COLLECTIVE BARGAINING AGREEMENT

SAN JOSE/EVERGREEN COMMUNITY COLLEGE DISTRICT

AND

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 363

JULY 1, 2013 – JUNE 30, 2016
RE-OPENER JULY 1, 2014 – JUNE 30, 2015

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, 2004: The per capita dues of the State Association shall be assessed at the rate of 1.5% of the first $2,450 of gross monthly salary (exclusive of overtime, but include longevity, professional growth, and anniversary increments). The maximum monthly assessment will be $36.75 to a yearly maximum of $367.50

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.

6.2 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

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:

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<td>15</td>
<td>$1,800</td>
</tr>
<tr>
<td>20</td>
<td>$2,400</td>
</tr>
<tr>
<td>25</td>
<td>$3,000</td>
</tr>
</tbody>
</table>

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 6.3)

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 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/worksite, 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.

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

6.10 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.

6.10.1 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.

6.11 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.

6.12 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.

6.13 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.
6.14   SHIFT ROTATION FOR POLICE OFFICERS

Shift Rotation for police officers shall occur within the first 14 days of January and July each year. Effective January 1, 2004, initial implement of the following rotation order shall have the most senior police office 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:

<table>
<thead>
<tr>
<th>Rotation shift #1:</th>
<th>Monday through Friday 7 am - 3 pm</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rotation shift #2:</td>
<td>Tuesday through Saturday 7 am - 3 pm</td>
</tr>
<tr>
<td>Rotation shift #3:</td>
<td>Tuesday through Saturday 3 pm - 11 pm</td>
</tr>
<tr>
<td>Rotation shift #4:</td>
<td>Sunday 7 am - 3 pm and Monday through Thursday 3 pm - 11 pm</td>
</tr>
</tbody>
</table>

Shift rotations shall be in sequential order as set below:

<table>
<thead>
<tr>
<th>January 2004</th>
<th>July 2004</th>
</tr>
</thead>
<tbody>
<tr>
<td>#1 Officer A</td>
<td>#1 Officer B</td>
</tr>
<tr>
<td>#2 Officer B</td>
<td>#2 Officer C</td>
</tr>
<tr>
<td>#3 Officer C</td>
<td>#3 Officer D</td>
</tr>
<tr>
<td>#4 Officer D</td>
<td>#4 Officer A</td>
</tr>
</tbody>
</table>

During October 2004, this practice will be reviewed. If there are no issues, the following schedule will continue. If at this time there are issues and either party requests, this practice will be reviewed and, if necessary, renegotiated.

<table>
<thead>
<tr>
<th>January 2005</th>
<th>July 2005</th>
<th>January 2006</th>
</tr>
</thead>
<tbody>
<tr>
<td>#1 Officer C</td>
<td>#1 Officer D</td>
<td>#1 Officer A</td>
</tr>
<tr>
<td>#2 Officer D</td>
<td>#2 Officer A</td>
<td>#2 Officer B</td>
</tr>
<tr>
<td>#3 Officer A</td>
<td>#3 Officer B</td>
<td>#3 Officer C</td>
</tr>
<tr>
<td>#4 Officer B</td>
<td>#4 Officer C</td>
<td>#4 Officer D</td>
</tr>
</tbody>
</table>
ARTICLE 7

BENEFITS

7.1 ELIGIBILITY

The District shall provide all eligible unit members and their dependants 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: An eligible unit member’s spouse or domestic partner (subject to the eligibility provisions in each summary plan document) or child up to the age of 26.

7.1.3 Eligible Dependents (Dental, Vision and Employee Assistance Program Benefits)

Subject to the terms of the contract with all providers, eligible dependent is defined as the unit member’s spouse, domestic partner (subject to the eligibility provisions in each summary plan document) or unmarried child under 19 years of age, or if over the age of 19 but under the age of 25, that child is currently enrolled as a full-time student at an accredited institution. Full-time student is defined as being enrolled in 12 semester or quarter units. A dependent over the age of 19 but under the age of 25 who enters or returns to an eligible status will become eligible for coverage on the first day of the month following the date an enrollment application that is filed on the dependent’s behalf.

7.2 MEDICAL BENEFITS

The District shall provide each eligible unit member and their dependents with the option of enrolling in one of the following plans: Kaiser Medical Plan, or Blue Cross PPO Plan. 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 The Kaiser Foundation Health Plan (See Appendix C)

7.2.2 The Blue Cross PPO Plan (See Appendix C )

7.2.3 Medical Benefits Waiver Allowance – SUNSET
The District and CSEA agree to sunset this benefit waiver allowance. The parties agree that as of July 1, 2011 this waiver allowance shall no longer be available to CSEA members. The parties further agree that members utilizing this waiver allowance as of June 30, 2011 shall be grandfathered into this program until the unit member separates from the District. 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.

Effective July 1, 2011 for plan year 2011-2012, CSEA agrees to the following plan design changes for medical benefits:

**Medical Plan Design Changes:**

Anthem Blue Cross
- $15.00 Office Visit
- RX $10-generic/$20-brand/$30 Formulary
- $100 emergency room fee if not admitted

Kaiser
- RX $10-generic/$20 Brand 100 day supply
- $100 emergency co-pay if not admitted

**7.3 DENTAL BENEFITS**

The District shall provide a dental care plan for the unit member and dependents based on benefits substantially equal to the Delta Dental Plan.

**7.4 VISION CARE BENEFITS**

The District shall provide a vision care plan for unit members and their dependents substantially equal to the Medical Eye Services Vision Plan.

**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

The District will also offer a supplemental plan for the dependents of eligible unit members to be paid by the unit member.
7.6 **EMPLOYEE ASSISTANCE PROGRAM**

The EAP provider is United Behavioral Health (UBH). Up to five free appointments are available per episode to all benefited bargaining unit members.

7.7 **CALPERS 457 Plan / HEALTH SAVINGS 125 PLAN**

The District also agrees to establish a 457 plan (defined contribution) and an IRC section 125 plan (health care and dependent care reimbursement plan) for unit members who wish to fund such plans at their own expense.

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 $2,000 per month. “Basic monthly earnings” means 1/12th of the unit member’s annual contract salary.

7.8.2 Such benefit shall be payable after 90 consecutive calendar days or the end of all accumulated sick leave and vacation 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 until age 65 if disability commences prior to age 60; otherwise up to five (5) years or age seventy (70), whichever first occurs; after age 70, 1 year benefit.

7.8.5 Following the exhaustion of applicable paid leave, the District will contribute 50% toward the cost of unit member only medical coverage for up to 6 months or up to $1,200, whichever comes first, 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 the State Workers’ Compensation Insurance Law. Injuries must be reported by the unit member immediately to his/her manager and 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 sixty (60) calendar days 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 Vice Chancellor of Human Resources or designee, who shall serve as coordinator and the Human Resources Benefits Analyst. 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 end 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 members(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.

9.2 TOOLS

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

9.3 REPLACING OR REPAIRING UNIT MEMBER’S PROPERTY

The District shall compensate unit members for documented loss or damage to personal equipment required 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 seventeen (17) 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
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 Effective 2004/5 and 2005/6, César Chavez Day will be celebrated as a holiday on the Friday of Spring break. Thereafter, it will continue to be a holiday, which will be scheduled as close to the actual birthday of César Chavez as possible without impacting the instructional schedule.

11.1.2 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.

11.1.3 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 the hourly equivalent rate of five-sixths of the working day for each full month in which the unit member is in a paid status (maximum of 10 days per fiscal year or 80 hours per employment year), provided the unit member is regularly employed five days per week, seven to eight hours per day. A regular unit member in a paid status for less than seven to eight hours per day 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:

| Years | Per Hours Worked | Vacation hours
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>0 – 1</td>
<td>.03846</td>
<td>80 hrs (10 days)</td>
</tr>
<tr>
<td>2 – 5</td>
<td>.05769</td>
<td>120 hrs (15 days)</td>
</tr>
<tr>
<td>6 – 7</td>
<td>.06539</td>
<td>136 hrs (17 days)</td>
</tr>
<tr>
<td>8 – 9</td>
<td>.06923</td>
<td>144 hrs (18 days)</td>
</tr>
<tr>
<td>10 – 11</td>
<td>.07308</td>
<td>152 hrs (19 days)</td>
</tr>
<tr>
<td>12 – 13</td>
<td>.08077</td>
<td>168 hrs (21 days)</td>
</tr>
<tr>
<td>14 &amp; up</td>
<td>.08461</td>
<td>176 hrs (22 days)</td>
</tr>
</tbody>
</table>

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 300 hours. Unit members will cease to earn further vacation until their accrual decreases below the total of 300 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 Sick Leave pay is subject to the following conditions:

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

13.2.6.2.6 The Differential pay is cumulative and does not begin anew when broken by active service within the fiscal year. The Differential 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 all extended 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.
13.3.2 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.

13.3.6 LEAVE FOR NEW PARENTS

Academic employees and contract or regular classified employees who are new parents ("New Parents") may be eligible to use sick leave to care for their children. New Parents Leave is available in certain situations, as described below.

New Parents shall be allowed up to 30 days of absence each academic year, which include any Personal Necessity Leave, if any, to care for a new child. The 30 days of New Parent Leave shall be deducted from sick leave.

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.

To the extent an employee is eligible for leave pursuant to Section XX – Family Medical Leave Act 1993, the entitlement and use of New Parents Leave shall be satisfied by and run concurrently with leave taken pursuant to Section XX – Family Medical Leave Act 1993 and the California Family Rights Act.

13.4 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.

13.5 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.

13.5.1 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.

13.5.2 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.

13.5.3 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.

13.5.4 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.

13.5.5 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.

13.5.6 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.

13.5.7 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.

13.5.8 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.

13.6 BEREAVEMENT
Each unit member shall be granted necessary time off, with pay, not to exceed three days, or five days if out-of-state travel 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.

13.7 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.

13.8 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.

13.9 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.

13.10 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.

13.10.1 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.
13.10.1.1 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.

13.10.1.2 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 13.12.

13.10.2 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.

13.11 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.

13.11.1 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.

13.11.2 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.

13.11.2.1 Qualifying Events for Purpose of Family Medical Leave

13.11.2.2 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
13.11.2.3 The unit member’s own serious health condition that makes it impossible to perform essential job functions, or

13.11.2.4 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.

13.11.3 Eligible Child
13.11.3.1 A biological, adopted or foster child under the age of 18, or

13.11.3.2 A disabled child of any age, or

13.11.3.3 A child under 18 who is treated as the unit member’s child or for whom the unit member has been “in loco parentis”

13.11.4 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.

13.11.5 Conditions of Leave

13.11.5.1 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.

13.11.5.2 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.

13.11.5.3 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.

13.11.5.4 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.

13.1015.5 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.

13.11.5.6 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.

13.11.6 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.

13.11.7 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.

13.11.8 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.

13.11.9 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.

13.11.10 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.

13.11.11 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.

13.12 CATASTROPHIC ILLNESS LEAVE BANK

13.12.1 Definitions:

13.12.1.1 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.

13.12.1.2 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.

13.12.2 Basic Provisions:

13.12.2.1 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.

13.12.2.2 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.

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

13.12.3 Procedure for Donation:

13.12.3.1 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 13.12.2.1 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

13.12.3.2 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.

13.12.4 Procedure for Requesting:

13.12.4.1 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.

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

13.12.4.3 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.

13.12.5 Ineligibility to receive CIL:

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

13.12.5.1 The unit member has received the maximum of 40 days of CIL.
13.12.5.2 The unit member resigns, retires, dies or is otherwise terminated from employment with the District.

13.12.5.3 The unit member returns to work.

13.12.5.4 The unit member withdraws request for CIL.

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

13.13 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.

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

1. Offer to 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.

2. Offer to 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.

3. When a unit member is not available to perform the necessary assignment, notice shall be listed externally.

The selection process shall include the following guidelines:

1. Notice shall generally mean email notification.

2. Interested unit members are to submit a resume and letter of interest to the appropriate supervisor.

3. Upon receipt, the supervisor shall interview.
   i. Interview shall include supervisor and an appropriate unit member designee. Supervisor may make a recommendation as to the designee.

15.2.1 A unit member selected for the position will accrue seniority in his/her regular classification, not the temporary classification. At the end of the position, the unit member will return to his/her regular position (at the same campus, department, classification, and pay rate). If the unit member would have been entitled to a step increase during the period of time in the position, the unit member will be reinstated 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.

15.2.2 Unit members will apply for such 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.

15.3 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.

15.4 PROMOTIONS

15.4.1 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.

15.4.2 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.

15.4.3 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.

15.4.4 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.
15.4.5 Evaluation of Probationary Promotional unit members.

15.4.5.1 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.

15.4.5.2 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.

15.4.5.3 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 contendre 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. Bay 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 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); the following schedule shall apply:

<table>
<thead>
<tr>
<th>Hours</th>
<th>Semester Unit(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 - 15</td>
<td>= 0.5</td>
</tr>
<tr>
<td>16 - 20</td>
<td>= 1.0</td>
</tr>
<tr>
<td>21 - 30</td>
<td>= 1.5</td>
</tr>
<tr>
<td>31 - 40</td>
<td>= 2.0</td>
</tr>
<tr>
<td>41 - 50</td>
<td>= 2.5</td>
</tr>
<tr>
<td>51 - more</td>
<td>= 3.0</td>
</tr>
</tbody>
</table>

20.4 APPLICATION FOR PROFESSIONAL GROWTH (Application to be revised)

20.4.1 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 fiscal year (July 1 through June 30). Application and supporting documents including official transcripts, for courses completed July 1 to June 30, 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 $75.00 per unit once a year for five years. 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 maximum of twelve (12) units may be earned in a fiscal year. (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 a year, which may result in multiple stipends. The following table is an example of this process:

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.

<table>
<thead>
<tr>
<th>Units carried over</th>
<th>July 1 – June 30 YEAR 1</th>
<th>July 1 – June 30 YEAR 2</th>
<th>July 1 – June 30 YEAR 3</th>
<th>July 1 – June 30 YEAR 4</th>
<th>July 1 – June 30 YEAR 5</th>
<th>July 1 – June 30 YEAR 6</th>
<th>July 1 – June 30 YEAR 7</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Units</td>
<td>6</td>
<td>3</td>
<td>2</td>
<td>4</td>
<td>1</td>
<td>2</td>
<td>5</td>
</tr>
<tr>
<td>Total Units</td>
<td>6</td>
<td>9</td>
<td>11</td>
<td>15</td>
<td>16</td>
<td>12</td>
<td>14</td>
</tr>
<tr>
<td>Total Payment</td>
<td>$450</td>
<td>$675</td>
<td>$825</td>
<td>$1,125</td>
<td>$1,200</td>
<td>$900</td>
<td>$1,050</td>
</tr>
</tbody>
</table>


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 $75.00 x .9163 = $68.72 per unit.)

20.5.4 Payment shall be made 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, 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

The District will pay enrollment fees for courses taken at the San Jose/Evergreen Community College District. 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 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.

21.3 EMPLOYEE ASSISTANCE PROGRAM

Up to five 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.
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 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 Posits 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 abolition 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:

2013-14 Article 6, Salary, and Article 7, Benefits in addition to any other articles mutually agreed upon

2014-15 Article 6, Salary, Article 7, Benefits, and two (2) re-openers each in addition to any other articles mutually agreed upon

2015-16 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, 2016 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/ Rita M. Cepeda  s/ Kim Garcia
Rita M. Cepeda Ed.D, Chancellor  District Chief Negotiator

CALIFORNIA SCHOOL UNIT MEMBERS ASSOCIATION, CHAPTER 363

s/ Arturo Azevedo
CSEA, Chapter 363
Appendix A

Classification
SAN JOSE · EVERGREEN COMMUNITY COLLEGE DISTRICT
CLASSIFIED TITLES & RANGES
FISCAL YEAR 2014-2015

Effective: 7/1/14
Revised: 5/12/15
Board Approved: 5/12/15

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</tr>
</tbody>
</table>

Updated on 5/12/15

2014-15 Classified Salary Schedule

Page 4
Appendix C

Benefits
DISCLOSURE FORM PART ONE — PRINCIPAL BENEFITS FOR
KAISER PERMANENTE TRADITIONAL PLAN
Section 1

The Services described below are covered only if all of the following conditions are satisfied:

- The Services are Medically Necessary
- The Services are provided, prescribed, authorized, or directed by a Plan Physician and you receive the Services from
  Plan Providers inside our Northern California Region Service Area (your Home Region), except where specifically noted to the
  contrary in the Evidence of Coverage (EOC) for authorized referrals, hospice care, Emergency Services, Post-
  Stabilization Care, Out-of-Area Urgent Care, and emergency ambulance Services.

Health Plan believes this coverage is a “grandfathered health plan” under the Patient Protection and Affordable Care Act. If
you have questions about grandfathered health plans, please call our Member Service Call Center.

Annual Out-of-Pocket Maximum for Certain Services
For Services subject to the maximum, you will not pay any more Cost Sharing during a calendar year if the Copayments and
Coinsurance you pay for those Services add up to one of the following amounts:
- For self/only enrollment (a Family of one Member) ........................................ $1,500 per calendar year
- For any one Member in a Family of two or more Members ................................ $1,500 per calendar year
- For an entire Family of two or more Members ............................................... $3,000 per calendar year

Deductible or Lifetime Maximum
- Professional Services (Plan Provider office visits) ] You Pay
  Most primary and specialty care consultations, exams, and treatment .................. $10 per visit
  Routine physical maintenance exams ............................................................. No charge
  Well-child preventive exams (through age 23 months) .................................. No charge
  Family planning counseling .......................................................................... No charge
  Scheduled prenatal care exams and first postpartum follow-up consultation and
  exam .............................................................................................................. No charge
  Eye exams for refraction ................................................................................ No charge
  Hearing exams .............................................................................................. No charge
  Urgent care consultations, exams, and treatment .......................................... $10 per visit
  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
- Health education ........................................................................................ No charge
- Covered individual health education counseling ........................................ No charge
- Covered health educational programs ......................................................... No charge

Hospitalization Services ] You Pay
- Room and board, surgery, anesthesia, X-rays, laboratory tests, and drugs .... No charge

Emergency Health Coverage ] You Pay
- Emergency Department visits ....................................................................... $100 per visit
- Note: This Cost Sharing does not apply if admitted directly to the hospital as an Inpatient for covered Services (see
  “Hospitalization Services” for Inpatient Cost Sharing)

Ambulance Services ] You Pay
- Ambulance Services .................................................................................... No charge

Prescription Drug Coverage ] You Pay
- Covered outpatient items in accord with our drug formulary guidelines at Plan
  Pharmacies or through a mail-order service:
  Most generic items ....................................................................................... $10 for up to a 100-day supply
  Most brand-name items .............................................................................. $20 for up to a 100-day supply

Durable Medical Equipment ] You Pay

Kaiser Foundation Health Plan, Inc., Northern California Region

Section 1 | YOUR HEALTH PLAN BENEFITS

continued
The durable medical equipment items for home use listed in the EOC in accord with our durable medical equipment formulary guidelines (most durable medical equipment is not covered) No charge

<table>
<thead>
<tr>
<th>Mental Health Services</th>
<th>You Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inpatient psychiatric hospitalization</td>
<td>No charge</td>
</tr>
<tr>
<td>Individual outpatient mental health evaluation and treatment</td>
<td>$10 per individual visit</td>
</tr>
<tr>
<td>Group outpatient mental health treatment</td>
<td>$5 per group visit</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Chemical Dependency Services</th>
<th>You Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inpatient detoxification</td>
<td>No charge</td>
</tr>
<tr>
<td>Individual outpatient chemical dependency evaluation and treatment</td>
<td>$10 per visit</td>
</tr>
<tr>
<td>Group outpatient chemical dependency treatment</td>
<td>$5 per visit</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Home Health Services</th>
<th>You Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Home health care (up to 100 visits per calendar year)</td>
<td>No charge</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Other</th>
<th>You Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Skilled nursing facility care (up to 100 days per benefit period)</td>
<td>No charge</td>
</tr>
</tbody>
</table>

The external prosthetic devices, orthotic devices, and ostomy and urological suppleces listed in the EOC (most external prosthetic and orthotic devices are not covered) No charge

| Hospice care | No charge |

This is a summary of the most frequently asked-about benefits. This chart does not explain benefits, Cost Sharing, out-of-pocket maximums, exclusions, or limitations, nor does it list all benefits and Cost Sharing. For a complete explanation, please refer to the EOC. Please note that we provide all benefits required by law (for example, diabetes testing supplies).
San Jose Evergreen Community College
Modified Classic PPO
(150/100/70 Basic and Major Medical 100%)

Contract Codes: 5682, Z6BB

This summary of benefits has been updated to comply with federal and state 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. This proposed benefit summary is subject to the approval of the California Department of Insurance and the California Department of Managed Health Care.

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 or day limits per year. Members are also responsible for all costs over the plan maximum. Plan maximums and other important information appear in italics. Benefits are subject to all terms, conditions, limitations, and exclusions of the Policy.

Explanation of Covered Expense

Plan payments are based on covered expense, which is the lesser of the charges billed by the provider or the following:

- PPO Providers—PPO negotiated rates
- Non-PPO Providers—For non-emergency services, the scheduled amount. For emergency services, same as other health care providers
- Other Health Care Providers (includes those not represented in the PPO provider network)—The customary & reasonable charge for professional services or the reasonable charge for institutional services.

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.

<table>
<thead>
<tr>
<th>Category</th>
<th>PPO: Per Member Copay</th>
<th>Non-PPO: Per Member Copay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Calendar year deductible for all providers</td>
<td>$150/member, maximum of two separate deductibles/family</td>
<td></td>
</tr>
<tr>
<td>Deductible for emergency room services</td>
<td>$100 visit (waived if admitted directly from ER)</td>
<td></td>
</tr>
<tr>
<td>Annual Out of Pocket Maxima</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non-PPO Providers</td>
<td>$3,500/member/year</td>
<td></td>
</tr>
<tr>
<td>The following do not apply to out-of-pocket maximum: deductibles listed above; non-covered expense. After a member reaches the out-of-pocket maximum, the member remains responsible for deductibles listed above; for non-PPO providers &amp; other health care providers, costs in excess of the covered expense.</td>
<td></td>
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<tr>
<td></td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Covered Services</th>
<th>PPO: Per Member Copay</th>
<th>Non-PPO: Per Member Copay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hospital Medical Services</td>
<td>No copay</td>
<td>30%*</td>
</tr>
<tr>
<td>- (subject to utilization review)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Semi-private room, meals, &amp; special diets</td>
<td>No copay</td>
<td>30%*</td>
</tr>
<tr>
<td>- Outpatient medical care, surgical services &amp; supplies (hospital care other than emergency room care)</td>
<td>No copay</td>
<td>30%*</td>
</tr>
<tr>
<td>Ambulatory Surgical Centers</td>
<td>No copay</td>
<td>30%*</td>
</tr>
<tr>
<td>- Outpatient care, services &amp; supplies</td>
<td>No copay</td>
<td>30%*</td>
</tr>
<tr>
<td>Hemodialysis</td>
<td>No copay</td>
<td>30%*</td>
</tr>
<tr>
<td>- Outpatient hemodialysis services &amp; supplies</td>
<td>No copay</td>
<td>30%*</td>
</tr>
<tr>
<td>Skilled Nursing Facility</td>
<td>No copay</td>
<td>30%*</td>
</tr>
<tr>
<td>- (subject to utilization review)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Semi-private room, services &amp; supplies (limited to 100 days/calendar year)</td>
<td>No copay</td>
<td>30%*</td>
</tr>
<tr>
<td>Hospice Care</td>
<td>No copay</td>
<td>30%*</td>
</tr>
<tr>
<td>- Inpatient or outpatient services; for members with up to one year life expectancy; family bereavement services.</td>
<td>No copay</td>
<td>30%*</td>
</tr>
</tbody>
</table>

* The percentage copay for non-emergency services from non-Anthem Blue Cross PPO providers is based on the scheduled amount.

* These providers are not represented in the Anthem Blue Cross PPO network.

* For California inpatient, a discount applies if the facility has a contract with Anthem Blue Cross for the inpatient service bundle. For California inpatient without a contract, covered expense for non-emergency hospital services and supplies is reduced by 25%, resulting in lower subprovider costs for members.
<table>
<thead>
<tr>
<th>Basic and Major Medical Covered Services</th>
<th>PPO: Per Member Copay</th>
<th>Non-PPO: Per Member Copay</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Home Health Care</strong> (subject to utilization review)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>➢ Services &amp; supplies from a home health agency (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)</td>
<td>No copay</td>
<td>30%</td>
</tr>
<tr>
<td><strong>Home Infusion Therapy</strong> (subject to utilization review)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>➢ Includes medication, ancillary services &amp; supplies; caregiver training &amp; visits by provider to monitor therapy; durable medical equipment; lab services</td>
<td>No copay</td>
<td>30%</td>
</tr>
<tr>
<td><strong>Physician Medical Services</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>➢ Office &amp; home visits</td>
<td>$15 copay (deductible waived)</td>
<td>30%</td>
</tr>
<tr>
<td>➢ Hospital &amp; skilled nursing facility visits</td>
<td>No copay</td>
<td>30%</td>
</tr>
<tr>
<td>➢ Surgeon &amp; surgical assistant, anesthesiologist or anesthetist</td>
<td>No copay</td>
<td>30%</td>
</tr>
<tr>
<td><strong>Diagnostic X-ray &amp; Lab</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>➢ MRI, CT scan, PET scan &amp; nuclear cardiac scan (subject to utilization review)</td>
<td>No copay</td>
<td>30%</td>
</tr>
<tr>
<td>➢ Other diagnostic x-ray &amp; lab</td>
<td>No copay</td>
<td>30%</td>
</tr>
<tr>
<td><strong>Preventive Care Services</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Preventive Care Services that meet the requirements of federal and state law, including cancer screenings, immunizations and physician visits</td>
<td></td>
<td></td>
</tr>
<tr>
<td>➢ Routine physical examination (birth through age six)</td>
<td>No copay/exam (deductible waived)</td>
<td>30% (benefit limited to $200/exam)</td>
</tr>
<tr>
<td>➢ Immunizations (birth through age six)</td>
<td>No copay (deductible waived)</td>
<td>30% (benefit limited to $120/immunization)</td>
</tr>
<tr>
<td>➢ Routine physical exams, immunizations, diagnostic X-ray &amp; lab for routine physical exam (members 7 years old and older)</td>
<td>No copay/exam (deductible waived)</td>
<td>Not covered</td>
</tr>
<tr>
<td>➢ Adult preventive services (including mammograms, Pap smear, prostate cancer screenings &amp; colorectal cancer screenings)</td>
<td>No copay (deductible waived)</td>
<td>30%</td>
</tr>
<tr>
<td><strong>Physical Therapy, Physical Medicine &amp; Occupational Therapy, including Chiropractic Services</strong></td>
<td>No copay (deductible waived)</td>
<td>30%</td>
</tr>
<tr>
<td><strong>Speech Therapy</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>➢ Outpatient speech therapy following injury or organic disease</td>
<td>No copay (deductible waived)</td>
<td>30%</td>
</tr>
<tr>
<td><strong>Acupuncture</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>➢ Services for the treatment of disease, illness or injury</td>
<td>No copay (deductible waived)</td>
<td>30%</td>
</tr>
<tr>
<td><strong>Temporomandibular Joint Disorders</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>➢ Joint therapy &amp; surgical treatment</td>
<td>No copay</td>
<td>30%</td>
</tr>
<tr>
<td><strong>Pregnancy &amp; Maternity Care</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>➢ Physician office visits</td>
<td>$15 copay (deductible waived)</td>
<td>30%</td>
</tr>
<tr>
<td>➢ Prescription drug for elective abortion (mifepristone)</td>
<td>No copay</td>
<td>30%</td>
</tr>
<tr>
<td>➢ Normal delivery, cesarean section, complications of pregnancy &amp; abortion</td>
<td>No copay</td>
<td>30%</td>
</tr>
<tr>
<td>➢ Inpatient physician services</td>
<td>No copay</td>
<td>30%</td>
</tr>
<tr>
<td>➢ Hospital &amp; ancillary services</td>
<td>No copay</td>
<td>30%</td>
</tr>
</tbody>
</table>

1. The percentage copay for non-emergency services from non-Authors Blue Cross PPO providers is based on the scheduled amount.
2. 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.).
<table>
<thead>
<tr>
<th>Basic and Major Medical Covered Services</th>
<th>PPO: Per Member Copay</th>
<th>Non-PPO: Per Member Copay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Organ &amp; Tissue Transplants (subject to utilization review; specified organ transplants covered only when performed at Centers of Medical Excellence [CME])</td>
<td>No copay</td>
<td>Not covered</td>
</tr>
<tr>
<td>Implant services provided in connection with non-investigative organ or tissue transplants</td>
<td>No copay</td>
<td>Not covered</td>
</tr>
<tr>
<td>Transplant travel expense for an authorized, specified transplant at a CME, implant &amp; correction transportation limited to 6 trips/person/year for round-trip, coach airfare, hotel limited to 3 room double occupancy &amp; $100/day for 21 days/trip, other expenses limited to $29/day/person for 21 days/trip; donor transportation limited to 1 trip/person &amp; $250 for round-trip coach airfare, hotel limited to $100/day for 7 days, other expenses limited to $25/day for 7 days</td>
<td>(deductible waived)</td>
<td>Not covered</td>
</tr>
<tr>
<td>Bariatric Surgery (subject to utilization review; medically necessary surgery for weight loss, only for morbid obesity, covered only when performed at Centers of Medical Excellence [CME])</td>
<td>No copay</td>
<td></td>
</tr>
<tr>
<td>Implant services provided in connection with medically necessary surgery for weight loss, only for morbid obesity</td>
<td>No copay</td>
<td></td>
</tr>
<tr>
<td>Bariatric travel expense when member's home is 50 miles or more from the nearest Bariatric CME</td>
<td>No copay (deductible waived)</td>
<td></td>
</tr>
<tr>
<td>member's transportation to &amp; from CME limited to $150/person/flight for 3 trips pre-surgical visit, initial surgery &amp; one follow-up visit; one companion's transportation to &amp; from CME limited to $150/person/flight for 2 trips (initial surgery &amp; one follow-up visit); hotel for member &amp; one companion limited to one room double occupancy &amp; $100/day for 2 days/visit, or as medically necessary, for pre-surgical &amp; follow-up visit; hotel for one companion limited to one room double occupancy &amp; $100/day for duration of member's initial surgery stay for 4 days; other reasonable expenses limited to $25/day/person for 4 days</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Diabetes Education Programs (requires physician supervision)</td>
<td>$15 copay (deductible waived)</td>
<td>30%</td>
</tr>
<tr>
<td>Teach members &amp; their families about the disease process, the daily management of diabetic therapy, &amp; self-management training</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prosthetic Devices</td>
<td>No copay</td>
<td>30%</td>
</tr>
<tr>
<td>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; &amp; therapeutic shoes &amp; inserts for members with diabetes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Durable Medical Equipment</td>
<td>No copay</td>
<td>30%</td>
</tr>
<tr>
<td>Rental or purchase of DME including hearing aids, dialysis equipment &amp; supplies (hearing aids must be available for one hearing aid per ear every three years)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Related Outpatient Medical Services &amp; Supplies</td>
<td>No copay ²</td>
<td></td>
</tr>
<tr>
<td>Ground or air ambulance transportation, services &amp; disposable supplies</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Blood transfusions, blood processing &amp; the cost of unreplaceable blood &amp; blood products</td>
<td>No copay ²</td>
<td></td>
</tr>
<tr>
<td>Autologous blood (self-donated blood collection, testing, processing &amp; storage for planned surgery)</td>
<td>No copay ²</td>
<td></td>
</tr>
</tbody>
</table>

¹ The percentage copay for non-emergency services from non-Anthem Blue Cross PPO providers is based on the scheduled amount.

² These providers are not represented in the Anthem Blue Cross PPO network.
### Basic and Major Medical Covered Services

<table>
<thead>
<tr>
<th>Service Description</th>
<th>PPO: Per Member Copay</th>
<th>Non-PPO: Per Member Copay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Specialty Pharmacy Drugs (utilization review may be required)</td>
<td>No copay</td>
<td>Not covered</td>
</tr>
<tr>
<td>&gt; Specialty pharmacy drugs filled through the specialty pharmacy program (limited to 30-day supply; not covered if benefits are provided through prescription drug benefits, if applicable)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If member does not get specialty pharmacy drugs from the specialty pharmacy program, member will not receive any specialty pharmacy drug benefits under this plan, unless the member qualifies for an exception as specified in the FOC.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Emergency Care</td>
<td></td>
<td></td>
</tr>
<tr>
<td>&gt; Emergency room services &amp; supplies (1/100 deductible waived if admitted)</td>
<td>No copay</td>
<td>No copay</td>
</tr>
<tr>
<td>&gt; Inpatient hospital services &amp; supplies</td>
<td>No copay</td>
<td>No copay</td>
</tr>
<tr>
<td>&gt; Physician services</td>
<td>No copay</td>
<td>No copay</td>
</tr>
<tr>
<td>Mental or Nervous Disorders and Substance Abuse</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inpatient Care</td>
<td></td>
<td></td>
</tr>
<tr>
<td>&gt; Facility-based care (subject to utilization review; waived for emergency admissions)</td>
<td>No copay</td>
<td>30%</td>
</tr>
<tr>
<td>&gt; Inpatient physician visits</td>
<td>No copay</td>
<td>30%</td>
</tr>
<tr>
<td>Outpatient Care</td>
<td></td>
<td></td>
</tr>
<tr>
<td>&gt; Facility-based care (subject to utilization review; waived for emergency admissions)</td>
<td>No copay</td>
<td>30%</td>
</tr>
<tr>
<td>&gt; Outpatient physical visits (Behavioral Health Treatment for Autism or Pervasive development disorders require pre-service review)</td>
<td>$15 copay (deductible waived)</td>
<td>30%</td>
</tr>
</tbody>
</table>

1 The percentage copay for non-emergency services from non- Anthem Blue Cross PPO providers is based on the scheduled amount.
2 No copay for member or non-PPO physician orders drug from Specialty Pharmacy Program, otherwise, not covered.

This Summary of Benefits is a brief review of benefits. Once enrolled, members will receive a Combined Evidence of Coverage and Disclosure Form, which explains the exclusions and limitations, as well as the full range of covered services of the plan, in detail.
Classic PPO Exclusions and Limitations

Not Medically Necessary: Services or procedures that are not medically necessary, as defined,
   Experimental or Investigational: Any experimental or investigational procedure or medication.
   By definition it is defined that if it is not medically necessary or is experimental or investigational, the member may not be reimbursed for the service/reimbursement.
   Member may not be reimbursed for the service.

Outside the United States: Services that are not furnished and billed outside the United States
   unless such services are furnished in connection with expectant or newborn care.

Crime or Nuclear Energy: Conditions that result from (1) the member's commission of an act of
   violence or (2) any release of nuclear energy, whether or not the result was
   harmful.

Not Covered: Services rendered after the member's effective date. Services received
   after the member's effective date.
   Benefits as determined as covered in the EOC.
   Member's Benefits.

Work Related: Work-related injuries and illnesses are covered if medically necessary, after
   adjustment, determination or interference, with any work-related compensation
   or any occupational disease or exposure.

Governing Authority: Any services the member actually received that were provided by a
   school district or employer, unless as designated above.
   Member's Benefits.

Emergency Room: Services provided in an emergency room.
   Services rendered in an emergency room.
   Services rendered in any other medical care facility.

Permanently Disabled: For the period following the member's
   benefits as determined as covered in the EOC.

Other Insurance: Services provided to a member in addition to the
   member's other insurance.
   Services provided to a member in addition to the
   member's other insurance.

Palliative Care: Services provided in a hospice.
   Services provided in a hospice.
   Services provided in a hospice.

General Preventive Care: Services provided as medical care.
   Services provided as medical care.
   Services provided as medical care.

Health Care Coverage: Services provided as medical care.
   Services provided as medical care.
   Services provided as medical care.

Pain Management: Services provided for the relief of pain.
   Services provided for the relief of pain.
   Services provided for the relief of pain.

Psychological Services: Services provided for mental health.
   Services provided for mental health.
   Services provided for mental health.

Surgical Services: Services provided as medical care.
   Services provided as medical care.
   Services provided as medical care.

Pharmaceutical Services: Services provided as medical care.
   Services provided as medical care.
   Services provided as medical care.

Dentistry: Services provided as medical care.
   Services provided as medical care.
   Services provided as medical care.

Dental Services:
   Services provided as medical care.
   Services provided as medical care.
   Services provided as medical care.

Behavioral Health Services:
   Services provided as medical care.
   Services provided as medical care.
   Services provided as medical care.

Gastroenterological Services:
   Services provided as medical care.
   Services provided as medical care.
   Services provided as medical care.

Orthopedic Services:
   Services provided as medical care.
   Services provided as medical care.
   Services provided as medical care.

Eye Care:
   Services provided as medical care.
   Services provided as medical care.
   Services provided as medical care.

Pulmonary Services:
   Services provided as medical care.
   Services provided as medical care.
   Services provided as medical care.

Cardiac Services:
   Services provided as medical care.
   Services provided as medical care.
   Services provided as medical care.

Urological Services:
   Services provided as medical care.
   Services provided as medical care.
   Services provided as medical care.

Neurological Services:
   Services provided as medical care.
   Services provided as medical care.
   Services provided as medical care.

Ophthalmological Services:
   Services provided as medical care.
   Services provided as medical care.
   Services provided as medical care.

Infectious Disease:
   Services provided as medical care.
   Services provided as medical care.
   Services provided as medical care.

Immunological Services:
   Services provided as medical care.
   Services provided as medical care.
   Services provided as medical care.

Endocrine Services:
   Services provided as medical care.
   Services provided as medical care.
   Services provided as medical care.

Cardiovascular Services:
   Services provided as medical care.
   Services provided as medical care.
   Services provided as medical care.

Pediatric Services:
   Services provided as medical care.
   Services provided as medical care.
   Services provided as medical care.

Urological Services:
   Services provided as medical care.
   Services provided as medical care.
   Services provided as medical care.

Obstetrics and Gynecology:
   Services provided as medical care.
   Services provided as medical care.
   Services provided as medical care.

Emergency Services:
   Services provided as medical care.
   Services provided as medical care.
   Services provided as medical care.

Mental Health:
   Services provided as medical care.
   Services provided as medical care.
   Services provided as medical care.

Behavioral Health Services:
   Services provided as medical care.
   Services provided as medical care.
   Services provided as medical care.

Pharmaceutical Services:
   Services provided as medical care.
   Services provided as medical care.
   Services provided as medical care.

Dental Services:
   Services provided as medical care.
   Services provided as medical care.
   Services provided as medical care.

Behavioral Health Services:
   Services provided as medical care.
   Services provided as medical care.
   Services provided as medical care.

Dental Services:
   Services provided as medical care.
   Services provided as medical care.
   Services provided as medical care.

Behavioral Health Services:
   Services provided as medical care.
   Services provided as medical care.
   Services provided as medical care.

Dental Services:
   Services provided as medical care.
   Services provided as medical care.
   Services provided as medical care.

Behavioral Health Services:
   Services provided as medical care.
   Services provided as medical care.
   Services provided as medical care.

Dental Services:
   Services provided as medical care.
   Services provided as medical care.
   Services provided as medical care.

Behavioral Health Services:
   Services provided as medical care.
   Services provided as medical care.
   Services provided as medical care.

Dental Services:
   Services provided as medical care.
   Services provided as medical care.
   Services provided as medical care.

Behavioral Health Services:
   Services provided as medical care.
   Services provided as medical care.
   Services provided as medical care.

Dental Services:
   Services provided as medical care.
   Services provided as medical care.
   Services provided as medical care.

Behavioral Health Services:
   Services provided as medical care.
   Services provided as medical care.
   Services provided as medical care.

Dental Services:
   Services provided as medical care.
   Services provided as medical care.
   Services provided as medical care.

Behavioral Health Services:
   Services provided as medical care.
   Services provided as medical care.
San Jose Evergreen Community College
Modified 10/20/30
Prescription Drug Benefits

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform law. 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. This proposed benefit summary is subject to the approval of the California Department of Insurance and the California Department of Managed Health Care.

PLEASE NOTE: This is only a summary of your benefits. Please refer to your Combined Evidence of Coverage and Disclosure Form ("TOC")/Certificate of Insurance ("Certificate") which explains your plan’s Exclusions and Limitations as well as the full range of your covered services in detail.

At Anthem Blue Cross, we know that prescription drugs are the fastest-rising item of your total health care benefits cost. The reasons for the spiraling costs of prescription drugs are varied and include: a general increase of prescription medication use, an aging population, research and development of new medications and the expense of direct to consumer advertising. With prescription drug costs increasing at twice the rate of medical care, we developed ways to contain costs so your copays remain affordable, while maintaining your access to safe, effective prescription drugs. Our Prescription Drug Program provides you with choice, flexibility, affordability and access to an extensive network of retail pharmacies.

Getting a Prescription Filled at a Participating Pharmacy
To get a prescription filled, you need only take your prescription to a participating pharmacy and present your member ID card. The amount you pay for a covered prescription — your copay — will be determined by the drug type (whether the drug is a brand-name or generic medication and whether it is a preferred or non-preferred medication).

A generic drug contains the same effective ingredients; meets the same standards of purity as its brand-name counterpart and typically costs less. In many situations, you have a choice of filling your prescription with a generic medication or a brand-name medication.

Our Preferred Drug Program (PDP) encourages the usage of certain, low-cost, but equally effective, prescription medications (preferred drugs) in place of higher-cost medications (non-preferred drugs). This non-preferred list contains medications that require your physician’s approval before they can be substituted for a preferred medication. By allowing this substitution, the PDP helps you better manage the increasing cost of prescription drugs while still maintaining your access to safe and effective medications.

The following chart summarizes the relationship between drug type and your copay amount at a participating pharmacy:

<table>
<thead>
<tr>
<th>Drug Type</th>
<th>Copay Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Generic</td>
<td>$10.00</td>
</tr>
<tr>
<td>Brand name Formulary</td>
<td>$20.00*</td>
</tr>
<tr>
<td>Brand name Non-Formulary</td>
<td>$30.00*</td>
</tr>
</tbody>
</table>

(*Price subject to change)

Finding a Participating Pharmacy
Because our large pharmacy network includes major drugstore chains plus a wide variety of independent pharmacies, it is easy for you to find a participating pharmacy. You can also find a participating pharmacy by calling Pharmacy Customer Service at 800-700-2541 or by going to our Web site at anthem.com/cia.

An Extensive Network.
Bottling you money, our extensive network of pharmacies offer easy accessibility.

- In California there are over 5,100 retail pharmacies.
- This accounts for nearly 95% of all retail pharmacies in the state, including all major chains.
- Nationwide there are more than 61,000 chain and independent pharmacies.

Using a Participating Pharmacy
You can substantially control the cost of your prescription drugs by using our extensive network of participating pharmacies. Participating pharmacies have agreed to charge you not more than the prescription drug maximum allowed amount.

Using a Non-Participating Pharmacy
If you choose to fill your prescription at a non-participating pharmacy, your costs will increase. You will likely need to pay for the entire amount of the prescription and then submit a prescription claim form for reimbursement. If you do not have the original pharmacy receipt(s) showing the date filled, name and address of the pharmacy, doctor’s name, NDC number, name of drug and strength, quantity and days supply, prescription number, and the amount paid, the pharmacist must sign and complete the appropriate section of the claim form to ensure proper processing of the claim for reimbursement.
The following chart illustrates potential increased out-of-pocket expenses for going to a non-participating pharmacy.

<table>
<thead>
<tr>
<th>Pharmacy's normal charge for brand-name drug</th>
<th>Out-of-pocket costs using a participating pharmacy</th>
<th>Out-of-pocket costs using a non-participating pharmacy</th>
</tr>
</thead>
<tbody>
<tr>
<td>$50.00</td>
<td>$50.00</td>
<td></td>
</tr>
</tbody>
</table>

You are responsible for:

- $20.00 copay
- $2.00 copay plus 10% of the prescription drug maximum allowed amount plus any amounts exceeding the prescription drug maximum allowed amount.

Total out-of-pocket expenses: $20.00 Expense varies based on the cost of the medication.

You may obtain a prescription drug claim form by calling Pharmacy Customer Service at the toll-free number printed on your member ID card or by going to our Web site at anheim.com/vk.

### Home Delivery Prescription Drug Program

If you take a prescription drug on a regular basis, you may want to take advantage of our home delivery program. Ordering your medications by mail is convenient, saves time and depending on your plan design, may even save you money. Besides enjoying the convenience of home delivery, you will also receive a greater supply of medications. To fill your prescription through the mail, simply complete the home delivery Prescription Form. You may obtain the form by calling Customer Service, at the toll-free number listed on your ID card or by going to our Web site at anheim.com/vk.

Once you complete the form, simply mail it with your copy and prescription in the envelopes attached to the home delivery brochure.

Please note that not all medications are available through the home delivery program. Specialty pharmacy drugs are not available through the home delivery program; see Specialty Pharmacy Program below.

### Out-Of-State Prescription Benefits

Our national network of participating pharmacies is available to members when outside California. To find a participating pharmacy, a member can check our Web site or call the toll-free number printed on the ID card. When using a non-participating pharmacy outside of California, the member will follow the same procedures for using a non-participating pharmacy in California as outlined above.

### Additional Features That Are Part of Your Plan

Prior authorization as the term implies, means some drugs require prior authorization before you can get them (this is similar to prior authorization for medical services). Prior authorization applies to a certain medications that are often a second line of therapy. To receive prior authorization, you must meet specific criteria. The criteria will be based on medical policy and the pharmacy and therapeutics established guidelines. You may need to try a drug other than the one originally prescribed if we determine that it should be clinically effective for you. Drugs which require prior authorization are not covered unless you receive a prior approval from Anthem Blue Cross.

In order for you to get a drug which requires prior authorization, your physician needs to make a written request to us for you. We distribute instructions on how to obtain prior authorization to physicians and pharmacies so that you may obtain prior authorization for required medications. You may call Pharmacy Customer Service, at the toll-free number printed on your member ID card, to receive a prior authorization form and list of medications requiring prior authorization.

Supply limits are the proper FDA recommendations for prescription medication dosage coupled with our determination of specific quantity supply limits to prescription medications. Although our standard pharmacy plans offer a 30-day supply for medications at a retail pharmacy, the supply limit can vary based on the medication, dosage and usage prescribed by your physician. For example, the supply limit for antibiotics used to treat an infection (e.g., 14 pills to be taken twice a day for one week) is different than blood pressure medication taken on a routine basis (e.g., 120 pills to be taken twice a day for 60 days). By adhering to specified supply limits, members are assured of receiving the appropriate amount of medication.

### Specialty Pharmacy Program

Specialty medications are usually dispensed as an injectable drug, but may be available in other forms, such as a pill or inhalant. They are used to treat complex conditions. Prescriptions for a specialty pharmacy drug are covered only when ordered through the specialty pharmacy program unless you are given an exception from the specialty drug program (see your EOC/Certificate for details). The specialty pharmacy program will deliver your medication to you by mail or common carrier (you cannot pick up your medication). You may have to pay the full cost of a specialty pharmacy drug if it is not obtained from the specialty pharmacy program.

Specialty drugs are limited to a 30-day supply for each fill.

### Programs for Members Special Health Needs

We recognize that some of our members have unique health care needs requiring special attention. That’s why we developed programs exclusively for them. Our additional medical management programs work in synergy with our pharmacy drug program to help members better manage their health care on an ongoing basis.

Diabetic members can receive free glucometers so that they can effectively and conveniently monitor their glucose level.

Seniors can better monitor their chronic diseases and multiple medications through our seniors at risk program. This program reduces the possibility of toxic drug interactions, and curtails the distribution of medications that may adversely affect the senior’s chronic condition.

Asthmatic members and their families can take advantage of our program to better control the frequency and severity of the disease. Members who take multiple prescription medications can take advantage of our pharmacy utilization management programs that encourage the safe, effective distribution of prescription medications. We have a program that protects the welfare of members with multiple prescription medications by carefully monitoring their prescription therapy to help reduce the danger of toxic drug interaction.

For additional information regarding your prescription drug benefits, please call Pharmacy Customer Service at the toll-free number printed on your member ID card.
<table>
<thead>
<tr>
<th>Covered Services (outpatient prescriptions only)</th>
<th>Per Member Copay for Each Prescription or Refill</th>
</tr>
</thead>
<tbody>
<tr>
<td>Retail Participating Pharmacies</td>
<td></td>
</tr>
<tr>
<td>➢ Generic drugs</td>
<td>$10</td>
</tr>
<tr>
<td>➢ Brand name formulary drugs</td>
<td>$20</td>
</tr>
<tr>
<td>➢ Brand name non-formulary drugs</td>
<td>$30</td>
</tr>
<tr>
<td>➢ Compound Drugs</td>
<td>$30</td>
</tr>
<tr>
<td>➢ Self-administered injectable drugs, except insulin</td>
<td>20% of prescription drug maximum allowed amount (maximum $150 copay)</td>
</tr>
<tr>
<td>Home Delivery Program</td>
<td></td>
</tr>
<tr>
<td>➢ Generic drugs</td>
<td>$10</td>
</tr>
<tr>
<td>➢ Brand name formulary drugs</td>
<td>$40</td>
</tr>
<tr>
<td>➢ Brand name non-formulary drugs</td>
<td>$60</td>
</tr>
<tr>
<td>➢ Self-administered injectable drugs, except insulin</td>
<td>20% of prescription drug maximum allowed amount (maximum $320 copay)</td>
</tr>
<tr>
<td>Specialty Pharmacy Drugs (may only be obtained through the specialty pharmacy program)</td>
<td></td>
</tr>
<tr>
<td>➢ Generic drugs</td>
<td>$10</td>
</tr>
<tr>
<td>➢ Brand name formulary drugs</td>
<td>$20</td>
</tr>
<tr>
<td>➢ Brand name non-formulary drugs</td>
<td>$30</td>
</tr>
<tr>
<td>➢ Self-administered injectable drugs, except insulin</td>
<td>20% of prescription drug maximum allowed amount (maximum $150 copay)</td>
</tr>
<tr>
<td>Non-participating Pharmacies</td>
<td></td>
</tr>
<tr>
<td>(compound drugs &amp; specialty pharmacy drugs not covered at retail participating pharmacies)</td>
<td></td>
</tr>
<tr>
<td>Member pays the above retail participating pharmacies copay plus: 50% of the remaining prescription drug maximum allowed amount &amp; costs in excess of the prescription drug maximum allowed amount</td>
<td></td>
</tr>
<tr>
<td>Supply Limits</td>
<td></td>
</tr>
<tr>
<td>➢ Retail Pharmacy - participating and non-participating</td>
<td>30-day supply; 60-day supply for federally classified Schedule II controlled substance and certain other drugs that require a dispense prescription form, but require a double copay; 30 tablets or 30 units/30-day period for insulin and/or other self-injectable drugs (available only at retail pharmacies) 90-day supply</td>
</tr>
<tr>
<td>➢ Home delivery</td>
<td></td>
</tr>
<tr>
<td>➢ Specialty Pharmacy</td>
<td>30-day supply</td>
</tr>
</tbody>
</table>

1 Preferred Generic Program. If a member requests a brand name drug when a generic drug version exists, the member pays the generic drug copay plus the difference in cost between the prescription drug maximum allowed amount of the generic drug and the lower price drug dispensed, but not more than 50% of the average cost of that type of prescription drug. The Preferred Generic Program does not apply when the physician has specified “Dispense as written” (DAW) or when it has been determined that the brand name drug is medically necessary for the member. In such cases, the applicable copay for the dispensed drug will apply.

2 Supply limits for certain drugs may be different. Please refer to the GDC Certificate for complete information.

The Prescription Drug Benefit covers the following:

- Outpatient prescription drugs and medications which the law restricts to sale by prescription. Formulas prescribed by a physician for the treatment of phenylketonuria. These formulas are subject to the copay for brand name drugs.
- Insulin.
- Syrups when dispensed for use with insulin and other self-injectable drugs or medications.
- Prescriptions for contraceptives, contraceptive diaphragm. Contraceptive diaphragms are limited to one per year and are subject to the brand name copay.
- Injectable drugs which are self-administered by the unconscious patient (under the skin) by the patient or family member. Drugs that have Food and Drug Administration (FDA) labeling for self-administration.
- All compound prescription drugs that contain at least one covered prescription ingredient.
- Diabetic supplies (i.e., test strips and lancets).
- Prescription drugs for treatment of impotence and/or sexual dysfunction are limited to organic (non-psychological) causes.
- Insulin pumps and parenteral insulin pumps for the treatment of pediatric diabetes. These items are subject to the copay for brand name drugs.
- Certain over-the-counter drugs approved by the Pharmacy and Therapeutics Committee to be included in the prescription drug formulary.
Prescription drug copays are separate from the medical copays of the medical plan and are not applied toward the Annual Out-of-Pocket Maximums under the Medical Plan.

Prescription Drug Exclusions & Limitations

- Immunizing agents, biologic agents, blood, blood products, or biologic plasma
- Medications for chronic conditions, except those prescribed to treat diabetes or allergies
- Drugs & medications used to reduce spontaneous or non-spontaneous abortion
- Drugs & medications dispensed or administered in an outpatient setting, including outpatient hospital facilities and physicians' offices
- Professional charges in connection with administering, injecting, or dispensing drugs
- Drugs & medications that may be obtained without a physician's written prescription, except insulin or other medications prescribed for diabetes
- Drugs ordered and dispensed by a patient with a written order from the pharmacy
- Medications used for weight loss, except when used to treat mental illness (e.g., diet pills & appetite suppressants)
- Drugs obtained outside the U.S. unless they are furnished or administered on emergency
- Allergy desensitization products or allergy serum
- Injection drugs, excess drugs that are a non-meaningful substance
- Herbal supplements, additional and dietary supplements, except for vitamins for the treatment of deficiencies
- Prescription drugs with a non-prescription (over-the-counter) equivalent and same equivalent
- Machines that do not apply to any other equivalent was treated and not effective
- Compound medications unless:
  a. They are the only component to a prescription drug
  b. It is obtained from a participating pharmacy.
  c. It is obtained from a non-participating pharmacy.

- 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 all medications obtained for a participating pharmacy.

- The member is responsible for the member's own benes and for the member's own costs.
- Member will have to pay the full cost of all specialty pharmacy drugs obtained from a retail pharmacy that members should have obtained from the specialty pharmacy program.

4. Third Party Liability

Anthem Blue Cross Life and Health Insurance Company is responsible for the determination of benefits paid if the member receives damages from a legally liable third party.

Anthem Blue Cross is the trade name of Blue Cross of California. Anthem Blue Cross and Blue Shield of California are independent licensees of Blue Cross Association. © ANTHEM is a registered trademark of Athene Insurance Corporation, Inc. The Blue Cross name and symbol are registered marks of the Blue Cross Association.
Appendix D

Holidays
### SAN JOSÉ/EVERGREEN COMMUNITY COLLEGE DISTRICT
### HOLIDAY SCHEDULE
### FOR 2014 – 2015

<table>
<thead>
<tr>
<th>Date</th>
<th>Holiday Description</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 4, 2014 (Fri.)</td>
<td>Independence Day</td>
<td>Legal Holiday</td>
</tr>
<tr>
<td>September 1, 2014 (Mon.)</td>
<td>Labor Day</td>
<td>Legal Holiday</td>
</tr>
<tr>
<td>November 10, 2014 (Mon.)</td>
<td>Veterans Day</td>
<td>Legal Holiday</td>
</tr>
<tr>
<td>November 27, 2014 (Thur.)</td>
<td>Thanksgiving</td>
<td>Legal Holiday</td>
</tr>
<tr>
<td>November 28, 2014 (Fri.)</td>
<td>Day After Thanksgiving</td>
<td>District Holiday</td>
</tr>
<tr>
<td>December 24, 2014 (Wed.)</td>
<td>Christmas Eve</td>
<td>District Holiday</td>
</tr>
<tr>
<td>December 25, 2014 (Thur.)</td>
<td>Christmas Day</td>
<td>Legal Holiday</td>
</tr>
<tr>
<td>December 26, 2014 (Fri.)</td>
<td>Admissions Day</td>
<td>District Holiday</td>
</tr>
<tr>
<td>December 29, 2014 (Mon.)</td>
<td>Floating Holiday</td>
<td>District Holiday</td>
</tr>
<tr>
<td>December 30, 2014 (Tue.)</td>
<td>Board-Granted Holiday</td>
<td>District Holiday</td>
</tr>
<tr>
<td>December 31, 2014 (Wed.)</td>
<td>New Year’s Eve</td>
<td>District Holiday</td>
</tr>
<tr>
<td>January 1, 2015 (Thur.)</td>
<td>New Year’s Day</td>
<td>Legal Holiday</td>
</tr>
<tr>
<td>January 19, 2015 (Mon.)</td>
<td>Martin Luther King Day</td>
<td>Legal Holiday</td>
</tr>
<tr>
<td>February 13, 2015 (Fri.)</td>
<td>Lincoln's &quot;B&quot; Day</td>
<td>Legal Holiday</td>
</tr>
<tr>
<td>February 16, 2015 (Mon.)</td>
<td>Washington's &quot;B&quot; Day</td>
<td>Legal Holiday</td>
</tr>
<tr>
<td>April 3, 2015 (Fri.)</td>
<td>Observance of Cesar Chavez Day</td>
<td>District Holiday</td>
</tr>
<tr>
<td>May 25, 2015 (Mon.)</td>
<td>Memorial Day</td>
<td>Legal Holiday</td>
</tr>
<tr>
<td>Date</td>
<td>Description</td>
<td>Type</td>
</tr>
<tr>
<td>-----------------------</td>
<td>---------------------------------</td>
<td>--------------------</td>
</tr>
<tr>
<td>July 3, 2015 (Fri.)</td>
<td>Observance of Independence Day</td>
<td>Legal Holiday</td>
</tr>
<tr>
<td>September 7, 2015 (Mon.)</td>
<td>Labor Day</td>
<td>Legal Holiday</td>
</tr>
<tr>
<td>November 9, 2015 (Mon.)</td>
<td>Veteran’s Day</td>
<td>Legal Holiday</td>
</tr>
<tr>
<td>November 26, 2015 (Thur.)</td>
<td>Thanksgiving</td>
<td>Legal Holiday</td>
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<tr>
<td>November 27, 2015 (Fri.)</td>
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<td>December 30, 2015 (Wed.)</td>
<td>Board-Granted Holiday</td>
<td>District Holiday</td>
</tr>
<tr>
<td>December 31, 2015 (Thur.)</td>
<td>New Year’s Eve</td>
<td>District Holiday</td>
</tr>
<tr>
<td>January 1, 2016 (Fri.)</td>
<td>New Year’s Day</td>
<td>Legal Holiday</td>
</tr>
<tr>
<td>January 18, 2016 (Mon.)</td>
<td>Martin Luther King, Jr. Day</td>
<td>Legal Holiday</td>
</tr>
<tr>
<td>February 12, 2016 (Fri.)</td>
<td>President’s Day</td>
<td>Legal Holiday</td>
</tr>
<tr>
<td>February 15, 2016 (Mon.)</td>
<td>Washington’s Day</td>
<td>Legal Holiday</td>
</tr>
<tr>
<td>March 25, 2016 (Fri.)</td>
<td>Cesar Chavez Day</td>
<td>District Holiday</td>
</tr>
<tr>
<td>May 30, 2016 (Mon.)</td>
<td>Memorial Day</td>
<td>Legal Holiday</td>
</tr>
</tbody>
</table>
Appendix E

Leave Form
SAN JOSE/EVERGREEN COMMUNITY COLLEGE DISTRICT

Leave Request Form

All absences should be requested and approved prior to the leave being taken except in emergencies.

Name: ____________________________________________

Department: ________________________________________

I request (type of leave):

☐ Sick*   ☐ Vacation   ☐ Bereavement   ☐ Unpaid Leave

☐ Personal Necessity   ☐ Personal Business   ☐ Long term

☐ Child rearing   ☐ other (military, jury, etc.)

for ________________day (number of days)____________________(dates).

________________________________________  ________________________
Signature of Unit Member                      Date

________________________________________  ________________________
Signature of Supervisor                         Date

*Sick leave may require medical certification. Please refer to the collective bargaining contract:

FA Article 13
CSEA Article 13
Board Policy 7340

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 # __________________________

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

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

OVERTIME/EXTRA DUTY ASSIGNMENT ROSTER

This Side Letter of Agreement between CSEA, Chapter 363 (Union) and the San Jose/Evergreen Community College District (District) represents an agreement regarding the establishment of overtime/extra duty rosters for designated classifications. Each designated classification at each worksite* shall maintain its own overtime/extra duty assignment roster.

The Union and the District agree to the following terms:

This agreement only applies to the listed designated classifications of custodian I and custodian II.

Overtime shall be distributed among qualified unit members within the designated classification.

Overtime shall be assigned to the department/campus that normally performs the work.

An overtime roster shall be established and posted for each designated-classification at department/campus in order of seniority. Overtime shall be distributed on a rotating basis beginning with the most senior unit member.

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

The distribution of overtime per the roster does not apply to overtime which is the continuation of a unit member’s normal workday duties.

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

This agreement is effective November 1, 2014 and will expire or sunset on October 31, 2015.

SJECCD District Representative

Date

CSEA, Chapter 363

Date

*Worksites are San Jose City College, Evergreen Valley College, District Office and Workforce Institute
Appendix H

Altered Work Schedule Forms
DISTRICT INITIATED WORK SCHEDULE CHANGE

CSEA Article 8.3

Employee Name: ___________________________ Classification: ___________________________
Department: ___________________________ Location: ___________________________
Supervisors: ___________________________
Date: ___________________________

Original and Work Schedule Change

Proposed Change:
From: ___________________________

To: ___________________________

Beginning: ___________________________ Ending: ___________________________ (2.3 – six (6) months maximum)

Reason for work schedule change: ___________________________

3.2 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.

3.4 Employees are given a 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.

3.5 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 – twelve (12) months maximum)

Reason for work schedule change: __________________

§ 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.

§ 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.

§ 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