

COLLECTIVE BARGAINING AGREEMENT

**SAN JOSE•EVERGREEN COMMUNITY
COLLEGE DISTRICT**

AND

**CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION, CHAPTER 363**

JULY 1, 2017 – JUNE 30, 2020

REOPENER JULY 1, 2018 TO JUNE 30, 2019

 **SAN JOSE CITY COLLEGE**

 **EVERGREEN VALLEY COLLEGE**

 **SAN JOSE/EVERGREEN
COMMUNITY COLLEGE DISTRICT**

 **CALIFORNIA SCHOOL
EMPLOYEES ASSOCIATION**

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ARTICLE 1

RECOGNITION

1.1 ACKNOWLEDGMENT

The District hereby acknowledges that the San Jose/Evergreen Community College District, California School Employees Association (CSEA), and its Chapter 363, hereinafter the Union, is the exclusive bargaining representative for all classified unit members holding those classifications described in Appendix A, attached hereto and incorporated by reference as a part of this Agreement.

1.2 SCOPE OF REPRESENTATION

The scope of representation shall be limited to matters relating to wages, hours of employment, and other terms and conditions of employment. Terms and conditions of employment mean: health and welfare benefits, leave, transfer and reassignment policies, safety, conditions of employment, procedures to be used for evaluation of unit members, organizational security, and procedures for processing grievances. Nothing herein may be construed to limit the right of the district to consult with the Union on any matter outside of the scope of representation.

ARTICLE 2

DISTRICT RIGHTS

2.1 It is understood and agreed to by both parties hereto that the District retains all the customary and usual rights, powers, functions, and authority to control, manage, and to discharge its obligations. Any of the lawfully-granted and implied rights, power or authority which the District had prior to the execution of this Agreement are retained with the exception of those rights, powers, functions or authority which are specifically abridged or modified by the Agreement or by any supplement to this Agreement arrived at through the process of collective bargaining. District-reserved duties and rights include, but are not limited to:

determine its organization;

direct the work of its unit members;

determine the kind of levels of service and methods and means of providing same;

contract out work not traditionally performed by unit members;

determine the number and kind of personnel required;

direct the efficiency of District operations;

build, move or modify buildings and facilities;

establish budget procedures and funding priorities;

determine methods of revenue generation;

determine the days, time and hours of operation;

establish the District's educational policies, goals and objectives;

determine the rights and educational opportunities of students;

determine the curriculum.

In addition, the District and its designees retain the right to hire, classify, assign, evaluate, terminate and discipline unit members, except as limited by this Contract or law; and to modify or suspend this Contract in case of emergency, which shall be defined as an Act of God such as fire, flood, earthquake, other natural disasters or unforeseen non-financial

circumstances which have a significant impact on the operations of the District. Any proposed modification or suspension of the Contract will be negotiated with the Union.

- 2.2** This right to suspend or modify the Contract shall be in force only as long as the above-mentioned Acts of God or other unforeseen non-financial circumstances continue to have significant impact on the operations of the District.
- 2.3** In addition, those parts of the Contract that may be modified or suspended do not include Article 1, Recognition; Article 2, District Rights; Article 3, Union Rights; or Article 18, Grievance Procedures, and shall be limited to those parts of the contract that must be altered or suspended by the District in order to specifically deal with the above-mentioned Acts of God or other unforeseen non-financial circumstances that have significant impact upon the operation of the District.
- 2.4** The District has the right to prepare the authoritative text of the Contract, as may be amended, subject to approval by the Union. The District will provide ten printed copies (one-sided) of the collective bargaining agreement when produced or revised to the CSEA negotiation team. The Human Resources Office is responsible for making arrangements for posting the collective bargaining agreement on the Human Resources webpage and notifying all CSEA members.

ARTICLE 3

UNION RIGHTS

- 3.1** The District recognizes the right of the Union to designate Job Representatives (Stewards) from among unit members in the unit. The union reserves the right to designate the number and the method of selection of Job Representatives. The Union shall notify the District in writing of the names of the Job Representatives and the group they represent. If any change is made, the District shall be advised in writing of such change.
- 3.2** All Union officials outside regular assigned work hours as defined herein, and the Union, will have the right to use District facilities and equipment when said use does not conflict with the institutional use of such facilities. The cost of damage caused by the Union to said facilities or equipment shall be borne by the Union. The conduct of Union business shall be done at no cost to the District.
- 3.3** The District will provide a separate labeled mailbox for each unit member. The Union may use the school mailboxes and bulletin board spaces designated by the Chancellor or designee subject to the following conditions:
- 3.3.1** All positions or items for bulletin boards or school mailboxes must contain the date of posting or distribution and the identification of the organization, together with a designated authorization by the Union President.
- 3.4** Upon written authorization of a unit member a Union representative may inspect the unit member's personnel file.
- 3.5** The District will annually provide to the Union a hiring date seniority list of current unit members no later than September 1 of each year. The roster shall indicate the unit member's present classification and work location.
- 3.6** The Union shall have the right to inspect, at reasonable times, all non-confidential public records that are necessary to the Union to carry out its obligation pursuant to Government Code Section 3543.1 (a).
- 3.7** The District shall provide paid release time and allow CSEA to have a total of 2080 hours per fiscal year beginning July 1st through June 30 for CSEA Chapter business, including implementation of AB1725 and SB 235, and other Union business. A written schedule of the release time and the increment of time to be used must be provided by the Chapter President to the Office of Human Resources and the supervisors of those authorized to be released. If the supervisor has concerns regarding the proposed schedule, the supervisor and the Union shall meet to discuss.

- 3.7.1** The CSEA Chapter President shall submit a tentative schedule for the planned use of the release time which shall identify designated employee(s) and hours to be used to Human Resources on a quarterly basis starting July 1 of each year. Human Resources shall monitor the use of hours and rely on the release time form collected by the supervisor. It is understood that changes may occur that impact the schedule and revisions shall be necessary. The Chapter President shall supply the Office of Human Resources with a written revision to the schedule of the hours to be used five (5) working days prior to implementation. Any revision to the schedule must be with the agreement of the manager of any identified unit member.
- 3.7.2** The purpose of CSEA released time is for Union leaders, job stewards and other designated unit members to have opportunities to participate in CSEA conferences and to prepare, consult, meet and resolve matters related to the District and the Union. Therefore, it is understood that this time is to be distributed among individuals and used throughout the fiscal year. This time is separate and apart from the release time provided under Article 3.10.
- 3.7.3** The supervisor in the affected area, together with the unit member, will determine the best method of ensuring that the department/area work is done. It may be hiring hourly help, or authorizing overtime, extra time or comp time, whatever is appropriate to the situation.
- 3.8** Unit members shall be entitled to park free at District facilities while rendering service to the District.
- 3.9** Upon initial employment and each change in classification a unit member shall be advised in writing of his/her job description, pay rate, work location, work hours, and work calendar.
- 3.10** The District shall provide reasonable paid release time for a maximum of eight unit members for the purpose of meeting with the District in negotiations.
- 3.11** Unit members shall notify their immediate supervisors within a reasonable time prior to utilizing paid release time for Union business as provided for in this Article.
- 3.12** A Union representative shall be included at new unit member orientation meetings to participate in discussions of Article 5, Organizational Security.
- 3.13** The Union president shall be provided with 40% non-paid release time upon the submission of a written request and provided, further, such request is approved by the District and the Union pays the proportionate cost of fringe benefits.
- 3.14** CSEA and Classified Senates will be provided office space on each campus. Each of the two offices will be shared by CSEA and Classified Senates on that campus.

ARTICLE 4

NON-DISCRIMINATION

4.1 NON-DISCRIMINATION

No bargaining unit member shall be appointed, reduced, removed, or in any way favored or discriminated against because of his/her race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, exercise of his/her constitutional rights or participation in Union activities or otherwise exercising his/her rights under this Agreement.

4.2 EEO

The District and the Union agree that an effective EEO Policy is beneficial to the District, unit members, and the community. The parties agree and understand that the responsibility for an EEO Plan rests with the employer. If any provision of this Agreement is in conflict with Federal or State Executive Orders or laws, the provisions of such orders, law, federal regulations and rules shall prevail. All other provisions or applications of this Agreement shall remain in full force and effect.

ARTICLE 5

ORGANIZATIONAL SECURITY

- 5.1** The District and Union recognize the right of unit members to form, join and participate in lawful activities of unit member organizations and the equal alternative right of unit members to refuse to form, join or participate in unit member organization activities and there shall be no unlawful discrimination as the result of the exercise of the rights set forth in this Article.
- 5.2** Those unit members who are members of the Union at the time of the ratification of this Agreement or who become members shall remain members of the Union for the duration of the Contract. This shall not be considered as a condition of employment.
- 5.3** Bargaining unit members who are not members of the Union shall be required to pay a representational fee. This fee may be paid directly to the Union or made through payroll deduction.
- 5.4** New unit members shall join the Union or complete a payroll deduction form for the fee within thirty (30) days of their employment with the District. The District will personally confer with any bargaining unit members known to be violating Paragraph 5.3. In this conference the provisions of the section will be reviewed with the unit member.
- 5.5** Unit members, who because of religious or conscientious objection cannot pay the representational fee, may be relieved of the responsibility by designation of either the District or CSEA scholarship fund for receipt of an equivalent donation. This designation must occur within thirty (30) days of ratification of this agreement and new unit members must make the designation at the time of employment.

5.6 DUES DEDUCTIONS

The District will deduct from the pay of unit members and pay to the Union the normal and regular monthly Union membership dues or representation fee as voluntarily authorized in writing by the unit member subject to the following conditions:

- 5.6.1** Such deduction shall be made only upon submission of the appropriate form to District Human Resources duly completed and executed by the unit member and the Union except as provided for in Section 5.6.2.
- 5.6.2** Upon the written request of the Union, the District will deduct the amount of the service fee from the paycheck of any unit member who has not authorized a payroll deduction or paid directly to the Union.

5.6.3 In the event the unit member fails to make such designation, the service dues will automatically be deducted as per Education Code 88167(b).

5.6.4 The District shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period commencing fifteen (15) days or more after such submission.

5.7 STATE ASSOCIATION DUES CALCULATION

Effective September 1, 2017: The per capita dues of the State Association shall be assessed at the rate of 1.5% of the first **\$3,150** of gross monthly salary (exclusive of overtime, but include longevity, professional growth, and anniversary increments). The maximum monthly assessment will be **\$47.25** to a yearly maximum of **\$472.50**.

The Chapter dues remain **\$3.00**. The total monthly deduction from our checks will be **\$39.75** as of September 1, 2004. (Association dues are subject to change at CSEA's annual conference).

5.8 HOLD HARMLESS

The Union shall hold the District harmless in any dispute that arises with regard to deductions of dues and/or Union fees under this Article. It is specifically understood that the failure of any unit member or any Union member to pay dues to the Union or to comply with Union rules, regulations or by-laws will be a dispute between the Union and the member and will not be a dispute with or involve the District. The Union shall indemnify and hold the District harmless from any and all claims, demands, or suits or any other action arising from the enforcement of the organizational security provisions contained herein.

ARTICLE 6

SALARY

6.1 REGULAR RATE OF PAY

The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in Appendix B, which is attached hereto and by reference incorporated as a part of the Agreement. The regular rate of pay shall include any shift differential.

6.1.1 Salary Schedule Increase 2018/2019

Unit members shall receive an amount equal to 4.0% increase to their base salary retroactive to July 1, 2018. See Appendix B for the new salary schedules.

6.2 PAY PERIOD

Unit members shall be paid for the calendar month with warrants available on the last working day of each month. If the normal pay date falls on a holiday, the pay-warrant shall be issued on the preceding workday. If the normal pay date falls on the Saturday or Sunday, the warrant shall be issued on the preceding workday.

6.2.1 Errors in Salary

Whenever it is determined that an error has been made in the payment of any unit member's salary, the District shall, within five (5) workdays following such determination, provide the unit member with a statement of the correction and a supplemental payment drawn against any available funds. If an overpayment has been paid to a unit member, an equitable schedule of repayment shall be arranged.

6.3 PLACEMENT ON THE SALARY SCHEDULE

A regular unit member, at the time he/she is hired, is placed on the first step of the appropriate range on the Classified Salary Schedule. The Chancellor may recommend initial placement above the first step, but normally not higher than the second step, if the unit member possesses previous related work experience which exceeds the District's entry level qualification for the position as determined by the Chancellor.

6.4 ANNIVERSARY DATE

A unit member's anniversary date shall be their original date of hire as a regular classified staff member. The anniversary date for regular unit members advanced to the next higher step of the salary range and for unit members promoted to a higher salary range shall be:

- 6.4.1** If the original hire date or date of promotion is between the first and sixteenth of the month, inclusively, the anniversary date shall be first of said month;
- 6.4.2** If the original hire date or date of promotion is between the seventeenth and the thirty-first of the month, inclusively, the anniversary date shall be the first of the following month.

The original date of hire shall be recognized as the anniversary date for a unit member whose employment has been bridged.

6.4.3 Salary Step Increments

All regular unit members occupying a classified position will be advanced to the next higher step of the salary range assigned to the job classification on the person's anniversary date providing:

- 6.4.3.1** The unit member served 75% of the required working days in the present class and range within the previous 12 months;
- 6.4.3.2** The unit member's performance evaluation for the previous work year was satisfactory. Subsequent earned increments shall be granted on each anniversary date until the maximum step of the unit member's salary range is reached.
- 6.4.3.3** The Chancellor reserves the right to withhold a salary step increment to any classified unit member who fails to make satisfactory improvement after having been notified in writing of areas needing improvement. A unit member receiving shift differential on the basis of his/her shift shall not lose such compensation if he/she is temporarily, for twenty (20) working days or less, assigned to a shift not entitled to such compensation.

6.5 LONGEVITY INCREMENTS

Effective July 1, 2019, a longevity increment is an amount paid a regular Classified unit member in recognition of total years of continuous service with the San Jose/Evergreen Community College District as follows:

<u>Years of Service</u>	<u>Annual Increment</u>
10	\$2,300
15	\$2,900
20	\$3,500
25	\$4,100
30	\$4,700

- 6.5.1** Longevity increments are added to the annual salary and paid on a monthly prorated basis. The longevity increment shall not be paid to anyone while on a leave of absence or in unpaid status.
- 6.5.2** To qualify for a longevity increment, a unit member must have the required number of years of paid, regular classified service. Years of service shall be calculated from the initial date of hire. Time spent on unpaid leave, or in special or hourly employment, shall not be included in calculating years of service. Longevity payments will be paid on the appropriate anniversary date. (See Section 6.4)
- 6.5.3** The longevity increment shall not be used in calculating night differential premiums. The longevity increment shall be used in calculating unit member retirement, insurance benefits and hourly or overtime rates of pay.

6.6 TEMPORARY OR PERMANENT REASSIGNMENT OF A UNIT MEMBER TO A POSITION WITH A HIGHER SALARY RANGE

When a unit member is permanently reassigned during the school year to a position which clearly represents a promotion over his/her present position, he/she shall be placed on the new range at the step which provides a salary increase of at least 7.5%; however, the salary cannot go beyond the “E” step.

- 6.6.1** Subsequent earned increments shall be granted on each anniversary date providing the unit member has served 75% of the working days in the present class and range within the previous 12 months and until the maximum step of the unit member’s salary range is reached. Anniversary dates will not change when unit members change to a new classification assigned to the same or lower range than the previous classification.
- 6.6.2** A unit member who is required to work in a position at a higher salary range other than the regularly assigned position for more than five (5) working days in any 15-calendar-day period shall be paid on the appropriate salary range for the position temporarily filled at the step which provides a salary increase of at least 7.5%; however, the salary cannot go beyond the “E” step.
- 6.6.3** When a unit member is temporarily reassigned to a regular position of an equal or lower salary range, he/she shall be permitted to retain the range and step held in the former position and shall retain permanent status with the District in the classification to which he/she was formerly assigned.

6.7 SHIFT DIFFERENTIAL

The District shall provide a shift differential equal to two-and-a-half percent (2-1/2%) on the salary schedule for unit members who work four (4) or more hours after 5:00 p.m.

and equal to five percent (5%) for unit members who work four (4) or more hours between the hours of 11:00 p.m. and 6:00 a.m.

- 6.7.1** A unit member assigned to work on a shift differential basis more than fifty (50) percent of the work days in a month shall be paid the differential for all work days in the month.
- 6.7.2** Unit members who work less than the required fifty (50%) percent shall be paid the differential for the days actually worked.
- 6.7.3** A unit member receiving shift differential on the basis of his/her shift shall not lose such compensation if he/she is temporarily, for twenty (20) working days, or less, assigned to a shift not entitled to such compensation.

6.8 OVERTIME/COMPENSATORY TIME

Work performed in excess of eight (8) hours in one (1) day or forty (40) hours in a week shall be classified as overtime and shall be compensated in accordance with applicable law.

- 6.8.1** The supervisor shall determine, after consultation with the unit member, whether the unit member shall take compensatory time off at one-and-one-half (1-1/2) times the approved overtime hours (up to a maximum of 240 overtime hours) or be paid at one-and-one-half (1-1/2) times the unit member's regular hourly rate.
- 6.8.2** Any unit member required to work on the sixth (6) or seventh (7) day during the week and whose average work day consists of four (4) hours or more during the work week shall be compensated at the time and one half rate. Those unit members working less than the average of four hours per day during the work week shall be compensated as above on the seventh day only.
- 6.8.3** The maximum 240 overtime hours of compensatory time off, as authorized, shall be taken within twelve calendar months following the month in which the overtime was worked.
- 6.8.4** Unit members may use accrued compensatory overtime within a reasonable time after request so long as it does not unduly disrupt the employer's operation. Cash payment shall be made for hours in excess of the 240 compensatory overtime hours or upon termination of employment.
- 6.8.5** All overtime work must be approved by the unit member's supervisor prior to the assignment.

6.9 DIFFERENTIAL SUBSTITUTE PAY

Differential substitute Pay is the unit member's rate of pay minus the amount paid to an

hourly substitute. The salary actually paid to an hourly substitute shall not exceed the unit member's rate of pay. If no hourly substitute is required or if the substitute utilized is a permanent unit member of the District, the unit member's differential substitute pay shall be their full pay.

No Differential substitute pay will be made during any period of the fiscal year during which the unit member would not be employed.

6.10 OFFER OF ADDITIONAL HOURS

Prior to offering work to substitute or short-term employees, overtime work or extra hours must be offered in the following order: qualified regular unit members working within the department, qualified unit members working within the college/worksites, qualified unit members working within the District.

However, the following situations shall be exempt from the above provision: a unit member whose work extends into overtime may be allowed to continue the assignment with the approval of the supervisor; a supervisor with an overtime assignment that requires specialized skill or ability may offer the opportunity to a unit member qualified to do the work.

- Once a unit member has accepted an overtime assignment, all regular work performance standards for conduct and behavior apply.

6.10.1 Overtime is voluntary. Unit members shall not be disciplined, formally or informally, should they be unable to accept an overtime work assignment.

6.11 OVERTIME FOR POLICE OFFICERS WORKING SPECIAL EVENTS

District unit police officers who work special events will receive compensation at the same rate as San Jose Reserve Officers or be paid their regular rate of overtime pay, whichever is greater.

6.11.1 A special event, for District Police Department purposes, is defined as an on-campus occasion which, by its nature or by the number of attendees and vehicles, demand police resources which exceed those of normal police patrol staffing. Off-duty officers, therefore, must be assigned and compensated. Special event officers are not assigned to normal District Police patrol activities although, being peace officers, they may take enforcement action when they observe violations on or from a campus, where they are working. In such a situation the on-duty District officer(s) may be needed to assist.

6.12 PORAC MEMBERSHIP

The District and CSEA agree that District Police Officers (sworn peace officers) shall be entitled to a reimbursement payment sufficient to cover the monthly cost of membership in PORAC. This will become effective as soon as membership is accepted.

6.13 MEALS AND LODGING

Any unit member assigned by his/her supervisor to conduct District business outside the District shall have the reasonable costs of room, and food, and travel mileage reimbursed at the District-approved current rate. Prior to leaving for such assignment the unit member shall discuss with the supervisor which, if any, expenses shall be incurred and receive approval for these proposed expenses.

6.14 COURT APPEARANCE FOR POLICE OFFICERS

The minimum pay for required court appearances by police officers shall be four (4) hours when the court appearance is not during the officer's regularly scheduled shift. If the court appearance exceeds four hours, the officer shall be paid for all hours required and also paid mileage at the appropriate rate if using his/her personal vehicle. The four (4) hour minimum includes compensation for court preparation time (securing reports, evidence, etc.), transportation time to and from the court.

6.15 SHIFT ROTATION FOR POLICE OFFICERS

Shift Rotation for police officers shall occur within the first 14 days of January and July each year. Implementation of the following rotation order shall have the most senior police officer select one of the below listed shifts. The next selected shift shall be made by the second most senior officer and so on. Computation of Seniority shall be made according to 22.1.5.1 of this agreement.

For the purpose of shift rotation only, the shifts are numbered as follows:

Shift #1: Monday through Thursday 6:30AM to 3:30 PM (SJCC)
Friday 7:00AM – 3:00 PM
Every other Friday off to make up the 80 hours

Shift #2: Monday through Friday 6:30 AM to 3:30 PM (EVC)
Friday 7:00 AM – 3:00 PM
Every other Friday off to make up the 80 hours

Shift #3: Monday through Thursday 2:30 PM to 11:30 PM (SJCC)
Friday 3:00 PM – 11:00 PM
Every other Friday off to make up the 80 hours

Shift #4: Monday through Thursday 2:30 PM to 11:30 PM (EVC)

Friday 3:00 PM – 11:00 PM

Every other Friday off to make up the 80 hours

Police Officers shall work a 9-hour shift. These shifts of nine hours shall not be subject to the overtime provisions per Article 6.8 in terms of work performed in excess of eight (8) hours per day or forty (40) hours in a week. Any time worked over the 9-hour shift will be subject to overtime pay.

Shift rotations shall be in sequential order as set below effective the rotation date following ratification:

January
#1 Officer A
#2 Officer B
#3 Officer C
#4 Officer D

July
#1 Officer B
#2 Officer C
#3 Officer D
#4 Officer A

January
#1 Officer C
#2 Officer D
#3 Officer A
#4 Officer B

July
#1 Officer D
#2 Officer A
#3 Officer B
#4 Officer C

January
#1 Officer A
#2 Officer B
#3 Officer C
#4 Officer D

ARTICLE 7

BENEFITS

7.1 ELIGIBILITY

The District shall provide all eligible unit members and their dependents with benefits as specified in this article. All premiums shall be fully paid by the District.

7.1.1 **Eligible unit members:** unit members employed at least half-time (20 hours or more per week) for at least 32 weeks (160 days) per fiscal year.

7.1.2 **Eligible Dependents: (Medical, Dental, & Vision):** An eligible unit member's spouse or domestic partner or child through the month the child turns age 26 for natural child, adopted child or step-child (subject to the eligibility provisions of the District's contract with the Self-Insured Schools of California ("SISC") III Joint Powers Authority ("JPA")).

7.2 MEDICAL BENEFITS

The District shall provide each eligible unit member and their eligible dependents with medical benefit coverage through the SISC III JPA. Medical Benefit coverage shall become effective as of the first day of the calendar month following the month in which service to the District first begins.

7.2.1 SISC Joint Powers Authority

The District joined the SISC III JPA to provide the following coverage options for eligible unit members, eligible dependents, and eligible retirees: Medical plans (Kaiser Permanente and & Anthem Blue Cross effective July 1, 2018); Dental plan (Delta Dental, effective October 1, 2018); and Vision plan (VSP, effective October 1, 2018).

7.2.2 Medical Benefit Plans

CSEA members may choose between two plan offerings and may make a selection each year during open enrollment. As of July 1, 2019, the plan offerings are:

Anthem Blue Cross – SISC 100-B \$10 Anthem Classic PPO per Summary of Benefits description.

Kaiser Health Plan – Kaiser Permanente Traditional Plan \$10 DOV 10 100 DayRX (SISC) per Disclosure Form.

In the event the SISC Joint Powers Authority decides to no longer offer either of the above health plans, CSEA and the District shall negotiate.

A description of plan benefits for the most current year can be found in Appendix C and on the District's Human Resources website under Benefits.

7.2.3 Medical Benefits Waiver Allowance – SUNSET

The District and CSEA agree to sunset this benefit waiver allowance effective June 30, 2011. Unit members utilizing this waiver allowance as of June 30, 2011 were grandfathered into this program until the unit member separates from the District or enrolls in a District medical plan. If a current participant elects in any one year to forego the medical benefit waiver, the unit member forfeits any future ability to reclaim the waiver. During each regular open enrollment period, participant unit members must provide proof of other qualifying coverage to the Benefits Coordinator in Human Resources.

In the event that an eligible unit member who retained the Health Benefit Waiver experiences a loss of their other individual coverage, the unit member shall enroll in a SISC approved plan within 30 days of the loss of coverage. In the event that an eligible unit member experiences any other qualifying event, such as a change in family status, the eligible unit member may, within 30 days from the qualifying event, enroll in a SISC approved plan. Once an employee cancels their Health Benefit Waiver and enrolls in a District medical plan, they shall not be permitted to switch back to the Health Benefit Waiver at a later date.

7.3 DENTAL BENEFITS

The District shall provide a dental care plan for the unit member and their eligible dependents based on benefits substantially equal to the Self-Insured Schools of California III (SISC III) Delta Dental Plan effective October 1, 2018.

7.4 VISION CARE BENEFITS

The District shall provide a vision care plan for unit members and their eligible dependents substantially equal to the Self-Insured Schools of California III (SISC III) VSP effective October 1, 2018.

7.5 LIFE INSURANCE

The District shall provide a group term life insurance program for unit members based on age and salary as follows:

Under age 50	150% of salary
Age 50 but less than 60	100% of salary
Age 60 but less than 65	50% of salary

Age 65 but less than 75	25% of salary
Age 75 and over	25% of salary

7.6 EMPLOYEE ASSISTANCE PROGRAM

Eligible unit members enrolled in a District medical plan receive access to the Employee Assistance Program provided through the SISC III JPA plan.

7.7 VOLUNTARY BENEFITS

The following benefits are voluntary and may be individually paid by eligible unit members through payroll deductions:

7.7.1 Supplemental Life Insurance

The District will make available a supplemental life insurance plan for unit members to voluntarily apply for and purchase additional coverage for the unit member and eligible dependents. All premiums for supplemental life insurance under this provision will be paid by the unit member who enrolls by payroll deductions.

7.7.2 Flexible Spending Account

Benefit eligible unit members may annually elect to have pre-taxed dollars deducted from their paychecks to fund a Medical Reimbursement Account, a Dependent Care Account and/or a Transportation Account in accordance with IRS section 125 guidelines /regulations.

7.7.3 Supplemental Retirement Plan

7.7.3.1 Unit members who work 20 hours or more per week may voluntarily participate in a deferred compensation plan (457 plan) through CalPERS, TIAA-Cref, or Valic in accordance with IRS 457 plan guidelines/regulations.

7.7.3.2 Unit members who work 20 hours or more per week may voluntarily participate in a tax sheltered annuity (403b) plan in accordance with IRS 403b guidelines /regulations.

7.8 LONG TERM DISABILITY INSURANCE

The District shall provide each eligible unit member long-term disability insurance as follows:

7.8.1 A benefit of 2/3 of the unit member's basic monthly earnings, to a maximum payment of \$5,000 per month. "Basic monthly earnings" means 1/12th of the unit member's annual base salary.

- 7.8.2** Such benefit shall be payable after 90 consecutive calendar days or the end of all paid leave, whichever occurs last.
- 7.8.3** In the event the disability is caused by a work-related injury, the entitlement to the long-term disability benefit shall be reduced by the amount of Workers' Compensation benefit received.
- 7.8.4** The long-term disability benefit provided under this section shall be payable according to the following

Age When Disabled	Benefits Payable
Prior to Age 60	To Age 65
Ages 60 - 64	60 months
Ages 65 - 67	To age 70
Age 68 and over	24 months

- 7.8.5** Following the exhaustion of applicable paid leave, the District shall continue its contribution rate for medical benefits for up to ninety (90) calendar days of an approved long-term disability. This provision does not begin anew if the same long-term disability is broken by active service of up to two fiscal years.

7.9 WORKERS' COMPENSATION

Unit members are protected under provisions of California Workers' Compensation Insurance Law. Injuries must be reported by the unit member immediately to his/her supervisor and the Benefits Coordinator in Human Resources.

7.10 BENEFITS DURING UNPAID LEAVES AND UNAUTHORIZED ABSENCES

- 7.10.1** Benefits paid by the District are in effect only when a unit member is in an approved District-paid status or unpaid status covered by State or federally mandated law.
- 7.10.2** During unpaid leaves of absence not covered by State or Federally mandated law or unauthorized absence, the District shall not contribute toward the cost of any benefit.
- 7.10.3** A unit member on an authorized unpaid non-medical leave of absence may continue coverage by paying in advance to the District, the full cost of monthly premiums. If payments are not made in a timely manner, coverage may be terminated by the District. If the District finds a unit member on an approved leave has taken another primary job, the District will end the leave and terminate benefit coverage.

7.11 CONTINUATION OF BENEFITS UPON LAYOFF

The District shall continue its contribution rate for medical benefits for the two consecutive calendar months subsequent to the effective date of layoff. Such benefits shall be limited to unit members laid off under provisions set forth in Article 22, Section 22.1.2.

7.12 DISTRICT BENEFITS COMMITTEE

The committee shall be comprised of constituency groups, CSEA, FA and MSC if any group chooses to participate. The committee shall be comprised of three members from each group, and the Associate Vice Chancellor of Human Resources or designee, who shall serve as coordinator and the Human Resources Benefits Coordinator. The purpose of the committee is to serve as an advising committee to the constituency groups and to research trends and options in the area of employee benefits.

ARTICLE 8

WORK SCHEDULE

8.1 LENGTH OF WORK YEAR

The normal work year shall begin on July 1 and ends twelve (12) months later on June 30.

8.2 WORK WEEK AND HOURS PER WORK DAY

The normal workweek for all classified unit members will be Monday through Friday for eight hours per day. The normal workday for classified unit members will be from 8:00 am to 5:00 pm. The normal operating hours of the District include evening and weekends. When duties and responsibilities of newly posted positions can be accommodated by an 8 through 5, Monday through Friday schedule, the District will post the positions as such. However, individual hours and days within a department may vary according to the needs of programs and services resulting in alternative work schedules. Such special schedules will be explained in job announcements and shall follow a set schedule. Changes to that schedule shall only be made in accordance with 8.3 and 8.8 of this Article.

8.2.1 It is the intent of this provision to ensure that unit members work only one weekend day/shift and thus not to establish positions that require both Saturday and Sunday work. If such a position is needed, it can only be established after negotiating a signed agreement with CSEA. Before the District establishes a position that is less than full-time, it shall inform CSEA about the need for the position.

8.2.2 These provisions do not restrict the extension of a regular schedule to an overtime basis when it is necessary to carry on the business of the District. No unit member shall be required to work two (2) consecutive eight (8) hour shifts or more unless mutually agreed otherwise. These provisions exclude police and traffic officers.

8.3 DISTRICT INITIATED WORK SCHEDULE CHANGE

Short-Term Schedule Adjustment

The supervisor may temporarily revise the working schedule of a unit member in a particular classification for a maximum of forty-five (45) working days, within the fiscal year, by four hours either immediately prior to or immediately after the normal work schedule provided the supervisor gives the unit member and Union five (5) days prior notice and meets with the unit member and the Union to explain the reason for the change. Revision of the unit member's work schedule beyond forty-five (45) days shall

be subject to negotiation with the Union. Present shift practices affecting Police Officers and other unit members shall not be changed as a result of this clause.

8.3.1 It is the intent of the parties to this agreement that changes in the work schedule of 45 days or less are temporary changes.

8.3.2 It is also the intent of the parties; that such changes in the work schedule would not be made for the purposes of avoiding overtime or extra time that regular unit members would otherwise be available to work.

Long-Term Schedule Adjustment

The supervisor may revise the working schedule of a unit member in a particular classification provided the supervisor gives the unit member and the Union 45 days prior notice.

Within five (5) working days of the notice, the supervisor shall schedule a meeting with the unit member and the Union to discuss the reason(s) for the change and to allow an opportunity for the employee to express any concerns regarding the impact and effect of the change. As a result of the meeting, the supervisor may reconsider the schedule adjustment.

The proposed schedule adjustment is limited to four hours either immediately prior to or immediately after the normal work schedule. The adjusted schedule is to be regular and set. Split shifts are not permissible.

The schedule adjustment for the unit member is not to exceed six months. The schedule adjustment must have a specific begin and end date. Upon completion, the unit member shall be exempt from a long-term schedule adjustment for a period no less than twelve months from the end date of the altered work schedule. However, revision of the unit member's work schedule beyond six months may be done by mutual agreement *between (1) the supervisor and (2) the unit member and the Union* for a designated period of time.

A unit member subject to a long-term work schedule adjustment shall be entitled to a 7.5% differential for the period of the schedule adjustment.

It is also the intent of the parties; that such changes in the work schedule would not be made for the purposes of avoiding overtime or extra time that regular unit members would otherwise be available to work.

Any permanent work schedule change shall be subject to negotiation with the Union. Present shift practices affecting Police Officers and other unit members shall not be changed as a result of this clause.

8.4 REST PERIOD

A single rest period of fifteen (15) minutes is granted during each four (4) hour period of a working day. Rest periods, if not taken, cannot be used to increase the length of the lunch period nor to shorten the assigned work hours of the work day. Appropriate times for rest periods for unit members shall be arranged by the immediate supervisor after consultation with the unit member.

8.5 TIME OFF FOR MEALS

All unit members working the normal work week set forth in this Article shall be entitled to an unpaid, duty-free meal break of no more than sixty (60) minutes, scheduled approximately near the middle of the work shift, unless otherwise mutually agreed with the unit member(s) involved.

Unit members whose assigned daily work schedule is five (5) hours or less may elect to work their total shift without a lunch period with the prior approval of the supervisor.

8.6 CALL BACK TIME

When a unit member is required by a manager or supervisor to return to work after the regular work day has been completed, or on a weekend, the unit member shall be paid a minimum of three (3) hours, to be paid at the appropriate rate (overtime if appropriate).

8.6.1 While on call back time, a unit member shall be financially compensated at the IRS rate for mileage to and from the District site.

8.6.2 Carrying a District authorized cellular phone after normal working hours shall be entirely voluntary. If a unit member agrees to carry a cellular phone, the unit member shall be paid a minimum of two (2) hours at the appropriate rate (overtime if appropriate). Multiple calls do not add additional hours.

8.6.3 While carrying a District authorized cell phone, if the unit member is called back to work, he/she shall be entitled to a minimum of three hours pay at the appropriate rate (overtime if appropriate) in addition to the two hours paid for carrying the cell phone.

8.7 ADJUSTMENT OF ASSIGNED TIME

A unit member who is required to work a minimum 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.

8.8 UNIT MEMBER INITIATED ALTERED WORK SCHEDULE CHANGE

A unit member may request an altered work schedule that does not result in an increase or decrease in the number of hours worked in a normal work week. Such a request is to be made to the supervisor/manager for approval. The request is to include the proposed work schedule and a start and end date for the schedule to be in effect.

The work schedule may be altered for a designated time period, not to exceed twelve (12) months, by mutual consent of the unit member, the immediate supervisor/manager, the CSEA Chapter President or designee, and the Vice Chancellor of Human Resources or designee (Form).

8.8.1 The form is to be routed by the unit member as follows:

1. Supervisor – return to unit member
2. CSEA President or designee – return to unit member
3. Human Resources

Human Resources to notify unit member, supervisor and CSEA President or designee confirming the effective date.

8.8.2 The altered work week schedule may be renewed for a designated period of time by the unit member submitting a new request (form). If the altered work week schedule is renewed, all parties must agree to the change.

ARTICLE 9

UNIFORMS, TOOLS & EQUIPMENT

9.1 UNIFORMS

The District may require unit members to wear uniforms while performing assigned work duties.

9.1.1 If the District requires a unit member to wear a uniform, identification badges, cards, or emblems or to use special equipment or tools, initial costs and reasonable costs of maintenance and replacement shall be borne by the District.

9.1.2 For skilled trades, maintenance warehouse, grounds and custodian unit members, the District shall provide a minimum of five (5) shirts and five (5) pants in fall term, one (1) jacket every two years and one (1) pair of safety footwear between 12 and 15 months. Safety footwear may be requested sooner by the unit member to the supervisor, if safety is a concern.

9.2 TOOLS, EQUIPMENT & VEHICLES

The District agrees to provide tools, equipment and supplies reasonably necessary for performance of employment duties.

9.2.1 Damage and/or loss of tools and equipment shall be reported to the appropriate supervisor/administrator.

9.2.2 Removal of tools, equipment, or vehicles for personal use is only permitted with prior authorization from the appropriate supervisor/administrator.

9.3 UNIT MEMBER'S PERSONAL PROPERTY

No personal tools, equipment and supplies are to be used on the job during the performance of official duties.

9.4 PHYSICAL EXAMINATIONS

The District agrees to pay the cost of any District-required medical examination not fully covered by the unit member's District-provided medical plan.

9.5 HOLD HARMLESS CLAUSE

The District shall insure against the personal liability of unit members of the District for damages for death, injury to a person, or damage or loss of property caused by the

negligent act or omission of the unit member when acting within the scope of his/her employment.

ARTICLE 10

UNIT MEMBER SAFETY

10.1 SAFETY AND HEALTH

The District shall make provisions for the safety of unit members during their employment in accordance with Cal-OSHA guidelines.

10.1.1 If a unit member believes a safety procedure is inadequate or a safety hazard exists, he or she shall report this, in writing, to their immediate supervisor who will take the appropriate action. Should the administrative supervisor's action be considered unsatisfactory, the member may present the problem in writing to the Human Resources Director for further consideration and action. The Director's findings shall be reported to the unit member in writing.

10.1.2 Unit members will not be subject to any punitive action for making or filing any complaint involving an unsafe working condition. Nothing in this Article shall preclude a unit member from filing a Cal-OSHA claim.

10.1.3 Any safety committees formed at the colleges under Federal and State guidelines shall include classified unit representation.

10.2 REPORTING A WORK RELATED INJURY

It is the responsibility of the unit member to report to his/her manager all work related accidents on the day of the accident.

10.2.1 In the event an accident is so serious that the unit member is unable to report it within twenty-four (24) hours, it shall be the responsibility of the supervisor of the unit member to report the accident to the proper authorities.

10.3 EMERGENCY SITUATIONS

In emergency situations that are other than natural disasters, the role of classified unit members is as follows:

10.3.1. Help evacuate students and other employees.

10.3.2. Assemble at pre-assigned campus or other location.

10.3.3. After an area has been secured and deemed safe, classified unit members may be assigned to assist police, administrators and faculty during normal work hours.

10.3.4. Classified unit members may not leave unless dismissed by the administrator-in-charge.

10.3.5 In the event of a natural disaster, provisions of state law shall take precedence.

10.4 CONTROLLED SUBSTANCE AND ALCOHOL TESTING PROGRAM

CSEA and the District agree that covered unit members will comply with the Procedures for Controlled Substance and Alcohol Testing negotiated by the parties. The Procedures are hereby incorporated into this Agreement by reference.

ARTICLE 11

HOLIDAYS

11.1 DESIGNATED HOLIDAYS

All unit members shall be entitled to the following eighteen (18) paid holidays:

January 01
Martin Luther King Jr. Day
Friday in February prior to Washington's Day
Third Monday in February known as Washington's Day
Thursday of Spring Break known as Native American Day
Friday of Spring Break known as César Chavez Day
Last Monday in May, known as Memorial Day
July 4, known as Independence Day
First Monday in September known as Labor Day
September 9, or another day known as Admissions Day
November 11 or another day known as Veteran's Day
That Thursday in November this is proclaimed as
Thanksgiving Day and Friday following Thanksgiving Day
December 24
December 25
December 31
A Floating Holiday annually set
A Board-granted holiday during Christmas-New Year's break.

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

11.1.2 Additional Holidays

Unit members shall be granted as holidays each day appointed by the President, or the Governor of the State as provided in Ed. Code Section 79020, Sub Section (b) and (c) for a public fast, thanksgiving or holiday, or any day declared a holiday under Section 79022 of the California Education Code for Classified or Academic employees.

11.1.4 Christmas and New Year Holidays

Members in the bargaining unit, who are not normally assigned to duty during the school holidays of December 24, December 25, December 31, and January 1, shall be paid for those holidays provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

11.2 COMPENSATION FOR HOLIDAYS

Holiday pay shall be equivalent to the number of hours usually worked per day. Unit members shall be entitled to specified holidays and Board-granted holidays with pay, providing the holiday falls during their normal work week and during their assigned work calendar year and they are in paid status during the working day immediately before and/or the working day immediately after the holiday.

11.2.1 If a unit member/s is/are required by their supervisors to work on a holiday, they shall receive their regular rate of pay and, in addition, one and one-half (1-1/2) times their regular rate of pay for working on a holiday. If unit members do work and are paid overtime for working on a holiday, they shall not receive an additional day off.

11.2.2 Should a holiday or Board-granted day off occur while a unit member is absent from work because of paid sick leave, vacation, or other paid leave of absence, the holiday shall be considered as time worked and shall not be deducted from the unit member's other paid leave of absence.

11.2.3 If a unit member is assigned to a scheduled work day that deprives him/her of a holiday to which he/she would otherwise be entitled, the unit member shall be provided a substitute holiday within his/her normal work schedule and where possible, within the work week the normal holiday occurred.

11.2.4 If a holiday falls on other than an assigned work day during the term of the unit member's work calendar, he/she shall be provided with substitute hours of holiday leave within the normal assigned work days, if possible during the week in which the holiday occurs. If the holiday falls on an assigned work day, he/she shall receive prorated holiday leave and may take earned vacation leave or earned compensatory time for any additional hours required to fill the rest of the day. If no leave time is available, the unit member's salary shall be reduced at his/her regular hourly rate for the hours not earned.

11.2.5 Notwithstanding the provisions of this article, bargaining unit members shall have the right to refuse to work on any holiday provided for in this Agreement with the exception of Campus Police Department personnel who will be assigned holiday coverage on a rotational basis.

11.2.6 Definition of the Term “Rotational Basis”

- 11.2.6.1** The Campus Police Department shall establish and post a list of officers beginning with the most senior officer and ending with the least senior officer.
- 11.2.6.2** The Department shall establish and post a list of dispatchers beginning with the most senior dispatcher and ending with the least senior dispatcher.
- 11.2.6.3** Holiday assignments shall be offered first to the most senior officer or dispatcher and thereafter shall be offered to the next officer or dispatcher in descending order.
- 11.2.6.4** An officer or dispatcher who accepts or rejects such an assignment shall have his/her name moved to the bottom of their respective list and not offered another assignment until all persons on each list have been offered an assignment and have accepted or rejected such offer.
- 11.2.6.5** If no one accepts a holiday assignment, the Police Chief may make the assignments to the officer or dispatcher whose name appears at the bottom of their respective list. A mandatory assignment may not be given to the same person more than once until each person on the list has received a mandatory assignment.

ARTICLE 12

VACATION

12.1 VACATION CALCULATION

Regular classified unit members shall earn vacation at a rate of .03846 for each hour worked (maximum of 10 days per fiscal year or 80 hours per employment year). A regular unit member in a paid status for less than full-time shall receive the same rate of vacation accrued; however, the rate of paid leave will be applied to the total hours employed. (Example; a unit member earns .03846 hours of vacation for each hour worked.) Regular unit members upon completion of one (1) year of employment with the District shall be granted a maximum of fifteen days or 120 hours per year. (The hourly equivalent rate for 15 days a year would be .05769 hours of vacation for each hour worked. Further increases in vacation earning based on the number of years completed in employment with the District would be as follows:

<u>Years</u>	<u>Per Hours Worked</u>	<u>Vacation hours</u> <u>Maximum</u>
0 – 1	.03846	80 hrs (10 days)
2 – 4	.05769	120 hrs (15 days)
5 – 7	.06923	144 hrs (18 days)
8 – 10	.07692	160 hrs (20 days)
11 & up	.08461	176 hrs (22 days)

12.2 VESTING

Earned vacation shall be accrued effective immediately upon commencement of employment, but shall not become a vested right nor may it be taken until the completion of six months of employment in paid status.

12.3 ACCRUAL

12.3.1 Vacation accrual may not at any time exceed a total of 336 hours. Unit members will cease to earn further vacation until their accrual decreases below the total of 336 hours.

12.4 APPROVAL AND USAGE

12.4.1 It is the responsibility of unit members to schedule and use their vacations.

12.4.2 Vacation requests must be made in writing using a Leave request form. (Appendix D).

12.4.3 Unit member vacation request shall be granted in accordance with the following procedures:

12.4.3.1 A supervisor may deny any request for vacation during peak period times. These peak period times shall be defined as follows:

Campus-based unit members: 2 weeks prior to and 2 weeks after the beginning of Fall and Spring semesters

District Office unit members: Purchasing – June
Accounting – July
Budget – August
Payroll – January
ITSS – Spring Break
District Office departments not listed above, should follow requirements for campus based unit members.

12.4.3.2 If the supervisor fails to respond to the vacation request within two weeks of its receipt, the request will be granted.

12.4.3.3 Supervisors are responsible for providing every reasonable opportunity for unit members to take vacations each year. Unit members shall make specific vacation requests in writing to their supervisors within a reasonable amount of time prior to the requested time-off. The policy and practice of the District is to grant unit members the opportunity to use accrued vacation so long as the scheduling of vacation does not interfere with the operational needs of the department. With the exception of Section 12.4.3.2 supervisors must approve the time off before it is taken.

12.4.3.4 Vacation requests shall not be approved for unit members who do not have sufficient accrued vacation time.

12.4.3.5 Once the vacation request has been granted, it may not be rescinded, unless under circumstances agreed to by HR and CSEA.

12.4.4 Vacation shall be granted on a first-come, first-serve basis. If two or more unit member request the same vacation time, on the same day, the supervisor may:

Grant the requests

Grant request/s for the more senior employee using District hire date

If, the unit members have the same hire date; the supervisor shall draw a lot in the presence of all affected unit members to make the determination.

12.5 REMUNERATION

Remuneration shall not be paid for unused vacation except that, upon separation from service, the unit member shall be entitled to lump-sum compensation for all earned and unused vacation, provided that the unit member has completed six months of employment in regular status. The District will accept as the date of separation from employment to be the last day on the job.

ARTICLE 13

ABSENCES FROM WORK

13.1 GENERAL PROVISIONS

The District will grant paid and unpaid leaves of absence for the purposes outlined and subject to the conditions set forth in this Article.

13.1.1 No absence under any paid leave provisions of this Article shall be considered as break in service for any unit member who is in paid status, and all benefits of this agreement shall continue to accrue under such absence. During such leave a unit member may return to his/her classification.

13.1.2 During unpaid leaves of absence, the unit member will not accrue vacation, sick leave, holidays or other leaves, or length of service credit, or medical benefits, unless required by state or federal regulations.

13.1.3 The approval of the immediate supervisor shall be obtained in advance of any absence from work unless the necessity for such absence cannot be reasonably anticipated in advance.

13.1.4 In situations where the necessity for such absence cannot be reasonably anticipated in advance, the unit member shall report the absence to the supervisor prior to the normal starting time. If the unit member is unable to report the absence, the unit member may designate someone to provide the report.

13.1.4.1 Failure to report the absence within an hour of the starting time of the unit member's shift may result in ineligibility for paid leave and may be considered to be an unauthorized leave. Such absence shall be recorded on the attendance report as unauthorized leave which signifies no pay.

For example if the unit member's starting time is 8:00am the unit member must report the absence no later than 9:00am or it may be considered unauthorized leave.

13.1.5 The unit member shall not be absent from work during his/her assigned working hours except as otherwise provided in this Section. Any other absence shall constitute an unauthorized absence. If a unit member is absent for three consecutive working days without authorized leave, or without notifying his/her supervisor, the absence will constitute an automatic resignation. The unit member may request reinstatement from such a resignation within ten (10) days of the effective date of the resignation. Reinstatement may be granted only if

the unit member makes a satisfactory explanation of the cause of the absences and/or the failure to notify his/her supervisor.

- 13.1.6** The supervisor may, with reasonable cause, require a unit member to submit evidence of the reason for and the continued necessity for the absence.

13.2 SICK LEAVE

- 13.2.1** Sick Leave – Earned. "Earned" sick leave is the number of hours the unit member shall be entitled to earn each month at their full rate of pay for illness or injury.

13.2.1.1 For Full-Time Unit Members. Unit members scheduled to work (40) hours per week, twelve (12) months per fiscal year shall be entitled to eight (8) hours per month for a total of ninety-six (96) hours of sick leave per fiscal year. A unit member employed for less than a full fiscal year is entitled to that proportion the number of months of employment bears to 12 months.

13.2.1.2 For Less Than Full-Time Unit Members. Regular unit members scheduled to work less than forty (40) hours per week and/or less than twelve (12) months per full fiscal year are entitled to that proportion of ninety-six (96) hours of "earned" sick leave per fiscal year as the unit member's number of scheduled work hours relates to a full time work schedule.

13.2.1.3 For Probationary Unit Members. Probationary unit members who are scheduled to work forty (40) hours per week, twelve (12) months per fiscal year, shall not be eligible to use more than forty-eight (48) hours of sick leave during the first six (6) months of their employment. Probationary unit members working less hours shall be entitled to take a proportionate amount.

13.2.1.4 Reduction During Leave Without Pay. Sick leave entitlement shall be reduced by one (1) day for each calendar month a unit member is on leave without pay.

13.2.1.5 When Taken. Except as provided in 13.2.1.3, sick leave that will be allocated on July 1st, need not be earned prior to the unit member taking such leave and such leave may be taken at any time during the fiscal year.

13.2.1.6 Medical and Dental Appointment. When it is impossible for a unit member to schedule a medical or dental appointment at a time other than working hours, he/she may use earned illness absence time. The unit member shall notify the supervisor of the pending absence in advance of the medical or dental appointment. When

the need for absence cannot be anticipated, the unit member shall notify the supervisor at the earliest reasonable opportunity.

13.2.2 Sick Leave – Accumulated. Accumulated sick leave is the unused sick leave which was earned but not used from the previous year(s).

13.2.2.1 Carry-over. Accumulated sick leave carries over to the new fiscal year at the unit member's full rate of pay for illness or injury. There is no maximum to the number of "accumulated" sick leave hours at full pay which a unit member may accrue.

13.2.2.2 Transfer of Sick Leave Credit. Any unit member who served in the classified services of another California school district immediately preceding his/her employment with San Jose/Evergreen Community College District may have transferred to San Jose/Evergreen Community College District the unused portion of any accumulated sick leave. Any transfer must be completed within one year of the unit member's hire date.

13.2.2.3 Separation From District. If a unit member is separated from the District prior to rendering a complete fiscal year of service, the leave of absence entitlement for the partial year shall be that proportion of twelve (12) days' leave as the number of months in the fiscal year he/she is employed bears to twelve (12). In the event a unit member terminates employment with the District after having used more illness absence hours than the number which he/she has earned, the unearned portion shall be deducted from the unit member's final warrant. If no salary is due the unit member who has used more illness absence hours than the number earned, the unit member shall be billed by the District for the amount which the District has overpaid.

13.2.2.4 Unused Sick Leave. At the time of retirement each unused day of sick leave will be certified by the District to be applied for additional service retirement credit under PERS or STRS.

13.2.3 Report of Illness Absence. An absence report for illness absence credit shall be made by the last working day of the month, and signed by the unit member and the supervisor.

13.2.4 Medical Certification. The district may, with reasonable cause, require a medical certificate verifying any illness, or medical/dental appointments claimed by a unit member

Unit members must provide their supervisor with a medical certificate whenever they are absent for five (5) consecutive working days.

The medical certificate must state that the unit member is receiving medical care and the inclusive dates when the unit member is unable to work because of a medical condition and the date the unit member is to return to work.

13.2.5 Whenever the unit member has used all illness absence credit to which he/she is entitled, the absence shall be charged against accrued vacation, if any. When both allowable illness absence and vacation time have been exhausted, deductions for time loss shall be made from the unit member's salary. A regular unit member who is on an unpaid leave of absence granted by the Governing Board shall retain all illness absence credit earned prior to the leave of absence, but shall earn no credit for illness absence during the leave.

13.2.6 Differential Sick Leave. A unit member who is absent from his/her duties on account of illness or accident, whether or not the absence arose out of or in the course of employment, shall be provided Differential Sick Leave of a maximum of one hundred-ten (110) work days. Differential Substitute Pay is subject to the following conditions:

13.2.6.1 The Differential Substitute Pay shall begin upon the expiration of all accumulated paid leave.

13.2.6.2 The amount deducted from the salary due the unit member shall not exceed the salary actually paid an hourly substitute.

13.2.6.2.1 For the purposes of this section a permanent unit member filling in for an absent unit member who is on differential sick leave shall not be considered a "substitute."

13.2.6.2.2 A non-permanent unit member, hired to fill in for a permanent unit member who is filling in for an absent unit member who is on differential sick leave, shall be considered a substitute for the absent unit member.

13.2.6.2.3 Unit members shall be provided continuing District-paid health benefits as set forth in Article 7 while on approved Differential Sick Leave.

13.2.6.2.4 No Differential substitute pay will be made during any period of the fiscal year during which the unit member would not be employed.

13.2.6.2.5 The Differential substitute pay will be coordinated with the Income Protection benefits (Long Term Disability Insurance Article 7.8).

13.2.6.2.6 The Differential substitute pay is cumulative and does not begin anew when broken by active service within the fiscal year. The Differential substitute pay does not begin anew for the same accident or illness if an absence bridges two (2) fiscal years.

13.2.6.3 The unit member's absence has been certified by his/her doctor.

13.2.6.4 After differential sick leave has been exhausted, the unit member may resign, retire, or apply for an unpaid leave of absence of up to one hundred-ten (110) working days. If the unit member fails to resign, retire or apply for an unpaid leave of absence, or the leave is denied, the unit member shall be placed on a 39-month re-employment list (Article 13.12).

13.3 PERSONAL NECESSITY LEAVE

Upon prior written approval, Sick Leave may be used by the unit member in case of personal necessity. Personal Necessity Leave shall be limited to circumstances that are serious in nature and that the unit member cannot reasonably be expected to disregard, but that necessitate immediate attention, and cannot be taken care of after work hours or on weekends. Emergency circumstances may prevent a unit member from requesting prior written approval. In such cases the unit member shall telephone the District at the earliest reasonable opportunity

13.3.1 Each unit member shall be allowed up to seven (7) days absence each school year for personal necessity. The seven (7) days Personal Necessity Leave shall be deducted from Sick Leave.

13.3.2 The unit member shall submit a completed Personal Necessity Leave Request on the Absence form to their immediate supervisor whenever possible within three working days prior to requesting the leave. This request is subject to the approval of the supervisor.

13.3.3 The unit member may not be required to secure advance permission for Personal Necessity Leave for any of the following reasons. However, the unit member must submit a completed Personal Necessity Leave Request form to their immediate supervisor within three (3) working days after return to duty.

13.3.3.1 Death or Serious illness of a unit member of his or her immediate family as defined in Section 13.3.5.

13.3.3.2 Accident, involving his or her person or property, or the person or property of a unit member of his or her immediate family.

13.3.4 Personal Necessity Leave, except for the reasons stated in (Section 13.3.3.1) shall not be allowed for any day preceding or following a holiday or vacation. Personal Necessity Leave days shall not be cumulative from year to year.

13.3.5 Members of the immediate family shall mean the unit member's spouse or domestic partner, and the son or daughter, brother or sister, parent, grandparent, grandchild, step-parent or step-child, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law of the unit member or the unit member's spouse, or any relative living in the immediate household of the unit member.

13.4 LEAVE FOR NEW PARENTS

13.4.1 Unit members who are new parents ("New Parents") may be eligible to use sick leave to care for their children.

13.4.2 New parents may use current and accumulated sick leave for parental leave, up to 12 workweeks.

13.4.3 New Parents may use leave under this provision only under the following two circumstances:

- i. A biological parent may use leave to care for a child within the first year of the infant's birth
- ii. An adoptive parent may use the leave to care for a child within the first year of legally adopting the child.

13.4.4 To the extent a unit member is eligible for leave pursuant to Article 13.12- Family Medical Leave Act 1993, the entitlement and use of Leave for New Parents shall be satisfied by and run concurrently with leave taken pursuant to Article 13.12- Family Medical Leave Act 1993 and the California Family Rights Act.

13.4.5 Sick leave used for child bonding counts as parental leave and as part of the 12 workweeks.

13.4.6 If a unit member does not have 12 workweeks of sick leave but wants to take a parental leave up to 12 workweeks, he or she may be entitled to differential substitute pay (6.9) for the remainder of the time off if:

- a. The unit member exhausts all sick leave; and
- b. The unit member has been employed by the district for at least 12 months prior to taking the leave. The 12 months do not have to be consecutive.

13.4.7 If a unit member meets both requirements, he or she is entitled to differential

substitute pay for the remainder of the 12 workweeks. Differential Substitute pay under this section is exclusive of differential substitute pay provided by section 13.2.6.

13.4.8 If a unit member does not want to exhaust his or her sick leave for parental leave, the unit member is not eligible for the differential substitute pay. If the unit member meets all of the CFRA child-bonding leave eligibility requirements, he or she may still take up to 12 workweeks of unpaid CFRA leave for child-bonding.

13.4.9 Parental leave counts against the 12 workweek of child-bonding leave under CFRA.

13.4.10 Unit members who have not been employed for at least 12 months may use up to 30 days of sick leave for parental leave. If a unit member has less than 30 days of sick leave, he or she may take unpaid leave for the remainder of the 30 days.

13.5 PERSONAL BUSINESS LEAVE

Beginning July 1, 2011 each bargaining unit member shall be entitled to receive a maximum of three (3) personal business leave each fiscal year.

For the purpose of this section, “personal business leave” means obligations of a unit member that must be performed during regularly scheduled working hours. Circumstances under which personal business days may be used but not limited to are the following:

- a. Emergencies related to the unit member’s home or to his or her immediate family members;
- b. Medical or dental appointments for the unit member’s immediate family members when the nature of the appointment requires the unit member's presence;
- c. Appointments for the purpose of conducting personal legal affairs or financial transactions, or receipt of a summons, subpoena, or other court orders requiring absence from work;
- d. Special family obligations such as attending an immediate family member's graduation or marriage ceremony; and
- e. Observance of a major religious holiday of the unit member’s faith.

The appropriate administrator or supervisor shall require an indication of the reason for personal business leave to be written on the leave request form.

The unit member shall give the supervisor at least three (3) days’ notice prior to taking a Personal Business leave. All personal business leave must have the approval, of the

supervisor. It must be scheduled in advance with the appropriate administrator or supervisor whenever possible. When advance scheduling is not possible because the leave is required to meet an emergency, the supervising manager must be promptly notified that the employee is requesting personal business leave time.

Personal Business Leave shall be deducted from unit member's sick leave. Personal Business Leave shall not accumulate or carry over into the next fiscal year.

13.6 INDUSTRIAL ACCIDENT AND ILLNESS

Industrial Accident and Illness is defined as illness or injury which is supported by a doctor's certificate and which qualifies under Workers' Compensation Insurance as being work-related. In accordance with State Law the District shall carry Workers' Compensation Insurance. All injuries, no matter how trivial, must be reported immediately to the unit member's supervisor and a report of injury filed by the supervisor with the Human Resources Office.

13.6.1 A Classified unit member who has completed one year service with the District shall be eligible for an Industrial Accident and Illness Leave because of occupational injury or illness. The total number of days for one injury or illness shall not exceed sixty working days. Such leave is not cumulative from year to year. Industrial Accident and Illness Leave shall commence on the first day of absence.

13.6.2 Payment for wages lost on any day shall not, when added to an award granted the unit member under the Workers' Compensation laws of this State, exceed the normal wage for the day.

13.6.3 Industrial Accident and Illness Leave shall be reduced by one day for each day of authorized absence regardless of whether a claim has been settled under Workers' Compensation.

13.6.4 If an absence overlaps into a new fiscal year, the unit member will have available to carry over into the next fiscal year only the number of days not used the prior year for the same illness or injury.

13.6.5 The Industrial Accident and Illness Leave of Absence is to be used in lieu of entitlement acquired under the Education Code. When entitlement to Industrial Accident and Illness Leave has been exhausted, entitlement to other Sick Leave shall then be used; but if a unit member is receiving Workers' Compensation he/she shall be entitled to use only so much of his/her accumulated or available Sick Leave, Vacation or other available leave which, when added to the Workers' Compensation award, provides for a full day's wage or salary.

13.6.6 During District-paid leaves of absence, whether Industrial Accident and Illness

Leave as provided in this section, Sick Leave, Vacation or other available leave provided by law, or the action of the Governing Board, the unit member shall retain his/her temporary disability check providing that notice be given to the District that such check has been delivered to the unit member. In this case, the District shall then cause the unit member to receive his/her normal wage or salary less appropriate deductions, including, but not limited to, unit member retirement contributions, and an amount equivalent to the face amount of the temporary disability check, which the unit member has been permitted to retain.

13.6.7 Unit member benefits are to be computed on the basis of the unit member's regular wage or salary while in a paid status, prior to the deduction of any amounts for temporary disability payments. Reduction of entitlement to leave shall be made only in accordance with Section 88192 of the California Education Code.

13.6.8 Any unit member 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, by express written permission, authorized travel outside the State.

13.7 BEREAVEMENT

Each unit member shall be granted necessary time off, with pay, not to exceed three days, or five days if travel of more than three hundred (300) miles one way is required, in the event of the death of any member of the unit member's immediate family as defined in 13.3.5. Said leave shall not be deducted from accumulated sick leave. Such Bereavement Leave days shall be taken consecutively and within thirty (30) days of the death of the qualifying family member.

13.8 JURY DUTY

Jury Duty shall be considered the equivalent hour-for-hour of a day of assigned work. A unit member shall receive full pay when serving as a panel member on a jury in a case before a court of law, provided he/she signs over and remits all compensation received for such jury duty, exclusive of mileage, to the District. The unit member called for jury duty shall immediately report such jury duty notice to the administrator.

13.9 QUARANTINE

A unit member whose place of residence is quarantined by county health officers shall receive full salary during the period of enforced quarantine. If the unit member is not ill, no deduction shall be made from his/her accumulated days of paid illness absence. A statement from a qualified physician and/or public health authorities relative to the quarantine restrictions shall be required in all cases.

13.10 MILITARY LEAVE

Permanent unit members who have been employed continuously for not less than one year immediately prior to the day on which the absence begins and for half-time or more shall be entitled to full pay for the first thirty (30) calendar days of absence for active duty in any one fiscal year. Pay may not exceed 30 days in any one fiscal year. Such leave must be verified by a copy of the military orders requiring military duty.

13.11 UNPAID LEAVES OF ABSENCE

Leaves of Absence without pay may be granted by the Governing Board for a specific purpose and for a designated time period not to exceed one year subject to all the following conditions: a suitable short-term solution is available to accommodate the absence; the absence of the unit member will not reduce the efficiency of the program of the District; and the worker can give reasonable assurance he/she will return to the job.

13.11.1 Administrator - All requests for leaves of absence shall be made in writing to the designated administrator and shall specify the beginning date and return date. The administrator shall review the request and submit a recommendation to Human Resources. All leaves of absence require the approval of the District.

13.11.1.1 Evidence of Necessity for Leave - Supporting evidence or proof of the necessity for the leave, if required, shall be submitted with the letter of request for leave.

13.11.1.2 Status of Unit Member Upon Return - Upon the expiration of an authorized unpaid leave of absence, the unit member shall be returned to the same position in which he/she previously worked providing the unit member has met the conditions under which the Board-approved leave was granted. If the position no longer exists, the person shall be placed on the reemployment list per Section 13.14.

13.11.2 Return from Unpaid Leave - A unit member on Unpaid Leave as set forth in this Section shall notify District Human Resources no less than fifteen (15) working days prior to the termination date of the Leave of his/her intent to return to employment in the District. Failure to so notify the District in accordance with this procedure shall constitute and be considered as abandonment of the position.

13.12 FAMILY MEDICAL LEAVE ACT - 1993

In compliance with the Family Medical Leave Act (FMLA), eligible District unit members may take unpaid leave of up to 12 weeks for qualified medical and family reasons. The purpose of the Family Medical Leave Act is to provide unit members reasonable leave to care for an eligible family member, or the unit member himself or herself, in the event of a serious medical condition, or to enable the unit member to care

for a child within one year of the child's adoption or receipt into foster care. While on leave, unit members are entitled to District paid benefits.

13.12.1 Family Medical Leave is not an additional leave. This means that the leave is granted only to ensure a total of 12 weeks of leave with benefits. For example, if a unit member has taken personal necessity leave of one week, the Family Medical Leave will be for 11 weeks, making a total of 12 weeks of leave.

13.12.2 Eligibility: Unit members who have been employed for at least one year of continuous service by the District are eligible for this leave. Continuous service consists of full-time or part-time employment for the number of months customarily worked by unit members in that job classification. If a unit member separates from service after attaining more than one year of continuous service and is subsequently re-employed by the District, the unit member is not eligible for Family Medical Leave until he or she completes another year of service. They must also have worked at least 1,250 hours within a one year period.

13.12.2.1 Qualifying Events for Purpose of Family Medical Leave

13.12.2.2 The birth or adoption of a child, or the receipt of a child into foster care, within one year of such birth or placement, or

13.12.2.3 The unit member's own serious health condition that makes it impossible to perform essential job functions, or

13.12.2.4 A serious health condition of a unit member's child, spouse, parent or member of the immediate household, which requires the unit member to care for the family member.

13.12.3 Eligible Child

13.12.3.1 A biological, adopted or foster child under the age of 18, or

13.12.3.2 A disabled child of any age, or

13.12.3.3 A child under 18 who is treated as the unit member's child or for whom the unit member has been "in loco parentis"

13.12.4 Application for Leave

A request for Family Medical Leave must be made in writing by completing the Family Medical Leave application form. The application must be submitted to the unit member's administrator and then forwarded to the Office of Human Resources at least thirty days before the requested start of the leave unless the reason for the leave is due to an emergency, in which case the request must be made immediately. The completed application must state the reason for the leave and the beginning and ending dates of the leave.

13.12.5 Conditions of Leave

- 13.12.5.1** A unit member who requests Family Medical Leave for his or her own serious health condition is required to use all available paid time: accrued sick leave, all available comp. time, vacation and differential pay of up to five months total leave. A unit member who requests Family Medical Leave to care for his or her spouse, child, parent or member of the immediate household with a serious medical condition or for the birth or adoption of a child may choose to use sick leave to cover the requested leave period. However he or she must first use all available comp and excess vacation, then personal necessity followed by sick leave. The unit member may also choose to use vacation time before using unpaid leave. At the exhaustion of all above paid leaves, the remainder of the leave - up to a maximum of twelve weeks - will be unpaid. District paid benefits, if applicable, will continue through the duration of the leave on the condition that the unit member returns to work after the leave.
- 13.12.5.2** Only one Family Medical Leave may be taken in each twelve month period. This twelve month period is a forward rolling leave calculated from the date on which the last Family Medical Leave started, or in the case of the first leave, the first date on which the unit member becomes eligible and has a qualifying reason.
- 13.12.5.3** The District may require the unit member to obtain a second medical opinion at District expense. If the two medical opinions conflict; the opinion of a third medical provider, approved jointly by the unit member and the District, may be required at District expense, and the third opinion will be final and binding.
- 13.12.5.4** Leave taken because of the serious health condition of a unit member, spouse, child, parent or member of the immediate household may be taken intermittently or on a reduced schedule when medically necessary. Leave may be counted in full or partial days or full or partial weeks. Leave taken because of the birth or placement of a child may not be taken intermittently or on a reduced schedule leave unless expressly approved by the Director of Human Resources.
- 13.12.5.5** While in unpaid status under Family Medical Leave, a unit member will not accrue additional benefits such as sick leave, vacation, or seniority. However, Family Medical leave is counted as active work status for the purposes of pension vesting or eligibility in pension plans.

- 13.12.5.6** If both husband and wife work for the District, their leave is limited to a combination of twelve weeks for the qualifying event of a birth, adoption, or foster care placement.
- 13.12.6** Medical Certification Statement. An application for leave based on the serious health condition of the unit member or the unit member's spouse, child, parent or member of the immediate household must be accompanied by a Medical Certification Statement completed by a health care provider. The certification must state the date of which the health condition commenced, the probable duration of the condition, and the appropriate medical facts allowed by the law regarding the condition. If leave is for the care of a family member, it should also estimate the amount of time that the unit member will be needed to care for the patient. If leave is for the unit member's own health condition, certification should also state that the unit member is unable to perform the functions of his or her own position. If additional leave is requested beyond the period stated in the certification, the District may require re-certification in accordance with these procedures.
- 13.12.7** Return from or Failure from Leave. The unit member is expected to return to work on the date stated in the application for leave. If the unit member wishes to return earlier, both the unit member's administrator and the Office of Human Resources should be notified at least 5 days before the unit member's planned return. Failure to return from leave without notification may be constructed as an abandonment of the unit member's position. The District will require a certification that the unit member is physically able to return from leave due to the unit member's own serious health condition. However, if a unit member returning from Family Medical Leave due to his or her own serious medical condition is unable to perform the essential functions of his or her job because of a physical or mental condition, the District's obligations to that unit member may be governed by the Americans with Disabilities Act.
- 13.12.8** Reinstatement Rights. A unit member on Family Medical Leave is entitled to be returned to the same position held prior to the leave, if still available, or to a position with equivalent pay, benefits, if applicable, and other terms and conditions of employment, subject to provisions of the Contract. A unit member on Family Medical Leave will not suffer the loss of any other employment benefits that the unit member earned or was entitled to before using the leave.
- 13.12.9** Health Care Benefits (if applicable). District paid benefits will continue during the period of Family Medical Leave. If the unit member does not return from leave and employment is terminated, District paid benefits shall terminate at the end of the month in which they were last in paid status.
- 13.12.10** Coordination with Pregnancy Disability Leave. Family Medical leave is separate and distinct from disability leave for pregnant unit members. Pregnant

unit members may be entitled to a disability leave in addition to the Family Medical Leave. An eligible unit member may be entitled to take a pregnancy disability leave of up to four months and a Family Medical Leave of up to twelve weeks for a combination of approximately seven months.

13.12.11 Reference: The Family Medical Leave Act became effective on August 5, 1993. The California Family Medical Leave Act was amended by AB 1460 to conform the state law to the federal Family Medical Leave Act. These amendments were effective on October 5, 1993.

13.13 CATASTROPHIC ILLNESS LEAVE BANK

13.13.1 Definitions:

13.13.1.1 Catastrophic Illness or Injury means an illness or injury that is expected to incapacitate the unit member or a member of the unit member's family and which incapacity requires the unit member to take time off from work for an extended period of time and creates a financial hardship for the unit member because he or she has exhausted all of his or her sick leave and other paid time off. Catastrophic Illness or Injury includes but is not limited to, heart attack, stroke, kidney failure, cancer, major surgery and/or treatment for life threatening illness or hospitalization as a result of a severe automobile or other accident. Mental stress related to illness, normal pregnancy, and normal illness such as colds, flu, allergies, are excluded.

13.13.1.2 For purposes of this section, "member of the unit member's family" is defined to include only the following: spouse, domestic partner, child, and legal dependents.

13.13.2 Basic Provisions:

13.13.2.1 Any unit member may donate a maximum of 25 days of accrued sick leave credits to the Catastrophic Illness Leave (CIL) Bank in full day (8-Hour) increments. The donor must retain a 40 day balance of sick leave credits after the donation, except that terminating unit members may donate up to the balance of their sick leave. All donations are voluntary and all donated leave becomes the property of the CIL Bank and under no circumstances will be returned to the donor.

13.13.2.2 An eligible unit member may receive a maximum of 40 days of donated sick leave from the CIL Bank for each catastrophic illness or injury. In order to be eligible to receive leave from the CIL Bank:

- (i) the unit member must be a permanent unit member (temporary and probationary unit members are not eligible for CIL);
- (ii) the unit member must exhaust all paid leave;
- (iii) the unit member must not be eligible for worker's compensation benefits or long-term disability benefits.

13.13.2.3 CIL runs concurrently with Family Medical Leave or any leave granted under Section 13.9.

13.13.3 Procedure for Donation:

13.13.3.1 CSEA and the Human Resources Office will conduct an annual solicitation each September 1 through September 30. In addition, CSEA and Human Resources may solicit donations at other times as needed to maintain a sufficient balance.

Any unit member may donate sick leave by submitting a signed donation form irrevocably donating the designated leave to the CIL Bank as per Article 13.13.2.1 as follows:

- a. During an annual solicitation each September 1 through September 30 of each year.
- b. Any time a unit member wishes to donate sick leave to the CIL bank

13.13.3.2 Upon a request by the CSEA President, the Vice Chancellor of Human Resources will provide the balance of the CIL bank to the CSEA Chapter President.

13.13.4 Procedure for Requesting:

13.13.4.1 An applicant shall submit an Application for Leave request to the Vice Chancellor of Human Resources. All requests must be accompanied by a physician's statement verifying the Catastrophic Illness or Injury.

13.13.4.2 The Vice Chancellor of Human Resources and the CSEA President shall review the application and determine if the applicant is eligible for CIL.

13.13.4.3 The identity of a unit member receiving CIL will be kept confidential unless the unit member authorizes release of his or her

identity. Other information related to the circumstances of the Catastrophic Illness or Injury will remain confidential.

13.13.5 Ineligibility to receive CIL:

A unit member is ineligible to receive CIL in the following circumstances:

13.13.5.1 The unit member has received the maximum of 40 days of CIL.

13.13.5.2 The unit member resigns, retires, dies or is otherwise terminated from employment with the District.

13.13.5.3 The unit member returns to work.

13.13.5.4 The unit member withdraws request for CIL.

In the event the bank is exhausted, CIL shall not be granted.

13.14 REEMPLOYMENT LIST

When all available leaves of absence, paid or unpaid, have been exhausted, and if the unit member is not medically able to assume the duties of his/her position, the unit member shall, if not placed in another position, be placed on a re-employment list for a period of thirty-nine (39) months.

When available during the thirty-nine month period, the unit member shall be employed in a vacant position in the class of his/her previous assignment over all other available candidates except for a re-employment list established because of lack of work or lack of funds, in which case the unit member shall be listed in accordance with appropriate seniority regulations.

Any unit member who has been placed on a re-employment list, as provide herein, who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed.

ARTICLE 14

INTRA-DISTRICT TRANSFER POLICY

14.1 STATEMENT OF POLICY

The Intra-District Transfer Policy shall be applicable when, by consensus of the Presidents, in consultation with Human Resources and the appropriate supervisor, a vacancy exists at any college, satellite location or in the District offices, in a lateral position. A lateral position is a position with the same title/classification, and the same hours in the work year that provides no change in the regular rate of pay to the classified unit member.

14.1.1 Transfers may be initiated by individual classified unit members, by the college, and/or District administration when staffing and/or fiscal and/or enrollment conditions necessitate an increased need or a reduction of personnel at a College or in the District offices, and if openings exist at another College or in the District offices for which the staff members involved are classified and qualified. Reasons for transfer under this provision may include, but are not limited to:

desire of individual classified unit member; the physical well-being of the person involved or of other staff members; balance of quality of support services to be rendered at the Colleges; problems of staff morale; and for reasons deemed to be in the best interests of the District.

14.1.2 Voluntary Lateral Transfer (unit member Initiated)

Any classified unit member of the District may apply for a transfer to a vacant position at any District location.

14.1.2.1 A lateral position is a position with the same title/classification, and the same hours in the work year that provides no change in the regular rate of pay to the classified unit member.

14.1.2.2 All appropriately qualified and classified voluntary applicants for transfer shall be considered to be in competition for the position.

14.1.2.3 All requests for transfer must be submitted on a District Classified Application and must be submitted to the Human Resources Office prior to the posted deadline.

14.1.2.4 All qualified unit members shall receive an interview by the screening committee for the vacant position.

- 14.1.2.5** Unit members who are applicants for transfer, if not selected, shall upon request be given a written statement listing the reasons(s) for their non-selection.

14.1.3 Involuntary Transfers (Administration Initiated)

The Chancellor shall have the authority to reassign classified unit members. Such assignments shall be made in accordance with the unit member's qualifications and the needs and best interests of the District in providing an effective and balanced educational program.

- 14.1.3.1** Whenever possible, a person selected for involuntary transfers shall be given fifteen (15) working days prior written notification and shall be provided, upon request, an opportunity to meet with the College President and Human Resources to discuss the proposed transfer.

- 14.1.3.2** The actual transfer date of the transferee shall be determined by Human Resources after consultation with the appropriate supervisors.

- 14.1.3.3** In the event that more than one (1) unit member is found to be equally qualified, the most recently employed person shall be transferred.

14.1.4 Concurrent Assignment (Serving at More Than One College)

When concurrent assignment is made, the implementation of such assignment shall be according to the criterion of best meeting the needs of the District and Colleges as determined by concurrence of the Presidents and District Human Resources, after conferring with the appropriate supervisors. The assignment shall be effective upon approval by the Chancellor. Concurrent assignments will be made only after reasonable efforts to meet staffing needs by the reassignment of personnel currently employed at the respective work locations.

- 14.1.4.1** Mileage reimbursement at District approved current rate for the round trip distance between the two colleges shall be paid when concurrent assignment requires the inter-college/district travel on the same day.

ARTICLE 15

HIRING AND ADVANCEMENT

15.1 ADVANCEMENT

The District is committed to providing advancement opportunities for its unit members. This will give unit members an opportunity to gain work experience in a higher level classification if they meet the minimum qualifications for the position.

15.2 INTERNAL PROFESSIONAL DEVELOPMENT OPPORTUNITIES

When a new bargaining unit position is established or an existing position is to be filled for a minimum of two (2) months and a maximum of one (1) year, it will be posted internally.

15.2.1 Internal Professional Development Opportunities are to be offered according to the following guidelines:

15.2.1.1 Offer to permanent, non-probationary unit members within the department. When more than one member within a department meets the needs of the position, notice of the opportunity shall be distributed within the department. A three (3) working day response window shall be provided.

15.2.1.2 Offer to permanent, non-probationary unit members outside the department. Notice of the opportunity shall be distributed to current unit members. A three (3) working day response window shall be provided.

15.2.1.3 When a permanent, non-probationary unit member is not available to perform the necessary assignment, notice shall be listed externally.

15.2.2 The selection process shall include the following guidelines:

15.2.2.1 Notice shall generally mean email notification.

15.2.2.2 Interested unit members are to submit a resume and letter of interest to the appropriate supervisor as indicated on the notice.

15.2.2.3 Upon receipt, the supervisor shall interview qualified internal candidates.

15.2.2.3.1 Interview shall include supervisor and an appropriate unit

member designee. Supervisor may make a recommendation as to the designee.

15.2.2.3.2 Upon completing an Internal Professional Development assignment, a unit member will be ineligible for another Internal Professional Development (“IPD”) Opportunity (as defined in this section) for a period of one year.

15.2.2.3.3 Each unit member may accept a maximum of three (3) Internal Professional Development Opportunities (as defined in this section) during a five-year period.

15.2.2 A unit member selected for the position will accrue seniority in his/her regular classification, not the temporary classification in which the member is serving an IPD assignment. At the end of the IPD assignment, the unit member will return to his/her regular position (at the same campus, department, classification, and pay rate to which they were originally assigned before serving the IPD assignment). If the unit member would have been entitled to a step increase during the period of time in the IPD position, the unit member will be reinstated back to their regular position at that step which he/she would have been due. The unit member shall be placed on the new salary range at the step which provides a salary increase of at least 7.5%; however the salary cannot go beyond the “E” step of the new salary range.

15.2.3 Unit members will apply for IPD opportunities by submitting an updated application by the posted deadline. Unit members will be selected by following the regular screening committee process for external postings with the following exceptions: those unit members who meet the minimum qualifications will be interviewed automatically; if after the interviews the committee determines that more than one candidate still meet the minimum qualifications, the hiring administrator will make the final selection; if there is only one candidate determined to meet the minimum qualifications, that candidate is automatically selected for the opportunity.

15.2.4 Nothing contained herein shall prevent the District from assigning or reassigning a bargaining unit member to a different position within the District. Article 14 establishes procedures for intra-District transfers.

15.3 PROMOTIONS

15.3.1 Permanent Promotional Position: A permanent unit member may be selected to fill a vacant permanent position in a higher classification within the bargaining unit as a result of an open competitive process. A permanent position is a position intended to exist for more than one year. The unit member’s new position will be known as the promotional position.

- 15.3.2 Interview:** All permanent unit members who meet the minimum qualifications for the job will be granted an interview along with those qualified external candidates selected for interviews. Being interviewed does not guarantee that a unit member will be selected for the position.
- 15.3.3 Promotional Probationary Period:** unit members promoted to a higher classification shall serve a promotional probationary period of no less than six (6) months in the promotional position beginning with the first day of service in the position. Time off for holidays, fully-paid sick leave, bereavement, family illness or jury leave shall not extend the promotional probationary period. However, periods of absence for other purposes, such as vacation, shall not be counted in satisfaction of the six (6) month service requirement.
- 15.3.4 Return:** A unit member serving a promotional probationary period shall be entitled to return to his/her prior position within ninety (90) days of the beginning of the promotional probationary period without loss of seniority in the prior position.
- 15.3.5 Evaluation of Probationary Promotional unit members.**
- 15.3.5.1 Timing of Evaluations:** A unit member serving a promotional probationary period shall be evaluated at the end of the third and fifth months of service. Special evaluation reports may be made at other than the specified times when such are deemed necessary by the supervisor or designated manager.
- 15.3.5.2 Satisfactory Performance:** The written performance evaluation report completed at the end of the fifth month of service must indicate satisfactory job performance in order for the unit member to successfully complete the probationary period and to achieve permanent status in the position.
- 15.3.5.3 Effect of Unsatisfactory Performance:** Should the rating at the end of the fifth month of service be less than satisfactory, the unit member may be terminated from his/her promotional position and shall be reinstated to his/her prior position.

ARTICLE 16

PERFORMANCE EVALUATIONS

16.1 REQUIREMENTS FOR PERIODIC EVALUATION

Each classified unit member will be periodically evaluated in accordance with the schedule set forth below in 16.2.

16.2 SCHEDULE FOR EVALUATING UNIT MEMBERS

It is the intent of the evaluation process to help unit members improve their performance.

16.2.1 Probationary New Hire unit members: The probationary period shall be the first twelve (12) months of employment for each new regular unit member. Probationary unit members shall be evaluated three times during the first year of employment; the first two evaluations after the 3rd and 6th months of employment and a final evaluation after eleven (11) months, using the full progress report form.

16.2.2 Probationary Promotional unit members: Unit members promoted to a higher classification pursuant to Article 15.4 shall serve a promotional probationary period of no less than six (6) months in the promotional position beginning with the first day of service in the position. Probationary promotional unit members shall be evaluated at the end of the 3rd and 5th months of employment.

16.2.3 Permanent unit members: After the probationary period, all unit members shall be evaluated annually on the unit member's anniversary date.

16.2.4 Additional Evaluations: Additional performance evaluations may be given whenever requested by the unit member's immediate supervisor, or by the unit member.

16.3 PERFORMANCE EVALUATION REVIEW

Each unit member shall be given a copy of the performance evaluation. A permanent unit member may request a review of his/her evaluation by the administrative officer if he/she has reason to question the overall rating. A probationary unit member may not request a review.

ARTICLE 17

PERSONNEL FILES

- 17.1** Personnel files of unit members shall be maintained at District Human Resources. Such files shall be available for inspection as set forth below.
- 17.2** Every classified unit member shall have the right to inspect his/her personnel file upon request provided the request is made at a time when the unit member is not actually required to render service to the District. Personnel files which may be inspected shall not include ratings, reports, or records which were obtained prior to the employment of the unit member.
- 17.3** Information of a derogatory nature except materials mentioned in Article 17, Section 17.2 above shall not be entered or filed unless the unit member is given written notice and the opportunity to review and comment thereon within a ten (10) day period. A unit member shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. If the District fails to provide appropriate notice as set forth in this Section, the unit member may petition the District to remove the derogatory materials. Furthermore, derogatory information may not be entered into a personnel file more than one (1) year after an event occurred unless the supervisor was unaware of the occurrence of the event.
- 17.4** All classified unit members who want to inspect their personnel files shall make an advance appointment. Personnel files shall be available for inspection during regular office hours each day the office is open for business.
- 17.5** Personnel files shall be confidential and shall be available for inspection only by the unit member, his/her supervisory personnel, or the Union, under the provisions of Article 3, Section 3.4.

ARTICLE 18

GRIEVANCE PROCEDURES

18.1 DEFINITIONS

- 18.1.1** A ‘grievance’ is defined as a complaint of a unit member, unit members, or the Union involving the interpretation, applications, or alleged violation of this Agreement. It is the intent of the parties to resolve grievances equitably at the lowest possible administrative level within an informal and confidential atmosphere. Resolution of matters not covered under this Contract for which other procedures are provided by Federal or State law shall be undertaken through the appropriate procedures.
- 18.1.2** A ‘grievant’ is the initiator of a grievance. A unit member may be a grievant. The Union may also be a grievant if it is grieving the Union’s rights under Article 3 (Union Rights), Article 5 (Organizational Security), or other provisions of this Agreement. When the Union is the grievant, the grievance shall be initiated at Level III.
- 18.1.3** A ‘day’, for the purpose of this Article, is any day in which the District Offices are open for the conduct of normal business.
- 18.1.4** ‘Immediate Supervisor’ is the first level management or supervisory person (not a member of the unit) having immediate job-related jurisdiction over the grievant.

18.2 PROCEDURE: LEVEL I – INFORMAL

- 18.2.1** When a unit member has a grievance, the unit member shall first present his/her grievance in writing to the immediate supervisor within thirty (30) days after the occurrence of the event giving rise to the grievance or after the grievant should reasonably have known of the event. The grievance shall state the circumstances which gave rise to the grievance, the provisions of this Contract, allegedly violated and the remedy sought. Any grievance not consistent with the time limits above shall not be processed by the District.
- 18.2.2** The immediate supervisor shall meet with the unit member in an attempt to informally resolve the grievance. The Union shall be notified of the meeting and a union representative may be present.
- 18.2.3** If the grievance cannot be informally resolved, the immediate supervisor shall communicate his/her decision and the reasons therefore to the unit member and the Union in writing within ten (10) days after receiving the written complaint.

18.3 PROCEDURE: LEVEL II- ADMINISTRATOR

18.3.1 If the unit member is not satisfied with the resolution at Level I, he/she may appeal in writing to Level II, the administrator designated as the next level of supervision, within ten (10) days of receipt of the Level I response. A copy of the appeal shall be furnished by the grievant to the immediate supervisor and the Union.

18.3.2 The designated administrator shall meet with the unit member in an attempt to resolve the issue. The Union shall be notified of the meeting and a union representative may be present.

18.3.3 The designated administrator shall communicate his/her decision and the reasons therefore to the grievant, the Union, and the immediate supervisor in writing within ten (10) days after receiving the written appeal from Level I.

18.4 PROCEDURE: LEVEL III- VICE CHANCELLOR

18.4.1 If the unit member is not satisfied with the resolution at Level II, he/she may appeal in writing to Level III, the Vice Chancellor or his/her designee, within ten (10) days of receipt of the Level II response. A copy of the appeal shall be furnished by the grievant to the immediate supervisor, the designated administrator and the Union.

18.4.2 The Vice Chancellor or his/her designee shall investigate the details of the grievance and may meet with the unit member in an attempt to resolve the issue. The Union shall be notified of the meeting and a union representative may be present.

18.4.3 The Vice Chancellor or his/her designee shall communicate his/her decision and the reasons therefore to the grievant, the Union, the immediate supervisor and the designated Administrator in writing within ten (10) days after receiving the written appeal from Level II.

18.4.4 If the Union initiates the grievance, the Vice Chancellor or his/her designee shall investigate the details of the grievance and may meet with the Union in an attempt to resolve the issue. The Vice Chancellor or his/her designee shall communicate his/her decision and the reasons therefore to the Union in writing within ten (10) days after receiving the written grievance.

18.5 PROCEDURE: LEVEL IV- CHANCELLOR

18.5.1 The grievant may appeal in writing, a Level III decision to Level IV, the Chancellor or his/her designee, within ten (10) days after receiving the Level III decision.

18.5.2 The Chancellor or his/her designee shall investigate the details of the grievance and may meet with the grievant, within ten (10) days of the receipt of the grievance in an attempt to resolve the issue. If the grievant is a unit member, the Union shall be notified of the meeting and a union representative may be present.

18.5.3 The Chancellor or his/her designee shall communicate his/her decision and the reasons therefore to the grievant, the Union, and the immediate supervisor in writing within ten (10) days after receiving the written appeal from Level III.

18.6 PROCEDURE: LEVEL V- BINDING ARBITRATION

18.6.1 If the decision at Level IV is not satisfactory, the unit member(s), within five (5) days after receiving the decision at Level IV, may request in writing that the Union submit the grievance to binding arbitration.

18.6.2 The Union, by written notice to the Chancellor within five (5) days after receipt of the request from the aggrieved, may submit the grievance to binding arbitration. The notice shall include a copy of the original grievance and Level IV appeal, all the decisions rendered, and all other relevant information.

18.6.3 Selection of Arbitrator: If the Union and the District cannot agree on an individual to act as the arbitrator, they shall request an odd numbered list of experienced individuals from the California State Conciliation Service or the American Arbitration Union. The arbitrator shall be selected within ten (10) days by the alternate strike method or by another method mutually agreeable to the parties until only one name remains.

18.6.4 Expenses: The arbitrator shall be asked to formally support or deny the grievance. If the grievance is supported, the District shall pay the full cost of the arbitrator's fee and mutually agreed upon hearing expenses. If the grievance is denied, the Union will pay the full cost of the arbitrator's fee and mutually agreed upon hearing expenses.

18.6.5 Duties of the Arbitrator

18.6.5.1 The Arbitrator will decide the time and place for a hearing at a District location. Unless otherwise agreed to, the hearing will be private and will be conducted in accordance with the Voluntary Rules of the American Arbitration Association.

18.6.5.2 The arbitrator shall not consider any matter outside the scope of the grievance as defined in this Contract, shall confine the decision to the language of this Contract, and shall have no authority to make a recommendation on any other issue. However, this issue as to whether a matter is outside the scope of the grievance is to be determined by the arbitrator.

18.6.5.3 After the close of the binding arbitration hearing, both parties shall, within ten (10) days, have an opportunity to submit written briefs.

18.6.5.4 The arbitrator shall submit the award in writing to all the parties within thirty (30) days after the close of the binding arbitration hearing.

18.7 MISCELLANEOUS PROVISIONS

18.7.1 During the pendency of any proceeding and until a final determination has been reached, all proceedings shall be private unless otherwise agree to by the parties involved.

18.7.2 Any unit member may at any time present grievances to the employer and have such grievances adjusted without the intervention of the exclusive representative (Union) as long as the adjustment is reached prior to arbitration and the adjustment is not inconsistent with the terms of this Contract or the provisions of law, provided that the District shall not agree to a final resolution of the grievance until the Union has received a copy of the grievance and the proposed resolution, and has been given the opportunity to file a response.

18.7.3 There shall be no reprisals of any kind taken against any unit member or Union representative because of participation in a grievance or support thereof.

18.7.4 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit an appeal to the next step of the procedure within the time allocated had the decision been given. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision. Time limits provided in this procedure may be modified by written agreement of all the parties involved.

18.7.5 In the event that a grievance affects more than one unit member, the grievance may be filed on behalf of all affected unit members, and if the grievance affects unit members at more than one work location, it may be initiated at Level II. Grievances concerning the same issue may be consolidated so long as no unnecessary delay is created.

18.7.6 All District documents, communications and records dealing with the processing of a grievance shall be retained in a separate grievance file and shall not be kept in the personnel file of any of the participants.

18.7.7 Forms for filing grievances and other necessary documents shall be prepared by the District following review by the Union and shall be given sufficient distribution so as to facilitate operation of the grievance procedure. The costs of preparing such forms shall be borne by the District.

18.7.8 In the event it becomes necessary to conduct a grievance hearing during the workday, the grievant, a single Union representative, and witnesses shall be granted release time without loss of pay.

ARTICLE 19

DISCIPLINARY ACTIONS

19.1 DEFINITION OF DISCIPLINE

Discipline may be imposed on permanent unit members only for just cause. Disciplinary action primarily relies on actions that are progressive which includes employee conferencing/oral warnings, written warnings, written reprimands, suspensions, involuntary demotions and dismissals. When the incident giving rise to discipline is significant in nature, the resulting disciplinary action may warrant combining or skipping steps in the process. The provisions of this Article apply to permanent, non-probationary workers only.

19.2 CAUSES FOR DISCIPLINE

The continued employment of any permanent unit member is contingent upon proper performance of assigned duties, proper conduct, and personal fitness. Causes for discipline shall include, but not be confined to one or more of the following, which shall be grounds for suspension, demotion or dismissal of any permanent unit member:

- 19.2.1** Abandonment of position. A position shall be deemed abandoned if a unit member fails to report for work without notifying the supervisor for three (3) consecutive days.
- 19.2.2** Abuse or misuse of sick leave or any other authorized leave privileges.
- 19.2.3** Carelessness, willful misconduct, or negligence in the performance of duty, including sleeping while on duty.
- 19.2.4** Conviction of a serious crime by a court of law. A serious crime includes the conviction of a felony, any crime involving moral turpitude, or any crime bringing discredit upon the District. A plea or verdict of guilty or a conviction following a plea of nolo contendere to a charge or a serious crime shall be deemed to be a conviction within the meaning of this section.
- 19.2.5** Displaying discourteous, offensive, or abusive conduct or language toward supervisors, other unit members, students, or the public while in the performance of District employment.
- 19.2.6** Dishonest acts including theft of District property.
- 19.2.7** Engaging in political activities during regular assigned hours of employment.
- 19.2.8** Failure or refusal to perform the normal and reasonable duties of the position.

- 19.2.9** Failure to disclose or falsifying information supplied to the District including, but not limited to, information supplied on application forms, employment records, or any other District records.
- 19.2.10** Failure to meet job qualifications including, but not limited to, failure to possess or keep in effect any required licenses, certificate or other similar requirement specified in the law or the unit member's job description or otherwise necessary for the unit member to perform the duties of the position.
- 19.2.11** For unit members who drive a vehicle in the regular course of their employment: Failure to satisfy the insurability requirements of the District's insurance carrier under the District's regular insurance policies. The District's ability to obtain insurance for the unit member under a high risk or any policy other than the regular insurance policies does not mitigate this failure.
- 19.2.12** Incompetence or inefficiency in the performance of duties.
- 19.2.13** Insubordination (including, but not limited to, refusal to do assigned work).
- 19.2.14** Offering of anything of value or any service in exchange for special treatment in connection with employment, or accepting anything of value or any service in exchange for granting any special treatment to another unit member or to any member of the District staff or the public.
- 19.2.15** Persistent violation and/or refusal to obey District safety rules and regulations.
- 19.2.16** Possession or consumption of alcoholic beverages or illegal drugs on District premises or reporting for service while under the influence of alcoholic beverages, illegal drugs or controlled substances.
- 19.2.17** Repeated and unexcused absence or tardiness.
- 19.2.18** Using the credit, time, facilities, equipment or supplies of the District for the unit member's private gain or advantage or the private gain or advantage of another.
- 19.2.19** Violation of any rule or regulation of the District or provisions of the Education Code or the laws of the State of California in relationship to District employment.
- 19.2.20** Willful damage to public property, waste of public supplies or equipment, or carelessness with District property or funds including misuse of the District computer system.

19.3 PROGRESSIVE DISCIPLINE

Progressive discipline upholds the value of the unit member. By understanding the importance of appropriate feedback and specific information from the supervisor, a unit member has the opportunity to correct deficiencies.

When the unit member fails to self-correct, the discipline regarding poor performance/unacceptable conduct may become more severe. At each step, the cause(s) for discipline and the specific acts of inadequate performance/misconduct giving rise to the discipline shall be clearly identified. Whenever, a unit member meets with a supervisor or manager to discuss performance/conduct issues that may lead to discipline the unit member has the right to be represented.

Progressive discipline shall generally include these steps:

- 19.3.1** Oral Warning/Conference. An informal meeting with unit member and supervisor to discuss performance/conduct concerns and identify the appropriate actions for improvement. This is the lowest level of discipline. A supervisor shall follow-up with a memo that clearly states the cause(s) for discipline, the specific acts of inadequate performance/misconduct giving rise to the discipline, and the expectations for improvement. This memo is not placed in the personnel file.
- 19.3.2** Written Warning. A document issued to the unit member that identifies the cause for discipline, the specific acts of inadequate performance/misconduct giving rise to the discipline, the expected remedies and a reasonable and specific time frame by which improvement is expected. This is the next level of discipline. The written warning is a form of communication between the supervisor and the unit member. This warning is not placed in the personnel file.
- 19.3.3** Written Reprimand. A written document is prepared that identifies the reasons for the reprimand that shall include the causes for discipline, the specific acts of inadequate performance/misconduct giving rise to the discipline, and the previous disciplinary notifications to the unit member. The written reprimand shall be presented to the unit member and a CSEA Steward, if requested, in a meeting with the supervisor at minimum. A copy of the reprimand shall be placed in the unit member's personnel file. The supervisor shall give the unit member in writing the expectations for improvement, and a reasonable and specific period of time to permit the unit member time to correct the deficiency without incurring further disciplinary action. The unit member shall receive notification from Human Resources that he/she has ten days to attach a statement/response to the reprimand.

- 19.3.4** Suspension. This action identifies a specific number of days and a certain time period for an employee to be relieved of his/her duties without pay. The employee shall receive a written notice of charges executed by the Chancellor or designee. Upon return from a suspension, the unit member shall meet with his/her supervisor. The unit member may request CSEA representation at this meeting. The supervisor shall reiterate the reason for the suspension and the behavior or corrective action needed to prevent further disciplinary action.
- 19.3.5** Involuntary Demotion. Placement of a unit member into a lower classification, may be an option if appropriate.
- 19.3.6** Termination. Employment with the District ceases and unit member is dismissed.

19.4 DISCIPLINARY PROCEEDINGS

19.4.1 Notice:

- 19.4.1.1** A recommended disciplinary action shall be initiated and shall be effective for all purposes, except as hereinafter described, when a written notice of said action, executed by the Chancellor or designee, is served upon the permanent unit member to be disciplined.
- 19.4.1.2** Such written notice shall contain the following:
- (a) The specific charges against said unit member in terms of the acts of misconduct with which he/she is charged and the relation thereof to the specific causes for disciplinary action listed above.
 - (b) A statement of a said unit member's right to appeal for a hearing on such charges and enclosed form to be used to request such a hearing.
 - (c) The time within which such hearing shall be requested.
 - (d) If the recommended disciplinary action is termination or a suspension of more than five (5) days, a statement that the unit member may request a *Skelly* conference or may submit a written response prior to any disciplinary action being taken.
- 19.4.2** The discipline recommended by the notice shall commence on the work day immediately following the day of service of said notice unless the District is required to offer the unit member the opportunity for a pre-disciplinary conference pursuant to *Skelly vs. State Personnel Board*.

- 19.4.2.1** A suspension of five (5) days or less does not require the District to offer the opportunity for a *Skelly* conference; however, the immediate supervisor shall meet with the unit member and the Union to explain the reason for the suspension.
- 19.4.2.2** If the recommended disciplinary action is termination or a suspension of more than five (5) days, the unit member may request a *Skelly* conference or may submit a written response prior to any disciplinary action being taken.
- 19.4.2.3** If, after receiving and evaluating the unit member's response, the *Skelly* Officer believes modifications to the notice are necessary; he or she shall make any recommendations to the Chancellor that are appropriate. Unless the *Skelly* Officer informs the unit member to the contrary, however, the discipline shall become effective on the date specified in the notice.

19.5 HEARING

A unit member served with a notice of disciplinary action as described above shall be entitled to appeal said action to the Governing Board of the District.

19.5.1 Request for Hearing

- 19.5.1.1** The request for hearing must be filed on the form provided within five (5) working days of the service of the notice of disciplinary action. Such service is deemed completed at the time of deposit in the U.S. Mail. Should said fifth (5th) day fall on a day on which the offices of the District are not open for business, the time within which said notice of appeal may be filed shall be extended until 5:00 p.m. of the next following day when the offices of the District are open for business.
- 19.5.1.2** Failure to request a hearing within five (5) working days of the date of the notice shall be a waiver of a right to a hearing unless special circumstances are present which justify extension of the time period.

19.5.2 Scheduling of the Hearing

A hearing shall be conducted by either the Governing Board of the District or by a hearing officer.

- 19.5.2.1** If the Governing Board will not be conducting the hearing, within (30) days after the date of the filing of the appeal, unless otherwise agreed to by CSEA and the District, the District and CSEA shall attempt to agree mutually on a hearing officer. If the parties are unable to reach mutual agreement, the District shall, as soon as possible, either:

Obtain a panel list of hearing officers from the State of California Mediation/Conciliation Service and conduct alternative strikes to narrow the list to one hearing officer

OR

Refer the hearing to the California Office of Administrative Hearings for the appointment of an administrative law judge as the hearing officer.

19.5.2.2 The appellant unit member shall be given not less than ten (10) days written notice of the date, time, and place of said hearing of the Governing Board or hearing officer. Said notice of the date, time, and place of hearing shall be effective upon its deposit and addressed to the last known address of the appellant unit member as set forth in the unit member's personnel file.

19.5.3 Conduct of Hearing

At the time and place designated, the Governing Board or hearing officer shall hold a hearing for the purpose of determining the validity of the charges brought against the appellant unit member and of the reasonableness of the discipline imposed pursuant to said charges. Such hearing shall be closed to the public unless otherwise requested by the appellant unit member. The appellant unit member may be present and have the right to be represented by counsel. The hearing may be continued from time to time and at the end of such presentation the Governing Board or hearing officer may take the evidence under consideration for a reasonable period of time before announcing its decision in the matter.

19.5.4 The Chancellor shall carry the burden of proof in support of the disciplinary action. The Chancellor and the appellant unit member may call witnesses, shall have the right of cross-examination, and may present documentary and demonstrative evidence.

19.5.5 Recommendation of the Hearing Officer

If a hearing officer is appointed by the Governing Board, a non-binding advisory opinion or recommendation shall be presented in writing to the Governing Board no later than fifteen (15) days after the hearing is completed unless otherwise agreed to by CSEA and the District.

19.5.6 Decision of the Governing Board

The decision of the Governing Board shall designate express findings of the charges upon which the disciplinary action was based and may wholly reverse or

affirm the disciplinary action imposed by the Chancellor or modify the severity of same.

19.5.7 Loss of Salary

If the disciplinary action of the Chancellor is wholly reversed by the Governing Board, or the severity of discipline imposed is partially reversed, the unit member may be entitled, upon the decision of the Governing Board or hearing officer, to complete or partial reinstatement as the case may be, and shall be entitled to reimbursement from District funds of that salary forfeited by virtue of that portion of the disciplinary action which was overruled by the Governing Board.

19.5.8 Finality of Decision

The findings and decision of the Governing Board shall be final and conclusive on all parties, and not subject to the grievance procedures provided for in this contract.

ARTICLE 20

PROFESSIONAL GROWTH

20.1 PROFESSIONAL GROWTH

It is the intent of the District and CSEA to promote educational activities for bargaining unit members for the benefit of both the bargaining unit member and the District. Professional Growth results through experiences that provide increased knowledge, understanding and skills that benefit the District community. Professional Growth may be achieved through participation in the following categories:

- College courses, Adult Education, and other related courses
- Workshops
- Conferences

20.2 CRITERIA FOR PROFESSIONAL GROWTH

20.2.1 Courses taken at an Accredited College and/or University:

20.2.1.1 Any courses taken prior to the completion of the probationary year shall not be considered for professional growth.

20.2.1.2 Completion of course with a grade of “C” or better shall be accepted for professional growth award(s). The Unit Member may elect to take a course for Credit/No-Credit or Pass/No Pass; No-Credit or No Pass shall not be accepted as completion of a course.

20.2.1.3 No course may be submitted for reimbursement that has previously been awarded.

20.2.1.4 Courses that will be accepted:

20.2.1.4.1 Any courses required for degree in any field OR

20.2.1.4.2 Any College level course OR

20.2.1.4.3 Any basic skills course OR

20.2.1.4.4 Courses that will give bargaining unit members skills and knowledge for possible advancement within the District

20.2.2 Workshops and Conferences:

20.2.2.1 Any Workshop or conference participation with an approved educational organization and/or community organization shall be considered for professional growth if it relates to the unit member's current field or will prepare the unit member for a promotional opportunity to another position within the District.

20.2.2.2 The unit member shall provide evidence that he/she fully participated in the conference/workshop.

20.3 QUALIFICATIONS FOR AWARD

Credit will not be allowed for attendance at any Professional Growth activity in which the District participation is fifty percent (50%) or more of the expenses, including mileage. No bargaining unit member shall receive credit for workshops, institutes, lectures, course work or conferences, if these are attended during a bargaining unit member's regularly scheduled work hours.

20.3.1 Units in an accredited community college, college or university. (Quarter-units shall be considered as equal to two-thirds (2/3) of a semester unit.)

20.3.2 Adult education and/or vocational courses shall be awarded at the appropriate continuing education units as specified by the issuing organization of said course(s) and paid at the professional growth per unit rate stated in Section 20.5.1.

20.3.3 Workshops and/or Conferences continuing education units shall be awarded as specified by the issuing organization.

In the absence of continuing education credit(s); for adult, vocational courses, workshops and/or conferences the following schedule shall apply:

In the absence of continuing education credit(s); the following schedule shall apply:

Hours		Semester Unit(s)
10 - 15	=	0.5
16 - 20	=	1.0
21 - 30	=	1.5
31 - 40	=	2.0
41 - 50	=	2.5
51 - more	=	3.0

20.4 APPLICATION FOR PROFESSIONAL GROWTH

20.4.1 After completion of probation, a unit member may submit an application every two years. It is the responsibility of the bargaining unit member to apply for

Professional Growth using the application in Appendix F and the following schedule:

Professional Growth shall be submitted based upon unit(s) completed within a two-year fiscal year (July 1 through June 30). Application and supporting documents including official transcripts, for courses completed July 1 to June 30 for a two-year period, shall be submitted to Human Resources by July 15th, in order to be Board approved during the month of August. However, where courses are taken within SJECCD, unofficial transcripts are permitted and the unofficial transcripts shall be produced by Human Resources. Once approved, payments shall be made in accordance with Section 20.5.1.

20.5 PROFESSIONAL GROWTH PAYMENTS

20.5.1 Professional Growth will be paid at **\$45.00** per unit distributed over a 12-month period. These units shall be submitted to Human Resources along with the completed application form and official transcripts of course work and/or sufficient documentation for attending workshops and/or conferences.

A minimum of six (6) units and a maximum of twenty-four (24) units may be earned in a two-year fiscal cycle. (Quarter units shall be considered as equal to two-thirds (2/3) of a semester unit.)

A bargaining unit member may apply for professional growth once every two years.

20.5.2 The maximum total limit for professional growth payments is one hundred twenty (120) for \$5400 annually/\$450 monthly. If a degree or certificate is earned from an accredited institution and these units earned professional growth payments, units shall be deducted from the maximum limit. The unit member shall continue to receive professional growth payments for these units; however, these units will not count towards the limit. The exclusion of the units is for the first one hundred twenty (120) units. The maximum payment permissible shall be \$10,800 annually/\$900 monthly.

20.5.3 All permanent bargaining unit members shall be eligible for professional growth payments on a prorated basis based on their annual work schedule. Professional growth payments shall be multiplied by the bargaining unit member's annual full-time equivalency (FTE) to determine their payment. (Example: An 11 month unit member has a .9163 annual FTE; the professional rate is \$45.00 x .9163 = \$41.23 per unit.)

20.5.4 Payment shall begin after one of the next two regular Board meetings following the approval of the professional growth activity.

20.5.5 If a bargaining unit member resigns from a position in the bargaining unit, professional growth payments will not be made.

20.6 BARGAINING UNIT MEMBER’S RIGHT TO APPEAL

20.6.1 An appeal may be granted when a professional growth application is denied. Human Resources and CSEA negotiating team will review the appeal.

20.6.2 Nothing herein shall be constructed to deny a bargaining unit member the right to grieve a denial of Professional Growth payment with which the bargaining unit member is not in agreement. Such grievances shall be filed in accordance with Article 18 of this Agreement; however, no such grievance may be processed beyond Level II of the procedure.

20.7 PAID TUITION

Unit members may take courses without charge so long as such attendance does not deprive any paying members of the public from taking the course. Such Courses may also be eligible for Professional Growth payments as long as the unit member does not attend those courses during a bargaining unit member’s regularly scheduled work hours. This provision is not a guarantee of enrollment in a class(es); bargaining unit members who wish to enroll in a course must submit to District processes regarding admission and enrollment.

ARTICLE 20(a)**PROFESSIONAL GROWTH****(Continuation of Current Awards as earned June 30, 2016)**

For unit members currently receiving a professional growth award that is paid annually, these payments shall continue as scheduled. The unit member shall receive the annual payments for the designated five-year period. No new awards shall be subject to the five-year distribution of an annual amount. All new awards shall be awarded on the provision in Article 20.

Annual awards will continue to be subject to the following distribution.

The table below describes a unit member taking two 3 unit courses in fiscal year 1. The member's award is \$450 during fiscal year 1. Those 6 units are carried over to the next four years and added to the new units taken.

In fiscal year 2 the unit member takes 3 additional units for a total of 9 units to be paid or \$675. The 3 units are carried over to the next four years and added to the previous units carried over as well as to any new units.

In fiscal year 3 the unit member takes 2 additional units for a total of 11 units to be paid or \$825. The 2 units are carried over to the next four years and added to the previous units carried over as well as to any new units, and so forth.

	July 1 – June 30 YEAR 1	July 1 – June 30 YEAR 2	July 1 – June 30 YEAR 3	July 1 – June 30 YEAR 4	July 1 – June 30 YEAR 5	July 1 – June 30 YEAR 6	July 1 – June 30 YEAR 7
Units carried over	---	6	6 + 3	6 + 3 + 2	6 + 3 + 2 + 4	3 + 2 + 4 + 1	2 + 4 + 1 + 2
New Units	6	3	2	4	1	2	5
Total Units	6	9	11	15	16	12	14
Total Payment	\$450	\$675	\$825	\$1,125	\$1,200	\$900	\$1,050

ARTICLE 21

RETIREMENT BENEFITS

21.1 ELIGIBILITY

The District shall provide all eligible unit members who retirees and their spouses of record with benefits subject to all the conditions set forth below. All premiums shall be paid by the District except as noted.

21.1.1 Eligible unit members - Hiring Date: Unit members hired subsequent to February 16, 1982 shall not be eligible for these benefits.

21.1.2 Eligible unit members - Age: A retired unit member must be 55 years of age or older.

21.1.3 Eligible unit members - Service: A retired unit member must have been continuously employed as a paid full-time regular classified and/or academic unit member by the San Jose/Evergreen Community College District immediately prior to retirement for ten (10) or more years, including the entire work year immediately preceding the date of retirement. Any authorized but unpaid leave of absence does not count toward the service requirement.

21.1.4 Eligible Spouse: The spouse must be legally married to the retiree (spouse of record) at the time of the retiree's retirement from the District. Eligibility of the spouse ceases upon the spouse's divorce from the retiree.

21.2 MEDICAL BENEFITS

The District shall provide each eligible retired unit member and his/her spouse with the following medical benefits:

21.2.1 Below age 65-continuation of the benefits the unit member and his/her spouse were receiving prior to retirement.

21.2.2 Age 65-Medicare eligible: Upon attaining age 65 the retired unit member and/or spouse qualifying for Medicare shall be required to take all action necessary to receive such coverage for which they qualify. The District shall pay for a supplemental plan which augments the Medicare coverage. The District shall not pay for any Medicare coverage for which the retiree and/or spouse qualify.

21.2.3 Age 65-not Medicare eligible: Upon attaining age 65 the retired unit member and/or spouse not qualifying for Medicare shall have the option to continue with a District-paid regular Kaiser or Blue Cross Plan if they pay the District quarterly, in advance, the difference between the cost of the medical plans and the cost of the above District supplemental plan.

21.2.4 Surviving Spouse: If the spouse is legally married to the retiree from the time of retirement until the time of death, the surviving spouse may remain as a member of the District medical health plan by reimbursing the District quarterly, in advance, for the full cost of such benefit. Such benefit ceases upon remarriage.

21.2.5 CSEA agrees that all retirees eligible for medical benefits (Kaiser and Blue Cross) from the district, shall move to be participants in SISC-III JPA effective July 1, 2018. All retirees who are eligible for medical benefits per Article 21 will participate in an open enrollment process beginning in February 2018 to meet the coverage date by SISC-III of July 1, 2018.

21.3 EMPLOYEE ASSISTANCE PROGRAM

Up to six (6) free appointments are available per episode to all eligible retirees and their spouses.

21.4 DENTAL AND VISION BENEFITS

Dental and vision insurance may be continued by an eligible retiree and his/her spouse of record by the retiree, only if the eligible retiree elects to continue the benefits at the time of the retirement. This coverage cannot be added at a later time. The unit member must pay the District quarterly, in advance, the full cost of such benefits.

21.5 BRIDGE PLAN (Availability of Medical Benefits for eligible unit members between retirement and Medicare)

The district will include a bridge plan providing fully paid health insurance for the eligible retiring unit member only, subject to the requirements of the plan and the following:

21.5.1 The unit member must have been employed full-time in the district in a position for at least fifteen (15) years immediately preceding retirement from the district.

21.5.2 The unit member may not have had a break in service during the fifteen (15) years immediately preceding retirement. For the purposes of this section, approved paid leaves of absence, and paid or unpaid legally required and protected medical family leaves do not constitute a break in service. Other approved unpaid leaves of absences do count as a break in service.

21.5.3 The unit member must have reached the age of 60 prior to the first day of retirement.

- 21.5.4** The bridge plan will cover eligible retirees until age 65 only. If the legal age of eligibility for receiving Medicare benefits increases beyond 65, the district and CSEA agree to reopen this section to negotiate the impact.
- 21.5.5** This program shall be available to unit members who retire between July 1, 2019 and December 31, 2021.
- 21.5.6** After receipt of the Final GASB 75 Actuarial Valuation Report, expected to be received in the Fall of 2021 (“2021 Actuarial Report”), the District and CSEA agree to reopen this section to negotiate Article 21.5 within 30 days.

ARTICLE 22

CLASSIFIED LAYOFFS

22.1 The following procedures will be utilized for layoffs of classified staff.

22.1.1 For purposes of this Article, a “class” is any group of positions sufficiently similar in duties, responsibilities and minimum qualifications required that they have the same job title and salary range in the adopted Classification Plan. A class may consist of a single position.

22.1.2 Unit members may be laid off, or given the opportunity for voluntary demotion, or exercise bumping rights in accordance with the requirements of the Education Code for the following reasons:

22.1.2.1 Reduction or elimination of services

22.1.2.2 Lack of work

22.1.2.3 Actual and existing financial inability to pay salaries

22.1.2.4 The expiration of a specially funded program

22.1.2.5 Lack of funds

22.1.3 Unit members affected by the layoff shall be given notice as set forth below.

22.1.3.1 Unit members shall be given written notice of layoff not less than forty-five (45) days prior to the executive date of the layoff except under conditions set forth in Sections 22.1.3.2, 22.1.3.3, 22.1.3.4 below.

22.1.3.2 When a specially funded program is to expire at the end of a school year, notice of layoff must be given on or before May 29, of that year. If, by May 29 the expiration date of the specially funded program is not known by the District to be the end of the school year, then notice of layoff because of expiration of specially funded programs must be given thirty (30) days prior to the effective date of layoff.

22.1.3.3 In the event of an actual an existing financial inability to pay classified salaries the notice requirements of Sections 22.1.3.1 and 22.1.3.2 above will not apply.

- 22.1.3.4** The unit member may also be laid off without the notice set forth in Sections 22.1.3.1 or 22.1.3.2 above as a result of lack of work resulting from causes not reasonably foreseeable or preventable by the Governing Board.

22.1.4 Contents of Notice:

- 22.1.4.1** The notice must inform the unit member of the effective date of the layoff.
- 22.1.4.2** The notice must inform the unit member of displacement rights, if any.
- 22.1.4.3** The notice must inform the unit member of reemployment rights.
- 22.1.4.4** The notice must inform the unit member of a reason for Layoff, as set forth in Sections 22.1.2 (22.1.2.1 through 22.1.2.5)
- 22.1.4.5** The notice must contain a statement advising unit members that they may be eligible for Unemployment Insurance Benefits.
- 22.1.4.6** The notice must contain a reference to the location of district unit seniority lists.

22.1.5 Unit members shall be laid off by classification in inverse order of seniority in the class.

- 22.1.5.1** Computation of Seniority - “Seniority” or “length of service” for service in a given class means all hours in paid status in the class or higher class, whether during the school year, a holiday recess, or during any period that school is in session or closed, but does not include hours compensated solely on an overtime basis. Time served prior to July 1, 1971 shall be credited in a similar manner.
- 22.1.5.2** “Hours in Paid Status” is service performed subsequent to date of hire as a regular unit member. Service as a substitute, short-term unit member or student help shall not be included in hours of paid status.
- 22.1.5.3** Military Leave of Absence: length of service credit shall be provided for time spent on Board-approved military leave of absence in the same manner as if the unit member had continued to work during the leave.

22.1.6 Displacement Rights

- 22.1.6.1** Unit members whose positions are eliminated maintain the right to displace other unit members with less seniority in the same classification.
- 22.1.6.2** In lieu of layoff, senior unit members have the right to bump a unit member with less seniority in a lower class or equal class in which the senior unit member has previously served, in paid status. No bumping is allowed if the senior unit member had not previously been granted regular status in the District. In the event that the classification for the previously served-in position has changed due to reclassification, the senior unit member has the right to bump into the changed classification provided the unit member meets the minimum qualifications as determined by the District, and consistent with Education Code.
- 22.1.6.3** The senior unit member exercising his/her bumping rights shall move into the position of the least senior unit member when there are no positions vacant in the classification, provided the length of work day and work year are the same for both positions. If there is a vacant position in the classification, the displaced unit member shall move into the vacant position provided the length of work day and work year are the same for both positions. In the event the hours and work year of the vacant position, or the least senior unit member's position, are less than the hours of the displaced unit member's previous position, he/she shall have the right to bump the least senior unit member in the equal or lower classification (in which paid service has been performed and regular assignment status has been achieved) which most nearly approximates the annual wages and benefits of the position in which the person currently serves, in order to maintain his/her hours and length of work year. The unit member shall retain the highest salary step earned in service to the District in either of these two positions.
- 22.1.6.4** Displacement rights must be exercised by the unit member within seven (7) calendar days of notice of layoff.
- 22.1.6.5** If two (2) unit members subject to layoff have equal seniority in a class the determination as to who will be laid off will be made on the basis of the earlier hire date in the District; if that be equal, the determination shall be made by lot.

22.2 EMPLOYMENT RIGHTS

Persons laid off are eligible for reemployment to their previous position for a period of thirty-nine (39) months and shall be reemployed in preference to new applicants.

22.2.1 If the District reemploys a unit member as a permanent unit member under the provisions of this section, it shall disregard the break in service of the unit member and classify him/her as, and restore him/her to all the rights, benefits and burdens of a permanent unit member in the class to which to he/she is reinstated or employed.

22.2.2 Persons laid off shall have the right to participate in promotional opportunities within the District for a period of thirty-nine (39) months.

22.2.3 Unit members may take a voluntary demotion in lieu of layoff. Unit members who do not have seniority rights to a lower classification may take a voluntary demotion to a vacancy in a lower classification for which they meet the minimum qualifications. The unit member may choose any vacant position below their current range, for which they qualify. If more than one unit member is eligible for a position, the highest in seniority shall choose first and the rest in descending order.

22.2.4 Unit members who take voluntary demotions in lieu of layoff shall maintain reappointment rights to the classification held before demotion for sixty-three (63) months, provided that the job description qualifications for that classification remain the same or less.

22.3 NOTIFICATION OF REEMPLOYMENT OPENING

Any unit member who is laid off or who accepts a voluntary demotion in lieu of layoff and is subsequently eligible for reemployment (reappointment in the case of voluntary demotion) shall be notified in writing by the District as to the date of the opening at his/her last known address. The unit member shall be responsible for notifying the District of any changes in address. A recalled unit member shall notify the District of his or her intent to accept or refuse employment within 48 hours following receipt of the reemployment (or reappointment) notice. If the unit member accepts reemployment (or reappointment); the unit member must report to work within ten (10) working days following receipt of the notice. A unit member given notice of reemployment (or reappointment) must accept reemployment (or reappointment) to maintain eligibility on the reemployment (or reappointment) list. If a unit member is given notice of reemployment (or reappointment) and chooses not to accept the offer, he/she shall be removed from the reemployment (reappointment) list.

22.4 SUBSTITUTE WORK

Unit members who are laid off shall be permitted, at the option of the unit member, to serve in classifications from which they were laid off as substitutes in the absence of a qualified incumbent, provided the laid off unit member notifies the District of his/her desire to be placed on a substitute list.

22.5 EXTENSION OF BENEFITS

The District shall continue its contribution rate for medical benefits for sixty (60) calendar days subsequent to the effective date of layoff as provided for in Article 7, in Section 7.7 of this Contract.

22.6 NO CONTRACTING OUT

The District shall abide by the requirements of law and of the Education Code in contracting out work. In the event of a classified layoff, the District will not contract out that work normally and customarily performed by the laid off classified unit members during the term of the existing Contract.

22.7 EDUCATION CODE

The provisions of this Article are intended to implement those in the Education Code.

ARTICLE 23

RECLASSIFICATION

23.1 DEFINITION OF RECLASSIFICATION

A position may be considered for reclassification once a unit member has completed two (2) years in a specific position and it can be shown that responsibilities or additional duties at a higher level have been added to the position, which is not reflected in the job description. An increase in the workload at the same level does not qualify for reclassification. For a new unit member the two year waiting period is made up of the probationary year and the first year of regular permanent employment. A unit member who has submit for a reclassification request may not apply for another reclassification for at least two years from the date of the last reclassification request.

23.2 RECLASSIFICATION REVIEW PROCESS

A “window period” will be opened from November 1 to November 30 each year to provide unit members and management the opportunity to submit reclassification review requests. The reclassification process shall be completed April 1 of the year following the reclassification request.

23.2.1 The request will be accompanied by:

- a completed reclassification request form, which should focus on what has changed about the position,

- a copy of the unit member’s current job description,

- a copy of the job description for the proposed classification and any additional supporting documentation.

It will be signed by the unit member and the immediate supervisor, whose purpose is to acknowledge the application for reclassification review.

23.2.2 The reclassification consultant will prepare an analysis of the reclassification request based on the following: the completed reclassification request form; a desk audit, if deemed necessary; internal and external audits of similar or related positions as necessary; interviews with the unit member and unit member’s immediate supervisor and/or manager; any other relevant information requested by the Vice Chancellor.

23.2.3 The reclassification consultant will issue written recommendations for classification and salary range allocation based on the data provided, and forward

these recommendations to the Vice Chancellor of Human Resources, who will provide them to the Union.

23.2.4 The Vice Chancellor of Human Resources or designee will review these recommendations and, if necessary meet with the consultant, appropriate College administrators, or the Chancellor or schedule subsequent meetings with the unit member.

23.2.5 The decision of the Vice Chancellor of Human Resources will be communicated in writing to the unit member, the supervisor and the Union with a copy of the new job description on or before the April 1 date for completion of the process.

23.3 EFFECTIVE DATE

Reclassifications will become effective July 1 of the year following the reclassification request.

23.4 APPEALS

If the unit member disagrees with the reclassification decision, he/she may appeal. Such an appeal must be based upon errors or omissions in the reclassification review process and filed in Human Resources within 30 days of the date of the unit member received notice of the reclassification decision. The Appeal will be considered by an Appeal Panel composed of two Union representatives, the Labor Relations Representative and the Chapter President or designee, College/District manager appointed by the President/Chancellor and the Vice Chancellor of Human Resources, with the Consultant serving as a resource. The Appeal Panel will consider the appeal within one month of the close of the 30 day appeal period. The determination of the Appeal Panel will be communicated to the unit member, the supervising administrator and the President/Chancellor in writing by the Vice Chancellor of Human Resources on behalf of the Appeal Panel. The determination shall be final. The reclassification determination shall not be subject to Article 18, Grievance Procedures.

23.5 LABOR MARKET FOR EXTERNAL SALARY SURVEYS

Agencies to be used for salary surveys may include:

- City of Milpitas
- City of Santa Clara
- City of Sunnyvale
- City of San Jose
- County of Santa Clara
- Santa Clara County Office of Education
- San Jose State University
- Chabot/Las Positas Community College District
- Contra Costa Community College District

Foothill/Deana Community College District
Marin Community College District
San Mateo County Community College District
West Valley/Mission Joint Community College District
OR similar institutions within a 50 mile or 1.5 hour drive in non-commute traffic.

“Immediate supervisor” shall mean the person designated by the Chancellor and/or President to supervise the activities and affairs of the staff of any department and to carry out such duties in respect thereof as may from time to time be required by the Governing Board or its agents. Such supervision is that which takes place on a day to day basis in contrast to general supervision which operates on a periodic basis. Immediate supervisors assign tasks, evaluate work performed, and direct work of subordinate staff.

23.6 SALARY AND ANNIVERSARY DATE

Any unit member who is reclassified will be placed at the lowest classification step which provides an increase of at least five (5) percent. The unit member's evaluation and anniversary date, for purposes of step increases and longevity, shall not change. When the unit member's anniversary date and the effective date of the reclassification coincide, the anniversary increment shall be applied before the reclassification computation is made.

23.7 CLASSIFICATION OF NEW POSITIONS

All newly created positions shall be processed and reviewed by the CSEA Negotiations team with Human Resources to recommend a job description and salary placement. When recommending salary placement, consideration shall be given to the newly created position with similar positions in the department and District.

23.8 NEGOTIATIONS

If negotiations are requested under this Article, the parties will meet within twenty (20) working days. Both parties agree to meet expeditiously and with such frequency as to complete negotiations within thirty (30) days. If no agreement is reached within the thirty (30) day period, an impasse will be declared by both the District and Union and the dispute will be referred to mediation. If the dispute is not resolved in mediation within thirty (30) days, the District and Union will request the mediator's referral to fact finding. Both parties will observe the requirements of law in the selection of a fact finder and in implementing the fact finding process.

ARTICLE 24

STAFF DEVELOPMENT LEAVE EDUCATIONAL SABBATICAL LEAVE

24.1 EDUCATIONAL LEAVE

Educational Sabbatical Leave will be provided for engagement in full-time (12 semester units or equivalent) study through participation in approved courses. Courses shall be taken at a fully accredited institution. Course work meeting the minimum qualifications of the applicant's present position shall not qualify for this leave.

Educational Sabbatical Leaves may be granted to full-time unit members for the purpose of carrying out an approved program which will have significant relevance to the unit member's specific assignment and/or other activities approved by the Committee, the Chancellor, and the Board.

24.2 ELIGIBILITY

Unit members who have rendered at least seven consecutive years of full-time service (1,733 hours per annum) in paid status to the District shall be eligible for Educational Sabbatical Leave. The period of leave shall not be included as service in computing the seven (7) consecutive years of service required for subsequent Educational Sabbatical Leave.

The number of full-time unit members on Educational Sabbatical Leave during a fiscal year shall not exceed 4% of the eligible full-time unit. In computing the percentage, any result of .5 or above will be counted as one (1) person.

24.3 APPLICATION PROCESS

Application for Educational Sabbatical Leave shall be on forms provided by Human Resources and shall be filed no later than November 1 of the year preceding the fiscal year for which the Educational Sabbatical Leave is to become effective.

Board actions on applications are to be taken no later than the second regular Board meeting in February. In the event that a Board approved leave cannot be taken, alternate requests may be granted within the maximum percentage authorized, up to April 1 of the year preceding the fiscal year in which the Educational Sabbatical Leave is to be taken.

A detailed plan shall first be submitted by the applicant to his/her supervisor/manager. The manager shall submit written comments to Human Resources.

24.4 RECOMMENDATION

Human Resources shall forward a written report of approved applications to the Chancellor who shall review the report and shall forward his/her recommendation to the Governing Board for action.

24.5 COMPENSATION

Educational Sabbatical Leaves may be arranged for a maximum of one (1) semester with a grant equal to 75% of the unit member's compensation had the unit member been in regular service.

24.6 CREDIT ON SALARY SCHEDULE

Time spent on Educational Sabbatical Leave shall be credited for salary increment and for District benefits, including longevity requirements, and shall not be considered a break in service. Units earned on Educational Sabbatical Leave may not be credited towards Professional Growth.

24.7 SERVICE OBLIGATION

Recipients of one (1) semester Educational Sabbatical Leaves shall contract to serve the District for two years after completion of the leave. The grantee shall indemnify the District against loss in event of failure to render two years service after return from Educational Sabbatical Leave by furnishing suitable bond, or by executing a contract in a form approved by the Governing Board binding the unit member to return for at least two years. Such service obligation on the part of the recipient does not bind the District to retain the recipient for the two year period. The District may terminate the unit member for cause or layoff due to lack of work or lack of funds, in which case no repayment of salary shall be required.

24.8 ILLNESS-INJURY-DEATH

In the event of injury to, or illness of, the unit member during the Educational Sabbatical Leave which prevents completion of the purpose of the leave, the Educational Sabbatical Leave will be terminated and provisions for sick leave shall apply. If upon return to service and prior to completion of the two obligatory years of service, should there be an illness or injury qualifying the unit member for disability retirement, such illness or injury shall exempt him/her from further obligations relative to that Educational Sabbatical Leave. If death prevents the unit member from fulfilling his/her agreement to return service in the District, no repayment of salary shall be required.

24.9 REINSTATEMENT

Upon return to service after Educational Sabbatical Leave, a unit member shall be reinstated in the position held at the time leave was granted or a comparable position, subject to provisions of law; i.e., seniority, layoff procedures.

24.10 INTERIM REPORT

The District shall require an interim report at the midpoint of each member's leave stating the progress in fulfilling his/her obligation. Any changes in the leave must be submitted to Human Resources for approval prior to implementation. Failure to submit the report to Human Resources may result in loss of the leave and cessation of salary payment.

24.11 WRITTEN REPORT UPON COMPLETION

Unit members returning from Educational Sabbatical Leave shall be required to submit a written report to Human Resources by the end of the first six months after returning. The written report shall describe the activities undertaken while on leave; how these activities fully satisfy the terms, conditions, and agreed upon activities of the leave; and the benefit to the District of the leave.

Human Resources shall review the written report and shall forward a recommendation to the Chancellor on the acceptance or rejection of the report and whether the terms and conditions of the leave were fully met.

If Human Resources rejects the report; they shall set forth the reasons, in writing, together with specific recommendations for satisfactory completion of the Educational Sabbatical Leave obligation. If the unit member's report is rejected, he/she shall, no later than thirty (30) days, submit a revised report to Human Resources. Human Resources shall review the revised report and shall communicate their acceptance or rejection to the unit member and forward its recommendation to the Chancellor.

24.12 GRADES

Successful completion of an academic activity during an Educational Sabbatical Leave shall be demonstrated by a "C" grade or better. A unit member who does not achieve a "C" grade or better may repeat the course or courses within the next academic year at no cost to the District or further released time to achieve a "C" grade or better GPA.

24.13 APPEALS

Should Human Resources not approve the application plan or not certify the work completed, the applicant may appeal the decision by progressing through the following steps. An appeal shall not pass on to the next level until a decision is rendered at the previous level.

- Level 1 Ask for reconsideration by the Chancellor, at which time the unit member may be represented by the Union.
- Level 2 Appeal of the Chancellor's decision to the Governing Board.

ARTICLE 25

SUBSTITUTE/SHORT TERM EMPLOYMENT

25.1 Effective 7/1/94, Classified unit members will become regular unit members upon date of hire unless they fit into the following categories or are otherwise excepted by law.

25.1.1 Substitute

Any person employed to replace any classified unit member who is temporarily absent. In addition, if the District is engaged in a procedure to hire a permanent unit member to fill a vacancy in any classified position, the Governing Board may fill the vacancy through the employment, for not more than ninety (90) working days, of one or more substitute unit members.

25.1.2 Short Term

Any person who is employed to perform a service for the District, upon completion of which, the service required or similar services will not be extended or needed on a continuing basis. Before employing a short-term employee, the Governing Board, at a regularly scheduled board meeting, shall specify the service required to be performed and shall certify the ending date of the service. The ending date may be shortened or extended by the Governing Board, but shall not extend beyond 75 percent of a school year. “Seventy-five percent of a college year” means 195 working days. Short term unit members may be hired for peak periods which shall not exceed sixty (60) working days unless mutually agreed upon by the District and CSEA and submitted again for Governing Board approval.

25.1.3 Neither work study students nor work experience students shall be employed so as to replace classified bargaining unit members. In the event of layoff, reduction of hours, or abolishment of bargaining unit positions, no work performed by bargaining unit members shall be transferred to create new positions, or to unlawfully increase any work being performed by work experience, work study or short term unit members.

25.1.4 Disputes arising out of this Article shall be entered at Level I of the Grievance Procedure.

25.1.5 The District will provide a copy of a Request for Election form to CSEA when it is received by Human Resources. This form will contain the short-term unit member’s name, work location, hours and dates to be worked, and specified projects or duties to be performed.

ARTICLE 26

NEW TECHNOLOGY

26.1 Whenever a new technology is introduced into a unit member's work environment which the unit member will be required to use, the District will provide the following:

26.1.1 At District expense the unit member(s) shall be trained by a person qualified to train in the new technology.

26.1.2 The training should occur during the unit member(s) regular work day. If such training is not available during the unit member(s) regular work-day hours, the unit member will be compensated under Article 6, SALARY, regarding overtime and any other applicable section of Article 6.

ARTICLE 27

SAVINGS CLAUSE

- 27.1** If during the term of this Agreement there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be 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.
- 27.2** In the event of suspension or invalidation of any article or section thereof, the parties agree to meet and negotiate upon request within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such article or section thereof.

ARTICLE 28

CONCERTED ACTIVITIES

- 28.1** It is agreed and understood that there will be no strike, work stoppage, slow down, picketing, or other interference with the operations of the District by the Union or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity. The District agrees not to lock out unit members during the term of this Agreement.
- 28.2** The Union recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all unit members to do so. In the event of a strike, work stoppage, slowdown or other interference with the operations of the District by unit members who are represented by the Union, the Union agrees in good faith to take steps to cause those unit members to cease such action.

ARTICLE 29

SUPPORT OF AGREEMENT

- 29.1** The District and the Union agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the Union will support this Agreement for its term and will not appear before any public school employer to seek change or improvement in any matter subject to the meet and negotiation process except by mutual agreement of the District and the Union.

ARTICLE 30

PAST PRACTICES

- 30.1** It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over State laws to the extent permitted by State law. Notification of discontinuation of past practice will be given by either party.

ARTICLE 31

COMPLETION OF MEET AND NEGOTIATION

31.1 During the term of this Agreement, either party to this Agreement may reopen the following issues for the following fiscal years:

2017-2018 Article 6, Salary, and Article 7, Benefits in addition to any other articles mutually agreed upon

2018-2019 Article 6, Salary, Article 7, Benefits, and two (2) re-openers each in addition to any other articles mutually agreed upon

2019-2020 Article 6, Salary, Article 7, Benefits and two (2) re-openers each addition to any other articles mutually agreed upon

ARTICLE 32

TERM

- 32.1** This Agreement shall remain in full force and effect up to and including June 30, 2020 and thereafter shall continue in effect year-by-year unless one of the parties notifies the other in writing no later than March 15 of each year of its request to modify, amend or terminate this Agreement.

SAN JOSE/EVERGREEN COMMUNITY COLLEGE DISTRICT

s/ Byron D. Clift Breland

Dr. Byron D. Clift Breland,
Chancellor

s/ Beatriz Chaidez

Dr. Beatriz Chaidez,
Associate Vice Chancellor,
Human Resources

CALIFORNIA SCHOOL UNIT MEMBERS ASSOCIATION, CHAPTER 363

s/ Joe Lugo, Jr.

Joe Lugo, Jr.
President, CSEA, Chapter 363

s/ Nathan Jennings

Nathan Jennings
Chief Negotiator for CSEA 363

Appendix A

Classification

SAN JOSE · EVERGREEN COMMUNITY COLLEGE DISTRICT
CLASSIFIED TITLES & RANGES
FISCAL YEAR 2018-2019

Effective: 7/1/2018
Revised: 8/28/2019

4% over 2017/2018
Board Approved: 8/27/2019

CLASSIFICATION	RANGE	STEP				
		A	B	C	D	E
Academic Advising Specialist	90	59,453	62,481	65,642	69,040	72,554
Academic Services Analyst	120	80,094	84,164	88,455	92,990	97,692
Academic Services Technician	98	64,358	67,666	71,085	74,709	78,534
Account Clerk	60	44,071	46,320	48,715	51,258	53,825
Account Clerk, Senior	75	51,258	53,825	56,499	59,453	62,481
Accounting Technician	85	56,499	59,453	62,481	65,642	69,040
Accounting Technician, Senior	100	65,642	69,040	72,554	76,248	80,094
Adaptive Media Technology Specialist I	90	59,453	62,481	65,642	69,040	72,554
Adaptive Media Technology Specialist II	100	65,642	69,040	72,554	76,248	80,094
Administrative Assistant, Senior	90	59,453	62,481	65,642	69,040	72,554
Administrative Secretary	100	65,642	69,040	72,554	76,248	80,094
Admissions & Records Assistant	62	44,981	47,285	49,644	52,187	54,902
Admissions & Records Coordinator I	86	57,167	60,030	63,057	66,308	69,692
Admissions & Records Coordinator II	96	63,057	66,308	69,692	73,221	76,971
Admissions & Records Lead Coordinator	120	80,094	84,164	88,455	92,990	97,692
Admissions & Records Technician	72	49,644	52,187	54,902	57,745	60,643
Articulation Specialist	100	65,642	69,040	72,554	76,248	80,094
Assessment Specialist	84	55,998	58,876	61,866	65,027	68,409
Asset and Inventory Technician	85	56,499	59,453	62,481	65,642	69,040
Assistive Services Specialist	89	58,876	61,866	65,027	68,409	71,864
Athletic Trainer	95	62,481	65,642	69,040	72,554	76,248
Biology Laboratory Coordinator	90	59,453	62,481	65,642	69,040	72,554
Business Services Coordinator	100	65,642	69,040	72,554	76,248	80,094
Campus Personnel Services Coordinator	120	80,094	84,164	88,455	92,990	97,692
Campus Safety Officer	80	53,825	56,499	59,453	62,481	65,642
Campus Safety Officer, Lead	90	59,453	62,481	65,642	69,040	72,554
Carpenter	100	65,642	69,040	72,554	76,248	80,094
College Extension Site Coordinator	96	63,057	66,308	69,692	73,221	76,971
College Facilities Coordinator	100	65,642	69,040	72,554	76,248	80,094
College Fiscal Coordinator	130	88,455	92,990	97,692	102,670	107,964
College Schedule Coordinator	115	76,248	80,094	84,164	88,455	92,990
College Web Services Specialist	122	81,712	85,894	90,260	94,867	99,715
Community Engagement Specialist	89	58,876	61,866	65,027	68,409	71,864
Contracts Assistant	75	51,258	53,825	56,499	59,453	62,481
Curriculum Coordinator, College	110	72,554	76,248	80,094	84,164	88,455
Curriculum Specialist	100	65,642	69,040	72,554	76,248	80,094
Custodian	65	46,320	48,715	51,258	53,825	56,499
Custodian, Lead	75	51,258	53,825	56,499	59,453	62,481
Database Administrator	132	90,260	94,867	99,715	104,785	110,101
Database Administrator, Senior	142	99,715	104,785	110,101	115,784	121,676
Division Administrative Assistant, Senior	90	59,453	62,481	65,642	69,040	72,554
Educational Services Coordinator	130	88,455	92,990	97,692	102,670	107,964

CLASSIFICATION	RANGE	STEP				
		A	B	C	D	E
Electrician	122	81,712	85,894	90,260	94,867	99,715
Employment Services Coordinator	115	76,248	80,094	84,164	88,455	92,990
Enrollment Services Coordinator	96	63,057	66,308	69,692	73,221	76,971
EOP&S Eligibility Specialist	76	51,762	54,382	57,167	60,030	63,057
Equipment & Vehicle Mechanic	88	58,303	61,257	64,358	67,666	71,085
Evaluations Specialist	82	54,902	57,745	60,643	63,747	67,013
Evaluations Specialist, Senior	92	60,643	63,747	67,013	70,341	73,928
Executive Administrative Assistant	110	72,554	76,248	80,094	84,164	88,455
Facilities Maintenance Worker	82	54,902	57,745	60,643	63,747	67,013
Facilities Planner	120	80,094	84,164	88,455	92,990	97,692
Financial Aid Coordinator	96	63,057	66,308	69,692	73,221	76,971
Financial Aid Outreach Specialist	89	58,876	61,866	65,027	68,409	71,864
Financial Aid Specialist I	66	46,782	49,162	51,762	54,382	57,167
Financial Aid Specialist II	76	51,762	54,382	57,167	60,030	63,057
Financial Aid Specialist III	86	57,167	60,030	63,057	66,308	69,692
Furniture, Fixture & Equipment Coordinator	110	72,554	76,248	80,094	84,164	88,455
Graphics Designer	115	76,248	80,094	84,164	88,455	92,990
Groundskeeper I	61	44,573	46,782	49,162	51,762	54,382
Groundskeeper II	71	49,162	51,762	54,382	57,167	60,030
Groundskeeper III	85	56,499	59,453	62,481	65,642	69,040
Health Services Office Assistant	80	53,825	56,499	59,453	62,481	65,642
Heating & Air Conditioning (HVAC) Mechanic/Plumber	132	90,260	94,867	99,715	104,785	110,101
Help Desk Operator, Senior	105	69,040	72,554	76,248	80,094	84,164
Help Desk Technician	95	62,481	65,642	69,040	72,554	76,248
Human Resources Assistant	75	51,258	53,825	56,499	59,453	62,481
Human Resources Technician	98	64,358	67,666	71,085	74,709	78,534
Information Technology Support Specialist	112	73,928	77,790	81,712	85,894	90,260
Information Technology Support Specialist II	122	81,712	85,894	90,260	94,867	99,715
Information Technology Technician	95	62,481	65,642	69,040	72,554	76,248
Instructional Assistant II, Cosmetology	110	72,554	76,248	80,094	84,164	88,455
Instructional Assistant III, Cosmetology	130	88,455	92,990	97,692	102,670	107,964
Instructional Laboratory Technician I	56	42,380	44,573	46,782	49,162	51,762
Instructional Laboratory Technician I, Applied Science	56	42,380	44,573	46,782	49,162	51,762
Instructional Laboratory Technician I, Automotive Technology	56	42,380	44,573	46,782	49,162	51,762
Instructional Laboratory Technician I, Cosmetology	56	42,380	44,573	46,782	49,162	51,762
Instructional Laboratory Technician I, Electronics	56	42,380	44,573	46,782	49,162	51,762
Instructional Laboratory Technician I, Medical Assisting	56	42,380	44,573	46,782	49,162	51,762
Instructional Laboratory Technician I, Science	56	42,380	44,573	46,782	49,162	51,762
Instructional Laboratory Technician II	66	46,782	49,162	51,762	54,382	57,167
Instructional Laboratory Technician II, Applied Science	66	46,782	49,162	51,762	54,382	57,167
Instructional Laboratory Technician II, Automotive Technology	66	46,782	49,162	51,762	54,382	57,167
Instructional Laboratory Technician II, Construction Technology	66	46,782	49,162	51,762	54,382	57,167
Instructional Laboratory Technician II, Cosmetology	66	46,782	49,162	51,762	54,382	57,167

CLASSIFICATION	RANGE	STEP				
		A	B	C	D	E
Instructional Laboratory Technician II, Dental Assisting	66	46,782	49,162	51,762	54,382	57,167
Instructional Laboratory Technician II, Machine Technology	66	46,782	49,162	51,762	54,382	57,167
Instructional Laboratory Technician II, PE & Athletics	66	46,782	49,162	51,762	54,382	57,167
Instructional Laboratory Technician II, Science	66	46,782	49,162	51,762	54,382	57,167
Instructional Laboratory Technician III	76	51,762	54,382	57,167	60,030	63,057
Instructional Laboratory Technician III, Astronomy, Physics & Earth	76	51,762	54,382	57,167	60,030	63,057
Instructional Laboratory Technician III, Cosmetology	76	51,762	54,382	57,167	60,030	63,057
Instructional Laboratory Technician III, Dental	76	51,762	54,382	57,167	60,030	63,057
Instructional Laboratory Technician III, Engineering & Science	76	51,762	54,382	57,167	60,030	63,057
Instructional Laboratory Technician III, Science	76	51,762	54,382	57,167	60,030	63,057
Instructional Laboratory Technician IV, Cosmetology	86	57,167	60,030	63,057	66,308	69,692
Instructional Laboratory Technician IV, PE & Athletic Facilities	86	57,167	60,030	63,057	66,308	69,692
Instructional Laboratory Technician IV, Science	86	57,167	60,030	63,057	66,308	69,692
Instructional Support Assistant	78	52,766	55,439	58,303	61,257	64,358
Instructional Support Assistant, Laboratory Lead	86	57,167	60,030	63,057	66,308	69,692
Instructional Support Assistant, Subject Lead	86	57,167	60,030	63,057	66,308	69,692
Instructional Support Coordinator	90	59,453	62,481	65,642	69,040	72,554
Instructional Support Program Coordinator	96	63,057	66,308	69,692	73,221	76,971
Instructional Technology Specialist	122	81,712	85,894	90,260	94,867	99,715
Job Development & Placement Specialist	84	55,998	58,876	61,866	65,027	68,409
Laboratory Clerk	52	40,746	42,733	44,981	47,285	49,644
Library Assistant	90	59,453	62,481	65,642	69,040	72,554
Library Technician	70	48,715	51,258	53,825	56,499	59,453
Library Technician, Senior	80	53,825	56,499	59,453	62,481	65,642
Locksmith	100	65,642	69,040	72,554	76,248	80,094
Mail Services Technician	70	48,715	51,258	53,825	56,499	59,453
Network Engineer	150	107,964	113,447	119,279	125,351	131,726
Operations Coordinator	96	63,057	66,308	69,692	73,221	76,971
Outreach/Recruitment Coordinator	96	63,057	66,308	69,692	73,221	76,971
Outreach/Recruitment Specialist	89	58,876	61,866	65,027	68,409	71,864
Painter	100	65,642	69,040	72,554	76,248	80,094
Payroll Coordinator	120	80,094	84,164	88,455	92,990	97,692
Payroll Technician	98	64,358	67,666	71,085	74,709	78,534
Police Communications & Records Coordinator	86	57,167	60,030	63,057	66,308	69,692
Police Dispatcher	75	51,258	53,825	56,499	59,453	62,481
Police Officer	118	78,534	82,493	86,728	91,111	95,813
Police Officer - Academy Graduate	94	61,866	65,027	68,409	71,864	75,504
Program Assistant	75	51,258	53,825	56,499	59,453	62,481
Program Coordinator	96	63,057	66,308	69,692	73,221	76,971
Program Specialist	89	58,876	61,866	65,027	68,409	71,864
Programmer Analyst	132	90,260	94,867	99,715	104,785	110,101
Programmer Analyst, Senior	142	99,715	104,785	110,101	115,784	121,676

CLASSIFICATION	RANGE	STEP				
		A	B	C	D	E
Project Assistant	75	51,258	53,825	56,499	59,453	62,481
Project Coordinator (Bond and Facilities)	96	63,057	66,308	69,692	73,221	76,971
Purchasing Agent	110	72,554	76,248	80,094	84,164	88,455
Reprographics Assistant	65	46,320	48,715	51,258	53,825	56,499
Reprographics Lead	85	56,499	59,453	62,481	65,642	69,040
Reprographics Technician	70	48,715	51,258	53,825	56,499	59,453
Research Analyst	100	65,642	69,040	72,554	76,248	80,094
Research Analyst II	115	76,248	80,094	84,164	88,455	92,990
Research Assistant I	74	50,705	53,303	55,998	58,876	61,866
Research Assistant II	84	55,998	58,876	61,866	65,027	68,409
Schedules & Catalog Technician I	80	53,825	56,499	59,453	62,481	65,642
Schedules & Catalog Technician II	90	59,453	62,481	65,642	69,040	72,554
SharePoint Developer/Administrator	150	107,964	113,447	119,279	125,351	131,726
Staff Accountant	125	84,164	88,455	92,990	97,692	102,670
Project Assistant	75	51,258	53,825	56,499	59,453	62,481
Staff Assistant I	44	37,622	39,518	41,525	43,640	45,889
Staff Assistant II	54	41,525	43,640	45,889	48,214	50,705
Staff Assistant III	64	45,889	48,214	50,705	53,303	55,998
Student Retention Assistant	70	48,715	51,258	53,825	56,499	59,453
Systems Administrator	132	90,260	94,867	99,715	104,785	110,101
Systems Administrator, Senior	142	99,715	104,785	110,101	115,784	121,676
Traffic & Campus Services Officer	55	42,007	44,071	46,320	48,715	51,258
Traffic & Campus Services Officer, Senior	68	47,805	50,217	52,766	55,439	58,303
Transition Specialist	89	58,876	61,866	65,027	68,409	71,864
Tutoring & Learning Resources Center Coordinator	100	65,642	69,040	72,554	76,248	80,094
Tutoring Center Coordinator	100	65,642	69,040	72,554	76,248	80,094
Warehousing/Distribution Coordinator	80	53,825	56,499	59,453	62,481	65,642
Warehousing/Distribution Specialist II	70	48,715	51,258	53,825	56,499	59,453

Appendix B

Salary Schedules

SAN JOSE · EVERGREEN COMMUNITY COLLEGE DISTRICT
CLASSIFIED SALARY SCHEDULE
2018-2019 FISCAL YEAR

Effective: 07/01/2018

Board Approved:

4% Increase
Over 2017-2018

RANGE NO.	STEP A			STEP B			STEP C			STEP D			STEP E		
	Annual	Monthly	Hourly	Annual	Monthly	Hourly	Annual	Monthly	Hourly	Annual	Monthly	Hourly	Annual	Monthly	Hourly
1	24,545	2,045.42	11.80	25,751	2,145.92	12.38	27,087	2,257.25	13.02	28,426	2,368.83	13.67	29,949	2,495.75	14.40
2	24,838	2,069.83	11.94	26,029	2,169.08	12.51	27,458	2,288.17	13.20	28,801	2,400.08	13.85	30,229	2,519.08	14.53
3	25,083	2,090.25	12.06	26,290	2,190.83	12.64	27,646	2,303.83	13.29	29,001	2,416.75	13.94	30,565	2,547.08	14.69
4	25,246	2,103.83	12.14	26,531	2,210.92	12.76	27,943	2,328.58	13.43	29,375	2,447.92	14.12	30,862	2,571.92	14.84
5	25,510	2,125.83	12.26	26,846	2,237.17	12.91	28,241	2,353.42	13.58	29,654	2,471.17	14.26	31,176	2,598.00	14.99
6	25,751	2,145.92	12.38	27,087	2,257.25	13.02	28,426	2,368.83	13.67	29,949	2,495.75	14.40	31,807	2,622.83	15.13
7	26,029	2,169.08	12.51	27,458	2,288.17	13.20	28,801	2,400.08	13.85	30,229	2,519.08	14.53	33,091	2,757.58	15.91
8	26,290	2,190.83	12.64	27,646	2,303.83	13.29	29,001	2,416.75	13.94	30,565	2,547.08	14.69	33,386	2,782.17	16.05
9	26,531	2,210.92	12.76	27,943	2,328.58	13.43	29,375	2,447.92	14.12	30,862	2,571.92	14.84	33,740	2,811.67	16.22
10	26,846	2,237.17	12.91	28,241	2,353.42	13.58	29,654	2,471.17	14.26	31,176	2,598.00	14.99	34,092	2,841.00	16.39
11	27,087	2,257.25	13.02	28,426	2,368.83	13.67	29,949	2,495.75	14.40	31,474	2,622.83	15.13	34,391	2,865.92	16.53
12	27,458	2,288.17	13.20	28,801	2,400.08	13.85	30,229	2,519.08	14.53	31,807	2,650.58	15.29	34,743	2,895.25	16.70
13	27,646	2,303.83	13.29	29,001	2,416.75	13.94	30,565	2,547.08	14.69	32,124	2,677.00	15.44	35,114	2,926.17	16.88
14	27,943	2,328.58	13.43	29,375	2,447.92	14.12	30,862	2,571.92	14.84	32,400	2,700.00	15.58	35,432	2,952.67	17.03
15	28,241	2,353.42	13.58	29,654	2,471.17	14.26	31,176	2,598.00	14.99	32,663	2,721.92	15.70	35,803	2,983.58	17.21
16	28,426	2,368.83	13.67	29,949	2,495.75	14.40	31,474	2,622.83	15.13	33,091	2,757.58	15.91	36,100	3,008.33	17.36
17	28,801	2,400.08	13.85	30,229	2,519.08	14.53	31,807	2,650.58	15.29	33,386	2,782.17	16.05	36,529	3,044.08	17.56
18	29,001	2,416.75	13.94	30,565	2,547.08	14.69	32,124	2,677.00	15.44	33,740	2,811.67	16.22	36,899	3,074.92	17.74
19	29,375	2,447.92	14.12	30,862	2,571.92	14.84	32,400	2,700.00	15.58	34,092	2,841.00	16.39	37,234	3,102.83	17.90
20	29,654	2,471.17	14.26	31,176	2,598.00	14.99	32,663	2,721.92	15.70	34,391	2,865.92	16.53	37,622	3,135.17	18.09
21	29,949	2,495.75	14.40	31,474	2,622.83	15.13	33,091	2,757.58	15.91	34,743	2,895.25	16.70	38,013	3,167.75	18.28
22	30,229	2,519.08	14.53	31,807	2,650.58	15.29	33,386	2,782.17	16.05	35,114	2,926.17	16.88	38,384	3,198.67	18.45
23	30,565	2,547.08	14.69	32,124	2,677.00	15.44	33,740	2,811.67	16.22	35,432	2,952.67	17.03	38,811	3,234.25	18.66
24	30,862	2,571.92	14.84	32,400	2,700.00	15.58	34,092	2,841.00	16.39	35,803	2,983.58	17.21	39,108	3,259.00	18.80
25	31,176	2,598.00	14.99	32,663	2,721.92	15.70	34,391	2,865.92	16.53	36,100	3,008.33	17.36	39,518	3,293.17	19.00
26	31,474	2,622.83	15.13	33,091	2,757.58	15.91	34,743	2,895.25	16.70	36,529	3,044.08	17.56	39,927	3,327.25	19.20
27	31,807	2,650.58	15.29	33,386	2,782.17	16.05	35,114	2,926.17	16.88	36,899	3,074.92	17.74	40,316	3,359.67	19.38
28	32,124	2,677.00	15.44	33,740	2,811.67	16.22	35,432	2,952.67	17.03	37,234	3,102.83	17.90	40,746	3,395.50	19.59
29	32,400	2,700.00	15.58	34,092	2,841.00	16.39	35,803	2,983.58	17.21	37,622	3,135.17	18.09	41,190	3,432.50	19.80
30	32,663	2,721.92	15.70	34,391	2,865.92	16.53	36,100	3,008.33	17.36	38,013	3,167.75	18.28	41,525	3,460.42	19.96
31	33,091	2,757.58	15.91	34,743	2,895.25	16.70	36,529	3,044.08	17.56	38,384	3,198.67	18.45	42,007	3,500.58	20.20
32	33,386	2,782.17	16.05	35,114	2,926.17	16.88	36,899	3,074.92	17.74	38,811	3,234.25	18.66	42,380	3,531.67	20.38
33	33,740	2,811.67	16.22	35,432	2,952.67	17.03	37,234	3,102.83	17.90	39,108	3,259.00	18.80	42,733	3,561.08	20.54
34	34,092	2,841.00	16.39	35,803	2,983.58	17.21	37,622	3,135.17	18.09	39,518	3,293.17	19.00	43,270	3,605.83	20.80
35	34,391	2,865.92	16.53	36,100	3,008.33	17.36	38,013	3,167.75	18.28	39,927	3,327.25	19.20			
36	34,743	2,895.25	16.70	36,529	3,044.08	17.56	38,384	3,198.67	18.45	40,316	3,359.67	19.38			
37	35,114	2,926.17	16.88	36,899	3,074.92	17.74	38,811	3,234.25	18.66	40,746	3,395.50	19.59			
38	35,432	2,952.67	17.03	37,234	3,102.83	17.90	39,108	3,259.00	18.80	41,190	3,432.50	19.80			

RANGE No.	STEP A			STEP B			STEP C			STEP D			STEP E		
	Annual	Monthly	Hourly	Annual	Monthly	Hourly	Annual	Monthly	Hourly	Annual	Monthly	Hourly	Annual	Monthly	Hourly
39	35,803	2,983.58	17.21	37,622	3,135.17	18.09	39,518	3,293.17	19.00	41,525	3,460.42	19.96	43,640	3,636.67	20.98
40	36,100	3,008.33	17.36	38,013	3,167.75	18.25	39,927	3,327.25	19.20	42,007	3,500.58	20.20	44,071	3,672.58	21.19
41	36,529	3,044.08	17.56	38,384	3,198.67	18.48	40,316	3,359.67	19.38	42,380	3,531.67	20.38	44,573	3,714.42	21.43
42	36,899	3,074.92	17.74	38,811	3,234.25	18.66	40,746	3,395.50	19.59	42,733	3,561.08	20.54	44,981	3,748.42	21.63
43	37,234	3,102.83	17.90	39,108	3,259.00	18.80	41,190	3,432.50	19.80	43,270	3,605.83	20.80	45,481	3,790.08	21.87
44	37,622	3,135.17	18.09	39,518	3,293.17	19.00	41,525	3,460.42	19.96	43,640	3,636.67	20.98	45,889	3,824.08	22.06
45	38,013	3,167.75	18.25	39,927	3,327.25	19.20	42,007	3,500.58	20.20	44,071	3,672.58	21.19	46,320	3,860.00	22.27
46	38,384	3,198.67	18.45	40,316	3,359.67	19.38	42,380	3,531.67	20.38	44,573	3,714.42	21.43	46,782	3,898.50	22.49
47	38,811	3,234.25	18.66	40,746	3,395.50	19.59	42,733	3,561.08	20.54	44,981	3,748.42	21.63	47,285	3,940.42	22.73
48	39,108	3,259.00	18.80	41,190	3,432.50	19.80	43,270	3,605.83	20.80	45,481	3,790.08	21.87	47,805	3,983.75	22.98
49	39,518	3,293.17	19.00	41,525	3,460.42	19.96	43,640	3,636.67	20.98	45,889	3,824.08	22.06	48,214	4,017.83	23.18
50	39,927	3,327.25	19.20	42,007	3,500.58	20.20	44,071	3,672.58	21.19	46,320	3,860.00	22.27	48,715	4,059.58	23.42
51	40,316	3,359.67	19.38	42,380	3,531.67	20.38	44,573	3,714.42	21.43	46,782	3,898.50	22.49	49,162	4,133.50	24.89
52	40,746	3,395.50	19.59	42,733	3,561.08	20.54	44,981	3,748.42	21.63	47,285	3,940.42	22.73	49,644	4,174.75	25.37
53	41,190	3,432.50	19.80	43,270	3,605.83	20.80	45,481	3,790.08	21.87	47,805	3,983.75	22.98	50,217	4,225.42	26.63
54	41,525	3,460.42	19.96	43,640	3,636.67	20.98	45,889	3,824.08	22.06	48,214	4,017.83	23.18	50,705	4,265.42	26.92
55	42,007	3,500.58	20.20	44,071	3,672.58	21.19	46,320	3,860.00	22.27	48,715	4,059.58	23.42	51,258	4,313.50	26.92
56	42,380	3,531.67	20.38	44,573	3,714.42	21.43	46,782	3,898.50	22.49	49,162	4,096.83	23.64	51,762	4,353.83	26.15
57	42,733	3,561.08	20.54	44,981	3,748.42	21.63	47,285	3,940.42	22.73	49,644	4,137.00	23.87	52,187	4,397.17	26.40
58	43,270	3,605.83	20.80	45,481	3,790.08	21.87	47,805	3,983.75	22.98	50,217	4,174.75	25.37	52,766	4,441.92	26.65
59	43,640	3,636.67	20.98	45,889	3,824.08	22.06	48,214	4,017.83	23.18	50,705	4,225.42	24.38	53,303	4,485.42	26.88
60	44,071	3,672.58	21.19	46,320	3,860.00	22.27	48,715	4,059.58	23.42	51,258	4,271.50	24.64	53,825	4,531.83	26.15
61	44,573	3,714.42	21.43	46,782	3,898.50	22.49	49,162	4,096.83	23.64	51,762	4,313.50	24.89	54,382	4,575.17	26.40
62	44,981	3,748.42	21.63	47,285	3,940.42	22.73	49,644	4,137.00	23.87	52,187	4,353.83	26.15	54,902	4,619.92	26.65
63	45,481	3,790.08	21.87	47,805	3,983.75	22.98	50,217	4,174.75	25.37	52,766	4,397.17	25.37	55,439	4,666.50	26.92
64	45,889	3,824.08	22.06	48,214	4,017.83	23.18	50,705	4,225.42	24.38	53,303	4,441.92	25.63	55,998	4,708.25	27.16
65	46,320	3,860.00	22.27	48,715	4,059.58	23.42	51,258	4,271.50	24.64	53,825	4,485.42	25.88	56,499	4,753.83	27.48
66	46,782	3,898.50	22.49	49,162	4,096.83	23.64	51,762	4,313.50	24.89	54,382	4,531.83	26.15	57,167	4,763.92	27.76
67	47,285	3,940.42	22.73	49,644	4,137.00	23.87	52,187	4,353.83	26.15	54,902	4,575.17	26.40	57,745	4,812.08	28.03
68	47,805	3,983.75	22.98	50,217	4,174.75	25.37	52,766	4,397.17	25.37	55,439	4,619.92	26.65	58,303	4,858.58	28.31
69	48,214	4,017.83	23.18	50,705	4,225.42	24.38	53,303	4,441.92	25.63	55,998	4,666.50	26.92	58,876	4,906.33	28.58
70	48,715	4,059.58	23.42	51,258	4,271.50	24.64	53,825	4,485.42	25.88	56,499	4,708.25	27.16	59,453	4,954.42	28.86
71	49,162	4,096.83	23.64	51,762	4,313.50	24.89	54,382	4,531.83	26.15	57,167	4,763.92	27.48	60,030	5,002.50	29.16
72	49,644	4,137.00	23.87	52,187	4,353.83	26.15	54,902	4,575.17	26.40	57,745	4,812.08	27.76	60,643	5,053.58	29.45
73	50,217	4,174.75	25.37	52,766	4,397.17	25.37	55,439	4,619.92	26.65	58,303	4,858.58	28.03	61,257	5,104.75	29.74
74	50,705	4,225.42	24.38	53,303	4,441.92	25.63	55,998	4,666.50	26.92	58,876	4,906.33	28.31	61,866	5,155.50	30.04
75	51,258	4,271.50	24.64	53,825	4,485.42	25.88	56,499	4,708.25	27.16	59,453	4,954.42	28.58	62,481	5,206.75	30.32
76	51,762	4,313.50	24.89	54,382	4,531.83	26.15	57,167	4,763.92	27.48	60,030	5,002.50	28.86	63,057	5,254.75	30.65
77	52,187	4,353.83	26.15	54,902	4,575.17	26.40	57,745	4,812.08	27.76	60,643	5,053.58	29.16	63,747	5,312.25	30.94
78	52,766	4,397.17	25.37	55,439	4,619.92	26.65	58,303	4,858.58	28.03	61,257	5,104.75	29.45	64,358	5,363.17	31.26
79	53,303	4,441.92	25.63	55,998	4,666.50	26.92	58,876	4,906.33	28.31	61,866	5,155.50	29.74	65,027	5,418.92	31.56
80	53,825	4,485.42	25.88	56,499	4,708.25	27.16	59,453	4,954.42	28.58	62,481	5,206.75	30.04	65,642	5,470.17	31.88
81	54,382	4,531.83	26.15	57,167	4,763.92	27.48	60,030	5,002.50	28.86	63,057	5,254.75	30.32	66,308	5,525.67	

RANGE NO.	STEP A			STEP B			STEP C			STEP D			STEP E		
	Annual	Monthly	Hourly	Annual	Monthly	Hourly	Annual	Monthly	Hourly	Annual	Monthly	Hourly	Annual	Monthly	Hourly
82	54,902	4,575.17	26.40	57,745	4,812.08	27.76	60,643	5,053.58	29.16	63,747	5,312.25	30.65	67,013	5,584.42	32.22
83	55,439	4,619.92	26.65	58,303	4,858.58	28.03	61,257	5,104.75	29.45	64,358	5,363.17	30.94	67,666	5,638.83	32.53
84	55,998	4,666.50	26.92	58,876	4,906.33	28.31	61,866	5,155.50	29.74	65,027	5,418.92	31.26	68,409	5,700.75	32.89
85	56,499	4,708.25	27.16	59,453	4,954.42	28.58	62,481	5,206.75	30.04	65,642	5,470.17	31.56	69,040	5,753.33	33.19
86	57,167	4,763.92	27.48	60,030	5,002.50	28.86	63,057	5,254.75	30.32	66,308	5,312.25	30.65	69,692	5,807.67	33.51
87	57,745	4,812.08	27.76	60,643	5,053.58	29.16	63,747	5,312.25	30.94	67,013	5,584.42	32.22	70,341	5,861.75	33.82
88	58,303	4,858.58	28.03	61,257	5,104.75	29.45	64,358	5,363.17	30.94	67,666	5,638.83	32.53	71,085	5,923.75	34.18
89	58,876	4,906.33	28.31	61,866	5,155.50	29.74	65,027	5,418.92	31.26	68,409	5,700.75	32.89	71,864	5,988.67	34.55
90	59,453	4,954.42	28.58	62,481	5,206.75	30.04	65,642	5,470.17	31.56	69,040	5,753.33	33.19	72,554	6,046.17	34.88
91	60,030	5,002.50	28.86	63,057	5,254.75	30.32	66,308	5,312.25	30.65	69,692	5,807.67	33.51	73,221	6,101.75	35.20
92	60,643	5,053.58	29.16	63,747	5,312.25	30.65	67,013	5,584.42	32.22	70,341	5,861.75	33.82	73,928	6,160.67	35.54
93	61,257	5,104.75	29.45	64,358	5,363.17	30.94	67,666	5,638.83	32.53	71,085	5,923.75	34.18	74,709	6,225.75	35.92
94	61,866	5,155.50	29.74	65,027	5,418.92	31.26	68,409	5,700.75	32.89	71,864	5,988.67	34.55	75,504	6,292.00	36.30
95	62,481	5,206.75	30.04	65,642	5,470.17	31.56	69,040	5,753.33	33.19	72,554	6,046.17	34.88	76,248	6,354.00	36.66
96	63,057	5,254.75	30.32	66,308	5,525.67	31.88	69,692	5,807.67	33.51	73,221	6,101.75	35.20	76,971	6,414.25	37.01
97	63,747	5,312.25	30.65	67,013	5,584.42	32.22	70,341	5,861.75	33.82	73,928	6,160.67	35.54	77,790	6,482.50	37.40
98	64,358	5,363.17	30.94	67,666	5,638.83	32.53	71,085	5,923.75	34.18	74,709	6,225.75	35.92	78,534	6,544.50	37.76
99	65,027	5,418.92	31.26	68,409	5,700.75	32.89	71,864	5,988.67	34.55	75,504	6,292.00	36.30	79,298	6,608.17	38.12
100	65,642	5,470.17	31.56	69,040	5,753.33	33.19	72,554	6,046.17	34.88	76,248	6,354.00	36.66	80,094	6,744.50	38.51
101	66,308	5,525.67	31.88	69,692	5,807.67	33.51	73,221	6,101.75	35.20	76,971	6,414.25	37.01	80,934	6,809.33	38.91
102	67,013	5,584.42	32.22	70,341	5,861.75	33.82	73,928	6,160.67	35.54	77,790	6,482.50	37.40	81,712	6,874.42	39.28
103	67,666	5,638.83	32.53	71,085	5,923.75	34.18	74,709	6,225.75	35.92	78,534	6,544.50	37.76	82,493	6,947.08	40.08
104	68,409	5,700.75	32.89	71,864	5,988.67	34.55	75,504	6,292.00	36.30	79,298	6,608.17	38.12	83,365	7,013.67	40.46
105	69,040	5,753.33	33.19	72,554	6,046.17	34.88	76,248	6,354.00	36.66	80,094	6,744.50	38.51	84,164	7,086.33	40.88
106	69,692	5,807.67	33.51	73,221	6,101.75	35.20	76,971	6,414.25	37.01	80,934	6,809.33	38.91	85,036	7,157.83	41.30
107	70,341	5,861.75	33.82	73,928	6,160.67	35.54	77,790	6,482.50	37.40	81,712	6,874.42	39.28	85,894	7,227.33	41.70
108	71,085	5,923.75	34.18	74,709	6,225.75	35.92	78,534	6,544.50	37.76	82,493	6,947.08	40.08	86,728	7,298.50	42.11
109	71,864	5,988.67	34.55	75,504	6,292.00	36.30	79,298	6,608.17	38.12	83,365	7,013.67	40.46	87,582	7,371.25	42.53
110	72,554	6,046.17	34.88	76,248	6,354.00	36.66	80,094	6,744.50	38.51	84,164	7,086.33	40.88	88,455	7,448.83	42.97
111	73,221	6,101.75	35.20	76,971	6,414.25	37.01	80,934	6,809.33	38.91	85,036	7,157.83	41.30	89,386	7,521.67	43.39
112	73,928	6,160.67	35.54	77,790	6,482.50	37.40	81,712	6,874.42	39.28	85,894	7,227.33	41.70	90,260	7,592.58	43.80
113	74,709	6,225.75	35.92	78,534	6,544.50	37.76	82,493	6,947.08	40.08	86,728	7,298.50	42.11	91,111	7,673.17	44.27
114	75,504	6,292.00	36.30	79,298	6,608.17	38.12	83,365	7,013.67	40.46	87,582	7,371.25	42.53	92,078	7,749.17	44.71
115	76,248	6,354.00	36.66	80,094	6,744.50	38.51	84,164	7,086.33	40.88	88,455	7,448.83	42.97	92,990	7,826.50	45.15
116	76,971	6,414.25	37.01	80,934	6,809.33	38.91	85,036	7,157.83	41.30	89,386	7,521.67	43.39	93,918	7,905.58	45.61
117	77,790	6,482.50	37.40	81,712	6,874.42	39.28	85,894	7,227.33	41.70	90,260	7,592.58	43.80	94,867	8,063.33	46.06
118	78,534	6,544.50	37.76	82,493	6,947.08	40.08	86,728	7,298.50	42.11	91,111	7,673.17	44.27	95,813	8,141.00	46.52
119	79,298	6,608.17	38.12	83,365	7,013.67	40.46	87,582	7,371.25	42.53	92,078	7,448.83	42.97	96,760	8,222.92	47.01
120	80,094	6,674.50	38.51	84,164	7,086.33	40.88	88,455	7,448.83	42.97	93,918	7,521.67	43.39	97,692	8,306.42	47.44
121	80,934	6,744.50	38.91	85,036	7,157.83	41.30	89,386	7,521.67	43.39	94,867	7,673.17	44.27	98,675	8,386.42	47.88
122	81,712	6,809.33	39.28	85,894	7,227.33	41.70	90,260	7,592.58	43.80	95,813	7,749.17	44.71	99,715	8,463.33	48.27
123	82,493	6,874.42	39.66	86,728	7,298.50	42.11	91,111	7,673.17	44.27	96,760	7,749.17	44.71	100,757	8,541.00	48.66
124	83,365	6,947.08	40.08	87,582	7,371.25	42.53	92,078	7,448.83	42.97	97,692	7,521.67	43.39	101,665	8,618.33	49.01

RANGE NO.	STEP A			STEP B			STEP C			STEP D			STEP E		
	Annual	Monthly	Hourly	Annual	Monthly	Hourly	Annual	Monthly	Hourly	Annual	Monthly	Hourly	Annual	Monthly	Hourly
125	84,164	7,013.67	40.46	88,455	7,371.25	42.53	92,990	7,749.17	44.71	97,692	8,141.00	46.97	102,670	8,555.83	49.36
126	85,036	7,086.33	40.88	89,386	7,448.83	42.97	93,918	7,826.50	45.15	98,675	8,222.92	47.44	103,730	8,644.17	49.87
127	85,894	7,157.83	41.30	90,260	7,521.67	43.39	94,867	7,905.58	45.61	99,715	8,309.58	47.94	104,785	8,732.08	50.38
128	86,728	7,227.33	41.70	91,111	7,592.58	43.80	95,813	7,984.42	46.06	100,757	8,396.42	48.44	105,827	8,818.92	50.88
129	87,582	7,298.50	42.11	92,078	7,673.17	44.27	96,760	8,063.33	46.52	101,665	8,472.08	48.88	106,886	8,907.17	51.39
130	88,455	7,371.25	42.53	92,990	7,749.17	44.71	97,692	8,141.00	46.97	102,670	8,555.83	49.36	107,964	8,997.00	51.91
131	89,386	7,448.83	42.97	93,918	7,826.50	45.15	98,675	8,222.92	47.44	103,730	8,644.17	49.87	109,025	9,085.42	52.42
132	90,260	7,521.67	43.39	94,867	7,905.58	45.61	99,715	8,309.58	47.94	104,785	8,732.08	50.38	110,101	9,175.08	52.93
133	91,111	7,592.58	43.80	95,813	7,984.42	46.06	100,757	8,063.33	46.52	101,665	8,472.08	48.88	111,234	9,269.50	53.48
134	92,078	7,673.17	44.27	96,760	8,063.33	46.52	101,665	8,472.08	48.88	106,886	8,907.17	51.39	112,386	9,365.50	54.03
135	92,990	7,749.17	44.71	97,692	8,141.00	46.97	102,670	8,555.83	49.36	107,964	8,997.00	51.91	113,447	9,453.92	54.54
136	93,918	7,826.50	45.15	98,675	8,222.92	47.44	103,730	8,644.17	49.87	109,025	9,085.42	52.42	114,596	9,549.67	55.09
137	94,867	7,905.58	45.61	99,715	8,309.58	47.94	104,785	8,732.08	50.38	110,101	9,175.08	52.93	115,784	9,648.67	55.67
138	95,813	7,984.42	46.06	100,757	8,396.42	48.44	105,827	8,818.92	50.88	111,234	9,269.50	53.48	116,921	9,743.42	56.21
139	96,760	8,063.33	46.52	101,665	8,472.08	48.88	106,886	8,907.17	51.39	112,386	9,365.50	54.03	118,109	9,842.42	56.78
140	97,692	8,141.00	46.97	102,670	8,555.83	49.36	107,964	8,997.00	51.91	113,447	9,453.92	54.54	119,279	9,939.92	57.35
141	98,675	8,222.92	47.44	103,682	8,640.17	49.85	109,025	9,085.42	52.42	114,596	9,549.67	55.09	120,505	10,042.08	57.94
142	99,715	8,309.58	47.94	104,785	8,732.08	50.38	110,101	9,175.08	52.93	115,784	9,648.67	55.67	121,676	10,139.67	58.50
143	100,757	8,396.42	48.44	105,827	8,818.92	50.88	111,234	9,269.50	53.48	116,921	9,743.42	56.21	122,883	10,240.25	59.08
144	101,665	8,472.08	48.88	106,886	8,907.17	51.39	112,386	9,365.50	54.03	118,109	9,842.42	56.78	124,054	10,337.83	59.64
145	102,670	8,555.83	49.36	107,964	8,997.00	51.91	113,447	9,453.92	54.54	119,279	9,939.92	57.35	125,351	10,445.92	60.26
146	103,730	8,644.17	49.87	109,025	9,085.42	52.42	114,596	9,549.67	55.09	120,505	10,042.08	57.94	126,615	10,551.25	60.87
147	104,785	8,732.08	50.38	110,101	9,175.08	52.93	115,784	9,648.67	55.67	121,676	10,139.67	58.50	127,808	10,650.67	61.45
148	105,827	8,818.92	50.88	111,234	9,269.50	53.48	116,921	9,743.42	56.21	122,883	10,240.25	59.08	129,144	10,762.00	62.09
149	106,886	8,907.17	51.39	112,386	9,365.50	54.03	118,109	9,842.42	56.78	124,054	10,337.83	59.64	130,390	10,865.83	62.69
150	107,964	8,997.00	51.91	113,447	9,453.92	54.54	119,279	9,939.92	57.35	125,351	10,445.92	60.26	131,726	10,977.17	63.33
151	109,025	9,085.42	52.42	114,596	9,549.67	55.09	120,505	10,042.08	57.94	126,615	10,551.25	60.87	133,083	11,090.25	63.98
152	110,101	9,175.08	52.93	115,784	9,648.67	55.67	121,676	10,139.67	58.50	127,808	10,650.67	61.45	134,439	11,203.25	64.63
153	111,234	9,269.50	53.48	116,921	9,743.42	56.21	122,883	10,240.25	59.08	129,144	10,762.00	62.09	135,685	11,307.08	65.23
154	112,386	9,365.50	54.03	118,109	9,842.42	56.78	124,054	10,337.83	59.64	130,390	10,865.83	62.69	137,097	11,424.75	65.91
155	113,447	9,453.92	54.54	119,279	9,939.92	57.35	125,351	10,445.92	60.26	131,726	10,977.17	63.33	138,472	11,539.33	66.57
156	114,596	9,549.67	55.09	120,505	10,042.08	57.94	126,615	10,551.25	60.87	133,083	11,090.25	63.98	139,863	11,655.25	67.24
157	115,784	9,648.67	55.67	121,676	10,139.67	58.50	127,808	10,650.67	61.45	134,439	11,203.25	64.63	141,239	11,769.92	67.90
158	116,921	9,743.42	56.21	122,883	10,240.25	59.08	129,144	10,762.00	62.09	135,685	11,307.08	65.23	142,688	11,890.67	68.60
159	118,109	9,842.42	56.78	124,054	10,337.83	59.64	130,390	10,865.83	62.69	137,097	11,424.75	65.91	144,139	12,011.58	69.30
160	119,279	9,939.92	57.35	125,351	10,445.92	60.26	131,726	10,977.17	63.33	138,472	11,539.33	66.57	145,548	12,129.00	69.98

NOTES REGARDING LONGEVITY INCREMENTS:

\$2,300 per year completion of 10 years of service
 \$2,900 per year completion of 15 years of service
 \$3,500 per year completion of 20 years of service
 \$4,100 per year completion of 25 years of service
 \$4,700 per year completion of 30 years of service

Appendix C

Benefits



Your Summary of Benefits

SISC 100-B \$10 Anthem Classic PPO

This Summary of Benefits is a brief overview of your plan's benefits only. The benefits listed are for both in state and out of state members, there may be differences in benefits depending on where you reside. For more detailed information about the benefits in your plan, please refer to your Certificate of Insurance or Evidence of Coverage (EOC), which explains the full range of covered services, as well as any exclusions and limitations for your plan. In addition to dollar and percentage copays, members are responsible for deductibles, as described below. Please review the deductible information to know if a deductible applies to a specific covered service. Certain Covered Services have maximum visit and/or day limits per year. The number of visits and/or days allowed for these services will begin accumulating on the first visit and/or day, regardless of whether your Deductible has been met. Members are also responsible for all costs over the plan maximums. Plan maximums and other important information appear in italics. Benefits are subject to all terms, conditions, limitations, and exclusions of the Policy.

Subject to Utilization Review

Certain services are subject to the utilization review program. Before scheduling services, the member must make sure utilization review is obtained. If utilization review is not obtained, benefits may be reduced or not paid, according to the plan.

Explanation of Maximum Allowed Amount

Maximum Allowed Amount is the total reimbursement payable under the plan for covered services received from Participating and Non-Participating Providers. It is the payment towards the services billed by a provider combined with any applicable deductible, copayment or coinsurance.

PPO Providers—The rate the provider has agreed to accept as reimbursement for covered services. Members are not responsible for the difference between the provider's usual charges & the maximum allowed amount.

Non-PPO Providers—For non-emergency care, reimbursement amount is based on: an Anthem Blue Cross rate or fee schedule, a rate negotiated with the provider, information from a third party vendor, or billed charges. Members are responsible for the difference between the provider's usual charges & the maximum allowed amount.

For Medical Emergency care rendered by a Non-Participating Provider or Non-Contracting Hospital, reimbursement is based on the reasonable and customary value. Members may be responsible for any amount in excess of the reasonable and customary value.

When using Non-PPO and Other Health Care Providers, members are responsible for any difference between the covered expense & actual charges, as well as any deductible & percentage copay.

Calendar year deductible for all providers \$100/member; \$300/family

(4th quarter carryover applies)(Deductible applies to out-of-pocket maximum)

Co-pay for emergency room services \$100/visit *(waived if admitted directly from ER)*

Annual Out-of-Pocket Maximums

PPO Providers Only* \$1,000/member; \$3,000/family

*Member copayments and coinsurance for Emergency Medical Care with a Non-PPO Provider also apply to the PPO Out-of-Pocket Maximums.

The following do not apply to out-of-pocket maximums: non-covered expense. After a member reaches the out-of-pocket maximum, the member remains responsible for costs in excess of the covered expense.

Lifetime Maximum	Unlimited	
Covered Services	PPO: Per Member Copay	Non-PPO: Per Member Copay ¹
Preventive Care Services		
Preventive Care Services including*, physical exams, preventive screenings <i>(including screenings for cancer, HPV, diabetes, cholesterol, blood pressure, hearing and vision, immunizations, health education, intervention services, HIV testing), and additional preventive care for women provided for in the guidelines supported by the Health Resources and Services Administration. *This list is not exhaustive. This benefit includes all Preventive Care Services required by federal and state law.</i>	No copay <i>(deductible waived)</i>	Not Covered
Physician Medical Services		
• Office & home visits	\$10/visit ² <i>(deductible waived)</i>	See footnote 1
• Hospital & skilled nursing facility visits	0%	See footnote 1
• Surgeon & surgical assistant; anesthesiologist or anesthesiologist	0%	See footnote 1
• Drugs administered by a medical provider <i>(certain drugs are subject to utilization review)</i>	0%	See footnote 1
Diabetes Education Programs <i>(requires physician supervision)</i>		
• Teach members & their families about the disease process, the daily management of diabetic therapy & self-management training	\$10/visit ² <i>(deductible waived)</i>	See footnote 1

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Covered Services	PPO: Per Member Copay	Non-PPO: Per Member Copay ¹
Physical Therapy, Physical Medicine & Occupational Therapy, including Chiropractic Services <i>(subject to medical necessity review administered by American Specialty Health- ASH)</i>	0%	Not Covered
Speech Therapy • Outpatient speech therapy	0%	See footnote 1
Acupuncture ³ • Services for the treatment of disease, illness or injury <i>(limited to 12 visits/calendar year)</i>	0%	50% of maximum allowed amount ⁵
Diagnostic X-ray & Lab • Other diagnostic x-ray & lab	0%	Not Covered
Advanced Imaging <i>(subject to utilization review)</i> • MRI, CT Scan, PET Scan & nuclear cardiac exam	0%	See footnote 1 <i>(benefit limited to \$800/procedure)</i>
Urgent Care <i>(physician services)</i>	\$10/visit ² <i>(deductible waived)</i>	See footnote 1
Emergency Care • Emergency room services & supplies <i>(\$100 co-pay waived if admitted inpatient)</i> ⁴ • Inpatient hospital services & supplies ⁴ • Physician services ⁴	0% 0% 0%	0% of maximum allowed amount for true emergency ⁵ 0% first 48 hours ⁵ ; After 48 hours: all billed amounts exceeding \$600/day unless member cannot be moved safely 0% of maximum allowed amount for true emergency ⁵
Hospital Medical Services <i>(subject to utilization review for inpatient and certain outpatient services; waived for emergency admissions)</i> • Semi-private room, medically necessary services & supplies • Outpatient medical care, surgical services & supplies <i>(hospital care other than emergency room care)</i>	0% 0%	All billed amounts exceeding \$600/day 50% of maximum allowed amount ⁵
Skilled Nursing Facility <i>(subject to utilization review)</i> • Semi-private room, services & supplies <i>(limited to 100 days/calendar year; limit does not apply to mental health and substance abuse)</i>	0%	All billed amounts exceeding \$600/day
Related Outpatient Medical Services & Supplies ⁵ • Ground or air ambulance transportation, services & disposable supplies <i>(air ambulance in a non-medical emergency is subject to pre-service review and benefit limited to \$50,000 for non-PPO)</i> • Blood transfusions, blood processing & the cost of unreplaced blood & blood products • Autologous blood (self-donated blood collection, testing, processing & storage for planned surgery)	\$100 copay and then 0% 0% 0%	\$100 copay and then 0% maximum allowed amount for true emergency ⁵ 0% maximum allowed amount ⁵ 0% maximum allowed amount ⁵
Ambulatory Surgical Centers <i>(certain surgeries are subject to utilization review)</i> • Outpatient surgery, services & supplies	0%	All billed amounts exceeding \$350/day
Pregnancy & Maternity Care • Physician office visits • Prescription drug for abortion (<i>mifepristone</i>) Normal delivery, cesarean section, complications of pregnancy & abortion. Refer to the Physician & Hospital Medical Services benefits for both inpatient and outpatient hospital coverage.	\$10/visit ² <i>(deductible waived)</i> 0%	See footnote 1 See footnote 1
Mental or Nervous Disorders and Substance Abuse • Inpatient facility care <i>(subject to utilization review; waived for emergency admissions)</i> • Inpatient physician visits • Outpatient facility care • Physician office visits <i>(Behavioral Health treatment for Autism or Pervasive development disorders requires pre-service review)</i>	0% 0% 0% \$10/visit ² <i>(deductible waived)</i>	All billed amounts exceeding \$600/day See footnote 1 50% of maximum allowed amount ⁵ See footnote 1

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Covered Services	PPO: Per Member Copay	Non-PPO: Per Member Copay ¹
Durable Medical Equipment <i>(may be subject to utilization review)</i> <ul style="list-style-type: none"> Rental or purchase of DME and all medical supplies <i>(breast pump and supplies are covered under preventive care at no charge for in-network only)</i> Hearing aid supplies and equipment <i>(limited to \$700 per 24 months)</i> 	0%	Not Covered
Home Health Care <i>(subject to utilization review)</i> <ul style="list-style-type: none"> Services & supplies from a home health agency <i>(limited to 100 visits/calendar year, one visit by a home health aide equals four hours or less; not covered while member receives hospice care)</i> 	0%	All billed amounts exceeding \$150/day. See footnote 1
Home Infusion Therapy <i>(subject to utilization review)</i> <ul style="list-style-type: none"> Includes medication, ancillary services & supplies; caregiver training & visits by provider to monitor therapy; durable medical equipment; lab services 	0%	All billed amounts exceeding \$600/day
Hemodialysis <ul style="list-style-type: none"> Outpatient hemodialysis services & supplies 	0%	All billed amounts exceeding \$350/visit
Hospice Care <ul style="list-style-type: none"> Inpatient or outpatient services; family bereavement services 	No copay <i>(deductible waived)</i>	All billed amounts exceeding the maximum allowed amount
Bariatric Surgery <i>(subject to utilization review; covered only when performed at a designated Blue Distinction Center for Specialty Care – Bariatric Surgery)</i> <ul style="list-style-type: none"> Acute care hospital (inpatient or outpatient) and Ambulatory Surgery Center services provided in connection with medically necessary surgery for weight loss, only for morbid obesity Travel expenses when member's home is 50 miles or more from the nearest designated Blue Distinction Center for Specialty Care Bariatric Surgery <i>(\$3,000 maximum travel benefit per surgery)</i> 	0%	Not Covered
Hip/Knee/Spine <i>(subject to utilization review; covered only when performed at a designated Blue Distinction Plus Center for Specialty Care)</i> <ul style="list-style-type: none"> Inpatient services provided in connection with medically necessary surgery for hip/knee/spine Travel expenses when member's home is 50 miles or more from the nearest hip/knee/spine Blue Distinction Plus Center <i>(\$6,000 maximum travel benefit)</i> 	0%	Not Covered
Organ & Tissue Transplants <i>(subject to utilization review; specified transplants covered only when performed at Centers of Medical Excellence [CME] and Blue Distinction Centers for Specialty Care [BDCSC] for California; Blue Distinction Centers for Specialty Care [BDCSC] for out of California)</i> <ul style="list-style-type: none"> Inpatient services provided in connection with non-investigative organ or tissue transplants Transplant travel expense for an authorized, specified transplant <i>(recipient & companion transportation limited to \$10,000 per transplant)</i> Unrelated donor search, limited to \$30,000 per transplant 	0%	Not Covered
Prosthetic Devices <ul style="list-style-type: none"> Coverage for breast prostheses; prosthetic devices to restore a method of speaking; surgical implants; artificial limbs or eyes; the first pair of contact lenses or eyeglasses when required as a result of eye surgery; & therapeutic shoes & inserts for members with diabetes <i>(2 pairs each/calendar year)</i> 	0%	Not Covered

Certain types of physicians may not be represented in the PPO network in the state where the member receives services. If such physician is not available in the service area, the member's copay is the same as for PPO (with and without pre-notification, if applicable). Member is responsible for applicable copays, deductibles and charges which exceed covered expense. This Summary of Benefits has been updated to comply with federal requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

¹ The plan pays 100% of the fee schedule. The member is responsible for all amounts exceeding the fee schedule.

² The dollar copay applies only to the visit itself. An additional copay applies for any services performed in office (i.e., X-ray, lab, surgery), after any applicable deductible.

³ Acupuncture services can be performed by a certified acupuncturist (C.A.), a doctor of medicine (M.D.), a doctor of osteopathy (D.O.), a podiatrist (D.P.M.), or a dentist (D.D.S.).

⁴ The allowable rate for non-PPO emergency care within 48 hours is based on a reasonable charge, not the scheduled amount.

⁵ These providers may not be represented in the PPO network in the state where the member receives services. Reimbursements for these non-PPO providers are based on a reasonable charge, not the scheduled amount.

Classic PPO Plan-Exclusions and Limitations

Not Medically Necessary. Services or supplies that are not medically necessary, as defined.

Experimental or Investigative. Any experimental or investigative procedure or medication. But, if member is denied benefits because it is determined that the requested treatment is experimental or investigative, the member may request an independent medical review, as described in the Evidence of Coverage (EOC).

Outside the United States. Services or supplies furnished and billed by a provider outside the United States, unless such services or supplies are furnished in connection with urgent care or an emergency.

Crime or Nuclear Energy. Conditions that result from (1) the member's commission of or attempt to commit a felony, as long as any injuries are not a result of a medical condition or an act of domestic violence; or (2) any release of nuclear energy, whether or not the result of war, when government funds are available for the treatment of illness or injury arising from the release of nuclear energy.

Not Covered. Services received before the member's effective date. Services received after the member's coverage ends, except as specified as covered in the EOC.

Excess Amounts. Any amounts in excess of covered expense or any medical benefit maximum.

Work-Related. Any injury, condition or disease arising out of employment for which benefits or payments are covered by any worker's compensation law or similar law. If we provide benefits for such injuries, conditions or diseases we shall be entitled to establish a lien or other recovery under section 4903 of the California Labor Code or any other applicable law, as specified in the EOC/Certificate.

Government Treatment. Any services the member actually received that were provided by a local, state or federal government agency, except when payment under this plan is expressly required by federal or state law. We will not cover payment for these services if the member is not required to pay for them or they are given to the member for free.

Services of Relatives. Professional services received from a person living in the member's home or who is related to the member by blood or marriage, except as specified as covered in the EOC.

Voluntary Payment. Services for which the member has no legal obligation to pay, or for which no charge would be made in the absence of insurance coverage or other health plan coverage, except services received at a non-governmental charitable research hospital. Such a hospital must meet the following guidelines: 1. It must be internationally known as being devoted mainly to medical research; 2. At least 10% of its yearly budget must be spent on research not directly related to patient care; 3. At least one-third of its gross income must come from donations or grants other than gifts or payments for patient care; 4. It must accept patients who are unable to pay; and 5. Two-thirds of its patients must have conditions directly related to the hospital's research.

Not Specifically Listed. Services not specifically listed in the plan as covered services.

Private Contracts. Services or supplies provided pursuant to a private contract between the member and a provider, for which reimbursement under Medicare program is prohibited, as specified in Section 1802 (42 U.S.C. 1395a) of Title XVIII of the Social Security Act.

Inpatient Diagnostic Tests. Inpatient room and board charges in connection with a hospital stay primarily for diagnostic tests which could have been performed safely on an outpatient basis.

Mental or Nervous Disorders. Academic or educational testing, counseling, and remediation. Mental or nervous disorders or substance abuse, including rehabilitative care in relation to these conditions, except as specified as covered in the EOC.

Orthodontia. Braces, other orthodontic appliances or orthodontic services.

Dental Services or Supplies. For dental treatment, regardless of origin or cause, except as specified below. "Dental treatment" includes but is not limited to preventative care and fluoride treatments; dental x rays, supplies, appliances, dental implants and all associated expenses; diagnosis and treatment related to the teeth, jawbones or gums, including but not limited to:

1. Extraction, restoration, and replacement of teeth;
2. Services to improve dental clinical outcomes. This exclusion does not apply to the following:
 1. Services which we are required by law to cover;
 2. Services specified as covered in this booklet;
 3. Dental services to prepare the mouth for radiation therapy to treat head and/or neck cancer.

Hearing Aids or Tests. Hearing aids and routine hearing tests, except as specified as covered in the EOC.

Optometric Services or Supplies. Optometric services, eye exercises including orthoptics. Routine eye exams and routine eye refractions, as specified as covered in the EOC. Eyeglasses or contact lenses, except as specified as covered in the EOC.

Outpatient Occupational Therapy. Outpatient occupational therapy, except by a home health agency, hospice, or home infusion therapy provider, as specified as covered in the EOC.

Outpatient Speech Therapy. Outpatient speech therapy, except as specified as covered in the EOC.

Cosmetic Surgery. Cosmetic surgery or other services performed solely for beautification or to alter or reshape normal (including aged) structures or tissues of the body to improve appearance. This exclusion does not apply to reconstructive surgery (that is, surgery performed to correct deformities caused by congenital or developmental abnormalities, illness, or injury for the purpose of improving bodily function or symptomatology or to create a normal appearance), including surgery performed to restore symmetry following mastectomy. Cosmetic surgery does not become reconstructive surgery because of psychological or psychiatric reasons.

Commercial Weight Loss Programs. Weight loss programs, whether or not they are pursued under medical or physician supervision, unless specifically listed as covered in this plan. This exclusion includes, but is not limited to, commercial weight loss programs (Weight Watchers, Jenny Craig, LA Weight Loss) and fasting programs. This exclusion does not apply to medically necessary treatments for morbid obesity or dietary evaluations and counseling, and behavioral modification programs for the treatment of anorexia nervosa or bulimia nervosa. Surgical treatment for morbid obesity is covered as described in the Evidence of Coverage (EOC).

Sterilization Reversal, Infertility Treatment. Any services or supplies furnished in connection with the diagnosis and treatment of infertility, including, but not limited to diagnostic tests, medication, surgery, artificial insemination, in vitro fertilization, sterilization reversal and gamete intrafallopian transfer.

Surrogate Mother Services. For any services or supplies provided to a person not covered under the plan in connection with a surrogate pregnancy (including, but not limited to, the bearing of a child by another woman for an infertile couple).

Gene Therapy. Gene therapy as well as any drugs, procedures, health care services related to it that introduce or is related to the introduction of genetic material into a person intended to replace or correct faulty or missing genetic material.

Orthopedic Supplies. Orthopedic supplies, orthopedic shoes (other than shoes joined to braces), or non-custom molded and cast shoe inserts, except for therapeutic shoes and inserts for the prevention and treatment of diabetes-related foot complications as specified as covered in the EOC.

Air Conditioners. Air purifiers, air conditioners or humidifiers.

Custodial Care or Rest Cures. Inpatient room and board charges in connection with a hospital stay primarily for environmental change or physical therapy. Services provided by a rest home, a home for the aged, a nursing home or any similar facility. Services provided by a skilled nursing facility or custodial care or rest cures, except as specified as covered in the EOC.

Health Club Memberships. Health club memberships, exercise equipment, charges from a physical fitness instructor or personal trainer, or any other charges for activities, equipment or facilities used for developing or maintaining physical fitness, even if ordered by a physician. This exclusion also applies to health spas.

Personal Items. Any supplies for comfort, hygiene or beautification.

Education or Counseling. Educational services or nutritional counseling, except as specified as covered in the EOC. This exclusion does not apply to counseling for the treatment of anorexia nervosa or bulimia nervosa.

Food or Dietary Supplements. Nutritional and/or dietary supplements, except as provided in this plan or as required by law. This exclusion includes, but is not limited to, those nutritional formulas and dietary supplements that can be purchased over the counter, which by law do not require either a written prescription or dispensing by a licensed pharmacist.

Telephone and Facsimile Machine Consultations. Consultations provided by telephone or facsimile machine.

Routine Exams or Tests. Routine physical exams or tests which do not directly treat an actual illness, injury or condition, including those required by employment or government authority, except as specified as covered in the EOC.

Acupuncture. Acupuncture treatment, except as specified as covered in the EOC. Acupressure or massage to control pain, treat illness or promote health by applying pressure to one or more specific areas of the body based on dermatomes or acupuncture points.

Eye Surgery for Refractive Defects. Any eye surgery solely or primarily for the purpose of correcting refractive defects of the eye such as nearsightedness (myopia) and/or astigmatism. Contact lenses and eyeglasses required as a result of this surgery.

Physical Therapy or Physical Medicine. Services of a physician for physical therapy or physical medicine, except when provided during a covered inpatient confinement or as specified as covered in the EOC.

Outpatient Prescription Drugs and Medications. Outpatient prescription drugs or medications and insulin, except as specified as covered in the EOC. Any non-prescription, over-the-counter patent or proprietary drug or medicine. Cosmetics, health or beauty aids.

Specialty Pharmacy Drugs. Specialty pharmacy drugs that must be obtained from the specialty pharmacy program, but, which are obtained from a retail pharmacy, are not covered by this plan. **Member will have to pay the full cost of the specialty pharmacy drugs obtained from a retail pharmacy that should have been obtained from the specialty pharmacy program.**

Contraceptive Devices. Contraceptive devices prescribed for birth control except as specified as covered in the EOC.

Medical Equipment, Devices and Supplies. This plan does not cover the following:

- Replacement or repair of purchased or rental equipment because of misuse, abuse, or loss/theft.
- Surgical supports, casts, or articles of clothing unless needed to recover from surgery or injury.
- Enhancements to standard equipment and devices that is not medically necessary.
- Supplies, equipment and appliances that include comfort, luxury, or convenience items or features that exceed what is medically necessary in your situation.

This exclusion does not apply to the medically necessary treatment as specifically stated as covered in the EOC/Certificate.

Diabetic Supplies. Prescription and non-prescription diabetic supplies except as specified as covered in the EOC.

Private Duty Nursing. Private duty nursing services.

Residential accommodations. Residential accommodations to treat medical or behavioral health conditions, except when provided in a hospital, hospice, skilled nursing facility or residential treatment center.

Lifestyle Programs. Programs to alter one's lifestyle which may include but are not limited to diet, exercise, imagery or nutrition. This exclusion will not apply to cardiac rehabilitation programs approved by us.

Varicose Vein Treatment. Treatment of varicose veins or telangiectatic dermal veins (spider veins) by any method (including sclerotherapy or other surgeries) when services are rendered for cosmetic purposes.

Wigs.

Third Party Liability. — Anthem Blue Cross is entitled to reimbursement of benefits paid if the member recovers damages from a legally liable third party.

Coordination of Benefits. — The benefits of this plan may be reduced if the member has any other group health or dental coverage so that the services received from all group coverages do not exceed 100% of the covered expense.



Self-Insured Schools of California (SISC) Pharmacy Benefit Schedule

PLAN RX 5-20

	Walk-In				Mail	
	Network		Costco		Costco	Navitus
Days' Supply*	30	90	30	90	90	30
Generic	\$5	N/A	FREE	FREE	FREE	N/A
Brand	\$20	N/A	\$20	\$50	\$50	N/A
Specialty	N/A	N/A	N/A	N/A	N/A	\$20
Out-of-Pocket Maximum	\$1,500 Individual / \$2,500 Family					

SISC urges members to use generic drugs when available. If you or your physician requests the brand name when a generic equivalent is available, you will pay the generic copay plus the difference in cost between the brand and generic. The difference in cost between the brand and generic will not count toward the Annual Out-of-Pocket Maximum.

*Members may receive up to 30 days and/or up to 90 days supply of medication at participating pharmacies. Some narcotic pain and cough medications are not included in the Costco Free Generic or 90-day supply programs. Navitus contracts with most independent and chain pharmacies with the exception of Walgreens.

Mail Order Service

The Mail Order Service allows you to receive a 90-day supply of maintenance medications. This program is part of your pharmacy benefit and is **voluntary**.

Specialty Pharmacy

Lumicera Specialty Services helps members who are taking medications for certain chronic illnesses or complex diseases by providing services that offer convenience and support. This program is part of your pharmacy benefit and is **mandatory**.

For information regarding the Prescription Drug Program call or visit on-line:

Navitus Customer Care 1-866-333-2757 (toll-free) TTY (toll free) 711 www.navitus.com

Navi-Gate® for Members allows you to access personalized pharmacy benefit information online at www.navitus.com. For information specific to your plan, visit Navi-Gate® for Members. Activate your account online using the Member Login link and an activation email will be sent to you. The site provides access to prescription benefits, pharmacy locator, drug search, drug interaction information, medication history, and mail order information. The site is available 24 hours a day, seven days a week.

Classic PPO Plan-Exclusions and Limitations

Not Medically Necessary. Services or supplies that are not medically necessary, as defined.

Experimental or Investigative. Any experimental or investigative procedure or medication. But, if member is denied benefits because it is determined that the requested treatment is experimental or investigative, the member may request an independent medical review, as described in the Evidence of Coverage (EOC).

Outside the United States. Services or supplies furnished and billed by a provider outside the United States, unless such services or supplies are furnished in connection with urgent care or an emergency.

Crime or Nuclear Energy. Conditions that result from (1) the member's commission of or attempt to commit a felony, as long as any injuries are not a result of a medical condition or an act of domestic violence; or (2) any release of nuclear energy, whether or not the result of war, when government funds are available for the treatment of illness or injury arising from the release of nuclear energy.

Not Covered. Services received before the member's effective date. Services received after the member's coverage ends, except as specified as covered in the EOC.

Excess Amounts. Any amounts in excess of covered expense or any medical benefit maximum.

Work-Related. Any injury, condition or disease arising out of employment for which benefits or payments are covered by any worker's compensation law or similar law. If we provide benefits for such injuries, conditions or diseases we shall be entitled to establish a lien or other recovery under section 4903 of the California Labor Code or any other applicable law, as specified in the EOC/Certificate.

Government Treatment. Any services the member actually received that were provided by a local, state or federal government agency, except when payment under this plan is expressly required by federal or state law. We will not cover payment for these services if the member is not required to pay for them or they are given to the member for free.

Services of Relatives. Professional services received from a person living in the member's home or who is related to the member by blood or marriage, except as specified as covered in the EOC.

Voluntary Payment. Services for which the member has no legal obligation to pay, or for which no charge would be made in the absence of insurance coverage or other health plan coverage, except services received at a non-governmental charitable research hospital. Such a hospital must meet the following guidelines: 1. It must be internationally known as being devoted mainly to medical research; 2. At least 10% of its yearly budget must be spent on research not directly related to patient care; 3. At least one-third of its gross income must come from donations or grants other than gifts or payments for patient care; 4. It must accept patients who are unable to pay; and 5. Two-thirds of its patients must have conditions directly related to the hospital's research.

Not Specifically Listed. Services not specifically listed in the plan as covered services.

Private Contracts. Services or supplies provided pursuant to a private contract between the member and a provider, for which reimbursement under Medicare program is prohibited, as specified in Section 1802 (42 U.S.C. 1395a) of Title XVIII of the Social Security Act.

Inpatient Diagnostic Tests. Inpatient room and board charges in connection with a hospital stay primarily for diagnostic tests which could have been performed safely on an outpatient basis.

Mental or Nervous Disorders. Academic or educational testing, counseling, and remediation. Mental or nervous disorders or substance abuse, including rehabilitative care in relation to these conditions, except as specified as covered in the EOC.

Orthodontia. Braces, other orthodontic appliances or orthodontic services.

Dental Services or Supplies. For dental treatment, regardless of origin or cause, except as specified below. "Dental treatment" includes but is not limited to preventative care and fluoride treatments; dental x rays, supplies, appliances, dental implants and all associated expenses; diagnosis and treatment related to the teeth, jawbones or gums, including but not limited to:

1. Extraction, restoration, and replacement of teeth; 2. Services to improve dental clinical outcomes. This exclusion does not apply to the following:

1. Services which we are required by law to cover; 2. Services specified as covered in this booklet;

3. Dental services to prepare the mouth for radiation therapy to treat head and/or neck cancer.

Hearing Aids or Tests. Hearing aids and routine hearing tests, except as specified as covered in the EOC.

Optometric Services or Supplies. Optometric services, eye exercises including orthoptics. Routine eye exams and routine eye refractions, as specified as covered in the EOC. Eyeglasses or contact lenses, except as specified as covered in the EOC.

Outpatient Occupational Therapy. Outpatient occupational therapy, except by a home health agency, hospice, or home infusion therapy provider, as specified as covered in the EOC.

Outpatient Speech Therapy. Outpatient speech therapy, except as specified as covered in the EOC.

Cosmetic Surgery. Cosmetic surgery or other services performed solely for beautification or to alter or reshape normal (including aged) structures or tissues of the body to improve appearance. This exclusion does not apply to reconstructive surgery (that is, surgery performed to correct deformities caused by congenital or developmental abnormalities, illness, or injury for the purpose of improving bodily function or symptomatology or to create a normal appearance), including surgery performed to restore symmetry following mastectomy. Cosmetic surgery does not become reconstructive surgery because of psychological or psychiatric reasons.

Commercial Weight Loss Programs. Weight loss programs, whether or not they are pursued under medical or physician supervision, unless specifically listed as covered in this plan. This exclusion includes, but is not limited to, commercial weight loss programs (Weight Watchers, Jenny Craig, LA Weight Loss) and fasting programs. This exclusion does not apply to medically necessary treatments for morbid obesity or dietary evaluations and counseling, and behavioral modification programs for the treatment of anorexia nervosa or bulimia nervosa. Surgical treatment for morbid obesity is covered as described in the Evidence of Coverage (EOC).

Sterilization Reversal, Infertility Treatment. Any services or supplies furnished in connection with the diagnosis and treatment of infertility, including, but not limited to diagnostic tests, medication, surgery, artificial insemination, in vitro fertilization, sterilization reversal and gamete intrafallopian transfer.

Surrogate Mother Services. For any services or supplies provided to a person not covered under the plan in connection with a surrogate pregnancy (including, but not limited to, the bearing of a child by another woman for an infertile couple).

Gene Therapy. Gene therapy as well as any drugs, procedures, health care services related to it that introduce or is related to the introduction of genetic material into a person intended to replace or correct faulty or missing genetic material.

Orthopedic Supplies. Orthopedic supplies, orthopedic shoes (other than shoes joined to braces), or non-custom molded and cast shoe inserts, except for therapeutic shoes and inserts for the prevention and treatment of diabetes-related foot complications as specified as covered in the EOC.

Air Conditioners. Air purifiers, air conditioners or humidifiers.

Custodial Care or Rest Cures. Inpatient room and board charges in connection with a hospital stay primarily for environmental change or physical therapy. Services provided by a rest home, a home for the aged, a nursing home or any similar facility. Services provided by a skilled nursing facility or custodial care or rest cures, except as specified as covered in the EOC.

Health Club Memberships. Health club memberships, exercise equipment, charges from a physical fitness instructor or personal trainer, or any other charges for activities, equipment or facilities used for developing or maintaining physical fitness, even if ordered by a physician. This exclusion also applies to health spas.

Personal Items. Any supplies for comfort, hygiene or beautification.

Education or Counseling. Educational services or nutritional counseling, except as specified as covered in the EOC. This exclusion does not apply to counseling for the treatment of anorexia nervosa or bulimia nervosa.

Food or Dietary Supplements. Nutritional and/or dietary supplements, except as provided in this plan or as required by law. This exclusion includes, but is not limited to, those nutritional formulas and dietary supplements that can be purchased over the counter, which by law do not require either a written prescription or dispensing by a licensed pharmacist.

Telephone and Facsimile Machine Consultations. Consultations provided by telephone or facsimile machine.

Routine Exams or Tests. Routine physical exams or tests which do not directly treat an actual illness, injury or condition, including those required by employment or government authority, except as specified as covered in the EOC.

Acupuncture. Acupuncture treatment, except as specified as covered in the EOC. Acupressure or massage to control pain, treat illness or promote health by applying pressure to one or more specific areas of the body based on dermatomes or acupuncture points.

Eye Surgery for Refractive Defects. Any eye surgery solely or primarily for the purpose of correcting refractive defects of the eye such as nearsightedness (myopia) and/or astigmatism. Contact lenses and eyeglasses required as a result of this surgery.

Physical Therapy or Physical Medicine. Services of a physician for physical therapy or physical medicine, except when provided during a covered inpatient confinement or as specified as covered in the EOC.

Outpatient Prescription Drugs and Medications. Outpatient prescription drugs or medications and insulin, except as specified as covered in the EOC. Any non-prescription, over-the-counter patent or proprietary drug or medicine. Cosmetics, health or beauty aids.

Specialty Pharmacy Drugs. Specialty pharmacy drugs that must be obtained from the specialty pharmacy program, but, which are obtained from a retail pharmacy, are not covered by this plan. **Member will have to pay the full cost of the specialty pharmacy drugs obtained from a retail pharmacy that should have been obtained from the specialty pharmacy program.**

Contraceptive Devices. Contraceptive devices prescribed for birth control except as specified as covered in the EOC.

Medical Equipment, Devices and Supplies. This plan does not cover the following:

- Replacement or repair of purchased or rental equipment because of misuse, abuse, or loss/theft.
- Surgical supports, corsets, or articles of clothing unless needed to recover from surgery or injury.
- Enhancements to standard equipment and devices that is not medically necessary.
- Supplies, equipment and appliances that include comfort, luxury, or convenience items or features that exceed what is medically necessary in your situation.

This exclusion does not apply to the medically necessary treatment as specifically stated as covered in the EOC/Certificate.

Diabetic Supplies. Prescription and non-prescription diabetic supplies except as specified as covered in the EOC.

Private Duty Nursing. Private duty nursing services.

Residential accommodations. Residential accommodations to treat medical or behavioral health conditions, except when provided in a hospital, hospice, skilled nursing facility or residential treatment center.

Lifestyle Programs. Programs to alter one's lifestyle which may include but are not limited to diet, exercise, imagery or nutrition. This exclusion will not apply to cardiac rehabilitation programs approved by us.

Vascular Vein Treatment. Treatment of varicose veins or telangiectatic dermal veins (spider veins) by any method (including sclerotherapy or other surgeries) when services are rendered for cosmetic purposes.

Wigs.

Third Party Liability — Anthem Blue Cross is entitled to reimbursement of benefits paid if the member recovers damages from a legally liable third party.

Coordination of Benefits — The benefits of this plan may be reduced if the member has any other group health or dental coverage so that the services received from all group coverages do not exceed 100% of the covered expense.

Disclosure Form

\$10_DOV_10_100 DayRX (SISC)

Home Region: California

**Principal benefits for
Kaiser Permanente Traditional Plan**

(10/1/17–9/30/18)

Accumulation Period

The Accumulation Period for this plan is 1/1/17 through 12/31/17 (calendar year).

Out-of-Pocket Maximum(s) and Deductible(s)

For Services that apply to the Plan Out-of-Pocket Maximum, you will not pay any more Cost Share for the rest of the Accumulation Period once you have reached the amounts listed below.

Amounts Per Accumulation Period	Self-Only Coverage (a Family of one Member)	Family Coverage Each Member in a Family of two or more Members	Family Coverage Entire Family of two or more Members
Plan Out-of-Pocket Maximum	\$1,500	\$1,500	\$3,000
Plan Deductible	None	None	None
Drug Deductible	None	None	None

Professional Services (Plan Provider office visits)**You Pay**

Most Primary Care Visits and most Non-Physician Specialist Visits	\$10 per visit
Most Physician Specialist Visits	\$10 per visit
Routine physical maintenance exams, including well-woman exams	No charge
Well-child preventive exams (through age 23 months)	No charge
Family planning counseling and consultations	No charge
Scheduled prenatal care exams	No charge
Routine eye exams with a Plan Optometrist	No charge
Urgent care consultations, evaluations, and treatment	\$10 per visit
Most physical, occupational, and speech therapy	\$10 per visit

Outpatient Services**You Pay**

Outpatient surgery and certain other outpatient procedures	\$10 per procedure
Allergy injections (including allergy serum)	No charge
Most immunizations (including the vaccine)	No charge
Most X-rays and laboratory tests	No charge
Covered individual health education counseling	No charge
Covered health education programs	No charge

Hospitalization Services**You Pay**

Room and board, surgery, anesthesia, X-rays, laboratory tests, and drugs	No charge
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Emergency Health Coverage**You Pay**

Emergency Department visits	\$100 per visit
Note: This Cost Share does not apply if you are admitted directly to the hospital as an inpatient for covered Services (see "Hospitalization Services" for inpatient Cost Share).	

Ambulance Services**You Pay**

Ambulance Services	\$50 per trip
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Prescription Drug Coverage**You Pay**

Covered outpatient items in accord with our drug formulary guidelines:	
Most generic items at a Plan Pharmacy or through our mail-order service	\$10 for up to a 100-day supply
Most brand-name items at a Plan Pharmacy or through our mail-order service	\$10 for up to a 100-day supply
Most specialty items at a Plan Pharmacy	\$10 for up to a 30-day supply

Durable Medical Equipment (DME)**You Pay**

DME items in accord with our DME formulary guidelines	No charge
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Mental Health Services**You Pay**

Inpatient psychiatric hospitalization	No charge
Individual outpatient mental health evaluation and treatment	\$10 per visit
Group outpatient mental health treatment	\$5 per visit

Chemical Dependency Services**You Pay**

Inpatient detoxification	No charge
Individual outpatient chemical dependency evaluation and treatment	\$10 per visit
Group outpatient chemical dependency treatment	\$5 per visit

(continues)

Disclosure Form*(continued)***Home Health Services****You Pay**

Home health care (up to 100 visits per Accumulation Period) No charge

Other**You Pay**

Skilled nursing facility care (up to 100 days per benefit period) No charge

Prosthetic and orthotic devices No charge

Hospice care No charge

This is a summary of the most frequently asked-about benefits. This chart does not explain benefits, Cost Share, out-of-pocket maximums, exclusions, or limitations, nor does it list all benefits and Cost Share amounts. For a complete explanation, please refer to the *EOC*. Please note that we provide all benefits required by law (for example, diabetes testing supplies).

Provided by American Specialty Health Plans of California, Inc. (ASH Plans)



Your Kaiser Permanente **CHIROPRACTIC and ACUPUNCTURE** benefits

**When you need chiropractic or acupuncture care,
follow these simple steps:**

- 1.** Find an ASH Plans Participating Provider near you:
 - Go to ashlink.com/ash/kp, or
 - Call **1-800-678-9133** (TTY **711**), Monday through Friday,
from 5 a.m. to 6 p.m. Pacific time.
- 2.** Schedule an appointment.
- 3.** Pay for your office visit when you arrive for your appointment.

(See the reverse for more details.)

YOUR KAISER PERMANENTE COMBINED CHIROPRACTIC AND ACUPUNCTURE BENEFIT

Services	Cost Sharing and Office Visit Maximums
<p>Chiropractic Services are covered when provided by a Participating Provider and Medically Necessary to treat or diagnose Neuromusculoskeletal Disorders. Acupuncture Services are covered when a Participating Provider finds that the Services are Medically Necessary to treat or diagnose Neuromusculoskeletal Disorders, nausea, or pain. You can obtain Services from any ASH Plans Participating Providers without a referral from a Kaiser Permanente Plan Physician.</p>	<p>Office visit cost share: \$10 copay per visit</p> <p>Office visit limit: Up to a combined total of 30 medically necessary Chiropractic and Acupuncture visits per year</p> <p>Chiropractic appliance benefit: If the amount of the appliance in the ASH Plans fee schedule exceeds \$50, you will pay the amount in excess of \$50, and that payment will not apply toward the Plan Deductible or Plan Out-of-Pocket Maximum. Covered chiropractic appliances are limited to: elbow supports, back supports, cervical collars, cervical pillows, heel lifts, hot or cold packs, lumbar braces and supports, lumbar cushions, orthotics, wrist supports, rib belts, home traction units, ankles braces, knee braces, rib supports, and wrist braces.</p>
<p>Office visits: Covered Services are limited to Medically Necessary Chiropractic and Acupuncture Services authorized and provided by ASH Plans Participating Providers except for the initial examination, emergency and urgent Chiropractic and Acupuncture Services, and Services that are not available from Participating Providers or other licensed providers with which ASH contracts to provide covered care. Each office visit counts toward any visit limit, if applicable, even if acupuncture or a chiropractic adjustment is not provided during the visit.</p>	
<p>X-rays and laboratory tests: Medically Necessary X-rays and laboratory tests are covered at no charge when prescribed as part of covered chiropractic care and a Participating Provider provides the Services or refers you to another licensed provider with which ASH contracts for the Services.</p>	
Participating Providers	
<p>ASH Plans contracts with Participating Providers and other licensed providers to provide covered Chiropractic Services (including laboratory tests, X-rays, and chiropractic appliances). ASH Plans contracts with Participating Providers to provide acupuncture care (including adjunctive therapies, such as acupressure, moxibustion, or breathing techniques, when provided during the same course of treatment and in conjunction with acupuncture). You must receive covered Services from a Participating Provider or another licensed provider with which ASH contracts, except for Emergency Chiropractic Services, Emergency Acupuncture Services, Urgent Chiropractic Services, and Urgent Acupuncture Services, and Services that are not available from Participating Providers or other licensed providers with which ASH contracts to provide covered Services that are authorized in advance by ASH Plans. The list of Participating Providers is available on the ASH Plans website at ashlink.com/ash/kp or from the ASH Plans Customer Service Department at 1-800-678-9133. The list of Participating Providers is subject to change at any time without notice.</p>	
How to Obtain Covered Services	
<p>To obtain covered Services, call a Participating Provider to schedule an initial examination. If additional Services are required, verification that the Services are Medically Necessary may be required. Your Participating Provider will request any medical necessity determinations. An ASH Plan's clinician in the same or similar specialty as the provider of Services under review will decide whether Services are or were Medically Necessary. ASH Plans will disclose to you, upon request, the written criteria it uses to make the decision to authorize, modify, delay, or deny a request for authorization. If you have questions or concerns, please contact the ASH Plans Customer Service Department.</p>	
Second Opinions	
<p>You may request a second opinion in regard to covered Services by contacting another Participating Provider. A Participating Provider may also request a second opinion in regard to covered Services by referring you to another Participating Provider in the same or similar specialty.</p>	
Your Costs	
<p>When you receive covered Services, you must pay your Cost Share as described in the <i>Combined Chiropractic and Acupuncture Services Amendment</i> of your Health Plan <i>Evidence of Coverage</i>. The Cost Share does not apply toward the Plan Out-of-Pocket Maximum described in the Health Plan <i>Evidence of Coverage</i> (unless you have a plan with an HSA option).</p>	
Emergency and Urgent Chiropractic and Acupuncture Services	
<p>We cover Emergency Chiropractic Services, Emergency Acupuncture Services, Urgent Chiropractic Services, and Urgent Acupuncture Services provided by both Participating Providers and Non-Participating Providers. We do not cover follow-up or continuing care from a Non-Participating Provider unless ASH Plans has authorized the services in advance. Also, we do not cover services from a Non-Participating Provider that ASH Plans determines are not Emergency Chiropractic Services, Emergency Acupuncture Services, Urgent Chiropractic Services, or Urgent Acupuncture Services.</p>	
Getting Assistance	
<p>If you have questions about the Services you can get from an ASH Plans Participating Provider or another licensed provider with which ASH contracts, you may call ASH Plans Customer Service Department at 1-800-678-9133 (TTY users call 711), weekdays from 5 a.m. to 6 p.m. Pacific time.</p>	
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YOUR KAISER PERMANENTE COMBINED CHIROPRACTIC AND ACUPUNCTURE BENEFIT

Grievances

You can file a grievance with Kaiser Permanente regarding any issue. Your grievance must explain your issue, such as the reasons why you believe a decision was in error or why you are dissatisfied with Services you received. You may submit your grievance orally or in writing to Kaiser Permanente as described in your Health Plan *Evidence of Coverage*.

Exclusions and Limitations

- Acupuncture Services for conditions other than Neuromusculoskeletal Disorders, nausea, and pain
- Services for asthma or addiction, such as nicotine addiction
- Hypnotherapy, behavior training, sleep therapy, and weight programs
- Thermography
- Experimental or investigational Services
- CT scans, MRIs, PET scans, bone scans, nuclear medicine, and any other types of diagnostic imaging or radiology other than X-rays covered under the "Covered Services" section of your *Combined Chiropractic and Acupuncture Services Amendment*
- Ambulance and other transportation
- Education programs, nonmedical self-care or self-help, any self-help physical exercise training, and any related diagnostic testing
- Services for pre-employment physicals or vocational rehabilitation
- Acupuncture performed with reusable needles
- Air conditioners, air purifiers, therapeutic mattresses, chiropractic appliances, durable medical equipment, supplies, devices, appliances, and any other item except those listed as covered in your *Combined Chiropractic and Acupuncture Services Amendment*
- Drugs and medicines, including non-legend or proprietary drugs and medicines
- Services you receive outside the state of California, except for Emergency Chiropractic Services, Emergency Acupuncture Services, Urgent Chiropractic Services, or Urgent Acupuncture Services
- Hospital services, anesthesia, manipulation under anesthesia, and related services
- For Chiropractic Services, adjunctive therapy not associated with spinal, muscle, or joint manipulations
- For Acupuncture Services, adjunctive therapies unless provided during the same course of treatment and in conjunction with acupuncture
- Dietary and nutritional supplements, such as vitamins, minerals, herbs, herbal products, injectable supplements, and similar products
- Massage therapy
- Services provided by a chiropractor that are not within the scope of licensure for a chiropractor licensed in California
- Services provided by an acupuncturist that are not within the scope of licensure for an acupuncturist licensed in California
- Maintenance care (services provided to Members whose treatment records indicate that they have reached maximum therapeutic benefit)

Definitions

Acupuncture Services: The stimulation of certain points on or near the surface of the body by the insertion of needles to prevent or modify the perception of pain or to normalize physiological functions (including adjunctive therapies, such as acupressure, cupping, moxibustion, or breathing techniques, when provided during the same course of treatment and in conjunction with acupuncture) when provided by an acupuncturist for the treatment of your Neuromusculoskeletal Disorder, nausea (such as nausea related to chemotherapy, postsurgical pain, or pregnancy), or pain (such as lower back pain, shoulder pain, joint pain, or headaches).

ASH Plans: American Specialty Health Plans of California, Inc., a California corporation.

Chiropractic Services: Services provided or prescribed by a chiropractor (including laboratory tests, X-rays, and chiropractic appliances) for the treatment of your Neuromusculoskeletal Disorder.

Emergency Acupuncture Services: Covered Acupuncture Services provided for the treatment of a Neuromusculoskeletal Disorder, nausea, or pain, which manifests itself by acute symptoms of sufficient severity (including severe pain) such that a reasonable person could expect the absence of immediate Acupuncture Services to result in serious jeopardy to your health or body functions or organs.

Emergency Chiropractic Services: Covered Chiropractic Services provided for the treatment of a Neuromusculoskeletal Disorder which manifests itself by acute symptoms of sufficient severity (including severe pain) such that a reasonable person could expect the absence of immediate Chiropractic Services to result in serious jeopardy to your health or body functions or organs.

Neuromusculoskeletal Disorders: Conditions with associated signs and symptoms related to the nervous, muscular, or skeletal systems. Neuromusculoskeletal Disorders are conditions typically categorized as structural, degenerative, or inflammatory disorders, or biomechanical dysfunction of the joints of the body or related components of the motor unit (muscles, tendons, fascia, nerves, ligaments/capsules, discs, and synovial structures), and related neurological manifestations or conditions.

Participating Provider: An acupuncturist who is licensed to provide acupuncture services in California and who has a contract with ASH Plans to provide Medically Necessary Acupuncture Services to you, or a chiropractor who is licensed to provide chiropractic services in California and who has a contract with ASH Plans to provide Medically Necessary Chiropractic Services to you. *(continues)*

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YOUR KAISER PERMANENTE COMBINED CHIROPRACTIC AND ACUPUNCTURE BENEFIT

Definitions (continued)

Urgent Acupuncture Services: Acupuncture Services that meet all of the following requirements:

- They are necessary to prevent serious deterioration of your health resulting from an unforeseen illness, injury, or complication of an existing condition, including pregnancy.
- They cannot be delayed until you return to the Service Area.

Urgent Chiropractic Services: Chiropractic Services that meet all of the following requirements:

- They are necessary to prevent serious deterioration of your health, resulting from an unforeseen illness, injury, or complication of an existing condition, including pregnancy.
- They cannot be delayed until you return to the Service Area.

This is a summary and is intended to highlight only the most frequently asked questions about the chiropractic and acupuncture benefit, including cost shares. Please refer to the *Combined Chiropractic and Acupuncture Services Amendment of the Kaiser Foundation Health Plan, Inc., Evidence of Coverage* for a detailed description of the chiropractic and acupuncture benefits, including exclusions and limitations, Emergency Chiropractic Services, Emergency Acupuncture Services, Urgent Chiropractic Services, or Urgent Acupuncture Services.

Kaiser Foundation Health Plan, Inc. (Health Plan) contracts with American Specialty Health Plans of California, Inc. (ASH Plans) to make the ASH Plans network of Participating Providers available to you. You can obtain covered Services from any Participating Provider without a referral from a Plan Physician. Your Cost Share is due when you receive covered Services. Please see the definitions section of your *Combined Chiropractic and Acupuncture Services Amendment of the Kaiser Foundation Health Plan, Inc., Evidence of Coverage* for terms you should know.

 American Specialty Health
Plans of California

 Please recycle. September 2016

 KAISER PERMANENTE.

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ATTENTION: If you speak English, language assistance services, free of charge, are available to you. Call 1-800-678-9133 (TTY: 1-877-257-2746).

ملحوظة: إذا كنت تتحدث انكليزية، فإن خدمات المساعدة اللغوية متوافرة لك بالمجان. اتصل برقم 1-800-678-9133 (رقم هاتف الصم والبكم: 1-877-257-2746).

Ուշադրություն: Եթե խոսում եք հայերեն, ապա ձեզ անվճար կապող են տրամադրվել լեզվական օգնություններ: Տեղեկանքներ 1-800-678-9133 (TTY (հեռադիպ)՝ 1-877-257-2746):

توجه: اگر به زبان فارسی گفتگو می کنید، تسهیلات زبانی بصورت رایگان برای شما فراهم می باشد. با 1-800-678-9133 (TTY: 1-877-257-2746) تماس بگیرید.

ध्यान दें: यदि आप हिंदी बोलते हैं तो आपके लिए मुफ्त में भाषा सहायता सेवाएं उपलब्ध हैं। 1-800-678-9133 (TTY: 1-877-257-2746) पर कॉल करें।

LUS CEEV: Yog tias koj hais lus Hmoob, cov kev pab txog lus, muaj kev pab dawb rau koj. Hu rau 1-800-678-9133 (TTY: 1-877-257-2746).

注意事項：日本語を話される場合、無料の言語支援をご利用いただけます。1-800-678-9133（TTY: 1-877-257-2746）まで、お電話にてご連絡ください。

ப്രயோ: இந்தமொழிகளில் குறிப்பிட்ட, மொழிதொழில்நுட்பம் இந்தமொழிகளில் கிடைக்கக்கூடியது. ☎ 1-800-678-9133 (TTY: 1-877-257-2746).

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-800-678-9133 (TTY: 1-877-257-2746)번으로 전화해 주십시오.

Díí baa akó nínízin: Díí saad bee yánilti'go Diné Bizaad, saad bee áká'ánida'áwo'déé', t'áá jiik'eh, éi ná hóló, kojí' hódíilnih 1-800-678-9133 (TTY: 1-877-257-2746).

ਧਿਆਨ ਦਿਓ: ਜੇ ਤੁਸੀਂ ਪੰਜਾਬੀ ਬੋਲਦੇ ਹੋ, ਤਾਂ ਭਾਸ਼ਾ ਵਿੱਚ ਸਹਾਇਤਾ ਸੇਵਾ ਤੁਹਾਡੇ ਲਈ ਮੁਫਤ ਉਪਲਬਧ ਹੈ। 1-800-678-9133 (TTY: 1-877-257-2746) 'ਤੇ ਕਾਲ ਕਰੋ।

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-800-678-9133 (телетайп: 1-877-257-2746).

ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-800-678-9133 (TTY: 1-877-257-2746).

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-800-678-9133 (TTY: 1-877-257-2746).

ไทย: ถ้าพูดภาษาไทยคุณสามารถใช้บริการช่วยเหลือทางภาษาได้ฟรี โทร 1-800-678-9133 (TTY: 1-877-257-2746)

注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電 1-800-678-9133 (TTY: 1-877-257-2746)。

CHỦ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-800-678-9133 (TTY: 1-877-257-2746).

Appendix D

Holidays



SAN JOSÉ•EVERGREEN COMMUNITY COLLEGE DISTRICT
HOLIDAY SCHEDULE
FOR 2019 – 2020

July 4, 2019 (Thurs.)	Independence Day	Legal Holiday
September 2, 2019 (Mon.)	Labor Day	Legal Holiday
November 11, 2019 (Mon.)	Veterans Day	Legal Holiday
November 28, 2019 (Thurs.)	Thanksgiving	Legal Holiday
November 29, 2019 (Fri.)	Day After Thanksgiving	District Holiday
December 24, 2019 (Tues.)	Christmas Eve	District Holiday
December 25, 2019 (Wed.)	Christmas Day	Legal Holiday
December 26, 2019 (Thurs.)	Admissions Day	District Holiday
December 27, 2019 (Fri.)	Floating Holiday	District Holiday
December 30, 2019 (Mon.)	Board-Granted Holiday	District Holiday
December 31, 2019 (Tues.)	Board-Granted Holiday	District Holiday
January 1, 2020 (Wed.)	New Year's Day	Legal Holiday
January 20, 2020 (Mon.)	Martin Luther King Day	Legal Holiday
February 14, 2020 (Fri.)	Lincoln's "B" Day	Legal Holiday
February 17, 2020 (Mon.)	Washington's "B" Day	Legal Holiday
April 16, 2020 (Thurs.)	Observance of Native American Day	District Holiday
April 17, 2020 (Fri.)	Observance of Cesar Chavez Day	District Holiday
May 25, 2020 (Mon.)	Memorial Day	Legal Holiday



SAN JOSÉ•EVERGREEN COMMUNITY COLLEGE DISTRICT
HOLIDAY SCHEDULE
FOR 2020 – 2021

July 3, 2020 (Fri.)	Observance of Independence Day	Legal Holiday
September 7, 2020 (Mon.)	Labor Day	Legal Holiday
November 11, 2020 (Wed.)	Veterans Day	Legal Holiday
November 26, 2020 (Thurs.)	Thanksgiving	Legal Holiday
November 27, 2020 (Fri.)	Day After Thanksgiving	District Holiday
December 24, 2020 (Thurs.)	Christmas Eve	District Holiday
December 25, 2020 (Fri.)	Christmas Day	Legal Holiday
December 28, 2020 (Mon.)	Admissions Day	District Holiday
December 29, 2020 (Tues.)	Floating Holiday	District Holiday
December 30, 2020 (Wed.)	Board-Granted Holiday	District Holiday
December 31, 2020 (Thurs.)	Board-Granted Holiday	District Holiday
January 1, 2021 (Fri.)	New Year's Day	Legal Holiday
January 18, 2021 (Mon.)	Martin Luther King Day	Legal Holiday
February 12, 2021 (Fri.)	Lincoln's "B" Day	Legal Holiday
February 15, 2021 (Mon.)	Washington's "B" Day	Legal Holiday
April 8, 2021 (Thurs.)	Observance of Native American Day	District Holiday
April 9, 2021 (Fri.)	Observance of Cesar Chavez Day	District Holiday
May 31, 2021 (Mon.)	Memorial Day	Legal Holiday



SAN JOSÉ•EVERGREEN COMMUNITY COLLEGE DISTRICT
HOLIDAY SCHEDULE
FOR 2021 – 2022

July 5, 2021 (Mon.)	Observance of Independence Day	Legal Holiday
September 6, 2021 (Mon.)	Labor Day	Legal Holiday
November 12, 2021 (Fri.)	Veterans Day	Legal Holiday
November 25, 2021 (Thurs.)	Thanksgiving	Legal Holiday
November 26, 2021 (Fri.)	Day After Thanksgiving	District Holiday
December 23, 2021 (Thurs.)	Christmas Eve (Observance)	District Holiday
December 24, 2021 (Fri.)	Christmas (Observance)	Legal Holiday
December 27, 2021 (Mon.)	Admissions Day	District Holiday
December 28, 2021 (Tues.)	Floating Holiday	District Holiday
December 29, 2021 (Wed.)	Board-Granted Holiday	District Holiday
December 30, 2021 (Thurs.)	New Year's Eve (Observance)	District Holiday
December 31, 2021 (Fri.)	New Year's Day (Observance)	Legal Holiday
January 17, 2022 (Mon.)	Martin Luther King Day	Legal Holiday
February 18, 2022 (Fri.)	President's Day (Observance)	Legal Holiday
February 21, 2022 (Mon.)	Washington's Birthday	Legal Holiday
April 14, 2022 (Thurs.)	Observance of Native American Day	District Holiday
April 15, 2022 (Fri.)	Observance of Cesar Chavez Day	District Holiday
May 30, 2022 (Mon.)	Memorial Day	Legal Holiday

Appendix E

Leave Form



SAN JOSE/EVERGREEN COMMUNITY COLLEGE DISTRICT

CSEA Leave Request Form

All absences should be requested and approved prior to the leave being taken except in emergencies. In addition, an attendance report is to be submitted to payroll by the 10th of the month.

Name: _____

Department: _____

I request (type of leave):

- | | | |
|---|--|--|
| <input type="checkbox"/> Sick* | <input type="checkbox"/> Bereavement | <input type="checkbox"/> Unpaid Leave |
| <input type="checkbox"/> Personal Necessity | <input type="checkbox"/> New Parents | <input type="checkbox"/> FMLA/CFRA |
| <input type="checkbox"/> Jury Duty | <input type="checkbox"/> Military Leave | <input type="checkbox"/> Personal Business |
| <input type="checkbox"/> Vacation | <input type="checkbox"/> Compensatory Time | |

for _____ day (number of hours/days) _____ (dates).

Signature of Employee_____
Date_____
Signature of Supervisor_____
Date

*Sick leave may require medical certification. Please refer to the collective bargaining contract: CSEA Article's 6.8 Compensatory Time, 12 Vacation & 13 Absences from Work.

Please forward a copy of all leave requests, except vacation and personal, to Human Resources.

Appendix F

Professional Growth Form



**SAN JOSE/EVERGREEN COMMUNITY COLLEGE DISTRICT
CLASSIFIED PROFESSIONAL GROWTH AWARD**

(PLEASE SUBMIT ONE APPLICATION FORM PER COURSE)

Please attach a copy of the course description to the application:

(NOTE: UNIT MEMBERS MUST HAVE COMPLETED THE 12 MONTH PROBATIONARY PERIOD)

Name: _____

Employee # _____ SSN# _____ Location: _____ Ext _____

Dept: _____ Supervisor: _____

Job Title: _____

Work Schedule: ☐ Sun _____ ☐ Mon _____ ☐ Tues _____ ☐ Wed _____

List Work Hours: _____
☐ Thurs _____ ☐ Fri _____ ☐ Sat _____

Have you completed the 12 month probationary period? _____

COURSE INFORMATION:

Type: () Adult Education () College Course - Semester _____

() Seminar Workshop () Other: _____

() Special Program

Location: _____ Dept. & Course # _____ () Day () Eve

Title: _____

Start Date: _____ End Date: _____ Days: _____ Time: _____

Units Earned: _____ (OR) Hrs. of Credit: _____ Final Grade: _____

EXPLANATION OF COURSE BENEFIT: (Attach a separate sheet if necessary)

VERIFICATION STATEMENT

The District is not paying the above course nor is this course being attended during scheduled work hours.
 In accordance with Article 20 of the CSEA Collective Bargaining Agreement.

 SIGNATURE

 DATE

Appendix G

Memorandum of Understanding

Side Letter of Agreement Between CSEA, Chapter 363 and
San Jose-Evergreen Community College District

Summer Alternate Work Schedule and Overtime Pay Exemption

This Side Letter of Agreement between CSEA, Chapter 363 (Union) and the San José-Evergreen Community College District (District) represents an agreement regarding the provision that unit members may elect an alternate work schedule of either 4/10 or 9/80 for the months of June, July and part of August if offered by the supervisor. The alternate work schedule shall not be subject to overtime pay.

The Union and the District agree to the following terms:

This agreement only applies to alternate work schedules for the summer months of June, July and part of August

Supervisors have the discretion whether to offer summer alternate work schedules.

Unit members may voluntarily select a summer alternate work schedule or may choose to maintain regular work schedule.

When unit members select a Summer Alternate Work Schedule of 4/10 or 9/80 any time worked exceeding 8 hours in one day shall not be subject to overtime pay. Any time worked over the Summer Alternate Work Schedule shall be subject to overtime pay.

Beginning in April 2019, for those supervisors choosing to offer the Summer Alternate Work Schedule, a notice shall be provided to unit members. Supervisor and unit members shall work collaboratively to plan for appropriate coverage for the affected months when work schedules shall be adjusted. Summer scheduling shall be completed by May 1st. The Summer Alternative Work Schedule will not permit offices (District or Colleges) to fully close on any work days that it would otherwise normally be open during the summer.

For the week of the July 4th holiday, unit members are to return to regular work schedule to account for the holiday pay.

This agreement is effective June 3, 2019 and sunsets August 16, 2019.


SJECD District Representative Date 3/28/19


CSEA, Chapter 363 Date 3/28/19

 3/23/19
February 12, 2019

Appendix H

Altered Work Schedule Forms



DISTRICT INITIATED WORK SCHEDULE CHANGE CSEA Article 8.3

Employee Name: _____ Classification: _____
 Department: _____ Location: _____
 Supervisor: _____
 Date: _____

Original and Work Schedule Change

Proposed Change:

From: _____

 To: _____

Beginning: _____ Ending: _____ (8.3 – six (6) months maximum)

Reason for work schedule change: _____

- 8.2 The normal workweek is Monday through Friday and the normal workday is from 8:00 a.m. to 5:00 p.m. The operating hours of the District include evening and weekends.
- 8.4 Employees are given one rest period of 15 minutes during each 4-hour period. Rest periods cannot be used to increase the length of the lunch period nor to shorten the workday.
- 8.5 All employees working the normal workweek are entitled to an unpaid meal break of no more than 60 minutes scheduled approximately near the middle of the work shift unless otherwise mutually agreed with the employee. Employees working 5 hours or less may elect to work their shift without a lunch break with prior approval of the supervisor. *Although the contract provides for flexibility of the meal break, office services shall be provided during normal working hours.*

Unit Member Notification: _____ Date: _____
 Union Notification: _____ Date: _____
 Effective Date: _____

If work schedule change is extended by mutual agreement, confirm and determination by parties:

Unit Member Date: _____
 CSEA Date: _____
 Supervisor/Administrator Date: _____

Revised: 5.15



**(UNIT MEMBER INITIATED ALTERED WORK SCHEDULE CHANGE
CSEA Article 8.8**

Employee Name: _____ **Position:** _____
Department: _____ **Location:** _____
Supervisor: _____
Date: _____

Original and Altered Work Schedule

Hours: _____ **Change to:** _____
Days: _____ **Change to:** _____
Beginning: _____ **Ending:** _____ (8.8 – twelve (12) months maximum)
Reason for work schedule change: _____

- 8.2 The normal workweek is Monday through Friday and the normal workday is from 8:00 a.m. to 5:00 p.m. The operating hours of the District include evening and weekends.
- 8.4 Employees are given one rest period of 15 minutes during each 4-hour period. Rest periods cannot be used to increase the length of the lunch period nor to shorten the workday.
- 8.5 All employees working the normal workweek are entitled to an unpaid meal break of no more than 60 minutes scheduled approximately near the middle of the work shift unless otherwise mutually agreed with the employee. Employees working 5 hours or less may elect to work their shift without a lunch break with prior approval of the supervisor. *Although the contract provides for flexibility of the meal break, office services shall be provided during normal working hours.*

Required Approval/Acknowledge Signatures

Supervisor: _____ **Date:** _____
☐ Approved ☐ Not Approved

Rationale: _____

CSEA Chapter President/Designee: _____ **Date:** _____
☐ Approved ☐ Not Approved

Rationale: _____

Vice Chancellor of Human Resources/Designee: _____ **Date:** _____
☐ Approved ☐ Not Approved

Rationale: _____

☐ HR to confirm effective date via email **Date:** _____

Note: Any renewal or change requires a new form.

Revised: 3.9.15