



*STATE CENTER
COMMUNITY COLLEGE DISTRICT
AND
ITS
CALIFORNIA
SCHOOL EMPLOYEES ASSOCIATION
CHAPTER NO. 379
AGREEMENT*

JULY 1, 2012 – JUNE 30, 2015

TABLE OF CONTENTS

Administrative Leave.....	51
Bereavement Leave.....	13
Break in Probationary Period.....	22
Catastrophic Leave.....	9
Classification Studies.....	53
College Courses – Enrollment	17
Complaints Not Covered by Grievance	27
Consultation Committee	23
CSEA Rights.....	3
Dental Insurance	33
Direct Deposit	42
Disciplinary Action.....	46
Distribution of Contract	39
District Medical Premium Contributions.....	34
District/CSEA Relations	3
Dues and Agency Fees.....	5
Effect of Agreement.....	2
Employee Expenses and Materials	31
Employee Personnel File	21
Enrollment in College Courses	17
Equal Employment Opportunity	22
Evaluations.....	20
Flexible Hour Employee.....	31
Grievance Procedure.....	24
Health and Welfare Benefits.....	33
Health Care Provider.....	7
Health Insurance	33
Holiday Schedule	19
Hours of Work	29
Industrial Accident and Illness Leave.....	11
Jury Duty.....	18
Layoff/Reduction of Hours/Abolition of Positions	43
Leave of Absence for Retraining	16
Leave of Absence for Study.....	14
Leave of Absence Without Pay.....	13
Leaves	6
Life Insurance	34
Long Term Disability Insurance	34
Longevity Pay	40
Lunch Periods	31
Management Rights and Responsibilities.....	23
Mileage for Transfer Reimbursement.....	22
Military Leave of Absence.....	14
Minimum Call in Time	31

Non-District Owned Automobile Insurance	33
Openers	39
Organizational Security	5
Out of Class Pay.....	42
Overpayment (Automatic Payroll Deduction)	43
Overtime	30
Pay and Allowances	39
Personal Necessity Leave	12
Personnel File (Employee).....	21
Probationary Period	22
Professional Growth.....	41
Promotion (Salary).....	42
Quarantine.....	9
Recognition	1
Reemployment Rights.....	45
Release Time for Processing Grievances.....	4
Rest Periods	31
Retiree Health Insurance.....	35
Retiree Life Insurance.....	38
Salary Dispute.....	40
Salary Schedule Progression.....	40
Salary	39
Severability	1
Shift Differential Compensation.....	30
Sick Leave.....	6
Skelly Conference	52
Split Shift Differential.....	31
Support of Agreement.....	2
Suspension and Leave (Short Term).....	50
Term of Agreement.....	1
Transfer	22
Transfers-Work Location	22
Uniforms	31
Unpaid Health Leave of Absence	14
Vacation Plan	27
Vision Insurance	33
Voluntary Demotion	46
Waiver Clause.....	2
Work Load	29
Working Out of Class	42
Appendix I	Salary Schedule Placements
Appendix II.....	Salary Schedule Effective 7/1/08
Appendix III.....	Grievance Form

**ARTICLE 1
TERM OF AGREEMENT**

- A. This agreement between the State Center Community College District (hereinafter referred to as "District"), its successor and/or affiliates and the California School Employees Association, Chapter 379 (hereinafter referred to as "CSEA") is effective on July 1, 2012 or upon ratification, whichever is later, and shall remain in full force and effect until the later of the close of the workday June 30, 2015, or until a successor agreement is in effect.
- B. This Agreement shall supersede and cancel all previous agreements both written and oral.

**ARTICLE 2
RECOGNITION**

- A. The District recognizes the CSEA as the sole and exclusive representative of those members of the bargaining unit enumerated in the certifications by Public Employment Relations Board and the parties to this Agreement voluntarily agree not to seek a change in the unit during the term of the Agreement and shall make good faith efforts to resolve new or changed position designation disputes prior to such disputes being submitted to the Public Employment Relations Board for decision.
- B. The classification of Human Resources Personnel Assistant, Human Resources Personnel Technician, Human Resources/MIS Data Researcher, Administrative Assistant to the Fresno City College Vice President Administrative Services and District Office Payroll positions of: Account Clerk III, Account Tech II, Account Tech I and Benefits Specialist, shall hereafter be deemed a confidential position not contained within the bargaining unit represented by the Exclusive Representative CSEA.

**ARTICLE 3
SEVERABILITY**

Savings Clause: If, during the life of this Agreement, any law or any order issued by a court or other tribunal of Competent Jurisdiction other than the District, shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provisions shall be inoperative so long as such law or order shall remain in effect, but all other provisions of this Agreement shall not be affected thereby and shall continue in full force and effect. In the event of suspension or invalidation of any Article or Section of this Agreement, the parties shall meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

**ARTICLE 4
SUPPORT OF AGREEMENT**

- A. During the term of this Agreement, the District agrees not to negotiate with any other organization, any individual unit member, any association officer, or any CSEA staff representative on matters about which CSEA is the exclusive representative and which is within its scope of representation. CSEA agrees to negotiate only with the representative officially designated by the District to act on its behalf and agrees neither CSEA, its officers or agents will attempt to negotiate privately nor individually with the Board, any individual Board member, or any person not officially designated by the Board as its representative.
- B. CSEA and the District will make good faith attempts to resolve any issues or differences which arise from time to time between the parties.

**ARTICLE 5
EFFECT OF AGREEMENT**

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over 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 providing they are outside the scope of representation.

**ARTICLE 6
WAIVER CLAUSE**

- A. 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.
- B. Except as otherwise provided in this Agreement, the District and CSEA expressly waive and relinquish the right to bargain collectively on any matter:
 - 1. Whether or not specifically referred to or covered in this Agreement;
 - 2. Even though not within the knowledge or contemplation of either party at the time of negotiations;
 - 3. Even though during negotiations the matters were proposed and later withdrawn.
- C. All federal and state laws or rules, mandatory affecting classified employees and not included in this contract will have the same force and effect as those spelled out in full.

- D. Any additions or changes in this Agreement shall not be effective unless reduced to writing and properly ratified and signed by both parties.
- E. The Board shall have the exclusive right to determine the impacts and effects of matters outside the scope of representation as permitted by the Educational Employment Relations Act.

ARTICLE 7
DISTRICT/CSEA RELATIONS - CSEA RIGHTS

California School Employees Association Chapter 379 shall have the following rights:

- A. CSEA shall have the right of access to bargaining unit members outside of their assigned duties; i.e., before and after work hours, at meal and break periods and at other times with the approval of the immediate supervisor.
- B. CSEA may use bulletin boards designated for its use in appropriate places located on campus and at off-campus facilities. All items to be posted shall be officially authorized by the CSEA chapter president, and shall bear the date of posting and the date of removal. A copy shall be provided to the Chancellor, the College Presidents and Vice Chancellor North Centers prior to posting. CSEA is limited to the use of no more than one-fourth (1/4) of any one designated bulletin board at any one time.
- C. CSEA communications placed in staff mailboxes shall bear the letterhead of CSEA and the date of distribution. Only those communications officially authorized by the CSEA chapter president shall be placed in staff mailboxes. A copy of each communication shall be provided to the Chancellor and to the College Presidents. CSEA shall be provided without charge a mailbox at each college and shall be permitted reasonable use of the school mail system.
- D. CSEA shall be supplied quarterly with a list of all bargaining unit classified employees within the bargaining unit upon written request. The list shall contain the name, present classification, date of hire, worksite, home address, and home telephone number.
- E. CSEA shall pay for its own supplies whenever the use of District equipment is approved for producing CSEA materials. CSEA shall pay a reasonable fee for such use. The fee shall be established by the College administration and shall be the same fee charged for all non-District materials, comparable to commercial fees. District requirements shall at all times have priority over that of CSEA.
- F. Upon written request, CSEA will be granted the use of facilities for meeting purposes without charge, depending upon availability of space, and the District shall provide space for one (1) file cabinet at Reedley College and one (1) file cabinet at Fresno City College. CSEA agrees to hold the District harmless against damage, loss, or destruction of the file cabinet or its contents.

- G. Materials and data available to the public shall also be available to CSEA pursuant to the Public Records Act.
- H. Members shall not be given time off work for meetings of CSEA unless approved by the Chancellor or designee.
- I. District shall provide CSEA with either one (1) set of books or electronic copy of Board Policies and Administrative Regulations. During the term of the Agreement, District will provide to CSEA any changes, additions, alterations, or deletions to Board Policies and Administrative Regulations.
- J. District shall furnish CSEA with one (1) copy of all official Board minutes, and one (1) copy of each Board agenda "packet," excluding all confidential information or materials as defined by applicable law.
- K. CSEA shall furnish annually, and update as required, a list of all officials and representatives authorized to act on CSEA's behalf. The list shall show name, title, campus location, and campus phone contact. District agrees to grant authorized officials and representatives access to college campuses to transact official CSEA business.
- L. Release Time for Processing Grievances: Each time a designee is to be released from his/her job assignment, to assist another unit member with a grievance, reasonable release time shall be made available for the express purposes set forth in the Educational Employment Relations Act.
 - 1. The designee shall complete an absence report and have it approved by his/her immediate supervisor.
 - a. In order for the designee to be released, he/she shall give his/her immediate supervisor a prior day's notice before leaving his/her work station.
 - b. In cases of bonafide emergencies necessitating CSEA assistance, the designee shall be released.
 - 2. The CSEA President shall authorize the designee who may request release time.
 - 3. The CSEA President shall request release time from the Associate Vice Chancellor, Human Resources prior to the release time.
 - 4. The Associate Vice Chancellor, Human Resources, shall request release time from the designee's immediate supervisor prior to the release time.
 - 5. The designee shall notify the supervisor of the employee that he/she is assisting prior to giving any assistance. CSEA and the Associate Vice Chancellor, Human Resources, shall serve as designees for the purposes of such release time.

- M. Release Time for Negotiations: CSEA shall have the right to designate members, the number to be determined by the ground rules, who shall be given mutually agreed upon release time to participate in meet and negotiate sessions.
- N. If, at the request of the District, a CSEA designee is participating in a District convened shared governance meeting, or attending a Board of Trustees or Personnel Commission meeting, release time is to be granted outside of that specified in this article.

ARTICLE 8 ORGANIZATIONAL SECURITY

DUES AND AGENCY FEES

- A. CSEA shall have the right to have membership dues, initiation and service fees deducted for employees in the bargaining unit.
- B. The District shall deduct, in accordance with the CSEA Dues and Service Fee Schedule provided to the District, dues from the wages of all employees who are members of CSEA on the date of execution of this Agreement, and who have submitted dues deduction authorization forms to the District.
- C. The District shall deduct dues, in accordance with the CSEA Dues and Services Fee Schedule, from the wages of all employees who, after the date of this Agreement, become members of the CSEA and submit a dues authorization form.
- D. All employed unit members who are not CSEA members and who elect not to initiate a dues deduction authorization form shall pay service fees in an amount no greater than the current CSEA dues. The service fees must not support Association activities beyond the Association's representational obligations. Any dispute between an employee and the Association over the amount of the service fees must be expedited by the Association and must be consistent with current law. Such service fees may be paid by submitting a service fees deduction authorization form to the District, by direct annual payment to the CSEA by October 1st of any school year in lieu of having such fees deducted, or by involuntary deduction from wages pursuant to Education Code Section 88167(b) which is the sole remedy in this Article for failure to voluntarily pay the service fees.
- E. New employees, within thirty (30) days from the commencement of actual employment, must submit a dues or service fee deduction authorization form, or shall pay an amount no greater than the current CSEA dues directly to the CSEA. Failure to do either shall mean involuntary deduction from wages pursuant to Education Code Section 88167(b) which is the sole remedy in this Article for failure to voluntarily pay the service fees.
- F. Notwithstanding any other provision of this Article, any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join, maintain

membership in, or financially support any employee organization as a condition of employment; except that such employee is required, in lieu of payment of dues or service fees to CSEA, to pay sums equal to such service fee to a nonreligious, nonlabor organization, charitable fund exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code, and chosen by such employee from the following list of such funds: State Center Community College District Foundation.

1. Proof of payment to any fund shall be made on an annual basis to the CSEA.
 2. Any dispute over the eligibility of an employee under this Provision F shall be resolved at any step in the following procedure: (1) investigation by the association; (2) meeting(s) between the association and the employee; (3) meeting(s) involving the district, the Association and the employee; and (4) the Grievance Procedure of this Agreement.
- G. CSEA shall indemnify and hold the district harmless from any and all claims, demands, or suits, or other action arising from the organizational security provisions contained herein.

ARTICLE 9 SICK LEAVE

Section 1. General Sick Leave:

- A. Members of the bargaining unit employed by the District 40 hours per week and 12 months per year shall be entitled to twelve (12) days (96 hours) leave of absence for illness or injury, exclusive of days they are not required to render service. Day, as used in this Article, means the employee's regularly assigned work-day, exclusive of overtime.
- B. Members of the bargaining unit employed full time for 40 hours per week, but less than a full fiscal year are entitled to a proportion of 12 days or 96 hours leave of absence for illness or injury as the number of months he/she is employed bears to 12. Example: a 40 hour per week 12-month employee earns one day (8 hours) of sick leave per month. Therefore, a 40 hour per week ten-month employee will earn 10/12 of 12 days or ten 8-hour days (80 hours) of sick leave per fiscal year.
- C. Members of the bargaining unit employed 12 months per year, but less than 40 hours per week are entitled to that proportion of 12 days or 96 hours leave of absence for illness or injury as the number of hours he/she is employed per week bears to 40. Example: a 40 hour per week 12 month employee earns 96 hours of sick leave per year. Therefore, a 30 hour per week 12-month employee will earn 30/40 or 75% of 96 hours or 72 hours of sick leave per fiscal year.
- D. When such persons are employed for less than a full fiscal year of service and less than 40 hours per week, the preceding paragraphs shall determine that proportion of absence for illness or injury to which they are entitled. Example: a 30 hour per week and 10 month employee would earn $\frac{3}{4}$ of 8 hours per month which is 6 hours for each of the 10 months

worked.

- E. If for any reason it is impossible to report for work, the employee shall notify his/her supervisor or the designated alternate as soon as possible, but not later than thirty (30) minutes after the reporting time. Persons absent because of illness shall inform their supervisor in a timely manner as to when they expect to return to work.
- F. Pay for any hour(s) or day(s) of illness or injury need not be accrued prior to taking such leave by the employee and such leave may be taken at any time during the employee's assigned work year. Probationary employees of the District shall not be eligible to take more than six (6) days, or the proportionate amount to which they may be eligible under paragraphs A and B. The rate of pay for sick leave shall be at the same rate the employee would have received had he/she worked that day.
- G. An employee who has been with the District for five years or more, has received advanced sick leave payment, and does not return to active employment during the year the sick leave was advanced long enough to earn the sick leave that was advanced will not be required to make any repayment of the advanced sick leave.
- H. An employee who has worked for the District less than five years, has received advanced sick leave payment, and does not return to active employment during the year the sick leave was advanced will have his/her case reviewed individually to determine if repayment will be requested.
- I. Except where otherwise provided by law, medically verified pregnancy disability shall be treated the same as any illness absence.
- J. If a member of the bargaining unit does not take the full amount of leave allowed in any year, the amount not taken shall be accumulated from year to year.
- K. Any employee who does not use Sick Leave or Personal Necessity leave during an entire fiscal year (July 1 – June 30) shall accrue one additional day of sick leave for use in any subsequent school year.
- L. Members of the bargaining unit absent due to illness for more than three (3) consecutive assigned work days may be required to submit a medical release from a Health Care Provider to their immediate supervisor prior to being permitted to return to work. The medical release shall certify that the employee is capable of performing the duties required of his/her regular position. A member absent for more than five (5) work days shall notify the District of his/her approximate return date.
 - 1. "Health Care Provider" means:
 - a. doctors of medicine or osteopathy authorized to practice medicine or surgery by the state in which the doctor practices; or

- b. podiatrists, dentists, clinical psychologists, optometrists and chiropractors (limited to manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice, and performing within the scope of their practice, under state law
 - 2. At the discretion of the District, members of the bargaining unit may be required to submit to a medical examination by a Health Care Provider selected and paid for by the District.
- M. A member who has been employed by some other school district for a period of one calendar year or more and who terminates such employment for the sole purpose of accepting a position in this District and who subsequently accepts within one year of such termination of his/her former employment a position with this District, and upon employee request, shall have transferred with him/her all of the unused accumulated sick leave. If the member is in a probationary status he/she may not use more than six (6) days or the prorated amount to which he/she may be entitled to under paragraphs 1, 2, and 5 of this Article.
- N. All sick leave rights or accumulations shall be canceled when a member severs all official connection with the District as an employee, except that accumulated leave may be transferred to a subsequent employing district upon employee written request. Upon retirement any accumulated sick leave shall be credited toward a member's retirement, except as otherwise provided by law. (G.C. 20963)
- O. During the first three (3) months of each fiscal year each member shall be provided with a current accounting of his/her accumulated sick leave.
- P. Upon medical verification by a physician and after exhaustion of all paid leave; i.e., sick leave, accumulated vacation and accumulated compensatory time, a member of the classified service who is ill or injured will be paid one-half of his/her actual salary up to ninety (90) calendar days from the sixth day of absence, except that a person on continuing sick leave shall receive such pay providing half pay is proceeded by at least five (5) days of continuing illness and absence. Beginning with the 91st day of illness or injury absence, members with one (1) or more years of service are eligible for District provided Long-Term Disability Insurance in accordance with Article 30. A member may request an unpaid health leave of absence while on Long-Term Disability Insurance.
- Q. After exhaustion of all paid sick leave, and ninety (90) days from the first day of absence, a member with two (2) years of service or more may be placed on unpaid leave upon request and with the approval of the Board of Trustees. The unpaid leave may not exceed twelve (12) months. (See Article 14)
- R. Members who take time off during the workday for medical or dental appointments shall utilize sick leave for this purpose or, with permission of the supervisor, be allowed the alternative of making up all or a portion of the time on the same day. Members who have a one (1) hour lunch period may use up to one-half (1/2) hour to make up the time lost.

- S. If there exists a reasonable belief that abuse of any sick leave has occurred, as a condition of paid sick leave, an employee may be requested to submit a statement or other acceptable verification from a District selected licensed Health Care Provider physician of District's choice. Statement or other acceptable verification to be submitted within five days of a request to the Associate Vice Chancellor.
- T. A member may apply time when he/she is absent because of illness to unused vacation time. In such an instance, an employee may request consideration at the time of absence to have the absence applied against vacation time rather than sick leave. The minimum sick leave shall be one (1) hour. Leaves in excess of one (1) hour shall be charged in increments of thirty (30) minutes.
- U. Quarantine: All regular classified employees are entitled to receive full salaries when quarantined by City or County health officials because of another's illness. Such quarantine must be verified by a physician or health official.

Section 2. Catastrophic Leave:

- A. Catastrophic leave is sick leave that is donated by unit members for the benefit and use of a fellow unit member who has been absent from work for an extended period of time due to medical necessity. A unit member may only be granted catastrophic leave when he/she has exhausted all leaves available to them as identified in the collective bargaining contract.
- B. Catastrophic leave is to be awarded on a case-by-case basis with the mutual agreement of the District and the President of CSEA Chapter #379 or their respective designees. Bargaining unit members (donor) may donate accumulated and unused eligible leave hours to another bargaining unit member when the bargaining unit member (donee) suffers from a medical condition consistent with the provisions set forth below.
- C. Definitions:
 - 1. Catastrophic Illness or Injury: Catastrophic illness or injury means an illness that is expected to incapacitate the bargaining unit member for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking such extended time off from work creates a financial hardship for the employee because he/she has exhausted all of his/her sick leave and other paid time off.
 - 2. Eligible Leave Credits: Eligible leave credits means vacation and sick leave accrued to the donating employee.
- D. Eligibility Criteria: Eligible leave credits may be donated to a fellow unit member who has verified that he/she is suffering a medical condition that qualifies them to apply for catastrophic leave if all of the following requirements are met:

1. The employee who is, or whose family member is suffering from a catastrophic illness or injury requests that eligible credits be donated and provides verification of the catastrophic illness or injury by a licensed California physician.
 2. The governing board determines and agrees that the employee is unable to work due to the employee's or his/her family member's catastrophic illness or injury.
 3. The unit member has exhausted all accrued paid leave credits provided for by the collective bargaining agreement.
- E. Request for Donations: Request for donations to the Catastrophic Leave Bank shall be solicited by a joint announcement of the District and CSEA Chapter #379.
- F. Deposits to the Catastrophic Leave Bank:
1. If the transfer of eligible leave hours is approved by the governing board, any unit member may, upon written notice to the governing board, donate eligible leave hours at a minimum of eight hours, and in one hour increments thereafter.
 2. No unit member may donate sick leave hours unless he/she has a minimum of 120 hours of sick leave accrued.
 3. The unit member, at his/her option, may donate only the available accrued sick leave hours above 120 hours.
 4. All transfers of eligible leave hours are irrevocable. If the donated leave is not used, the donated leave is lost by both the donor and the donee.
 5. No sick leave hours may be transferred or donated to the bank within 60 days of the donor resigning or retiring.
- G. Withdrawals from the Catastrophic Leave Bank:
1. A unit member who receives paid sick leave pursuant to this provision shall use any such leave credits that he/she continues to accrue on a monthly basis prior to receiving paid catastrophic leave credits.
 2. The maximum amount of donated credit that may be used by one individual under this section shall be ninety (90) work days within a twelve (12) month period.
 3. Catastrophic leave credits shall not be used for illness or injury which qualify for worker's compensation benefits.
 4. Credits shall not be considered available leave for the purposes of qualifying for PERS retirement disability.

5. For a member to be eligible to withdraw out of the bank in the event of catastrophic incident for a particular fiscal year, that member must have donated a minimum of 8 hours/1 day of sick leave to the catastrophic leave bank during the period of July 1 through August 31 of that particular fiscal year.
- H. Applicant's Responsibility: The unit member who is eligible for the use of catastrophic leave shall apply in writing to the Associate Vice Chancellor, Human Resources, or designee in the following manner:
1. The request for leave shall be in writing and submitted to the Associate Vice Chancellor, Human Resources, or designee when it is apparent to the employee that his/her existing leave will be exhausted before they will be able to return to work.
 2. The requesting employee shall attach a physician's statement verifying that the member is unable to return to work due to their medical condition and/or the medical condition of the family member. The statement must also verify that the employee's condition will likely continue to incapacitate the employee for an extended period of time.
- I. District Responsibility:
1. The District and CSEA shall jointly request donations for the Catastrophic Leave Bank, at any time the account balance diminishes below forty (40) eligible leave hours.
 2. The District shall maintain the Catastrophic Leave Bank and provide forms for employees to use who wish to donate hours to the bank.
 3. The distribution of the leave hours shall be approved by the Associate Vice Chancellor, Human Resources, or designee and the President of CSEA Chapter #379, or designee.

**ARTICLE 10
INDUSTRIAL ACCIDENT AND ILLNESS LEAVE**

- A. A member suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a leave of up to sixty (60) working days in any one fiscal year for the same accident or illness.
- B. This leave shall not be accumulated from year to year, and when any leave will overlap a 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.
- C. 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 normal wages for the day.

- D. The Industrial Accident or Illness leave is to be used in lieu of normal sick leave benefits. When entitlement to Industrial Accident or Illness leave under this section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If, however, an employee is still receiving temporary disability payments under the Worker's Compensation laws of this state at the time of the exhaustion of benefits under this section, he/she shall be entitled to use that amount of his/her accumulated and available normal sick leave and vacation leave, which, when added to the Worker's Compensation award, provides for a day's pay at the regular rate of pay.
- E. Any time an employee on Industrial Accident or Illness leave is able to return to an unrestricted work schedule, as verified by a licensed physician, he/she shall be reinstated in an equivalent position without loss of accumulated longevity benefits or seniority.

ARTICLE 11
PERSONAL NECESSITY LEAVE

- A. A member may elect to use accumulated sick leave, not to exceed seven (7) days (pro-rated for less than 40 hour a week employees) in any fiscal year, for personal necessities. The following reasons allow a member to take personal necessity leave:
 - 1. The death of a member of the immediate family when additional leave is required beyond that provided in Article 12 and any other leave approved by the Chancellor or designee.
 - 2. Accident or occurrence, involving his/her person or property or the person or property of a member of his/her immediate family. Immediate family has the same meaning as provided in Article 12.
 - 3. Appearance in any court or before any administrative tribunal as a litigant.
 - 4. Illness or injury requiring hospitalization, transportation or personal care by the employee of a member of his/her immediate family.
 - 5. Upon completion of an initial six-month (6-month) probation period, two (2) of the seven (7) days may be granted for any reason deemed appropriate by the member. Prior approval of the supervisor is necessary. In no case will there be more than two (2) employees off at any one time in any one work unit under this paragraph.
- B. Certification of personal necessity leave shall be made on the leave form provided by the District and signed by the member.

**ARTICLE 12
BEREAVEMENT LEAVE**

- A. The District agrees to provide members, without loss of salary or other benefits, leave of absence not to exceed three (3) working days if in-state distance traveled is less than 300 miles one way, four (4) working days if in-state distance traveled is more than 300 miles one way, or five (5) working days if out-of-state travel is required, per occurrence on account of death of any member of the employee's immediate family.
- B. "Member of the immediate family" as used in this section, means the mother, father, grandmother, grandfather, grandchild, great-grandmother, or great-grandfather, of the member or of the member's spouse or domestic partner, and the spouse, domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, or any relative in the immediate household of the member, or step-mother, step-father, step-daughter, step-son, step-brother, or step-sister.
- C. The District agrees to provide bargaining unit members with one (1) day (eight '8' hours) bereavement leave per year without loss of salary or other benefits upon the death of a friend or relative not listed in preceding paragraph or other than immediate family may be used in one-hour (1-hour) increments.
- D. An unpaid extension of bereavement leave may be requested by a member as out-lined in Article 13.

**ARTICLE 13
LEAVE OF ABSENCE WITHOUT PAY**

Section 1. Unpaid Leave:

A member may request up to a total of ten (10) days, (pro-rated for less than 40 hour a week employees) leave without pay per fiscal year. Accrual of vacation and sick leave benefits will continue during time off. Utilization of this provision requires prior approval by the immediate supervisor.

Section 2. Personal Leave:

- A. Any member with two (2) years or more of service may be granted a leave not to exceed one (1) year for a specific reason deemed appropriate by the Board and at the convenience of the District.
- B. Any such leave granted shall be without pay or other benefits granted members. Any personal health or life insurance carried by the member through the District may, with the carrier's and District's approval, be continued at the expense of the member on personal leave. Members shall not accrue sick leave, vacation, holiday or time in service to be applied toward longevity, step increases or anniversary increments.

ARTICLE 14
UNPAID HEALTH LEAVE OF ABSENCE

- A. Upon exhaustion of all paid leaves, a member with two (2) or more years of service may, at the discretion of the Board, be granted a leave of absence, without compensation, for health reasons for a period not to exceed one (1) year. At the end of this unpaid leave, a member may request to be placed on a thirty-nine (39) month reemployment list.
- B. Certification acceptable to the District of the need for such unpaid leave, or proof of illness, must be provided by a licensed physician.
- C. Members on such unpaid leave shall not accrue sick leave, vacation, holiday time, or time in service to be applied toward longevity, step increases, or anniversary increments.
- D. Any such unpaid leave granted, however, shall not count as a break in continuity of service to the District.
- E. The District will continue to provide employee group medical insurance, with the exception of long-term disability insurance, for up to one (1) year after utilization of all paid leaves for employees who have been employed two (2) years or more and who become disabled due to accident or illness. Illness or injury will be determined by the District insurance carrier for Long-Term Disability. To be eligible the employee is required to request continuance of insurance benefits and pay the employee portion of the premium to the District prior to the first day of each month. A member of the bargaining unit, upon exhaustion of health leave of absence, may elect to continue District benefits, excluding Long-Term Disability and Life Insurance, provided the member pays the monthly COBRA premium beginning with the first month following the end of the leave.

ARTICLE 15
MILITARY LEAVE OF ABSENCE

Members shall be granted Military Leave in accordance with the provisions of the State of California Education Code and of the Military and Veterans' Code.

ARTICLE 16
LEAVE OF ABSENCE FOR STUDY

- A. Eligibility: Members who have completed five (5) consecutive years of service in regular status with the District will be eligible to apply for a leave of absence for study purposes. The granting of such leave shall be entirely discretionary with the District. When a study leave has been authorized and taken, an additional five (5) years of service, after return to duty from the last leave, must be completed before another study leave may be granted. Any leave granted and taken under this rule will not constitute a

break in service for any purpose, but the leave time shall not count toward eligibility for a future study leave.

- B. Length: Study leave can be for any period of time not to exceed one (1) year and may be taken in any time increments as approved by the District, but must be completed within three (3) years after the initial part of the leave was commenced. If the leave is not continuous, the service performed between the leave intervals shall be credited toward future study-leave eligibility.
- C. Compensation: If a leave is granted under this Article, the employee will be paid one-half (1/2) what his/her salary or wage would have been had he/she not been on leave. To qualify the employee shall use all accumulated vacation prior to being eligible for pay. Compensation shall be paid as follows:
1. If the member does not provide a bond as determined by the District or provide a written statement indicating that he/she will serve at least two (2) years (or a two-to-one [2-1] ratio, if leave is taken for a semester only, thereby requiring service of two (2) consecutive semesters) with the District upon return from leave, the agreed to compensation shall be paid in two (2) equal annual installments during the first two (2) years of service to the District following return to duty after termination of leave.
 2. If the member provides the required bond or submits a written document, approved by the District, the member will be paid the agreed-upon compensation in the same manner as if he/she were in active service with the District. If the member fails to complete two (2) years of service for the District following return from leave, except as provided below, he/she may be required to refund to the District a prorated portion of any compensation received while on leave.
 3. If a member has provided a bond or written agreement and fails to complete the required two (2) years of service because of his/her death or physical or mental disability, the bond or conditions of the agreement shall be exonerated in the same manner as if the required service had been performed.
- D. Procedure: The member must file an application with the District for a leave of absence under this Article and must outline:
1. His/her work history with the District (e.g., positions held and length of service in each).
 2. Length of leave requested and time period in which the leave will be completed if granted.
 3. The purpose for which the leave is requested. The application must include the complete course of study to be pursued, institution giving the courses, costs involved, degree or other credits to be granted, and pertinent data.

4. Service, if any, to be performed by the member for the District during the leave.
5. The benefits to be derived by the District by the granting of the leave.
6. Willingness by the member to provide a bond to the District for at least two (2) years after termination of the leave.
7. Willingness to provide the District evidence or to make satisfactory study progress at agreed intervals during the leave. Failure to provide such evidence or to make satisfactory progress may, at the option of the District, result in the immediate cancellation of the leave. Furthermore, the unit member agrees to refund any monies paid pursuant to this Article if it is determined by the District that the employee has not used the leave for its designated purpose and/or has failed to make satisfactory progress toward the goals established in the application.
8. An agreement by the member that he/she will report any employment during the leave to the Associate Vice Chancellor, Human Resources or designee, who shall determine whether conflicts exist with the purpose of the leave.

ARTICLE 17
LEAVE OF ABSENCE FOR RETRAINING

- A. In the event that the Board acts to abolish positions in the classified service and to create new positions because of automation, technological improvements, or for any other reasons, it may provide for the retraining of displaced members in accordance with this Article.
- B. To be eligible for retraining leave, a member must:
 1. Have served in the District at least two (2) consecutive years preceding the granting of leave;
 2. Be serving in a position which the District abolishes, or show that the retraining will clearly benefit the District;
 3. Indicate a willingness to undergo the prescribed retraining program; and
 4. Indicate a willingness to serve the District for at least two (2) years after successful completion of the retraining program.
- C. The District shall prescribe the retraining program and may provide the program internally or designate the institution or place where the retraining program is to be conducted.
- D. The District shall grant reimbursement of the costs, including tuition fees, to any member who satisfactorily completes approved training to improve his/her job knowledge, ability or

skill. Programs eligible for reimbursement shall include, but not be limited to, courses of study at approved academic institutions, seminars and training institutes conducted by recognized professional associations, and conferences, meetings and such other training programs as are designed to upgrade the classified service and to encourage retraining of members who may otherwise be subject to layoffs as the result of technological changes. Provisions of this section shall not apply to any member who is receiving training and is eligible for reimbursement by any other governmental agency, organization or association.

- E. Any leave granted and taken under this should not constitute a break in service.
- F. Employee shall receive one-half (1/2) pay.

ARTICLE 18 ENROLLMENT IN COLLEGE COURSES

- A. On either a reduced pay or an adjusted work schedule basis, a member may request permission to take a college course during his/her regularly scheduled work day. Approval of such a request shall be contingent upon the following conditions:
 - B. The course will improve the member's service to the District.
 - C. Additional funds will not be required.
 - D. Classes taken during regular work hours will be approved by the immediate supervisor if the following conditions are met:
 - 1. The class is related to the employee's work assignment as determined and approved by the supervisor; or,
 - 2. The class is required for the degree the employee is seeking;
 - 3. Adjusted hours shall be made up within the same week during which they are taken;
 - 4. Under no circumstances shall more than one (1) employee in the same work unit take classes on an adjusted work schedule basis at the same time;
 - 5. In the case of requests which meet the above criteria and where two (2) employees in the same work unit have applied for the same hours of release time, seniority shall prevail.
 - E. The maximum number of adjusted work hours per week which may be allowed is five (5), except, when a single class requires more than five (5) hours, a maximum of ten (10) hours may be requested.

- F. The amount of reduced pay shall be proportionate to the time taken from the regular work week.
- G. A unit member enrolling in College District Courses shall be eligible for a waiver of enrollment fees on a space availability basis, except that the unit member shall be required to reimburse the College/District if the member receives a grade of D, F, incomplete or withdrawal and the District is authorized through automatic payroll deduction to charge back any waived enrollment fees for failure to maintain a grade of C or better.

ARTICLE 19 JURY DUTY

- A. 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. Any hours spent on jury duty shall be deducted from the assigned work hours daily. Unit members assigned to work the shift beginning after 3 p.m. shall not be required to report for duty at the employee's next scheduled work shift for the number of hours actually provided for jury duty service. Following such jury duty service the employee shall notify his/her immediate supervisor within one-half hour of release from jury duty service or as soon thereafter as possible the number of verified hours served on jury duty service. The immediate supervisor shall arrange the employee's scheduled work hours in accordance with department needs.
- B. Request for Jury Service Leave should be made by presenting as soon as possible the official court summons to jury service to the member's immediate supervisor and to the District payroll office through regular administrative channels.
- C. Reimbursement to the District of any monies earned as a juror, except mileage, shall be made by the member.
- D. A member called for jury duty shall not be encouraged in any way to seek exemption from such duty nor shall he/she be discriminated against in any way for not seeking such exemption. However, the Associate Vice Chancellor, Human Resources or designee may discuss the practicality of seeking exemption or delay, as may be permitted by any applicable statute or rule, with the employee when acceptance would tend to materially disrupt District operations.
- E. Members are required to work for any period of their daily work schedule during which jury duty services are less than eight hours or their regularly scheduled shift.
- F. The District may require verification of jury duty time prior to, or subsequent to, providing jury duty compensation.
- G. Leave of absence shall be granted to any employee who has been served a subpoena to appear as a witness in a court case. Request for leave of absence to serve as a witness

would be made by presenting the official court summons to the supervisor. The length of the leave granted shall be for the number of days in attendance in court as certified by the clerk or other authorized officer of the court. The employee shall receive full pay during the leave period, provided that the witness fee is filed with the District. The witness fee assigned to the District does not include the Court's reimbursement to the employee for transportation expenses.

ARTICLE 20 HOLIDAY SCHEDULE

- A. Each year the Board of Trustees shall determine the holiday schedule. The Board shall provide eleven (11) paid holidays for all bargaining unit members. Employees in unpaid status on the last Friday prior to the last Monday in May and continuing through July 31, shall not receive pay for Memorial Day and Independence Day.
- B. All new employees shall not be paid for a holiday preceding their first day of employment. An employee leaving the classified service must be in a paid status the day succeeding the holiday to receive compensation for the holiday.
- C. Bargaining unit members whose employment terminates the day preceding a holiday shall not receive compensation for the holiday. Employees shall only receive holiday pay if they are in paid status during any portion of the working day immediately preceding or succeeding the holiday.
- D. Bargaining unit members shall be given a holiday on every day appointed by the President, or by the Governor of this State, as a public fast, Thanksgiving, or holiday.
- E. For employees in the bargaining unit who have satisfactorily completed six (6) months of service, four (4) additional holidays shall be granted. The board shall determine placement of these holidays.
- F. For employees whose workweek is defined as Tuesday through Saturday or Wednesday through Sunday and a holiday falls on both a Friday and a Monday (e.g. Lincoln's and Washington's Birthdays), the employee will be given the option subject to the approval of the supervisor, to make up the Saturday workday or the Saturday/Sunday workdays on the preceding Monday or Monday and Tuesday should the worksite be closed on those employee's work days.
- G. Members of the bargaining unit normally employed less than eight (8) hours per day and less than five (5) days per week are entitled to that proportion of paid holidays as the number of hours they normally work bears to forty (40) hours per week.

ARTICLE 21
EMPLOYEE EVALUATIONS

- A. Each immediate supervisor under whom the unit member has served for sixty (60) working days or more during any rating period, shall evaluate the employee by means of a performance evaluation.
- B. The following schedule shall be followed for the completion of the performance evaluation:
 - 1. For regular probationary employees by the end of the fourth month of service.
 - 2. For all regular permanent employees: at least once each year.
 - 3. For any regular employee at the time a critical incident (which beneficially or adversely affects the public service) occurs. Such a performance evaluation is considered a legitimate record of the District's continuing appraisal of its employees.
 - 4. The employee may request a follow up meeting to review the performance ratings with the Evaluator and Union representative if the evaluation states discipline is likely to occur. Such a review meeting shall be scheduled with the Evaluator in advance of a mutually acceptable time but in no event beyond five (5) work days.
 - 5. The employee shall have the right to respond to any performance evaluation within five (5) business days of the date she/he received the evaluation or the date a review meeting was conducted pursuant to section 4 above.
- C. The following procedure shall be adhered to in regard to performance evaluation reports:
 - 1. The performance evaluation reports shall be completed by the employee's immediate supervisor.
 - 2. The reports shall be completed on forms prescribed by the District.
 - 3. Upon completing the performance evaluation report, the immediate supervisor shall present it to the employee and give him/her an opportunity to discuss it.
 - 4. The employee shall then sign the report in order to indicate his/her receipt and he/she shall retain a signed copy. In the event the employee is no longer supervised by the person preparing the evaluation, it may be delivered by mail.
- D. When a classified employee of the District assumes the duties and responsibilities of a higher classification on a temporary basis for at least one (1) month, one or more performance evaluations will be completed for that period of time and will be retained in his/her personnel file. No voluntary transfers may take place during a unit member's probationary period.

- E. Employee Personnel File: Members of the bargaining unit shall be provided with copies of any derogatory written material ten (10) work-days before it is placed in the employee's personnel file. The member shall be given an opportunity during normal working hours for release time not to exceed one (1) hour exclusive of travel time and without loss of pay to review the personnel file, and initial and date the material within the time period prior to its being placed in the personnel file. The employee shall have the right to attach a written response to his/her evaluation. Employee evaluations are not subject to the provisions of Article 26.
- F. The District agrees that member personnel files shall be kept in confidence and shall be available for inspection only to management designated employees of the District when actually necessary in the proper administration of the District's affairs or the supervision of the employee. All documents concerning a member shall be kept in the official personnel file at the District Office. A file kept in the campus personnel office shall be an exact duplicate of the official personnel file.
- G. A unit member shall be permitted to review, upon request and reasonable notice, his/her personnel file. Except as otherwise provided herein such review shall not normally be permitted during the unit member's duty hours.
- H. Reviewable material shall not include ratings, reports, or records which:
1. Were obtained prior to the employment of the unit member involved;
 2. Were prepared by identifiable examination committee members; or
 3. Were obtained in connection with a promotional opportunity.
- I. Release time for review of a personnel file is granted only in instances where derogatory material is to be filed.
- J. Employees must be given written notification before any information of a derogatory nature is placed in their personnel file. Information of a derogatory nature shall not be entered or filed in the unit member's personnel file until such unit member is given written notice of such material. Following such notice, the unit member shall have ten (10) work days to review and have attached thereon the unit member's comments relative to such derogatory material.
- K. At the request of the employee, such review shall take place during normal business hours without loss of compensation, but shall not exceed one (1) hour, excluding travel time.

ARTICLE 21.5
PROBATIONARY PERIOD

- A. After serving a probationary period of 130 days in paid status, an employee in the classified service shall thereupon be designated as a permanent employee.
- B. Notwithstanding any other provision in this Agreement, any time a probationary employee is on any paid or unpaid leave, the time the probationary employee is absent shall be excluded from satisfying the number of required workdays in any employee probationary period and constitute a break in the probationary period.

ARTICLE 22
TRANSFERS-WORK LOCATION

- A. Work location is defined as Fresno City College; District Office (multiple sites); Reedley College (includes Willow International Community College Center, Madera Center, and Oakhurst) and Career and Technology Center or any such other work location as may be developed. Mileage beyond normal commute to be paid between all sites. Transfer of members from one work location to another on a temporary basis may be initiated by the District's management at any time such transfer is judged to be in the best interest of the District. Such transfer shall not exceed sixty (60) days except that a transfer may exceed sixty (60) days in the case of a permanent employee on a temporary leave of absence. The unit member affected by such transfer shall be given at least a five (5) day notice and a conference will be held between the appropriate management person and the unit member in order to discuss the reasons for the transfer.
- B. The job site transfer process is not subject to the provisions of the grievance article of this Agreement unless the transfer exceeds sixty (60) days except when such transfer is to replace a permanent employee on a temporary leave of absence.
- C. Mileage: Any member of the bargaining unit assigned to a temporary work location shall be entitled to mileage reimbursement upon submission of proper verification forms to the immediate supervisor. Any mileage compensation shall be compensated by the reimbursement rate established by the Board. Mileage reimbursement shall be limited to any increase in mileage resulting from the difference between employee's home and regular work site and employee's home and temporary work site.

ARTICLE 23
EQUAL EMPLOYMENT OPPORTUNITY

The District agrees to comply with the applicable federal and state laws. (This paragraph is not included in the grievance process.) CSEA shall have the right to appoint one (1) member to the District Equal Employment Opportunity Committee or its equivalent to the extent such Committee is required under federal law. Complaints brought under the guise of equal employment opportunity, discrimination and/or harassment will not be addressed through the

grievance process. Such complaints will be addressed through the process available in the District's Board Policy or any other such relief as provided by law.

**ARTICLE 24
DISTRICT CSEA CONSULTATION COMMITTEE**

- A. District and CSEA agree that communications involving administration of this contract, excluding grievances, and/or negotiable matters, may be facilitated by consultation meetings. The committee shall consist of up to three (3) members from each party.
- B. Either party may request a consultation meeting where it is believed that a resolution of a problem or problems may be feasible.
- C. The party requesting such a meeting shall submit an agenda with sufficient detail to allow an understanding of the problem to be discussed or resolved; and, the date, place, and time requested. The receiving party shall, within three (3) work days, notify the requesting party of agreement or non-agreement to the meeting. Meetings shall be held at times agreeable to both parties. Minutes shall be approved at the next meeting by both parties.
- D. Orientation sessions on this agreement for bargaining unit employees will be held during regular working hours; time, date and place to be determined by District-CSEA Consultation Committee.

**ARTICLE 25
MANAGEMENT RIGHTS AND RESPONSIBILITIES**

- A. CSEA recognizes and agrees that the Board, on its own behalf and on behalf of the electors of the District, retains and reserves unto itself, limited only by Articles of this Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it, expressed or implied, by the laws and the Constitution of the State of California and of the United States.
- B. CSEA recognizes and agrees that the exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then, only to the extent such specific and express terms are in conformance to the Constitution and laws of the State of California and the Constitution and laws of the United States.
- C. CSEA recognizes and agrees that the District's powers, rights, authority, duties and responsibilities include, but without limiting the generality of the foregoing, the exclusive right to manage, plan, organize, staff, direct and control; to decrease and increase the work force; to establish and change standards; to determine solely the extent to which the

facilities of any department therefore shall be operated, and the outside purchase of products or services (such purchases of products or services shall not be the reason for a reduction in present allocated positions held by members); the right to introduce new, or improved methods and facilities; and, to otherwise take any action desired to run the entire operation efficiently, except as modified by this Agreement.

- D. CSEA recognizes and agrees that the District retain its rights to amend, modify, or suspend policies and practices referred to in this Agreement in case of emergency. Emergency to be defined as: an act of God, a natural disaster, or other dire interruption of the District's programs. When an emergency is declared, District shall immediately notify and consult with CSEA. The determination of whether or not an emergency exists is solely within the discretion of the Board.
- E. The District may contract out bargaining unit work as permitted by statute and to the extent such contracting out of unit work does not violate state law including the District's and CSEA's rights under the Educational Employment Relations Act.

ARTICLE 26 GRIEVANCE PROCEDURE

Purpose: To provide an orderly procedure for reviewing and resolving grievances promptly.

Section 1. Definitions

- A. "Grievance" is a formal written allegation by a grievant that there has been a violation, misapplication, or misinterpretation of any provision of this Agreement. It is the intent of the parties to review and resolve grievances at the lowest possible administrative level. Other matters for which a specific method of review is provided by law, by policies, rules and regulations of the Board of Trustees, or by the administrative regulations and procedures of this District are not within the scope of this Article.
- B. A "grievant" may be any member or members of the bargaining unit covered by the terms of this Agreement, or CSEA, and who have been adversely and specifically affected by the misapplication of a specific term or condition of the collective bargaining agreement.
- C. A "day" (for the purposes of this grievance policy) is any day on which the central administrative office of the State Center Community College District is open for business.
- D. The "immediate supervisor" is the first administrator having immediate jurisdiction over the grievant--not within the same bargaining unit as the grievant.

Section 2. Time Limits

- A. A grievant who fails to comply with the established time limits at any step shall forfeit all rights to further application of this Grievance Procedure relative to the grievance in question.