

COLLECTIVE BARGAINING AGREEMENT

Between



**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
NO. 477**

AND



RIO HONDO COMMUNITY COLLEGE DISTRICT

2008-2011

**CSEA 2008-2011
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ARTICLE 1
PREAMBLE

- 1.1 This is an Agreement, effective July 1, 2008, made and entered into between Rio Hondo Community College District, 3600 Workman Mill Road, Whittier, California, hereinafter referred to as the "District," and the California School Employees Association, and its Rio Hondo College Chapter No. 477, 3600 Workman Mill Road, Whittier, California, hereinafter referred to as "CSEA." Reference to the "parties" shall include both the District and CSEA.

- 1.2 The following Agreement between the District and CSEA is hereby set forth to meet the requirements of Government Code 3540 et seq. More specifically, this document sets forth the wages, hours of employment, and other terms and conditions of employment as provided in said act in exchange for services.

ARTICLE 2 RECOGNITION

- 2.1 The District hereby acknowledges that CSEA is the exclusive bargaining representative for all classified employees holding those positions listed in Appendix A attached hereto and incorporated by reference as part of this Agreement and no others. Therefore, the District agrees that none of its supervisors, managers, or agents shall enter into discussions with individual unit members which would modify said members' terms and conditions of employment as set forth in Government Code Section 3540 et seq. However, nothing in this section shall preclude the District from meeting with CSEA to discuss modifications to individual bargaining unit member working conditions.
- 2.2 If, subsequent to this Agreement, the District creates any new classified classification, it shall notify CSEA of its action, describing the class created, number of positions, and indicate whether the new class is a part of the bargaining unit or excluded therefrom. CSEA may, within twenty (20) working days of its notification, contest any assignment made by the District to exclude or include classifications or positions from or into the bargaining unit. If CSEA contests the assignment, the parties will meet towards the goal of achieving agreement. Any agreement or dispute arising from the assignment of a classification to the unit shall be submitted to the Public Employment Relations Board in accordance with Division 2, Chapter 3, Article 6, of the rules and regulations of said Board.
- 2.3 The CSEA recognizes the Board of Trustees as the duly elected representatives of the People and agrees to negotiate exclusively with the Board's representatives in conformance with the Government Code and further agrees that it, its members and agents shall not negotiate with any member of the Board of Trustees and/or members of the staff not so designated by the Board.
- 2.4 Disputes pertaining to this Article are not subject to the Grievance Procedures included in this Agreement.

ARTICLE 3 DUES DEDUCTION

- 3.1 Any unit member who is a member of CSEA, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees, and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-twelfth (1/12) of such dues from the regular salary check of the unit member each month for twelve (12) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year. Such authorization shall continue in effect from year to year unless revoked in writing. A unit member who revokes his/her authorization for the payroll deduction of dues, fees, and assessments, or the non-member service fee shall transmit such amount to the Association in compliance with Sections 3.2 and 3.3 below.
- 3.2 Any unit member who is not a member of CSEA, or who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees, and general assessments, payable to the Association in one lump sum cash payment in the same manner as required for payment of membership dues, provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in Paragraph 1 of this Article. In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in Paragraph 3.1, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code Section 88167 and in the same manner as set forth in Section 3.1 of this Article. There shall be no charge to the Association for such mandatory agency fee deductions.
- 3.2.1 The amount of the annual fee contemplated in Section 3.2 for dues, fees, and assessments for non-Association members shall be carefully tailored to: eliminate any infringement on a unit member's constitutional right to avoid financial support for Association activities unrelated to collective bargaining; and provide a unit member with clear and concise information of the basis for the calculation of the proportionate share attributable to said financial support.
- 3.2.2 If a unit member challenges Association actions pursuant to Section 3.2.1, all of his/her dues, fees, and assessments being contested shall immediately be placed in an interest bearing escrow account pending prompt resolution by an impartial decision maker. The cost of said impartial decision making process shall be paid for by the Association.

3.3 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 or financially support CSEA as a condition of employment; except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following nonreligious, nonlabor organizations, charitable funds exempt from taxation under Section 501(c) (3) of Title 26 of the Internal Revenue Code:

1. City of Hope
2. American Heart Association
3. Rio Hondo Community College General Scholarship Fund

3.3.1 Proof of payment and a written statement of objection along with a verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to Section 3.3 above, shall be made on an annual basis to the District as a condition of continued exemption from the provisions of Sections 3.1 and 3.2 of this Article. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service has been made. Such proof shall be presented in accordance with the timelines contained in Section 3.2 above. The Association shall have the right of inspection in order to review said proof of payment.

3.3.2 Any unit member making payments as set forth in Sections 3.3 and 3.3.1 above, and who requests that the grievance provisions of this Agreement be used in his/her behalf, shall be responsible for paying the reasonable cost of using said grievance.

3.4 With respect to all sums deducted by the District pursuant to Sections 3.1 and 3.2 above, whether for membership dues or agency fee, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished. There shall be no charge to the Association for such deductions.

3.5 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

3.6 The Association agrees that it will indemnify and hold harmless the District from attorney's fees, costs, charges, fees, awards and damages arising out of any matter commenced against the District due to compliance by the District with its obligations under this Article. The District agrees that in consideration of the Association's obligation hereunder the District will notify the Association in writing of any matter within thirty (30) days of service thereof upon the District. The District and the Association shall both fully cooperate with each other on any matter commenced against the District. The Association may, at its discretion, determine whether to defend, settle in whole or in part, or appeal the matter. In the event the Association makes a determination to settle or not to appeal, its liability under this section shall be limited to costs, fees, charges, awards, judgments and/or settlements to that date. If the District continues to participate in the matter, it shall be at its own expense for further monetary obligations.

ARTICLE 4 ORGANIZATIONAL RIGHTS

- 4.1 CSEA Rights: CSEA shall have the following rights in addition to the rights contained in any other portion of the Agreement:
- 4.1.1 The right of access at reasonable times by a reasonable number of authorized CSEA representatives to areas in which employees work provided the said access does not interfere with employee performance of duties.
 - 4.1.2 The Association may use bulletin boards designated for their use by the Superintendent or his/her designee. Prior to posting, a copy of the communication shall be furnished to the Superintendent or his/her designated representative. All items to be posted by the Association shall bear the date of posting and the name and authorization of the Association and shall be removed by the Association when applicability ceases.
 - 4.1.3 Communications authorized by the Association for general distribution through the District mail service shall bear the date of the communication and the name of the Association as being responsible for the writing and distribution of the communication. A copy of any communication for general distribution proposed to be sent through college means of distribution shall be furnished to the Superintendent or his/her designated representative.
 - 4.1.4 The right, when not otherwise in use, under the Civic Center Act to use institutional buildings, facilities, and standard office equipment in accordance with Board policy at reasonable times, for the purpose of conducting chapter business and related matters. Such use will be at no cost unless special services are required as determined by the immediate supervisor.
 - 4.1.5 The right to receive on or about July 15 a complete "hire date" roster of all bargaining unit employees. The roster shall indicate the employee's present classification, department, full-time equivalency (F.T.E.), months per year, and location assignment.
 - 4.1.6 The right to receive, upon request, copies of public material in the possession of or produced by the District necessary for CSEA to reasonably fulfill its role as the exclusive bargaining representative.
 - 4.1.7 Effective July 1, 1984, the President of CSEA Chapter #477 or the President's designated representative shall be granted five (5) days release time with pay to attend the CSEA Annual Conference. In addition, two (2) other representatives of the Association, designated in writing by the Chapter President, shall also be granted five (5) days of release time with pay to attend said conference, provided that this additional release does not create an adverse impact on the workload of a department of the District.

- 4.1.8 Distribution of Contract: Within approximately forty-five (45) days after execution of this contract, the District shall print or duplicate and provide CSEA, without charge, a sufficient number of copies of the Agreement to be distributed by CSEA to all bargaining unit members. Any employee who becomes a member of the bargaining unit after execution of this Agreement shall be provided with a copy of this Agreement by the District without charge at the time of employment. Each employee in the bargaining unit shall be provided by the District without charge with a copy of any written changes agreed to by the parties to this Agreement during the life of this Agreement.
- 4.1.9 Statewide Survey: The District agrees to participate in the statewide CSEA classified employee compensation survey. CSEA agrees to provide the District with a copy in a timely manner.
- 4.1.10 Any unit member scheduled to work after 5:00 pm who will be honored at the annual CSEA Decade Dinner shall receive release time (up to three hours) between 5:00 pm and 8:00 pm to attend the dinner.

ARTICLE 5 DEFINITIONS

- 5.1 "Job Series" is defined as the job family of related classifications as set forth in Appendix A-1.
- 5.2 "Classification" is defined as positions that are assigned the same title, job description, minimum qualifications, and salary range. Appendix A-1 of this Agreement sets forth the classifications within each class (job series).
- 5.3 "Permanent employee" is a regular employee who has satisfactorily completed the prescribed probationary period of ten (10) months.
- 5.4 "Short-term employee" is a person hired on an hourly basis for a specific temporary project of limited duration upon the completion of which, the service required will no longer be needed on a continuing basis.
- 5.5 "Substitute employee" is a person hired to perform the duties of a position in the temporary absence of the employee who is regularly assigned to that position.
- 5.6 Whenever work day or working days is used or can reasonably be inferred by the context of the language, it shall mean Monday through Friday excepting holidays.
- 5.7 "Domestic partner" as defined in Division 2.5 (commencing with Section 297) of the Family Code, with Sections 1261 and 1374.58 of the Health and Safety Code, and Section 10121.7 of the Insurance Code.

ARTICLE 6 WAGES

- 6.1 The salary schedule was adjusted effective July 1, 2007 for employees by 4.53%. There was no adjustment to the salary schedule for either the 2008-09 and 2009-10 school year. There shall be no adjustment to the salary schedule for the 2010-11 school year. As such, the current salary schedule is the salary schedule which went into effect on July 1, 2007.
- 6.1.1 Stipends and increments shall be increased for 2005-06 by 4.73% which is the same percentage increase as on the salary schedule. Stipends and increments shall be increased for 06-07 by 7.17% which is the same percentage as on the salary schedule.
- 6.2 Promotion: A promotion occurs when an employee moves into another position at a higher class. Any employee in the bargaining unit receiving a promotion under the provisions of this Agreement shall be placed on the step of the new range that is closest to a five percent (5%) increase as a result of that promotion. The effective date of the promotion shall be the new anniversary date for determining eligibility for performance salary adjustments pursuant to the provisions of performance salary adjustments (Section 6.13) Employees shall be required to serve the standard probationary period in any promoted position. A permanent employee who does not pass probation in the promoted position shall be returned to his/her former classification at the pay range of that classification. The original anniversary date for evaluations shall also be restored.
- 6.3 Pay for Temporary Work in Higher Classification: When an employee is temporarily assigned by the District to a higher classification in which the employee meets only some of the job specifications, the employee shall be compensated at additional five percent (5%) above base salary for any such work performed if required to work five (5) working days in a fifteen (15) day working period. When an employee is temporarily assigned by the District to a higher classification in which the employee meets all of the job specifications, the employee shall be placed on the appropriate step of the range of the higher classification so as to result in at least an additional five percent (5%) above base salary for any such work performed if required to work five (5) working days in a fifteen (15) day working period.
- 6.4 Evening Increment:
- 6.4.1 Additional compensation in the amount of \$131.82 per month shall be granted to any regular full-time employee whose regular work assignment: (1) begins at 12:00 noon or later and ends at 8:00 p.m. or later or, (2) begins between 4:00 a.m. and 5:30 a.m. during 50% or more of the working days of the year.
- 6.4.2 Additional compensation in the amount of \$145.75 month shall be granted to any regular full-time employee whose regular work assignment: (1) begins between 8:00 p.m. and 4:00 a.m.
- 6.4.3 The evening increment shall be prorated for the eligible employee working less than 100% time.

6.5 Anniversary Increment:

- 6.5.1 Members of the bargaining unit who complete ten (10) years of full-time service during the term of this Agreement shall receive \$94.00 per month additional salary beginning with the first full payroll period following the anniversary date.
- 6.5.2 Members of the bargaining unit who complete fifteen (15) years of full-time service during the term of this Agreement shall receive \$94.00 per month additional salary in addition to the \$94.00 per month for the ten-year anniversary increment beginning with the first full payroll period following the anniversary date.
- 6.5.3 Members of the bargaining unit who complete twenty (20) years of full-time service during the term of this Agreement shall \$94.00 per month additional salary in addition to \$94.00 per month for ten-year anniversary increment and the \$94.00 per month for 15-year anniversary increment beginning with the first full payroll period following the anniversary date.
- 6.5.4 Members of the bargaining unit who complete twenty-five (25) years of full-time service during the term of this Agreement shall receive \$94.00 per month additional salary in addition to \$94.00 per month for ten-year anniversary increment, the \$94.00 per month for 15-year anniversary increment, and the \$94.00 per month for 20-year increment beginning with the first full payroll period following the anniversary date.
- 6.5.5 Effective July 1, 1995, unit members who have completed thirty (30) years of full-time service during the term of this Agreement shall receive \$94.00 per month additional salary, in addition to the \$94.00 per month for the ten-year anniversary increment, the \$94.00 per month for the 15 year anniversary increment, the \$94.00 per month for the 20 year anniversary increment, and the \$94.00 per month for the 25 year anniversary increment beginning with the first full payroll period following the anniversary date.
- 6.5.6 Effective July 1, 2000, unit members who have completed thirty-five (35) years of full-time service during the term of this Agreement shall receive \$94.00 per month additional salary in addition to \$94.00 per month for ten-year anniversary increment and the \$94.00 per month for fifteen-year anniversary increment and the \$94.00 per month for twenty-year anniversary increment and the \$94.00 per month for twenty-five-year anniversary increment and the \$94.00 per month for thirty-year anniversary increment beginning with the first full payroll period following the anniversary date.
- 6.5.7 During the term of this Agreement, the same percentage as the salary increase shall be applied to the rounded whole dollar at the same time the salary is adjusted each year.

- 6.6 Bilingual Increment: The District shall identify up to twenty-one (21) bargaining unit members to receive a \$90.02 per month bilingual stipend, provided said employees are required by management to utilize specified bilingual skills on a regular basis in the performance of District duties, and also provided said employees have satisfactorily passed a District proficiency exam in the required language.
- 6.6.1 Annually, beginning in January 2000, and whenever the list has been revised the District shall update the list of employees receiving the bilingual increment. Such list shall be distributed campus-wide.
- 6.7 Overtime: Employees in the bargaining unit, unless specifically exempted by the Board of Trustees, shall be paid not less than one and one-half (1-1/2) their salary schedule rate of pay for all overtime hours worked in one classification. Bargaining unit members performing two or more kinds of work for which different hourly rates have been established shall be paid not less than one and one-half (1-1/2) times the bona fide rate for the same work when performed during non-overtime hours. Pursuant to Education Code Section 88203, if an employee is required to work on a holiday specified in said section, he/she shall be paid compensation for such work, in addition to the regular pay received for the holiday, at the rate of time and one-half the employee's regular rate of pay.
- 6.8 Compensatory Time Off:
- 6.8.1 An employee in the bargaining unit may request to take compensatory time off at the rate of one and one-half times in lieu of cash compensation for overtime worked. Such request shall be made to the immediate supervisor at the time the overtime is assigned. Requests for compensatory time off that are granted shall be at the appropriate rate of overtime.
- 6.8.2 Compensatory time shall be taken at a time mutually acceptable to the employee and the District within twelve (12) months of the date on which it was earned. No employee may accumulate more than sixty (60) hours of overtime for purposes of compensatory time off at any one time without prior approval of the District.
- 6.9 Minimum Call-In Time: Any employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of three (3) hours pay at the appropriate rate of pay under this agreement.
- 6.10 Call-Back Time: Any employee called back to work after completion of his/her regular assignment shall be compensated for at least three (3) hours of work at the overtime rate if the call-back resulted in overtime, irrespective of whether actual time spent by employee on call-back work was less than three (3) hours.
- 6.11 Hours Worked: For the purpose of computing the number of hours worked for overtime, all time during which an employee is in paid status shall be construed as hours worked.
- 6.12 Salary on Appointment: A newly hired employee shall be compensated at Step 1 of the salary range to which his/her class is allocated. If exceptional recruitment difficulties are

encountered, or exceptional qualifications of a candidate for employment indicate that a higher hiring rate would be in the college's best interest, appointment at a higher step in the salary range may be authorized by the Superintendent/President or designee. All permanent employees in the affected class who are being paid at a step lower than that prescribed for a new appointee may have their salaries raised to that being prescribed for the new appointee. The Superintendent/President will decide each case based in part on a consideration of the experience and education of affected employees and needs of the College.

6.13 Performance Salary Adjustments:

6.13.1 Advancement within a salary range shall not be automatic but shall be based upon job performance and the increased service value of an employee. Salary adjustments shall be granted upon approval of the department head and/or Director of Human Resources.

6.13.2 Employees shall be eligible to move up one step on the salary schedule shown in Appendix B upon completion of one calendar year of employment effective on the first of the month following the completion of the year of service. Subsequent movement shall occur after completion of each additional calendar year until the maximum step in the salary range for the employee's classification is reached.

6.13.3 If a performance increase is not recommended, the applicable employee's supervisor will reevaluate that employee during the 180 calendar day period after the denial of the step increase. If, after 180 calendar days, a performance increase is recommended, the increase would take effect the first day of the month after such recommendation reaches the Office of Human Resources. A performance increase under the above circumstances is not retroactive. The action does not, however, change the employee's eligibility date for future performance increase consideration.

6.13.4 The granting of an official leave of absence without pay, other than ordered military leave, of one month or longer shall cause the employee's performance salary review date to be extended by the total number of calendar days he/she was on leave.

6.14 Classification Salary Adjustments:

6.14.1 Reclassification is defined as changing the classification and salary range of an incumbent employee from one existing classification and salary range to another existing classification and salary range.

6.14.2 Reclassification requests shall be submitted to the Director of Human Resources no later than January 31st. The Director of Human Resources shall send the employee confirmation of receipt of the reclassification request and provide an update regarding progress on the request by May 1st. The Director of Human Resources, or designee shall have the ability to bring the matter to resolution,

either by agreeing with the request, denying it, or directing a change in the duties which have given rise to the reclassification request (after consultation with the various supervisory personnel involved and CSEA). The Director of Human Resources shall render a decision no later than September 30th, and the reclassification, if granted, shall be made retroactively effective to July 1st. Additionally, if the reclass is granted and the employee has not already been receiving out-of-class pay, the employee shall receive 5% out-of-class pay for the period of February 1st to June 30th.

- 6.14.3 An employee who wishes to appeal the Director of Human Resources' denial decision must submit the appeal form within 10 working days of receipt of the denial to the Director of Human Resources. The Director shall then convene a committee comprised of two representatives in the bargaining unit selected by CSEA, two representatives selected by the District and chaired by a designee of the District through a District established procedure. The committee shall review the employee's request and the reasons for denial. The employee shall have the right, at his/her option, to appear before the committee as part of the appeals process.
- 6.14.4 The committee's decision on said appeals shall be final and any recommendation for reclassification shall be sent to the Board of Trustees for consideration. If the employee's request for reclassification is denied by the committee, the employee may not submit another request for reclassification for two years from the date of original submission. (Ex. Employee submitted reclass request January 2006. Employee may not submit another request until January 2008). In any event, if the District implements the classification study underway in 2006, there shall be no reclass requests until January 2009.
- 6.14.5 For classifications adjusted subsequent to the date of signing of this Agreement, employees upon being reclassified to a higher classification shall have step placement determined by the following. For reclassifications involving a one-range change, step placement in said higher range shall be the same as the step placement prior to reclassification. For reclassifications involving two or more ranges, step placement in said higher range shall be the step that represents the first higher dollar amount above the salary schedule step dollar amount held prior to the reclassification exclusive of any special increments which results in at least a five percent (5%) increase. Employees reclassified pursuant to the provisions shall be eligible for a performance review twelve (12) months from the date of their last performance review if the reclassification results in less than or equal to a five percent (5%) increase. If the reclassification results in an increase greater than five percent (5%), the next review shall be due twelve (12) months from the date of reclassification.
- 6.14.6 Employees appointed to a lower classification as a result of a classification review would be "Y" rated, i.e., retain the salary currently paid until such time as the salary schedule would be adjusted upward sufficiently to provide no reduction in salary to the employee. No change in the date for review of performance shall occur.

- 6.15 New Classifications: In the creation of a new classified classification to the bargaining unit, the District shall prepare and submit to CSEA a description and the salary range of any classified classification determined to be within the unit. CSEA may within fifteen (15) calendar days of said notification object in writing to the proposed action; and, if it objects, the parties will meet toward the goal of achieving agreement on salary only.
- 6.15.1 If the Committee described in Section 6.14 above recommends the establishment of a newly created classification, or if the Association submits a proposal to create a new classification, said recommendation and/or proposal shall only be dealt with at the time that general wage bargaining between the parties is underway.
- 6.15 Pesticide/Hazardous Materials Stipend: A unit member certified in the use of pesticides or hazardous materials shall receive: a salary stipend of \$109.31/month; up to \$100.00/year reimbursement of required renewal, licensing and training costs related to use of said pesticides or hazardous materials. The stipend and reimbursements described herein shall be extended to not more than five (5) unit members per year.

ARTICLE 7 HOURS OF EMPLOYMENT

- 7.1 Workweek:
- 7.1.1 All full-time classified employees shall be assigned to a forty (40) hour workweek with starting times and quitting times established by the District. Except that full-time Classified employees hired after June 1, 2002 and current full-time Classified employees who voluntarily change their work hours, will be subject to the provisions of Section 7.1.2 below. That is, the District may change the work schedules for such employee(s) after giving prior notice to the employee(s). For purposes of this Section, an employee will be considered to have voluntarily changed work hours only if the employee has signed a declaration setting forth the change in hours and acknowledging that the change will make that employee subject to Section 7.1.2. A copy of this signed declaration shall be sent to CSEA.
- 7.1.2 Classified employees working less than eight (8) hours/day or twelve (12) months/year shall be assigned a work schedule, including starting and quitting times, established by the District. The work schedules contemplated herein shall not be changed by the District without ten (10) working days notice to the employee.
- 7.1.3 Employees who work a 4/10-work schedule have the option of adjusting their workweek to a 5/8-work schedule for a week that includes a District holiday or during which the employee is on jury duty. For a week with a holiday, the employee's other option is to continue to work the 4/10-work schedule and charge eight (8) hours to holiday and charge two (2) hours to vacation, CTO, unpaid time, or work the additional two (2) hours during the remainder of the week. If an employee wants to opt to the 5/8-work schedule, the employee shall give his or her supervisor reasonable advanced notice.
- 7.2 Adjustment of Assigned Time: Any employee in the bargaining unit who worked an average of thirty (30) minutes or more per day in excess of his/her regular part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment adjusted upward to reflect the longer hours effective with the next pay period.
- 7.3 Meal Periods: All full-time employees covered by this Agreement shall be entitled to an unpaid, duty free, uninterrupted meal period after the employee has been on duty for approximately four (4) hours as determined by the District. The length of time for such lunch periods shall be for a period of no longer than one (1) hour nor less than one-half (1/2) hour as determined by the District.
- 7.4 Rest Periods: Each employee is granted the privilege of a fifteen (15) minute break in the first four (4) hours of his/her scheduled day and a fifteen (15) minute break in the second four (4) hours of his/her scheduled day. Each employee may elect not to take the break in which case such time is not cumulative and may not be used in any other way.

- 7.4.1 Each employee working a 4/10 work week is granted a twenty (20) minute break within the first five (5) hours of his or her scheduled day and a twenty (20) minute break within the second five (5) hours of his or her scheduled day. In place of two (2) twenty (20) minute breaks the employee may take three (3) ten (10) minute breaks each day.
- 7.5 Overtime - Mandatory: Overtime shall become mandatory only after all reasonable efforts have been made by the District to obtain voluntary overtime service from qualified employees.
- 7.6 Overtime - Equal Distribution: Except for unusual circumstances, overtime shall be distributed and rotated as equitably as is practical among the bargaining unit employees within each department.
- 7.7 Overtime: Overtime will be paid to all bargaining unit members according to the following provisions:
- 7.7.1 All overtime worked must have the prior approval of the supervisor.
- 7.7.2 Overtime, except as provided in Section 6.7, is defined to include any time worked in excess of eight (8) hours in any one day or on any one shift and in excess of forty (40) hours in any calendar week spanning five (5) consecutive days. The parties agree that it is not their intent to adversely affect any existing employee work schedules that have been mutually agreed to; by mutual agreement, the parties may reopen negotiations to discuss possible implementation of 4/10 or 9/80 future work assignments.
- 7.7.3 All hours worked beyond the workweek of five (5) consecutive days shall be compensated at the overtime rate commencing on the sixth day of work for employees working more than four (4) hours per day. Employees working less than four (4) hours per day shall be compensated at the overtime rate commencing on the seventh day of work.
- 7.7.4 All overtime hours as defined in this section shall be compensated at the rate of one and one-half (1-1/2) times the salary schedule rate of pay except as noted below.
- 7.7.5 Except as provided in Section 10.7 of this Agreement, all hours worked by an employee on any holiday designated by this Agreement shall be compensated at the overtime rate of pay in addition to regular pay received for that day.

7.8 Release Time:

- 7.8.1 The Association's representatives shall be provided with a composite pool of 20 days paid release time for each fiscal year for investigating and processing grievances or potential grievances, and subject to prior approval. Except in unusual circumstances which the District has approved in advance, not more than 25% per individual Association representative, nor more than 50% per department of said composite pool may be used for grievance processing.
- 7.8.2 Such time shall be documented on a prescribed form and reduced/rounded off to quarter hour increments, (i.e., a meeting of a grievance committee of three people lasts 2 hours and 15 minutes: $3 \times 2 \times 1/4 = 6.75$ hours used, deducted from the 20 days/160 hours).
- 7.8.3 The Association may request and purchase additional release time, as appropriate, if additional release time is needed for investigating/processing grievances, and subject to the prior approval of the District.
- 7.8.4 It is understood that the time necessary to meet and confer with management representatives or to attend meetings at the request of the President or his/her designee for purposes unrelated to grievance investigation/processing shall not be deducted from this time.

- 7.9 In the past, part-time employees worked in 10-month, 10-½ month or 11-month blocks and had the balance of the year off. Since the advent of the year round schedule, these part-time employees have been worked year round. To maintain their part-time status, they have taken unpaid days off throughout the year to total the correct number of unpaid days off. These unpaid days off are referred to as "A" days.

The District and CSEA shall each appoint two members of the bargaining team to form a committee called the "A-Days Committee". The A-Days Committee shall schedule meetings during work hours to review positions currently designated with

A Days to make recommendations regarding whether and which positions should be increased to a longer work-year or a year-round position. The recommendations of the A-Days Committee shall be reviewed by the Superintendent/President, who may reject or accept any or all of the recommendations. Any recommendations accepted by the Superintendent/President are subject to final approval by the Board of Trustees.

Starting with the 2006-07 fiscal year, the District shall make available \$25,000 annually to increase the work-year of A-Day positions subject to the Committee's recommendations. This allocation shall be made each year until the District and CSEA agree that the A-Days issue has been resolved, whereupon the A-Days Committee shall be disbanded. The District will not be obligated to comply with this article through June 30, 2011.

**ARTICLE 8
HEALTH & WELFARE BENEFITS**

8.1 Contribution to Health and Welfare Plans:

- 8.1.1 Effective with 2/1/91 and continuing thereafter, the District contribution for an eligible unit member's medical insurance benefits shall be increased each year to that dollar amount necessary to pay for family coverage at the more expensive rate between the Kaiser and (effective 1/1/03) Blue Shield HMO programs offered through PERS. Unit members may elect to receive in cash any dollars remaining in the package after medical insurance and employee-selected options have been purchased. Unit members may keep the cash or elect a salary reduction TSA. For purposes of this Article, the definition of dependent shall include domestic partners as defined above at Section 5.7.
- 8.1.2 The District shall provide eligible unit members with the Delta Dental Program with an annual maximum of \$2,000.00, and effective 7/1/97, shall include family orthodontia at the 70% level with a lifetime maximum of \$2,000.00 per family member.
- 8.1.3 Effective 1/1/92, the District shall provide eligible unit members with \$50,000 term life insurance coverage as currently provided to the academic bargaining unit. The parties shall consult about a possible effective date earlier than 1/1/92 if a reduced premium rate is available for CSEA unit members. If approved by the carrier, a unit member may voluntarily elect an earlier effective date of said life insurance coverage at his/her own expense.
- 8.1.4 The District shall provide eligible unit members with the Vision Service Plan, and effective 7/1/97, shall include 12 months for exams and lenses, and 24 months for frames.
- 8.1.5 The Employee Advisory Resource currently in effect for the Rio Hondo College Faculty Association unit members shall also be extended to CSEA unit members. The plan combines effective health promotion and employee assistance so that employees can learn how to take better care of themselves through health assessments, education, and professional help in solving personal and work-related problems.
- 8.1.6 All eligible employees shall be required to enroll in a District-approved health benefit plan, except for employees who submit verification and an I.D. card certifying health coverage from another carrier. For employees who submit verification of coverage from another carrier, the District agrees to contribute \$2,500.00 per employee per year for approved health and welfare plans and approved tax sheltered annuities or cash.

- 8.1.7 Effective 1994-95 and beginning with the August 10, 1994 paycheck, a twelve (12) month deduction process shall be used for fringe benefit payments.
- 8.1.8 Employees may enroll eligible dependents in dental and vision insurance offered by the College within 30 days of a qualifying event or during open enrollment periods. The ratification of this Agreement shall be deemed a "qualifying event."
- 8.2 Duration: Medical insurance coverage offered through PERS shall continue for one month following the end of the month in which termination occurs. All other fringe benefit coverages described herein shall conclude at the end of the month in which termination occurs.
- 8.3 Eligibility: All employees in the bargaining unit who work an average of twenty (20) hours or more per week and a minimum of 195 working days between July 1 and June 30, including holidays, sick leave, vacation, and other paid leaves of absence, irrespective of the number of hours worked per day, shall be eligible for the District contribution to Health and Welfare benefits prorated.
- 8.4 Retired Employees: All full-time (50% and more) employees who retire plus one dependent (a spouse/domestic partner, or a child depending if the child has been enrolled in the District health benefit program as a dependent of the employee for at least five years prior to retirement) are eligible to continue enrollment in a current medical plan of the District with the following provisions:
- 8.4.1 The employee and dependent are enrolled in a District plan at the time the employee retires from the District.
- 8.4.2 The employee has retired from the District in accordance with the rules and regulations then in effect with the retirement system (such as PERS) of which he/she is a member.
- 8.4.3 The employee is 57 years of age and older and has rendered fifteen (15) years of service with the District.
- 8.4.4 These benefits are available only in the event that such coverage is not being offered by a subsequent employer.
- 8.4.5 The District shall contribute the maximum of the amount needed for the highest cost HMO for employee-only if the retiree does not have a dependent enrolled in the plan, or employee-plus-one if the employee enrolls a dependent in the plan.
- 8.4.6 The benefits for retirees who have been part-time employees at the time of retirement shall be prorated in the same ratio as their part-time employment was at the time of retirement to full-time service.

8.4.7 The retiree and dependent who are under age 65 will remain on the District plan until eligible for a Medicare Plan, at which time they shall enroll in a supplement to Medicare Plan with their current carrier and shall assume responsibility for submitting a copy of their Notice of Medicare Entitlement letter or a copy of their federal Medicare card to PERS. Three months prior to Medicare eligibility, the District will send the retiree a letter by certified mail to the last known address, reminding the retiree of his/her obligation to submit a copy of the Notice of Medicare Entitlement or a photocopy of their federal Medicare card to PERS. If the employee fails to enroll in Medicare by the time of eligibility, the District will drop its contribution toward the employee benefits to the PERS required minimum contribution. The employee will be required to pay the District the health benefit premium costs above the PERS minimum. The District shall resume its normal contribution level as provided herein when the employee is enrolled in Medicare. The District's letter to the employee shall inform the employee of these consequences of failing to enroll in Medicare by the time of eligibility.

8.4.8 If another indemnity health insurance plan is made available to other District employees during the term of this Agreement, unit members will be provided with an open enrollment period for possible participation in medical plans only.

8.5 The health and welfare benefits provided by the District as described in this Article shall be maintained for the duration of the Agreement without additional out-of-pocket cost to eligible unit members.

8.6 Continue District contribution for medical through December 31, 2003 as required by Article 8.1.1. The parties agree to negotiate the District's contribution to health and welfare benefits and plan structure/design for January 1, 2004.

In order to address all benefits for medical plan cycle beginning January 1, 2004, CSEA shall participate on a Health and Welfare Benefits Committee to research and analyze health and welfare costs and plan structures. The Committee shall consist of equal numbers of representatives from CSEA and the District, and other employee groups if possible. The intent is to include all groups on the Committee.

**ARTICLE 9
PROFESSIONAL GROWTH
AND
STAFF DEVELOPMENT**

9.1 Professional Growth: Educational Reimbursement

- 9.1.1 The District shall provide funds in the amount not to exceed \$15,000 annually for the purpose of educational reimbursement which results in professional growth and development of permanent employees on a first-come, first-serve basis. During the term of this agreement, any unused said funds allocated annually shall be carried over to the following year and be available for classified employee staff development activities. On or before July 1st of each year, CSEA shall be provided a statement of the remaining balance of the \$15,000 allocated for the preceding school year. The monies remaining are only available for the following school year and shall not accumulate from year to year.
- 9.1.2 A maximum of \$1,000 per year may be granted to a qualifying employee to be used as reimbursement for verified costs of tuition, books, supplies, and other related expenses, or costs for work/job related trainings and seminars.
- 9.1.3 Priority consideration shall be given using the following criteria:
- 9.1.3.1 Related to the current and/or projected duties of employment.
- 9.1.4 Second consideration shall be given using the following criteria:
- 9.1.4.1 General and basic education courses, i.e., English, Math, Introduction to Sociology, General Psychology, Introduction to Philosophy, American Government, and other First Aid courses, or a language other than English if appropriate to the work assignment.
- 9.1.4.2 Any other elective courses taken at Rio Hondo College and not related to the employee's work assignment or described in Section 9.1.4.1 above may be considered cultural enrichment.
- 9.1.5 To qualify for educational reimbursement, the educational program shall be:
- 9.1.5.1 Approved by the District prior to enrollment after review and recommendation of an advisory committee composed of two representatives selected by CSEA and two representatives selected by the District who shall meet with the Director of Human Resources.
- 9.1.5.2 Completed satisfactorily and so verified.
- 9.1.6 All employees in the bargaining unit shall be eligible for the maximum District contribution of \$1000 on a pro rata basis. The proration shall be a fraction of the average hours worked per week as it relates to forty (40) hours per week.

9.1.7 Kinds of Credit Allowed:

9.1.7.1 Course work must be taken at an accredited community college, college, or university, or adult education program.

9.1.7.2 All courses must receive a minimum of "C" grade to receive credit. If letter grades are not given for a course, a letter of satisfactory completion, signed by the instructor, is required.

9.1.7.3 Work/job related trainings and/or seminars shall qualify an employee for the professional growth stipend provided such trainings/seminars are approved by an employee's supervisor and the employee submits a certificate of completion.

9.1.8 It is the responsibility of the classified employee to apply for professional growth and development credit and to verify completion of course work with an official transcript or the instructor's signature prior to June 30 of each year with the Human Resources Department.

9.2 Staff Development: Of the annual funds that the District receives for staff development pursuant to AB 1725, twenty percent (20%) will be available for approved purposes associated with classified employee staff development.

**ARTICLE 10
HOLIDAYS**

10.1 Scheduled Holidays: The District agrees to provide full-time employees in the bargaining unit working five (5) days per week the following holidays for the term of this Agreement:

2009-2010

July 3, 2009
September 7, 2009
November 9, 2009
November 26, 2009
November 27, 2009
December 24, 2009
December 25, 2009
December 28, 2009
December 29, 2009*
December 30, 2009**
December 31, 2009**
January 1, 2010
January 18, 2010
February 12, 2010
February 15, 2010
March 29, 2010
March 30, 2010
March 31, 2010
April 1, 2010
April 2, 2010
May 31, 2010

2010-2011

July 5, 2010
September 6, 2010
November 12, 2010
November 25, 2010
November 26, 2010
December 22, 2010**
December 23, 2010**
December 24, 2010
December 27, 2010
December 28, 2010
December 29, 2010*
December 30, 2010**
December 31, 2010
January 17, 2011
February 18, 2011
February 21, 2011
March 28, 2011
March 29, 2011
March 30, 2011
March 31, 2011
April 1, 2011
May 30, 2011

* Holiday in lieu of Admission Day

** Charged to vacation or CTO

10.2 The District will invite CSEA to review the calendar guidelines issued by the Chancellor's Office. The purpose of such collaboration shall be to negotiate the holiday observances for said year.

10.3 Flex Calendar:

10.3.1 It is the general intent of the parties to maintain under the flex calendar the same number of annual work days, days of service prior to/following the academic year as has been followed in the traditional calendar format.

10.3.2 Current employees shall not be deprived of any existing benefits as a result of the transition to the flex calendar.

- 10.3.3 Notwithstanding any other provisions of the agreement(s) between the parties, if there has been an adverse impact on District enrollment/growth during the flex calendar period, the District retains the right to return to the traditional calendar at the end of the agreement.
- 10.4 During the annual winter recess periods of the term of this Agreement, all employees may be required by the District to be absent from duty for up to three (3) days with said absences charged to vacation, personal business (unpaid), or compensatory time off for overtime worked.
- 10.5 Part-time employees in the bargaining unit whose normal work assignment includes a holiday shall be paid for the day at his/her normal rate.
- 10.6 Every day declared by the President or Governor of this State as a public fast, mourning, thanksgiving, or holiday, or any declared holiday by the Governing Board of the District requiring the closing of the school district under the Education Code shall be a paid holiday for all employees in the bargaining unit. Except as otherwise provided in this Article an employee must be employed and in paid status on the day before or the day following the holiday in order to qualify for the paid holiday.
- 10.7 Those employees whose normal work week excludes the scheduled holiday are eligible for that holiday. The employee and his/her supervisor may mutually agree on a day convenient to both that the employee may take in lieu of the scheduled holiday. This time should be reflected as a holiday on the employee's time sheet.
- 10.8 Employees in the bargaining unit who are not normally assigned duty during the holiday period from December 25 to January 1 shall be paid for those holidays that are listed in Section 10.1 provided that they were employed and in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.
- 10.9 All hours required to be worked by an employee on any holiday designated by this Agreement shall be compensated at the overtime rate of pay in addition to regular pay received for that day. However, if an employee's regular work schedule does not allow him/her to take a designated holiday, or if they volunteer to work on a holiday because of District needs, the employee shall be entitled to a day in lieu of the regular holiday. The in-lieu holiday shall be scheduled with the mutual agreement between the employee and the District.

**ARTICLE 11
VACATION**

- 11.1 Vacation: Eight (8) hours vacation will be allowed for each month worked for all full-time regular employees and to part-time regular employees on a pro-rata basis.
- 11.2 Vacation can be taken at anytime throughout the year (July 1 through June 30) except for the first two weeks of Fall and Spring semester and the first week of each summer session. When more than one employee in a specific work area has requested vacation leave for the same time period, such request shall be approved on a first come first serve basis.

Vacations may not be accumulated for more than one (1) year. An employee must be in paid status fifty percent (50%) of the working days of a month in order to receive credit for the month.

In order to utilize accumulated vacation days, the employee shall secure advance permission of his/her immediate supervisor. If, for any reason, the bargaining unit employee is not permitted by the District to take all or any part of his/her annual vacation, the amount not taken may be accumulated for use in the following year or be paid for in cash upon approval of the District.

- 11.3 In the event of the termination or resignation of an employee, vacation allowances accumulated under this policy will be paid in a lump sum with the last regular salary warrant.

The following shall be the schedule of vacation accrual:

Service	Vacation Earnings*	Computations**
Year 1 thru 5	8 hrs. per month	8x12 = 96 hrs. = 12 days
Commencing with the 6th yr.	10 hrs. per month	10x12 = 120 hrs. = 15 days
Commencing with the 9th yr.	11 hrs. per month	11x12 = 132 hrs. = 16.5 days
Commencing with the 10th yr.	12 hrs. per month	12x12 = 144 hrs. = 18 days
Commencing with the 11th yr.	12.66 hrs. per month	12.66x12 = 152 hrs. = 19 days
Commencing with the 16th yr.	13.33 hrs. per month	13.33x12 = 160 hrs. = 20 days

* Based on full-time (100%) employment

** Examples show earnings of a 12-month employee only

- 11.4 Pay for vacation days for all bargaining unit employees shall be the same as that which the employee would have received had he/she been in a working status and shall be prorated for employees working less than full time.

- 11.5 If a permanent bargaining unit employee's vacation becomes due during a period when he/she is on leave due to illness or injury, he/she may request that his/her vacation date be changed and the District may grant such request in accordance with vacation dates available at that time or the employee may request to carry over his/her vacation to the following year.
- 11.6 An employee who resigns or is terminated previous to six (6) months employment is not entitled to vacation allowance. Probationary employees must work the full six (6) months before taking a vacation with pay. Any vacation hours taken but not earned shall be deducted from the final pay upon termination or resignation of the employee.
- 11.7 For the duration of the 2008-2011 Collective Bargaining Agreement, if the District agrees to two (2) summer school sessions, then the side letter of agreement for 1996, Appendix C, shall become operative.

ARTICLE 12 LEAVES

- 12.1 Bereavement Leave: An employee shall be entitled to leave of absence with pay not to exceed three (3) days for bereavement leave, five (5) days if out-of-state travel is required, or five (5) days if 400 miles is actually traveled one way on account of death of a member of the immediate family. Members of the immediate family means the mother, father, step-parent, foster parent, grandmother, grandfather of the employee or the spouse of the employee, and the spouse, foster child, son, step-son, son-in-law, daughter, step-daughter, daughter-in-law, brother, brother-in-law, sister, or sister-in-law of the employee, grandchild, legal guardian, domestic partner or any relative living in the immediate household of the employee. In addition, a unit member will be permitted two (2) hours of bereavement leave for attending the funeral of a RHCCD colleague with whom he/she worked closely.
- 12.2 Jury Duty:
- 12.2.1 An employee may be absent from duty without loss of salary in order to serve as a trial juror. If an employee is released from said service prior to 12:30 p.m. on any given day of jury duty absence, he/she shall return to District service for the remainder, if any, of his/her daily work shift. An official court form signed by the court clerk verifying the days and hours of duty rendered must be submitted by the employee. The District reserves the right to request a postponement of jury duty to another time more convenient to the operation of the District.
- 12.2.2 Employees shall receive the difference between their wages and the jury fees during the time the employee is on jury duty. Any employee in the bargaining unit whose assigned shift commences at 8 p.m. or after and is required to serve as trial juror more than one-half of the day may be relieved for the entire shift, but in no case shall be required to work more than one-half of the assigned shift.
- 12.2.3 The District may grant a paid leave of absence to a unit member for a judicial or official appearance as a witness when subpoenaed other than as a litigant or in support of litigant. The unit member shall request such leave through his/her immediate supervisor as soon as the need to be absent is known to permit time to secure a substitute. Even if the District does not grant paid leave, the employee shall not be prevented from or disciplined for appearing as a witness when subpoenaed. This witness release time provision shall be terminated on the last day of this Agreement unless the parties agree otherwise in writing.
- 12.3 Military Leave: Military leave shall be granted to any employee who volunteers or is conscripted for duty with the armed forces of the United States. Such leave shall be granted in accordance with provisions of law. Such absence shall not affect in any way the classification of the employee provided he/she has been an employee of the District for a period of not less than one (1) year. Immediately prior to the date upon which the leave of absence begins, compensation shall be in accordance with the provisions of Division 2, Part 1, Chapter 7, of the Military Veterans Code.

- 12.4 Sick Leave: After serving six (6) months of employment, all employees employed forty (40) hours a week for a full fiscal year of service are entitled to 96 hours of sick leave of absence with full pay for illness or injury exclusive of all the days they are not required to render service to the District. A new employee of the District shall not be eligible to take more than 48 hours or the proportionate amount to which he/she may be entitled under this section until the first day of the calendar month after completion of six (6) months of active service with the District. All employees employed forty (40) hours a week for a full fiscal year of service are entitled to 96 hours sick leave starting July 1 of each year. If the employee does not take the full amount of leave allowed in any year, the amount not taken shall be accumulated from year to year. Sick leave accrual is prorated for employees working less than full time.
- 12.4.1 An employee employed forty (40) hours a week who is employed for less than a full fiscal year is entitled to that proportion of ninety-six (96) hours leave of absence for illness or injury as the number of months he/she is employed bears to twelve (12).
- 12.4.2 An employee employed less than forty (40) hours a week shall be entitled for a fiscal year's service to that proportion of ninety-six (96) hours leave of absence for illness or injury as the number of hours per week he/she is employed bears to forty (40).
- 12.4.3 An employee shall be in paid status at least fifty percent (50%) of a month to receive sick leave credit for the full month.
- 12.4.4 Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during that day.
- 12.4.5 Sick leave may be used for illness only and in no case may sick leave be used for extending vacations or time off for personal business.
- 12.4.6 After an illness of ten (10) or more days, an employee must present a clearance from a physician certifying to his/her illness and to his/her ability to resume work. The District may, at its discretion, require a certification form from a physician certifying as to the illness regardless of the number of days of illness.
- 12.4.7 If, after using all accumulated sick leave, vacation, and compensatory time off a permanent employee continues his/her absence due to illness or injury beyond the ten initial consecutive day period as above, a permanent employee is entitled to extended sick leave benefits in the amount of fifty percent (50%) of the employee's salary. This benefit shall be available during the period of absence for an additional period of up to a maximum of 100 days.

In addition, once the ten-day period as above has been satisfied, or the permanent employee exhausts his/her sick leave and vacation accrual, whichever occurs last, the employee may request that the District advance him/her no more than the hourly equivalent of five days of sick leave and five days of vacation. No more than one such advance shall be granted in any twelve-month period.

When the 100-day leave occurs at a time when the full 100 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 they injury or illness occurred. Accordingly, the 100-day period shall continue into the new fiscal year and, if the employee is unable to return to work at the end of the 100-day period, the employee shall be deemed to have exhausted his/her extended sick leave. This rule applies if the employee is unable to return to work; if the employee does return to work, the employee shall be eligible for that fiscal year for the balance of 100 days minus the number of days used during that fiscal year.

12.4.8 Any new classified employee who previously accrued sick leave in the service of a qualified school district or County Superintendent of Schools shall be credited with cumulative sick leave from his/her previous position when (1) he/she left the previous position within one (1) year prior to employment with the District, (2) he/she served at least one (1) calendar year in his/her previous position, and (3) termination of the previous employment was for reasons other than action initiated by the employer for cause.

12.4.9 Employees must call their supervisors as soon as possible to give notification of any absence from duty. In the event of sudden illness or accident en route to work, employees are expected to report their absence as soon as is practicably possible. Employees who notify the District of the expected duration of their illness shall not be required to notify the District daily of their absence unless the absence exceeds the previously stated duration.

12.5 Industrial Accident and Illness Leave:

12.5.1 Employees shall be eligible for industrial accident and illness leave in accordance with the following:

12.5.2 The accident or illness must have arisen out of and in the course of the employment of the employee and must be accepted as a bona fide injury or illness arising out of and in the course of employment by the carrier or administrating agent for workers' compensation coverage.

12.5.3 Except as provided for in section 12.5.6 below, allowable leave for each industrial accident or illness shall be for the number of days of temporary disability.

12.5.4 Leave under these rules and regulations shall commence on the first day of absence.

- 12.5.5 The benefits provided by these rules and regulations shall be applicable to all employees immediately upon becoming an employee of the given District.
- 12.5.6 Allowable leave shall not exceed sixty (60) working days in any one fiscal year for the same accident. The sixty (60) days shall include follow-up doctors' appointments and therapy treatment for not longer than 3 months after the unit member has been released to return to work but is to continue treatment. Employees are encouraged to schedule doctor's appointments during non-work hours.
- 12.5.7 Allowable leave shall not be accumulated from year to year.
- 12.5.8 Payment for wages lost on any day shall not, when added to an award granted the employee under the Workers' Compensation laws of this State, exceed the normal wage for the day.
- 12.5.9 Industrial accident leave shall be reduced by one (1) day for each authorized absence regardless of the compensation award made under Workers' Compensation.
- 12.5.10 When an industrial accident or illness occurs at the time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the illness or injury occurred for the same illness or injury.
- 12.5.11 Industrial accident or illness leave of absence is to be used in lieu of entitlement to other leaves. 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 Workers' Compensation, he/she shall be entitled to only that portion of his/her accumulated available sick leave, accumulated compensated time off, vacation or other available leave which, when added to the Workers' Compensation award, provide for a full day's wage or salary. When applicable, the following formula shall be used: Divide the disability check, endorsed to the District, by the employee's daily salary rate.
- 12.5.12 Periods of leave of absence, paid or unpaid, shall not be considered to be a break in service of the employee.
- 12.5.13 During all paid leaves of absence, whether industrial accident leave as provided in this section, sick leave, vacation, compensated time off or other available leave provided by law or the action of the Governing Board, the employee shall endorse to the District wage loss benefit checks received under the Workers' Compensation laws of this State. The District, in turn, shall issue the employee appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions. Reduction of entitlement to leave shall be made only in accordance with this section.

12.5.14 Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the State.

12.5.15 An employee who has been placed on a reemployment list, who has been medically released for return to duty and who fails to accept an appropriate assignment, shall be dismissed.

12.6 Personal Necessity Leave:

12.6.1 An amount not to exceed seven (7) days of accrued sick leave of absence in one fiscal year may be used by the employee upon prior approval in cases of personal necessity. Personal necessity leave shall be limited to circumstances that are serious in nature and that the employee cannot reasonably be expected to disregard and that necessitates immediate attention and cannot be taken care of after work hours or weekends. The employee shall submit a request three (3) working days prior to requesting a leave in a manner prescribed by the District. The employee shall not be required to secure advance permission for any leave taken for any of the following reasons:

12.6.2 Serious illness or death of a member of his/her immediate family as defined in Bereavement Leave.

12.6.3 Accident involving his/her person or property or the person or property of a member of his/her immediate family as defined in Bereavement Leave. The employee must, in such instances where advance permission has not been secured, submit a completed notification form in a manner prescribed by the District.

12.6.4 In no case shall personal necessity leave be used for vacation, personal business, recreational activities, or concerted and/or CSEA activities.

12.7 Family Care and Medical Leave: It is the intent of this provision to be consistent with Government Code section 12945.2 and the Family and Medical Leave Act of 1993, with the exception of the provision granting such leave to part-time employees in 12.7.1, and it shall be interpreted so that there will be no violation of those statutes.

12.7.1 An employee who, in the 12 months prior to the leave request, has worked (1) at least 1,250 hours if regularly employed 30-40 hours per week; (2) at least 800 hours if employed 21-29 hours per week; or (3) at least 600 hours if employed 15-20 hours per week, and who is eligible for other leave benefits of this Agreement shall be granted, upon written request, an unpaid family care and medical leave up to a total twelve (12) weeks in any twelve (12) month period, pursuant to the provisions contained herein.

For purpose of this section, the term, “family care and medical leave” means either: (a) leave for reason of the birth of a child of the employee, the placement of a child with an employee in connection with the adoption of the child or foster care of a child by the employee, or the serious illness of a child of the employee; (b) leave to care for a parent or spouse who has a serious health condition; or (c) leave because of serious health condition that makes the employee unable to perform the functions of the position of that employee, except for leave taken for disability on account of pregnancy, childbirth or related medical conditions.

- 12.7.2 An unpaid family care and medical leave shall be treated as any other unpaid leave. During an unpaid family care and medical leave an employee shall retain employee status with the District, and such leave shall not constitute a break in service. An employee returning from an unpaid family care and medical leave shall have no less seniority than when the leave commenced.
- 12.7.3 If an employee’s need for an unpaid family care and medical leave is foreseeable, the employee shall provide the District with reasonable advance notice. For unplanned absences, the employee shall provide the District with reasonable advance notice of the need for such leave. If the employee’s need for such leave is foreseeable due to a planned medical treatment or supervision, the employee shall make a reasonable effort to schedule the treatment or supervision to avoid disruption to the operations of the District.
- 12.7.4 An employee’s request for an unpaid family care and medical leave for the purpose of caring for a child, spouse or parent who has a serious health condition shall be supported by a written certification issued by the attending physician of the individual family member requiring care. This written certification must include the date on which the serious health condition commenced, the probable duration of the condition, an estimate of the amount of time the said physician believes the employee needs to care for the individual requiring care, and a statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the individual requiring care. If additional leave is requested by the employee upon the expiration of the time estimated by said physician, the employee must request such additional leave again supported by a written recertification consistent with the requirements for an initial certification.
 - 12.7.4.1 For a leave based on the employee’s own serious health condition, the written certification must include a statement that the employee is unable to perform the functions of his/her position.
 - 12.7.4.2 If additional leave is required upon the expiration of the time estimated by the health care provider, the employee must request such additional leave again supported by a written certification consistent with the requirements for an initial certification.

12.7.5 Definitions:

12.7.5.1 For purposes of this section and consistent with current law, the term "child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of an employee standing in loco parentis who is either under eighteen (18) years of age or an adult dependent child.

12.7.5.2 For purposes of this section and consistent with current law, the term "parent" means biological, foster, in-law, or adoptive parent, a stepparent or a legal guardian or other person who stood in loco parentis to the employee during childhood.

12.7.6 If an employee applies for a family care and medical leave, the employee can elect, or the District may require, the substitution of paid vacation or other paid leaves to which the employee is entitled. If such paid leave is substituted, the employee is required to comply with the contractual requirements for use of such paid leave.

12.7.7 An employee granted a leave under this provision shall have right to reinstate to his/her former position (if it still exists) with equivalent benefits, pay, and other working conditions provided by this Agreement; if the former position no longer exists, he/she shall be placed in an equivalent position, with the equivalent salary, benefits, and working conditions provided for herein.

12.7.8 An employee taking unpaid family care and medical leave pursuant to this section shall continue to be entitled to participate at District cost in District health insurance benefits to the same extent and under the same conditions as apply to other active employees receiving said benefits. Said employee shall pay the cost of all health and welfare benefits during any unpaid family care and medical leave, pursuant to the procedures established by the District. The District may recover the premium that it paid as required by this subdivision for maintaining coverage for the employee under the group health plan if both of the following conditions occur.

12.7.8.1 The employee does not return to District service for a number of days equal to the duration of the family care and medical leave.

12.7.8.2 The employee's failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to family care and medical leave or other circumstances beyond the control of the employee.

12.7.9 Family care and medical leave may be taken in one (1) or more periods. Leave may be taken in increments of at least one (1) day for recurring medical treatment certified by a health care provider.

12.7.10 This section shall not be construed to entitle the employee to receive disability benefits under Part 1 (commencing with Section 3200) of Division 4 of Labor Code (Workers Compensation).

12.8 Unpaid Leave:

12.8.1 At the discretion of the District, an employee may be granted unpaid leave of absence.

12.8.2 The employee seeking an unpaid leave of absence shall submit a request, including the reasons and the duration of the length of the requested leave.

12.8.3 For unpaid leaves of five (5) working days or less, the employee shall submit the request described herein to his/her immediate supervisor. The decision of the immediate supervisor for approval or denial of these requests shall be final.

12.8.4 For personal absences in excess of five (5) work days, the employee shall submit the request described herein to his/her immediate supervisor and such request shall be subject to Board of Trustees approval.

12.8.5 Upon return from an unpaid leave of absence, the employee shall be reinstated to a position in a classification comparable to the one held prior to the leave of absence.

12.8.6 If the unpaid leave was granted for personal health reasons, the employee shall be required to submit, prior to return to active duty, a medical statement from a licensed physician indicating an ability to assume assigned duties without restrictions or detriment to the employee's physical or emotional well-being.

12.8.7 If the unpaid leave of absence extends beyond twenty (20) workdays, the District contributions toward premiums for health and welfare insurance shall cease during the leave.

12.8.8 An absence not qualifying under the leave provisions of this Article shall constitute an unauthorized leave which shall be unpaid and may constitute grounds for appropriate disciplinary action.

12.8.9 Upon request, the District may provide a unit member who is a natural or adopting parent an unpaid leave of absence for the purpose of rearing his or her infant. The duration of such leave shall not exceed one calendar year. A unit member shall submit such request to the District at least four weeks prior to the anticipated date on which the leave is to commence.

12.9 Catastrophic Leave:

12.9.1 The parties agree to establish a catastrophic leave program to permit employees to donate eligible leave credits to an employee when that employee or a member of his or her family suffers from a catastrophic illness or injury. A catastrophic illness or injury means an illness or injury that is expected to incapacitate the employee over 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 extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off. Eligible leave credits means sick leave, vacation leave and/or compensatory time off leave accrued to the donating employee.

12.9.2 Eligible leave credits may be donated to an employee for catastrophic illness or injury 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 leave credits be donated and provides verification of catastrophic injury or illness satisfactory to the Catastrophic Leave Committee.
2. The Catastrophic Leave Committee determines that the employee is unable to work due to the employee's or his or her family member's catastrophic illness or injury.
3. The employee has exhausted all accrued paid leave credits.
4. The Catastrophic Leave Committee consists of two CSEA members, one of whom is employed in the Human Resources Department.

12.9.3 If the transfer of eligible leave credits is approved by the Catastrophic Leave Committee, any employee may, upon written notice to the Committee, donate eligible leave credits at a minimum of eight hours, and in hour increments thereafter.

12.9.4 The maximum amount of time for which donated leave credits may be used, is twelve consecutive months.

12.9.5 Transfer of eligible leave credits shall be irrevocable. Unused donated leave credits shall be banked and used for the purpose set forth in this Section.

12.9.6 An employee who receives paid leave pursuant to this Section shall use any leave credits that he or she continues to accrue on a monthly basis prior to using donated paid leave.

12.10 Quarantine: A unit member shall receive full salary during the periods of his/her quarantine by a duly constituted governmental authority in accordance with College Policy.

12.11 Cesar Chavez Day Celebrations: Employees may be granted up to 30 minutes of release time on Cesar Chavez Day to attend an event commemorating or celebrating Cesar Chavez Day.

ARTICLE 13 TRANSFERS

- 13.1 When a new position is created or an existing position becomes vacant, and the District's decision is to fill same, announcements regarding the position shall be distributed/circulated to all institutional departments and to CSEA at least five (5) working days prior to that position's application deadline. If, however, an employee has a "Request for Voluntary Transfer" form on file in the Office of Human Resources, he/she will be considered for a transfer prior to the announcement of the vacancy. The procedure to request for voluntary transfer shall be as follows:
- 13.1.1 The employee interested in a lateral transfer shall complete a "Request for Voluntary Transfer" form. The request for transfer shall be in a position in the same classification or in a classification in the same salary range (she/he must meet the minimum qualifications for the latter).
 - 13.1.2 The employee shall indicate on the form the classification(s) and department(s)/division(s) she/he will accept a transfer to.
 - 13.1.3 When a vacancy in the requested classification becomes available, the employee shall be notified of the vacancy and the deadline date to submit an application form. If the employee is interested in the vacancy, she/he shall complete an application form and submit it to the Office of Human Resources prior to the deadline date. Human Resources will schedule an interview with the supervisor of the vacant position.
 - 13.1.4 Following the scheduled interview and with the approval of the Director of Human Resources or designee, an offer of appointment may be made to the successful transferring employee. Notice to the unsuccessful employees will follow. If the supervisor decides not to select any of the transfer applicants, the position will be advertised and the District will accept applications from both internal and external individuals through the regular recruitment and selection process.
 - 13.1.5 If the supervisor selects a transferee, arrangements will be worked out with the current and future supervisor on the effective date of the transfer.
 - 13.1.6 The process continues (Section 13.1.3) until there are no employee(s) interested or selected for a vacancy. At that time, the vacancy will be advertised and the District will accept applications from both internal and external individuals through the regular recruitment and selection process.
- 13.2 Any employee on leave who has a request on file and who is eligible for a transfer shall be mailed a copy of the notice by first class mail at their resident address on file with the Human Resources office.

- 13.3 An employee being assigned at the District's option to another department, but within his/her classification, shall have the right to a prior conference with the Human Resources Director to discuss the reason for the reassignment. CSEA shall be notified approximately at the same time as the employee being assigned to another department. Under normal circumstances, said conference with the employee and notice to the Association shall occur not later than ten (10) calendar days prior to the intended transfer being initiated by the District.

ARTICLE 14 SAFETY

- 14.1 The District and employees in the bargaining unit shall conform to and comply with all health, safety, and sanitation requirements imposed by State or Federal law or regulations adopted under State or Federal law which are applicable to the District.
- 14.2 Safety Committee: Two members of the bargaining unit shall be recommended by CSEA to be appointed by the District to the District Safety Committee. The bargaining unit members of the committee shall be allowed release time to attend committee meetings.
- 14.3 Employee Obligations: In the course of performing their normally assigned work, employees will be alert to observe unsafe practices, equipment, and conditions, as well as environmental conditions in their immediate area which represent health hazards and will report such conditions to their immediate supervisors. No employee shall make modification on safety devices on power machinery or other equipment and shall use utmost care in handling of machinery, tools, and equipment. Employees shall report all accidents immediately to their supervisors. Reports shall be submitted on forms provided by the District. All injuries should be reported immediately. In cases of injuries requiring medical attention, report forms provided by the District should be submitted within twenty-four (24) hours. The District Safety Committee shall review and make recommendations to the District as to the health, safety, and sanitary nature of working conditions.
- 14.4 Non-Discrimination: No employee shall be in any way discriminated against as a result of reporting any condition believed to be in violation of health, safety, and sanitation requirements imposed by State or Federal law or regulations.
- 14.5 Safety Equipment: Should the employment duties of an employee in the bargaining unit in the judgment of the District reasonably require use of any equipment or gear to insure the safety of the employee or others, the District agrees to furnish such equipment or gear.
- 14.6 Notification to CSEA: In the event of a campus emergency, or a major malfunction to District facilities (ex. HVAC ventilation, major plumbing or hazardous emission) which poses a threat to the health or safety of CSEA members, the District shall provide notice of such malfunction or emergency to the CSEA Chapter President or designee. It is understood that the District, not CSEA, is responsible for sending out any official announcement to classified employees regarding the incident. This provision shall not be interpreted to prevent CSEA from communicating about the incident with job stewards and the CSEA Executive Board.

ARTICLE 15
MATTERS RELATING TO EVALUATION PROCESSING PROCEDURES

- 15.1 One official personnel file of each unit member shall be maintained at the District Human Resources office. 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 required by law. Except in situations contemplated under Education Code Sections 88043 or 88016, an opportunity shall be provided for informal resolution to unit member situations that may result in the placement of the derogatory statement in a unit member's personnel file. Prior to placing item(s) in the official personnel file, the District shall make a reasonable effort to verify the accuracy of the material(s).
- 15.1.1 All data used in the evaluation material shall be accurate and verified by the evaluator. Hearsay shall not be included in the evaluation material.
- 15.2 Information of a derogatory nature shall be signed by the charging party and shall not be entered or filed until the employee has been given notice and an opportunity to review and comment on the information within ten (10) working days of such notice. The employee is entitled to release time from duties within a reasonable time to review the derogatory material. If desired, the employee may attach his/her own comments to the derogatory statement but shall in any event acknowledge by signature and date that said material has been reviewed.
- 15.3 An employee may examine or review any material in his/her personnel file with the exception of ratings, reports, or records which (1) were obtained prior to employment of the person involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination.
- 15.4 Access to the personnel file of an employee shall be limited to those individuals permitted such access in accordance with law. The District shall keep a log of persons who have examined an official personnel file, as well as the dates such examinations were made, except routine clerical transactions. The log shall be maintained in the unit member's official personnel file.
- 15.5 New employees will be evaluated at the end of the fourth (4th) month of employment and again at the end of the ninth (9th) month. Subsequent evaluations of all employees will be made annually or more frequently as needed to document performance. The written evaluation shall be accomplished by the supervisors and will be discussed with the employee and signed by the employee and the supervisor. A copy of each evaluation will be placed in the employee's file in the Office of Human Resources, and a copy will be sent to each employee concerned.
- 15.5.1 The District and the Association shall form a committee of equal representation to review existing evaluation procedures and to make revisions and recommendations, if any, to the two bargaining teams for possible negotiations.

- 15.6 Each evaluation shall reflect the combined judgment and review of both the immediate supervisor and the administrative officer immediately associated with the employee being rated. Any evaluation of less than "Average" shall include recommendations for correction; at an employee's request, a reevaluation shall be made within sixty (60) days of said request. Any employee who has reason to question any aspect of his/her performance rating has the right to request a review of his/her evaluation by the Director of Human Resources or supervisor/manager at the next highest level.
- 15.7 After advancing to the top of his/her salary range, if the employee's last two (2) annual evaluations are satisfactory or better, and that quality of service continues, he/she shall be evaluated not less than once every two years.
- 15.8 The Grievance Procedure shall not be used as a means for resolving disputes over the judgment and recommendations related thereto of the evaluators.

ARTICLE 16 GRIEVANCE PROCEDURE

16.1 General Provisions:

- 16.1.1 This Grievance Procedure is restricted to alleged violations of specific item(s) in this Agreement. A grievance is a formal allegation raised at Step One filed within ten (10) working days of the alleged violation by the affected employee or the Association that the District has violated or misapplied an obligation to the employee as such obligation is provided in this Agreement.
- 16.1.2 District and CSEA agree that every effort will be made by the District and the employee to settle grievances informally at the lowest possible level.
- 16.1.3 Until final disposition of the grievance, the grievant is required to conform to the direction of his/her supervisor. If the employee fails to conform to the direction of his/her supervisor, the employee forfeits his/her rights to pursue the grievance procedure and may be subject to disciplinary action up to and including dismissal.
- 16.1.4 Each party shall comply with the time limits contained in the Grievance Procedure; however, with the written consent of the parties to the grievance, the time limitation for any level may be extended. Any grievance, not advanced to the next level within the time limits established for that level, shall be deemed resolved with the decision rendered at the previous level.
- 16.1.5 Time limits provided in each level shall begin at the expiration of the previous time limit or the day following receipt of written decision by the parties in interest.
- 16.1.6 Grievance meetings shall be scheduled at a time mutually acceptable by the District and the grievant at times that shall not adversely affect the normal duties of any personnel except that the grievant shall be allowed release time to attend grievance procedures.
- 16.1.7 All meetings and hearings under this procedure shall be closed to all persons other than the participants.
- 16.1.8 All procedural documents dealing with the processing of the grievance will be filed in a separate grievance file and will not be kept in the personnel file of any participants. Forms necessary for the grievance process will be prepared by the District and will be given appropriate distribution to facilitate the grievance procedure.
- 16.1.9 No reprisals for lawful acts of any kind shall be taken by the District or CSEA against the grievant, any member of CSEA, or any other participant in the grievance procedure by reason of such participation.

- 16.1.10 Employees have the right to present grievances to their supervisors and have such grievances resolved without intervention of CSEA. A decision in any case may or may not constitute a precedent for any other grievance.
- 16.1.11 Employees shall have the right to CSEA representation beginning with Step Two of the grievance procedure.

16.2 Procedure:

- 16.2.1 Step One: The grievant may present his/her grievance directly to his/her immediate supervisor. "Immediate Supervisor" is defined as the lowest level administrator or supervisor of the employee having line supervisory authority over the grievant. The grievance shall be discussed orally. If, after ten (10) working days of the date the grievant raised the allegation with the immediate supervisor the grievance is not satisfactorily adjusted informally, the grievant may proceed to Step Two.
- 16.2.2 Step Two: Within ten (10) working days after the deadline for the immediate supervisor to resolve the grievance informally at Step One, the grievant may present his/her grievance to his/her immediate supervisor in writing on forms provided by the District. The formal written grievance shall include a clear, concise statement of the grievance, the circumstance involved, specific provisions of this Agreement allegedly violated, and the specific remedy sought. Within ten (10) working days after the submission of the grievance, the immediate supervisor shall submit a written response to the aggrieved party.
- 16.2.3 Step Three: If the grievant is not satisfied with the immediate supervisor's written response at Step Two, he/she may file an appeal by submitting the grievance in writing to the appropriate vice president or his/her designee within ten (10) working days of receiving the immediate supervisor's written response. A meeting shall be held at a time mutually acceptable to both parties at which the grievant and the vice president or his/her designee shall be present to review the grievance. The grievant shall be notified in writing of the response in Step Three within ten (10) working days after the meeting.
- 16.2.4 Step Four:
 - 16.2.4.1 Arbitration: A grievance which is not settled at Step Three, which the Association desires to contest further, will be submitted to advisory arbitration as provided herein, but only if the Association gives written notice to the District of its desire to arbitrate the grievance with ten (10) work days after the termination of Step Three. It is expressly understood that the only matters which are subject to advisory arbitration are grievances as defined above which were processed and handled within the limitations and procedures of this Article. Processing and discussing the merits of an alleged grievance by the District prior to Step Three will not constitute a waiver by the District of a defense that the dispute is not grievable. However, District failure to

raise the issue of whether a dispute is grievable at Step One will constitute a waiver of that issue at subsequent levels of this procedure.

16.2.4.2 Selection of Arbitrator

16.2.4.2.1 As soon as possible, in any event not later than five (5) work days after the District receives the written notice of the Association's desire to arbitrate, the parties will agree upon an arbitrator. If no agreement is reached within five (5) days, an arbitrator will be selected from a list of arbitrators provided by the California State Conciliation and Mediation Services, by alternately striking names until one remains.

16.2.4.2.2 The party which strikes the first name will be determined by lot. If the arbitrator selected indicates that he will not be available for a hearing within a reasonable time not exceeding forty-five (45) calendar days, the parties will proceed to select another arbitrator from the list.

16.2.4.3 Motions to Dismiss: If the District claims that a grievance should be dismissed because, for example, it falls outside the scope of the procedure, or was filed in violation of the time limits provided for herein, or that the dispute has become moot, such a claim will, at the option of the District, be heard in a one (1) day session and promptly ruled upon by the arbitrator prior to any formal proceedings and a hearing on the merits of the grievance by a separate arbitrator. A suitable stay/continuance between such an arbitrability ruling and any further proceedings which may be necessary will be granted to the parties. CSEA and the District may also, at their option, and without prejudice, jointly decide to have such a claim heard along with the merits of the case by the same arbitrator.

16.2.4.4 Limitations Upon Arbitrator: The arbitrator will have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement but will determine only whether or not there has been a violation, misapplication, or misinterpretation of this Agreement in the respect alleged in the grievance. The decision of the arbitrator will be based solely upon the evidence and arguments presented by the respective parties in the presence of each other, and upon arguments presented in briefs.

16.2.4.4.1 This Agreement constitutes a contract between the parties which will be interpreted and applied by the parties and by the arbitrator in the same manner as any other contract under the laws of the State of California. The function and purpose of the arbitrator is to determine disputed interpretation of terms actually found in the Agreement or to determine disputed facts upon the application of the Agreement depends. The arbitrator will, therefore, not have

authority, nor will it be within the arbitrator's function, to decide any issue not submitted or to so interpret or apply the Agreement as to change that which can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. Past practice of the parties in interpreting or applying terms of this Agreement may be considered relevant evidence. The arbitrator will not render any decision or award, or fail to render any decision or award, merely because it is the arbitrator's opinion that such decision or award is fair or equitable.

16.2.4.4.2 No decision rendered by the arbitrator will be retroactive beyond the beginning of the fiscal year prior to the ten-day period specified in Step One of the grievance procedure. The arbitrator will have no power to render an award on any grievance occurring before or after the term of this Agreement.

16.2.4.4.3 The arbitrator may hear and determine only one grievance at a time unless CSEA and the District expressly agree otherwise. However, both parties will in good faith endeavor to handle in an expeditious and convenient manner cases which involve the same or similar facts and issues.

16.2.4.5 Arbitrator's Decision and Board Review: The decision of the arbitrator within the limits herein prescribed will be in the form of a recommendation to the Board of Trustees. If neither party files a request to the Board to undertake review of the advisory decision within ten (10) work days of its issuance, or if the Board declines such a request, then the decision will be deemed adopted by the Board and becomes final and binding on all parties. If a timely request for review is filed with the Board and accepted, the Board will then undertake review of the entire hearing record and briefs. The Board may also, if it deems it appropriate, permit oral arguments by representatives of the parties, but only in the presence of one another. Within thirty (30) work days after receiving the record, the Board will render a decision on the matter, which decision will be final and binding on all parties. If the Board does not render such a decision within the time specified, then it will be deemed to have adopted the decision recommended by the arbitrator.

In a case where the arbitrator's award sustains the grievant, but the Board subsequently fails to accept such recommendation and instead modifies or reverses the arbitrator's decision, and the grievant later files a judicial action against the District for breach of the Agreement, the District will not assert as a defense that the grievant's utilization of the grievance and arbitration procedure was the only proper remedy for resolution of the grievance. In all other cases, the grievance and arbitration procedure is to be the Association's and an employee's sole and final remedy for any claimed breach of this Agreement.

- 16.2.4.6 Expenses: All fees and expenses of the arbitrator will be shared equally by the parties and each party will bear the expenses of the presentation of its own case.

ARTICLE 17
LAYOFF AND REEMPLOYMENT AND EFFECTS RELATED THERETO

17.1 Layoff and Reemployment:

17.1.1 Reason for Layoff:

Layoff shall occur for lack of work or lack of funds. Whenever an employee is laid off, the order of layoff within the class shall be determined by length of service. The employee who has been employed the shortest time in the class plus higher classes within the same job series (per Appendix A-1) shall be laid off first.

17.1.2 Length of service shall mean all hours in a paid status, exclusive of overtime.

17.2 Notice of Layoff:

17.2.1 Any layoffs shall take place upon forty-five (45) days written notice. Any notice of layoff shall specify the reason for layoff, the identity by name and classification of the employee designated for layoff, and information on his/her displacement rights, if any, and reemployment rights.

17.2.2 During the terms of the current agreement, any existing classified employee bargaining unit positions that may be eliminated due to lack of work or lack of funds shall not be assigned on a permanent basis to employees outside the bargaining unit.

17.3 Order of Layoff:

17.3.1 Any layoff shall be affected within a class.

17.3.2 No regular employee shall be laid off from any position while employees are serving in a substitute, temporary, or "short-term" basis in the same class unless a regular employee declines said position.

17.3.3 A "regular employee" is defined as an employee working in a recognized bargaining unit position, working in excess of 180 days, with assigned days and hours of employment, receiving the appropriate wages for his/her assigned classification, and as one who is subject to the terms and conditions of this agreement, including the right to permanent status after completion of the probationary period as set forth in the current agreement.

17.3.4 Any employee designated limited-term, substitute, temporary, "part-time, as needed" or holding a position with a classification not included within the recognized unit, shall not be considered a "regular employee."

17.4 Bumping Rights:

An employee laid off from his/her present class may bump into the next lowest class in which the employee has previously served and has greater seniority, or into an equal class in which the employee has previously served and has greater seniority in that equal class by virtue of service in said class. The employee may continue to bump into lower classes in which the employee has previously served or into lower classes in the same job family for which they are qualified in order to avoid layoff.

17.5 Equal Seniority:

If two or more employees subject to layoff have equal class seniority, the layoff determination shall be made by lot.

17.6 Reemployment Rights:

17.6.1 Laid-off employees are eligible for reemployment in the class from which laid off for a thirty-nine (39) month period and shall be reemployed in the reverse order of layoff. Their reemployment shall take precedence over other employment in the classifications affected by said layoffs.

17.6.2 During the terms of this agreement, employees who have been laid off and are on a reemployment list shall have priority employment status over outside candidates for any substitute or short-term assignments which occur within a class they have previously held.

17.7 Voluntary Demotion or Voluntary Reduction in Hours:

Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall, in addition to the thirty-nine (39) months, be granted an additional twenty-four (24) months of reemployment rights.

17.8 Notification of Reemployment:

An employee who is laid off and is subsequently eligible for reemployment shall be notified in writing by certified mail by the District or in writing by hand delivery with a signed receipt of delivery.

17.9 Employee Notification to the District:

An employee shall notify the District in writing of his/her intent to accept or refuse employment within five (5) working days following receipt of the reemployment notice. Failure by the employee to tender the written notice to the District within five (5) days, as provided for herein, shall be deemed a refusal of employment by said employee. The laid-off employee may decline three (3) offers of employment before relinquishing his/her position on the list. If an employee on a reemployment list refuses the third offer of employment, no additional offers will be made, and the employee shall be considered unavailable for work and have waived any and all reemployment rights.

- 17.10 Reemployment: Employees who accept a position lower than their highest former class shall retain their original thirty-nine (39) months rights to the higher position.
- 17.11 Redistribution of Workload: The parties recognize that the reassignment of tasks and/or adjusted work assignments of employees in classifications affected by layoffs or reductions in assigned time will be a gradual process. Therefore, the Association may designate representatives and the District shall meet with them to discuss and deliberate regarding the redistribution of these workloads. Said meetings shall take place within ninety (90) days of the notice of layoff/reduction.
- 17.12 Layoff as used herein shall refer to separation from service or reduction in assigned time.
- 17.13 The District and CSEA agree that alleged violations of the procedures and requirements described in Items 1 through 11, above, shall be reviewable only under existing administrative hearing or legal procedures in lieu of the provisions of Article 16 of the Agreement.
- 17.14 Other Matters Related to Layoff:
- 17.14.1 The District agrees to provide CSEA notice of any layoffs not less than thirty (30) days prior to the effective date. The District further agrees to provide CSEA with an opportunity to confer on seniority dates and implementation procedures related to said layoffs prior to the effective date of said layoffs.
- 17.14.2 Extended Benefits:
- Pursuant to Article VIII (Health and Welfare Benefits), an employee who has elected medical coverage and who was employed for the full school year, and who is laid off as of June 30th, shall have medical coverage continued through the subsequent September 30th.
- Pursuant to Article 8 (Health and Welfare Benefits), an employee who has elected medical coverage and who is laid off prior to June 30th, and has not been employed for the full school year, shall have medical coverage continued for one (1) month following the month in which the employee is laid off, subject to carrier acceptance.
- 17.14.3 Effective July 1, 1985, if an employee is reduced in days/weeks/months per year, he/she shall not be required to take vacation during said period of reduction in less than one (1) week increments.
- 17.14.4 Effective July 1, 1985, if an employee is reduced in month(s), the reduced time designated by the District shall not be taken in less than four (4) consecutive week increment(s), unless the employee elects to take lesser increments of time that are acceptable to the District.

- 17.14.5 If a unit member has been employed for three (3) full years or more and is reduced below the qualifying amount of time for fringe benefits pursuant to Section 8.2, he/she shall have the fringe benefit contribution for 90 days after layoff that he/she would have received if the reduction had not taken place.
- 17.14.6 Use of Personal Necessity Leave: During the thirty-day period following notice of layoff, an employee subject to layoff may utilize up to five (5) days of available personal necessity leave for bona fide job interviews with other prospective employers.
- 17.14.7 Waiver: In consideration of the provisions of this Article, which shall be followed in the event of layoff, the District and the Association each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter related to layoff actions and effects related thereto during the terms of the current agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the parties at the time they negotiated the current agreement.

ARTICLE 18
CAMPUS BEAUTIFICATION

- 18.1 Volunteers: Community, parent, faculty and student volunteers may be permitted to perform school/campus beautification projects on campus on three (3) non-student days (i.e. holidays, weekends or intercession periods) per year, subject to the following conditions:
- 18.1.1 Said volunteers or sponsoring support group shall submit a written request for a school beautification project, including the following information: date; brief description of the projects that are intended to spruce the school appearance; number of volunteers expected to participate; school/district supplies and/or equipment that may be necessary; and any other pertinent information.
 - 18.1.2 The Director of Facilities Services and the President of CSEA, Chapter 477, shall meet to consult about the request and its relationship to bargaining unit members. They shall submit their recommendations for approval or denial to the Cabinet level administrator designated to make a final decision on said requests.
 - 18.1.3 The District shall notify the prospective volunteers of its decision on the request for a school beautification day, and any conditions related thereto; a copy of said decision/conditions shall be sent to the CSEA President.
 - 18.1.4 Approval of requests shall not: involve work activities that are part of the District's regular schedule or maintenance activities; reduce a unit member's regularly assigned time; or result in a layoff of unit members.
 - 18.1.5 If a volunteer request is approved, the District shall assign a CSEA unit member to work on that date in order to coordinate the approved activity.
- 18.2 Sunset: The entire Article shall automatically cease and terminate on June 30, 2011, unless the District and the Association mutually agree to the contrary in subsequent negotiations.

ARTICLE 19
GENERAL PROVISIONS

- 19.1 Savings Clause: If during the life of this Agreement there exists any applicable law or applicable rule, regulation or order issued by governmental authority other than the District which shall render invalid or restrain compliance with the enforcement of any provision of the Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.
- 19.2 Replacement for Severed Provision: In the event of suspension or invalidation of any article, section, subsection, sentence, clause, or phrase of this Agreement, the parties agree, upon the request of either party, within thirty (30) days after such determination, to meet and negotiate and to endeavor to reach agreement on a replacement for such article, subsection, sentence, clause, or phrase.
- 19.3 Effect of Agreement:
- 19.3.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District policies, practices, and procedures and over State laws as to the extent permitted by State law, and that in the absence of specific provisions in this Agreement, such practices and procedures may be exercised at the discretion of the District.
- 19.3.2 During the term of this Agreement, CSEA expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement or not, even though such subject or matters may not have been within the knowledge or contemplation of either the District or CSEA at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn, except as provided above.
- 19.3.3 It is agreed that the CSEA and District will support this Agreement for its term and will not appear before any public bodies to seek change or improvement in any matter subject to meet and negotiation process except by mutual agreement of the District and CSEA.
- 19.4 Concerted Activities:
- 19.4.1 It is agreed and understood that there will be no strike, work stoppage, slow-down, or other interference with the operations of the District by the Association, or by any of the Association's officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activities.

- 19.4.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow-down, or other interference with the operations of the District by employees who are represented by it, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.
- 19.4.3 Any unit member engaging in any strike, slow-down or other work stoppage during the term of this Agreement may be subjected to discipline or termination consistent with applicable law.
- 19.4.4 The District shall take reasonable steps within its control to provide for the safety of unit members and their property during periods of any labor dispute which affects District's employees or property.
- 19.4.5 The District agrees that it shall not engage in a lockout of unit members during the term of this Agreement. The term "lockout" is intended to cover a situation where the employer refuses to permit unit members to work in an effort to obtain bargaining concessions from CSEA.
- 19.4.6 It is understood that in the event that this section is violated by a unit member or by the Association, the District will be entitled to withdraw any rights, privileges, services, wages or benefits provided in this Agreement for said violators, and, also, that the Association will be liable for damages caused by said violation as determined by a Court of Competent Jurisdiction.

ARTICLE 20
DURATION

- 20.1 This Agreement shall continue in full force and effect from July 1, 2008 until June 30, 2011.
- 20.2 Upon termination of this Agreement, it is specifically agreed that the District shall not have any financial obligation toward unit members over and above the exact dollar amount of said benefits accrued or payable on the date of termination of this Agreement.

**ARTICLE 21
RENEGOTIATIONS**

21.1 Reopeners:

21.1.1 There shall be no reopeners for 2008-09 and 2009-10.

21.1.2 There shall be an automatic reopening of negotiations on salary and one topic each for 2010-2011.

21.1.3 This section terminates on June 30, 2011 unless the parties agree in writing to its continuation.

21.2 Successor Agreement: The Association shall make a good faith effort to submit a request to negotiate and its initial proposals for a successor Agreement to the Board no later than March 31, 2011. If the Association submits a request to negotiate and its proposals in a timely manner, then negotiations shall begin no later than May 1, 2011.

SIGNATURE PAGE

Signed and entered into this 16th day of MAY, 2011.

CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION, CHAPTER #477

RIO HONDO COMMUNITY
COLLEGE DISTRICT

<u>Sandra Rivera</u>	<u>Sandra A. Rivera</u>	<u>[Signature]</u>	<u>TERESA PREVEISS</u>
<u>[Signature]</u>	<u>Suzanne Frederickson</u>	<u>[Signature]</u>	<u>Yolanda Emerson</u>
<u>[Signature]</u>	<u>LISA SANDOVAL</u>	<u>Paul Parwell</u>	<u>PAUL PARWELL</u>
<u>H. Pastrano</u>	<u>Hannah Pastrano</u>	_____	_____
<u>[Signature]</u>	<u>Gabriela Olmos</u>	_____	_____
_____	_____	_____	_____

**CLASSIFICATIONS INCLUDED IN BARGAINING UNIT
AND ASSIGNMENTS TO RANGE**

<u>RANGE</u>	<u>CLASSIFICATION</u>
18	Account Clerk I
22	Account Clerk II
24	Account Clerk III
24	Account Clerk III/Billing
43	Accountant
48	Accountant II
31	Accounting Technician II
31	Accounting Technician II-Special Projects
34	Accounting Technician III
27	Accounting Technician/Budget Control
27	Accounting Technician/Cash Receipts
27	Accounting Technician/Disbursements
32	Administrative Secretary - Classified
23	Admissions and Records Assistant
32	Admissions and Records Assistant Coordinator
43	Admissions and Records Coordinator
32	Amnesty Specialist
30	Apprenticeship and IBID Program Assistant
31	Articulation / Curriculum Specialist
25	Assistant Buyer
29	Assistant Range Master
39	Athletic Trainer
32	Audio Visual Multimedia Repair Technician
30	Buyer
31	Career Development Center Specialist
32	Carpenter
19	Child Development Center Assistant Teacher
21	Child Development Center Teacher
1	Children's Center Aide
38	Children's Development Center Coordinator
15	Clerk Typist I
19	Clerk Typist II
19	Clerk Typist II-FLEX
19	Clerk Typist II-Teacher Preparation
21	Clerk Typist III
21	Clerk Typist III-Children's Center

**CLASSIFICATIONS INCLUDED IN BARGAINING UNIT
AND ASSIGNMENTS TO RANGE - 2**

<u>RANGE</u>	<u>CLASSIFICATION</u>
39	Computer Equipment Repair Technician
35	Computer Operations Technician
50	Coordinator of Grant Development
27	Counseling Assistant
24	Custodial Leadperson
20	Custodian
30	Educational Advisor for Upward Bound/Student Support Services
33	Electrician
33	Electronic/Business Machines Repair Technician
26	EOPS Evaluator
27	EOPS Specialist
31	EOPS/CARE Specialist
27	EOPS/CARE Tutor Technician
26	Evaluations Technician
28	Facilities Secretary
23	Financial Aid Assistant
31	Financial Aid Technician
29	Fire Academy Training and Operations Specialist
13	Food Services Worker
25	General Maintenance Worker
32	Graphic Artist
24	Grounds Equipment Operator
22	Grounds Maintenance Worker
33	Heating/Air Conditioning & Plumbing Journeyman
23	Human Resources Assistant I
25	Human Resources Assistant II
30	Human Resources Technician
33	HVAC Mechanic
21	Instructional Assistant-Administration of Justice
27	Instructional Assistant-Business Skills
27	Instructional Assistant-Communications; Apprenticeship; Non-credit, Citizenship & ESL; Teacher Preparation
27	Instructional Assistant-Drafting/CAD/GIS Specialist
21	Instructional Assistant-ESL Foreign Languages Lab
23	Instructional Assistant-Fitness Center
27	Instructional Assistant-Health Science Skill Center
21	Instructional Assistant-Learning Assistance Center
27	Instructional Assistant-Math Science Center
27	Instructional Assistant-Welding
25	Instructional Division Secretary

**CLASSIFICATIONS INCLUDED IN BARGAINING UNIT
AND ASSIGNMENT TO RANGE – 3**

<u>RANGE</u>	<u>CLASSIFICATION</u>
39	Instructional High Tech Access Microcomputer Lab Technician
32	Instructional Lab Technician-Biology
32	Instructional Lab Technician-Chemistry
26	International Students Specialist
35	Internet Web Designer
35	Interpreter Coordinator
32	Irrigation Specialist
32	Job Developer
32	Instructional Assistant – Virtual College
35	Lead Equipment Mechanic
19	Library/Media Clerk
22	Library/Media Technician
27	Library/Online Systems Technician
33	Locksmith
27	Marketing & Communications Specialist
35	Micro Computer Coordinator
35	Micro Computer Programmer
48	Network-Specialist
27	Newswriter
32	Painter
15	Paraprofessional Tutor
26	Parking Services Facilitator
31	Payroll Systems Coordinator
27	Payroll Technician
23	P. E. and Athletic Equipment Attendant
23	Photocopier Machine Operator
26	Photographer
27	Planning Projects Specialist
29	Police Academy Training and Operations Specialist
38	Programmer
42	Programmer Analyst
2	Registration Clerk
43	Research Analyst
22	Research Data Technician
35	Research Specialist
36	Rio Hondo Range Master
27	Scheduling Technician

**CLASSIFICATIONS INCLUDED IN BARGAINING UNIT
AND ASSIGNMENT TO RANGE - 4**

<u>Range</u>	<u>Classification</u>
22	Secretary
51	Senior Accountant
36	Senior Admissions and Records Assistant
22	Senior Custodian
25	Senior Financial Aid Assistant
19	Senior Food Services Worker
23	Senior Grounds Maintenance Worker
30	Senior Instructional Assistant
32	Senior Instructional Assistant Business Lab Specialist
30	Senior Instructional Assistant-Business Skills
30	Senior Instructional Assistant-Health Science Skill Center
32	Senior Instructional Assistant-Interpreter/Translator for Deaf
30	Senior Instructional Assistant-Learning Assistance Center
30	Senior Instructional Assistant-Math Resource Center
28	Senior Photocopier Machine Operator
25	Senior P.E. and Athletic Equipment Attendant
25	Senior Secretary
25	Senior Switchboard Operator/Mailroom Clerk
51	Senior Systems Analyst
51	Senior Systems Programmer/Analyst
27	Senior Tool Room Attendant
27	Special Education Aide-Physically Disabled
27	Special Education Aide-Visually Disabled
25	Sprinkler Maintenance and Repair Person
27	Student Activities Assistant
22	Student Services Assistant
15	Student Services Representative
18	Switchboard Operator/Mail Room Clerk I
19	Switchboard Operator/Mail Room Clerk II
50	Systems Analyst
42	Technology Systems Trainer
30	Testing Technician
33	Theatre Production Coordinator
30	Theatre Technician
21	Tool Room Attendant
34	Trans Coordinator/Vehicle and Equipment Mechanic
23	Utility Leadperson
21	Utility Worker
33	Vehicle and Equipment Mechanic
26	Warehouse Storekeeper
42	Web Developer
31	Welder

CLASSIFIED UNIT JOB SERIES

ACCOUNTING

RANGE

Senior Accountant	51
Accountant II	48
Accountant	43
Accounting Technician II	31
Accounting Technician II -Special Projects	31
Accounting Technician III	34
Accounting Technician/Budget Control	27
Accounting Technician/Cash Receipts	27
Accounting Technician/Disbursements	27
Account Clerk III	24
Account Clerk III-Billing	24
Account Clerk II	22
Account Clerk I	18

ADMINISTRATION OF JUSTICE

Rio Hondo Range Master	36
Assistant Range Master	29
Fire Academy Training & Operations Specialist	29
Police Academy Training & Operations Specialist	29

CHILDREN'S CENTER

Children's Development Center Coordinator	38
Child Development Center Teacher	21
Child Development Center Assistant Teacher	19
Senior Food Services Worker	19
Food Services Worker	13
Children's Center Aide	1

DATA PROCESSING

Senior Systems Analyst	51
Senior Systems Programmer/Analyst	51
Systems Analyst	50
Network Specialist	48

CLASSIFIED UNIT JOB SERIES - 2

DATA PROCESSING (Continued)

RANGE

Programmer Analyst	42
Technology Systems Trainer	42
Web Developer	42
Computer Equipment Repair Technician	39
Programmer	38
Micro Computer Coordinator	35
Computer Operations Technician	35
Micro Computer Programmer	35
Internet Web Designer	35
Audio Visual Multimedia Repair Technician	32

INSTRUCTIONAL

Instructional High Tech Access Microcomputer Lab Technician	39
Instructional Assistant – Virtual College	32
Instructional Laboratory Technician-Biology	32
Instructional Laboratory Technician-Chemistry	32
Senior Instructional Assistant Business Specialist	32
Senior Instructional Assistant-Interpreter/ Translator for Deaf	32
Senior Instructional Assistant	30
Senior Instructional Assistant-Business Skills Ctr	30
Senior Instructional Assistant-Health Science Skill Center	
Senior Instructional Assistant-LAC	30
Senior Instructional Assistant-Math Science Ctr	30
Instructional Assistant-Business Skills	27
Instructional Assistant-Communications; Apprenticeship; Non-Credit Citizenship, & ESL; Teacher Preparation	27
Instructional Assistant-Drafting/CAD/GIS Sp	27
Instructional Assistant-Health Science Skill Ctr	27
Instructional Assistant-Math Science Center	27
Instructional Assistant-Welding	27
Special Education Aide-Physically Disabled	27
Special Education Aide-Visually Disabled	27
Instructional Assistant-Fitness Center	23
Instructional Assistant-Administration of Justice	21
Instructional Assistant-ESL Foreign Languages Lab	21
Instructional Assistant-LAC	21

CLASSIFIED UNIT JOB SERIES - 3

<u>INSTRUCTIONAL SUPPORT</u>	<u>RANGE</u>
Athletic Trainer	39
Theatre Production Coordinator	33
Testing Technician	30
Theatre Technician	30
Senior Tool Room Attendant	27
Senior Physical Education & Athletic Equipment Attendant	25
Physical Education & Athletic Equipment Attendant	23
Tool Room Attendant	21
 <u>LIBRARY/MEDIA</u>	
Library/Online Systems Technician	27
Library/Media Technician	22
Library/Media Clerk	19
 <u>MAINTENANCE</u>	
Lead Equipment Mechanic	35
Trans Coordinator/Vehicle and Equipment Mechanic	34
Electrician	33
Electronic/Business Machines Repair Technician	33
HVAC Mechanic	33
Heating/Air Conditioning & Plumbing Journeyperson	33
Vehicle and Equipment Mechanic	33
Locksmith	33
Carpenter	32
Painter	32
Welder	31
General Maintenance Worker	25
 <u>OFFICE & TECHNICAL</u>	
Coordinator of Grant Development	50
Admissions and Records Coordinator	43
Research Analyst	43
Senior Admissions and Records Assistant	36
Interpreter Coordinator	35
Research Specialist	35

CLASSIFIED UNIT JOB SERIES - 4

<u>OFFICE & TECHNICAL(Continued)</u>	<u>RANGE</u>
Administrative Secretary - Classified	32
Admissions and Records Assistant Coordinator	32
Graphic Artist	32
Job Developer	32
Articulation / Curriculum Specialist	31
Career Development Center Specialist	31
EOPS/CARE Specialist	31
Financial Aid Technician	31
Payroll Systems Coordinator	31
Apprenticeship and IBID Program Assistant	30
Buyer	30
Educational Advisor for Upward Bound/Student Support Services	30
Human Resources Technician	30
Facilities Secretary	28
Counseling Assistant	27
EOPS/CARE Tutor Technician	27
Newswriter	27
Payroll Technician	27
Planning Projects Specialist	27
Marketing & Communication Specialist	27
Scheduling Technician	27
Student Activities Assistant	27
EOPS Evaluator	26
Evaluations Technician	26
International Students Specialist	26
Parking Services Facilitator	26
Photographer	26
Warehouse Storekeeper	26
Assistant Buyer	25
Instructional Division Secretary	25
Human Resources Assistant II	25
Senior Financial Aid Assistant	25
Senior Secretary	25
Senior Switchboard Operator/Mail Room Clerk	25
Admissions and Records Assistant	23
Financial Aid Assistant	23
Human Resources Assistant I	23
EOPS Specialist	27
Research Data Technician	22
Secretary - Classified	22
Student Services Assistant	22

CLASSIFIED UNIT JOB SERIES - 5

OFFICE & TECHNICAL (Continued)

RANGE

Clerk Typist III	21
Clerk Typist III-Children's Center	21
Clerk Typist II	19
Clerk Typist II-FLEX	19
Clerk Typist II-Teacher Preparation	19
Switchboard Operator/Mail Room Clerk II	19
Switchboard Operator/Mail Room Clerk I	18
Clerk Typist I	15
Paraprofessional Tutor	15
Student Services Representative	15
Registration Clerk	2

PHOTOCOPIER MACHINE

Senior Photocopier Machine Operator	28
Photocopier Machine Operator	23

OPERATIONS

Irrigation Specialist	32
Sprinkler Maintenance & Repair Person	25
Grounds Equipment Operator	24
Custodial Leadperson	24
Senior Grounds Maintenance Worker	23
Utility Leadperson	23
Grounds Maintenance Worker	22
Senior Custodian	22
Utility Worker	21
Custodian	20

STUDENT SERVICES

Amnesty Specialist	32
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4.53% INCREASE

CLASSIFIED SALARY SCHEDULE D

7/1/07 - 6/30/08

BRD APPD
4/16/08
IMP DATE
4/23/08

RANGE	STEP 1 EFF 7/1/07	STEP 2 EFF 7/1/07	STEP 3 EFF 7/1/07	STEP 4 EFF 7/1/07	STEP 5 EFF 7/1/07	STEP 6 EFF 7/1/07	STEP 7	STEP 8
1	MO \$1,756	\$1,845	\$1,940	\$2,040	\$2,143	\$2,254	\$0	\$0
	HRLY \$10.13	\$10.64	\$11.19	\$11.77	\$12.36	\$13.00	\$0.00	\$0.00
	ANNUAL \$21,068	\$22,136	\$23,277	\$24,475	\$25,716	\$27,043	\$0	\$0
2	MO \$1,800	\$1,893	\$1,988	\$2,090	\$2,195	\$2,308	\$0	\$0
	HRLY \$10.39	\$10.92	\$11.47	\$12.06	\$12.66	\$13.31	\$0.00	\$0.00
	ANNUAL \$21,603	\$22,714	\$23,855	\$25,080	\$26,337	\$27,692	\$0	\$0
3	MO \$1,845	\$1,940	\$2,040	\$2,143	\$2,254	\$2,367	\$0	\$0
	HRLY \$10.64	\$11.19	\$11.77	\$12.36	\$13.00	\$13.65	\$0.00	\$0.00
	ANNUAL \$22,136	\$23,277	\$24,476	\$25,716	\$27,043	\$28,400	\$0	\$0
4	MO \$1,893	\$1,988	\$2,090	\$2,195	\$2,308	\$2,426	\$0	\$0
	HRLY \$10.92	\$11.47	\$12.06	\$12.66	\$13.31	\$13.99	\$0.00	\$0.00
	ANNUAL \$22,714	\$23,855	\$25,080	\$26,337	\$27,692	\$29,106	\$0	\$0
5	MO \$1,940	\$2,040	\$2,143	\$2,254	\$2,367	\$2,485	\$0	\$0
	HRLY \$11.19	\$11.77	\$12.36	\$13.00	\$13.65	\$14.33	\$0.00	\$0.00
	ANNUAL \$23,277	\$24,476	\$25,716	\$27,043	\$28,400	\$29,814	\$0	\$0
6	MO \$1,988	\$2,090	\$2,195	\$2,308	\$2,426	\$2,548	\$0	\$0
	HRLY \$11.47	\$12.06	\$12.66	\$13.31	\$13.99	\$14.70	\$0.00	\$0.00
	ANNUAL \$23,855	\$25,080	\$26,337	\$27,692	\$29,106	\$30,579	\$0	\$0
7	MO \$2,040	\$2,143	\$2,254	\$2,367	\$2,485	\$2,613	\$0	\$0
	HRLY \$11.77	\$12.36	\$13.00	\$13.65	\$14.33	\$15.08	\$0.00	\$0.00
	ANNUAL \$24,476	\$25,716	\$27,043	\$28,400	\$29,814	\$31,358	\$0	\$0
8	MO \$2,090	\$2,195	\$2,308	\$2,426	\$2,548	\$2,678	\$0	\$0
	HRLY \$12.06	\$12.66	\$13.31	\$13.99	\$14.70	\$15.45	\$0.00	\$0.00
	ANNUAL \$25,080	\$26,337	\$27,692	\$29,106	\$30,579	\$32,138	\$0	\$0
9	MO \$2,143	\$2,254	\$2,367	\$2,485	\$2,613	\$2,746	\$0	\$0
	HRLY \$12.36	\$13.00	\$13.65	\$14.33	\$15.08	\$15.84	\$0.00	\$0.00
	ANNUAL \$25,716	\$27,043	\$28,400	\$29,814	\$31,358	\$32,946	\$0	\$0
10	MO \$2,195	\$2,308	\$2,426	\$2,548	\$2,678	\$2,816	\$0	\$0
	HRLY \$12.66	\$13.31	\$13.99	\$14.70	\$15.45	\$16.25	\$0.00	\$0.00
	ANNUAL \$26,337	\$27,692	\$29,106	\$30,579	\$32,138	\$33,798	\$0	\$0
11	MO \$2,254	\$2,367	\$2,485	\$2,613	\$2,746	\$2,885	\$0	\$0
	HRLY \$13.00	\$13.65	\$14.33	\$15.08	\$15.84	\$16.64	\$0.00	\$0.00
	ANNUAL \$27,043	\$28,400	\$31,358	\$32,946	\$34,620	\$36,360	\$0	\$0
12	MO \$2,308	\$2,426	\$2,548	\$2,678	\$2,816	\$2,955	\$0	\$0
	HRLY \$13.31	\$13.99	\$14.70	\$15.45	\$16.25	\$17.05	\$0.00	\$0.00
	ANNUAL \$27,692	\$29,106	\$30,579	\$32,138	\$33,798	\$35,456	\$0	\$0

4.53% INCREASE

CLASSIFIED SALARY SCHEDULE D
7/1/07 - 6/30/08

BRD APPD
4/16/08
IMP DATE
4/23/08

RANGE	STEP 1 EFF 7/1/07	STEP 2 EFF 7/1/07	STEP 3 EFF 7/1/07	STEP 4 EFF 7/1/07	STEP 5 EFF 7/1/07	STEP 6 EFF 7/1/07	STEP 7	STEP 8
13 MO	\$2,367	\$2,485	\$2,613	\$2,746	\$2,885	\$3,034	\$0	\$0
HRLY	\$13.65	\$14.33	\$15.08	\$15.84	\$16.64	\$17.50	\$0.00	\$0.00
ANNUAL	\$28,400	\$29,814	\$31,358	\$32,946	\$34,620	\$36,409	\$0	\$0
14 MO	\$2,426	\$2,548	\$2,678	\$2,816	\$2,955	\$3,104	\$0	\$0
HRLY	\$13.99	\$14.70	\$15.45	\$16.25	\$17.05	\$17.91	\$0.00	\$0.00
ANNUAL	\$29,106	\$30,579	\$32,138	\$33,798	\$35,456	\$37,246	\$0	\$0
15 MO	\$2,485	\$2,613	\$2,746	\$2,885	\$3,034	\$3,181	\$0	\$0
HRLY	\$14.33	\$15.08	\$15.84	\$16.64	\$17.50	\$18.35	\$0.00	\$0.00
ANNUAL	\$29,814	\$31,358	\$32,946	\$34,620	\$36,409	\$38,170	\$0	\$0
16 MO	\$2,548	\$2,678	\$2,816	\$2,955	\$3,104	\$3,263	\$0	\$0
HRLY	\$14.70	\$15.45	\$16.25	\$17.05	\$17.91	\$18.82	\$0.00	\$0.00
ANNUAL	\$30,579	\$32,138	\$33,798	\$35,456	\$37,246	\$39,151	\$0	\$0
17 MO	\$2,613	\$2,746	\$2,885	\$3,034	\$3,181	\$3,342	\$0	\$0
HRLY	\$15.08	\$15.84	\$16.64	\$17.50	\$18.35	\$19.28	\$0.00	\$0.00
ANNUAL	\$31,358	\$32,946	\$34,620	\$36,409	\$38,170	\$40,104	\$0	\$0
18 MO	\$2,678	\$2,816	\$2,955	\$3,104	\$3,263	\$3,431	\$0	\$0
HRLY	\$15.45	\$16.25	\$17.05	\$17.91	\$18.82	\$19.79	\$0.00	\$0.00
ANNUAL	\$32,138	\$33,798	\$35,456	\$37,246	\$39,151	\$41,171	\$0	\$0
19 MO	\$2,746	\$2,885	\$3,034	\$3,181	\$3,342	\$3,513	\$0	\$0
HRLY	\$15.84	\$16.64	\$17.50	\$18.35	\$19.28	\$20.27	\$0.00	\$0.00
ANNUAL	\$32,946	\$34,620	\$36,409	\$38,170	\$40,104	\$42,152	\$0	\$0
20 MO	\$2,816	\$2,955	\$3,104	\$3,263	\$3,431	\$3,598	\$0	\$0
HRLY	\$16.25	\$17.05	\$17.91	\$18.82	\$19.79	\$20.76	\$0.00	\$0.00
ANNUAL	\$33,798	\$35,456	\$37,246	\$39,151	\$41,171	\$43,178	\$0	\$0
21 MO	\$2,885	\$3,034	\$3,181	\$3,342	\$3,513	\$3,688	\$0	\$0
HRLY	\$16.64	\$17.50	\$18.35	\$19.28	\$20.27	\$21.28	\$0.00	\$0.00
ANNUAL	\$34,620	\$36,409	\$38,170	\$40,104	\$42,152	\$44,259	\$0	\$0
22 MO	\$2,955	\$3,104	\$3,263	\$3,431	\$3,598	\$3,785	\$0	\$0
HRLY	\$17.05	\$17.91	\$18.82	\$19.79	\$20.76	\$21.83	\$0.00	\$0.00
ANNUAL	\$35,456	\$37,246	\$39,151	\$41,171	\$43,178	\$45,414	\$0	\$0
23 MO	\$3,034	\$3,181	\$3,342	\$3,513	\$3,688	\$3,875	\$0	\$0
HRLY	\$17.50	\$18.35	\$19.28	\$20.27	\$21.28	\$22.35	\$0.00	\$0.00
ANNUAL	\$36,409	\$38,170	\$40,104	\$42,152	\$44,259	\$46,497	\$0	\$0
24 MO	\$3,104	\$3,263	\$3,431	\$3,598	\$3,785	\$3,975	\$0	\$0
HRLY	\$17.91	\$18.82	\$19.79	\$20.76	\$21.83	\$22.93	\$0.00	\$0.00
ANNUAL	\$37,246	\$39,151	\$41,171	\$43,178	\$45,414	\$47,695	\$0	\$0

4.53% INCREASE

CLASSIFIED SALARY SCHEDULE D
7/1/07 - 6/30/08

BRD APPD
4/16/08
IMP DATE
4/23/08

RANGE	STEP 1 EFF 7/1/07	STEP 2 EFF 7/1/07	STEP 3 EFF 7/1/07	STEP 4 EFF 7/1/07	STEP 5 EFF 7/1/07	STEP 6 EFF 7/1/07	STEP 7	STEP 8
25	MO \$3,181	\$3,342	\$3,513	\$3,688	\$3,875	\$4,074	\$0	\$0
	HRLY \$18.35	\$19.28	\$20.27	\$21.28	\$22.35	\$23.51	\$0.00	\$0.00
	ANNUAL \$38,170	\$40,104	\$42,152	\$44,259	\$46,497	\$48,891	\$0	\$0
26	MO \$3,263	\$3,431	\$3,598	\$3,785	\$3,975	\$4,174	\$0	\$0
	HRLY \$18.82	\$19.79	\$20.76	\$21.83	\$22.93	\$24.08	\$0.00	\$0.00
	ANNUAL \$39,151	\$41,171	\$43,178	\$45,414	\$47,695	\$50,089	\$0	\$0
27	MO \$3,342	\$3,513	\$3,688	\$3,875	\$4,074	\$4,281	\$0	\$0
	HRLY \$19.28	\$20.27	\$21.28	\$22.35	\$23.51	\$24.70	\$0.00	\$0.00
	ANNUAL \$40,104	\$42,152	\$44,259	\$46,497	\$48,891	\$51,373	\$0	\$0
28	MO \$3,431	\$3,598	\$3,785	\$3,975	\$4,174	\$4,385	\$0	\$0
	HRLY \$19.79	\$20.76	\$21.83	\$22.93	\$24.08	\$25.30	\$0.00	\$0.00
	ANNUAL \$41,171	\$43,178	\$45,414	\$47,695	\$50,089	\$52,615	\$0	\$0
29	MO \$3,513	\$3,688	\$3,875	\$4,074	\$4,281	\$4,499	\$0	\$0
	HRLY \$20.27	\$21.28	\$22.35	\$23.51	\$24.70	\$25.95	\$0.00	\$0.00
	ANNUAL \$42,152	\$44,259	\$46,497	\$48,891	\$51,373	\$53,985	\$0	\$0
30	MO \$3,598	\$3,785	\$3,975	\$4,174	\$4,385	\$4,609	\$0	\$0
	HRLY \$20.76	\$21.83	\$22.93	\$24.08	\$25.30	\$26.59	\$0.00	\$0.00
	ANNUAL \$43,178	\$45,414	\$47,695	\$50,089	\$52,615	\$55,313	\$0	\$0
31	MO \$3,688	\$3,875	\$4,074	\$4,281	\$4,499	\$4,726	\$0	\$0
	HRLY \$21.28	\$22.35	\$23.51	\$24.70	\$25.95	\$27.27	\$0.00	\$0.00
	ANNUAL \$44,259	\$46,497	\$48,891	\$51,373	\$53,985	\$56,713	\$0	\$0
32	MO \$3,785	\$3,975	\$4,174	\$4,385	\$4,609	\$4,844	\$0	\$0
	HRLY \$21.83	\$22.93	\$24.08	\$25.30	\$26.59	\$27.95	\$0.00	\$0.00
	ANNUAL \$45,414	\$47,695	\$50,089	\$52,615	\$55,313	\$58,126	\$0	\$0
33	MO \$3,875	\$4,074	\$4,281	\$4,499	\$4,726	\$4,964	\$0	\$0
	HRLY \$22.35	\$23.51	\$24.70	\$25.95	\$27.27	\$28.64	\$0.00	\$0.00
	ANNUAL \$46,497	\$48,891	\$51,373	\$53,985	\$56,713	\$59,571	\$0	\$0
34	MO \$3,975	\$4,174	\$4,385	\$4,609	\$4,844	\$5,089	\$0	\$0
	HRLY \$22.93	\$24.08	\$25.30	\$26.59	\$27.95	\$29.36	\$0.00	\$0.00
	ANNUAL \$47,695	\$50,089	\$52,615	\$55,313	\$58,126	\$61,072	\$0	\$0
35	MO \$4,074	\$4,281	\$4,499	\$4,726	\$4,964	\$5,213	\$0	\$0
	HRLY \$23.51	\$24.70	\$25.95	\$27.27	\$28.64	\$30.08	\$0.00	\$0.00
	ANNUAL \$48,891	\$51,373	\$53,985	\$56,713	\$59,571	\$62,558	\$0	\$0
36	MO \$4,174	\$4,385	\$4,609	\$4,844	\$5,089	\$5,344	\$0	\$0
	HRLY \$24.08	\$25.30	\$26.59	\$27.95	\$29.36	\$30.83	\$0.00	\$0.00
	ANNUAL \$50,089	\$52,615	\$55,313	\$58,126	\$61,072	\$64,130	\$0	\$0

4.53% INCREASE

CLASSIFIED SALARY SCHEDULE D

7/1/07 - 6/30/08

BRD APPD
4/16/08
IMP DATE
4/23/08

RANGE	STEP 1 EFF 7/1/07	STEP 2 EFF 7/1/07	STEP 3 EFF 7/1/07	STEP 4 EFF 7/1/07	STEP 5 EFF 7/1/07	STEP 6 EFF 7/1/07	STEP 7	STEP 8
37 MO	\$4,281	\$4,499	\$4,726	\$4,964	\$5,213	\$5,478	\$0	\$0
HRLY	\$24,70	\$25,95	\$27,27	\$28,64	\$30,08	\$31,60	\$0.00	\$0.00
ANNUAL	\$51,373	\$53,985	\$56,713	\$59,571	\$62,558	\$65,733	\$0	\$0
38 MO	\$4,385	\$4,609	\$4,844	\$5,089	\$5,344	\$5,616	\$0	\$0
HRLY	\$25,30	\$26,59	\$27,95	\$29,36	\$30,83	\$32,40	\$0.00	\$0.00
ANNUAL	\$52,615	\$55,313	\$58,126	\$61,072	\$64,130	\$67,392	\$0	\$0
39 MO	\$4,499	\$4,726	\$4,964	\$5,213	\$5,478	\$5,760	\$0	\$0
HRLY	\$25,95	\$27,27	\$28,64	\$30,08	\$31,60	\$33,23	\$0.00	\$0.00
ANNUAL	\$53,985	\$56,713	\$59,571	\$62,558	\$65,733	\$69,124	\$0	\$0
40 MO	\$4,609	\$4,844	\$5,089	\$5,344	\$5,616	\$5,897	\$0	\$0
HRLY	\$26,59	\$27,95	\$29,36	\$30,83	\$32,40	\$34,02	\$0.00	\$0.00
ANNUAL	\$55,313	\$58,126	\$61,072	\$64,130	\$67,392	\$70,768	\$0	\$0
41 MO	\$4,726	\$4,964	\$5,213	\$5,478	\$5,760	\$6,050	\$0	\$0
HRLY	\$27,27	\$28,64	\$30,08	\$31,60	\$33,23	\$34,91	\$0.00	\$0.00
ANNUAL	\$56,713	\$59,571	\$62,558	\$65,733	\$69,124	\$72,601	\$0	\$0
42 MO	\$4,844	\$5,089	\$5,344	\$5,616	\$5,897	\$6,194	\$0	\$0
HRLY	\$27,95	\$29,36	\$30,83	\$32,40	\$34,02	\$35,74	\$0.00	\$0.00
ANNUAL	\$58,126	\$61,072	\$64,130	\$67,392	\$70,768	\$74,333	\$0	\$0
43 MO	\$4,964	\$5,213	\$5,478	\$5,760	\$6,050	\$6,351	\$0	\$0
HRLY	\$28,64	\$30,08	\$31,60	\$33,23	\$34,91	\$36,64	\$0.00	\$0.00
ANNUAL	\$59,571	\$62,558	\$65,733	\$69,124	\$72,601	\$76,209	\$0	\$0
44 MO	\$5,089	\$5,344	\$5,616	\$5,897	\$6,194	\$6,503	\$0	\$0
HRLY	\$29,36	\$30,83	\$32,40	\$34,02	\$35,74	\$37,52	\$0.00	\$0.00
ANNUAL	\$61,072	\$64,130	\$67,392	\$70,768	\$74,333	\$78,041	\$0	\$0
45 MO	\$5,213	\$5,478	\$5,760	\$6,050	\$6,351	\$6,669	\$0	\$0
HRLY	\$30,08	\$31,60	\$33,23	\$34,91	\$36,64	\$38,48	\$0.00	\$0.00
ANNUAL	\$62,558	\$65,733	\$69,124	\$72,601	\$76,209	\$80,033	\$0	\$0
46 MO	\$5,344	\$5,616	\$5,897	\$6,194	\$6,503	\$6,833	\$0	\$0
HRLY	\$30,83	\$32,40	\$34,02	\$35,74	\$37,52	\$39,42	\$0.00	\$0.00
ANNUAL	\$64,130	\$67,392	\$70,768	\$74,333	\$78,041	\$81,996	\$0	\$0
47 MO	\$5,478	\$5,760	\$6,050	\$6,351	\$6,669	\$7,004	\$0	\$0
HRLY	\$31,60	\$33,23	\$34,91	\$36,64	\$38,48	\$40,41	\$0.00	\$0.00
ANNUAL	\$65,733	\$69,124	\$72,601	\$76,209	\$80,033	\$84,044	\$0	\$0
48 MO	\$5,616	\$5,897	\$6,194	\$6,503	\$6,833	\$7,170	\$0	\$0
HRLY	\$32,40	\$34,02	\$35,74	\$37,52	\$39,42	\$41,37	\$0.00	\$0.00
ANNUAL	\$67,392	\$70,768	\$74,333	\$78,041	\$81,996	\$86,038	\$0	\$0

4.53% INCREASE

CLASSIFIED SALARY SCHEDULE D
7/1/07 - 6/30/08

BRD APPD
4/16/08
IMP DATE
4/23/08

RANGE	STEP 1 EFF 7/1/07	STEP 2 EFF 7/1/07	STEP 3 EFF 7/1/07	STEP 4 EFF 7/1/07	STEP 5 EFF 7/1/07	STEP 6 EFF 7/1/07	STEP 7	STEP 8
49 MO	\$5,760	\$6,050	\$6,351	\$6,669	\$7,004	\$7,351	\$0	\$0
HRLY	\$33.23	\$34.91	\$36.64	\$38.48	\$40.41	\$42.41	\$0.00	\$0.00
ANNUAL	\$69,124	\$72,601	\$76,209	\$80,033	\$84,044	\$88,215	\$0	\$0
50 MO	\$5,897	\$6,194	\$6,503	\$6,833	\$7,170	\$7,531	\$0	\$0
HRLY	\$34.02	\$35.74	\$37.52	\$39.42	\$41.37	\$43.45	\$0.00	\$0.00
ANNUAL	\$70,768	\$74,333	\$78,041	\$81,996	\$86,038	\$90,366	\$0	\$0
51 MO	\$6,050	\$6,351	\$6,669	\$7,004	\$7,351	\$7,718	\$0	\$0
HRLY	\$34.91	\$36.64	\$38.48	\$40.41	\$42.41	\$44.53	\$0.00	\$0.00
ANNUAL	\$72,601	\$76,209	\$80,033	\$84,044	\$88,215	\$92,617	\$0	\$0

APPENDIX C

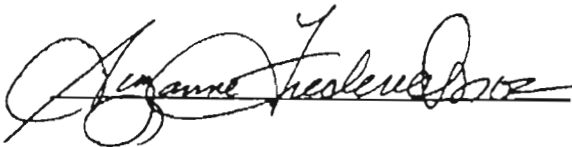
ADDENDUM

September 6, 2002

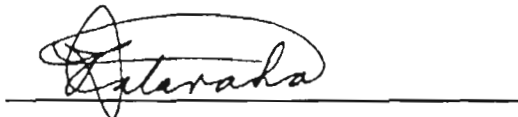
In addition to Article 8 section 8.1 of the Collective Bargaining Agreement reached between Rio Hondo College District and California School Employees Association, Chapter 477, the District and the Association have agreed to the following modification/clarification to said Agreement.

8.1.1 Effective with 2/1/91 and continuing thereafter, the District contribution for an eligible unit member's medical insurance benefits shall be increased each year to that dollar amount necessary to pay for family coverage at the more expensive rate between the Kaiser and (effective 01/01/03) **Blue Shield** programs offered through PERS. Unit members may elect to receive in cash any dollars remaining in the package after medical insurance and employee-selected options have been purchased. Unit members may keep the cash or elect a salary reduction TSA. For purposes of this Article, the definition of dependent shall include domestic partners as defined above at Section 5.7.

FOR THE ASSOCIATION



FOR THE DISTRICT



**RIO HONDO COMMUNITY COLLEGE
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER
#477**

**Memorandum of Understanding Regarding Children's Center Aides
and Registration Clerks**

Rio Hondo Community College District ("College") and California School Employees Association, Chapter # 477 ("CSEA") hereby enter into this memorandum of understanding regarding issues related to the fact that the classifications of Children's Center Aide, Registration Clerk I, and Registration Clerk II have been added to the CSEA unit and the conversion of these positions from a short-term to a regular assignment in which an employee may gain permanency:

1. All persons currently employed in regular assignments as Children's Center Aides are listed on the attached Exhibit A. Effective July 1, 2002, the position of Children's Center Aides shall be at Range 1 on the salary schedule and employees serving in those positions shall be granted up to three years service credit for step placement. The employees' current step placement shall be in accordance with 6.13.2. Effective immediately, the hours of their positions shall be as indicated on Exhibit A, with additional hours awarded as needed. The addition of Children's Center Aides to the unit does not affect the College's right to hire short-term employees in compliance with applicable law.

The employees listed on Exhibit A shall not be required to reapply for their positions as a result of the conversion of these positions from short-term to regular. Their probationary period shall be deemed to have commenced on February 19, 2002 or their date of hire, whichever is later, as February 19, 2002 is the date of the letter from the Public Employment Relations Board modifying the CSEA unit to include those positions. Sick leave, vacation and holidays for which regular employees are entitled shall be granted retroactive to February 19, 2002. Holidays which have occurred since February 19, 2002 and for which they would have been entitled under contract language shall be retroactively paid to the employees; sick and vacation leave earned since February 19, 2002 shall be recorded in payroll records and shall not be paid out to the employees. The employees' actual days worked and actual hours worked from February 19, 2002 to the present shall be calculated to determine an average basis for crediting retroactive holiday, sick leave and vacation leave. With regard to the two Children's Center Aides whose employment ceased in August 2002, they shall be paid retroactively for holidays and the salary increase.

2. All persons currently employed in regular assignments as Registration Clerk II are listed on the attached Exhibit B. As there are no regular employees classified as Registration Clerk I, the distinction between Registration Clerk I and II shall be

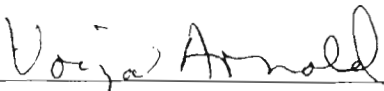
eliminated and a new classification of Registration Clerk shall be added to the unit and shall include those employees listed on Exhibit B. Effective July 1, 2002, the position of Registration Clerk shall be at Range 2 on the salary schedule and employees serving in those positions shall be granted up to three years service credit for step placement. The employees' current step placement shall be in accordance with 6.13.2. Effectively immediately, the hours of their positions shall be as indicated on Exhibit B, with additional hours awarded as needed to existing employees in accordance with existing practice. The addition of Registration Clerks to the unit does not affect the College's right to hire short-term employees in accordance with applicable law. The two 40-hour a week positions shall be granted health benefits on a prorated basis determined by comparing their number of work days to the 195 work days required for health benefits.


The employees serving in regular positions shall not be required to reapply for their positions as a result of the conversion of their positions from short-term to regular. Their probationary period shall be deemed to have commenced on May 28, 2002 or their date of hire, whichever is later, as May 28, 2002 is the date of the letter from the Public Employment Relations Board modifying the CSEA unit to include those positions. Sick leave, vacation and holidays for which regular employees are entitled shall be granted retroactive to May 28, 2002. Holidays which have occurred since May 28, 2002 and for which the employees would have been entitled under contract language shall be retroactively paid to the employees; sick and vacation leave earned since May 28, 2002 shall be recorded in payroll records and shall not be paid out to the employees. The employees' actual days worked and actual hours worked from May 28, 2002 to the present shall be calculated to determine an average basis for crediting retroactive holiday, sick leave and vacation leave.

3. The parties shall hold a labor relations meeting with representatives of the bargaining teams in February 2003 to reexamine the staffing and use of short-term employees, specifically in the Children's Center and the Admissions and Records Department. The College acknowledges that by consenting to the job descriptions for Children's Center Aide, CSEA does not waive the rights of CSEA or its individual members to challenge the designation of job duties as essential for the purposes of the Americans with Disabilities Act.

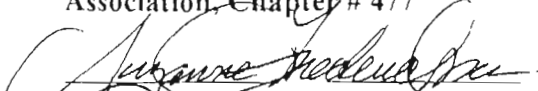
Executed by the College and CSEA on November 8, 2002.

Rio Hondo Community College District





California School Employees
Association, Chapter # 477






EXHIBIT A

RIO HONDO COLLEGE
CHILD DEVELOPMENT CENTER

CHILDREN CENTER AIDE STAFF

NAME	HRS/WK	MONTHS
Allen, Mina	15	11
Marquez, Adriana	15	11
Lomas, Rebecca	15	11
Marino, Rose	15	11
Torres, Irene	15	11
Perez, Monica	15	11
Sartin, Wanda	15	11
Garcia, Elvia	15	11
Sanchez, Elvira	15	11
Shmavonyan, Anahit	15	11
Abajian, Lauren	15	11
Acosta, Fabiola	15	11
Tapia, Sonia	15	11
Villalobos, Olga	15	11

EXHIBIT B

RIO HONDO COLLEGE
ADMISSIONS AND RECORDS OFFICE

REGISTRATION CLERK STAFF

NAME	HRS/WK	MONTHS
Tarin, Elizabeth	40	9
Hernandez, Venessa	40	9
Valle, Nanette	19	8
Ramos, Vivian	19	8
Fernandez, Jennifer	19	8

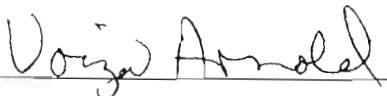
**RIO HONDO COMMUNITY COLLEGE
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAP. #477
Memorandum of Understanding Regarding the Reorganization of the
Admissions and Records Department**

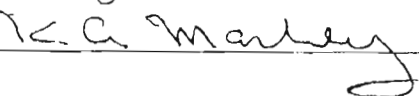
1. The new classification of Senior Admissions and Records Assistant shall be placed at Range 36. The classifications of Admissions and Records Assistant Supervisor and Admissions and Records Supervisor shall be eliminated when the new Registrar is hired. The employee currently serving as Admissions and Records Assistant Supervisor shall be offered the vacant Evaluator position. The employee currently serving as Admissions and Records Supervisor shall be offered the new Senior Admissions and Records Assistant position. Both these employees shall be "Y" rated as defined in Section 6.14.7. In recognition of the value of the "Y" rating, the employees shall be occasionally required to perform duties of their former classification until they are no longer "Y" rated and the former Supervisor shall assist with the 320 Report and data collection. If the work schedule for the Senior Admissions and Records Assistant does not include evenings, the employee currently serving as Admission and Records Assistant Supervisor shall be offered a lead position working in the evenings and appropriate compensation shall be negotiated. The College agrees to negotiate any unanticipated negotiable effects of the reorganization of the Admissions and Records Department in February 2003.

2. The College acknowledges that by consenting to the job descriptions for Registration Clerk and Senior Admissions and Records Assistant, CSEA does not waive the rights of the organization or its individual members to challenge the designation of job duties as essential for the purposes of the Americans with Disabilities Act.

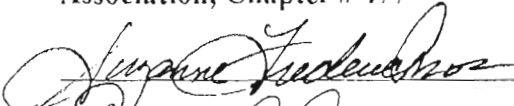
Executed by the College and CSEA on November 8, 2002.


Rio Hondo Community College District

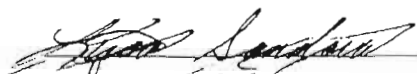





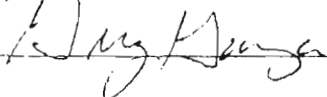
**California School Employees
Association, Chapter # 477**











RIO HONDO COMMUNITY COLLEGE DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER # 477

SIDE LETTER OF AGREEMENT REGARDING
OUT-OF-CLASS COMPENSATION

Rio Hondo Community College District ("District") and California School Employees Association Chapter # 477 ("CSEA") hereby enter into this Side Letter of Agreement regarding out-of-class compensation.

1. Children's Center Aides who are assigned to serve as Child Development Assistant Teacher or Teacher shall be paid out-of-class compensation for that shift in accordance with Section 6.3 of the collective bargaining agreement, notwithstanding the provision of Section 6.3 which does not require such pay until the fifth day of service in 15 work days.

Executed by the District and CSEA on November 20, 2002.

CSEA

Alfonso Hernandez 11/20/02
Maria Alexandra 11/20/02

DISTRICT

UOA 11-20-02

Rio Hondo Community College District –
California School Employees Association Chapter 477

SIDE LETTER OF AGREEMENT REGARDING FLEXIBLE HOURS

The Rio Hondo Community College District ("District") and the California School Employees Association ("CSEA") Chapter 477 hereby enter into this side letter of agreement regarding flexible hours for the positions designated below:

1. The District and CSEA agree that the nature of the following bargaining unit assignments does not lend itself to the limitations of contract sections 7.1 through 7.1.3: Theater Production Coordinator and Assistant Range Master. Therefore, said assignments shall have a flexible work schedule due to the nature of the duties performed. In establishing a flexible work schedule for these classifications, the District and CSEA agree that: it shall not result in less salary in any given month for an incumbent; and an incumbent assigned to a flexible schedule shall be compensated for hours worked in excess of his/her regular work schedule.

2. The District and CSEA further agree that the flexible work schedules for these two (2) classifications, as described herein, shall be implemented as soon as administratively feasible.

Executed by the District and CSEA on November 20, 2002.

FOR CSEA:

FOR THE DISTRICT:

Angela Judson 11/20/02
Maria Alvarez 11/20/02

VOH 11-20-02

**RIO HONDO COMMUNITY COLLEGE DISTRICT
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION NO. 477**

**Tentative Agreement on Salary, Health & Welfare Benefits,
and Duration of Contract
October 22, 2002**

Salary

1. Effective July 1, 2002, the salary schedule shall be increased 3%. Retroactive pay shall be given to all unit members who have received salary payments since July 1, 2002.
2. Effective July 1, 2003, the salary schedule shall be increased 3%.
3. If the COLA for 2003-2004 is less than two percent (2%), then the three percent (3%) provided in 2. above shall be adjusted downward on a point by point basis. For example, if the COLA is 1.72% then the July 2003 salary adjustment shall be 3% - (2%-1.72%) or 3% - 0.28% or 2.72%.
4. Stipends and increments shall be increased for 2002-2003 and 2003-2004 by the same percentage as the salary schedule.

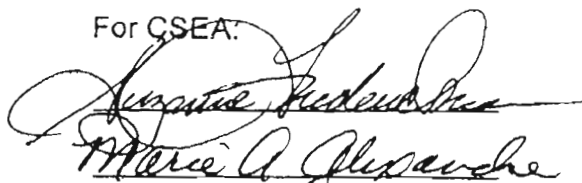
Health & Welfare

1. Continue District contribution for medical through December 31, 2003, as required by Article 8.1.1. The parties agree to negotiate the District's contribution to health and welfare benefits and plan structure/design for January 1, 2004.
2. In order to address all benefits for medical plan cycle beginning January 1, 2004, CSEA shall participate on a Health and Welfare Benefits Committee to research and analyze health and welfare costs and plan structures. The Committee shall consist of equal numbers of representatives from CSEA and the District, and other employee groups if possible. The intent is to include all groups on the Committee.

Duration of Contract

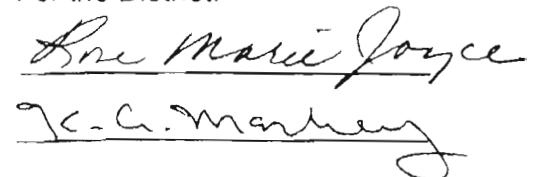
1. The contract shall be three years, July 1, 2002-June 30, 2005. Salary and three topics selected by each party shall be reopened for the 2004-2005 school year.

For CSEA:



Two handwritten signatures in black ink. The first signature is written over the text 'For CSEA:'. The second signature is written below the first.

For the District:



Two handwritten signatures in black ink. The first signature is written over the text 'For the District:'. The second signature is written below the first.

TENTATIVE AGREEMENT – December 16, 2002

The following items were agreed to:

6. The parties agree to continue discussions on the Reclassification procedures set forth in Article 6 and may execute a separate tentative agreement to enact changes to those procedures.
7. The parties agree that employees shall not be required to respond to inquiries from, or appear before, the College Review Board when the student complaint under investigation alleges misconduct by that classified employee.
9. The reorganization of the Facilities Department shall result in the following:
 - (1) Transportation Coordinator clerical duties will be moved under the auspices of the Facilities Service Secretary. Remaining Transportation Coordinator duties will be under the auspices of a new position entitled Lead Mechanic.
 - (2) The current Transportation Coordinator/Mechanic shall be reclassified to Lead Mechanic, Range 35, Step 6, so that the Facilities Department staff includes both a Lead Mechanic and a Mechanic. This reclassification shall take effect on the date of ratification of this Agreement and shall not affect the Transportation Coordinator/Mechanic's work schedule.
 - (3) In order to ensure compliance with CAL OSHA regulations pertaining to forklift operations, it is recommended that the ability to operate a forklift be added to general maintenance, grounds, senior custodial, and lead utility worker positions. The College will provide training during paid duty time.
 - (4) The classification of HVAC Mechanic shall be restored at Range 33, and the classification of painter shall continue to be listed as a CSEA classification but shall remain unfilled unless a need arises in the future to hire a regular employee to serve as a painter. Painting work shall be offered to existing employees at out-of-class pay based on the Painter classification, Range 32.
12. Employees may enroll eligible dependents in dental and vision insurance offered by the College within 30 days of a qualifying event or during open enrollment periods. The ratification of this Agreement shall be deemed a "qualifying event."
13. CSEA and the College agree that the job duties of the Library Media Clerks and Library Technicians include the duties identified in the following documents as revised on December 16, 2002 during negotiations: Rio Hondo College Library Help Desk procedures, Guidelines for Work Processing at Student Work Stations, and Circulation Department – Laptop Circulation Procedures. The College shall allocate \$900 to compensate Library Media Clerks and Library Technicians for out-of-class duties that may have been performed during the period of April 2002 to the present. The exact compensation for each employee shall be determined by the Director of Human Resources and two members of the CSEA bargaining team, and shall be based on a best estimate of the hours spent performing out-of-class tasks. The parties agree that this provision is non-precedent setting and shall not be cited to justify retroactive pay for claimed performance of out-of-class duties in other circumstances.

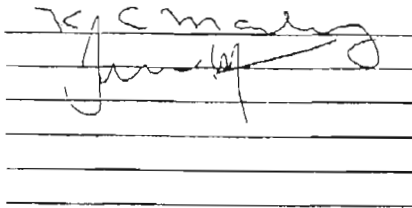
RIO HONDO COMMUNITY COLLEGE DISTRICT APPENDIX C-8
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
2005-06 NEGOTIATIONS
June 1, 2006

Side Letter Regarding Payment for Painting Work Performed Out-of-Class

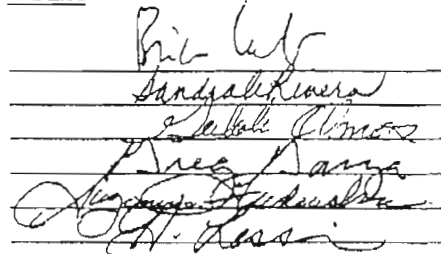
Rio Hondo Community College District ("District") and California School Employees Association, Chapter # 477 ("CSEA") agree to the following regarding out-of-class pay for painting work:

1. During 2005-06 negotiations, the parties discussed the issue of pay for Painter work. The parties concurred that the District's application of the out-of-class pay language set forth in the Article 6.3 (which is applied to all out-of-class work) is appropriate for the Painter work in determining the appropriate hourly rate of pay. However, the parties agreed to waive the requirement that an employee work at least 5 days out of 15 days in order to qualify for out-of-class pay for Painting work and the employee shall begin receiving out-of-class pay on the first day of the assignment.
2. The waiver of the 5-day requirement shall be limited to Painting work only. The District is not setting a practice or precedent for expansion of this waiver to other types of out-of-class work.
3. This Side Letter shall remain in effect until the parties agree to modify or terminate it.

DISTRICT



CSEA



Other

Use of Substitutes in Vacant Positions: The District shall have the right to use substitutes in vacant positions for 100 calendar days through the 2006-07 fiscal year. Unless agreed to otherwise by the parties, the limit on the use of substitutes in vacant positions shall be restored to the number of days specified by the Education Code as of July 1, 2007.

Drug Testing: The parties shall meet in Labor Relations to review the changes to District policy resulting from recent revisions to federal drug testing regulations. The District is willing to negotiate matters related to those changes to the extent required by law and contract

Table Agreements/Side Letter: In addition to the agreements reflected in this document, the parties initialed four table agreements that are hereby incorporated into this master Agreement. See Attachments 2, 3, 4, and 5, respectively entitled "Professional Growth: Educational Reimbursement", "Article 6", "A-Days" and "Summary of Table Agreements - June 2006". The contract shall be revised accordingly. Additionally, the parties signed a side letter, which is Attachment 6, and is incorporated into this Agreement for ratification purposes.

Reprinting of the Contract: The Human Resources Department shall revise the contract to incorporate agreed-upon revisions, including revisions required by the 2004-05 Tentative Agreement which have not yet been incorporated into the contract. Prior to printing the new contract, Human Resources shall send a copy to CSEA's chief negotiator for review.

This Agreement shall be ratified upon approval by the CSEA bargaining unit members and the District's Governing Board.

CSEA	Date	DISTRICT	Date
<i>[Signature]</i>	9/13/06	<i>[Signature]</i>	9.13.06
<i>[Signature]</i>	9/13/06	<i>[Signature]</i>	9/13/06
<i>[Signature]</i>	9/13/06	<i>[Signature]</i>	9/13/06
<i>[Signature]</i>	9/13/06		
<i>[Signature]</i>	9/13/06		

RIO HONDO COMMUNITY COLLEGE DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER #477
Tentative Agreement
June 3, 2005

Rio Hondo Community College District ("District") and California School Employees Association Chapter #477 ("CSEA") hereby enter into this Tentative Agreement ("Agreement") to resolve all remaining issues for 2004-05 negotiations and agree on a term (July 1, 2005- June 30, 2008) for a successor contract.

1. For 2004-05, existing employees shall receive a 2.5% salary increase, retroactive to July 1, 2004, and an additional 2% (equal to \$300,000) shall be set aside annually to pay for retiree medical benefits. Accordingly, Sections 6.1.1, 6.1.2, and 6.1.3 of the collective bargaining agreement governing salary shall be replaced with the following:

6.1.1 The 2004-05 salary schedule shall be increased by 2.5%, retroactive to July 1, 2004. An additional 2% of the 2004-05 salary schedule, which equals approximately \$300,000, shall be set aside annually in a fund to help pay the cost of the retiree medical benefits guaranteed by Article 8. Any future compensation comparison studies shall take into account the 2% which has been set aside for the retiree medical benefits.

Additionally, 6.1.4 shall be revised as follows:

6.1.2 Stipends and increments shall be increased for ~~2002-03 and 2003-04~~ by the same percentage as the salary schedule, retroactive to July 1, 2004. Stipend amounts listed in Sections 6.4, 6.5, 6.6, and 6.16 ~~have been~~ will be adjusted to reflect the ~~2002-03 school year~~ this increase.

2. Section 8.4 of the collective bargaining agreement governing retiree medical benefits shall be modified to establish that employees who retire after December 31, 2005 must be age 57 with 15 years of service with the District. The language shall also be modified to limit the retiree to one dependent, clarify that the maximum amount contributed by the District is the higher-cost HMO, and clarify that "years of service" means years of working for the District. The old qualifying language of 50 years with 5 years of service shall apply to employees who submit notice of intent to retire by September 30, 2005 with a retirement date of December 31, 2005 or earlier. The language of the 2002-05 contract shall continue to apply to existing retirees. The language of Section 8.4 shall be changed as follows, with new language in bold text.

8.4 Retired Employees: All full-time (50% or more) employees who retire and ~~their dependents~~ plus one dependent (a spouse/domestic partner, or a child dependent if the child has been enrolled in the District health benefit program as a dependent of the employee for at least five years prior to retirement) are

eligible to continue enrollment in ~~the a~~ current hospital-medical plan of the District with the following provisions:

8.4.1 ~~The employee and dependent are enrolled in the a~~ District plan at the time the employee retires from the District.

8.4.2 The employee has retired from the District in accordance with the rules and regulations then in effect with the retirement system (such as PERS) of which he/she is a member.

8.4.3 The employee is ~~50~~ 57 years of age and older and has rendered ~~five (5)~~ fifteen (15) years of PERS retirement service with the District credit, provided PERS remains the medical insurance carrier for bargaining unit members. ~~If the parties subsequently agree to another health insurance carrier, the service requirement of the 1987-90 Agreement shall be reinstated.~~

8.4.4 These benefits are available only in the event that such coverage is not being offered by a subsequent employer.

8.4.5 ~~For full-time unit members retiring prior July 1, 1985, the District will provide fully paid hospital-medical insurance premiums for the unit member and his/her dependents until the employee reaches age 65. For unit members retiring after July 1, 1985, the District shall contribute the maximum of the amount provided for current employees as designated above, needed for the higher cost HMO for employee-only if the retiree does not have a dependent enrolled in the plan, or employee-plus-one if the employee enrolls a dependent in the plan.~~

8.4.6 The benefits for retirees who have been part-time employees at the time of retirement shall be prorated in the same ratio as their part-time employment was at the time of retirement to full-time service.

8.4.7 ~~The retirees and their dependent(s) who are under age 65 will remain on the District plan until eligible for a Medicare Plan, at which time they at the same rate of District contribution as for active employees for that plan. (Dependent as used herein is that which is defined in the carrier's policy.) Retirees, upon attaining age 65, may be shall~~ enrolled in a supplement to Medicare Plan with their current carrier and shall assume responsibility for submitting a copy of their Notice of Medicare Entitlement letter or a photo copy of their federal Medicare card to PERS. Three months prior to Medicare eligibility, the District will send the retiree a letter by certified mail to the last known address, reminding the retiree of his/her obligation to submit a copy of the Notice of Medicare Entitlement or photo copy of their federal Medicare card to PERS. If the employee fails to enroll in Medicare by the time of eligibility, the District will drop its contribution toward the employee benefits to the PERS-required minimum contribution. The employee will be required to pay the District the health benefit premium costs above the PERS minimum. The District shall resume its normal contribution level as provided herein when the employee is enrolled in Medicare. The District's letter to the employee shall inform the employee of these consequences of failing to enroll in Medicare by the time of eligibility.

3. The successor contract shall be from July 1, 2005 to June 30, 2008. The parties may submit reopeners for all aspects of the successor contract except for Article 8. Such reopeners shall be submitted no later than December 31, 2005. Article 8 shall not be reopened during the term of the successor contract unless the parties mutually agree to do so.

4. Employees who are at least 50 years old with a minimum of 15 years of service with the District are eligible for a one-time retirement payout of \$10,000 if they submit an intent to retire by September 30, 2005 with an effective retirement date of December 31, 2005 or earlier.

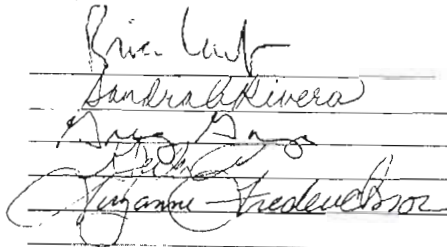
5. During the 2005-06 school year, the District has 165 working days to utilize a substitute while filling a vacancy.

6. Article 14 on Safety shall be modified to provide for notification to CSEA in the event of a major occurrence on campus so that CSEA is aware of the issue. The following language shall be added as a new section, 14.6:

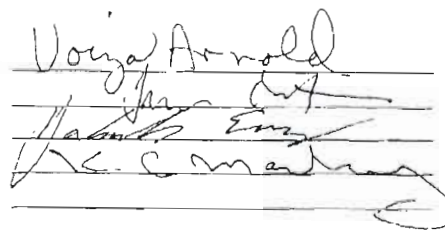
14.6 Notification to CSEA: In the event of a campus emergency, or a major malfunction to District facilities (ex. HVAC ventilation, major plumbing or hazardous emissions) which poses a threat to the health or safety of CSEA members, the District shall provide notice of such malfunction or emergency to the CSEA Chapter President or designee. It is understood that the District, not CSEA, is responsible for sending out any official announcements to classified employees regarding the incident. This provision shall not be interpreted to prevent CSEA from communicating about the incident with job stewards and the CSEA Executive Board.

Executed by the District and CSEA on June 3, 2005.

CSEA



DISTRICT



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COLLECTIVE BARGAINING AGREEMENT
CSEA No. 477 & Rio Hondo CCD
2008-2011

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