| **ARTICLE NUMBER** | **NEW CHANGES** | **Actions needed/Deadline** |
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| **Article 1 – Term of Agreement** | * Agreed to a three year term. Agreement is effective from July 1, 2017 – June 30, 2020. |  |
| **Article 2 – Recognition** | * Language change only. Cleaned up language and added clarification of confidential positions. Confidential positions are not members of CSEA. |  |
| **Article 7 – District/CSEA Relations – CSEA Rights** | * CSEA Executive Board, negotiations team, and CSEA Field Office or Headquarters shall be permitted reasonable use of District’s e-mail system and video conferencing equipment following certain conditions listed on page 7-8 of the Agreement. * Added list of CSEA member titles who are allowed to send emails to unit members and rules associated with sending emails. * Added clarifying language regarding District facilities usage. * Board agenda packets, official board minutes, Board Polices, and Administrative Regulations will be available on the District website. * A CSEA designee shall be allowed reasonable release time to assist another unit member in an investigatory interview that may lead to discipline as set forth in the Educational Employment Relations Act. * The District will provide up to 64 hours of paid release time for CSEA elected delegates to attend CSEA Annual Conference upon approval from the immediate supervisor. * One CSEA representative shall participate in the districtwide new hire orientation to present new CSEA bargaining unit members with introductory information. |  |
| **Article 8 – Organizational Security** | * Removed initiation fees deduction for unit members. * CSEA shall provide the District with a list of unit members who have paid service fees in lieu of having fees deducted by Nov. 1st of each year. * Added to the list of nonreligious, nonlabor charitable organizations for service fee payers. * Language clean up. |  |
| **Article 9 – Equal Employment Opportunity** | * Formerly Article 23 * Added Civil Rights Act language. |  |
| **Article 12 – Probationary Period** | * Formerly Article 21.5 * Moved language from another article to this article that no lateral transfers may take place during a unit member’s probationary period (current practice). |  |
| **Article 13 – Hours of Work** | * Formerly Article 28 * Salary data sheets shall be stored electronically and may be accessed by District or unit members at any time. * Temporary flex week hours must be scheduled within a five day work week. * Unit members cannot work overtime without prior approval of supervisor. * Rest periods shall not be used to arrive late or leave early and cannot be combined with or added to lunch periods to create a longer lunch period. * Unit members may not accrue more than 240 hours of compensatory time. * Cash payment for overtime shall be provided to unit members by June 30th (clarifying current practice). No more exceptions. * Added definitions and types of flexible hour unit members and list of positions in these categories. * Pay period for flexible-hour/year-round and seasonal unit members begins on the 15th of each month and ends on the 14th of the succeeding month (clarifying current practice). * Added clarifying language on what types of situations will not warrant minimum call-in time pay such as pre-scheduled overtime and work performed in de minimis time. Also included definition of de minimis time. * Language clean up. |  |
| **Article 14 – Temporary Work Location Transfer** | * Formerly Article 22 * Changed article title from “Transfers-Work Locations” to “Temporary Work Location Transfer” * Updated the di Formerly Article 30 * Added clarifying language throughout article * Medical Insurance: * A unit member’s regular assignment must be a minimum of 30 hours per week during their assigned work year to be eligible for District-sponsored group medical insurance (used to be 20 hours). * Added that unit members may be offered medical insurance if he/she becomes eligible under the regulations of the Affordable Care Act (ACA). * Medical/Dental/Vision/Life/Long-Term Disability Insurance: * Failure to pay required premiums shall result in termination of coverage. * Insurance enrollment forms must be turned into the District Benefits Office within 31 calendar days from date of hire, which includes the date of hire, or District will automatically enroll unit member in lowest cost plan. * Life Insurance: * To be eligible for the District-sponsored group term life insurance, a unit member’s regular assignment must be a minimum of 40 hours per week during their assigned work year and the dependent must be enrolled on the unit member’s medical insurance plan. * fferent work locations * Added clarifying language that the temporary transfer shall not exceed 60 working days unless covering a permanent unit member on a temporary leave. * Added clarifying language that the unit member shall be given at least a 5 working days’ notice of the temporary transfer. * Added clarifying language that mileage beyond normal commute is to be paid between all sites. * Language clean up. |  |
| **Article 15 – Uniforms, Tools, and Equipment** | * Formerly Article 29 * Changed article title from “Employee Expenses and Materials” to “Uniforms, Tools and Equipment” * Updated list of departments which require unit members to wear uniforms. * Added language about loss or unauthorized removal of equipment being reported immediately to appropriate administrator. * Added reimbursement max of $100 per fiscal year to replace or repair a unit member’s personal property required in the course of employment following certain conditions listed on page 24 of the Agreement. * Removed non-District owned automobile insurance section. * Language clean up. |  |
| **Article 16 – Pay and Allowances** | * Formerly Article 33 * **Salary/Longevity Schedule Progression**: * Unit members may advance in salary step/longevity only if their performance is evaluated as “meets standards” or better, **and** they have completed twelve months of paid service in a position. * Longevity schedule progression will not be affected the first time they receive an overall rating of less than “meets standards” effective July 1, 2017. One-time exception. * **Professional Growth**: * Eligible to participate in Professional Growth after 3 years of service instead of 5 years of service. * Official transcripts from a nationally or regionally accredited institution. * Units must be job-related or applied towards a degree or certificate, provided that fees were not waived by the District. * Quarter units will be converted into semester units. * **Working Out of Class**: * The Human Resources office will clarify what is and what is not within classification. * Disputed cases may be appealed to the Vice Chancellor, Human Resources, in which their decision is final. * Added that unit members who receive a promotion to a classification at a higher salary range shall be placed on the step of the higher classification at a 5% increase in base rate of pay. (Current practice) * **Salary**: * 2017-2018 – 1.50% salary increase on-schedule retroactive to July 1, 2017 + 1.50% one-time, off-schedule payment to be paid on the July 2018 paycheck. * 2018-2019 – ½ COLA + 0.75% on-schedule effective July 1, 2018 + 0.50% one-time, off-schedule payment to be paid on the December 2018 and July 2019 paychecks. * 2019-2020 – ½ COLA + 0.75% on-schedule effective July 1, 2019 + 0.50% off-schedule payment to be paid on the December 2019 and July 2020 paychecks. * New Faculty Sign Language Interpreters hourly schedule. * Added clarifying language that unit members can access a current accounting of their sick leave and vacation on the internet (WebAdvisor). * Language clean up. |  |
| **Article 17 – Anniversary Dates** | * New article * Two types of anniversary dates * Definitions of the two anniversary dates.   **Anniversary dates can be affected by**:   * + - Unpaid Leave beyond ten days     - Personal Leave     - Unpaid Health Leave of Absence     - Any break in service from the District |  |
| **Article 18 – Health and Welfare Benefits** | * Formerly Article 30 * Added clarifying language throughout article * Medical Insurance:   + A unit member’s regular assignment must be a minimum of 30 hours per week during their assigned work year to be eligible for District-sponsored group medical insurance (used to be 20 hours).   + Added that unit members may be offered medical insurance if he/she becomes eligible under the regulations of the Affordable Care Act (ACA). * Medical/Dental/Vision/Life/Long-Term Disability Insurance:   + Failure to pay required premiums shall result in termination of coverage.   + Insurance enrollment forms must be turned into the District Benefits Office within 31 calendar days from date of hire, which includes the date of hire, or District will automatically enroll unit member in lowest cost plan. * Life Insurance:   + To be eligible for the District-sponsored group term life insurance, a unit member’s regular assignment must be a minimum of 40 hours per week during their assigned work year and the dependent must be enrolled on the unit member’s medical insurance plan. * Long-Term Disability (LTD) Insurance:   + To be eligible for LTD, a unit member’s regular assignment must be a minimum of 30 hours per week (used to be 20 hours).   + For unit members hired on or before August 31, 2013, the District shall provide LTD insurance at the District’s expense (current practice). be offered Additional supplemental voluntary long-term disability LTD insurance coverage shall be available to be purchased at the unit member’s expense during open enrollment, per the requirements of the carrier.   + For unit members hired on or after September 1, 2013, the District shall provide voluntary LTD insurance at the unit member’s expense (current practice). * District Insurance Premium Contributions:   + Added language was added to Section 6, District Insurance Premium Contributions, in the Health and Welfare article which states that if SCFT, POA, management, and/or confidential employees receive an increase to their District medical insurance premium contribution, then CSEA shall receive the same increase.   + Added language that the District will contribute a premium amount equivalent to the premium cost of the dental, vision, and life insurance plans. * Retiree Medical Insurance:   + The retiree medical insurance provisions shall be effective for eligible unit members who retire during the term of the Agreement.   + The retiree medical insurance program covers the medical insurance plan only.   + Eligible spouse/registered domestic partner and eligible dependents may be covered if enrolled on the medical plan at time of retirement.   + Unit members who retire from the District and later return to work at the District in a capacity that makes him/her eligible for medical insurance will no longer continue to receive retiree benefits. * Retiree Life Insurance:   + Upon retirement, unit members have the option to continue their District-sponsored group term life insurance coverage at their own expense directly through the insurance carrier, as per the insurance carrier’s guidelines. * COBRA (new section):   + Upon separation from the District, unit members have the option to continue their District-sponsored medical, dental, and vision insurance plans at their own expense as afforded under COBRA legislation, directly through the District’s third-party administrator. |  |
| **Article 19 - Holidays** | * Formerly Article 20 * Article now lists the holiday schedule. * Effective 2018-2019 fiscal year: * The Board shall provide an additional paid holiday, Winter Break Holiday (placement to be determined by Board of Trustees). * Veteran’s Day to be honored on Veteran’s Day instead of in lieu. * Added clarifying language on pay when unit members work or don’t work on holidays. * Language clean up. |  |
| **Article 20 – Vacation Leave** | * Formerly Article 27 * Changed article title from “Vacation Plan” to “Vacation Leave” * Vacation time can be taken in 15 minute increments now instead of 1 hour increments. * Removed language on 50% of vacation earned must be consumed by midyear by permanent employees, unless approved by supervisor. * Added language that the approval of vacation shall be at the discretion of the immediate supervisor (current practice). * Vacation Payout: * Sign language interpreters, Food Services, and seasonal unit members who have any unused vacation hours shall be paid in a lump sum payment at the end of the fiscal year. * All other unit members: * Maximum amount of vacation hours allowed for carry over shall not exceed 2 years accrued. * Vacation hours in excess of 2 years accrued shall be paid in a lump sum payment at the end of the fiscal year. * If a unit member has 3 times or more of their annual accrual rate, as of June 30, 2018, they may have the option of a lump sum payment, or choose to be paid out over 24 months in equal payments. This only applies to the balance as of June 30, 2018. * Language clean up. |  |
| **Article 21 – Sick Leave** | * Formerly Article 9 * Sick leave can be taken in 15 minute increments now instead of one 1 hour increments. * Absences shall be reported to the supervisor on a daily basis unless the unit member has submitted a doctor’s note to Human Resources excusing the unit member from work for a designated period of time. * Clarified that on July 1st of each fiscal year, unit members are awarded in advance their annual sick leave accrual, except that flexible-hour unit members accrue sick leave on a monthly basis, based on actual hours worked. * Clarified that a unit member absent due to illness or injury for more than 3 consecutive work days may be required to submit a medical certification covering the period of absence and a medical release from a Health Care Provider to their supervisor prior to being permitted to return to work. * Added additional definition for Health Care Providers to include nurse practitioners, nurse-midwives, clinical social workers and physician assistants authorized to practice, and performing within the scope of their practice, under state law. * Unit members can access a current accounting of their sick leave on the internet. * **Extended Illness Leave (Half Pay)**: * Updated language to match the Education Code. * After exhaustion of all paid leave, unit members are eligible for 100 working days of paid sick leave (minus the 12) compensated at 50% of the unit member’s regular pay. * Unit members will no longer need to be out for more than 5 consecutive days in order to receive half pay. * However, unit members will still need to have submitted a doctor’s note on file covering their time off in order to receive half pay. * **Catastrophic Leave**: * Added types of illnesses/injuries excluded from this leave. * Added list of family members eligible for care for under this leave. * Added eligibility criteria that unit members must have been incapacitated or absent for no fewer than 30 calendar days (There was not a limit before). * Unit members must have served 12 months with the District in order to donate to the catastrophic leave bank. * Unit members may donate to the catastrophic leave bank at any time, but only those who donated during July 1st to August 31st that fiscal year may be eligible to request usage. * Changed the maximum usage from 90 working days to 75 working days. * Added that a unit member has been incapacitated or absent for no fewer than 30 calendar days to be eligible for catastrophic leave. (There was not a limit before) * Added that unit members must have served 12 months with the District in order to donate to the catastrophic leave bank. * Added that unit members can donate to the catastrophic leave bank at any time, however, members wanting to use hours must have donated during the July 1st to August 31st time line to be eligible. * Changed the maximum that can be used from the catastrophic leave bank from 90 working days to 75 working days. * Language clean up. |  |
| **Article 22 – Personal Necessity Leave** | * Formerly Article 11 * Updated language to reflect that a probationary period is 130 working days. * Added that personal necessity leave can be taken in 15 minute increments. |  |
| **Article 23 – Industrial Accident or Illness Leave** | * Formerly Article 12 * Changed the article title from “Industrial Accident and Illness Leave” to “Industrial Accident or Illness Leave” * Added clarifying language to define processes that are already in place but were not in the contract. * Any unit member, while receiving benefits under this leave, who accepts employment from an employer other than the District shall be deemed to have abandoned his/her position on the date of acceptance of employment. * Language clean up. |  |
| **Article 24 - Bereavement Leave** | * Formerly Article 12 * Changed travel distance from 300 to 250 miles one way for 3 days of bereavement leave and 4 days will be allowed if traveling more than 250 miles. * Clarified this leave is pro-rated for less than 40 hour a week unit members. * Leave must be taken within 1 year of the death, unless an extension is granted by the Vice Chancellor, Human Resources. * Additional 8 hours (not to exceed 16 hours total per fiscal year) for death of a friend or relative who are is not a member of the immediate family (pro-rated for less than 40 hour a week unit members). * Minimum bereavement leave increment usage is 15 minutes instead of 1 hour. * If abuse is suspected, the unit member may be required to show evidence of death. * Language clean up. |  |
| **Article 25 – Jury Duty or Witness Leave** | * Formerly Article 19 * Changed title from “Jury Duty” to “Jury Duty or Witness Leave” * Unit members are required to report to work during regular hours preceding and immediately following jury duty and reasonable travel time, unless prior authorization has been obtained from supervisor to use another type of leave. * Unit members shall notify their supervisor within 30 minutes of being released from jury duty of their approximate return to work time. * Unit members do not receive compensation for the time spent on jury duty in excess of the assigned work hours. * Leave of absence without loss of pay shall be granted to unit members who have been served a subpoena to appear as a witness in a court case. * Any monies received for being a witness should be submitted to the District. |  |
| **Article 26 – Leave of Absence Without Pay** | * Formerly Article 13 * Requires 1 year or more of service to be eligible to request an unpaid leave of absence of up to 10 days per fiscal year (no requirement before). * If a unit member is docked pay for any reason within the fiscal year, the docked time shall be applied towards the unpaid leave allotment. * Language clean up. |  |
| **Article 31 – Enrollment in College Courses** | * Formerly Article 18 * Requests for a reduced pay or adjusted work schedule must be submitted at least two weeks prior to the start of the course. * Exceptions to having more than 1 employee on an adjusted work schedule can be made with the approval of the supervisor. * The District and CSEA signed an MOU to form a committee during the 2017-2018 fiscal year to explore the development of a Tuition Reimbursement Pilot Program. |  |
| **Article 32 – Recruitment, Transfer and Promotion** | * New article to outline new changes to the classified recruitment process. * **Recruitment Process**: * When a vacancy occurs, the Personnel Commission (PC) will open lateral transfers first for a minimum of 10 working days. * All permanent staff who apply for a lateral transfer and meet the minimum qualifications will be placed on the **Transfer Eligibility List** and be interviewed by the hiring manager. * After interviewing from the Transfer Eligibility List, the hiring manager can choose to hire or elect to move forward with the recruitment. * If the manager elects to move forward with the recruitment, PC will post the vacant position for a minimum of 15 working days to allow permanent and probationary unit members, along with the public to apply. * Upon conclusion of the recruitment process, the PC will establish 2 eligibility lists: * **Promotional Eligibility List -** internal employees * **Open Recruitment Eligibility List -** external candidates. * The top 3 ranks from both of these lists will be certified by the PC to the hiring manager for interviews. * The hiring manager may elect to hire from the Promotional Eligibility List, Open Recruitment Eligibility List or the Transfer Eligibility List. * The intent is to provide unit members with more promotional opportunities as they will no longer have to compete with external candidates for placement on the same list. | Per Ed Code, must be a minimum of 15 days for transfers. |
| **Article 33 – Performance Evaluations** | * Formerly Article 21 * Changed title from “Employee Evaluations” to “Performance Evaluations” * If an evaluation states that discipline is likely to occur, a unit member may request a follow up meeting to review the performance ratings with the Evaluator and Union representative, not beyond 10 working days (changed from 5 days). * The unit member shall have the right to respond to any performance evaluation within 10 working days (used to be 5 days) after the date the evaluation was received. * The response shall be submitted to the supervisor, the supervisor’s manager, and to Human Resources to attach it to the evaluation for placement in their file. * When a unit member assumes duties and responsibilities of a higher classification on a temporary basis for at least 4 months (used to be 1 month), 1 or more performance evaluations will be completed for that period of time and retained in their file. * When an evaluation is due for a unit member who is working in a temporary assignment, the permanent and temporary supervisor shall collaborate on the evaluation and evaluation will be given by the current supervisor. * Part of the Article was removed and added as a new separate article (Personnel Files). * Language clean up. |  |
| **Article 34 – Personnel Files** | * Taken the personnel file section from Article 33 and made it a new article. * Added that the official personnel file may be stored in an electronic format. * Added that the District will charge a fee for requesting copies of documents from the unit member’s personnel file. * Language clean up. |  |
| **Article 35 – Sign Language Interpreting Services** | * New article * When a there is a need for sign language interpreting services and there are no unit members available to perform these duties, the District may contract out for these services to be in compliant with the law. * The District will notify the CSEA chapter president and the Labor Relations Representative in writing when it is required to implement this article. * Both parties agree this shall not cause layoffs or a reduction of hours for unit members. |  |
| **Article 36 - Layoff/Reduction of Hours/Abolition of Positions** | * Formerly Article 34 * Clarified that 60 calendar days’ written notice needed * If the laid off unit member subsequently refuses an employment offer after being restored to the reemployment list by the Director of Classified Personnel (after being removed for the 3rd refusal for employment), his/her name will be removed from the reemployment list permanently. * Language clean up. |  |
| **Article 37 – Disciplinary Action** | * Formerly Article 35 * Language clean up. |  |
| **Article 39 – Classification Studies** | * Formerly Article 36 * Language clean up. |  |
| **Article 40 – Distribution of Contract** | * Formerly Article 31 * The District will no longer distribute a copy to each unit member, instead the Agreement will be available on the District’s website. The District will provide the website link to each unit member and to new employees. * The District will provide a hard copy of the Agreement to each member of the CSEA Executive Board, each member of the bargaining team, and upon a unit member’s request to the Director of Human Resources, or designee. |  |
| **Article 41 – Openers** | * Formerly Article 32 * The District and CSEA agree that this Agreement is closed through June 30, 2020, unless both parties mutually agree to reopen an item. * During fiscal year 2018-2019, the parties have agreed to only reopen Articles 16 and 39 to address recommendations from the classification and compensation study conducted by Reward Strategy Group. |  |