technician I	17
Assessment Technician II	19
Bookstore Assistant	10
Bookstore Operations Technician	20
Child Development Assistant	4
Child Development Associate Teacher	8
Child Development Lead Teacher	13
Child Development Teacher	10
Correspondence Technician	15
Custodian	11
Data Management Specialist	16
Data Systems Analyst	19
Document Services Assistant	7
Equipment & Gym Coordinator	13
Financial Aid Outreach Facilitator	15
Financial Aid Technician I Liaison	15
Financial Aid Tech I	15
Financial Aid Technician II	16
Financial Aid Technician III	18
Food Service Coordinator	14
Food Service Worker	4
Food Service Worker – Lead	8
Information Technology Assistant	15
Information Technology Specialist I	19
Information Technology Specialist II	23
Information Technology Specialist III	25
Instructional Media Specialist	15
Instructional Services Technician	16
Instructional Site Admin. Coordinator	18
Instructional Support Specialist I	15
Instructional Support Specialist II	17
Instructional Support Specialist III	19
Instructional Technology Specialist	19
Library Technician I	11
Library Technician II	15
Maintenance Custodian	13
Maintenance Specialist II	17
Maintenance Specialist III-Plumber	20

Maintenance Specialist IV-HVAC/R	22
Maintenance Specialist IV-Multi-trade	22
Marketing Communications Specialist I	14
Marketing Communications Specialist II	16
Meal Program Coordinator	3
Media Communications Specialist	22
Payroll Technician	17
Program Assistant	20
Purchasing Assistant	13
Purchasing Technician	15
Residential Coordinator	14
Ski Patrol/Maintenance	16
Ski Lift Operator	16
Switchboard Operator/Receptionist	14
Systems and Applications Analyst	25
Transfer Center Assistant	16

APPENDIX "B"
LASSEN COMMUNITY COLLEGE DISTRICT
Classified Salary Schedule

LASSEN COMMUNITY COLLEGE
Classified Salary Schedule

Grade	1(A)	2(B)	3(C)	4(D)	5(E)	6(F)	7(G)	8(H)	9(I)	10(J)	11(K)	12(L)	13(M)
2	\$ 8,51	\$ 8,83	\$ 9,38	\$ 9,85	\$ 10,34	\$ 10,66	\$ 10,97	\$ 11,30	\$ 11,64	\$ 11,87	\$ 12,11	\$ 12,35	\$ 12,60
	\$ 1,362.18	\$ 1,451.45	\$ 1,524.02	\$ 1,599.89	\$ 1,660.71	\$ 1,731.84	\$ 1,782.97	\$ 1,835.75	\$ 1,881.83	\$ 1,928.12	\$ 1,967.70	\$ 2,007.29	\$ 2,046.87
	\$ 16,586.12	\$ 17,417.40	\$ 18,288.27	\$ 19,198.73	\$ 20,188.56	\$ 20,782.13	\$ 21,356.69	\$ 22,029.05	\$ 22,702.00	\$ 23,137.43	\$ 23,612.45	\$ 24,087.47	\$ 24,562.49
3	\$ 8,85	\$ 9,29	\$ 9,75	\$ 10,24	\$ 10,76	\$ 11,07	\$ 11,41	\$ 11,74	\$ 12,11	\$ 12,34	\$ 12,59	\$ 12,84	\$ 13,09
	\$ 1,438.26	\$ 1,509.18	\$ 1,565.05	\$ 1,664.22	\$ 1,748.34	\$ 1,799.47	\$ 1,853.90	\$ 1,908.33	\$ 1,967.70	\$ 2,005.64	\$ 2,045.23	\$ 2,086.46	\$ 2,127.69
	\$ 17,259.06	\$ 18,110.14	\$ 19,020.59	\$ 19,970.63	\$ 20,980.05	\$ 21,593.62	\$ 22,246.77	\$ 22,899.92	\$ 23,612.45	\$ 24,067.68	\$ 24,542.70	\$ 25,037.51	\$ 25,532.33
4	\$ 9,20	\$ 9,66	\$ 10,15	\$ 10,66	\$ 11,19	\$ 11,52	\$ 11,87	\$ 12,22	\$ 12,59	\$ 12,84	\$ 13,08	\$ 13,36	\$ 13,63
	\$ 1,494.33	\$ 1,570.21	\$ 1,649.38	\$ 1,731.64	\$ 1,817.61	\$ 1,872.04	\$ 1,925.23	\$ 1,985.85	\$ 2,045.23	\$ 2,086.46	\$ 2,127.69	\$ 2,170.58	\$ 2,215.11
	\$ 17,932.01	\$ 18,842.46	\$ 19,792.50	\$ 20,782.13	\$ 21,811.34	\$ 22,468.49	\$ 23,137.43	\$ 23,830.17	\$ 24,542.70	\$ 25,037.51	\$ 25,532.33	\$ 26,046.93	\$ 26,581.33
5	\$ 9,58	\$ 10,06	\$ 10,56	\$ 11,08	\$ 11,64	\$ 11,99	\$ 12,35	\$ 12,73	\$ 13,10	\$ 13,36	\$ 13,63	\$ 13,91	\$ 14,19
	\$ 1,557.01	\$ 1,634.53	\$ 1,715.35	\$ 1,801.12	\$ 1,891.83	\$ 1,947.91	\$ 2,007.29	\$ 2,068.32	\$ 2,129.34	\$ 2,170.58	\$ 2,215.11	\$ 2,259.64	\$ 2,305.83
	\$ 18,684.12	\$ 19,614.37	\$ 20,594.20	\$ 21,613.41	\$ 22,702.00	\$ 23,374.94	\$ 24,087.47	\$ 24,819.80	\$ 25,552.12	\$ 26,046.93	\$ 26,581.33	\$ 27,115.73	\$ 27,669.92
6	\$ 9,98	\$ 10,47	\$ 10,99	\$ 11,55	\$ 12,13	\$ 12,48	\$ 12,86	\$ 13,25	\$ 13,64	\$ 13,92	\$ 14,20	\$ 14,48	\$ 14,76
	\$ 1,621.34	\$ 1,702.16	\$ 1,786.27	\$ 1,876.98	\$ 1,971.00	\$ 2,028.73	\$ 2,089.76	\$ 2,152.43	\$ 2,216.76	\$ 2,261.29	\$ 2,307.48	\$ 2,355.66	\$ 2,401.49
	\$ 19,456.03	\$ 20,425.86	\$ 21,455.28	\$ 22,523.87	\$ 23,652.04	\$ 24,344.78	\$ 25,077.10	\$ 25,829.21	\$ 26,601.12	\$ 27,135.52	\$ 27,689.71	\$ 28,245.90	\$ 28,817.68
7	\$ 10,38	\$ 10,91	\$ 11,46	\$ 12,03	\$ 12,63	\$ 13,00	\$ 13,40	\$ 13,79	\$ 14,21	\$ 14,49	\$ 14,79	\$ 15,08	\$ 15,38
	\$ 1,687.31	\$ 1,773.08	\$ 1,862.14	\$ 1,954.51	\$ 2,051.82	\$ 2,112.85	\$ 2,177.18	\$ 2,241.50	\$ 2,309.13	\$ 2,355.31	\$ 2,405.14	\$ 2,450.97	\$ 2,498.80
	\$ 20,247.73	\$ 21,276.94	\$ 22,345.73	\$ 23,454.11	\$ 24,621.87	\$ 25,354.19	\$ 26,126.10	\$ 26,898.01	\$ 27,709.50	\$ 28,263.69	\$ 28,837.67	\$ 29,411.66	\$ 29,985.64
8	\$ 10,83	\$ 11,38	\$ 11,94	\$ 12,54	\$ 13,16	\$ 13,56	\$ 13,97	\$ 14,38	\$ 14,82	\$ 15,11	\$ 15,41	\$ 15,72	\$ 16,04
	\$ 1,759.88	\$ 1,848.95	\$ 1,939.67	\$ 2,036.96	\$ 2,139.24	\$ 2,203.57	\$ 2,269.54	\$ 2,337.16	\$ 2,408.09	\$ 2,455.92	\$ 2,503.75	\$ 2,558.58	\$ 2,606.01
	\$ 21,118.60	\$ 22,167.39	\$ 23,275.96	\$ 24,443.74	\$ 25,670.87	\$ 26,442.78	\$ 27,234.48	\$ 28,045.97	\$ 28,887.05	\$ 29,471.03	\$ 30,045.02	\$ 30,659.58	\$ 31,272.15
9	\$ 11,29	\$ 11,86	\$ 12,44	\$ 13,07	\$ 13,72	\$ 14,14	\$ 14,56	\$ 15,00	\$ 15,44	\$ 15,75	\$ 16,07	\$ 16,39	\$ 16,72
	\$ 1,834.11	\$ 1,926.47	\$ 2,022.13	\$ 2,124.40	\$ 2,229.86	\$ 2,297.58	\$ 2,365.20	\$ 2,437.78	\$ 2,508.70	\$ 2,559.83	\$ 2,610.96	\$ 2,663.74	\$ 2,716.52
	\$ 22,009.26	\$ 23,117.64	\$ 24,265.61	\$ 25,492.74	\$ 26,759.46	\$ 27,570.95	\$ 28,382.45	\$ 29,253.32	\$ 30,104.39	\$ 30,711.96	\$ 31,331.53	\$ 31,964.89	\$ 32,598.25
10	\$ 11,77	\$ 12,37	\$ 12,99	\$ 13,64	\$ 14,30	\$ 14,75	\$ 15,18	\$ 15,65	\$ 16,11	\$ 16,44	\$ 16,77	\$ 17,10	\$ 17,44
	\$ 1,913.28	\$ 2,010.59	\$ 2,111.20	\$ 2,216.76	\$ 2,327.27	\$ 2,396.54	\$ 2,468.11	\$ 2,543.34	\$ 2,617.56	\$ 2,671.99	\$ 2,724.77	\$ 2,779.20	\$ 2,833.63
	\$ 22,959.30	\$ 24,127.06	\$ 25,354.40	\$ 26,601.12	\$ 27,927.22	\$ 28,758.50	\$ 29,629.37	\$ 30,520.04	\$ 31,410.70	\$ 32,063.85	\$ 32,897.21	\$ 33,350.36	\$ 34,003.52
11	\$ 12,30	\$ 12,91	\$ 13,56	\$ 14,24	\$ 14,85	\$ 15,39	\$ 15,85	\$ 16,33	\$ 16,82	\$ 17,16	\$ 17,50	\$ 17,85	\$ 18,22
	\$ 1,999.04	\$ 2,098.01	\$ 2,203.57	\$ 2,314.07	\$ 2,429.63	\$ 2,500.45	\$ 2,576.32	\$ 2,653.84	\$ 2,733.01	\$ 2,789.09	\$ 2,843.52	\$ 2,901.25	\$ 2,960.63
	\$ 23,988.51	\$ 25,176.06	\$ 26,442.78	\$ 27,688.88	\$ 29,154.35	\$ 30,005.43	\$ 30,915.89	\$ 31,846.13	\$ 32,796.17	\$ 33,469.12	\$ 34,122.27	\$ 34,815.01	\$ 35,527.54
12	\$ 12,85	\$ 13,49	\$ 14,16	\$ 14,87	\$ 15,61	\$ 16,08	\$ 16,56	\$ 17,06	\$ 17,58	\$ 17,92	\$ 18,28	\$ 18,65	\$ 19,02
	\$ 2,068.11	\$ 2,192.02	\$ 2,300.88	\$ 2,416.33	\$ 2,536.74	\$ 2,612.61	\$ 2,691.78	\$ 2,772.60	\$ 2,856.72	\$ 2,912.80	\$ 2,970.52	\$ 3,029.80	\$ 3,080.93
	\$ 25,057.31	\$ 26,304.23	\$ 27,610.54	\$ 28,986.01	\$ 30,440.87	\$ 31,351.32	\$ 32,301.36	\$ 33,271.19	\$ 34,260.61	\$ 34,953.56	\$ 35,646.29	\$ 36,358.82	\$ 37,091.15
13	\$ 13,42	\$ 14,09	\$ 14,80	\$ 15,54	\$ 16,31	\$ 16,80	\$ 17,30	\$ 17,82	\$ 18,36	\$ 18,72	\$ 19,10	\$ 19,48	\$ 19,87
	\$ 2,180.47	\$ 2,289.33	\$ 2,404.79	\$ 2,525.19	\$ 2,650.55	\$ 2,729.72	\$ 2,810.54	\$ 2,896.30	\$ 2,983.72	\$ 3,041.45	\$ 3,104.12	\$ 3,165.15	\$ 3,229.48
	\$ 26,165.69	\$ 27,471.99	\$ 28,857.47	\$ 30,302.32	\$ 31,806.55	\$ 32,756.59	\$ 33,726.42	\$ 34,755.63	\$ 35,804.63	\$ 36,497.37	\$ 37,249.49	\$ 37,981.81	\$ 38,753.72
14	\$ 14,03	\$ 14,73	\$ 15,47	\$ 16,24	\$ 17,05	\$ 17,57	\$ 18,09	\$ 18,64	\$ 19,19	\$ 19,58	\$ 19,97	\$ 20,37	\$ 20,77
	\$ 2,279.44	\$ 2,383.24	\$ 2,513.65	\$ 2,659.00	\$ 2,770.95	\$ 2,855.07	\$ 2,939.25	\$ 3,028.25	\$ 3,118.97	\$ 3,161.64	\$ 3,244.32	\$ 3,310.30	\$ 3,374.62
	\$ 27,353.24	\$ 28,718.92	\$ 30,163.77	\$ 31,688.00	\$ 33,251.40	\$ 34,260.82	\$ 35,270.24	\$ 36,339.03	\$ 37,427.62	\$ 38,179.73	\$ 38,931.85	\$ 39,723.55	\$ 40,495.46
15	\$ 14,67	\$ 15,40	\$ 16,18	\$ 16,98	\$ 17,83	\$ 18,37	\$ 18,92	\$ 19,48	\$ 20,07	\$ 20,47	\$ 20,88	\$ 21,29	\$ 21,72
	\$ 2,383.35	\$ 2,502.10	\$ 2,629.10	\$ 2,769.40	\$ 2,895.97	\$ 2,985.57	\$ 3,076.44	\$ 3,169.15	\$ 3,260.81	\$ 3,326.70	\$ 3,392.76	\$ 3,469.39	\$ 3,559.66
	\$ 28,600.16	\$ 30,025.22	\$ 31,549.25	\$ 33,122.85	\$ 34,775.42	\$ 35,624.43	\$ 36,693.22	\$ 37,961.81	\$ 39,129.77	\$ 39,921.47	\$ 40,713.17	\$ 41,524.67	\$ 42,355.95

LASSEN COMMUNITY COLLEGE
Classified Salary Schedule

Grade	Classification	1(A)	2(E)	3(C)	4(D)	5(E)	6(F)	7(G)	8(H)	9(I)	10(J)	11(K)	12(L)	13(M)
16	Accounting Technician I	\$ 15.35	\$ 16.11	\$ 16.92	\$ 17.76	\$ 18.59	\$ 19.21	\$ 19.79	\$ 20.38	\$ 21.00	\$ 21.42	\$ 21.84	\$ 22.28	\$ 22.73
	Administrative Assistant III	\$ 2,493.86	\$ 2,617.56	\$ 2,749.51	\$ 2,886.41	\$ 3,031.55	\$ 3,122.27	\$ 3,216.28	\$ 3,311.95	\$ 3,412.56	\$ 3,480.18	\$ 3,549.46	\$ 3,620.38	\$ 3,692.95
	Data Management Specialist	\$ 29,926.26	\$ 31,410.70	\$ 32,994.10	\$ 34,636.68	\$ 36,376.62	\$ 37,467.20	\$ 38,595.38	\$ 39,743.34	\$ 40,906.68	\$ 41,762.18	\$ 42,593.46	\$ 43,444.54	\$ 44,315.41
17	Financial Aid Technician II													
	Instructional Services Technician													
	Transfer Center Assistant													
18	Marketing Communications Specialist II													
	Ski Patrol/Maintenance													
	Ski Lift Operator													
19	Academic Advisor, Special Programs	\$ 16.06	\$ 16.87	\$ 17.71	\$ 18.59	\$ 19.52	\$ 20.11	\$ 20.71	\$ 21.34	\$ 21.97	\$ 22.41	\$ 22.86	\$ 23.31	\$ 23.79
	Admissions & Records Technician	\$ 2,609.31	\$ 2,741.26	\$ 2,878.16	\$ 3,021.06	\$ 3,171.75	\$ 3,267.41	\$ 3,364.73	\$ 3,466.99	\$ 3,570.90	\$ 3,641.82	\$ 3,714.39	\$ 3,788.61	\$ 3,866.14
	Assessment Technician I	\$ 31,311.74	\$ 32,895.14	\$ 34,537.91	\$ 36,259.86	\$ 38,060.98	\$ 39,205.94	\$ 40,376.70	\$ 41,603.84	\$ 42,890.78	\$ 43,701.84	\$ 44,572.71	\$ 45,463.37	\$ 46,393.62
20	Maintenance Specialist II													
	Payroll Technician													
21	Accounting Technician II	\$ 16.81	\$ 17.66	\$ 18.53	\$ 19.46	\$ 20.44	\$ 21.05	\$ 21.69	\$ 22.34	\$ 23.00	\$ 23.46	\$ 23.93	\$ 24.41	\$ 24.90
	Financial Aid Technician III	\$ 2,731.37	\$ 2,869.91	\$ 3,011.76	\$ 3,161.95	\$ 3,321.84	\$ 3,420.80	\$ 3,524.71	\$ 3,630.27	\$ 3,737.48	\$ 3,811.71	\$ 3,889.23	\$ 3,966.75	\$ 4,045.92
	Instructional Site Admin. Coordinator	\$ 32,776.38	\$ 34,438.95	\$ 36,141.11	\$ 37,942.22	\$ 39,862.10	\$ 41,049.65	\$ 42,296.57	\$ 43,563.29	\$ 44,849.81	\$ 45,740.47	\$ 46,670.72	\$ 47,600.96	\$ 48,551.00
22	Assessment Technician II	\$ 17.61	\$ 18.48	\$ 19.41	\$ 20.38	\$ 21.40	\$ 22.04	\$ 22.70	\$ 23.39	\$ 24.09	\$ 24.56	\$ 25.05	\$ 25.56	\$ 26.07
	Data Systems Analyst	\$ 2,861.67	\$ 3,003.51	\$ 3,153.61	\$ 3,311.95	\$ 3,478.88	\$ 3,580.70	\$ 3,688.00	\$ 3,800.16	\$ 3,913.97	\$ 3,991.49	\$ 4,070.66	\$ 4,153.13	\$ 4,235.60
	Information Technology Specialist I	\$ 34,339.99	\$ 36,042.14	\$ 37,843.26	\$ 39,743.34	\$ 41,722.59	\$ 42,968.52	\$ 44,256.03	\$ 45,601.92	\$ 46,967.60	\$ 47,937.85	\$ 48,847.89	\$ 49,837.52	\$ 50,827.14
23	Information Technology Specialist II													
	Information Technology Specialist III													
	Information Technology Specialist													
24	Accounting Technician III	\$ 18.44	\$ 19.37	\$ 20.33	\$ 21.35	\$ 22.42	\$ 23.09	\$ 23.78	\$ 24.50	\$ 25.23	\$ 25.73	\$ 26.25	\$ 26.78	\$ 27.31
	Bookstore Operations Technician	\$ 2,998.91	\$ 3,147.01	\$ 3,303.70	\$ 3,468.84	\$ 3,643.47	\$ 3,752.33	\$ 3,864.43	\$ 3,981.59	\$ 4,100.35	\$ 4,181.17	\$ 4,265.28	\$ 4,351.05	\$ 4,438.47
	Maintenance Specialist III/Plumber Program Assistant	\$ 35,962.97	\$ 37,764.09	\$ 39,644.38	\$ 41,623.63	\$ 43,721.63	\$ 45,027.94	\$ 46,373.83	\$ 47,779.10	\$ 49,204.16	\$ 50,173.99	\$ 51,163.41	\$ 52,212.62	\$ 53,261.62
25	Information Technology Specialist III													
	Systems and Applications Analyst													

APPENDIX "C"
 LASSEN COMMUNITY COLLEGE DISTRICT
 Seniority List

Name	Date of Hire
Pritchard, Gail	4/8/1974
Jackson, Diann	8/24/1979
Wattenburg, Tamra	4/8/1983
Richardson, Ray	4/20/1983
Murchison, Susan	07/20/1983
Montgomery, Janice	9/4/1984
Ngiratmab, Motare	9/17/1986
Mesloh, K.C.	11/28/1988
Theobald, Elaine	01/03/1990
Cook, Brenda	8/22/1990
Sandahl, Janna	1/22/1992
Langslet, Wendy	9/24/1993
Montgomery, Carol	10/6/1993
Lang, Jeffrey	8/17/1994
Clancy, Patrick	3/22/1995
Honea, Kenneth	11/15/1995
Hasselwander, Mary	11/12/1996
Stuart, Stephney	11/27/1996
Donohue, Wendy	1/13/1997
Frohrib, Cecelia	10/15/1997
Horner, Philip	2/16/1999
Jonas, Sandra	4/14/1999
Bartley, Micheal	6/9/1999
Nobles, Caryn	7/1/1999
Placencia, Esparanza	8/9/1999
Kotaro, Rockefeller	9/15/1999
Norman, Laurel	5/8/2000
Sager, Bruce	6/12/2000
Hartzell, Janet	8/14/2000
Wilson, Norm	10/1/2000
Lounsbury, Nancy	8/15/2001
Hoffman, Brenda	9/12/2001
Bird, Jennifer	2/16/2002
Woodbury, Theresa	11/13/2002
Roberts, Harvey Dale	1/15/2003
Baraby, Gale	1/26/2004
Tangelbad, Lou	1/26/2004
May, Carla	10/25/2004
Buer, Bjorn	1/17/2005
Sims, Jacqueline	12/13/2006
Madrid, Tina	8/14/2007
Clancy, Karen	2/12/2008
Clain, Kim	3/12/2008
Merchant, Logan	5/5/2008
Deal, Justin	10/1/2010
Baker, Crystal	10/12/2011
DelCarlo, Heather	10/12/2011
Williams, Julie	10/12/2011
Walton, Patrick	11/2/2011

Name	Date of Hire
Freitas, Jacob	11/9/2011
Murdock, Patsy	12/6/2011
Montgomery, Mathew	4/11/2012
Mortell, Codi	6/18/2012
Hubbard, Shawn	6/20/2012
Shockley, Deborah	8/15/2012
Rentfrow, Susan	10/10/2012
Tupper, Jennifer	10/29/2012
Armeson, Dana	1/9/2013
Ritola, Cathy	1/24/2013
Harrison, Cathy	4/10/2013
Temol, Brennan	4/10/2013
Holquin, Brennan	7/10/2013
Houston, Kristina	7/10/2013
McLarty, James	7/10/2013
Boucher, Tara	9/9/2013

APPENDIX "D"

Current Classified Seniority and Position List as of 10/09/13

Employee	Current Classification	Hire Date	End Date	Notes
Armeson, Dana	Correspondence Technician	01/09/13		
Baker, Crystal	Instructional Support Specialist II/Math-Science	10/12/11		
Bartley, Terry	Accountant I	06/06/90		
Bartley, Terry	Accountant II	07/01/01	06/30/04	Compensation Study 1/1/2003
Bartley, Terry	Accounting Technician III	Bridged		
Bird, Jennifer	Administrative Assistant II	02/16/02		Compensation Study 1/1/2003
Bird, Jennifer	Financial Aid Technician I	Bridged		
Bird, Jennifer	Financial Aid Technician II	10/15/07		
Bird, Jennifer	Instructional Site Administrative Coordinator	03/30/10		
Boucher, Tara	Accounting Technician II	09/09/13		
Buer, Bjorn	Ski Hill Assistant	12/15/04		
Clain, Kim	Admissions & Records Assistant II	03/12/08		
Clancy, Karen	Administrative Assistant II	02/12/08		LATERAL 8/6/2012
Clancy, Karen	Admissions & Records Assistant II			
Clancy, Patrick	Maintenance Technician	03/22/95		Compensation Study 1/1/2003
Clancy, Patrick	Maintenance Spec. IV-MultiTrade	Bridged		
Cook, Brenda	Administrative Assistant II	08/22/90		LATERAL 3/1/2002
Cook, Brenda	Purchasing Assistant	Bridged		
Deal, Justin	Instructional Support Specialist I	10/01/10		Reclassification
	Instructional Support Specialist II	07/01/13		
DeCarlo, Heather	Administrative Assistant II/Athletics	10/12/11		Involuntary Trf. 07/01/12
	Administrative Assistant II/Student Services	10/12/11		
Donohue, Wendy	Child Development Teacher	01/13/97	Laid Off	MOU dated 9/17/2009 08/13/11
Donohue, Wendy	Coordinator of Child Development	10/01/09		
Donohue, Wendy	Child Development Teacher	Bumped		
Freitas, Jacob	Information Technology Specialist II	11/09/11		
Frohrib, Cecelia	Administrative Assistant II	10/15/97		MOU dated 9/17/2009
Frohrib, Cecelia	Assessment Technician I	Bridged		
Harrison, Cathy	Administrative Assisant II	04/10/13		
Hartzell, Janet	Toddler Primary Caregiver	08/14/00		
Hartzell, Janet	Child Development Assoc. Teacher	09/11/02		
Hoffman, Brenda	Bookstore Assistant	09/12/01		MOU dated 9/17/2009 Involuntary Trf. 10/09/13
Hoffman, Brenda	Administrative Assistant I, Correspondence	09/01/06		
Hoffman, Brenda	Correspondence Technician	Bridged		
Hoffman, Brenda	Financial Aid Tech II	08/01/11		
Hoffman, Brenda	Administrative Assistant III, Office of Instruction	10/09/13		
Holquin, Brennan	Maintenance Specialist II	07/10/13		
Houston, Kristina	Meal Coordinator - Child Development	07/10/13		
Hubbard, Shawn	Financial Aid Technician II	06/20/12		
Jackson, Diann	Switchboard Operator	08/24/79		Compensation Study 1/1/2003
Jackson, Diann	Cashier/Bookkeeper	02/02/82		
Jackson, Diann	Accountant I	07/01/82		
Jackson, Diann	Financial Aid Technician	03/17/86		
Jackson, Diann	Financial Aid Specialist	03/01/00		
Jackson, Diann	Financial Aid Technician III	Bridged		

Employee	Current Classification	Hire Date	End Date	Notes
Jonas, Sandra	Admissions & Records Assistant	04/14/99		
Jonas, Sandra	Admissions & Records Specialist	04/01/00		Compensation Study
Jonas, Sandra	Admissions & Records Tech.	Bridged		1/1/2003
Kotaro, Rockefeller	Instructional Aide - Auto	09/15/99		Compensation Study
Kotaro, Rockefeller	Instructional Support Spec. I	Bridged		1/1/2003
Lang, Jeffrey	Maintenance Technician	08/17/94		Compensation Study
Lang, Jeffrey	Maintenance Spec. III-Plumber	Bridged		1/1/2003
Lounsbury, Nancy	Accountant II	08/15/01		Compensation Study
Lounsbury, Nancy	Accounting Technician I	Bridged		1/1/2003
Madrid, Tina	Child Development Assistant	08/14/07		
McLarty, James	Library Technician I	07/10/13		
Merchant, Logan	Information Technology Specialist II	05/05/08		
Mesloh, K.C.	Administrative Assistant II	11/28/88		
Mesloh, K.C.	Transfer Center Assistant	11/15/95		
Montgomery, Carol	Accountant II	10/04/93		Compensation Study
Montgomery, Carol	Accounting Technician III	Bridged		1/1/2003
Montgomery, Mathew	Information Technology Specialist II	04/11/12		
Mortell, Codi	Administrative Assistant III	06/18/12		
Murdock, Patsy	Maintenance Custodian	12/07/11		
Ngiratmab, Motare	EOP&S Student Advisor-Micronesian	09/17/86		
Ngiratmab, Motare	Utility	07/03/91		Compensation Study
Ngiratmab, Motare	Maintenance Specialist II	Bridged		1/1/2003
Ngiratmab, Motare	Academic Advisor, Spec. Prog.	12/15/02		
Nobles, Caryn	Instructional Aide-Nursing	07/01/99		Compensation Study
Nobles, Caryn	Instructional Support Spec. I	Bridged		1/1/2003
Oberg, Fran	Administrative Assistant III	9/7/2010	03/13/12	
Pearce, Loretta	Payroll Technician	03/14/11	06/11/13	
Plasencia, Esparanza	Toddler Primary Caregiver	08/09/99		
Plasencia, Esparanza	Child Development Assoc. Teacher	09/11/02		
Ramsey, Vickie	Administrative Assistant II/Testing	01/18/95	10/31/98	
Rentfrow, Susan	Financial Aid Technician I	10/10/12		
Ritola, Cathy	Food Service Coordinator	01/24/13		
Roberts, Harvey Dale	Ski Lift Operator	01/15/03		
Roberts, Harvey Dale	Maintenance Custodian	09/13/06		
Sager, Bruce	Custodian	06/12/00		Compensation Study
Sager, Bruce	Maintenance Custodian	Bridged		1/1/2003
Shockley, Deborah	Instructional Services Technician	08/15/12		
Stuart, Stephney	Library Technical Assistant	11/27/96		
Stuart, Stephney	Library Technical Assistant I	04/18/00		Compensation Study
Stuart, Stephney	Library Technician I	Bridged		1/1/2003
Stuart, Stephney	Library Technician II	08/15/07		
Tangelbad, Elwise	Cook Assistant	01/26/04		
Tangelbad, Elwise	Lead Food Service Worker	11/01/06		
Tangelbad, Elwise	Food Service Coordinator	08/01/11		
Tangelbad, Elwise	Maintenance Custodian	10/10/12		

Employee	Current Classification	Hire Date	End Date	Notes
Temol, Brennan	Food Service Worker	04/10/13		
Theobald, Elaine	Administrative Assistant II	01/03/90		
Theobald, Elaine	CAI/Media Specialist	11/16/94		
Theobald, Elaine	Layoff back to AAI	11/09/98		
Theobald, Elaine	Computer Technician	08/01/99		Compensation Study 1/1/2003
Theobald, Elaine	Information Technology Spec. II	Bridged		
Tupper, Jennifer	Instructional Support Specialist I/Basic Skills	10/29/12		
Walton, Patrick	Instructional Support Specialist I/Basic Skills	11/02/11	07/01/12	
Wattenburg, Tami	Admissions & Records Assistant	04/08/83		
Wattenburg, Tami	Administrative Assistant II	12/01/95		
Wattenburg, Tami	EOP&S/CARE Program Assistant	02/01/97		Compensation Study 1/1/2003
Wattenburg, Tami	Program Assistant	Bridged		
Williams, Julie	Instructional Support Specialist I/DSPS	10/12/11		
Wilson, Norm	Utility	10/01/00		Compensation Study 1/1/2003
Wilson, Norm	Maintenance Specialist II	Bridged		

NOTE: Except where otherwise noted, Bridging occurred as a result of negotiated effects of the Jacobsen Betts study in 2003

Lassen Community College 39 Month Rehire List - Classified			
		Date of Layoff	End List
May	Carla	6/30/2011	9/30/2014
Frank	Jacqueline	6/30/2011	9/30/2014
Pritchard	Gail	1/10/2012	4/10/2015
Honea	Kenneth	3/31/2013	6/30/2016

APPENDIX "E"

Your Right Under The Family and Medical Leave Act of 1993

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons. Employees are eligible if they have worked for a covered employer for at least one year and for 1,250 hours over the previous 12 months, and there are at least 50 employees within 75 miles.

Reasons for Taking Leave: Unpaid leave must be granted for any of the following reasons:

- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

At the employee's or employer's option, certain kinds of paid leave may be substituted for unpaid leave.

Advance Notice and Medical Certification: The employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met.

- The employee ordinarily must provide 30 days advance notice when the leave is "foreseeable."
- An employer may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the employer's expense) and a fitness for duty report to return to work.

Job Benefits and Protection:

- For the duration of FMLA leave, the employer must maintain the employee's health coverage under any "group health plan."
- Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.
- The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Unlawful Acts by Employers: FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA;
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

- The U.S. Department of Labor is authorized to investigate and resolve complaints of violations.
- An eligible employee may bring a civil action against an employer for violations.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

For Additional Information: Contact the nearest office of the Wage and Hour Division, listed in most telephone directories under U.S. Government, Department of Labor.

APPENDIX "F"

SECTION 1: Section 233 is added to the Labor Code, to read:

233. (a) Any employer who provides sick leave for employees shall permit an employee to use in any calendar year the employee's accrued and available sick leave entitlement, in an amount not less than the sick leave that would be accrued during six months at the employee's then current rate of entitlement, to attend to an illness of a child, parent, or spouse of the employee. All conditions and restrictions placed by the employer upon the use by an employee of sick leave also shall apply to the use by an employee of sick leave to attend to an illness of his or her child, parent, or spouse. This section does not extend the maximum period of leave to which an employee is entitled under Section 12945.2 of the Government Code or under the federal Family and Medical Leave Act of 1993 (29 U.S.C. Sec. 2606 et seq.), regardless of whether the employee receives sick leave compensation during that leave.

(b) As used in this section:

(1) "Child" means a biological, foster, or adopted child, a stepchild, a legal ward, or a child of a person standing in loco parentis.

(2) "Employer" means any person employing another under any appointment or contract of hire and includes the state, political subdivisions of the state, and municipalities.

(3) "Parent" means a biological, foster, or adoptive parent, a stepparent, or a legal guardian.

(4) "Sick leave" means accrued increments of compensated leave provided by an employer to an employee as a benefit of the employment for use by the employee during an absence from the employment for any of the following reasons:

(A) The employee is physically or mentally unable to perform his or her duties due to illness, injury, or a medical condition of the employee.

(B) The absence is for the purpose of obtaining professional diagnosis or treatment for a medical condition of the employee.

(C) The absence is for other medical reasons of the employee, such as pregnancy or obtaining a physical examination. "Sick leave" does not include any benefit provided under an employee welfare benefit plan subject to the federal Employee Retirement Income Security Act of 1974 (Public Law 93-406, as amended) and does not include any insurance benefit, workers' compensation benefit, unemployment compensation disability benefit, or benefit not payable from the employer's general assets.

(c) No employer shall deny an employee the right to use sick leave or discharge, threaten to discharge, demote, suspend, or in any manner discriminate against an employee for using, or attempting to exercise the right to use, sick leave to attend to an illness of a child, parent, or spouse of the employee.

(d) Any employee aggrieved by a violation of this section shall be entitled to reinstatement and actual damages or one day's pay, whichever is greater, and to appropriate equitable relief.

(e) Upon the filing of a complaint by an employee, the Labor Commissioner shall enforce the provisions of this section in accordance with the provisions of Chapter 4 (commencing with Section 79) of Division 1, including, but not limited to, Sections 92, 96.7, 98, and 98.1 to 98.8, inclusive. Alternatively, an employee may bring a civil action for the remedies provided by this section in a court of competent jurisdiction. If the employee prevails, the court may award reasonable attorney's fees.

(f) The rights and remedies specified in this section are cumulative and nonexclusive and are in addition to any other rights or remedies afforded by contract or under other provisions of law.

Miscellaneous