

MASTER AGREEMENT

JULY 1, 2017 THROUGH JUNE 30, 2020

MASTER AGREEMENT
Between
COLLEGE OF THE SEQUOIAS
COMMUNITY COLLEGE DISTRICT
and
COLLEGE OF THE SEQUOIAS
CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION, CHAPTER 408
(CSEA)

Board Approved: September 11, 2017

Sequoias Community
College District



College of the Sequoias

915 S. Mooney Blvd., Visalia, California 93277-2214

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PREAMBLE

The purpose of this agreement is to promote the improvement of personnel management and employer–bargaining unit member relations, provide an equitable and peaceful procedure for the resolution of differences, and establish rates of pay and other terms and conditions of employment.

DEFINITIONS

1. “Academic year” is normally considered to be the period from August through May.
2. “Anniversary date” is the initial date of employment or the date established in accordance with provisions of this Collective Bargaining Agreement.
3. “Bargaining unit seniority” is determined by date of hire.
4. “Bumping right” is the right of a bargaining unit member to displace another bargaining unit member with less seniority in a class based upon California Education Code or provisions of this Collective Bargaining Agreement.
5. “Class or Classification” is any group of positions sufficiently similar in duties, responsibilities, and authority that the same job title, minimum qualifications, and salary range are appropriate for all positions in a class.
6. “Class specification” is the description of the duties, responsibilities, minimum qualifications and authority of positions in a class.
7. “Demotion” is a change in assignment of a bargaining unit member from a position in one class to a position in another class that is allocated to a lower maximum salary rate.
8. “Fiscal year” is July 1 through June 30.
9. “Grievant” is a District bargaining unit member covered by this agreement who is filing a grievance.
10. “Health and Welfare Benefits” means any form of medical, dental and vision plans for the eligible bargaining unit member and dependents and life insurance for the eligible bargaining unit member.
11. “Immediate family” is defined as husband, wife, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, grandfather, grandmother, son-in-law, daughter-in-law, grandchild, step parent, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, or any relative of either spouse living in the immediate household of the bargaining unit member.
12. “Immediate supervisor” is the lowest level of District Management having immediate supervisory authority over the grievant.
13. “Incumbent” is a bargaining unit member assigned to a position and who is currently serving in or on leave from that position.
14. “Industrial accident or illness” is an injury or illness arising out of, or in the course of, employment with the District.
15. “Job Representative/Steward” is an appointee of CSEA who represents other bargaining unit members.
16. “Permanent bargaining unit member” is a regular bargaining unit member who successfully completes an initial probationary period.
17. “Probationary bargaining unit member” is a bargaining unit member who has not completed the prescribed probationary period.

18. "Promotion" is a change in assignment of a bargaining unit member from a position in one class to a position in another class that is allocated to a higher maximum salary rate.
19. "Reclassification" is the modification of a position as a result of permanent change in duties and/or responsibilities being performed by the incumbent in such position.
20. "Re-employment" is the return to duty of a bargaining unit member who has been placed on a re-employment list.
21. "Re-employment list" is a list of names of persons who have been laid off for lack of work or lack of funds, or exhaustion of sick leave, industrial accident or illness, or other leave privileges, and who are eligible for re-employment without examination in their former class for a period of thirty-nine (39) months, said list arranged in order of their right to re-employment.
22. "Regular bargaining unit member" is any bargaining unit member, whether permanent, probationary, full-time or part-time, who is not a substitute, short-term seasonal or student employee.
23. "Salary Schedule" is a series of salary Ranges and Steps which define the rates of pay for all classes.
24. "Salary Step" is one of the salary levels within the range of rates for a class.
25. "Short-term employee" is a person hired for a specific temporary project of limited duration which, when completed, shall no longer be required.
26. "Summer School" is that period when school is in session between May and August which falls outside the academic year.
27. "Working day" is any day on which the Administrative Offices are open for normal business.
28. "Working hours" is all hours in paid status.

ARTICLE I
RECOGNITION

1.1 Acknowledgment:

The District hereby acknowledges that CSEA is the exclusive bargaining representative for classified bargaining unit members holding those positions described in Appendix A.

1.2 New Positions:

All newly created reclassified and modified positions, except those that lawfully are Certificated, Management, Confidential, or Supervisory, shall be assigned to the bargaining unit.

1.3 Negotiation:

The determination of Management, Confidential or Supervisory bargaining units members shall be made by mutual agreement between the District and CSEA. Disputed cases shall be submitted to PERB for resolution.

ARTICLE II

NO DISCRIMINATION

2.1 Discrimination Prohibited:

No bargaining unit member shall be appointed, reduced, removed, or in any way favored or discriminated against for any reasons prohibited by law.

2.2 No Discrimination or Account of CSEA Activity:

Neither the District nor CSEA shall interfere with, intimidate, restrain, coerce, or discriminate against bargaining unit members because of the exercise of rights to engage or not to engage in CSEA activity.

2.3 If any employee believes s/he has been subjected to discriminatory practices or hostile work environment, s/he shall refer to Article XXX. If the employee believes that his or her concerns are not covered by the language in Article XXX, s/he should then schedule a meeting with the CSEA Chapter President (or designee) and/or the Dean, Human Resource Services in order to address the employee's concerns.

ARTICLE III

CHECK-OFF AND ORGANIZATIONAL SECURITY

3.1 Check Off:

CSEA shall have the sole and exclusive right to have membership dues, initiation, and service fees deducted by the district for employees in the bargaining unit. The District shall, upon appropriate written authorizations from any bargaining unit employee, deduct and make appropriate remittance for credit union deposits and/or payments, insurance premiums, tax-deferred programs, charitable contributions and other plans or programs jointly approved by the District and CSEA. The District shall pay all sums so deducted to the designated payee within a reasonable amount of time.

3.2 Dues Deduction:

3.2.1 The District shall deduct dues and/or service fee payments from the wages of all current bargaining unit employees in accordance with the CSEA Dues and Service Fee Schedule adopted by the state and local Association.

3.2.1.1 CSEA representatives shall be responsible for providing the current CSEA Schedule to the District for compliance with this provision.

3.2.2 The District shall deduct dues and/or service fee payments from the wages of all bargaining unit employees who become members of CSEA after the date of the execution of this Agreement and submit to the district a dues authorization form in accordance with the CSEA Dues and Service Fee Schedule adopted by the state and local Association.

3.2.2.1 CSEA representatives shall be responsible for providing the current CSEA Schedule to the District for compliance with this provision.

3.2.3 New employees who hereafter come into the bargaining unit shall, within 30 days of employment apply for membership and execute a dues authorization form as a condition of continued employment. As an alternative, a new unit member not applying for membership in CSEA may have a service fee deducted in accordance with Association regulations and schedule or Article 3.4.

3.2.4 The District shall immediately notify CSEA if any bargaining unit member fails to execute or revokes a dues authorization.

3.2.5 A bargaining unit member may pay fees and dues required by this Article directly to CSEA. The Association shall provide notification to the Dean of Human Resource Services of bargaining unit members making direct payment.

3.3 Religious Objection:

If a bargaining unit member belongs to a religious sect which does not permit its members to belong or pay a service fee to any employee organization, that unit

member will have an amount equal to the service fee deducted from his/her monthly wages. Any funds deducted according to this provision will be equally divided between the general scholarship fund and the COS Foundation, unless specified for one by the unit member.

3.4 Hold Harmless Clause:

CSEA shall indemnify, defend, and hold the District harmless from any and all claims, demands, suits, or any other action arising out of the enactment of this Article.

ARTICLE IV

BARGAINING UNIT MEMBER RIGHTS

4.1 Personnel Files:

- 4.1.1 The personnel file of each bargaining unit member shall be maintained at the District's Human Resource Services office. No adverse action of any kind shall be taken against a bargaining unit member based upon materials which are not in the personnel file.
- 4.1.2 Bargaining unit members shall be provided with copies of any derogatory written material ten (10) workdays before it is placed in a bargaining unit member's personnel file. The bargaining unit member shall be given an opportunity during normal working hours and without loss of pay to initial and date the material and to prepare a written response to such material. The written response shall be attached to the material.
- 4.1.3 A bargaining unit member shall have the right at any reasonable time without loss of pay to examine and/or obtain copies of any material from the bargaining unit member's personnel file with the exception of material that includes:
- 1) Ratings, reports, or records which were obtained prior to the employment of the bargaining unit member involved;
 - 2) Report information derived from background fingerprint check; and
 - 3) Ratings, reports, or records which were obtained as a result of promotional application.
- 4.1.4 All personnel files shall be kept in confidence and shall be available for inspection only to other bargaining unit members of the District when actually necessary in the proper administration of the District's affairs of the supervision of the bargaining unit member.
- The District shall maintain a log indicating the persons who have examined a personnel file as well as the date such examinations were made. Such log and the bargaining unit member's personnel file shall be available for examination by the bargaining unit member or his/her CSEA representative if authorized by the bargaining unit member. The log shall be maintained in the bargaining unit member's personnel file.
- 4.1.5 Written materials placed in a bargaining unit member's permanent personnel file shall be signed, or the originator and date identified.
- 4.1.6 A bargaining unit member shall have the right to prepare a written response to any derogatory information prior to its placement in the permanent personnel file. Derogatory materials shall not be used in subsequent evaluations beyond a period of two (2) years from the date of origin.
- Upon request of the bargaining unit member, any derogatory material in the permanent personnel file shall be placed in a sealed envelope after two (2) years from the date of origin.

4.2 Philosophy and Purpose of Classified Staff Evaluation:

4.2.1 The philosophy and purpose of classified staff evaluation is:

- A.) To identify and commend effective performance.
- B.) To counsel and assist employees to improve performance.
- C.) To appropriately document the basis for commendation and/or concerns of job performance.

4.3 Criteria for Evaluation and Assessment:

The College of the Sequoias Community College District shall provide for the evaluation and assessment of the competency of its CSEA employees as it reasonably relates to each of the following.

- 4.3.1 Performance of the representative duties, skills and abilities assigned per job description.
- 4.3.2 Maintenance of professional and effective attitude toward job performance, while working with other staff, faculty and students and interaction with the public.
- 4.3.3 The evaluation and assessment shall be based upon the supervisor's observation of the employee's work product and/or third party substantiated observation.
- 4.3.4 The person submitting the evaluation shall arrange a meeting with the unit member to discuss and give specific recommendations and direction as a means of improvement to correct deficiencies.

4.4 Evaluation:

No evaluation of any bargaining unit member shall be placed in any personnel file without an opportunity for discussion between the bargaining unit member and the evaluator. The bargaining unit member shall have the right to review and respond to any derogatory evaluation in accordance with Article 4.1.

- 4.4.1 No evaluation shall contain information that has not been obtained through direct observation or appropriate confirmation by the evaluator.
- 4.4.2 Any negative evaluation shall include specific recommendations for improvement and provisions for assisting the bargaining unit member in implementing any recommendations made.

4.5 Performance Evaluation Schedule:

The following schedule shall be followed for the completion of a Performance Evaluation Report and Objective Plan: (Appendix I).

- 4.5.1 Regular probationary bargaining unit members shall be evaluated on or before the completion of his/her 6th month of service.
- 4.5.2 Regular permanent bargaining unit members at Step G shall be evaluated every two years prior to their anniversary month (January or July) or more frequently as deemed necessary by the immediate supervisor or first-level manager.

- 4.5.3 Regular permanent bargaining unit members on Steps A through F shall be evaluated at least annually prior to their anniversary month (January or July) or more frequently as deemed necessary by the immediate supervisor or first-level manager.

4.6 Performance Evaluation Procedure:

- 4.6.1 Each employee's immediate supervisor and/or the first-level manager above the supervisor are responsible for evaluation of the employee's performance. The evaluation should be reviewed by the designated reviewer prior to discussion between the bargaining unit member and evaluator.
- 4.6.2 The reports shall be completed on forms prescribed by the District and CSEA. (Appendix I).
- 4.6.3 The immediate supervisor shall present the completed evaluation to the bargaining unit member and discuss its contents. Upon request of the bargaining unit member, the evaluator will provide a photocopy of the evaluation form prior to forwarding it to the reviewer.
- 4.6.4 The bargaining unit member shall then sign the Performance Evaluation Report and Objective Plan to indicate having reviewed the contents with the evaluator. Signature shall not be interpreted as concurrence with the evaluation.
- 4.6.5 The bargaining unit member shall be provided a copy of the finalized Performance Evaluation Report and Objective Plan upon completion of the evaluation process.
- 4.6.6 An employee who desires to register disagreement with the content of an evaluation may take the following steps:
- A.) Record a statement of objection at the time of the evaluation conference with the immediate supervisor; or,
 - B.) Submit a statement in writing within ten (10) working days of the conference. Such a statement shall be attached to and become a permanent addition to the evaluation document.
 - C.) May request in writing within ten (10) working days a review of his/her evaluation by the rater's immediate supervisor. The rating will be changed only upon a finding by the supervisor that the rating was produced by mistake or fraud.
 - D.) An unsatisfactory evaluation may be appealed to the next level supervisor who will have the final authority to amend, affirm or reverse the evaluation or elements of the evaluation. For the elements of an unsatisfactory evaluation, see 4.7.3 below.

4.7 Unsatisfactory Evaluation:

- 4.7.1 A written unsatisfactory evaluation shall be defined as receiving a rating of one (1) or two (2) for a minimum of three (3) of the seven (7) performance factors listed on the Performance Evaluation Report.

4.7.2 Once an employee receives an unsatisfactory evaluation, the employee shall be given a written improvement plan that clearly documents the actions to be taken to receive a satisfactory evaluation.

4.7.3 Sixty (60) calendar days after an unsatisfactory evaluation is placed in the personnel file, a follow-up evaluation shall be written. The follow-up evaluation will be based on the improvement plan and additional objectives listed on the evaluation that recorded the unsatisfactory performance.

4.8 Temporary Assignment Evaluation:

A bargaining unit member who receives a temporary promotion in excess of the 30 working days should have at least one Performance Evaluation for that assignment.

4.9 Grievance Procedure:

CSEA or any bargaining unit member shall have the right to utilize the grievance procedure for resolving any disputes arising under this Article.

ARTICLE V
ORGANIZATIONAL RIGHTS

5.1 CSEA Rights:

- 5.1.1 The right of access at reasonable times to areas in which bargaining unit members work.
- 5.1.2 The right to use without charge institutional bulletin boards, mailboxes, and the use of school mail system, and other district means of communication for the posting of transmission or information or notices concerning CSEA members.
- 5.1.3 The right to use without charge institutional equipment, facilities, and buildings at reasonable times.
- 5.1.4 The right to review bargaining unit members' personnel files and any other records dealing with the bargaining unit member when authorized by the bargaining unit member.
- 5.1.5 The right to be supplied with a complete "hire date" seniority roster of all bargaining unit employees on the effective date of this agreement and/or upon request by CSEA. The roster shall indicate the employee's present classification and primary job site.
- 5.1.6 The right of release time for bargaining unit members who are CSEA State or Chapter officers to conduct necessary CSEA business.
- 5.1.7 The right of release time for CSEA chapter delegates to attend the CSEA Annual Conference.
- 5.1.8 The right to conduct orientation sessions/meetings on this agreement for bargaining unit members during regular working hours. CSEA shall not hold such meetings during the first week of the fall or spring semesters.

5.2 Restriction on District Negotiations and Agreements:

The District shall conduct no negotiations nor enter into any agreement with any other organization on matters concerning the rights of bargaining unit members.

ARTICLE VI

JOB REPRESENTATIVES / STEWARDS

6.1 Purpose:

The District affirms the right of CSEA to designate Job Representatives/Stewards from among bargaining unit members. It is agreed that CSEA, in appointing such representatives, does so for the purpose of promoting an effective relationship between the District and Bargaining unit members by helping to settle problems at the lowest level of supervision.

6.2 Selection:

CSEA reserves the right to designate the number and the method of selection of Job Representatives/Stewards. CSEA shall notify the District in writing of the names of the Job Representatives/Stewards and the group they represent at least annually. If a change is made, the District shall be advised in writing.

6.3 Duties and Responsibilities:

The following shall be understood to constitute the duties and responsibilities of Job Representatives/Stewards.

6.3.1 Only after approval of the Dean, Human Resource Services, a Job Representative/Steward shall be permitted to leave his/her normal work area during reasonable times in order to assist in investigation, preparation, writing, and presentation of grievances. The Job Representative/Steward shall advise the Supervisor of the grievant of his/her presence. The Job Representative/Steward is permitted to discuss any problem with all bargaining unit members immediately concerned, and, if appropriate, to attempt to achieve settlement in accordance with the grievance procedure.

ARTICLE VII

HOURS AND OVERTIME

7.1 Work Week:

The maximum number of hours of regular, full-time employment for a bargaining unit member shall be eight (8) hours per day and forty (40) hours per week consisting of five (5) consecutive days. The normal work week is Monday through Friday or Tuesday through Saturday.

When the Tuesday through Saturday work week is established by the District, the District shall solicit volunteers to work that schedule. If there are no volunteers, the District will select bargaining unit members based upon seniority within the classification and department requirements. The least senior department bargaining unit member within the affected classification meeting the reasonable requirements will be chosen first.

A bargaining unit member involuntarily assigned to work a Tuesday through Saturday schedule in support of a Saturday Instruction Program shall have priority consideration for transfer to the next available Monday through Friday workweek vacancy within the department if written notice is filed with Human Resource Services.

Prior to implementation of a Tuesday through Saturday work schedule, the District and CSEA shall meet and confer on staffing requirements and a jointly administered process for determination of assigned personnel.

7.2 Work Day:

The length of the workday shall be designated by the District for each classified assignment in accordance with the provision set forth in this agreement. Each bargaining unit member shall be assigned a fixed, regular, and ascertainable minimum number of hours.

7.3 Work Year:

Employees working 11 months per year shall serve 198 actual workdays.

Employees working 10 months per year shall serve 175 actual workdays.

7.4 Lunch Periods:

All bargaining unit members covered by this agreement shall be entitled to an uninterrupted lunch period. The length of time for such lunch period shall be for a period of not less than one-half (1/2) hour and no longer than one (1) hour and shall be scheduled for full-time bargaining unit members at/about the midpoint of each work shift.

7.4.1 Custodian personnel assigned to a work schedule of 10:00 p.m. to 6: a.m. will be allowed to take a one-half hour meal period as part of the normal eight hour assignment.

7.5 Rest Periods:

- 7.5.1 All bargaining unit members shall be granted rest period which, insofar as practicable, shall be in the middle of each work period except as provided for in Section 7.5.2, as the rate of fifteen (15) minutes per four (4) hours worked or major fraction thereof.
- 7.5.2 Specified periods may be designated only when the operations of the District require someone to be present at the bargaining unit member's work site at all times. Such times shall be mutually agreed upon between bargaining unit members and their Supervisors.
- 7.5.3 Rest periods are a part of the regular work day and shall be compensated at the regular rate of pay for the bargaining unit member.

7.6 Voting Time Off:

If a bargaining unit member's work schedule is such that it does not allow sufficient time to vote in any federal, state, or local election in which the bargaining unit members is entitled to vote, the District shall arrange to allow sufficient time for such voting by the bargaining unit member without loss of pay.

7.7 Overtime:

Except as otherwise provided herein, all overtime hours as defined in this Section shall be compensated at a rate of pay equal to time and one-half the regular rate of pay of the bargaining unit member for all work suffered or permitted. Overtime is defined to include any time worked in excess of eight (8) hours in any one day or any shift or in excess of forty (40) hours in any calendar week, whether such hours are worked prior to the commencement of regularly assigned starting time or subsequent to the assigned quitting time.

- 7.7.1 All hours worked beyond the work week of five (5) consecutive days shall be compensated at the overtime rate commencing on the sixth and seventh consecutive day of work.
- 7.7.2 All hours worked in excess of (8) hours on the sixth and seventh consecutive day shall be compensated at one-and-one-half (12) times the regular rate of pay.
- 7.7.3 All hours worked on holidays designated by this Agreement shall be compensated at one-and-one-half (12) times the regular rate of pay.
- 7.7.4 Bargaining unit members shall not work overtime, nor shall compensation or compensatory time off be granted, unless authorized and approved by the appropriate supervisor or administrator.

7.8 Compensatory Time Off:

- 7.8.1 A bargaining unit member in the bargaining unit shall have the option to elect to take compensatory time off in lieu of cash compensation for overtime work as defined in Article 7.7. However, no bargaining unit member shall accrue more than 160 overtime hours or 240 regular hours as compensatory time. Compensatory time off shall be granted at the appropriate rate of overtime in accordance with Section 7.7 of this Article.

7.8.2 Compensatory time shall be taken at a time mutually acceptable to the bargaining unit member and the District within 12 months of the date on which it was earned. If such time has not been used within that period, the bargaining unit member must submit a written request to be paid at the appropriate overtime rate or be utilized as paid leave within the next 30 days.

7.9 Overtime — Equal Distribution:

Overtime shall be distributed and rotated as equally as is practical among bargaining unit members within each department.

7.10 Minimum Call In Time:

Any bargaining unit member called in to work on a day when the bargaining unit member is not schedule to work shall receive a minimum of two (2) hours pay at the appropriate overtime rate or be utilized as paid leave within the next 30 days.

7.11 Right to Assign Overtime:

The District shall retain the right to extend the normal work day or work week on an overtime basis when such is necessary to carry on the business of the District.

7.12 Call Back Time:

Any bargaining unit member called back to work after completion of his/her regular assignment shall be compensated for at least two (2) hour of work at the overtime rate, regardless of the actual time required to be worked.

7.13 Hours Worked:

For the purpose of computing the number of hours worked, all time during which bargaining unit member is in paid status shall be construed as hours worked.

7.14 Summer Schedule:

The summer work schedule for bargaining unit members shall be finalized by March 31 of each year.

ARTICLE VIII

PAY AND ALLOWANCES

8.1 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 A. The regular rate of pay shall include any longevity increment required to be paid under this agreement.

8.1.1 Custodian personnel assigned to work a schedule of 10:00 p.m. to 6:00 a.m. shall receive a five (5) percent shift differential.

8.2 Paychecks:

All regular paychecks of bargaining unit members shall be itemized to include all deductions, overtime, and withholdings to date and paid monthly on the last working day of the month. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding workday.

8.2.1 Custodian personnel assigned to work a schedule of 10:00 p.m. to 6:00 a.m. will normally be issued their monthly payroll warrant at the conclusion of their work shift on the day warrants are distributed.

8.3 Payroll Errors or Lost Checks:

Any payroll error or adjustment resulting in insufficient payment for bargaining unit member or any paycheck lost after receipt, shall be paid by supplemental check issued or lost check replaced within five (5) working days after the bargaining unit member provides notice to the payroll department.

8.4 Pay Increases:

The District shall make a lump sum payment of an agreed upon retroactive wage increase resulting from this Agreement or any amendments thereto within forty-five (45) days.

8.5 Promotion:

Any bargaining unit member receiving a promotion under the provisions of this Agreement shall be moved to the appropriate Range and Step of the new class which shall ensure a minimum of a five percent (5%) salary increase unless the assigned range of the new classification does not provide for such advancement.

Regular bargaining unit members assigned to a new Range and Step in accordance with this Section will advance on the Classified Salary Schedule on the basis of their assigned anniversary date.

8.6 Longevity:

The District agrees to additionally compensate long service bargaining unit members in accordance with Appendices F, G and H attached hereto.

Bargaining unit members with a current eligibility date between the period of January 1 through June 30 will be assigned a new eligibility date of January 1.

Bargaining unit members with a current eligibility date between the period of July 1 through December 31 will be assigned a new eligibility date of July 1.

8.7.1 The current procedure utilized by the District to determine continuous service for this Section, as well as Article 10.6.1, shall remain in effect.

8.7 Probationary Period:

New bargaining unit members, other than Campus Police, shall have a probationary period of 10 working months and shall initially be placed on Step AA of the classified salary schedule.

8.7.1 Probationary Bargaining unit members—Salary Step Advancement:

Following six months of probationary employment, the new bargaining unit member will be advanced to Step A of the salary schedule.

8.8 Working Out–Of–Class:

Bargaining unit members required to perform duties of a higher classification for a period of more than five (5) days within a fifteen (15) calendar day period shall be compensated at the appropriate Range and Step of the higher classification.

8.9 Anniversary Dates:

Effective July 1, 1997, all bargaining unit members will be assigned the anniversary date of either January 1 or July 1.

Bargaining unit members with a current anniversary date between January 1 and June 30 will be assigned to the anniversary date of January 1.

Bargaining unit members with a current anniversary date between July 1 and December 31 will be assigned to the anniversary date of July 1.

8.10 Stipends:

CSEA employees with degrees (from regionally accredited colleges and universities) above those required (i.e. minimum qualifications) for their job positions shall be entitled to the following stipends:

- Doctorate = \$1800/year
- Masters = \$1200/year
- Bachelors = \$840/year
- Associates = \$480/year

Bargaining unit members are only entitled to one stipend for their highest degree.

ARTICLE IX

BARGAINING UNIT MEMBERS EXPENSES AND MATERIALS

9.1 Units and Tools:

The District, upon its determination of need, shall pay the full cost of purchase, lease or rental of uniforms, equipment, badges, etc., and will provide all tools, equipment and supplies necessary for performance of bargaining unit member's duties.

9.2 Replacing or Repairing Bargaining unit member's Property:

The District shall fully compensate all bargaining unit bargaining unit members for loss or damage to personal property necessary for the performance of the bargaining unit member's duties.

9.3 Physical Examinations:

If the District requires a medical examination as a condition of employment or continuing employment, the District shall bear the full cost of such examination.

ARTICLE X

HEALTH AND WELFARE BENEFITS

10.1 Bargaining unit members and Dependent Insurance Coverage:

10.1.1 The District shall contribute an annual maximum of \$16,152.00 toward the cost of premiums for major medical and prescription coverage for each full-time bargaining unit member and any cost for such coverage in excess of the District's contribution shall be paid by the full-time bargaining unit member through monthly payroll deduction.

10.1.2 The District shall contribute a maximum of \$1,845.00 annually for the plan year toward the cost premiums for dental and vision insurance coverage. Such coverage can be found within Appendix B.

The Insurance Committee shall review the self-insurance vision and dental fee schedules prior to January 1 of each year to see if the stated allowances in the fee schedules remain substantially equivalent to the allowances provided through other insurance carriers such as VSP and Delta Dental and shall make recommendations to the District and CSEA who may then negotiate a new fee schedule.

10.1.3 If eligible for retiree health coverage, retirees shall have the option to select a plan that is available to current, active bargaining unit employees, or from one of the self-pay retiree plan options offered by Self-Insured Schools of California ("SISC").

10.2 Eligibility:

Bargaining unit members assigned to work at least twenty-five (25) hours per week shall be provided health and welfare benefits of this Article. In accordance with SISC practices, bargaining unit members shall be enrolled in the District Health and Welfare Benefit Program on the first of the month following their start date unless the employee's start date is less than five (5) business days from the end of the month. In this event, employees will be enrolled in SISC the following month (i.e. one month and five (5) business days from their start date.

10.3 IRC Section 125 Plan:

Bargaining unit members may elect to participate in the District's Section 125 Plan for payment of employee costs related to health, dental and vision services, child care and other expenses payable through the Section 125 Plan provided through American Fidelity.

10.4 Continuation — Disability:

The bargaining unit member shall be provided health and welfare benefits of this Article during paid disability leave (illness or injury) and shall continue coverage for a period not to exceed twelve (12) months for an industrial accident or illness (as described in Section 12.9) or six (6) months following exhaustion of all other leaves provided by this Agreement.

10.5 Continuation — Layoff:

The bargaining unit member shall be provided health and welfare benefits of this Article for a period of six (6) months for any bargaining unit member who is laid off, unless the bargaining unit member gains other employment where insurance benefits are provided.

10.6 Continuation of Health and Welfare Insurance Coverage for Retirees:

Eligible bargaining unit members who retire into the Public Employees' Retirement System (PERS) will receive health and welfare benefits according to this Section:

10.6.1 Eligible Bargaining Unit Members Hired Prior to December 30, 1995

10.6.1.1 Bargaining unit members 55 years of age or older who retire with a minimum of 20 years of full-time equivalent service credit with the College will continue to participate in the District's Health and Welfare Benefit Program and the College shall contribute on behalf of the retiree an amount equal to the maximum monetary contribution paid by the District toward health and welfare benefit insurance for employed bargaining unit members.

After the retiree reaches the age of Medicare eligibility, the retiree shall be eligible to receive an annual contribution of \$1,500 to purchase District benefits or elect the benefit prescribed in Section 10.7

10.6.1.2 Bargaining unit members 55 years of age or older who retire with a minimum of 10 years, but less than 20 years of full-time equivalent service credit with the District, will continue to participate in the District's Health and Welfare Benefit Program and the College shall contribute on behalf of the retiree an amount equal to maximum monetary contribution paid by the District toward health and welfare insurance for employed bargaining unit members until the end of the month in which the retiree reaches the age of Medicare eligibility.

Thereafter, the retiree may continue participation in the District Health and Welfare Benefit Program by paying the total premium cost to the District.

10.6.2 Eligible Bargaining Unit Members Hired After December 30, 1995:

10.6.2.1 Bargaining unit members 55 years of age or older who retire with a minimum of 10 years of full-time equivalent service credit with the College will continue to participate in the District's Health and Welfare Benefit Program and the College shall contribute on behalf of the retiree an amount equal to the maximum monetary contribution paid by the District toward health and welfare benefit insurance for employed bargaining unit members until the end of the month in which the retiree reaches the age of Medicare eligibility.

10.6.3 Retirees with between 10 and 20 years full-time equivalent service credit:

Eligible bargaining unit members 55 years of age or older who have a minimum of 10 years, but less than 20 years of full-time equivalent service credit with the District may continue to participate in the Health and Welfare Benefit Program as prescribed by Article 10.6.1 upon retirement. Such benefits will continue until the end of the month in which the retiree reaches age 65.

Bargaining unit members hired prior to December 30, 1995 may continue participation in the District Health and Welfare Benefit Program by paying the total premium cost to the District.

10.7 Retiree Waiver of Coverage:

For all bargaining unit members who are 55 years of age or older who retire with a minimum of 20 years of full-time equivalent service credit with the College, the District shall pay an annual incentive directly to the retiree in lieu of current contribution of \$1,500 for participation in the District Health and Welfare benefit Program. This annual incentive will be increased by an inflation factor of 2% per year as set forth in Appendix J. Any retiree accepting the incentive will be required to sign the COS Retiree Waiver Insurance Coverage Agreement included in Appendix E.

ARTICLE XI

HOLIDAYS

11.1 Holidays:

Bargaining unit members shall be provided the following paid holidays:

New Year's Day	Veterans' Day
Martin Luther King Day	Wednesday before Thanksgiving
Lincoln Day	Thanksgiving Day
Presidents' Day	Friday following Thanksgiving Day
Spring Vacation Days (Thursday and Friday)	Christmas Eve
Memorial Day	Christmas Day
Independence Day	New Year's Eve
Labor Day	
Admission Day—to be taken between Christmas and New Years	

In the event that the now permissive holiday for Cesar Chavez and Native American Indian Day (Ed. Code § 37220.5 and 37220.7) become mandatory for classified employees of community colleges, the District and CSEA shall agree that the holiday set on the Wednesday before Thanksgiving shall be designated "in lieu of" either Cesar Chavez or Native American Indian Day.

11.2 Additional Holidays:

Every day declared by the President or Governor of this State as a public fast, mourning, Thanksgiving, or holiday, or any day declared a holiday by the Governing Board under Education Code Sections 5202, 5202.1, or 877 or their successors shall be a paid holiday for all bargaining unit members.

11.2.1 The college campus will close at the conclusion of the last work day prior to December 24 and remain closed until the first work day after New Year's Day. Classified bargaining unit members, with the exception of the Campus Police staff, will not be required to work during this period. Time worked by Campus Police personnel is to be considered overtime as defined in Article 7.

11.2.2 Classified bargaining unit members will work on Admissions Day so that holiday may be observed between December 24 and January 1. The remaining days (inclusive of those enumerated in Article 11.1) will be considered holidays.

11.3 Holidays on Saturday or Sunday:

11.3.1 When a holiday falls on Saturday, the preceding work day not a holiday shall be deemed to be that holiday. Except as provided in Section 11.3.2, when a holiday falls on Sunday, the following work day not a holiday shall be deemed to be that holiday.

11.3.2 When December 25 falls on Sunday, the holiday shall be deemed to be the following Monday.

11.4 Holiday Eligibility:

A bargaining unit member must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

ARTICLE XII
VACATION PLAN

12.1 Eligibility:

Vacation benefits are accrued on a fiscal year basis.

12.2 Paid Vacation:

Except as otherwise provided in this Article, paid vacation shall be granted no later than the fiscal year immediately following the year in which it is earned.

12.3 Accumulation:

Vacation time shall be earned and accumulated on a monthly basis in accordance with following schedules:

12.3.1 From the first month through the fifty-ninth month of service, vacation time shall be earned and accumulated at the rate of .833 days vacation for each month of service, not to exceed ten (10) days per fiscal year; however, a new bargaining unit member shall work six (6) months before taking vacation leave.

12.3.2 At the end of the fifth year through the tenth year of service, vacation shall be earned and accumulated at the rate of 1.25 days vacation for each month of service, not to exceed fifteen (15) days per fiscal year.

12.3.3 At the end of the tenth year of service, vacation shall be accumulated at the rate of 1.67 days vacation for each month of service, not to exceed a maximum of twenty (20) days per fiscal year.

12.3.4 At the end of the eighteenth year of service, vacation shall be accumulated at the rate of 1.75 days vacation for each month of service, not to exceed a maximum of twenty-one (21) days per fiscal year.

	12–Month Bargaining Unit Members	10–Month Bargaining Unit Members
1 month thru 59 months	10 days vacation	8 days vacation
60 months thru 119 months	15 days vacation	13 days vacation
120 months thru 215 months	20 days vacation	18 days vacation
216 months+	21 days vacation	19 days vacation

12.4 Vacation Pay:

Pay for vacation days for all bargaining unit members shall be the same as that which the bargaining unit member would have received had s/he been in a working status.

12.5 Vacation Pay Upon Termination:

When a bargaining unit member is terminated for any reason, s/he shall be entitled to all vacation pay earned and accumulated up to and including the effective date of termination.

12.6 Vacation Postponement:

If a bargaining unit member's vacation becomes due during a period when s/he is on leave due to illness or injury, s/he may request that his/her vacation date be changed, and District shall grant such request in accordance with vacation dates available at that time. The District and the bargaining unit member may elect to have his/her vacation rescheduled in accordance with the vacation schedule available at that time, or may request to carry over his/her vacation to the following year.

12.7 Vacation Scheduling:

12.7.1 Vacations shall be scheduled at times requested by bargaining unit members so far as possible within the District's work requirements. However, nothing in this section shall prevent a supervisor from working with or encouraging a bargaining unit member to take vacation time when the bargaining unit member is approaching 240 hours.

12.7.2 If there is any conflict between bargaining unit members who are working on the same or similar operations as to when vacations shall be taken, the conflict shall be resolved by mutual agreement between the bargaining unit members involved and their immediate supervisors.

12.8 Interruption of Vacation:

A bargaining unit member shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement without a return to active service, provided the bargaining unit member supplies written notice and supporting information regarding the basis for such interruption or termination.

12.9 Floating Vacation Day:

The District will provide 12 month bargaining unit members floating vacation day(s) (day(s) subject to supervisor approval) in any year where the total work days exceeds 260. For example, if there are 261 work days in the year, a 12 month employee shall receive one (1) floating vacation day or if there are 262 work days in the year, a 12 month employee shall receive two (2) floating vacation days. It should be noted that most years, there are only 260 work days scheduled for 12 month bargaining unit members, but occasionally – i.e. leap years – there will be 261 work days scheduled. The purpose of this floating vacation day(s) is to treat 12 month bargaining unit members equally with 10 and 11 month bargaining unit members.

ARTICLE XIII

LEAVES

13.1 Bereavement Leave:

Bargaining unit members shall be granted paid leave in the event of the death of any member's immediate family. A bargaining unit member shall be entitled to three (3) days of leave in order to attend the services of an immediate family member who has passed away.

Bargaining unit members shall be entitled up to five (5) days of bereavement leave for all such leave requiring out-of-state travel. If the employee chooses **not** to attend the immediate family member's services, either in or out of California, he/she shall only be entitled to three (3) days of bereavement leave.

If the District suspects that an employee may have abused the leave privileges specified above, the District may request verification of the immediate family member's death and/or travel out of state.

13.2 Jury Duty:

A bargaining unit member shall be entitled to leave without loss of pay for any time the bargaining unit member is required to perform jury duty. Any day during which a bargaining unit member whose regular assigned shift commences at 3 p.m. or after and who is required to serve all or any part of the day on jury duty shall be relieved from work with pay.

13.3 Military Leave:

A bargaining unit member shall be entitled to any military leave and benefits in accordance with applicable laws.

13.4 Sick Leave:

If a bargaining unit member is absent due to illness or injury, s/he must notify his/her supervisor not later than one hour after usual reporting time, if at all possible. Upon return to work, the bargaining unit member shall complete a Classified Leave of Absence Report. A physician's statement may be required if the absence is for more than five (5) working days.

13.4.1 Bargaining unit members shall accrue sick leave at a rate of 1.0 days per month. Sick leave will be pro-rated for those bargaining unit members assigned less than 12 months and 40 hours per week.

13.4.2 A bargaining unit member shall receive the normal rate of pay during sick leave to the extent that benefits are earned.

13.4.3 A probationary bargaining unit member of the District shall not be eligible to utilize more than six (6) days of sick leave until the first day of the calendar month after completing the required probationary period.

- 13.4.4 Permanent bargaining unit members shall be credited on July 1 with the full year of sick leave to be earned in the subsequent fiscal year. Such sick leave may be utilized by the bargaining unit member prior to completion of the fiscal year.
- 13.4.5 Pregnancy shall be treated as sick leave absence.
- 13.4.6 If a bargaining unit member does not take the full amount of leave allowed in any year under this Section, the amount not taken shall be accumulated from year to year.
- 13.4.7 CSEA bargaining unit members who earn partial sick leave (also, known as adult or overload sick leave), shall have any unused partial sick leave be transferred to their regular sick leave upon retirement for purposes of additional PERS service credit calculations.

13.5 Industrial Accident and Illness Leave:

In addition to any other benefits that a bargaining unit member may be entitled to under the Worker's Compensation laws of this state, bargaining unit members shall be entitled to the following benefits:

- 13.5.1 A bargaining unit member suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a leave of not less than sixty (60) working days in any one fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the bargaining unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.
- 13.5.2 Payment for wages lost on any day shall not, when added to an award granted the bargaining unit member under the Worker's Compensation laws of this state, exceed the normal wage for the day.
- 13.5.3 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this Section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If, however, a bargaining unit member is still receiving temporary disability payments under the Worker's Compensation laws of this state at the time of the exhaustion of benefits under this Section, s/he shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave, which, when added to the Worker's Compensation award, provides for a day's pay at the bargaining unit member's regular rate of pay.
- 13.5.4 Any time a bargaining unit member on Industrial Accident or Illness leave is able to return to work, s/he shall be reinstated in his/her position without loss of pay or benefits.

13.6 Entitlement to Other Sick Leave:

Bargaining unit members shall be provided a total of 100 days each fiscal year which can be utilized upon exhaustion of other sick leave benefits provided in this Article.

Such leave shall not accumulate from year to year and payment received for utilization of such leave shall be at the rate of fifty percent (50%) of the bargaining unit member's regular salary.

The District shall require a verification statement from the bargaining unit member's physician for entitlement to this section. The District may also require the bargaining unit member to obtain a second opinion from a physician of the District's choosing. The District shall pay the full cost of the second opinion.

13.7 Personal Necessity Leave:

Bargaining unit members shall be eligible to use up to seven (7) days of sick leave benefits in cases of personal necessity as defined by this Section.

13.7.1 The death of a member of the bargaining unit member's immediate family when additional leave is required beyond Bereavement Leave.

13.7.2 As a result of an accident or illness involving a bargaining unit member's person or property or the person or property of his/her immediate family.

13.7.3 An appearance in any court or before any administrative tribunal as a litigant, party or witness.

13.8 Adoption Leave:

A bargaining unit member who is adopting a child shall be entitled to ten (10) days of paid leave for the purpose of processing the adoption.

13.9 Family Medical Leave Act (FMLA):

Bargaining unit members shall be entitled to leave as prescribed by the Federal and State FMLA. Regulation and application of leave shall be with the District's Human Resource Services.

13.10 Break in Service:

13.10.1 Paid leave as provided by this Article shall not be considered a break in service and all benefits shall continue to accrue to the bargaining unit member.

13.10.2 Unpaid leave of less than sixty (60) working days shall not be considered a break in service and all benefits shall continue to accrue to the bargaining unit member.

13.10.3 Upon return, all time during which an individual is on involuntary unpaid status shall be counted for seniority purposes, but not to exceed thirty-nine (39) months except that during such time the individual will not accrue vacation, sick leave or holidays, or other leave benefits.

13.11 Catastrophic Illness and Injury

13.11.1 Catastrophic Illness and Injury Benefit

On a case-by-case basis with mutual agreement between CSEA and the District, any bargaining unit member may donate accumulated and unused eligible leave credits to another bargaining unit member when that bargaining unit member suffers from a catastrophic illness or injury.

13.11.2 Definitions

- 13.11.2.1 “Catastrophic illness” or injury means an illness that is expected to incapacitate the bargaining unit member for an extended period of time and taking such extended time off from work creates a financial hardship for the bargaining unit member because he or she has exhausted all of his or her sick leave, vacation, and comp time.
- 13.11.2.2 “Eligible leave credits” means personal necessity and/or sick leave accrued to the donating bargaining unit member.
- 13.11.2.3 Catastrophic sick leave begins when the conditions are met in 13.11.3.2, and such catastrophic leave shall run concurrently with the 100 days of half pay.

13.11.3 Eligibility

Eligible leave credits may be donated to a bargaining unit member for a catastrophic illness or injury if all of the following requirements are met:

- 13.11.3.1 The bargaining unit member who is suffering from a catastrophic illness or injury requests that eligible credits be donated and provides written verification of catastrophic illness or injury as required by the District.
- 13.11.3.2 The District determines that the bargaining unit member is unable to work due to the bargaining unit member’s catastrophic illness or injury.
- 13.11.3.3 The bargaining unit member has exhausted all accrued paid leave credits as described in 13.11.2.1.

13.11.4 Procedure

- 13.11.4.1 A bargaining unit member who wishes to receive the catastrophic illness benefit must request in writing to CSEA and the District that sick leave donations be solicited on his or her behalf. The request must have attached written verification of the catastrophic illness or injury as set forth in 13.11.3.1.
- 13.11.4.2 Donations will be solicited by a joint announcement of CSEA and the District on behalf of a specifically named individual who meets the requirements for this benefit.
- 13.11.4.3 By written notice to Human Resource Services, any bargaining unit member wishing to make a donation must have a minimum of 30 days of accumulated sick leave and must donate a minimum of one day of eligible leave credit and may donate up to five days of their eligible leave credits.
- 13.11.4.4 The maximum amount of time that donated leave credits may be used by the recipient bargaining unit member shall not exceed one hundred twenty (120) work days.

- 13.11.4.5 Human Resource Services will keep the bank of donated sick leave for each classified employee who suffers a catastrophic illness or injury. Donated sick leave will be used in one day increments beginning with one day from the first donation received and rotating by one day increments thereafter through the remaining donations in the order those donations were received. Human Resource Services will forward the donated sick leave record to Payroll each month. Once the catastrophic illness has ended or the 120 days are exhausted, each employee who donated sick leave will be informed in writing how much of their sick leave donation was used.
- 13.11.4.6 A bargaining unit member who receives paid leave pursuant to this section shall use any leave credits that he or she continues to accrue on a monthly basis prior to receiving paid leave pursuant to this catastrophic illness or injury benefit.

ARTICLE XIV
RETRAINING AND STUDY

14.1 Retraining and Study Leave:

- 14.1.1 A leave of absence, not to exceed twelve (12) months, for retraining and study may be granted to any bargaining unit member within a three (3) year period.
- 14.1.2 Leaves will be taken in any appropriate periods not to exceed six (6) months in a continuous one (1) year period.
- 14.1.3 Eligibility for leave under this Section requires a bargaining unit member to have been employed for at least three (3) consecutive years.
- 14.1.4 The District shall establish procedures for enactment of this Section.
- 14.1.5 Leave granted under this Section shall not constitute a break in service for purposes of seniority within the classification of assignment. No other benefits shall accrue during such leave.

ARTICLE XV

HIRING

15.1 Short-Term Positions:

- 15.1.1 Positions created for a specific temporary project of limited duration which, when completed and which are no longer required, shall be classed as a short-term position.
- 15.1.2 No employee shall fill a short-term position for more than 195 working days, inclusive of holidays, nor shall a short-term employee supplant a bargaining unit employee/position.
- 15.1.3 Employees hired in short-term positions are not bargaining unit members and shall not earn seniority or other rights and benefits under this Agreement. If subsequently employed in the bargaining unit, the term of employment as short-term employee shall not be applied to the requisite probationary period for bargaining unit members nor utilized for salary placement/advancement or other rights and benefits under this Agreement.
- 15.1.4 If a short-term position is extended beyond the 195 days, the position shall become part of the bargaining unit and incumbent shall be assigned to that position. The probation period of the assigned unit member shall commence on the 195th day.

15.2 Seasonal Service Positions:

- 15.2.1 A person hired to provide temporary services on a seasonal basis shall be classed as a Short-term Employee.
- 15.2.2 A Seasonal Service position shall not exceed 75 working days in a fiscal year.
- 15.2.3 Employees hired in a Seasonal Service position are not bargaining unit members and shall not earn seniority or other rights and benefits under this Agreement. If subsequently employed in the bargaining unit, the term of employment as a Seasonal Service employee shall not be applied to the requisite probationary period for bargaining unit members nor utilized for salary placement/advancement or other rights and benefits under this Agreement.
- 15.2.4 If a Seasonal Service position is extended beyond the seventy-five (75) days, the position shall become a bargaining unit position.
- 15.2.5 Seasonal positions are permissible in the Bookstore, Admissions/Records, Student Activities and Affairs, Accounts Receivable, Grounds, Maintenance, Hanford Center, Tulare Center, District Police, Welcome Center and the Assessment Center to assist during heavy workload times. Seasonal employment will be no more than 75 days per fiscal year and not more than 60 consecutive days.

15.2.5.1 During peak periods the Financial Aid Department shall be entitled to one (1) seasonal position subject to the 75 day per fiscal year and 60 consecutive day per fiscal year limitation.

15.2.5.2 Human Resource Services shall be entitled to one seasonal position of no more than 40 days per fiscal year and not more than 40 consecutive days at one time because of heavy work load times.

15.3 Substitute Employees:

A substitute employee may only fill a bargaining unit position while the incumbent bargaining unit member is on leave as defined in Articles XIII and/or XIV of the CSEA Master Agreement.

15.3.1 Employees hired as a substitute employee are not bargaining unit members and shall not earn seniority or other rights and benefits under this Agreement. If subsequently employed in the bargaining unit, the term of employment as a substitute employee shall not be applied to the requisite probationary period for bargaining unit members nor utilized for salary placement/advancement or other rights and benefits under this Agreement. An employee hired as a substitute shall not be treated as a bargaining unit member and shall not earn seniority credits under any provisions of the CSEA Master Agreement.

15.3.2 A bargaining unit position which has become vacant may be filled by a substitute employee for a period of not more than forty-five (45) working days. The District must be actively seeking a replacement for this position while the substitute employee is filling the vacancy.

15.4 Regular Full-Time Positions:

15.4.1 Bargaining unit members filling a regular full-time position shall be assigned a prescribed number of work days per week and number of work hours per day which total 40 hours, unless negotiated otherwise.

15.4.2 Full-time positions shall be part of the bargaining unit and must be filled in accordance with Article XVI and Article XVII or other applicable Article of this Agreement. Prior to recruitment, the parties may agree to waive transfer or promotion procedures for positions which are considered entry level or which require specialized skills.

15.5 Regular Part-Time Positions:

15.5.1 Bargaining unit members employed in a regular, part-time position shall be assigned a prescribed number of work days per week and number of work hours per day which total less than 40 hours, unless negotiated otherwise.

15.5.2 Bargaining unit members assigned to part-time positions shall accrue benefits in accordance with the provisions of the California Education Code.

15.5.3 Part-time positions shall be part of the bargaining unit and shall be filled in accordance with Article XVI, XVII or other applicable Articles of this Agreement. Prior to recruitment, the parties may agree to waive transfer or promotion procedures for positions which are considered entry-level or which require specialized skills. A record of such agreement shall be filed with the CSEA Chapter President prior to completion of the hiring process in such situations.

15.6 Student Workers:

The District shall not employ any students under any student work study or experience program that would displace or supplant a bargaining unit member. Student Employees hired in Seasonal Service positions are not bargaining unit members and shall not earn seniority or other rights and benefits under this Agreement.

15.6.1 Student employees will not be assigned to work more than 19 hours per week during the period when classes are conducted.

15.7 Distribution of Job Information:

Upon initial employment and with each change in classification, the district will provide a bargaining unit member with: the applicable class specification, the monthly and hourly salary rates applicable to the position; an indication of the regular work site, and the normal assigned work schedule to include hours per day, days per week and months per year.

ARTICLE XVI

TRANSFERS

16.1 Definition:

“Transfer” shall be defined as a change in position (i.e. department, division, program, campus, etc.) without a change in classification. Such a change may occur when a position becomes vacant or a new position is created within the same classification.

16.1.1 Prior to any transfer, the District shall notify CSEA.

16.2 Voluntary Transfer:

A voluntary transfer is defined as a transfer accomplished with a bargaining unit member’s voluntary concurrence.

16.3 Filling Vacancies (Voluntary Transfer):

16.3.1 All vacancies shall be posted by the District at all work locations for three (3) working days prior to being filled. Any bargaining unit member assigned to the classification in which there is a vacancy may apply for transfer to that position by filling a District–approved application with Human Resource Services during that period.

16.3.1.1 Reasonable efforts will be made to communicate information on vacancies within the bargaining unit as they occur.

16.3.2 In filling a vacancy, the District shall consider bargaining unit applicants in accordance with Article XVII and other applicable provisions of this Agreement.

16.3.3 In filling a vacancy through this Article, skills, abilities and job performance will be the factors considered. If there are no distinguishing differences between eligible candidates in considering these factors, preference will be given to the most senior bargaining unit member.

16.3.4 Whenever there are three (3) or more permanent bargaining unit members who fully qualify for the vacant position, and who have completed the appropriate applications, the District will select from among those qualified bargaining unit members.

16.3.5 If less than three (3) transfer applications are received, the bargaining unit members will be considered along with promotional and outside applicants for the position. If the total number of bargaining unit applicants under Transfer and Promotion Articles are five (5) or greater, the district shall hire from those applicants.

16.4 Involuntary Transfer:

An “involuntary transfer” is a transfer accomplished at the request of the District and without the concurrence of the bargaining unit member.

16.4.1 If the District implements an involuntary transfer, the affected employee shall be entitled to a written explanation of the reasons for the decision. An involuntary transfer shall not adversely affect the bargaining unit member’s regular compensation or classification.

16.4.2 If a bargaining unit member is involuntarily transferred to another District site, he/she shall be reimbursed for mileage at a rate consistent with IRS regulations for one year from the date of involuntary transfer. Computation of this mileage shall be made from (one-way distance) the site from where the bargaining unit member was transferred.

16.5 Temporary Reassignment:

Nothing in this Article shall prohibit the District from making temporary reassignments when the bargaining unit member's salary and benefits are not affected. Any temporary assignment shall not exceed 195 working days or seventy-five (75) percent of the work year, whichever is less, unless mutually agreed between the District and CSEA.

ARTICLE XVII

PROMOTION

17.1 First Consideration:

Permanent bargaining unit members within the bargaining unit shall be given first consideration in filling any job vacancy which can be considered a promotion after the announcement of the vacancy.

17.2 Posting of Notice:

17.2.1 All vacancies shall be posted by the District at all work locations for three (3) working days prior to be advertised publicly. Any bargaining unit member eligible for promotional opportunities may apply for that position by filling a District–approved application with Human Resource Services during that period.

17.2.1.1 Reasonable efforts will be made to communicate information on vacancies within the bargaining unit as they occur.

17.3 Notice Contents:

The job vacancy notice shall include: the job title; a brief description of the position and duties; the location of the job; the minimum qualifications required for the position; the number of hours per day; the normal work shift times, days per week, and months per year assigned to the position; the salary range, and the application deadline for the position.

17.4 Certification of Applicants:

17.4.1 Within ten (10) working days following the completion of the promotional recruitment period, Human Resource Services shall notify bargaining unit applicants in writing of their eligibility/non-eligibility for the promotional vacancy.

17.4.2 Determination of qualifications and eligibility/non–eligibility shall be based upon District criteria. The District reserves the right to utilize the interview process to make a final determination of the candidates’ qualifications and/or eligibility/non-eligibility. The determination of qualifications and eligibility shall be the sole responsibility of the District.

17.4.3 In filling a vacancy through this Article, skills, abilities and job performance will be the factors considered. If there are no distinguishing differences between eligible candidates in considering these factors, preference will be given to the most senior bargaining unit member.

17.4.4 In those circumstances where five (5) or more bargaining unit members qualify for promotional consideration under this Article, the District shall fill the announced vacancy from that group.

17.5 Eligibility:

If less than five (5) promotional applications are received, the applicants will be considered along with transfer and outside applicants for the position. If the total

number of applicants in both Transfer and Promotion Articles are five (5) or greater, the District shall hire from within.

17.5.1 Bargaining unit members who are probationary as District bargaining unit members or probationary within their current classifications are precluded from consideration for promotional positions.

17.6 Promotion Evaluation:

A bargaining unit member promoted in accordance with this Article shall serve a probationary period of 150 working days in the new classification. During this period, evaluation will be conducted in accordance with Article 4.5.

17.6.1 Should the bargaining unit member's performance during the probationary period be evaluated as less than satisfactory, s/he shall be returned to the classification from which promoted and salary reduced to the Range assignment of the lower classification. If a vacancy does not exist in the classification from which promoted, the bargaining unit member shall be provided a temporary assignment for which s/he qualifies until a vacancy occurs. Determination of qualifications for the temporary assignment shall be the sole responsibility of the District. During any period of temporary assignment, the salary of the affected bargaining unit member shall not be less than that which would be paid in the former permanent classifications.

ARTICLE XVIII

BARGAINING UNIT MEMBER IN-SERVICE TRAINING

18.1 District-Required Training:

The District may require a bargaining unit member to participate in training sessions and/or conferences. Such activities will be considered part of the bargaining unit members' regular work schedule and shall not result in a loss of pay or benefits.

18.2 Bargaining Unit Member Selected Training:

Other training sessions and/or conferences in which a bargaining unit member wishes to participate during work hours must be approved by his/her administrator/supervisor and the appropriate Vice President. If approved, the bargaining unit member must complete the hours for which released in a manner which does not result in overtime or compensatory time.

18.2.1 Such arrangements may include: taking a shorter lunch hour; using accumulated compensatory time or accrued vacation benefits, or other arrangements approved by the appropriate Vice President.

ARTICLE XIX
CLASSIFICATION, RECLASSIFICATION,
JOB DESCRIPTIONS, AND ABOLITION OF POSITIONS

19.1 Placement in Class:

Every bargaining unit member shall be assigned to a classification and a range on the classified salary schedule.

19.2 Negotiability of Class Specifications:

Class specifications shall be a subject of collective bargaining and included in this Agreement by reference. The Association shall be provided a copy of all bargaining unit classifications if modified and upon request.

19.3 New Positions or Classes of Positions:

All newly created positions or classes of positions, shall be assigned to the bargaining unit unless classified confidential, supervisory or management in accordance with applicable laws and regulations.

19.4 Salary Placement of Reclassified Positions:

When a position or class of positions is reclassified to a higher range of the classified salary schedule, such action will result in an upward salary increase of at least one (1) Range or 2.5% whichever is greater.

19.5 Incumbent Rights:

When an entire class of positions is reclassified, the incumbents in these positions shall be entitled to serve in the new positions. When a position or positions less than the total class is or are reclassified, incumbents in the positions who have been in the positions for one (1) year or more shall be reallocated to the higher class. If an incumbent in such a position has not served in that position for one (1) year or more, then the new position shall be considered a vacant position subject to the lateral transfer and promotion provisions of this Agreement.

19.6 Downward Adjustment:

Any downward adjustment of any position or class of positions shall be considered a demotion and shall be subject to negotiations between the District and CSEA.

19.7 Reclassification:

Reclassification shall mean the redefining of a position to account for changes in duties, responsibilities or work that alters the nature of the classification of the position as outlined in the California Education Code.

19.8 Reclassification Requests:

19.8.1 Requests for reclassification shall be initiated by the employee.

19.8.2 An employee is eligible for reclassification review once every two years.

19.9 Reclassification Questionnaire:

- 19.9.1 Requests for Reclassification shall contain:
 - 19.9.1.1 A cover letter with an overview of the request.
 - 19.9.1.2 A current job description.
 - 19.9.1.3 A proposed job description (with proposed salary range).
 - 19.9.1.4 Information outlining the additional duties and responsibilities acquired over a period of time that differ from the current job description and justifying the request.
 - 19.9.1.5 A historical overview of the new duties.
 - 19.9.1.6 Any other relevant information supporting the request.

19.10 Copies of Request:

- 19.10.1 Employees requesting reclassification shall make two (2) copies of the request and deliver one copy to the District’s Human Resource Department and the other copy to the CSEA President.
- 19.10.2 Employees must sign and date all documents being submitted.

19.11 Reclassification Timelines:

- 19.11.1 April 1 – earliest date on which employees may submit requests for reclassification.
- 19.11.2 May 30 – deadline for employees to submit completed reclassification requests.
- 19.11.3 July 1 – Effective date of implementation of employee initiated reclassification recommendations.

19.12 Reclassification Committee Makeup:

As reclassifications are a negotiable item, reclassifications will be considered during negotiations. CSEA and the District will have up to three (3) representatives meet, review and make recommendations back to the negotiating teams on reclassification requests.

ARTICLE XX

LAYOFF AND RE-EMPLOYMENT

20.1 Reason for Layoff:

Layoffs shall occur only for lack of work or lack of funds.

20.2 Notice of Layoff:

The District shall give written notice to both CSEA and the affected bargaining unit member(s) not less than sixty (60) calendar days prior to any planned layoffs. Notice of layoffs shall specify the reason for the layoff and identify by name and classification the bargaining unit member(s) designated for layoff.

20.2.1 Failure to give written notice under the provisions of this Article shall invalidate the layoff.

20.2.2 The District and CSEA shall meet within ten (10) working days following such notification to review the proposed layoffs and determine the order of layoff and identify by name and classification the employees designated for layoff.

20.3 Order of Layoff:

The order of layoff shall be based on seniority within the affected classification plus higher classes. A bargaining unit member with the least seniority within the class plus higher classes shall be laid off first. Seniority shall be based on the employee's hire date.

20.4 Bumping Rights:

A regular bargaining unit member laid off from his/her current classification may bump into an equal classification on the Classified Salary Schedule in which the bargaining unit member has previously served, provided that the affected bargaining unit member's seniority exceeds that of a bargaining unit member in the equal classification.

20.4.1 If there is no position in an equal classification available under Article 20.4, the affected bargaining unit member may bump into the next lower classification on the Classified Salary Schedule in which the bargaining unit member has previously served, provided that the affected bargaining unit member's seniority exceeds that of a bargaining unit member in that classification.

20.4.2 This process shall continue for all classifications in which the bargaining unit member has earned seniority before layoff from District bargaining unit employment.

20.5 Layoff in Lieu of Exercising Bumping Rights:

Should a bargaining unit member elect to waive the bumping rights as prescribed by this Article and California Education Code and accept a layoff from District

employment, the bargaining unit member will retain re-employment rights provided by this Agreement and Education Code.

20.6 Equal Seniority:

If two (2) or more bargaining unit members subject to layoff have equal seniority, determination of order for layoff shall be based on the number of hours an employee has been in paid status in the affected class plus higher classes. If that date is equal, the determination of greater seniority shall be made by a lottery system.

20.7 Re-employment Rights:

Bargaining unit members laid off under the terms of this Article and California Education Code shall be eligible for re-employment in the affected classification(s) for a 39-month period.

20.7.1 Re-employment shall be offered in the reverse order of layoff and based upon the seniority of all bargaining unit members on the re-employment list for the affected class(es).

20.7.2 Re-employment within the previous classification(s) shall take precedence over hiring of new employees.

20.7.3 Bargaining unit members laid off in accordance with this Article and California Education Code shall have the right to apply for promotional positions and use their bargaining unit seniority within the application period specified by the District recruitment announcement for a period of 39 months following layoff. The District shall provide notification of such promotional opportunities to laid-off bargaining unit members.

20.8 Voluntary demotion or Voluntary Reduction in Hours of Assignment:

Bargaining unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the bargaining unit member's option, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and with no time limit, except that they shall be ranked in accordance with their seniority on any valid re-employment list.

20.9 Retirement in Lieu of Layoff:

A bargaining unit member may elect to accept a service retirement in lieu of layoff, voluntary demotion, or reduction in hours of assignment. The bargaining unit member must be provided written notification to Human Resource Services of such election not less than 10 working days of the effective date of the proposed layoff.

20.9.1 The bargaining unit member shall be placed on the appropriate re-employment list(s) in accordance with Article 20.7 except that the bargaining unit member shall not be eligible for re-employment during such period required by applicable Government Code sections and/or regulations of the Public Employees Retirement System (PERS).

20.9.2 The District shall provide the bargaining unit member 10 working days to accept a written offer of re-employment. In addition, the retired bargaining

unit member shall be provided adequate time to determine his/her requirements to reinstate participation in PERS retirement if the re-employment offer is accepted.

- 20.9.3 Should a bargaining unit member elect to retire after being placed on a re-employment list, such action will be considered retirement in lieu of layoff. Re-employment rights of this Section shall be for the duration of the 39-month period prescribed by Article 20.7.
- 20.9.4 A bargaining unit member who retires according to this provision and subsequently declines an offer of re-employment equal to that from which they retired shall be deemed to have waived his/her re-employment rights and permanently retired.
- 20.10 Seniority Roster:**
The District shall maintain an updated seniority roster indicating bargaining unit members' class seniority, bargaining unit seniority, and hire date seniority. In addition to the requirements of Section 5.1.5 such rosters shall be available to CSEA at any time upon request.
- 20.11 Notification of Re-employment Opportunities:**
Any bargaining unit member who is laid off and is subsequently eligible for re-employment shall be notified in writing by the District of an opening. Such notice shall be sent by mail or email as designated by the laid off employee to the last address given the District by the bargaining unit member, and a copy shall be sent to CSEA by the District, which shall acquit the District of its notification responsibility.
- 20.12 Bargaining Unit Member's Notification to the District:**
The affected bargaining unit member eligible for re-employment according to this Article shall notify Human Resource Services of his/her intent to accept or reject the re-employment offer within 10 working days of its receipt or attempted delivery to the last known address of the bargaining unit member. If accepted, the bargaining unit member must report for work within 10 working days of acceptance or a date acceptable to the parties.
- 20.13 Re-employment in the Highest Classification:**
Bargaining unit members shall be re-employed in the highest classification available for which eligible in accordance with this Article. If the bargaining unit member accepts employment in a classification placed lower on the Classified Salary Schedule than previously assigned prior to layoff action, re-employment rights to the higher classification shall continue for a period of 63 months from effective date of layoff action.
- 20.14 Improper Layoff:**
Any bargaining unit member who is improperly laid off shall be re-employed upon discovery of the error and shall be reimbursed for all loss of salary and benefits.

ARTICLE XXI

DISCIPLINARY ACTION

21.1 Exclusive Procedure:

Discipline shall be imposed upon bargaining unit members only pursuant to this Article.

21.2 Cause:

Discipline shall be imposed on permanent members of the bargaining unit for cause only. Discipline is defined as discharge, demotion, reduction in pay, transfer for punitive reasons, and suspension.

21.3 Notice of Intended Discipline:

A permanent bargaining unit member subject to disciplinary action according to this Article shall be given, in person or by U. S. Certified Mail, a written Notice of Intended Disciplinary Action. Such notice shall contain a statement in ordinary and concise language which shall consist of:

21.3.1 The specific charges against the employee which shall include times, dates and locations of chargeable actions and/or omissions;

21.3.2 The penalty proposed; and,

21.3.3 Supporting evidence and documentation.

21.4 Right to a Hearing:

Accompanying the Notice of Disciplinary Action shall be a written statement outlining the permanent bargaining unit member's right to a hearing with a District Vice-President, or designee, on the charges. The timely signing and filing of this form by the permanent bargaining unit member shall constitute a request for a hearing and denial of all charges.

21.4.1 If the bargaining unit member does not respond to the Notice of Disciplinary Action and request a hearing within seven (7) working days, then disciplinary action shall proceed according to this Article.

21.5 Notice of Disciplinary Action:

If the decision of the District Vice-President, or designee, is to continue the proposed disciplinary action, a Notice of Disciplinary Action shall be issued in accordance with Article 21.3.

21.6 Appeal Process:

If the penalty imposed is discharge, demotion, reduction in pay, or suspension in excess of three working days, the bargaining unit member may appeal the discipline through the grievance process beginning at Step 3. The request for appeal must be made within 10 working days of the Notice of Disciplinary Action set forth in 21.5 above. The hearing before the Board of Trustees shall be private unless the bargaining unit member requests a public hearing.

21.7 Suspension:

A bargaining unit member may be immediately suspended without compensation for a maximum of three (3) working days if the bargaining unit member is suspected of being an immediate threat to the health, safety and well-being of students, fellow employees or the general public.

21.8 Paid Leave/Suspension:

A bargaining unit member may be relieved of duties without loss of pay at the option of the District.

21.9 Burden of Proof:

In any disciplinary action, the burden of proof lies with the District.

ARTICLE XXII

GRIEVANCE PROCEDURE

22.1 Definition:

A grievance is defined as any complaint of a bargaining unit member, bargaining unit members, or CSEA involving the interpretation, application, or alleged violations of this Agreement or a violation, application or interpretation of any law, District policy, rule, regulation, or practice. It is the intent of the parties to encourage as informal and confidential an atmosphere as is possible in the resolution of grievances.

22.2 Procedure:

Grievances shall be handled in the following manner:

22.2.1 Informal Resolution:

An aggrieved bargaining unit member may present directly or through his/her Job Representative, his/her grievance to his/her immediate Supervisor. The grievance shall be submitted orally. If the grievance is not satisfactorily adjusted informally, the grievance may proceed to Step One.

22.2.2 Step One:

An aggrieved bargaining unit member may present directly or through his/her Job Representative his/her grievance to his/her immediate supervisor in writing within one year from the alleged grievance. If the grievance is not satisfactorily adjusted within five (5) working days after the submission of the grievance, the immediate Supervisor within five (5) working days after the submission of the grievance shall reduce to writing his/her response to the grievance to the aggrieved party and the Job Representative. At Step One of the grievance procedure the grievant may elect in writing to represent himself/herself rather than have CSEA provide representation. If the grievant elects to represent himself/herself at this step, or at any later step, CSEA shall be relieved of any further obligation of representation and shall be relieved of any further obligation to share in any further expense of the grievance procedure.

22.2.3 Step Two:

If the grievance is not satisfactorily adjusted by the immediate Supervisor or if the immediate Supervisor fails to respond in accordance with Step One, CSEA may submit the grievance in writing to the next level of supervision within five (5) working days of the response from the immediate Supervisor or within five (5) working days after the immediate Supervisor fails to respond in accordance with Step One. Within five (5) working days after the receipt of the grievance at Step Two, the next level of supervision shall hold a meeting at which the grievant and Job Representative and the immediate Supervisor of the grievant shall be present to discuss and seek to resolve the grievance. The grievant and the Job representative shall be notified in writing of the response at Step Two within five (5) working days after the meeting.

22.2.4 Step Three:

If the grievance is not satisfactorily adjusted at Step Two or if the procedures called for at Step Two are not followed, CSEA may submit the grievance in writing to the District Superintendent/President within seven (7) working days of the receipt of the response at Step Two or within seven (7) working days after the time periods called for in Step Two have passed. Within seven (7) working days of the receipt of the grievance at Step Three, the Superintendent/President or his/her designee will meet the grievant and his/her Job Representative in an attempt to resolve the grievance. Within five (5) working days after this meeting, the Superintendent/President shall deliver to the grievant and the Job Representative the response of the grievance.

22.2.5 Step Four:

If the grievance is not satisfactorily adjusted by the Superintendent/President, CSEA may submit the grievance in writing to the governing board within seven (7) working days of the receipt of the response of the Superintendent/President or within seven (7) working days of the failure of the Superintendent/President to respond in accordance with Step Three. The governing board will schedule a public hearing on the grievance at its next regularly scheduled public meeting. At that meeting, the grievant and the Job Representative shall have an opportunity to testify, present evidence and witnesses pertaining to the grievance. Within five (5) working days after this meeting, the governing board will deliver to the grievant and his/her Job Representative its written response to the grievance.

An individual representing himself/herself may elect to take his/her case to the governing board. In such instance s/he shall follow the procedures of this Section.

22.3 Group Grievances:

If the grievance involves bargaining unit members with different immediate Supervisors, the grievance may be filed at Step Two. If the grievance involves bargaining unit members, not all of whom have the same supervisor at Step Two, the grievance may be submitted at Step Three.

22.4 Policy Grievances:

If the grievance involves District-wide policy, practice or interpretation of this Agreement, the grievance may be submitted by CSEA at Step Three.

22.5 Bargaining Unit Member-Processed Grievance:

A bargaining unit member covered by this Agreement may present a grievance directly and have such grievance adjusted without intervention of CSEA as long as the adjustment is not inconsistent with the terms of this Agreement. CSEA shall be provided copies of any grievances filed by bargaining unit members directly and any responses by the District. Prior to any resolution of any grievance, CSEA shall be provided an opportunity to file a written response to the proposed resolution. Any

disagreement concerning whether the settlement is inconsistent with the terms of this Agreement shall be subject to the grievance procedure.

22.6 Disciplinary Grievances:

Grievances involving disciplinary action by the District shall be handled in the same manner as all other grievances with the following exceptions:

22.6.1 A disciplinary grievance may be initiated at Step One, Two or Three at the option of the bargaining unit member.

22.6.2 Disciplinary review at Step Four shall confine itself to determination of guilt or innocence and the appropriateness of the proposed penalties. Disciplinary review at Step Four shall not add to, subtract from, or modify the provisions of this Agreement. The Step Four decision with respect to guilt or innocence, penalty or cause for emergency suspension shall be final and binding upon the parties. The Step Four review may approve, disapprove, or take any other appropriate action warranted under the circumstances including, but not limited to, ordering reinstatement and back pay of all or part of any period of suspension. If the Step Four review finds cause for any emergency suspension, it may consider such a suspension in determining the penalty to be imposed. If the Step Four review finds that the charges are not sustained and there has been a suspension, the bargaining unit member shall request reinstatement and payment of back pay and benefit from the date of suspension forward.

22.7 Grievance Witnesses:

The District shall make available for testimony in connection with the grievance procedure any District bargaining unit members whose appearance is requested by the grievant or CSEA. Any bargaining unit member witnesses required to appear in connection with this Article shall suffer no loss of pay.

22.8 Grievance Release Time and Processing During Regular Working Hours:

The grievant and the CSEA Job Representative shall be entitled to prepare, write, and process grievances during regularly scheduled working hours with no loss of pay or benefits.

22.9 Separate Grievance File:

All materials concerning a bargaining unit member's grievance shall be kept in a file separate from the bargaining unit member's personnel file and shall be available for inspection only by the bargaining unit member, the CSEA Job Representative and those management, supervisory and confidential bargaining unit members directly involved in the grievance procedure.

ARTICLE XXIII
WORKING CONDITIONS

23.1 Past Practices:

The rules, regulations, policies and practices of the District which are in effect at the time of this Agreement and which neither conflict with the terms of this Agreement nor abridge the rights of bargaining unit members under this Agreement shall remain in full force and effect unless changed by mutual agreement of CSEA and the District.

23.2 Employment of Relatives:

Members of the same family may be employed by the District provided they are not assigned to a relative supervisor.

ARTICLE XXIV

SAFETY

24.1 Compliance:

The District and CSEA shall conform to and comply with all health, safety, and sanitation requirements imposed by state or federal law or regulations adopted under state or federal law.

ARTICLE XXV

CAMPUS POLICE DEPARTMENT

25.1 Staff Work Day / Work Week:

- 25.1.1 The normal work week for the Campus Police Department personnel starts on Sunday at 12:01 a.m. and ends Saturday at 12:00 midnight.
- 25.1.2 Assignment shall be on the basis of forty (40) hours per week on a four (4) or five (5) day basis. The District retains the right to assign personnel on a rotational basis.
- 25.1.3 Any work in excess of forty (40) hours per week or on the sixth or seventh day of the week shall be considered overtime. The specific length of the work week and work day shall be designated by the District.
- 25.1.4 The District agrees that it will not arbitrarily change work schedules to avoid payment of overtime.
- 25.1.5 **On-Call Status During Lunch Periods:**
The District shall require Campus Police Officer personnel to remain on-call and available to provide assistance during authorized lunch periods. If so assigned, that time will be used in computation of hours worked and compensated appropriately.
- 25.1.6 **Training/Work Week**
Days off may change due to mandatory training. Overtime necessitated by training of an officer will be rotated.

25.2 Holiday Assignments:

Bargaining unit members assigned to the Campus Police Department may be required to perform work on days identified as holidays in accordance with Article XI. Work shifts may be assigned to provide necessary security for the college campus. Any such work performed will be compensated in accordance with Article 7.7.3.

- 25.2.1 No officer shall suffer any reduction in holidays as a result of the assigned work week as outlined in 11.2.
- 25.2.2 The District shall establish the number of shifts needed for the period of time between Christmas and the resumption of work by other classified bargaining unit members in January. The District and the Campus Police Officers will jointly develop the assignment of officers to the established shifts for this period of time. If the parties are not successful, assignments will be determined in order of seniority.

25.3 Overtime Assignment:

The District may direct and authorize Campus Police Department staff to work in excess of eight (8) hours in one (1) day or in excess of forty (40) hours in one week on an overtime basis.

25.3.1 Assignment of overtime shall be in accordance with current Department procedure and this Agreement. Should any dispute arise regarding implementation of this provision, the parties shall meet to discuss the situation.

25.4 Probationary Period:

Campus Police Officer personnel shall have a probationary period not to exceed twelve (12) months. Entry level Campus Police Officer staff (P.O.S.T. agency) shall be required to satisfactorily complete a probationary period of twelve (12) months.

Disciplinary action during the established probationary period shall comply with California Education Code.

All Campus Police Officer personnel shall be required to maintain a P.O.S.T. Basic Certificate in good standing as a condition of continued employment. Disciplinary action for permanent bargaining unit members shall be in accordance with Article XXI of this Agreement.

25.5 Uniform and Equipment:

On an annual basis, as needed, Campus Police Officer personnel shall be provided:

A.)	Four (4) long-sleeve (winter issue) and four (4) short-sleeve (summer issue) shirts with appropriate identification patch(es).
B.)	Four (4) uniform pants.
C.)	One (1) leather duty belt with accessories (i.e. gun, ammunition, handcuffs with holder; radio with holster; baton and ring, an operable container of mace.
D.)	Two (2) winter dickeys
E.)	Tuffy jacket
F.)	Vest
G.)	Formal Hat
H.)	Footwear

25.5.1 The District shall provide cleaning/laundry service for Campus Police Department personnel uniforms.

25.5.2 Wet-weather gear (raincoat) marked "Police" shall be made available only to Campus Police Officer personnel as required.

25.5.3 At least one two-way radio issued to Campus Police Officer personnel during normal work hours shall provide communication with another local law enforcement agency. District administration will seek to establish and maintain effective communications with local law enforcement agencies to affect mutual assistance procedures.

25.5.4 Uniforms and equipment shall be returned to the District upon separation from employment.

25.6 Department Vehicle:

- 25.6.1 The District shall perform service, maintenance and repair of vehicles assigned to the Campus Police Department.
- 25.6.2 In the event a Campus Police Department vehicle is not available for travel to duty in Hanford or training, COS will make every attempt to provide another District vehicle.
 - 25.6.2.1 If an employee of the Campus Police Department is required to take their personal vehicle to perform their duties, mileage will be paid at the IRS rate from their home to the assignment or from COS to the assignment, whichever is shorter.

25.7 Current Shifts:

CSEA and the District agree that the shifts in effect on November 8, 2000 shall be rotated on a 4-month basis effective January 1 of each year. Any future changes in the established shifts shall only be made by mutual agreement of CSEA and the District.

25.8 Graveyard Shift:

The District shall not institute a graveyard shift for Campus Police Officer personnel without consultation with CSEA.

25.9 Campus Police Department Policy Manual:

In the event unusual circumstances arise because of this Agreement and the circumstances may or may not be listed in the Police Policy Manual or this Agreement, the parties agree to meet to resolve any differences.

ARTICLE XXVI

CONTRACTING OUT BARGAINING UNIT WORK

26.1 Restriction on Contracting Out:

During the life of this Agreement, the District agrees that it will not contract out work which has been customarily and routinely performed or is performable by bargaining unit members in the bargaining unit covered by this Agreement unless CSEA specifically agrees to same or contracting is specifically required by the Education Code.

26.2 Notice to CSEA:

No contract for services which might affect bargaining unit members in the bargaining unit shall be let until CSEA has been provided ten (10) days advance notice of the award.

ARTICLE XXVII

SEVERABILITY

27.1 Savings Clause:

If during the life 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 of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.

27.2 Replacement for Severed Provision:

In the event of suspension or invalidation of any Article or Section of this Agreement, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XXVIII

NEGOTIATIONS

28.1 Notification of Intent to Modify Agreement:

Either party proposing to modify any Article of this Agreement shall provide written notification of such intent and the nature of those amendments not less than 120 days of the expiration date specified by Article XXXI.

28.2 Public Notice Requirements:

Upon receipt of the Association's proposal for a successor Agreement, the District shall comply with the public notice laws applicable to collective bargaining, which shall include receipt of such proposal during a public session of the Board of Trustees and a required public hearing. The District shall comply with such laws and regulations pertaining to a proposal for a successor Agreement. Upon completion of public notice requirements, negotiations shall commence within forty-five (45) days.

28.3 Impasse:

If notice has been given in accordance with the preceding Sections and the parties have not been able to agree upon terms of a new Agreement within thirty (30) days prior to expiration date of this Agreement, either party may institute impasse procedures in accordance with the rules of the Public Employment Relations Board.

Once the impasse procedures have been invoked, this Agreement shall remain in full force and effect until the conclusion of the impasse process.

28.4 Release Time for CSEA Negotiations Committee:

Up to eight (8) bargaining unit members serving as the CSEA Negotiations Committee shall be provided reasonable release time to prepare for and participate in the collective bargaining process with District representatives.

28.5 Ratification of Additions or Changes:

Any additions or changes in this Agreement shall not be effective unless reduced in writing and properly ratified and signed by both parties.

ARTICLE XXIX

MANAGEMENT RIGHTS

29.1 Rights:

It is understood and agreed that the district has all the customary and usual rights, powers, functions and authority to discharge its obligations. Any of the rights, powers, or authority which the District had prior to the execution of this Agreement are retained except as those rights, powers, and functions or authority which are specifically abridged or modified by this Agreement or by any supplement to this Agreement arrived at through the process of collective bargaining.

ARTICLE XXX

DISCRIMINATION AND HARASSMENT COMPLAINT PROCEDURES

AP 3430

- 30.1** CSEA agrees that the District has the right to establish and to amend from time to time policies pertaining to and prohibiting unlawful discrimination and harassment. Procedures for investigating and processing discrimination and harassment complaints are negotiable.

Reference: Education Code sections 2.2.1, 66252, 66282.5;
Government Code sections 12900 – 12996;
Labor Code sections 1101, 11021;
California Code of Regulations, Title 5, Section 59320
42 U.S.C. sections 2000d, 2000e et.seq. (Title VI, VII)
42 U.S.C. section 2000h – 2 (Title IX)
Title 5, section 59320, et. seq.

30.2 Purpose:

College of the Sequoias is committed to providing an academic and work environment free of unlawful discrimination and harassment. This procedure defines unlawful discrimination and harassment, including sexual harassment, and sets forth a procedure for the investigation and resolution of complaints of discrimination and harassment by or against any staff or faculty member or student within the College.

30.3 Definition of Unlawful Discrimination and Harassment:

30.3.1 Definition

Unlawful discrimination and harassment is defined as discrimination or harassment on the basis of ethnic group identification, national origin, religion, age, sex (i.e. gender), marital status, race, creed, color, ancestry, sexual orientation, physical or mental disability, medical condition, genetic information, military service or the perception that a person has one or more of the foregoing characteristics.

30.4 Definition of Sexual Harassment:

30.4.1 Definition

Sexual harassment is defined as unwelcome acts of a sexual nature including sexual advances, requests for sexual favors and/or other verbal or physical conduct including written communications of an intimidating, hostile or offensive nature, or action taken in retaliation for the reporting of such behavior when:

30.4.1.1 Submission to such conduct, either explicitly or implicitly, is made a term or condition of an individual's employment, academic status or progress; or

30.4.1.2 Submission to or rejection of such conduct by an individual is used as the basis for employment, promotion, transfer, selection for training, performance or academic evaluation decisions; or

- 30.4.1.3 Such conduct has the purpose or effect of creating an intimidating, hostile or offensive working or educational environment or substantially interferes with an employee's work performance or a student's academic performance; or
- 30.4.1.4 Submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available through the College.

30.4.2 Kinds of Sexual Harassment

The definition of sexual harassment encompasses two kinds of sexual harassment.

- 30.4.2.1 "Quid pro quo" sexual harassment occurs when a person in a position of authority makes education or employment benefits conditional upon an individual's willingness to engage in or tolerate unwanted sexual conduct.
- 30.4.2.2 "*Hostile environment*" sexual harassment occurs when unwelcome conduct based on sex is sufficiently severe or pervasive so as to alter the conditions of an individual's learning or work environment, unreasonably interferes with an individual's academic or work performance, or creates an intimidating, hostile, or abusive learning or work environment. The victim must subjectively perceive the environment as hostile, and the harassment must be such that a reasonable person of the same gender would perceive the environment as hostile.

30.5 Examples of Sexual Harassment:

Sexual harassment can consist of virtually any form or combination of verbal, physical, visual or environmental conduct. It need not be explicit or even specifically directed at the victim. Sexually harassing conduct can occur between people of the same or different genders. The standard for determining whether conduct constitutes sexual harassment is whether a reasonable person of the same gender as the victim would perceive the conduct as harassment based on sex.

30.5.1 Verbal Sexual Harassment

Verbal sexual harassment may include, but is not limited to:

- a. Inappropriate or offensive remarks, slurs, jokes or innuendoes based on a person's protected status;
- b. Inappropriate comments regarding an individual's body, physical appearance, attire, sexual prowess, marital status or sexual orientation;
- c. Unwelcome flirting or propositions;
- d. Demands for sexual favors;
- e. Verbal abuse, threats or intimidation of a sexual nature;
- f. Sexist, patronizing or ridiculing statements that convey derogatory attitudes about a particular gender or sexual orientation.

30.5.2 Physical Sexual Harassment

Physical sexual harassment may include, but is not limited to:

- a. Inappropriate or offensive touching;
- b. Sexual assault, or coerced sexual intercourse or other sexual acts;
- c. Physical interference with free movement or blocking another person;
- d. Kissing, patting, fondling, lingering or intimate touches, grabbing, pinching, leering suggestively, unnecessarily brushing against another person;
- e. Sexual gestures;
- f. Acting in a provocative manner.

30.5.3 Visual or Written Sexual Harassment

Visual or written sexual harassment may include, but is not limited to:

- a. The display or circulation of offensive, sexually oriented or other discriminatory visual or written materials;
- b. Posters, cartoons, drawings, graffiti, or other reading materials of a sexual nature;
- c. Computer graphics or electronic media transmissions of a sexual nature.

30.5.4 Environmental Sexual Harassment

An academic or work environment that is permeated with sexually oriented talk, innuendo, insults or abuse not relevant to the subject matter of the class or activities on the job. A hostile environment can arise from an unwarranted focus on sexual topics or sexually suggestive statements in the classroom or work place. An environment may be hostile if unwelcome sexual behavior or other harassing behavior based on a protected status is directed specifically at an individual or if the individual merely witnesses unlawful harassment in his or her immediate surroundings.

The determination of whether an environment is hostile is based on the totality of the circumstances, including such factors as the frequency of the conduct, the severity of the conduct, whether the conduct is humiliating or physically threatening, and whether the conduct unreasonably interferes with an individual's learning or work.

30.5.5 Relationships

Romantic or sexual relationships between supervisors and employees, or between administrators, faculty or staff members and students are discouraged. There is an inherent imbalance of power and potential exploitation in such relationships. A conflict of interest may arise if the administrator, faculty or staff member must evaluate the student's or

employee's work or make decisions affecting the employee or student. The relationship may create an appearance of impropriety and lead to charges of favoritism by other students or employees. A consensual relationship may change, with the result that sexual conduct that was once welcome becomes unwelcome and harassing. By definition, sexual harassment is not within the course and scope of an individual's employment with the College.

30.6 Complaint Procedure for Investigation and Resolution of Claims of Harassment:

30.6.1 Informal Complaint Procedure

- 30.6.1.1 The College Complaint Officer as identified in Section 30.6.2.2 below shall undertake, where possible, to informally resolve charges of unlawful discrimination or harassment;
- 30.6.1.2 The College Complaint Officer shall first advise complainant of his/her rights and obligations under both the formal and informal complaint process. The College Complaint Officer further advise complainant of his/her right to file a formal complaint and explain the procedures for doing so.
- 30.6.1.3 The College Complaint Officer shall also notify complainant that s/he need not participate in an informal resolution of the complaint and may file a complaint with the Office of Civil Rights of the U.S. Department of Education, the Equal Employment Opportunity Commission or the Department of Fair Employment and Housing.
- 30.6.1.4 If the complainant declares his/her preference for the informal process, the College Complain Officer shall have complainant read, date, and sign a document containing the basic of complainant's allegations and describing the formal/informal procedure and indicating that complainant opted for the informal process.
- 30.6.1.5 The College Complaint Officer shall assure the complainant that s/he will not be required to confront or work out problems with the person accused of unlawful discrimination or harassment.
- 30.6.1.6 In attempting to resolve the complaint through informal means, the College Complaint Officer shall not conduct any investigation unless the College Complaint Officer determines that an investigation is necessary due to the seriousness of the charges.
- 30.6.1.7 Effort at informal resolution may continue after the filing of a formal written complaint.

30.6.2 Filing a Complaint

30.6.2.1 Complaint Form

A complaint may be filed directly with the Chancellor's Office using the Chancellor's Office complaint form (Appendix L). Where a complaint is initially filed with the Chancellor's Office, Title 5 §59329 requires the Chancellor to immediately forward a copy of the complaint to the College for investigation and response.

30.6.2.2 College Complaint Officer

The College will designate an administrator of each gender to act as the College Complaint Officer. Each College Complaint Officer shall be given training, which is current in the proper methods of receiving, investigating, and processing complaints of unlawful discrimination and harassment. The Complaint Officer is charged with receiving complaints of sexual or other forms of prohibited discrimination or harassment, and coordinating the investigation. The accused shall have the right to select which College Complaint Officer oversees the investigation; however, if the complainant prefers the other College Complaint Officer, the two Officers will coordinate with one another on the investigation.

The Complaint Officer may assign the actual investigation to other staff or to an outside person or organization under contract with the College after written notice has been given to the accused and CSEA. An outside investigating organization shall be utilized whenever the Complaint Officer is named in the complaint or implicated by the allegations of the complaint.

30.6.2.3 Written Complaint

A student, staff or faculty member who believes he or she has a non-employment based complaint of unlawful discrimination or harassment must make a written or oral complaint to the College Complaint Officer within one year of the date of the alleged discrimination or harassment, or within one year from the date on which the complainant knew or should have known of the facts underlying the complaint.

A student, staff or faculty member who believes he or she has an employment-based complaint of unlawful discrimination or harassment must make a written or oral complaint to the College Complaint Officer within 180 days of the date of the alleged discrimination or harassment, or within 90 days following the expiration of the 180-day period if the complainant first obtained knowledge of the alleged violation after the expiration of the 180 days.

If the complainant fails or refuses to file a written complaint, the College Complaint Officer shall ask the complainant for permission to tape record his/her statement and if permission is not granted, the College Complaint Officer shall make a written record of the complainant's statement and shall give the complainant an opportunity to sign the statement. Any written record of the complainant's statement shall be in the form of a report and shall be free of subjective interpretation. All complainants must be made aware that failure to reduce a complaint to writing may be a factor when determining his/her credibility or the severity of his/her complaint in an administrative or judicial hearing. The College shall have no obligation to notify the Chancellor's Office of complaints that have not been placed in writing and signed by the complainant.

Any College employee who receives a harassment complaint shall notify the College Complaint Officer immediately.

30.6.3 Notice to Accused

The College Complaint Officer will give prompt notice to the person accused of harassment regarding the identity of the complainant, the date, time and place of the alleged incident of harassment, and the nature of the alleged misconduct.

30.6.4 Investigation Process

30.6.4.1 Witness Interviews

The College Complaint Officer shall authorize the investigation of the complaint, and supervise and/or conduct a thorough, prompt and impartial investigation of the complaint.

Prior to commencing any investigation and before interviewing the accused, the Complaint Officer shall notify an accused employee by telephone that a harassment complaint has been lodged against him/her and that s/he is entitled to union representation at any and all meetings with the Complaint Officer or designee, and without divulging names and/or the specifics of the matters in issue, the Complaint Officer shall also immediately notify the President or designee of the employee's union by telephone to alert the union that the employee may need assistance with regard to a harassment complaint. Within one (1) working day of notice to the accused employee and his/her respective union, or as soon thereafter as possible, the Complaint Officer shall re-contact the accused employee to set a date and time to meet with the accused employee. The College Complaint Officer shall meet with the accused before

interviewing any witnesses. At this meeting, the accused shall have the right of Union representation as provided in this section.

The investigation will include interviews with the complainant, persons who may have relevant knowledge concerning the complaint and the accused harasser. The accused and the complainant may recommend witnesses to be interviewed. The process may include interviews with victims of similar conduct.

30.6.4.2 Analysis of Information Gathered

The Complaint Officer will review the factual information gathered through the investigation to determine whether the alleged conduct constitutes harassment giving consideration to all factual information and the totality of the circumstances, including the nature of the conduct and the context in which the alleged incidents occurred.

30.6.4.3 Written Report

The Complaint Officer will prepare a written report that sets forth the results of the investigation. The written report shall include a description of the circumstances giving rise to the complaint, a summary of the testimony of each witness, an analysis of any relevant data or other evidence collected during the investigation, a specific finding as to whether harassment did or did not occur with response to each allegation in the complaint, and any other appropriate information.

30.6.4.4 Notice to Complainant and Accused

Within ninety (90) days from the date the College received the written complaint or reduced the complainant's verbal allegations to writing, the Complaint Officer will provide the complainant and the accused with a summary statement of the findings. The summary statement will also include the determination of the Complaint Officer as to whether harassment did or did not occur with respect to the allegations in the complaint, the proposed resolution to the complaint, a statement regarding action taken, if any, and notice of the complainant's right to appeal to the College's Board of Trustees and the State Chancellor's Office.

30.6.5 Appeal Process

30.6.5.1 Board of Trustees

If the complainant is not satisfied with the result of the Complaint Officer's determination, s/he may within fifteen days, submit a written appeal to the Board of Trustees.

The Board of Trustees shall review the original complaint, the investigative report, the Complaint Officer's decision and the appeal documents. The Board shall issue a written decision within forty-five (45) days after receiving the written appeal. A copy of the decision rendered by the Board shall be forwarded to the complainant and to the State Chancellor's Office. The decision shall also include notice to the complainant of the right to appeal.

30.6.5.2 Notice to the Chancellor's Office

Within 150 days of receiving a written complaint, the College shall forward to the State Chancellor's Office the complaint, investigative report, notice to the complainant and accused of the final decision of the Complaint Officer, the decision of the Board of Trustees or the date upon which the decision of the Complaint Officer became final, and a copy of the notice to the complainant of his or her appeal rights. If, due to circumstances beyond its control, the College is unable to comply with the 150-day deadline for submission of materials, the College may file a written request with the Chancellor's Office, within ten (10) days of the deadline, for an extension of time to submit the documents. As set forth in Section 30.5.1.2, the College has no obligation to notify the Chancellor's Office of complaints that have not been placed in writing and signed by the complainant.

30.6.5.3 Appeal to State Chancellor's Office

The complainant may file a written appeal with the State Chancellor's Office within thirty (30) days of the Board of Trustee's decision or the date the Complaint Officer's decision is deemed approved. The appeal to the Chancellor's Office shall be processed pursuant to the provisions of the California Code of Regulations, Title 5, Section 59350.

30.6.6 Remedial Action

30.6.6.1 Conclusions

If the College concludes that the charge of harassment is meritorious, it will provide timely notification to the accused of any corrective action proposed by the College.

30.6.6.2 Discipline

If harassment occurred, the College shall take disciplinary and/or remedial action against the harasser. The action will be prompt and commensurate with the severity of the offense. If discipline is imposed, the nature of the disciplinary action will not be communicated to the complainant.

Disciplinary actions against faculty, staff and students will conform to all relevant statutes, regulations, personnel policies and procedures, including the provisions of any applicable collective bargaining agreement.

30.6.6.3 Right to Grieve

A classified employee accused of harassment who is subject to disciplinary action as a result of the complaint shall have the right to proceed to arbitration only after s/he has attempted a settlement at the mediation level. Prior to selecting an arbitrator, the parties agree to use the State Mediation and Conciliation Service to mediate the dispute. The mediation will be conducted as confidential settlement negotiations such that if the parties fail to reach agreement none of the information or proposals exchanged in the mediation may be used in any subsequent arbitration hearing. If mediation fails to generate a settlement, the parties agree to request a list of arbitrators from the State Mediation and Conciliation Service and to select an arbitrator using a “strike off” process.

30.6.6.4 Confidentiality and Prohibition of Retaliation

The College shall take reasonable steps to ensure the confidentiality of the investigation and to protect the privacy of all parties. The College shall also take reasonable steps to protect the complainant from further harassment and to protect the complainant from retaliation as a result of filing the complaint. The College shall take reasonable actions to ensure that neither the accused person nor the accuser, nor his/her representative, shall engage in any retaliation or intimidation toward each other or the witnesses. The College shall make every effort and take all necessary steps in order to protect personnel from the consequences of false accusations relating to sexual harassment.

30.6.7 Dissemination of Policy and Procedures

The College’s policy and procedures related to harassment will be provided to all students, faculty members, administration and staff, and will be posted in each department office on campus.

At the time of initial hire, employees will be supplied with a copy of the current harassment policy and harassment complaint procedure of the District; and they will sign a statement (Appendix K) acknowledging that they have received the policy and procedures. The signed statement will be placed in the employee’s personnel file. In addition, the most current policy and procedures will be incorporated into the College’s General Catalog and orientation materials for new students.

30.6.8 Training

Training of faculty and staff should be conducted annually emphasizing the prohibition of harassment in the classroom and work environment and should include a review of the Board Policy 3430, Prohibition of Unlawful Discrimination and Harassment and the Discrimination and Harassment Complaint Procedures as outlined in Article XXX.

ARTICLE XXXI

DURATION

31.1 Term of Agreement:

This Agreement shall be effective July 1, 2017 through June 30, 2020.

31.2 Re-opener Provisions:

Each party shall have the option to re-open salary, benefits and up to two (2) articles during the spring semesters of 2018 and 2019. Each party shall sunshine openers on or before March 1 of the appropriate year.

31.3 Continuation of Agreement:

If the District and CSEA have not executed a successor to this Agreement by its expiration on June 30, 2017 this Agreement shall remain in full force and effect until a successor Agreement is negotiated.

Signed: August 21, 2017

For the District: *Signatures on file*

For CSEA: *Signatures on file*

Stan Carrizosa
Superintendent/President

Steve LaMar
CSEA President

Brent Calvin
Vice-President, Student Services

Scott Brogdon
CSEA Negotiating Chair

John Bratsch
Dean, Human Resources/Legal Affairs

Regina Trevino
CSEA Member

Brent Davis
Associate Academic Dean

Heather Zantos
CSEA Member

Marcy Parks
CSEA Member

Charles Slaght
CSEA Member

Joanne Barkhurst
CSEA Member

Sandy Williams
CSEA Member

APPENDIX A

BARGAINING UNIT CLASSIFICATIONS

The bargaining unit for which this Agreement is effective consists of the following classifications and any additional classifications that may be added by the District during the life of this Agreement. The classifications are the result of the classification study, recommendations of the Oversight Committee, and modifications made during negotiations.

	Range No.
Access Specialist/High Tech Center	43
Accompanist	27
Account Clerk	22
Accounting Assistant	25
Accounting Coordinator	36
Accounting Technician	32
Activity Lead (SURGE/MESA; LISTO)	46
Administrative Assistant	29
Administrative Assistant – Scheduling Coordinator	34
Administrative Technician	30
Admissions & Records Technician	24
Admissions and Records Coordinator	36
Admissions and Records Lead Coordinator	41
Admissions and Records Specialist	27
Admissions and Records Specialist, Senior	29
Advising Specialist – YESS	32
Agriculture Instructional Unit – Lab Specialist	28
Articulation/Assessment Coordinator	53
Assessment Specialist	32
Assistant Athletic Trainer	32
Audio–Visual Materials Specialist	25
Banner Documentation Specialist	40
Banner Implementation Assistant	24
Bookstore Merchandise Buyer	23
Bookstore Operations Coordinator	33
Bookstore Shipping/Receiving Clerk	23
Bookstore Textbook Buyer	29

CalWorks Coordinator	36
Carpenter	33
Case Manager, Job Developer	32
Center Office Assistant, Hanford	22
Center Operations Coordinator	30
Child Care Coordinator, CARE	32
Clerical Assistant	22
College Accountant	41
Computer Resource Specialist	37
Counseling Assistant	25
Counseling Technician	32
Counseling Technician, Veterans	32
Center Student Services Specialist	28
Custodian	21
Data Specialist	27
Database Administrator	53
District Police Officer (Post Certified)	35
District Police Sergeant (Post Certified)	37
Access & Ability, Support Services Coordinator	32
ECE Specialist	27
ECE Specialist, Assistant Director	32
EOPS/CARE Program Specialist	29
EOP&S Specialist	29
Evaluations Specialist	36
Extended Police Academy Coordinator	45
Facilities Technician	29
Farm Specialist	24
Financial Aid Resource Specialist	32
Financial Aid Specialist	31
Financial Aid Supervisor	41
Financial Aid Technician Specialist	36
First Year Experience Program Specialist	29
Food Service Assistant	12
Foundation Specialist	27
Grant Office Assistant	24
Grant Program Specialist	29
Grant Secretary – Upward Bound MESA	26
Graphic Artist	39
Grill Fry Cook/Food Service Assistant	12

Grill/Fry Cook	12
Grounds Maintenance Worker I	22
Grounds Maintenance Worker II	24
HVAC Technician	35
Instructional Assistant—CDC	22
Instructional Assistant—Lab Setting	24
Instructional Assistant—Lead Interpreter	28
Instructional Assistant – Test Proctor	24
Instructional Computer Technician	35
Instructional Division Secretary	26
Instructional Specialist, Senior	32
Instructional Specialist—Computer Lab	30
Kitchen Specialist, CDC	22
Lab Technician	32
Lead Custodian	29
Lead, Theatre Technician	37
Library Assistant	20
Library Specialist	26
Library Technician	24
Maintenance Electrician	35
Maintenance Leadperson	38
Maintenance Worker	33
Matriculation/International Student Coordinator	32
Mechanic	33
Media Service Technician	36
Media Services Coordinator	41
Microcomputer Specialist	35
Microcomputer Technician	32
Microcomputer Technician—Computer Lab	30
Network Analyst	43
Outreach, Career & Transfer	41
Painter	33
Payroll Specialist	32
Payroll Technician	33
Placement/Job Developer	32
Plumber	33
Police Academies Coordinator	47
Printer/Bindery Operator	33
Program Coordinator—Community Services	39

Program Outreach Assistant	22
Program Specialist, Financial Aid Outreach	26
Programmer Analyst	46
PTA Senior Secretary	26
Reading/Foreign Language Lab Assistant	26
Registered Nurse	41
Registration Coordinator	36
School Relations Liaison	32
Senior Clerical Assistant	24
Senior Custodian	23
Senior Instructional Assistant	27
Senior Instructional Specialist/Lead Coordinator	41
Senior Library Assistant	24
Senior Programmer Analyst	50
Senior Secretary	26
Senior Service Specialist – EOPS; TRIO	32
Single Parent Coordinator	32
Student Activities Coordinator	39
Support Services Clerk	24
Support Services Specialist	30
System Administrator	53
Telecommunications Technician	35
Theatre Technician	35
Transfer, Career and Placement Center Coordinator	41
Tutor	20
Tutorial Center Coordinator	32
TV Studio Technician	36
Veterans Specialist	27
Warehouse Worker	25
Webmaster	53
Workability III/Job Developer	32

BENEFITS AND EVIDENCE OF COVERAGE

Vision Care

VISION BENEFITS

SCHEDULE OF ALLOWANCES	FEES
Single vision lenses (glass or plastic)	\$100.00
Bifocal lenses (glass or plastic)	\$145.00
Trifocal lenses (glass or plastic) (verilux lens)	\$155.00
7.25 diopter or more high-powered lenses	\$15.00
Aphakiamonofocal – plastic/aspheric	\$125.00
Aphakiamultifocal – plastic/aspheric	\$200.00
Lenticular (myodisc) monofocal	\$125.00
Lenticular (myodisc) multifocal	\$200.00
Prism 1 ½ to 4 diopters	\$14.00
Prism 4 ½ to 7 diopters	\$40.00
Prism 8 to 10 diopters	\$40.00
Slab off prism	\$75.00
Frame	\$130.00
Contact lenses (hard) — medically necessary	\$200.00
Contact lenses (soft) — medically necessary	\$250.00
Contact lenses (hard/soft) — convenience or cosmetic	\$120.00

Dental Benefits

Self-funded through College of the Sequoias. Administration through Foundation for Medical Care of Kings and Tulare Counties. Allowances up to a maximum of \$1,800 per person each calendar year for expenses incurred for the services and supplies provided by a licensed dentist. See limits in COS Summary of Benefits book.

**SCHEDULE OF INSURANCE
EMPLOYEE LIFE INSURANCE
PLUS
ACCIDENTAL DEATH AND DISMEMBERMENT**

In the event of the death of an employee from any cause whatsoever, benefits in accordance with the Schedule of Insurance are payable to the beneficiary named by the employee. Certain limitations for Accidental Death and Dismemberment are outlined in the Description of Benefits.

Life Insurance plus	Accidental Death and Dismemberment
\$100,000	\$100,000
<p>Insurance terminates when employee retires or leaves the District or at age 70 if still employed. However, if the District's insurance provider allows it, employees 70 or over will still be eligible for life insurance.</p> <p>Premium paid entirely by the District</p>	

EMPLOYEE PARKING

Parking Permits:

The District shall issue each employee covered by this Agreement one (1) parking permit free of charge.

CLASSIFIED RETIREE WAIVER INSURANCE COVERAGE AGREEMENT

COLLEGE OF THE SEQUOIAS CLASSIFIED RETIREE WAIVER INSURANCE COVERAGE AGREEMENT	Name of Retiree _____ Spouse's Name _____
	Address _____
	City, State, Zip Code _____
	Social Security Number _____
Years of District Service _____ Date of Hire _____ Date of Retirement _____	

This Agreement is made and entered into effective _____, _____
 by and between the College of the Sequoias Community College District ("District") and
 _____, a Retiree of District ("Retiree").

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Cash Option
 Retiree requests and the District agrees to provide Retiree with Retiree's allowable health insurance contribution in the form of cash payments in accordance with Appendix K of the CSEA Master Agreement per year subject to the limits and conditions specified in the applicable collective bargaining agreement and this Agreement.
2. Waiver of District Insurance Coverage
 Retiree agrees that, as a result of Retiree's election to receive Retiree's contribution in cash, District shall be forever relieved of its obligation to make any contribution to any insurance carrier for the provision of health insurance coverage for Retiree.
3. Health Insurance Coverage and Indemnity
 Retiree and District agree that Retiree shall be solely responsible for taking all steps necessary to obtain appropriate health insurance coverage for Retiree and Retiree's dependents, and Retiree shall be solely responsible for Retiree's health insurance costs.
4. Irrevocable Election
 Retiree acknowledges that Retiree's election to receive Retiree's health insurance contribution in cash is a permanent and irrevocable decision.
5. Representations
 Retiree agrees that the faculty information set forth in the upper right hand corner of this Agreement is true and accurate.
6. Voluntary Agreement
 Retiree acknowledges that Retiree has had the opportunity to obtain appropriate counseling regarding the ramifications of this decision and Retiree acknowledges that this decision is made freely, voluntarily, and with complete understanding of its consequences.

COLLEGE OF THE SEQUOIAS COMMUNITY COLLEGE DISTRICT	
Dated: _____	By: _____ COS District Representative
Dated: _____	By: _____ Retiree

*Note: The Retiree Waiver form is available in the Payroll Department.

APPENDIX F

Classified Monthly 2017-2018

Monthly amounts show in whole dollar amounts and are NOT exact.

PERS - Employee Paid

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
AA—1	1,622	1,664	1,706	1,749	1,796	1,841	1,886	1,929	1,981	2,031	2,082	2,135	2,189	2,241	2,302	2,354	2,416	2,475	2,536
A-2	1,704	1,749	1,796	1,839	1,884	1,927	1,979	2,028	2,080	2,132	2,187	2,239	2,295	2,352	2,416	2,475	2,536	2,598	2,659
B-3	1,794	1,839	1,884	1,926	1,974	2,026	2,078	2,129	2,186	2,238	2,293	2,350	2,415	2,473	2,536	2,598	2,659	2,727	2,798
C-4	1,882	1,926	1,974	2,025	2,073	2,127	2,184	2,236	2,291	2,349	2,408	2,468	2,534	2,597	2,659	2,727	2,798	2,863	2,935
D-5	1,973	2,025	2,073	2,125	2,181	2,234	2,290	2,343	2,406	2,467	2,531	2,595	2,655	2,723	2,798	2,863	2,935	3,007	3,082
E-6	2,071	2,125	2,181	2,231	2,288	2,342	2,404	2,463	2,529	2,591	2,652	2,721	2,794	2,862	2,935	3,007	3,082	3,155	3,229
F-7	2,179	2,231	2,288	2,340	2,402	2,458	2,524	2,590	2,650	2,718	2,787	2,860	2,933	3,004	3,082	3,155	3,229	3,316	3,394
G-8	2,286	2,340	2,402	2,456	2,522	2,584	2,649	2,714	2,785	2,857	2,922	3,000	3,078	3,153	3,229	3,316	3,394	3,482	3,567

	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38
AA—1	2,600	2,662	2,730	2,801	2,869	2,941	3,013	3,091	3,169	3,243	3,325	3,408	3,496	3,583	3,671	3,765	3,857	3,950	4,051
A-2	2,730	2,799	2,867	2,941	3,011	3,089	3,165	3,243	3,323	3,404	3,491	3,581	3,671	3,765	3,853	3,949	4,049	4,150	4,254
B-3	2,867	2,940	3,009	3,089	3,163	3,240	3,321	3,404	3,489	3,579	3,666	3,761	3,853	3,949	4,046	4,146	4,252	4,356	4,467
C-4	3,009	3,087	3,160	3,240	3,319	3,403	3,487	3,579	3,664	3,756	3,848	3,945	4,046	4,146	4,248	4,354	4,465	4,573	4,687
D-5	3,160	3,238	3,318	3,403	3,486	3,576	3,663	3,756	3,846	3,943	4,042	4,141	4,248	4,354	4,460	4,571	4,683	4,800	4,919
E-6	3,318	3,401	3,484	3,576	3,661	3,751	3,845	3,943	4,039	4,137	4,240	4,352	4,460	4,571	4,682	4,798	4,916	5,041	5,165
F-7	3,484	3,572	3,657	3,751	3,843	3,940	4,032	4,137	4,236	4,349	4,456	4,569	4,682	4,798	4,912	5,039	5,162	5,294	5,425
G-8	3,657	3,747	3,838	3,940	4,030	4,132	4,235	4,349	4,451	4,567	4,678	4,796	4,912	5,039	5,160	5,290	5,420	5,555	5,696

	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55
AA—1	4,155	4,255	4,359	4,470	4,579	4,694	4,810	4,930	5,054	5,179	5,309	5,443	5,580	5,718	5,864	6,008	6,159
A-2	4,358	4,469	4,576	4,694	4,808	4,924	5,051	5,177	5,307	5,439	5,576	5,715	5,859	6,006	6,157	6,304	6,465
B-3	4,574	4,690	4,805	4,924	5,047	5,172	5,304	5,437	5,574	5,710	5,857	5,999	6,150	6,302	6,462	6,623	6,786
C-4	4,803	4,921	5,044	5,172	5,302	5,432	5,569	5,706	5,850	5,994	6,148	6,297	6,457	6,621	6,784	6,952	7,129
D-5	5,042	5,171	5,297	5,432	5,567	5,701	5,847	5,992	6,146	6,294	6,455	6,618	6,781	6,949	7,127	7,301	7,481
E-6	5,295	5,429	5,559	5,701	5,843	5,989	6,143	6,292	6,453	6,614	6,779	6,945	7,121	7,297	7,478	7,665	7,859
F-7	5,557	5,697	5,836	5,989	6,139	6,285	6,450	6,609	6,777	6,940	7,117	7,290	7,472	7,661	7,854	8,046	8,252
G-8	5,834	5,985	6,127	6,285	6,445	6,599	6,772	6,937	7,114	7,287	7,471	7,656	7,849	8,043	8,247	8,450	8,660

Longevity	
After 10 years of service	\$66.96 a month
After 13 years of service	\$147.30 a month
After 16 years of service	\$241.05 a month
After 19 years of service	\$348.18 a month
After 25 years of service	\$468.69 a month
After 30 years of service	\$535.66 a month
After 35 years of service	\$626.71 a month

APPENDIX G

Classified Annual 2017-2018

Annual amounts show in whole dollar amounts and are NOT exact.

PERS - Employee Paid

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
AA-1	19,464	19,968	20,472	20,988	21,552	22,092	22,632	23,148	23,772	24,372	24,984	25,620	26,268	26,892	27,624	28,248	28,992	29,700	30,432
A-2	20,448	20,988	21,552	22,068	22,608	23,124	23,748	24,336	24,960	25,584	26,244	26,868	27,540	28,224	28,992	29,700	30,432	31,176	31,908
B-3	21,528	22,068	22,608	23,112	23,688	24,312	24,936	25,548	26,232	26,856	27,516	28,200	28,980	29,676	30,432	31,176	31,908	32,724	33,576
C-4	22,584	23,112	23,688	24,300	24,876	25,524	26,208	26,832	27,492	28,188	28,896	29,616	30,408	31,164	31,908	32,724	33,576	34,356	35,220
D-5	23,676	24,300	24,876	25,500	26,172	26,808	27,480	28,116	28,872	29,604	30,372	31,140	31,860	32,676	33,576	34,356	35,220	36,084	36,984
E-6	24,852	25,500	26,172	26,772	27,456	28,104	28,848	29,556	30,348	31,092	31,824	32,652	33,528	34,344	35,220	36,084	36,984	37,860	38,748
F-7	26,148	26,772	27,456	28,080	28,824	29,496	30,288	31,080	31,800	32,616	33,444	34,320	35,196	36,048	36,984	37,860	38,748	39,792	40,728
G-8	27,432	28,080	28,824	29,472	30,264	31,008	31,788	32,568	33,420	34,284	35,064	36,000	36,936	37,836	38,748	39,792	40,728	41,784	42,804

	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38
AA-1	31,200	31,944	32,760	33,612	34,428	35,292	36,156	37,092	38,028	38,916	39,900	40,896	41,952	42,996	44,052	45,180	46,284	47,400	48,612
A-2	32,760	33,588	34,404	35,292	36,132	37,068	37,980	38,916	39,876	40,848	41,892	42,972	44,052	45,180	46,236	47,388	48,588	49,800	51,048
B-3	34,404	35,280	36,108	37,068	37,956	38,880	39,852	40,848	41,868	42,948	43,992	45,132	46,236	47,388	48,552	49,752	51,024	52,272	53,604
C-4	36,108	37,044	37,920	38,880	39,828	40,836	41,844	42,948	43,968	45,072	46,176	47,340	48,552	49,752	50,976	52,248	53,580	54,876	56,244
D-5	37,920	38,856	39,816	40,836	41,832	42,912	43,956	45,072	46,152	47,316	48,504	49,692	50,976	52,248	53,520	54,852	56,196	57,600	59,028
E-6	39,816	40,812	41,808	42,912	43,932	45,012	46,140	47,316	48,468	49,644	50,880	52,224	53,520	54,852	56,184	57,576	58,992	60,492	61,980
F-7	41,808	42,864	43,884	45,012	46,116	47,280	48,384	49,644	50,832	52,188	53,472	54,828	56,184	57,576	58,944	60,468	61,944	63,528	65,100
G-8	43,884	44,964	46,056	47,280	48,360	49,584	50,820	52,188	53,412	54,804	56,136	57,552	58,944	60,468	61,920	63,480	65,040	66,660	68,352

	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55
AA-1	49,860	51,060	52,308	53,640	54,948	56,328	57,720	59,160	60,648	62,148	63,708	65,316	66,960	68,616	70,368	72,096	73,908
A-2	52,296	53,628	54,912	56,328	57,696	59,088	60,612	62,124	63,684	65,268	66,912	68,580	70,308	72,072	73,884	75,648	77,580
B-3	54,888	56,280	57,660	59,088	60,564	62,064	63,648	65,244	66,888	68,520	70,284	71,988	73,800	75,624	77,544	79,476	81,432
C-4	57,636	59,052	60,528	62,064	63,624	65,184	66,828	68,472	70,200	71,928	73,776	75,564	77,484	79,452	81,408	83,424	85,548
D-5	60,504	62,052	63,564	65,184	66,804	68,412	70,164	71,904	73,752	75,528	77,460	79,416	81,372	83,388	85,524	87,612	89,772
E-6	63,540	65,148	66,708	68,412	70,116	71,868	73,716	75,504	77,436	79,368	81,348	83,340	85,452	87,564	89,736	91,980	94,308
F-7	66,684	68,364	70,032	71,868	73,668	75,420	77,400	79,308	81,324	83,280	85,404	87,480	89,664	91,932	94,248	96,552	99,024
G-8	70,008	71,820	73,524	75,420	77,340	79,188	81,264	83,244	85,368	87,444	89,652	91,872	94,188	96,516	98,964	101,400	103,920

Longevity	
After 10 years of service	\$66.96 a month
After 13 years of service	\$147.30 a month
After 16 years of service	\$241.05 a month
After 19 years of service	\$348.18 a month
After 25 years of service	\$468.69 a month
After 30 years of service	\$535.66 a month
After 35 years of service	\$626.71 a month

APPENDIX H

Classified Salary Schedule 2017-2018A

PERS - Employee Paid

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
AA-1	9.36	9.60	9.84	10.09	10.36	10.62	10.88	11.13	11.43	11.72	12.01	12.32	12.63	12.93	13.28	13.58	13.94	14.28	14.63
A-2	9.83	10.09	10.36	10.61	10.87	11.12	11.42	11.70	12.00	12.30	12.62	12.92	13.24	13.57	13.94	14.28	14.63	14.99	15.34
B-3	10.35	10.61	10.87	11.11	11.39	11.69	11.99	12.28	12.61	12.91	13.23	13.56	13.93	14.27	14.63	14.99	15.34	15.73	16.14
C-4	10.86	11.11	11.39	11.68	11.96	12.27	12.60	12.90	13.22	13.55	13.89	14.24	14.62	14.98	15.34	15.73	16.14	16.52	16.93
D-5	11.38	11.68	11.96	12.26	12.58	12.89	13.21	13.52	13.88	14.23	14.60	14.97	15.32	15.71	16.14	16.52	16.93	17.35	17.78
E-6	11.95	12.26	12.58	12.87	13.20	13.51	13.87	14.21	14.59	14.95	15.30	15.70	16.12	16.51	16.93	17.35	17.78	18.20	18.63
F-7	12.57	12.87	13.20	13.50	13.86	14.18	14.56	14.94	15.29	15.68	16.08	16.50	16.92	17.33	17.78	18.20	18.63	19.13	19.58
G-8	13.19	13.50	13.86	14.17	14.55	14.91	15.28	15.66	16.07	16.48	16.86	17.31	17.76	18.19	18.63	19.13	19.58	20.09	20.58

	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38
AA-1	15.00	15.36	15.75	16.16	16.55	16.97	17.38	17.83	18.28	18.71	19.18	19.66	20.17	20.67	21.18	21.72	22.25	22.79	23.37
A-2	15.75	16.15	16.54	16.97	17.37	17.82	18.26	18.71	19.17	19.64	20.14	20.66	21.18	21.72	22.23	22.78	23.36	23.94	24.54
B-3	16.54	16.96	17.36	17.82	18.25	18.69	19.16	19.64	20.13	20.65	21.15	21.70	22.23	22.78	23.34	23.92	24.53	25.13	25.77
C-4	17.36	17.81	18.23	18.69	19.15	19.63	20.12	20.65	21.14	21.67	22.20	22.76	23.34	23.92	24.51	25.12	25.76	26.38	27.04
D-5	18.23	18.68	19.14	19.63	20.11	20.63	21.13	21.67	22.19	22.75	23.32	23.89	24.51	25.12	25.73	26.37	27.02	27.69	28.38
E-6	19.14	19.62	20.10	20.63	21.12	21.64	22.18	22.75	23.30	23.87	24.46	25.11	25.73	26.37	27.01	27.68	28.36	29.08	29.80
F-7	20.10	20.61	21.10	21.64	22.17	22.73	23.26	23.87	24.44	25.09	25.71	26.36	27.01	27.68	28.34	29.07	29.78	30.54	31.30
G-8	21.10	21.62	22.14	22.73	23.25	23.84	24.43	25.09	25.68	26.35	26.99	27.67	28.34	29.07	29.77	30.52	31.27	32.05	32.86

	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55
AA-1	23.97	24.55	25.15	25.79	26.42	27.08	27.75	28.44	29.16	29.88	30.63	31.40	32.19	32.99	33.83	34.66	35.53
A-2	25.14	25.78	26.40	27.08	27.74	28.41	29.14	29.87	30.62	31.38	32.17	32.97	33.80	34.65	35.52	36.37	37.30
B-3	26.39	27.06	27.72	28.41	29.12	29.84	30.60	31.37	32.16	32.94	33.79	34.61	35.48	36.36	37.28	38.21	39.15
C-4	27.71	28.39	29.10	29.84	30.59	31.34	32.13	32.92	33.75	34.58	35.47	36.33	37.25	38.20	39.14	40.11	41.13
D-5	29.09	29.83	30.56	31.34	32.12	32.89	33.73	34.57	35.46	36.31	37.24	38.18	39.12	40.09	41.12	42.12	43.16
E-6	30.55	31.32	32.07	32.89	33.71	34.55	35.44	36.30	37.23	38.16	39.11	40.07	41.08	42.10	43.14	44.22	45.34
F-7	32.06	32.87	33.67	34.55	35.42	36.26	37.21	38.13	39.10	40.04	41.06	42.06	43.11	44.20	45.31	46.42	47.61
G-8	33.66	34.53	35.35	36.26	37.18	38.07	39.07	40.02	41.04	42.04	43.10	44.17	45.28	46.40	47.58	48.75	49.96

Longevity
After 10 years of service \$66.96 a month
After 13 years of service \$147.30 a month
After 16 years of service \$241.05 a month
After 19 years of service \$348.18 a month
After 25 years of service \$468.69 a month
After 30 years of service \$535.66 a month
After 35 years of service \$626.71 a month

CLASSIFIED PERFORMANCE EVALUATION

COLLEGE OF THE SEQUOIAS

Classified Performance Evaluation Report and Objective Plan

Employee Name:				Classification/Position:	
Anniversary Month:	<input type="checkbox"/> January	<input type="checkbox"/> July	Probationary		<input type="checkbox"/> Yes <input type="checkbox"/> No
Department:				Supervisor's Name:	
Date of last appraisal:				Date sent to supervisor	
Evaluation Reminder	<input type="checkbox"/> 1 st	<input checked="" type="checkbox"/> 2 nd	<input type="checkbox"/> 3 rd	Due date of this appraisal	

- | | |
|--|--|
| 1. Performance deficient and requires immediate improvement | 4. Performance frequently exceeds expected standards |
| 2. Improvement needed for performance to meet expected standards | 5. Performance consistently exceeds expected standards |
| 3. Performance meets expected standards | |

1	2	3	4	5	PERFORMANCE FACTORS	COMMENTS ARE REQUIRED FOR EACH PERFORMANCE FACTOR. Attach additional sheets if necessary. Ratings of 1 or 2 must be addressed on the reverse side in "Performance Objectives".
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1. QUALITY OF WORK: Consider extent to which completed work is accurate, well organized, thorough, effective.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2. QUANTITY OF WORK: Consider the amount and timeliness of acceptable work produced.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3. WORKING RELATIONSHIPS: Consider extent to which the employee recognizes the needs and desires of other people, treats others with respect and courtesy. a. students b. co-workers c. the public d. supervisors	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4. WORKING ATTITUDES: Consider extent to which the employee learns and applies new ideas and technology, demonstrates interest and initiative and accepts job responsibilities.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5. ORGANIZATIONAL AND TEAM RELATIONSHIPS: Consider extent to which employee: a. accepts constructive criticism and feedback; b. keeps supervisor and co-workers advised of problems, ideas or decisions; c. provides information and assistance to others.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6. WORK HABITS: Consider how the employee: a. effectively organizes work. b. uses good judgment in analyzing work situations. c. follows policies and procedures. d. uses safe work procedures. e. uses and cares for equipment and materials. f. dresses appropriately for position, maintains neat and clean appearance.	

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	7. ATTENDANCE: Consider unexcused absences; excessive absences (i.e., consistent use of credits as soon as they are earned); absences without sufficient notice; tardiness and pattern absences.
--------------------------	--------------------------	--------------------------	--------------------------	--------------------------	---

PERFORMANCE OBJECTIVE Plan FOR NEXT REVIEW PERIOD

Performance objectives and plans for achieving objectives should be based on discussion of performance appraisal and supervisor's expectations for the next review period.

PERFORMANCE OBJECTIVES -- Goals for further improvements in job performance during the next evaluation period in order to meet or exceed standards for employee's present job or to develop employee skills:	PLANS FOR ACHIEVING OBJECTIVES -- Specific methods by which the employee can work toward accomplishing his/her performance objectives:

I have participated in a discussion of this evaluation:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
I wish to discuss this with the Second Level Supervisor:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Employee's Signature*: →	Date:→	

*It is understood that in signing the Performance Evaluation Report and Objective Plan, the evaluatee acknowledges having seen and discussed the report. The evaluatee's signature does not necessarily imply agreement with the conclusions of the supervisor.



Supervisor's Signature: →	Date:→	
Location of discussion with employee: →	Date:→	
Second Level Supervisor's Signature: →	Date:→	
Human Resource Signature: →	Date:→	

*Please return the completed evaluation with signatures to the HR Office.
Copy will be sent to the Employee*

RETIREE MEDICARE AMOUNTS
District Contribution by Year
July 1

YEAR			AMOUNT
2014	–	2015	\$ 3,536
2015	–	2016	\$ 3,606
2016	–	2017	\$ 3,678
2017	–	2018	\$ 3,752
2018	–	2019	\$ 3,827
2019	–	2020	\$ 3,904
2020	–	2021	\$ 3,982
2021	–	2022	\$ 4,062
2022	–	2023	\$ 4,694
2023	–	2024	\$ 4,788
2024	–	2025	\$ 4,884

Table approved: January 2004

ACKNOWLEDGEMENT OF RECEIPT
of
BOARD POLICY 3430,
PROHIBITION OF UNLAWFUL DISCRIMINATION AND
HARASSMENT
and
AP 3430 HARASSMENT COMPLAINT PROCEDURES

My signature below indicates the following:

1. I have received a copy of Board Policy 3430, Prohibition of Harassment and AP 3430, Harassment Complaint Procedures.
2. I (check one)
 have participated
 will participate

in training offered by the College addressing my responsibilities and obligations related to this topic.

This document will be placed in my personnel file which is kept in the Human Resource Services Office.

PRINTED NAME: _____

SIGNATURE: _____

DATE: _____

MASTER AGREEMENT
Between
**COLLEGE OF THE SEQUIOIAS
COMMUNITY COLLEGE DISTRICT**
and

**COLLEGE OF THE SEQUIOIAS
TEACHERS ASSOCIATION
(COSTA)**

TA signed: July 19, 2016
Board Approved: September 12, 2016

MASTER AGREEMENT

Academic Years: 2016-2017, 2017-2018, 2018-2019

**Sequoias Community
College District**



College of the Sequoias

915 S. Mooney Blvd., Visalia, California 93277-2214

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ARTICLE I

Agreement and Recognition

- 1.1 The articles and provisions contained herein constitute a bilateral and binding agreement, hereafter referred to as the “agreement,” by and between the College of the Sequoias Community College District, hereafter referred to as the “District”, and the College of the Sequoias Teachers Association, hereafter referred to as “COSTA” or as the “Association,” the recognized exclusive representative of the unit of faculty members as defined in this Article.
- 1.2 This agreement is entered into pursuant to Chapter 10.7 Section 3540-3549 of the Government Code, hereafter referred to as the “act.”
- 1.3 The Board recognizes the Association as the exclusive representative of all contract (*probationary*) faculty, regular (*tenured*) faculty, and all faculty whose load, including any substitute duty, for any semester is equal to or greater than seventy-five percent (75%) of 15 lecture-hour equivalents for teaching duties, 35 hours per week for non-teaching duties, or an equivalent proportion of any combination thereof.
- 1.4 After the effective date of this Agreement, should the District create classifications of certificated unit members in addition to those currently in existence, such classifications shall be included in the certificated bargaining unit only after reaching mutual agreement with the Association.
- 1.5 This agreement shall remain in full force and effect from the date of ratification to June 30, 2019.

ARTICLE II
Definitions

- 2.1 Academic Year:.....School year.
- 2.2 Management:.....Those positions meeting the definition of management in accordance with Government Code Section 3540.1 (g) and other applicable statutes.
- 2.3 Supervisory:Those positions meeting the definition of supervisory in accordance with Government Code Section 3540.1 (m) and other applicable statutes.
- 2.4 Faculty:.....All certificated employees who are neither management, supervisory, confidential nor classified employees.
- 2.5 Negotiable Item:.....Negotiable items are those defined in Government Code section 3543.2.
- 2.6 Negotiate in Good Faith:.....Meeting and negotiating means meeting, conferring, negotiating and discussing by the exclusive representative and the District in a good faith effort to reach agreement on matters within the scope of representation.
- 2.7 Office Hour:A 50–minute period scheduled by an instructor for the purpose of conferring with, meeting with and helping students.
- 2.8 Division Chairperson:A member of the bargaining unit who is an elected representative of a division of the College of the Sequoias.
- 2.9 Census Date:The census date is determined by Title V §58003.1.
- 2.10 Past Practice:A practice that is established, unequivocal, clearly enunciated and acted upon and readily ascertainable over a reasonable period of time.

ARTICLE III
Negotiation Procedure

- 3.1 The District agrees not to negotiate with any other organization on matters defined as negotiable items by Government Code Section 3543.2. Nor will the District attempt to negotiate privately or individually with the members of the bargaining unit or with those not officially designated by COSTA as its representative.
- 3.2 COSTA agrees to negotiate only with the representatives officially designated by the District to act on its behalf. Nor will COSTA, its members, or agents attempt to negotiate privately or individually with the Board as a unit or its members, or any individual person not officially designated by the District as its representative.
- 3.3 No later than April 15, 2019, the district will meet and negotiate in good faith with the association on negotiable items. Any agreement reached between the parties will be reduced to writing in the form of a tentative agreement and signed by each party. Said tentative agreement will then be presented to each party for ratification.
- 3.4 Ratification of the tentative agreement will be as follows:
 - 3.4.1 By the association within ten (10) days of the signing of the tentative agreement either at the next regularly scheduled meeting or one called for the purpose of ratification, whichever occurs first.
 - 3.4.2 By the College of the Sequoias Board of Trustees at the next regularly scheduled board meeting, after ratification by the Association, or one called for that purpose.
- 3.5 Every effort will be made to duplicate and distribute a copy of the Agreement to each bargaining unit member within forty five (45) days, but not to exceed 60 (sixty) days following ratification by both parties.

ARTICLE IV

Maintenance/Application of Standards

- 4.1 The District shall not reduce or eliminate any benefits or professional advantages that were held by the faculty as of the July 1, 2016 effective date of this agreement, and that fall within the scope of bargaining as defined by the Public Employment Relations Board, without first complying with the provisions of Government Code Section 3542.5(a)(2), i.e., written notice from District to the Association of the District's intent to make a change that gives the Association a reasonable amount of time to negotiate with the District regarding the proposed changes.
- 4.2 This Agreement shall supersede any rules, regulations, policies or practices of the Board or Administration which are, or may in the future be, contrary to or inconsistent with its terms.
- 4.3 The provisions of this Agreement shall not be interpreted or applied in a manner which is arbitrary, capricious or discriminatory. Rules which are designed to implement this Agreement shall be uniform in application and effect.

ARTICLE V

Savings and Statutory Changes

- 5.1 If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law by a court of competent jurisdiction or by legislative action, then such provision or application shall be deemed invalid to the extent required by such court decision or legal action. All other provisions or applications shall continue in full force and effect. If a legislative action resulting in the invalidation of a provision of this agreement or the application of a provision of this agreement is subsequently found by a court of competent jurisdiction to be unlawful or unconstitutional the provision or application shall be immediately reinstated.
- 5.2 The parties shall meet no later than (10 days) after receipt of such court decision or legislative action to renegotiate the provision or provisions affected.
- 5.3 The District shall implement any faculty benefit where implementation is mandated by law during the term of this agreement.

ARTICLE VI
Nondiscrimination

6.1 Nondiscrimination

The District and COSTA, their representatives and unit members, agree to comply with all pertinent provisions of state and federal laws, court decisions, and U.S. Presidential Executive Orders pertaining to equal employment and educational opportunity.

6.2 The parties expressly agree not to discriminate against any faculty member, prospective faculty member, or student on the basis of race, color, creed, national origin, religion, gender, physical and/or mental challenges, age, medical condition, marital status, or ancestry.

ARTICLE VII

Hiring Procedure

7.1 Faculty Selection

The hiring of faculty will follow the Joint Agreement on Hiring Policy between the College of the Sequoias Faculty Senate, Management and Board of Trustees.

7.2 The District may recruit for new positions and indicate that a position is designated to a satellite campus. After completion of the first full year of service, any faculty member serving at a satellite campus in this capacity is eligible to select assignment in accordance with the scheduling process set forth in Article VIII of the Master Agreement.

7.3 Selection of District Management Positions

When a vacancy occurs and the District decides to recruit for a Management position vacancy, at least one faculty representative shall be appointed by the COSTA President and an equal number of faculty representatives shall be appointed by the Senate President to serve on the selection committee. The District may invite additional faculty to serve as needed.

ARTICLE VIII

Workload

- 8.1 The faculty work year per academic year will consist of the following:
- 8.1.1 175 working days (inclusive of staff development days.)
 - 8.1.2 There shall be one (1), on-campus mandatory staff development day per semester amounting to two (2) on-campus mandatory days per year and three (3) on or off-campus, calendared or non-calendared staff development days each year. The hours shall comply with Title 5, Section 55726, which states staff development days “must at least be equal to the sum of the classroom hours from which the instructor is released plus those out-of-classroom hours of responsibilities which will no longer need to be performed as the result of being released from classroom instruction”. Based on current faculty responsibilities, four (4) hours of approved activity equate to one staff development day. The number of staff development days to be scheduled per year has and shall remain within the scope of representation.

The activities performed to meet in-lieu-hours requirements must comply with Title 5 Section 55724. The District and the Academic Senate, through the Faculty Enrichment Committee, will develop a Faculty Development Plan for on-campus staff development activities. This plan will include the ongoing responsibilities specified in Title 5 Section 55730. The coordinator for the flexible calendar program will be the chair of the Faculty Enrichment Committee who will receive reassigned time according to 9.2.3.7.

Section 8.1.2 below meets the requirement for an agreement between the District and individual faculty as specified in Title 5 Section 55726.

- 8.1.2.1 Each mandatory staff development day shall be scheduled one work day prior to the first day of instruction. Each mandatory staff development day shall include and allow time for meetings of each division to perform staff development activities permitted under Title 5 regulations.
- 8.1.2.2 The in-lieu hours for the non-mandatory staff development days may be met in any of the ways listed below. Participating faculty will receive hour-for-hour credit for all such activities. Presenting faculty will receive two-for-one hour credit.
 - 8.1.2.2.1 The Faculty Enrichment Committee will provide a minimum of three (3) days of scheduled activities throughout the academic year—comprising of at least four (4) hours each.

- 8.1.2.2.2 The Faculty Enrichment Committee will identify other staff development activities throughout the year that are eligible to meet the in-lieu hours requirement.
 - 8.1.2.2.3 Except as provided in Section 8.1.2.2.4, faculty attending a professional conference, workshop, or other externally organized activity must review the activity with their immediate supervisor and receive advance approval from the Faculty Enrichment Committee for the activity and associated hours on forms provided by the District. Forms will be developed by the Faculty Enrichment Committee and will be jointly approved by the Superintendent and the Academic Senate President. A faculty member who has been denied approval by the Faculty Enrichment Committee may appeal the decision to the Academic Senate-COSTA Liaison Committee. Activities originated by the Academic Senate regarding academic and professional matters or COSTA regarding hours, wages and working conditions are approved by those bodies.
 - 8.1.2.2.4 No flex obligation shall be required of that part of a faculty member's load which is reassigned time. For example, if a faculty member is receiving 20% reassigned time, then the flex obligation would be 0.8 (load minus reassigned time) \times 5 (number of flex days) = 16 hours.
 - 8.1.2.2.5 Faculty who plan individual professional development activities will submit such plans as a written request for advance approval of the activities and associated hours from their immediate supervisor on forms provided by the District.
- 8.1.2.3 The process for both mandatory and non-mandatory staff development will include the following components.
- 8.1.2.3.1 The Faculty Enrichment Committee will publish separate calendars of faculty development activities for each term—fall, spring and summer—at least one month prior to the completion of the previous term.
 - 8.1.2.3.2 The District will maintain an electronic report which includes the number of staff development hours accrued by each faculty member. This electronic report will also list upcoming scheduled

faculty development activities.

- 8.1.2.3.3 The Faculty Enrichment Committee will certify attendance to the District through faculty sign-ins at each activity. Faculty hours will be posted to the electronic report no later than two weeks after the conclusion of each event. It is the responsibility of faculty to initiate corrections to this list.
- 8.1.2.3.4 Faculty attending non-District, pre-approved organized activities such as conferences and those with pre-approved individual staff development plans will provide a written summary of their activities and hours on a form developed by the Faculty Enrichment Committee and jointly approved by the Superintendent and Academic Senate President. Forms are to be provided to the District no later than the last day of instruction of the Spring Semester. Included with the form will be documentation that supports the number of hours reported. For activities that occur between that date and June 15, the form will be submitted within 5 calendar days of the completion of the activity. In no case will forms be accepted after June 20. Hours reported on forms submitted between June 21 and June 30 will be counted in the following academic year.
- 8.1.2.3.5 Faculty who do not fully meet their staff development obligation by one of the above methods and report those hours and activities either through logged hours listed in the electronic report or on forms submitted by June 20 will be subject to a reduction in pay. Such reduction will be the daily base salary rate multiplied by the deficient hours divided by four. Note: Under current State Teachers Retirement System rules, failure to complete required staff development will reduce the participant's years of service credit. Members should contact a COSTA representative for consultation.

- 8.1.2.4 In the event of an emergency beyond the control of the District which results in the cancellation of all or a portion of a District-sponsored staff development day activity, a faculty member's obligation shall be waived for the amount of time the emergency persists during the scheduled activity on any District-sponsored mandatory staff development day up to a

maximum of 4 hours.

8.2 The full-time workload of a faculty member shall be thirty (30) lecture hour equivalents (LHE) per year. The average for the year shall be 15 lecture hour equivalents (LHE) per semester.

8.2.1 Loading shall be computed according to the following loading factors:

One contact hour of lecture	= 1.00 LHE
One contact hour of lab	= 0.80 LHE
One contact hour of activity	= 0.70 LHE
One contact hour of noncredit	= 0.50 LHE

A contact (lecture, lab, activity or noncredit) hour is defined as fifty (50) clock minutes. Conversion charts are included as Appendix A in the Master Agreement.

When a full-time faculty member teaches a noncredit course that has a credit equivalent, load will be computed from the contact hours for the credit course. To use a noncredit class or classes for compensation as overload by a faculty member will require mutual agreement between the District and affected bargaining unit member. Such mutual agreement will include consultation with the Association

Any faculty member shall have the right to refuse to include a class loaded as noncredit in his or her schedule.

8.2.2 The work year and workload of counselors and other non-classroom faculty is set below in 8.2.9.

8.2.3 Class scheduling shall be defined as the times and days of the week in which a faculty member is to perform his or her teaching duties and shall include the times and days of each class offering.

The District may assign full-time faculty to satellite campuses. Senior faculty members shall have the right of first choice for such positions. Otherwise assignment shall be made on the basis of seniority, the least senior faculty member qualified and competent in the discipline shall be assigned.

8.2.3.1 Schedule of Classes.

8.2.3.1.1 STEP 1: Class Schedule Development

The Office of Academic Services (Vice President of Academic Services) shall develop an initial template of classes to be offered by the college for the upcoming semester. This class schedule template will begin with the final schedule from the preceding corresponding (fall to fall, spring to spring) semester. In addition, the class schedule template will include the courses, the number of

sections of each course, preliminary meeting times and days, and preliminary room assignments of each class section and it will reflect input from the following sources:

Dean and Directors (Student Services and Academic Services)

Provosts

Counselors

Faculty Members

Division Chairs

8.2.3.1.2 STEP 2: Class Schedule Distribution

The Office of Academic Services shall distribute the class schedule template developed in Step 1 and the previous corresponding semester's class schedule to the appropriate division chair. Division chairs will distribute this template to all faculty in their division.

Members of each department/division will work with their division chair to review the class schedule template and make additional recommendations and justifiable changes. Any recommended changes must be reviewed with the Area Dean.

The class schedule template and any changes reviewed by an Area Dean must be returned to the Office of Academic Services (Vice President of Academic Services) for review and approval. The Office of Academic Services shall use the final approved template to create the Class Schedule and to distribute it to the Division Chairs in order to initiate the faculty class selection process.

8.2.3.1.3 STEP 3: Class Selection Process

Members of each department/division shall select their classes from the class schedule according to a collaborative method as determined by the department/division.

The class selection procedures of each department/division shall be housed in the Office of Academic Services.

Any change or revision to the individual department/division's procedure for class selection shall be by majority vote of the department/division.

Any revised procedure must be filed with the

Office of Academic Services by December 15th of the year prior to the fall semester in which it is desired to take effect.

Nothing in this agreement shall preclude any division from allowing its division chair first priority in class selection.

In no instance shall any bargaining unit member be allowed selection of an overload class prior to all other members of the department/division having selected a required teaching load. This section will not apply to the last class selected by a faculty member to fulfill a regular load if a portion of that class constitutes an overload.

Once all members of a department/division have selected a required teaching load, those members who wish to assume an overload will select overload classes one per person, by seniority, until the remaining classes are staffed, or until further selection by any member is declined.

However, should a dispute in class selection arise that cannot be settled by collaboration and conciliation, that dispute shall be settled on the basis of seniority. For any faculty member, use of this type of seniority privilege shall be restricted to one class per semester.

Department faculty course assignments are subject to final approval by the Vice President of Academic Services. The decision shall be reached following discussions wherein the division chairperson shall present his/her Division/Department recommendations.

Following approval of the Vice President of Academic Services, faculty course assignments are submitted to the Superintendent/ President for appropriate action.

8.2.3.1.4 STEP 4: Review and Resolution of Class Schedule and Room/Time conflicts

The class schedules as selected in the above steps by members of a department/division will be returned to the Office of Academic Services by the division chair and reviewed for room and time conflicts by the area dean and/or director. The Office of Academic Services shall resolve any room

and time conflicts. If any such resolution would result in a dispute, that dispute shall be settled on the basis of seniority. In circumstances where the number of students served may make a significant difference between the classes in conflict, consideration may be given to a less senior faculty member.

8.2.3.1.5 STEP 5: Finalizing the Class Schedules

Notwithstanding any other provisions in this agreement, the Office of Academic Services may make changes in any returned schedule. These changes will reflect student need, facility availability, and other interests of the College of the Sequoias provided that there is supporting information. The reasoning behind schedule changes will be communicated to and verified by the affected faculty member before any schedule becomes final.

Should any faculty member dispute the change(s) recommended by the Office of Academic Services, the issue may be appealed within five (5) working days of the notification of a change to a faculty member. The appeal will be made to a panel comprised of two (2) Association members appointed by the Association President and two (2) District representatives. The appeal shall be resolved based on a review of the supporting information. The resolution shall be finalized within two weeks of when the panel received the appeal. In the event that the panel cannot reach a decision by majority vote, the final decision on the scheduling change shall be made by the Superintendent/President.

8.2.3.1.6 STEP 6: Faculty Class Schedule Verification

The Office of Academic Services shall notify faculty by email before class schedule verification forms are to be distributed and thereafter, shall distribute two copies of the class schedule verification forms to each faculty member who has been scheduled a teaching load.

The class schedule verification forms shall state the date on which one of the forms is due in the Office of Academic Services and shall include all classes

to be taught, the times, days, room assignment, and class size based upon the initial enrollment limit of each course and section.

One copy of the initial class schedule verification form shall be returned to the Office of Academic Services. By signing and returning the verification form, each faculty member will verify that the schedule indicated on the form is correct. If any information is incorrect, the faculty member shall notify the area dean or director to make corrections. If further changes are necessary, changes will be made by mutual agreement with the affected faculty member. This shall constitute the faculty member's final class schedule.

If the faculty member does not return the signed form by the due date, the information on his or her class schedule verification form will be considered correct.

8.2.3.1.7 STEP 7: Distribution and Publication of Final Class Schedule

The final class schedule as approved by the Vice President of Academic Services, or, if applicable, as determined through the appeal process described in Step 5-above shall be distributed back to the division chairs. In addition, the final schedule shall be published and distributed by the Office of Academic Services and be accessible on the COS web site.

8.2.3.2 Late Add Classes

8.2.3.2.1 "Late classes" shall be defined as "courses that are offered per semester or session, but added to the class schedule of the District after full-time faculty members of the respective division have made selections according to the provisions of Article VIII, Section 8.2.3.1 of the COSTA Master Agreement."

8.2.3.2.2 When the need arises for late classes, or there is a change in the time and/or day of late class offerings, the Office of Academic Services shall report that need and/or change to the appropriate Dean who will communicate this information to the Division Chair in a timely manner. The Dean and/or Division Chair will notify all affected unit

members. The Division Chair will collaborate with faculty and convey the results of that collaboration with the Dean. The Vice President of Academic Services will consider this input and then make the final decision on scheduling the late classes.

8.2.3.2.3 For all late classes, full-time bargaining unit members shall have priority in selection by seniority. If the late class remains unselected by any full-time bargaining unit member, the class can then be made available to adjunct faculty members.

8.2.4 Office Hours

For every three (3) LHE of instructional hours necessary to complete a contracted teaching load (base load minus reassigned time), full-time faculty members will schedule one (1) office hour per week. Office hours may be face-to-face, synchronous online, asynchronous online, or using the method of regular effective contact between instructor and student as stipulated in 8.2.10.3. Any limitation on the number of office hours in any one format is only for computation purposes in order to satisfy the number of office hours according to this section.

Face-to-Face: The faculty member schedules a weekly time and place in order to meet with students in person and in real time. There is no limitation on the number of face-to-face office hours per week. If a faculty member schedules one face-to-face office hour for every three LHE of instructional hours of the contracted load, then his or her office hour obligation is satisfied as per provisions herein.

Synchronous Online: The faculty member is available to students via electronic means at a specified time. Communication is generally synchronous. The time of the weekly online office hour shall be clearly stated in the course syllabus. One synchronous online office hour may be used to satisfy the number of office hours of this section. For example, if three online office hours were scheduled by a faculty member who has a contracted teaching load of 15 LHE, then this faculty member would still have an obligation of four additional office hours.

Asynchronous Online: The faculty member will electronically respond to student needs within a reasonable length of time. Communication is primarily asynchronous. Procedures for utilizing this type of office hour, including the proposed response time will be clearly stated in the course syllabus. It is the responsibility of the faculty member to document asynchronous communication involving this type of office hour. Such documentation may include, but not limited to, email archives, discussion board archives, notes, and anecdotal records. One asynchronous online office hour may be used to satisfy the number of office hours of this section.

Regular Effective Contact: The definition and limitations of this type of office hour is addressed in section 8.2.10.3.

The division chair must be notified of office hour schedules and such schedules will be approved by the Area Dean and the Vice President of Academic Services. If agreement is not reached, a final decision will be made by the Superintendent/President. Office hours in any format, in addition to those stipulated by this section may be added at the discretion of the instructor.

- 8.2.5 When the District determines that there is work that could be accomplished by paying a unit member on an hourly basis, the following procedures apply:
 - 8.2.5.1 The District will send an email to include all COSTA unit members containing a brief description of the hourly work and inviting unit members to submit a letter of interest.
 - 8.2.5.2 COSTA bargaining unit member shall have three (3) business days to submit a letter of interest and any other supporting documentation the unit member deems appropriate.
 - 8.2.5.3 After reviewing any letter of interest submitted within the required time period, the District shall have the sole discretion to determine how best to accomplish this work.
 - 8.2.5.4 When a unit member selected by the District to perform hourly work for which no rate of pay is specified on the Faculty Academic Overload Salary Schedule (Appendix C), the unit member shall be paid at the Laboratory/Activity rate as set forth on the Faculty Academic Overload Salary Schedule, Master Agreement, Appendix C.
 - 8.2.5.5 Fixed stipends as defined in the COSTA Master Agreement are not affected by this procedure.
 - 8.2.5.6 Saturday class instruction shall be on a voluntary basis only.
- 8.2.6 No partial contract shall be offered to contract (probationary tenure track) or regular (tenured) faculty. From time to time unforeseen circumstances may arise which may necessitate the offering of a partial contract to a faculty member for reasons other than those stipulated herein. In any case, a partial contract may be offered to a faculty member only after mutual agreement has been reached by both the District and the Association.
- 8.2.7 Workload for faculty engaged in work experience courses shall be in accordance with the following:
 - 8.2.7.1 Eight (8) students shall equal one (1) Lecture Hour Equivalent.
 - 8.2.7.2 The Campus Work Experience Coordinator shall be part of the bargaining unit and shall be responsible for:
 - (1) the development and implementation of the District's

cooperative work experience education program in accordance with Title V and other pertinent regulations to include related reports, records and forms;

- (2) development and revision of course outlines pertaining to the program;
- (3) preparation of class and catalogue course descriptions;
- (4) coordination, training and scheduling of instructors in accordance with District procedures; and,
- (5) monitoring up to twenty-one (21) CWEE instructor/coordinators.

8.2.7.3 Workload for the Work Experience Coordinator shall be for CWEE program coordination, assistance to teacher coordinators, and a student load of at least 75 CWEE students for a full-time assignment. If the 75 CWEE student load is not met, then vocational program counseling will be proportionately assigned to complete the load.

8.2.8 Individual study shall count as one (1) LHE of an instructor's workload for every twenty-four (24) students enrolled in a one-unit course, or eight (8) students enrolled in one (1) three-unit course.

8.2.9 Workload for Counselors and Other Non-Instructional Faculty

8.2.9.1 Counselors and other non-instructional faculty shall work 175 days per year as assigned from August 1st to May 30th. The 175 day work year shall include two (2) on-campus mandatory staff development days, one (1) day per semester, as set forth in Article VIII, Section 8.1.2. The work year for all counselors shall align directly with the student academic year (i.e., instructional days during the fall and spring semesters when students in session) including the two (2) on-campus mandatory staff development days as above and the three (3) on or off campus, calendared or non-calendared staff development days as identified in Article VIII, 8.1.2.2.

8.2.9.2 The workload of counselors and other non-instructional faculty shall be defined as 35 hours per week with up to one hour per day (175 hours per year) for professional responsibilities as set forth in Article XXIII. For counselors these professional responsibilities also include correspondence, emails, and/or phone calls to students following a counseling session.

8.2.9.3 The schedule for each counselor's 35 hour work week shall be approved by the supervisor with reasonable release time for committee work as determined by District management using the Schedule and Reporting ("SARS") Program.

- 8.2.9.3.1 Counselors shall not be required to meet with more than one (1) student per thirty (30) minutes. However, any counselor may voluntarily elect to meet with more than one (1) student every thirty minutes.
- 8.2.9.3.2 All counselor responsibilities shall be directed by the Dean of Student Services or immediate supervisor. The Dean of Student Services or immediate supervisor may delegate responsibilities to classified personnel; but, no classified personnel will direct any work of counselors.
- 8.2.9.3.3 Upon email notification to the Dean or immediate supervisor and in addition to the rights in Article XII on Leaves, each counselor shall have, on a semester basis, the ability to change up to twelve (12) appointments without prior approval of the Dean or immediate supervisor. Administrative changes to a counselor's schedule shall not be counted in the 12 changes referenced above
- 8.2.9.3.4 Consistent with Section 8.2.5.6, Saturday work for counselors shall be on a voluntary basis only.
- 8.2.9.4 If counseling faculty teach a class as a function of their full-time position, the District will allow one (1) hour of "preparation time" for every hour of class per week.
- 8.2.9.5 In accordance with Article VIII, Section 8.4, Counselors and other non-classroom faculty are eligible for overload time of no more than .20 of a full-time load, and may bank up to one year of duty.

If six (6) hours of overload, which does not include PR duties, are completed then each counselor will be entitled to work and be compensated for one additional hour of PR duties as overload. In order to receive overload compensation for such PR duties, the PR duties must be performed within seven (7) calendar days after completing the six (6) hour block of overload referenced above.
- 8.2.9.6 When the District determines that there is work that could be accomplished by paying a unit member on an hourly basis, the following procedures apply:
 - 8.2.9.6.1 The District will send an email to include all COSTA unit members containing a brief description of the hourly work and inviting unit members to submit a letter of interest.

8.2.9.6.2 COSTA members shall have three (3) business days to submit a letter of interest and any other supporting documentation the unit member deems appropriate.

8.2.9.6.3 After reviewing any letters of interest submitted within the required time period, the District shall have the sole discretion to determine how best to accomplish the work

8.2.9.6.4 When a unit member selected by the District to perform hourly work for which no rate of pay is specified on the Faculty Academic Overload Salary Schedule (Appendix C), the unit member shall be paid at the Laboratory/Activity rate as set forth on the Faculty Academic Overload Salary Schedule, Master Agreement, Appendix C.

8.2.9.6.5 Fixed stipends as defined in the COSTA Master Agreement are not affected by this procedure.

8.2.9.7 The Student Services Division Chair shall have all the rights, privileges, duties and practices of a Division Chair as provided in Article XXIV of the COSTA Master Agreement.

8.2.10 Instruction in Distance Education Format

The provisions of this subsection will be reviewed by both the District and COSTA after a period of not more than two years. Administrative Procedure 4023 designed to carry out the District duties specified in this subsection will be published by the District.

8.2.10.1 Qualifications to Teach in Online Mode

The following provisions describe how faculty are recognized and qualified to teach in online mode. Note that becoming qualified to teach online does not require a faculty member to accept assignment to teach a course online.

8.2.10.1.1 Faculty members will be deemed qualified to teach a course in online mode (or a session of a course if a hybrid) if one of the following criteria are met:

- The faculty member has successfully completed a course or series of courses in online pedagogy approved by the District. A faculty member may present evidence of equivalent training for approval by the District.
- The faculty member has successfully completed the training in online teaching provided by the District.

- The faculty member has taught an online course within the three year period prior to requesting such an assignment.

The decision by the District regarding the qualifications of a faculty member to teach online is subject to the grievance provisions of this Agreement.

8.2.10.2 Compensation for Developing Course Material in Distance Education Format – For either a new course or an existing course, a faculty member may propose to develop material for delivery online or in any one of other the state-recognized distance education formats not already in existence for a particular course at COS. Upon approval of such a proposal, the faculty member will be given a one semester base load reassignment of 20% provided that more than 50% of the hours of instruction of the course are to be delivered via distance education. The faculty member may request the compensation as a stipend instead of reassigned time, such compensation to be the net dollar equivalent of the District cost for the reassigned time.

8.2.10.3 Office Hour Obligation Met via Electronic Communication All courses offered in distance education format will meet the standard of “regular effective contact between the instructor and student” as stated in Title 5 Section 55024. This standard shall be met upon approval of the method and frequency of such contact by the Distance Education Committee and the Curriculum Committee. When such approved contact specifies a method involving electronic communication, an instructor teaching a section of the course in the approved distance education mode may hold office hours using the specified method of regular effective contact. The number of such office hours shall be consistent with the provisions of section 8.2.4. The method and frequency of contact shall be stated in the course syllabus.

8.2.10.4 If a concern should arise pertaining to this subsection, the District and/or Association reserve(s) the right to renegotiate all or part of this subsection (8.2.10). Upon written notice to the other party, negotiations will commence in a timely manner, to resolve the concern.

8.3 Overload compensation will be paid for any assignment in excess of fifteen (15) LHE, unless the excess is to accommodate thirty (30) LHE when both semesters of the academic year are taken into consideration. Faculty on a partial contract will be paid overload compensation for any assignment in excess of that dictated by the percentage of his or her contract. Overload compensation will be

calculated as shown in Appendix C2 on the Faculty Schedule Verification, Workload and Payroll Form. Overload compensation calculations will be, in sequence, as follows:

- LHE of Activity Overload / $0.7 \times 17.5 \times$ Activity Hourly Rate Plus
- LHE of Lab Overload / $0.80 \times 17.5 \times$ Lab Hourly Rate Plus
- LHE of Lecture Overload / $1 \times 17.5 \times$ Lecture Hourly Rate

This Faculty Schedule Verification, Workload and Payroll Form meets the requirements of Section 8.2.3.1.6. Signing of this form by the faculty member signifies agreement with the assignment and with the overload compensation. Subsequent changes to the overload compensation will be made only with mutual agreement of the faculty member and the District.

8.4 **Bank Time**

Any faculty member, with the permission of their division chairperson and the Vice President of Academic Services, may accept teaching overloads in the class schedule of no more than .20 of a regular full-time teaching assignment in a semester for no additional compensation. A record of such teaching overloads will be maintained in the Office of Academic Services. Instructors with accumulated overload time may draw upon such time in future semesters in order to reduce duty assignment to less than a full assignment or earn one semester of leave while receiving full salary. Unpaid overload teaching time can accumulate to a maximum of one year's full-time teaching assignment (30 LHE). Non-instructional faculty members are also eligible for accepting overload time of no more than .20 of a full-time load, and may bank up to one year of duty.

8.4.1 No more than the equivalent of one semester of banked duties may be drawn upon in any one academic year.

8.4.2 No more than fifteen (15) percent of the faculty may accumulate overload time during any one semester and no more than fifteen (15) percent of the faculty may draw overload time during any one semester.

8.4.3 Any probationary bargaining unit member shall be entitled to assume an overload for compensation only and shall not be eligible to accrue bank time under Section 8.4.

8.4.4 A faculty member, upon retiring and having unused banked time, may elect to have this time reimbursed at the overload rate. However, no more than two semesters of unused banked time will be subject to reimbursement at retirement.

8.5 Any bargaining unit member whose assignment requires travel from one campus to another campus on the same day will be reimbursed for mileage to the other campus at the IRS reimbursement rate. Reimbursement shall be for a one-way trip only.

8.6 **Large Class Size Factors and Overload Hours**

For large class sections, including overload and summer school classes, additional

compensation will be computed at the hourly overload rate as a percentage of students in excess of 40 students based on census enrollment. Census enrollment is the number of students enrolled as of the census date. A minimum of 41 students is needed to be eligible for large class size overload hourly compensation. Following is the formula to be used: Large Class Factor x Overload Hours.

Where: **The large class size factor is $[(\text{Census Enrollment} - 40)/40]*100\%$**
Overload hours are $[17.5*\text{Units}*Large Class Factor]$

For example, a census enrollment of 48 students would yield a large class size factor of 20% $(8/40*100)$. For a 3 unit lecture class, total meeting hours are $17.5*3$ or 52.5 hours per semester. Thus the additional compensation would be 20% of 52.5 hours or 10.5 hours. Additional compensation would be at the overload rate for these hours.

The table below is for illustration purposes only. The above formula will be used to calculate actual large class overload hours.

Census Enrollment	Large Class Factor and Overload Hours								
	Units	1	2	3	4	5	6	7	8
	Factor	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs
40	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
45	12.5%	2.2	4.4	6.6	8.8	10.9	13.1	15.3	17.5
50	25.0%	4.4	8.8	13.1	17.5	21.9	26.3	30.6	35.0
55	37.5%	6.6	13.1	19.7	26.3	32.8	39.4	45.9	52.5
60	50.0%	8.8	17.5	26.3	35.0	43.8	52.5	61.3	70.0
65	62.5%	10.9	21.9	32.8	43.8	54.7	65.6	76.6	87.5
70	75.0%	13.1	26.3	39.4	52.5	65.6	78.8	91.9	105.0
75	87.5%	15.3	30.6	45.9	61.3	76.6	91.9	107.2	122.5
80	100.0%	17.5	35.0	52.5	70.0	87.5	105.0	122.5	140.0
85	112.5%	19.7	39.4	59.1	78.8	98.4	118.1	137.8	157.5
90	125.0%	21.9	43.8	65.6	87.5	109.4	131.3	153.1	175.0

8.6.1 Election to participate in a large class is voluntary on the part of a faculty member. Such participation by some but not other faculty members could result in some class sections of a course having a widely varying number of enrolled students. It is further possible that a disproportionate number of students could be shifted from a regular class section of one faculty member to another class which is large. Both parties agree that this outcome is not the goal of large classes, and mitigating action will be taken if it is shown to occur.

8.6.2 The District will carefully track enrollment data of all courses which have a large class component. Enrollment data for each class section of the course will be tabulated. This data will be available to the Association on request. If the data suggest that enrollment in a faculty member's class is being compromised because of over enrollment in another section, the

District and Association will immediately meet in order to protect the affected faculty member's assignment.

- 8.6.3 The election process for large class sizes is as follows. Faculty interested in a large class assignment may indicate the course and maximum desired class size on their schedule request. The regular process used by the division/department will be followed in scheduling large class assignments. Subsequent to receiving the assignment a faculty member may elect to increase class size above 40 by notifying in writing the appropriate Dean.

8.7 Presence on Campus

The following minimum number of days per week shall apply to each contract or regular faculty member who is employed on a 100 % contract.

- 8.7.1 For those weeks in which a faculty member has classes scheduled, that faculty member will be required to be on at least one of the campuses of the College of the Sequoias for a minimum of four days per week. This minimum number of days of presence on campus per week shall only apply to those weeks in which classes of a specific faculty member are scheduled to meet.
- 8.7.2 For any faculty member, the minimum number of days per week required by this section shall be reduced to three (3) days if 20% or more of the faculty member's required teaching load is reassigned time or banked leave time.
- 8.7.3 Circumstances may arise that make minimum days per week on campus impractical. The minimum days may be modified by mutual agreement between the Vice President of Academic Services and the Association President.

8.8 Base Class Size

Base class size refers to the number of students to be initially enrolled in a class section of any particular course. Enrollment exceeding the base class size shall require permission of and concurrence with the affected faculty member. With the exceptions noted, base class size for all lecture classes, including Distance Education classes, is 40 students or the room capacity following Title 5 standards, whichever is smaller. The base class size will apply to all courses, in all sessions, including summer, overload and Distance Education courses. Course exceptions to base class size include Philosophy 25 "Critical Thinking" (30 students), English composition and English writing courses, lecture courses which have an associated lab, and Communication courses. For these courses, the traditional class size will be used as the base class size. The District and COSTA will maintain a class list of traditional class sizes, for the above mentioned classes as well as newly written and adopted courses. The District reserves the right to set a course enrollment limit upon concurrence with the Association. The course list will be ongoing and reviewed at least on an annual basis on or before March 15th.

ARTICLE IX

Salaries

- 9.1 The following guidelines shall apply to faculty salaries:
- 9.1.1 For the 2017-2018 academic year, the Academic Salary Schedule (Appendix B) and Faculty Academic Overload Salary Schedule (Appendix C) will be increased by an additional 5% retroactive to 1 August 2017 contingent upon the parties' successful ratification of the Tentative Agreement on 2017-2018 Reopeners no later than the end of the business September 30, 2017.
 - 9.1.2 Compensation for faculty members employed to teach classes during summer session shall be compensated at \$90 per hour flat rate. This rate is not tied to either Appendix B or Appendix C and must be negotiated independently.
 - 9.1.2.1 A faculty member scheduled to teach in a summer session(s) immediately following his/her notice of retirement shall receive compensation consistent with the COSTA Master Agreement for that summer session(s). In subsequent summer sessions, however, if the faculty member teaches, he/she shall be compensated consistent with the COSAFA Master Agreement.
 - 9.1.3 Each semester a committee comprised of management, COSTA, the Academic Senate and Instructional Council will collaborate and cooperate in developing strategies that will enhance WSCH load and maximize FTES growth.
 - 9.1.3.1 The Vice President, Academic Services, will call the committee together no later than February 15 of each academic year to develop strategies to enhance WSCH and to increase FTES growth.
 - 9.1.4 All salary schedules (Academic, Faculty Overload and Summer) will be in effect August 1 through July 31 of the following year.
- 9.2 **Academic Salary Policy**
- 9.2.1 Salary Schedule
 - Class I * Bachelor's degree, or special secondary credential, or a vocational credential (partial fulfillment).
 - Class II Bachelor's degree plus 30 semester units, or general secondary credential, or a permanent vocational credential.
 - Class III Master's degree, or bachelor's degree plus 45 semester units, or a vocational credential plus A.A.

Class IV Master's degree and 60 semester units beyond the bachelor's degree or a vocational credential plus BA or B.V.E.

Class V** Master's degree and 75 semester units beyond the bachelor's degree or a vocational credential plus M.A. or M.V.E., or Doctorate degree.

* Only those collegiate units may be counted which were taken subsequent to the awarding of the bachelor's degree or equivalent.

** Must have at least a master's degree for placement in Class V.

Vocational credential means a Vocational Class A Standard Designated Subjects Credential, or a Community College Vocational Credential issued prior to 1970 on the basis of the completion of the Teacher Education Program conducted by the Division of Vocational Education of the University of California.

Faculty members with earned doctorates or with at least two (2) earned Master's Degrees in areas reasonably related to the teaching assignment shall receive an annual stipend as reflected within Appendix B ("Academic Salary Schedule"). This amount shall increase at the same percentage as that of the Academic Salary Schedule.

Newly hired faculty will be given full credit for past teaching experience for step placement, not to exceed five (5) years.

Occupational experience for newly hired faculty shall be limited to those teaching in occupational areas and shall follow a general rule of two (2) for one (1), not to exceed five (5) years for initial step placement.

Faculty members who have been on the current last step of the Academic Salary Schedule for at least four (4) years shall be eligible for a Service Appreciation Longevity Step. The amount of this Service Appreciation Step shall be determined by multiplying step 31 of the appropriate column by 1.15.

9.2.2 Salary Schedule Placement

9.2.2.1 Each faculty member will be placed on the salary schedule at the class and step for which s/he is qualified based on education and experience.

9.2.2.2 For column placement, every two (2) years of full time occupational employment (excluding prior teaching experience) in the field or vocation of assigned teaching, shall be equivalent to and counted as 15 units of credit. Experience used for this equivalency may not be used for step advancement.

9.2.2.3 Forty-eight (48) contact hours of continuing education shall equate to one (1) semester unit for purposes of salary schedule placement. Such units will be subject to prior approval as

stated in section 9.2.2.4.

- 9.2.2.4 Units taken by faculty for salary credit must have prior approval by the Committee for Consideration of Credit, composed of four members—two from management and two from faculty, appointed by the COSTA Executive Board. Upper division or graduate units taken in a discipline of a faculty service areas for which one is qualified are exempt from this provision.
 - 9.2.2.5 Work experience other than that stipulated in 9.2.2.6 for salary credit must have prior approval by the Committee for the Consideration of Credit. The application will be evaluated on the basis of whether this is a new experience for the individual and will directly contribute to the improvement of his/her teaching. A maximum of one unit of credit will be allowed for each 80 hours of work experience with a maximum of three units per year. A maximum of nine units will be allowed for salary credit.
 - 9.2.2.6 Units to be counted for advancement must be completed before the opening day of instruction of the fall semester. Before June of the upcoming academic year, instructors must notify the administration of their work in progress or work to be completed in the summer in order to be placed on a higher column for the academic year.
 - 9.2.2.7 An individual who qualifies to move to a higher class on the salary schedule will move vertically as well as horizontally on the schedule.
- 9.2.3 All reassigned time of faculty members will be negotiated and incorporated into this Master Agreement. Furthermore, reassigned time of all faculty members (classroom and non-classroom) will be based on a 15-hour week. For the position of Work Experience Coordinator/Instructor and any other non-instructional position that the District and COSTA mutually agree is similarly structured, reassigned time will not be based on a 15 hour week but will be calculated based on the unique factors of the workload. All reassigned time will be included as part of the regular workload of any faculty member. A maximum amount of reassigned time for any one faculty member shall not exceed 50% per semester. Exceptions to this 50% limit may be made in unique and unusual circumstances, and only with the mutual concurrence between the Association and the District. Extra compensation and/or reassigned time will be given for the following:

- 9.2.3.1 **Weekend Stipend**
Faculty in the following positions shall be paid a stipend of \$300 per weekend day, not to exceed \$1,500 per year:
Coaches, Equestrian Instructor, Athletic Trainer, Fine Arts Performance, Agriculture Faculty.
- 9.2.3.2 **Division Chair Stipend**
Division Chairs shall receive 40% reassigned time plus a \$3000 stipend.
- 9.2.3.3 **COSTA Reassigned Time**
One and five tenths (1.5) FTE of reassigned time shall be granted to the College of the Sequoias Teachers Association (COSTA). Assignment and distribution of this reassigned time shall be determined by the COSTA executive board.
Notification of the reassigned time according to this section shall be made to the Vice President of Academic Services on or before June 30th for the Fall Semester and December 1st for the Spring Semester. Upon request by the District, COSTA will supply documentation of time that was spent on meetings, research, and other appropriate uses of the reassigned time.
- 9.2.3.4 **Senate Reassigned Time**
One and five tenths (1.5) FTE shall be granted to the Academic Senate. Assignment and distribution of this reassigned time shall be determined by the Academic Senate executive board.
Notification of the reassigned time according to this section shall be made to the Vice President of Academic Services on or before June 30th for the Fall semester and December 1st for the Spring Semester. Upon request by the District, the Senate will supply documentation of time that was spent on meetings, research, and other appropriate uses of the reassigned time.
- 9.2.3.5 **Paralegal Coordinator**
Twenty percent (20%) reassigned time shall be granted every semester for the Paralegal Coordinator to prepare and maintain American Bar Association accreditation.
- 9.2.3.6 **Faculty Enrichment Committee**
Forty percent (40%) reassigned time for the Chair of the Faculty Enrichment Committee. Appropriate clerical and secretarial assistance shall be provided to the Faculty Enrichment committee by the District.
- 9.2.3.7 **Honors Coordinator**
Twenty percent (20%) reassigned time shall be granted to the Honor's Coordinator.

- 9.2.3.8 **Farm Manager**
A \$4,000 annual stipend shall be paid to the Farm Manager.
- 9.2.3.9 **Head Coach**
Twenty percent (20%) reassigned time each for the Head Coach of the following sports: Football, Men's and Women's Basketball; Baseball and Softball (it is understood that the Head Football Coach shall receive the reassigned time provided by this section each semester).

Compensation for head coaches that are full-time academic instructors shall be in the form of ten (10) hours per week for the sport plus the stipend referenced in Article 9.2.3.1 above.
- 9.2.3.10 **Assistant Coaches Stipend**
Stipends for assistant coaches other than football coaches will be \$2,000 per sport, and the assigned coaching responsibility will be in addition to the regular teaching responsibility.
- 9.2.3.11 **ESL Coordinator**
Between five (5) and ten (10) percent reassigned time shall be granted to the ESL Coordinator as determined by the District.
- 9.2.3.12 **Physical Therapy Clinical Education Coordinator**
Contingent upon the existence of the program, the Physical Therapy Assistant Clinical Education Coordinator shall receive forty percent (40%) reassigned time.
- 9.2.3.13 **Other Reassigned Time**
For reassigned time not otherwise addressed by this Master Agreement, the District shall have the option of granting up to 1.8 FTE of reassigned time to faculty members. Notification of the reassigned time according to this Section shall be made to the President of the Association on or before the preceding June 30th for the Fall Semester and December 1st for the Spring Semester. The District shall also provide a thirty (30) day notification to the Association of any change or modification to District's utilization of this reassigned time.
- 9.2.3.14 **Reassigned Time / Grants**
Reassigned time shall be awarded to any faculty member who is the recipient of a grant which stipulates reassigned time and is approved by the Superintendent/President. Such reassigned time shall be contingent upon funding under the grant and not from the general funds of the District. If the District applies for a grant under this section, timely communications will be made to the Senate in order to receive comments and suggestions for faculty participation. For such grants applied for and received by the District (as opposed to individual faculty members who

are recipients of the grants), the District shall have the option of granting up to 2.0 FTE reassigned time to faculty members. Reassigned time beyond 2.0 FTE may be provided to faculty members if mutual agreement is reached between the District and COSTA.

9.2.3.15 **Accreditation**

The District shall have the option of granting up to 1.0 FTE to faculty members during the year prior to Accreditation. Such faculty members shall be selected by the Superintendent/President and the President of the Academic Senate.

ARTICLE X
Employee Benefits

10.1 The District will offer medical, dental and vision coverage to all unit members and their eligible dependents. Unit member subscribers will be provided with the option to select from multiple alternative medical and prescription insurance plan(s). Effective with the 2016-17 medical plan year (October 1 through September 30), the medical and prescription insurance plans offered through SISC will be: SISC 100A, SISC 90A, SISC 80E, SISC 80L, SISC 80G and SISC Minimum Value Plan. Following the 2016-17 medical plan year, the District will consider alternative plan options suggested by COSTA. Following the 2016-17 medical plan year, in the event the District selects a provider different than SISC, the District and COSTA shall mutually agree on the alternative medical and prescription plan options to be made available to all eligible Unit members. The District will further provide a \$100,000 level term life insurance policy for the primary subscriber only. For purposes of the health plan and the level term life insurance policy, primary subscriber means all full-time unit members. The District's financial obligation to provide the above coverage shall be limited to the following:

10.1.1 Effective on October 1, 2017, the District shall contribute a pro-rata share of the annual maximum of \$16,152.00 toward the cost of major medical and prescription coverage for each full-time bargaining unit member and any cost for such coverage in excess of the District's contribution shall be paid by the full-time faculty member through monthly payroll deduction. The District's maximum annual premium contribution of \$16,152.00 toward major medical and RX prescription insurance coverage shall remain in effect unless and until negotiated otherwise.

10.1.2 Effective on October 1, 2016, the District shall contribute a pro-rata share of the annual maximum of \$1,845.00 toward the cost of dental and vision coverage. The District's maximum annual premium contribution of \$1,845.00 shall remain in effect unless and until negotiated otherwise.

10.1.3 Effective for the 2018-2019 medical plan year only (October 1, 2018 through September 30, 2019), the District and COSTA agree to share equally (i.e. 50%/50%) in any increase in premium cost for major medical, RX, dental and vision. The increase in the amount of annual premium for major medical and RX shall be calculated based upon the increase in the annual premium cost for SISC 90A effective October 1, 2018, and the increase in the amount of the annual premium cost for dental and vision shall be based on the District's current contribution of \$1,845. The intended effect of this agreement is that the District's total maximum

contribution toward the cost of major medical, RX, dental and vision shall be increased as specified above and that COSTA bargaining unit employees will contribute through payroll deduction, the cost of the 50% increase.

The District's total maximum contribution toward the cost of major medical, RX, dental and vision as set forth above for the 2018-2019 medical plan year shall remain in effect without change unless modified through successor contract negotiations.

10.2 The District shall continue its contributions as set forth in Sections 10.1.1 through 10.1.3 toward the cost of medical, prescription, dental and vision insurance coverage for retiring unit members and eligible dependents in accordance with the following provisions:

10.2.1 To qualify for this coverage, the faculty member must be eligible under the State Teachers' Retirement System ("STRS") or Public Employee Retirement System (PERS). Also, both the faculty member and eligible dependents(s) must enroll in Medicare Part "A" if qualified through Social Security eligibility. Additionally, the faculty members and eligible dependents(s) must enroll in Medicare Part "B" upon becoming eligible. All references to "Medicare" refer to the Federal Medicare Law as described in Title 18 of the Social Security Act of 1964.

10.2.2 For unit members with a minimum of twenty (20) years' full-time equivalency at College of Sequoias (including the two years of additional service credit if the unit member elects such retirement incentive) who retire from the District into the State Teachers' Retirement System or the Public Employees Retirement System, the District shall continue to contribute in the amounts set forth in Sections 10.1.1 through 10.1.3 above toward the cost of medical, prescription, dental and vision coverage until the unit member reaches the age of Medicare eligibility. For each retiree who is at the age of Medicare eligibility or older and who qualifies for Medicare, the District will contribute a maximum amount of \$3,500 annually toward the purchase of a Medicare Supplemental Plan. For those retirees who are at the age of Medicare eligibility or older and who do not qualify for Medicare, the District will pay a maximum of \$1,500 per year toward the cost of the retiree's insurance premium and the retiree shall pay any dollar amount over and above the \$1,500 annual maximum contribution from the District.

10.2.3 For unit members with ten (10) years, but less than twenty (20) years of full-time equivalency at the College of the Sequoias, who retire from the District into the State Teachers' Retirement System or the Public Employees Retirement System, the District shall continue to contribute in the amounts set forth in Sections 10.1.1 through 10.1.3 above toward the

cost of medical, prescription, dental and vision coverage until the unit member reaches the age of Medicare eligibility. After reaching the age of Medicare eligibility or older, the unit member and eligible dependent(s) may retain the benefits by paying the total premium cost to the College of the Sequoias business office, if, and only if, the retiree is not eligible for Medicare.

- 10.2.4 Benefits (i.e., plan coverage, deductibles, co-insurance, co-pays, etc.) for a retiree who meets the qualifications as set forth in 10.2.2 or 10.2.3 will not be less than the benefits provided under the District's plan for active unit members unless agreed to in writing by the retiree.
- 10.2.5 An eligible dependent is defined as one who meets the eligibility requirements of the insurance carrier. If a retiree who is receiving benefits under 10.2.2 or 10.2.3 should predecease an eligible dependent(s), the District and/or insurance carrier will notify the dependent(s) that he/she (they) have the option of transferring to the available conversion plan as specified by the insurance carrier's policy and consistent with the terms of Section 10.5 below.
- 10.2.6 The District shall provide any retiring faculty member who meets the qualifications as set forth in 10.2.2 or 10.2.3 above with the same amount of life insurance provided him/her at the time he/she retired from District employment and continuing to the age of Medicare eligibility (i.e., sixty-five years of age).
- 10.2.7 Within thirty (30) days after a faculty member provides official notice of his/her retirement, the District shall provide the faculty member with a copy of Article X of the collective bargaining agreement.
- 10.3 Faculty members who are absent because of illness, injury or disability and who have exhausted their accumulated paid leave will continue to receive full insurance coverage to be paid by the District for a period not to exceed twelve (12) months following the exhaustion of said leave or separation from District employment, whichever occurs first.
- 10.4 Faculty members on Board-approved leaves of absence without pay, may, at their option, contribute their full monthly premium through the District business office, thereby continuing group insurance rates and coverage. Payment must be made in accordance with District procedures in order to retain this benefit.
- 10.5 If a tenured unit member is laid off because of a reduction in force or a reduction of a particular kind of service, the District shall continue to contribute in the amounts set forth in Sections 10.1.1 through 10.1.3 above toward the cost of medical, prescription, dental and vision coverage for a period of twelve (12) months or until full-time employment is obtained, whichever occurs first.

- 10.6 Consistent with the requirements of the plan provider and applicable law, a surviving spouse of a deceased retiree may be eligible for health and welfare benefit coverage provided that the surviving spouse pays the full cost of the applicable premiums to the District.

ARTICLE XI

Working Conditions and Facilities

- 11.1 To the extent that existing facilities allow, all classes shall be assigned to rooms, laboratories, and activity areas that can properly accommodate them and which are appropriately heated or cooled, lighted, ventilated, equipped and maintained. The same shall apply to faculty members' offices.
- 11.2 **Office Availability/Vacancy**
When a faculty member's office from a particular Department becomes vacant by retirement, resignation, or other voluntary means, it will remain assigned to that Department, and faculty members from that Department may then request the use of the office. In the event there is more than one request, the faculty member with the highest seniority will be granted the use of the office. If there is no request for the use of the office from faculty members of the Department, the office will then be assigned to the Department's Division, and faculty members from that Division may request the use of the office. In the event there is more than one request, the faculty member with the highest seniority will be granted the use of the office. If there is no request for the use of the office from faculty members of the Division, then an assignment to a Division will be made jointly by the appropriate Vice President and the division chairs on the basis of campus needs. If the vacancy is assigned to an appropriate division, an announcement will be made to the division, and those faculty members can then request the use of the office. In the event there is more than one request, the faculty member with the highest seniority will be granted the use of the office.
- 11.2.1 Should the District determine the need to relocate a faculty member's office space, a meeting will be held to discuss the relocation with the affected faculty member. The District acknowledges the right of the faculty member to include a COSTA representative during that meeting.
- If, as a result of that meeting, the affected faculty member objects to the proposed relocation, s/he may request a written rationale for the decision. The faculty member will also prepare a written rationale for objections, which shall be provided to the appropriate Vice President. These documents will be submitted to the Committee established under this procedural document.
- The appropriate Vice President shall then appoint two (2) administrators and the Association shall appoint two (2) faculty members to convene for the purpose of reviewing written rationale statements. The members shall elect a chairperson to preside at

committee meetings. The committee shall prepare a written recommendation to the Superintendent/President for resolution of the relocation. The Superintendent/President retains the authority to issue a final determination in the relocation so that the faculty member's office will be comparable to his or her division faculty.

11.3 If there is a reduction in the course offerings by department due to decreasing enrollment and/or financial constraints, the departments will use their traditional methods for assigning courses to instructors during the initial preparation of the master class schedule. The right to have a full load of classes composed only of day classes will be based on seniority. Lowest seniority members whose schedules cannot be filled because of an insufficient number of classes, will fill their schedules with night classes or other classes for which they are qualified. This does not preclude the senior faculty members from choosing to teach night courses to complete their schedule.

11.4 **Summer School Assignment**

Assignment of summer school classes will be on a rotational basis with priority given to contract and regular faculty. Each discipline will keep a rotation roster, with newly hired faculty placed at the bottom of the roster. The faculty member at the top of the roster will be given first opportunity. When that faculty member has taught a summer session, his/her name will then go to the bottom of the roster. If the faculty member at the top of the rotation roster declines a summer school opportunity, the next person is to be offered the class. The declining faculty member will then be placed at the bottom of the roster with the roster maintained by the division chair with concurrence by the area deans.

ARTICLE XII

Leaves

12.1 A written statement of accrued sick leave entitlement shall be provided on the stub of each salary warrant. In the event that such information is no longer provided, the District, each year, shall provide each faculty member with a written statement of accrued sick leave entitlement.

12.2 **Absence for Illness or Accident (Sick leave)**

12.2.1 Each faculty member shall be entitled to absence with full pay for personal illness or injury, exclusive of all days the faculty member is not required to render service to the District for an academic year according to the following schedule.

(a) Full-time faculty will earn and be credited one (1.0) day of sick leave for each month of full-time employment; to be credited to each member at the beginning of the academic year or when employed, if other than prior to the beginning of the academic year. Except as otherwise provided (e.g. Willie Brown provision), bargaining unit members on a partial contract will earn sick leave proportionate to his or her percent contract.

(b) Faculty who are working under a partial contract (less than 100%) earn a pro-rated amount of sick leave, to be credited at the beginning of the academic year or when employed, if other than prior to the beginning of the academic year, and will be based upon the percentage relationship between the assigned work load and the full-time workload within the respective division and/or the number of days the specific faculty member works and the number of days of a full-time workload of the respective division. At the beginning of each academic year, the District will provide the Association with the procedure for each division, whereby prorated sick leave will be calculated for partial contract faculty.

(c) If a faculty member does not take the full amount of leave allowed in any academic year as provided by this provision and the Educational Code, the amount not used shall accumulate from year to year.

12.2.2 When a unit member is absent from duties on account of illness or accident for a period of five (5) months or less in an academic year,

whether or not the absence arises out of or in the course of employment of the unit member, and has exhausted all entitlement of full-paid sick leave, the amount paid the unit member for any month in which the absence occurs shall be the difference between the amount paid, or would have been paid, the unit member's regular salary. However, in no situation shall the unit member receive less than fifty (50) percent of his/her salary.

- 12.2.3 Upon returning from a leave due to illness or accident, a faculty member will sign a District form provided by the Office of Academic Services. On this form the faculty member will declare the number of sick leave hours or days used.
- 12.2.4 The annual sick leave allowance shall be available to the faculty member at the beginning of the academic year or when employed, if other than the beginning of the academic year. Except in the case of death, sick leave allowance that was used in excess of days actually earned shall be refunded to the District upon termination of employment.
- 12.2.5 The amount of unused sick leave days to be transferred for a faculty member from another district shall be consistent with the provisions of §44979 and §87782 of the Education Code.
 - 12.2.5.1 When unused sick leave for a faculty member is to be transferred from another district to the College of the Sequoias, the College of the Sequoias shall request of the transferring district that this amount of sick leave be given in days and that the transferring district provide the number of hours it uses to define a day of sick leave.
 - 12.2.5.1.1 When the transferring district provides all or part of this amount of unused sick leave in hours, then an appropriate conversion for these hours to days shall be made by the College of the Sequoias using the number of hours provided by the transferring district to define a day of sick leave.
 - 12.2.5.1.2 In the event the transferring district fails to provide the number of hours it uses to define a day of sick leave, the College of the Sequoias shall contact the transferring district and ascertain the number of hours per day that District uses to define a day of sick leave. This number from the transferring district shall be defined as the conversion factor and may be different for each transferring district.

12.2.5.2 Once the number of days of unused sick leave to be transferred has been properly determined by the methods stipulated in 12.2.5.1, the District may equate eight (8) hours of sick leave for each complete day transferred. If changes need to be made to these procedures, the parties will negotiate.

12.2.6 Sick Leave Deduction

With the exception noted below, for each hour of duty missed due to illness, injury or other provisions provided by the California Education Code, one (1) hour of sick leave will be deducted from the faculty member's accrued sick leave, not to exceed ten (10) hours per day.

Office hours which are missed due to illness, injury or other provisions provided by the California Education Code will not be subject to a sick leave deduction if those office hours are rescheduled prior to the end of the class for the semester.

12.2.6.1 If, as a result of illness or injury, reassigned time duties cannot be performed and the District and COSTA agree to assign another faculty member to perform those duties, the District and COSTA will also meet to determine the appropriate amount of sick leave deduction.

12.2.7 Any COSTA bargaining unit member who possesses unused adjunct sick leave, i.e. sick leave earned when the bargaining unit member served as an adjunct faculty member and prior to his/her being employed in a tenure-track position, shall be entitled to utilize such adjunct sick leave when the faculty member is absent from his/her tenure-track position. Such accrued but unused adjunct sick leave shall be exhausted first before all other paid sick leave, whether current or accrued. A bargaining unit member shall forfeit any accrued but unused adjunct sick leave remaining at the time s/he resigns, retires or otherwise terminates his/her employment at COS.

12.2.8 Notwithstanding any language to the contrary, a COSTA bargaining member who teaches an overload class for compensation and thereby earns partial sick leave, also known as adult or overload sick leave, shall be entitled to utilize such partial sick leave when absent from a current or future overload assignment due to illness or injury. In addition, a faculty member who has earned partial sick leave as a result of teaching an overload class for compensation may use such partial sick leave for absences from his/her regular faculty assignment due to illness or injury as long as the faculty member has exhausted all his/her current and accumulated regular sick leave and is still absent from work.

12.2.9 As per the provisions of Ed Code 22717 and other applicable sections, a faculty member shall be granted credit at service retirement for each day of accumulated unused sick leave including unused overload sick leave.

12.3 **Pregnancy Leave**

12.3.1 **Definition:**

For the purpose of this section, pregnancy disability leave is defined as absence because of pregnancy, miscarriage, abortion, childbirth, and recovery therefrom and shall be considered a temporary disability. For the purpose of this section, adoption disability leave will be considered and treated as pregnancy leave.

12.3.2 **Entitlement:**

Such leave shall be paid leave and shall be deducted from accumulated sick leave and extended illness leave if necessary. The length of the leave, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and the employee's physician.

12.3.3 **Child-rearing leave:**

Child-rearing leave may be granted by the Governing Board at its discretion as leave without pay.

12.4 **Bereavement Leave**

12.4.1 A faculty member is entitled to a leave of absence, not to exceed three (3) days, or five (5) days if out-of-state travel is required, on account of death of any member of his or her immediate family. No deduction shall be made from the salary of the affected faculty member nor shall leave be deducted from leave granted by other sections of this article.

12.4.2 Upon recommendation of the Superintendent/President, up to two (2) additional days of bereavement leave may be granted to a faculty member. Other terms and conditions of this additional bereavement leave will be the same as that indicated in section 12.4.1.

12.4.3 Members of the immediate family as used in this section means the mother, father, grandmother, grandfather, or a grandchild of the unit member or of the spouse of the unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or any relative living in the immediate household of the unit member as verified by the area Vice-President of the faculty member.

12.5 **Sabbatical leave**

Section 87767 and 87768 of the Education Code are incorporated into this agreement, except as supplemented below:

- 12.5.1 A faculty member will become eligible for sabbatical leave upon successful completion of the sixth (6th) year of employment at the College of the Sequoias.
- 12.5.2 The maximum number of faculty on leave during any one time shall be limited to three (3) percent of the total number of contract faculty positions approved by the Board during the semester in which applications are evaluated and rounded up to the next higher integer.
- 12.5.3 The sabbatical leave application shall be reviewed by the Faculty Enrichment Committee and one administrator designated by the Office of Academic Services. For purposes of sabbatical leave applications only, such administrator will have voting rights as per the rules and guidelines of the Faculty Enrichment Committee. This committee plus the designated administrator will follow the established procedure for evaluation of leave requests based upon established criteria prior to submitting its recommendations to the Superintendent/President. After review of the committee's recommendations, the Superintendent/President will forward the recommendations to the Board of Trustees.
- 12.5.4 Applicants may request one of four types of sabbatical leaves or combinations thereof. They are:
(1) work toward a higher degree;
(2) study and/or research;
(3) curriculum planning; and
(4) travel.
- 12.5.5 A faculty member who is on a full-year sabbatical leave will be paid three-fourths' salary by the District. A faculty member who is on a half-year sabbatical leave will be paid full salary by the District. There will be no reduction in employee fringe benefits or sick leave accrual during the term of a faculty member's sabbatical leave.
- 12.5.6 The recommendation on the manner in which a sabbatical leave is to be replaced will be jointly determined by the faculty member's Division and the appropriate Vice-President. This recommendation will be forwarded to the Board of Trustees through the Superintendent/President. In the event that the Division and the appropriate Vice-President cannot reach an agreement in the manner of sabbatical leave replacement, such will be determined by the Superintendent / President. The recommendation of the Superintendent/ President will be made only after a joint meeting about the replacement of a sabbatical leave recipient with the appropriate Division Chair and Vice-President. The recommendation of the Superintendent / President will then be forwarded to the Board of Trustees.
- 12.5.7 Any faculty member, as a condition to being granted a sabbatical leave pursuant to Section 12.5 of this Agreement, shall agree in writing to

render a period of service in the employ of the Governing Board of the District following his or her return from the sabbatical leave which is equal to twice the period of the leave. "In the employ of the governing board of the district" may include nontraditional duties which may be mutually agreed, and such employ may be part time. Both parties further agree that "equal to twice the period of the leave" refers to a time period of employment and not a specified amount of work to be performed. At the expiration of the sabbatical leave, the faculty member, unless s/he otherwise agrees, shall be reinstated in the position held by him or her at the time of the granting of the leave of absence.

As pertains to this section, position means that the scheduling of courses, rights, privileges, and benefits, shall continue in a manner as if that faculty member had not taken a sabbatical leave, and which would be consistent with the practices of his or her division, and this Master Agreement.

12.5.8 At least one month prior to the commencement of a sabbatical leave, the District requires the Faculty member to furnish a bond in an amount equal to the salary to be received during the sabbatical leave, or other security such as a Promissory Note, suitable to the District and indemnifying the District against all losses in the event the Faculty Member fails to render service to the District for the agreed upon period set forth above following the return of the Faculty Member from the sabbatical leave. When a Faculty Member has completed his/her service to the District after the sabbatical, the District will reimburse Faculty Member for one-half the cost of the bond.

12.5.9 Prior to the commencement of a sabbatical leave, a faculty member shall be required to sign the Sabbatical Leave of Absence Contract. This Contract is included as Appendix G-1 and Appendix G-2 of this Master Agreement.

12.6 Institutional Improvement Projects

12.6.1 An Institutional Improvement Project (IIP) is a study or research carried out by a faculty member during the course of a semester. The goal of the project is to improve support services, operation and/or perception of the institution. A faculty member conducting an IIP shall receive 20% reassigned time. This reassigned time shall be part of the required load of the faculty member.

12.6.2 IIP slots will only become available to faculty if the maximum number of faculty approved for sabbatical leave of the forthcoming year has not been reached. For calculation purposes, five (5) IIPs shall be equivalent to a one semester sabbatical leave. For example, if the

maximum number of sabbatical leave semesters is determined to be nine (9) and only eight (8) are approved, then five (5) IIP slots would be available (1 semester X 5 IIP/semester). The number of sabbatical leaves plus the equivalent IIPs shall not exceed the maximum as stipulated in section 12.5.2.

- 12.6.3 The criteria for IIP eligibility and successful completion shall be established by the Faculty Enrichment Committee (FEC) in consultation with the Superintendent/President or designee. Impact on the department will be considered in the criteria. The Faculty Enrichment Committee (FEC) will call for and review IIP applications only after all sabbatical leave applications for the forthcoming year have been approved.
- 12.6.4 Superintendent/President will review applications forwarded by the Faculty Enrichment Committee (FEC) and has the right to return proposals with comments on deficiencies in need of remediation.
- 12.6.5 The eligibility of a faculty member for a sabbatical leave will not be reduced, or altered by participation in an IIP.
- 12.6.6 Any faculty member who conducts an IIP shall be limited to a maximum of 6 LHE, including the IIP project, of overload for that semester in which the IIP is conducted.

12.7 **Exchange Teaching Leave**

Upon the recommendation of the Superintendent/President, and with the written authorization of the Board of Trustees, faculty members may serve as exchange teachers in foreign countries for a period of time not to exceed one (1) academic year. During the period of such exchange, the District will pay the regular salary of the faculty member. It is expected that the salary of the exchange teacher working for the District during this period will be paid by the educational system of origin.

12.8 **Personal Necessity Leave**

No more than six (6) days per academic year of absence of illness or injury allowed pursuant to Education Code Section 87781, and may be used by a faculty member in the following cases of personal necessity.

- 12.8.1 Bereavement leave in addition to that of Section 12.4.
- 12.8.2 Accident, involving the faculty member's person or property, of the person or property of a member of his/her immediate family, as defined in Article 12.4.3, of such an emergency nature that the immediate presence of the faculty member is required during his/her work day.
- 12.8.3 Appearance in court as a litigant or as a witness under official order.

- 12.8.4 Serious or critical illness of a member of the immediate family, as defined in Article 12.4, calling for the services of a physician, and of such emergency nature that the immediate presence of the faculty member is required during his/her work day and which may require verification by a physician's statement.
- 12.8.5 Religious holidays peculiar to the faculty member's faith.
- 12.8.6 Adopted parenthood when receiving the child into the home.
- 12.8.7 Paternity: When a faculty member's child is born.
- 12.8.8 Four days of Personal Necessity Leave may be used as personal business leave. Approval will be obtained in advance from the appropriate Vice-President, if circumstances permit, for two of such days. Notice will be given one (1) week in advance for each day, if possible.

12.9 Industrial Accident or Illness Leave

Faculty member shall be provided leave of absence for industrial accident or illness under the following rules and regulations:

- 12.9.1 The accident or illness must have arisen out of and in the course of employment of the faculty member and must be accepted as a bonafide injury or illness arising out of and in the course of employment by the District's Workers Compensation administrator and the Workers' Compensation Appeals Board.
- 12.9.2 Allowable leave for each industrial accident or illness shall be for the number of days of temporary disability and shall not exceed sixty (60) days within a fiscal year.
- 12.9.3 Allowable leave shall not be accumulated from year to year.
- 12.9.4 The leave under these rules and regulations shall commence on the first day of absence.
- 12.9.5 When a faculty member is absent from the faculty member's duties on account of industrial accident or illness, the faculty member shall be paid such portion of the salary due him/her for any month in which the accident occurs, as when added to the faculty member's temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment to the faculty member of not more than his/her full salary.
- 12.9.6 Industrial accident or illness shall be reduced by one day for each day of authorized absence regardless of temporary disability indemnity award.
- 12.9.7 When an industrial accident or illness leave overlaps into the next fiscal year, the faculty member shall be entitled to only the amount of unused leave due the faculty member for the same illness or injury.

- 12.9.8 The benefits provided by these rules and regulations shall be applicable to all faculty members immediately upon becoming a faculty member of the District.
- 12.9.9 Any faculty member receiving benefits as a result of these rules and regulations shall, during the period of injury or illness, remain within the State of California unless the Board of Trustees authorizes travel outside the State.
- 12.9.10 Upon termination of the industrial accident or illness leave, the faculty member shall be entitled to the benefits provided for sick leave and the faculty member's absence for such purposes shall be deemed to have commenced on the date of termination of the industrial accident or illness leave. However, if the faculty member continues to receive temporary disability indemnity, s/he may elect to take as much of his/her accumulated sick leave which when added to the faculty member's temporary disability indemnity, will result in payment to the faculty member of not more than his/her full salary.
- 12.9.11 Unit members utilizing industrial leave provisions must comply with procedures established by the District and use District authorized physicians unless an accepted form to use their personal physician is on file in the Human Resource Services Office not less than fifteen (15) days prior to the injury. If a faculty member fails to use a District authorized physician for an industrial injury, s/he may be liable for any expense incurred as well as having the claim rejected.
- 12.9.12 When released by a physician to return to work after an industrial leave, the faculty member must obtain a physician's statement to that effect. Such release will be submitted to the Human Resource Services Office.

12.10 Jury Duty

- 12.10.1 Leaves of absence will be granted to faculty members called for jury duty in the manner provided by law.
- 12.10.2 Proof of service shall be presented to the Human Resource Services Office, if so requested, upon return to duty.

12.11 Unpaid Leave of Absence

Unpaid leave of absence for personal reasons or extended leave of absence without pay for personal reasons shall be granted by the Board of Trustees to a faculty member upon approval of the Superintendent/President. Requests for such a leave shall be made through the Division Chairperson and the appropriate Vice-President, who shall prepare a recommendation for the Superintendent/President.

12.12 Miscellaneous

- 12.12.1 Unless otherwise provided in this Article, a faculty member on a paid leave of absence shall be entitled to receive credit for annual salary

increments provided during said leave. The faculty member shall also receive all other fringe benefits during such leave as shall be provided to all other faculty members, to the extent not expressly prohibited by law.

- 12.12.2 A faculty member on an unpaid leave of absence shall not receive district-provided fringe benefits nor other benefits provided to all other bargaining faculty members during the period of absence. However, the faculty member may request to participate in the fringe benefit program at his/her expense.
- 12.12.3 A faculty member may take a leave of absence only under the provisions specified in this section and applicable law. Should a faculty member be absent for reasons other than those specified, without the expressed permission of the District, such faculty member shall not be paid for the period of absence. Leaves of absence shall not be used for reasons of employment dissatisfaction.
- 12.12.4 When classes of an absent bargaining unit member are covered by a faculty member, the absence will not be charged against the absent member's sick leave, provided that the covering faculty member is qualified in the discipline or is approved by the immediate supervisor, and the duration per incident does not exceed three (3) consecutive days. If the absence continues beyond the third consecutive day, the District will provide a substitute.

12.13 **Catastrophic Illness and Injury**

12.13.1 **Catastrophic Illness and Injury Benefit**

As set forth by the provisions of this section, any bargaining unit member may donate sick leave credits, qualified service, or a combination of both to another bargaining unit member when that bargaining unit member suffers from a catastrophic illness.

12.13.2 **Definitions**

- 12.13.2.1 "Catastrophic illness" means an illness or injury that is expected to incapacitate the bargaining unit member for an extended period of time, or that incapacitates a member of the bargaining unit member's family thus resulting in an extended absence from duties. This absence may create a financial hardship for the bargaining unit member because s/he has exhausted all of his or her accrued sick leave.
- 12.13.2.2 "Sick Leave Credit" as used in the context of this provision means that number of sick leave hours which are given by a donating bargaining unit member to another bargaining unit member who is experiencing a catastrophic illness.

12.13.2.3 “Qualified Service,” means those contract duties performed by a bargaining unit member who is qualified in the appropriate discipline, as determined by the appropriate Vice President, and which are substituted for those duties and services which would have been rendered by the bargaining unit member who is absent due to a catastrophic illness.

12.13.2.4 For purposes of this article accrued sick leave means sick leave earned in the current year plus sick leave accumulated from prior years, less sick leave earned while performing duties on overload, i.e. adult sick leave.

12.13.3 **Eligibility**

Sick leave credits or qualified service may be donated to a bargaining unit member for a catastrophic illness if all of the following requirements are met:

12.13.3.1 The bargaining unit faculty member who is suffering from a catastrophic illness submits a written request that sick leave credit or qualified service be donated. The affected bargaining unit member shall provide written verification of this catastrophic illness from a physician and concurred by the District through the Office of Human Resource Services.

12.13.3.2 The District and COSTA determine that the bargaining unit faculty member is unable to work due to the bargaining unit member’s catastrophic illness.

12.13.3.3 The affected bargaining unit member has exhausted all (accrued, and overload) sick leave, and the only remaining paid leave available to the bargaining unit faculty member is the five school months of leave at not less than 50 percent pay as set forth in subsection 12.2.2.

12.13.4 **Procedure**

12.13.4.1 A bargaining unit member who wishes to receive the catastrophic illness benefit must request in writing to COSTA and the District that sick leave donations be solicited on his or her behalf. The request must have attached written verification of the catastrophic illness per the provisions of 12.13.3.1.

12.13.4.2 Donations will be solicited by a joint announcement of COSTA and the District on behalf of a specifically named individual who meets the requirements for this benefit.

12.13.4.3 By written notice to the District, any bargaining unit member may donate up to 40 hours of sick leave credit per academic year. In order to be eligible to donate at any particular time, a bargaining unit member must have a minimum number of 248 hours of accrued sick leave. The bargaining unit member will donate in 8-hour blocks of leave credit at any one time.

12.13.4.4 By written notice to the District, any bargaining unit member may donate qualified service to a bargaining unit member who is experiencing a catastrophic illness. A bargaining unit member who is to donate qualified service must be qualified as per the provisions of 12.13.2.3.

The individual who is donating qualified service shall do so without compensation, and the faculty member receiving the qualified service donation shall not experience any payroll deductions for absent duties and office hours which are covered by such donated, qualified service.

The receiving faculty member shall acquire donated qualified service based on the factors set forth in this Article, subsection 12.2.6.

12.13.4.5 The maximum amount of time that donated sick leave credits and/or qualified service may be used by the recipient bargaining unit member shall not exceed the 5 school months of paid leave as referenced in 12.2.2. All donated leave or qualified service shall run concurrently with the bargaining unit faculty member's five school months of leave as referenced above. The donated sick leave credit and/or qualified service shall not be used as a substitute for the District's obligation to provide the minimum salary as set forth in section 12.2.2. Donated sick leave and/or qualified service shall be utilized with the intent to minimize payroll deductions, by restoring, to the extent that such donated sick leave or qualified service permits, the affected bargaining unit member's salary.

12.12.4.6 The District and COSTA shall establish procedures regarding the banking of unused donated sick leave. Once finalized, these procedures shall become a part of this collective bargaining agreement.

12.12.4.7 A bargaining unit member who receives donated leave credit and/or qualified service pursuant to this section shall use any leave credits that s/he continues to accrue on a yearly basis prior to receiving paid leave pursuant to this catastrophic provision.

ARTICLE XIII

Retirement

- 13.1 All school employees will retire as prescribed by state law.
- 13.2 **Willie Brown Act: Reduced Workload**
The State Teachers Retirement System (STRS) provides that faculty members may, under specified conditions, accrue full-time retirement benefits while teaching part-time. Under such an arrangement both the District and the faculty member will make contributions to the State Teachers Retirement System at the rates required to accrue full retirement benefits for the faculty member working part-time. Any faculty member considering this provision will consult jointly with the Superintendent/President and an Association representative prior to electing this option. The Board will be informed of any faculty member who elects to participate in the program.
- 13.2.1 Faculty members may apply to earn full-credited service for part-time teaching with the following provisions:
- 13.2.1.1 They must be at least 55 years old.
 - 13.2.1.2 They must have taught in California public schools for at least ten (10) years.
 - 13.2.1.3 They must have been employed on a full-time basis during the preceding five (5) years.
 - 13.2.1.4 They must teach at least half time while the arrangement is in effect.
- 13.2.2 The arrangement may continue for a period not to exceed ten (10) years.
Note: Current Ed Code §22713, b5, 87483, b, and other applicable sections.
- 13.2.3 Requests to participate in this arrangement must be submitted to the office of the Superintendent/President no later than January 1 of the academic year preceding that in which part time service is to begin. Requests will be evaluated on the basis of the following criteria:
- 13.2.3.1 It must be feasible to meet the College's educational goals with part time rather than full time employees.
 - 13.2.3.2 Current enrollment trends and their effects on staffing needs in subjects taught by the applicants must be considered.

13.2.3.3 There must be qualified instructors available to augment the faculty if needed as the result of a change from full-time to part-time status.

ARTICLE XIV

Travel

- 14.1 School trips which have received prior Administration sanction will be approved if proper supervision and liability protection are provided. Supervision and liability protection are to be cleared with the County Counsel and the insurance carrier. When private cars are used in transporting participants in school activities, the drivers must have proper liability insurance and must possess a valid California driver's license.
- 14.2 The following procedure will be used to secure administrative approval for transportation:
 - 14.2.1 Check on the availability of vehicles with the appropriate administrator.
 - 14.2.2 Submit transportation requests in triplicate (form available in main office) two weeks in advance of date needed.
- 14.3 Included in the school transportation policy are the following provisions:
 - 14.3.1 The use of three vehicles on special occasions can be affected only by special arrangements with the appropriate administrator.
 - 14.3.2 The appropriate administrator may cancel bus reservations for extra-curricular and/or athletic use in the last minute if passengers do not exceed twenty-five (25).
 - 14.3.3 Long-distance field trips requiring the use of a bus by a specific group will be limited to one per semester.
- 14.4 Approval of travel expenses is limited to trips which will not require absence from the campus of more than three (3) school days. Expenses will be authorized for the following:
 - 14.4.1 To transact business of the District;
 - 14.4.2 To attend educational and professional meetings; and
 - 14.4.3 To attend meetings related to legislative matters important to the college.

ARTICLE XV

Conferences, Conventions and Functions

- 15.1 Each contract faculty member will be eligible to attend two (2) academic conferences per year. Conference limits, guidelines and application criteria will be uniformly and jointly determined by division chairs.

The District will budget \$40,000 annually for conference attendance by faculty. Any conference monies remaining at the end of the academic year will be added to the conference money of the following year's budget for an 85% / 15% distribution. The cumulative total of such account will not exceed \$50,000 in any one year. Eighty-five percent (85%) of the conference account will be distributed to divisions based on the number of regular full-time contract faculty. Fifteen percent (15%) of the conference account will be available, at large, to faculty members for conference attendance. Said monies will be available to a faculty member as per the provisions established jointly and uniformly by division chairs.

- 15.2 The Association will be allowed release time of up to ten (10) days per year, without loss of pay, for members to attend organizational conferences, conventions, workshops or activities. The District upon written request, shall be reimbursed by the local organization, CTA or NEA, the cost of any substitute hired for any absence beyond the ten (10) days of this subsection. The District may deny any absence beyond the ten (10) days of this subsection if such absence can be shown to interfere with the normal quality of instruction provided. Such denial shall be in the form of written notification to the appropriate faculty member and shall state how such absence would interfere with the normal quality of instruction provided.
- 15.3 The classes of a faculty member absent under the provisions of this Article will be covered by other faculty members if possible; otherwise, a substitute will be hired.
- 15.4 No expenses will be paid by the District to a faculty member who attends a meeting and receives a college credit for advancement on the salary schedule.
- 15.5 Expense vouchers will be submitted, with receipts for all expenditures, as soon as possible after returning to the campus. In order for a faculty member to be reimbursed, these vouchers will be submitted to the Business Office within sixty (60) days of incurring such expense. Any person requesting reimbursement for mileage when students have been transported must state on the trip voucher the name of his/her insurance policy or the voucher cannot be honored.
- 15.6 Reimbursement for use of private vehicles will be consistent with the amount allowed by IRS regulations, and will not be charged against the conference allocation.

- 15.7 Faculty will be reimbursed for the use of public conveyances or rental vehicles, when authorized in advance by the Superintendent/President or appropriate Vice President. As pertains to this subsection, such reimbursement will be charged against the conference allocation.
- 15.8 Should the District require a club advisor's attendance at a conference, convention or function with students, reasonable reimbursement of costs will be made in accordance with the following:
 - 15.8.1 Attendance must be required by the Superintendent/President;
 - 15.8.2 The student group must seek to raise monies to cover costs prior to utilization of funds available under this Article;
 - 15.8.3 The student advisor will process/obtain required attendance prior to involvement of student group in sponsored activity;
 - 15.8.4 Reasonable reimbursement costs will be determined by the Superintendent/President's designee and such costs will not be charged against the conference allocation.

ARTICLE XVI

Use of College Buildings, Grounds and Equipment

- 16.1 District buildings, grounds, and equipment are provided primarily for instructional purposes. Non-instructional use will be authorized only when it does not interfere with instructional use. Priority for use of district facilities will be as follows:
- (1) for college instructional use of admissions testing,
 - (2) for other college activities, and
 - (3) for non-district or non-college use as authorized.

ARTICLE XVII

Grievance Procedures

17.1 Definitions

- 17.1.1 A “grievance” is a claim by a grievant that there has been a violation, misapplication, or misinterpretation of any of the provisions of this Agreement. Board policies or Administrative procedures that affect matters within the scope of bargaining as defined by the Public Employee Relations Board shall be subject to the grievance procedure.
- 17.1.2 A Grievant is the person or persons, including the Association or representatives thereof, making the claim.
- 17.1.3 A “party of interest” is any person who might be required to take action or against whom action might be taken in order to resolve the claim.
- 17.1.4 A “day” is a calendar day unless specified otherwise. The time specified for processing a grievance at any level may be suspended by mutual written agreement for any period. Agreement shall not be unreasonably withheld. A grievance arising over actions taken in the summer may be filed no later than twenty (20) days after the start of the fall semester.

17.2 Purpose

- 17.2.1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of faculty members. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 17.2.2 Nothing contained herein will be construed as limiting the right of any faculty member having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this Agreement.
- 17.2.3 Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be made to expedite the process. The time limits may, however, be extended by mutual agreement.
- 17.2.4 In the event a grievance is filed at such a time that it cannot be processed through all the steps in this Grievance Procedure by the end

of the academic year and, if left unresolved until the beginning of the following academic year, could result in harm to the grievant, the time may be competed prior to the end of the academic year, or as soon thereafter as may be agreeable to the Grievant, or the Association if it represents the Grievant, and the District.

17.3 Procedure

- 17.3.1 A grievance must list the specific contract provisions the grievant alleges were violated, misapplied or misinterpreted, together with the allegations describing the specific acts or omissions that violated the contract, as well as the proposed remedy. It must be submitted in writing on the form provided in Appendix H.
- 17.3.2 Failure of the grievant or the Association to meet the timelines set forth herein shall render the grievance null and void. Failure of the District to respond within the timelines at any level of the procedure shall enable the grievant to advance to the next level of the procedure.
- 17.3.3 **Level One:**
A grievant will first discuss the situation, event or condition which gave rise to the grievant's concerns with his/her immediate supervisor, either directly or through the Association's Grievance Committee, with the objective of resolving the matter informally. Such discussion will take place within thirty (30) calendar days from the time the grievant knew or should have known of the situation, event or condition which gave rise to the grievant's concerns.
- 17.3.4 **Level Two:**
If the grievance is not mutually resolved at Level One, and upon consultation with the Grievance Committee, the faculty member may file the grievance in writing simultaneously with the Grievance Committee and the appropriate Vice-President to which the grievant is assigned within ten (10) days following the informal discussion provided at Level One.

Within ten (10) days after receipt of the written grievance by the appropriate Vice-President, s/he will meet with the grievant and a representative of the Grievance Committee in an effort to resolve the grievance. The decision, including stated reasons for said decision of the Vice-President, shall be presented to the grievant in writing within ten (10) days following the meeting at Level Two.
- 17.3.5 **Level Three:**
If the grievance is not mutually resolved at Level Two, or if no written decision has been rendered within ten (10) days following the Level Two meeting, the grievant shall have ten (10) days to appeal such grievance to the Superintendent/President. The Superintendent/President or his or her designee as appointed by the Superintendent/President in writing shall meet with the grievant within ten (10) days in

an effort to resolve the grievance. The Superintendent/President or designee shall deliver the written decision to the grievant within ten (10) days after such meeting. If a decision is made in writing and signed by the designee, and if such decision is acceptable to the grievant and Association, such decision will be binding.

17.3.6 Level Four:

If the grievance is not mutually resolved at Level Three or if no decision has been rendered by the Superintendent/President within ten (10) days following the Level Three meeting, the Association shall have ten (10) days to provide written notice to the Superintendent/President of the Association's decision to appeal the grievance to binding arbitration. The parties agree that six (6) weeks prior to the date set for an arbitration hearing, or sufficiently in advance of that hearing to avoid an arbitrator's cancellation fee, the parties will meet in an effort to resolve the grievance. Any procedural issue affecting the arbitrability or related issue, if not previously raised by either party, will be stated at the pre-arbitration meeting, or the issued will be considered waived. If the grievance is not resolved, the arbitrator will be notified of the procedural or related issue, and the arbitrator will then determine whether s/he wishes to consider the arbitrability issue(s) prior to hearing the merits of the dispute and, if so, how (teleconference, pre-hearing briefs, etc.).

17.3.7 Submission to arbitration shall be made to the State Mediation and Conciliation Service in the selection of an arbitrator and the arbitrator shall proceed under the voluntary labor arbitration rules of that association. Every effort shall be made to select an arbitrator within 30 days unless there are unusual circumstances.

17.3.8 The arbitrator's decision will be in writing and will set forth all findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator has no power to expand, modify or change any terms and conditions set forth in the Master Agreement or make any decision which requires the commission of an act prohibited by law. However, it is agreed that the arbitrator is empowered to include in any award financial reimbursement or other non-monetary remedies judged to be proper. The decision of the arbitrator will be submitted to the Board, the Superintendent/ President, and the Association; it will be final and binding upon the parties to this Agreement.

17.3.9 All costs for the services of the arbitrator, including per diem expenses, if any, and travel and subsistence expenses and the cost of any hearing room will be borne equally by the District and the Association or the District and the grievant if the grievant is not a member of the Association.

17.4 Rights of Faculty Members to Representation

- 17.4.1 No reprisals of any kind will be initiated or carried out by the District or its representatives against any grievant, any party of interest, any member of the Association, or any other participant in the grievance procedure by reason of such participation.
- 17.4.2 A grievant may exercise self-representation through Level Three of the Grievance Procedure or, optionally, by a representative selected by the Association. If a grievant chooses self-representation, the Association shall have the right to be present and/or state its views in writing. Only the Association has the right to appeal a grievance to Level IV arbitration.

17.5 Miscellaneous

- 17.5.1 If a grievance arises from action or inaction by the Board, or on the part of a member of the Administration, the grievant may initiate such grievance at level two.
- 17.5.2 The Association may initiate a grievance which affects faculty in more than one division or department at Level Two.
- 17.5.3 When it becomes necessary to attend a grievance meeting, hearing or proceeding during the work day, the grievant and Association representative, upon giving notice to the appropriate division chair, shall be granted release time, without loss of pay, to permit participation in such foregoing activities.
- 17.5.4 All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

ARTICLE XVIII

Evaluation

- 18.1 The purpose of this procedure is to assess the performance of faculty in their respective roles at the College of Sequoias. Additionally, the procedure is designed to acknowledge and memorialize outstanding performance and where necessary to document performance that is not meeting district expectations.
- Both parties recognize that professional growth is an integral part of performing assigned duties effectively.
- 18.2 The faculty evaluation process will involve the assessment of performance of faculty (depending on duty assignment) in the following areas.
- 18.2.1 Teaching methods, materials, and effectiveness
- Teaching methods are those non–discipline specific skills employed by a faculty member in order to assist students in attaining the learning goals of the course.
- 18.2.2 Non–classroom methods, materials, and effectiveness
- Non–classroom methods are those techniques employed by a faculty member in order to assist students in attaining their educational goals.
- 18.2.3 Professional responsibility
- Professional responsibility refers to the fulfillment of those obligations, which, although may not relate directly to a faculty member’s duty assignment, contribute to the general academic environment of the campus community. All professional responsibilities shall be consistent with the Master Agreement Article XXIII, and may include the following:
- (a) Maintaining and posting office hours
 - (b) Meeting scheduled classes, placing textbook orders, and submitting grade reports within deadline dates
 - (c) Non–classroom faculty will submit duty days; be knowledgeable of current articulation agreements, transfer requirements, and certificate programs; and will keep appropriate records.
- 18.3 The evaluation of instruction should focus upon whether the instructor is delivering to students what is stipulated in the course outline of record as well as the current course syllabus for each course taught; or for counselors, a student educational plan (SEP). Individual instructors should set course goals and objectives which comply with the course outline the District has approved through the curriculum approval process. The success of the instructor should be judged in part in terms of how well the instructor has met specific goals and objectives.

Data derived from Student Learning Outcome (SLO) assessments will not be used to evaluate faculty performance. All faculty will include SLOs in their course syllabi and participate in the SLO assessment cycle.

18.4 Summary of the Procedure

- 18.4.1 A faculty member who is to be evaluated shall be notified of this, in writing by the appropriate Vice President, no later than September 15 of the academic year in which s/he is to be evaluated. A suggested design may be provided by the appropriate Vice President in order to facilitate the evaluation plan outlined in this Article.
- 18.4.2 Upon notification of evaluation, the faculty member will form an evaluation committee comprised of two or more tenured faculty members and the appropriate Vice President or the designee to assist in preparing the evaluation. No member of the evaluation committee may be related to the faculty member being evaluated.
- 18.4.3 The appropriate Vice President will either inform the faculty member that the committee has been approved or ask the faculty member to modify the committee membership. If a request to modify is made, reasons and justification for this modification shall be in writing, and will be given to the affected faculty member in a timely manner.
- 18.4.4 The faculty member designs the evaluation plan in compliance with Article 18.1, and will include a list of assigned duties or classes during the evaluation period, course syllabus(i), and the student evaluation. Faculty are also encouraged to list those additional activities which they feel have served to enhance the college community.
- 18.4.5 The design of the evaluation plan will include peer visitation(s) by the administrator on the evaluation committee, and at least two of the faculty members. The time for each visitation shall be jointly determined by the evaluator and the evaluatee. Each member of the evaluation committee will make a peer visitation of the faculty member. Written reports of observations of each visitation shall be made and added to the self-evaluation report of the faculty member. Visitations by the members on the evaluation committee shall last a minimum of 50 minutes.
- 18.4.6 The distribution, administration of, collection of, and tabulation of results of the student questionnaire shall be done by the administrator on the evaluation committee. The scheduling of the distribution of this student questionnaire shall be with the concurrence of the faculty member being evaluated so as not to disrupt scheduled duties.
- 18.4.7 The faculty member being evaluated will compile the final evaluation packet and return it to the evaluation committee members. The evaluation committee (faculty and administrator) will meet to review and discuss the final evaluation for non-tenured faculty only. Committee members and division chairperson will then make final

comments on the permanent record page for all faculty. The administrator will review the final comments with the faculty member being evaluated and submit the evaluation packet to the appropriate Vice President.

- 18.4.8 The appropriate Vice President will review the final evaluation packet, may make additional comments, sign and submit the evaluation signature page(s) to Human Resources, and return a copy of the packet to the faculty member.
- 18.4.9 The evaluation signature page will be placed in the faculty member's personnel file.

ARTICLE XIX

Tenure

19.1 Definitions

19.1.1 A contract employee is a probationary employee.

19.1.2 A regular or tenured employee is a permanent employee.

19.2 Procedure

19.2.1 The procedure leading to tenured status will be that described in accordance with Education Code Sections 87608, 87608.5 and 87609 as follows:

19.2.2 The first contract period shall be for one year, at the end of which the options of the District are either to:

- a. Not enter into a contract for the following academic year, or
- b. Enter into a contract for the following academic year.

19.2.3 If a contract employee is working under his/her second contract period, which is for one year, the options of the District are:

- a. Not enter into a contract for the following academic year, or
- b. Enter into a contract for the following two academic years.

19.2.4 If a contract employee is working under his/her third contract period, which is for two years (years 3 and 4), the options of the District are:

- a. Employ the probationary employee as a tenured employee for all subsequent years, or
- b. Not employ the probationary employee as a tenured employee.

19.2.5 The District shall give written notice of its decision under Sections 87608 and 87608.5 of the Education Code and give reasons therefore to the employee on or before March 15 of the academic year covered by the existing contract. The notice to the employee shall be by registered or certified mail to the most recent address on file with the District Human Resource Services Office. Failure to give the notice as required to a contract employee under his/her first or second contract shall be deemed an extension of the existing contract without change for the following academic year.

19.2.6 The District shall give written notice of its decision under Section 87609 of the Education Code and the reasons therefore to the

employee on or before March 15 of the last academic year covered by the existing contract. The notice to the employee shall be by registered or certified mail to the most recent address on file with the District Human Resource Services Office. Failure to give the notice as required to a contract employee under his/her third consecutive contract shall be deemed a decision to employ him or her as a regular employee for all subsequent academic years.

19.2.7 At any point in the four-year probationary period described in Education Code Sections 87608, 87608.5 and 87609 leading to tenured employee status there are:

- a. Allegations that the District, in a decision to grant tenure, made a negative decision that to a reasonable person was unreasonable, or violated, misinterpreted, or misapplied any of the policies or procedures concerning the evaluation of a probationary employee shall be classified and procedurally addressed as a grievance.
- b. Allegations that the District in a decision to reappoint a probationary employee violated, misinterpreted, or misapplied any of the policies or procedures concerning the evaluation of probationary employees shall be classified and procedurally addressed as a grievance.

ARTICLE XX

Faculty Service Areas and Competency Criteria

20.1 Definition and Purpose of Faculty Service Areas

20.1.1 A faculty service area (FSA) is a service or instructional subject area or group of related services or instructional areas performed by faculty.

20.1.2 The function of faculty service areas is to provide a rational and workable framework within which district seniority and bumping rights can be exercised by faculty when a reduction-in-force, or layoff, is being effected.

20.2 Order of a Reduction-in-Force

20.2.1 No permanent or probationary faculty member can be laid off while any employee with less seniority at the College of the Sequoias is retained to render a service in a faculty service area in which the records of the District reflect that the senior employee is both qualified and competent to perform.

20.2.2 Within a faculty service area, a faculty member cannot exercise bumping rights into a discipline in which s/he is not qualified and competent.

20.3 The College of the Sequoias Faculty Service Areas

20.3.1 Faculty service areas of the College of the Sequoias are summarized in Appendix D of this Master Agreement. Disciplines associated with each faculty service area are indicated in either Appendix D or the list of disciplines approved by the California Community Colleges Chancellor's Office (http://www.cccco.edu/divisions/esed/aa_ir/psmq/min_qual.htm). The District and the Association agree to negotiate the placement of a discipline approved by the CCCCO but not included in an FSA that is listed in Appendix D.

20.3.2 The Association reserves the right to negotiate the placement of any discipline not included in a faculty service area.

20.3.3 Reassignment of a course to another discipline by the curriculum committee must have the consent of the Association and the Faculty Senate.

20.4 **Competency Criteria**

- 20.4.1 A faculty member will be deemed competent in:
- 1) All disciplines for which s/he is qualified to teach under a credential which has been grandparented under the provisions of AB 1725 and in which s/he has previously taught at an accredited post-secondary institution or,
 - 2) All disciplines for which s/he meets the minimum qualifications under the disciplines list adopted by the California Community College Board of Governors.
- 20.4.2 Competency in a discipline of the interdisciplinary faculty service area will be restricted only to the courses of that discipline of the interdisciplinary faculty service area. That is to say, a nursing instructor teaching a sociology course in the interdisciplinary faculty service area would be deemed competent in that particular sociology course, but not deemed competent in the discipline of sociology in the social science faculty service area.

20.5 **Attaining Faculty Service Areas**

- 20.5.1 The District will, at the time of initial employment, assign newly hired faculty to one or more faculty service areas. Such assignment of faculty service areas shall be in writing and based on minimum qualifications and competency criteria.
- 20.5.2 By June 30, 2002 the District will assign each faculty member one or more faculty service areas and notify each faculty member, in writing, of his or her FSA assignment. Such assignments will be based on minimum qualifications, grandparenting provisions of AB 1725 and competency criteria. A faculty member who disagrees with such assignment or lack thereof has the option of resolving such disagreement by way of the grievance procedure.
- 20.5.3 A faculty member has the option of adding faculty service areas. Such option can be exercised whenever such member meets the minimum qualifications and competency standards for the additional faculty service area. To exercise this option, a faculty member must request in writing and stating the reasons they qualify for the additional faculty service area to the Human Resource Services Office, that the District amend its records reflecting the added faculty service area.
- Once the Human Resource Services Office has verified that the faculty member has satisfied all requirements, the Human Resource Services Office will notify the faculty member in writing that an additional faculty service area has been attained.

- 20.5.4 In order to affect a layoff which may require the use of faculty service areas, the District must have assigned faculty service areas and notified the affected faculty member on or before February 15 of the same academic year of the layoff.
- 20.5.5 Any faculty service area to be utilized by faculty member in a layoff situation must be on record in the Human Resource Services Office on or before February 15 of the same academic year of the layoff.
- 20.5.6 A faculty member has the right to take a denial to grant an additional faculty service area by the District through the grievance procedure.
- 20.5.7 Once attained, a faculty service area, unless attained through fraud or error, cannot be taken away from a faculty member.

ARTICLE XXI

Faculty Retraining Program

21.1 If it becomes necessary to terminate a program in which a tenured faculty member is working, the District will implement a Displaced Faculty Training Program as follows:

21.1.1 **Notification:**

Pursuant to the Ed Code no later than March 15 of any academic year, the District shall provide notification to affected employees and the Association of programs which are to be eliminated or reduced in the next academic year and which necessitate the layoff of tenured faculty. By the same date, the District shall provide notice of the availability of the faculty retraining program to any tenured faculty member who receives a layoff notice, regardless of whether or not the affected faculty member will be approved for or entitled to participate in the retraining program. On or before same date of any academic year, the district shall provide to COSTA a list of all disciplines not subject to the Displaced Faculty Training Program.

21.1.1.1 Affected faculty shall have the options of:

- 1) Proceeding with layoff actions prescribed by the California Educational Code, or
- 2) Retiring under STRS regulations, or
- 3) Submitting application to participate in the Displaced Faculty Retraining Program.

21.1.1.2 The appropriate Vice President shall receive applications to participate in the Displaced Faculty Retraining Program. The appropriate Vice President and the Senate President or designee shall evaluate applications based upon the education, background, and experience of the applicant. A determination shall be made that the individual's retraining program for a new discipline can be completed within a twelve (12) month period. The potential training must also meet the District's instructional needs.

21.2 **Procedure:**

The appropriate Vice President or designee shall meet with the applicant to further assess the feasibility of training the applicant for a new discipline. The appropriate Vice President and the applicant will jointly develop a tentative plan for retraining

which will be submitted to the Equivalency Committee of the Senate. Should agreement, throughout this process, not be reached on a tentative plan, the Superintendent/President, or designee, shall mediate. The decision from this mediation shall be binding.

- 21.2.1 The appropriate Vice President, or designee, and the applicant shall meet with the Equivalency Committee to review the tentative plan. The Equivalency Committee shall determine what proposed action will qualify the applicant to teach in the new discipline. The resulting document, jointly approved by the Equivalency Committee and the appropriate Vice President shall serve as the contractual agreement for qualifying the faculty member. The agreement will stipulate three evaluations for the affected faculty member upon return to academic responsibilities: one each semester of the first year, and one annual during the second year of assignment in the new discipline.
- 21.2.2 The applicant must successfully fulfill the requirements of the Retraining Agreement in order to retain employment with the District.
- 21.2.3 The applicant will provide periodic reports to the appropriate Vice President, or designee, during the retraining period. The reports will include progress and problems which could impact completion.
- 21.2.4 Should special circumstances preclude the applicant from completion of the retraining agreement within the prescribed period of time, a petition may be filed with the appropriate Vice President for a one-semester extension. The appropriate Vice President and Senate President will jointly determine approval of such extension. If approved, the extension will be considered leave without pay.

21.3 Conditions:

The District's obligation to participate in the Displaced Faculty Training Program shall be limited to full salary and benefits during participation, less the cost of the District's purchase of a Sabbatical Leave Bond as referenced below.

- 21.3.1 Employee benefits provided under this provision shall meet the District's obligation of Article 10.5 if the retraining agreement is not successfully completed.
- 21.3.2 Upon successful completion of the Displaced Faculty Training Program, participants are required to provide three years of full-time faculty service to the District. Upon commencement of the approved training program, a bond shall be posted on behalf of the affected faculty member. Such bond will ensure reimbursement of District salary and benefits if the three-year service obligation is not fulfilled.
- 21.3.3 The number of sabbatical leaves available to faculty under Article 12.5 shall be reduced by the number of faculty participating in the Displaced Faculty Training Program.

ARTICLE XXII

Harassment Complaint Procedures

AP 3430

22.1 The Association agrees that the District has the right to establish and to amend from time to time policies pertaining to and prohibiting harassment. Procedures for investigating and processing harassment complaints are negotiable.

Reference: Education Code sections 2.2.1, 66252, and 66282.5;
Government Code sections 12900 – 12996;
Labor Code sections 1101, 11021;
California Code of Regulations, Title 5, Section 59320
42 U.S.C. sections 2000d, 2000e et.seq. (Title VI, VII)
42 U.S.C. section 2000h – 2 (Title IX)
Title 5, section 59320, et. seq.

22.2 Purpose

College of the Sequoias is committed to providing an academic and work environment free of unlawful harassment. This procedure defines sexual harassment and other forms of harassment on campus, and sets forth a procedure for the investigation and resolution of complaints of harassment by or against any staff or faculty member or student within the College.

22.3 Definition of Sexual Harassment

22.3.1 Definition

Sexual harassment is defined as unwelcome acts of a sexual nature including sexual advances, requests for sexual favors and/or other verbal or physical conduct including written communications of an intimidating, hostile or offensive nature, or action taken in retaliation for the reporting of such behavior when:

22.3.1.1 Submission to such conduct, either explicitly or implicitly, is made a term or condition of an individual's employment, academic status or progress; or

22.3.1.2 Submission to or rejection of such conduct by an individual is used as the basis for employment, promotion, transfer, selection for training, performance or academic evaluation decisions; or

- 22.3.1.3 Such conduct has the purpose or effect of creating an intimidating, hostile or offensive working or educational environment or substantially interferes with an employee's work performance or a student's academic performance; or
- 22.3.1.4 Submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available through the College.

22.3.2 **Kinds of Sexual Harassment**

The definition of sexual harassment encompasses two kinds of sexual harassment.

- 22.3.2.1 "*Quid pro quo*" sexual harassment occurs when a person in a position of authority makes education or employment benefits conditional upon an individual's willingness to engage in or tolerate unwanted sexual conduct.
- 22.3.2.2 "*Hostile environment*" sexual harassment occurs when unwelcome conduct based on sex is sufficiently severe or pervasive so as to alter the conditions of an individual's learning or work environment, unreasonably interferes with an individual's academic or work performance, or creates an intimidating, hostile, or abusive learning or work environment. The victim must subjectively perceive the environment as hostile, and the harassment must be such that a reasonable person of the same gender would perceive the environment as hostile.

22.4 **Examples of Sexual Harassment**

Sexual harassment can consist of virtually any form or combination of verbal, physical, visual or environmental conduct. It need not be explicit or even specifically directed at the victim. Sexually harassing conduct can occur between people of the same or different genders. The standard for determining whether conduct constitutes sexual harassment is whether a reasonable person of the same gender as the victim would perceive the conduct as harassment based on sex.

22.4.1 **Verbal Sexual Harassment**

Verbal sexual harassment may include, but is not limited to:

- a. Inappropriate or offensive remarks, slurs, jokes or innuendoes based on a person's protected status;
- b. Inappropriate comments regarding an individual's body, physical appearance, attire, sexual prowess, marital status or sexual orientation;

- c. Unwelcome flirting or propositions;
- d. Demands for sexual favors;
- e. Verbal abuse, threats or intimidation of a sexual nature;
- f. Sexist, patronizing or ridiculing statements that convey derogatory attitudes about a particular gender or sexual orientation.

22.4.2 **Physical Sexual Harassment**

Physical sexual harassment may include, but is not limited to:

- a. Inappropriate or offensive touching;
- b. Sexual assault, or coerced sexual intercourse or other sexual acts;
- c. Physical interference with free movement or blocking another person;
- d. Kissing, patting, fondling, lingering or intimate touches, grabbing, pinching, leering suggestively, unnecessarily brushing against another person;
- e. Sexual gestures;
- f. Acting in a provocative manner.

22.4.3 **Visual or Written Sexual Harassment**

Visual or written sexual harassment may include, but is not limited to:

- a. The display or circulation of offensive, sexually oriented or other discriminatory visual or written materials;
- b. Posters, cartoons, drawings, graffiti, or other reading materials of a sexual nature;
- c. Computer graphics or electronic media transmissions of a sexual nature.

22.4.4 **Environmental Sexual Harassment**

An academic or work environment that is permeated with sexually oriented talk, innuendo, insults or abuse not relevant to the subject matter of the class or activities on the job. A hostile environment can arise from an unwarranted focus on sexual topics or sexually suggestive statements in the classroom or work place. An environment may be hostile if unwelcome sexual behavior or other harassing behavior based on a protected status is directed specifically at an individual or if the individual merely witnesses unlawful harassment in his or her immediate surroundings.

The determination of whether an environment is hostile is based on the totality of the circumstances, including such factors as the frequency of the conduct, the severity of the conduct, whether the conduct is humiliating or physically threatening, and whether the conduct unreasonably interferes with an individual's learning or work.

22.4.5 **Relationships**

Romantic or sexual relationships between supervisors and employees, or between administrators, faculty or staff members and students are discouraged. There is an inherent imbalance of power and potential exploitation in such relationships. A conflict of interest may arise if the administrator, faculty or staff member must evaluate the student's or employee's work or make decisions affecting the employee or student. The relationship may create an appearance of impropriety and lead to charges of favoritism by other students or employees. A consensual relationship may change, with the result that sexual conduct that was once welcome becomes unwelcome and harassing. By definition, sexual harassment is not within the course and scope of an individual's employment with the College.

22.4.6 **Academic Freedom with Respect to Sexually Explicit Materials**

A faculty member may use sexually explicit materials or literature in the classroom as a teaching technique to achieve educational objectives or to stimulate dialogue. The faculty member shall state in the course syllabus that such material will be used and the syllabus shall contain a notice to students that they may be excused during the presentation of such materials without consequence to their grade. The faculty member shall also be required to give a copy of the syllabus to the appropriate area dean in addition to the two copies given to the division chair.

To the extent the sexual harassment policy and administrative procedures are in conflict with the College's policy on academic freedom, the sexual harassment policy and procedures shall prevail. Any dispute arising from such conflict shall be resolved by a committee approved by the Superintendent / President. At least 50 percent of this committee shall be comprised of faculty appointed by the Senate.

22.5 **Complaint Procedure for Investigation and Resolution of Claims of Harassment**

22.5.1 **Filing a Complaint**

22.5.1.1 **Complaint Form**

A complaint may be filed directly with the Chancellor's Office using the Chancellor's Office complaint form

(Appendix J). Where a complaint is initially filed with the Chancellor's Office, Title 5 §59329 requires the Chancellor to immediately forward a copy of the complaint to the College for investigation and response.

22.5.1.2 College Complaint Officer

The College will designate an administrator of each gender to act as the College Complaint Officer. Each College Complaint Officer shall be given training, which is current in the proper methods of receiving, investigating, and processing harassment complaints. The Complaint Officer is charged with receiving complaints of sexual or other forms of prohibited harassment, and coordinating the investigation. The accused shall have the right to select which College Complaint Officer oversees the harassment investigation; however, if the complainant prefers the other College Complaint Officer, the two Officers will coordinate with one another on the investigation.

The Complaint Officer may assign the actual investigation to other staff or to an outside person or organization under contract with the College after written notice has been given to the accused and the Association. An outside investigating organization shall be utilized whenever the Complaint Officer is named in the complaint or implicated by the allegations of the complaint.

22.5.1.3 Written Complaint

A student, staff or faculty member who believes he or she has been sexually harassed or harassed based on any other protected status, may make a written or oral complaint to the College Complaint Officer within one year of the date of the alleged harassment, or the date on which the complainant knew or should have known of the facts underlying the complaint.

If the complainant fails or refuses to file a written complaint, the College Complaint Officer shall ask the complainant for permission to tape record his/her statement and if permission is not granted, the College Complaint Officer shall make a written record of the complainant's statement and shall give the complainant an opportunity to sign the statement. Any written record of the complainant's statement shall be in the form of a report and shall be free of subjective interpretation. All complainants must be made

aware that failure to reduce a complaint to writing may be a factor when determining his/her credibility or the severity of his/her complaint in an administrative or judicial hearing. The College shall have no obligation to notify the Chancellor's Office of complaints that have not been placed in writing and signed by the complainant.

Any College employee who receives a harassment complaint shall notify the College Complaint Officer immediately.

22.5.2 Notice to Complainant

The College Complaint Officer shall advise the complainant that he or she need not participate in an informal resolution of the complaint, and that he or she may file a complaint with the Office of Civil Rights of the U. S. Department of Education, the Equal Employment Opportunity Commission or the Department of Fair Employment and Housing. The Complaint Officer shall also notify the Chancellor of the California Community Colleges of the complaint according to the provisions of Ed. Code.

22.5.3 Notice to Accused

The College Complaint Officer will give prompt notice to the person accused of harassment regarding the identity of the complainant, the date, time and place of the alleged incident of harassment, and the nature of the alleged misconduct.

22.5.4 Investigation Process

22.5.4.1 Witness Interviews

The College Complaint Officer shall authorize the investigation of the complaint, and supervise and/or conduct a thorough, prompt and impartial investigation of the complaint.

Prior to commencing any investigation and before interviewing the accused, the Complaint Officer shall notify an accused employee by telephone that a harassment complaint has been lodged against him/her and that s/he is entitled to union representation at any and all meetings with the Complaint Officer or designee, and without divulging names and/or the specifics of the matters in issue, the Complaint Officer shall also immediately notify the President or designee of the employee's union by telephone to alert the union that the employee may need assistance

with regard to a harassment complaint. Within one (1) working day of notice to the accused employee and his/her respective union, or as soon thereafter as possible, the Complaint Officer shall re-contact the accused employee to set a date and time to meet with the accused employee. The College Complaint Officer shall meet with the accused before interviewing any witnesses. At this meeting, the accused shall have the right of Association representation as provided in this section.

The investigation will include interviews with the complainant, persons who may have relevant knowledge concerning the complaint and the accused harasser. The accused and the complainant may recommend witnesses to be interviewed. The process may include interviews with victims of similar conduct.

22.5.4.2 Analysis of Information Gathered

The Complaint Officer will review the factual information gathered through the investigation to determine whether the alleged conduct constitutes harassment giving consideration to all factual information and the totality of the circumstances, including the nature of the conduct and the context in which the alleged incidents occurred.

22.5.4.3 Written Report

The Complaint Officer will prepare a written report that sets forth the results of the investigation. The written report shall include a description of the circumstances giving rise to the complaint, a summary of the testimony of each witness, an analysis of any relevant data or other evidence collected during the investigation, a specific finding as to whether harassment did or did not occur with response to each allegation in the complaint, and any other appropriate information.

22.5.4.4 Notice to Complainant and Accused

Within ninety (90) days from the date the College received the written complaint or reduced the complainant's verbal allegations to writing, the Complaint Officer will provide the complainant and the accused with a summary statement of the findings. The summary statement will also include the determination of the Complaint Officer as to whether harassment did or did not occur with respect to the

allegations in the complaint, the proposed resolution to the complaint, a statement regarding action taken, if any, and notice of the complainant's right to appeal to the College's Board of Trustees and the State Chancellor's Office.

22.5.5 Appeal Process

22.5.5.1 Board of Trustees

If the complainant is not satisfied with the result of the Complaint Officer's determination, s/he may within fifteen days, submit a written appeal to the Board of Trustees.

The Board of Trustees shall review the original complaint, the investigative report, the Complaint Officer's decision and the appeal documents. The Board shall issue a written decision within forty-five (45) days after receiving the written appeal. A copy of the decision rendered by the Board shall be forwarded to the complainant and to the State Chancellor's Office. The decision shall also include notice to the complainant of the right to appeal.

22.5.5.2 Notice to the Chancellor's Office

Within 150 days of receiving a written complaint, the College shall forward to the State Chancellor's Office the complaint, investigative report, notice to the complainant and accused of the final decision of the Complaint Officer, the decision of the Board of Trustees or the date upon which the decision of the Complaint Officer became final, and a copy of the notice to the complainant of his or her appeal rights. If, due to circumstances beyond its control, the College is unable to comply with the 150-day deadline for submission of materials, the College may file a written request with the Chancellor's Office, within ten (10) days of the deadline, for an extension of time to submit the documents. As set forth in Section 22.5.1.2, the College has no obligation to notify the Chancellor's Office of complaints that have not been placed in writing and signed by the complainant.

22.5.5.3 Appeal to State Chancellor's Office

The complainant may file a written appeal with the State Chancellor's Office within thirty (30) days of the Board of Trustee's decision or the date the Complaint Officer's decision is deemed approved. The appeal to the Chancellor's Office shall be processed pursuant to the provisions of the California Code of Regulations, Title 5, Section 59350.

22.5.6 Remedial Action

22.5.6.1 Conclusions

If the College concludes that the charge of harassment is meritorious, it will provide timely notification to the accused of any corrective action proposed by the College.

22.5.6.2 Discipline

If harassment occurred, the College shall take disciplinary and/or remedial action against the harasser. The action will be prompt and commensurate with the severity of the offense. If discipline is imposed, the nature of the disciplinary action will not be communicated to the complainant.

Disciplinary actions against faculty, staff and students will conform to all relevant statutes, regulations, personnel policies and procedures, including the provisions of any applicable collective bargaining agreement.

22.5.6.3 Right to Grieve

A faculty member accused of harassment shall have the right to file a grievance in accordance with Article XVII "Grievance Procedures" regarding violations of or misapplications of interpretations of this procedure. Mediation shall be mandatory for grievances filed under "Harassment Complaint Procedures" if requested by either the College or the Association prior to selecting an arbitrator to hear the grievance. The parties agree to use the State Mediation and Conciliation Service to mediate the dispute. The mediation will be conducted as confidential settlement negotiations such that if the parties fail to reach agreement none of the information or proposals exchanged in the mediation may be used in any subsequent arbitration hearing.

22.5.6.4 Confidentiality and Prohibition of Retaliation

The College shall take reasonable steps to ensure the confidentiality of the investigation and to protect the privacy of all parties. The College shall also take reasonable steps to protect the complainant from further harassment and to protect the complainant from retaliation as a result of filing the complaint. The College shall take reasonable actions to ensure that neither the accused person nor the accuser, nor his/her representative, shall engage in

any retaliation or intimidation toward each other or the witnesses. The College shall make every effort and take all necessary steps in order to protect personnel from the consequences of false accusations relating to sexual harassment.

22.5.7 **Dissemination of Policy and Procedures**

The College's policy and procedures related to harassment will be provided to all students, faculty members, administration and staff, and will be posted in each department office on campus.

At the time of initial hire, employees will be supplied with a copy of the current harassment policy and harassment complaint procedure of the District; and they will sign a statement (Appendix I) acknowledging that they have received the policy and procedures. The signed statement will be placed in the employee's personnel file. In addition, the most current policy and procedures will be incorporated into the College's General Catalog and orientation materials for new students.

22.5.8 **Training**

Training of faculty and staff should be conducted annually emphasizing the prohibition of harassment in the classroom and work environment and should include a review of the Board Policy 3430, Prohibition of Harassment and the Harassment Complaint Procedures as outlined in Article XXII.

ARTICLE XXIII

Professional Responsibilities

23.1 **Census Dates**

The District will publish the semester census dates in each Schedule of Classes publication and the Academic Calendar. The dates will be clearly visible to readers. The Office of Academic Services will notify and remind faculty in a timely manner of any and all census dates.

23.2 **Absence Report**

A Report of Absence Form is to be submitted to the District if a faculty member is absent from a required duty. The form is to be submitted to the Area Dean by the 10th of the month following the return from absence. If proof of delivery is wanted, the form maybe scanned and sent to the Area Dean. After processing by the District, a copy of the completed form will be resumed to the faculty member for verification. This copy will be included in the envelope of the first pay warrant that is received following the submission of the absence form.

23.3 **Course Syllabus**

The expectation is that faculty will provide each student with a course syllabus on the first day of instruction. Each semester a faculty member will submit to the District a course syllabus for each class taught. Only one syllabus will be required for multiple sections of the same class. Course syllabi will be submitted to the area dean no later than the Friday of the second week of instruction of each semester, or for short term classes by the census date. If proof of delivery is wanted, course syllabi may be submitted to the dean electronically.

23.4 **First Day Class Roster**

On class rosters the District will cross reference students who enroll in one class that has more than one course registration number (CRN). More than one CRN is typical of a class which has an accompanying lab. First day rosters are to be submitted to the Admissions and Records Office. This maybe done by depositing in the Admissions and Records Office mail compartment, delivered to the Admissions and Records Office, or if proof of delivery is wanted, they maybe submitted electronically. No signatures are required on first day rosters. First day rosters will be due no later than the Friday of the second week of instruction, or for short term classes or classes that meet only once a week, will be due no later than the day of the third class meeting. First day class rosters will indicate students who have never attended that section of the class (see §23.11).

23.5 Final (Permanent) Roster

Permanent rosters will be submitted to the Admissions and Records Office by any one of the methods described for submission of first day class rosters. No signatures are required for permanent rosters (roll sheets). Final rosters will be due no later than the day of the census date.

23.6 Final Grades

Final grades shall be submitted to the Office of Admissions and Records. For classes which meet the length of the entire semester, final grades will be due no later than two (2) business days following the last day of scheduled finals for the semester. For short term classes, final grades will be due no later than two (2) business days following the last scheduled class meeting. Final grade sheets for each class will require a hard copy signed by the instructor of record.

23.7 Work Experience Form

A faculty member who is acting as the instructor of record for work experience students shall submit to the District a Measurable Learning Objectives Form. This form will be due at the time of submission of final grade sheets.

23.8 Office Hour Schedule

The District will ensure that our institutional software will be able to receive the input of an office hour schedule from any faculty member in an efficient manner. The District will also ensure that each faculty member will be able to retrieve, display, and print a report showing his or her class and office hour schedule. When the software procedures are approved by the Association, office hour schedules will be submitted to the Office of Academic Services at the time of class selection. Office hours may be changed by the faculty member with prior notification to both area dean and affected students. Participation in scheduled office hours is part of a bargaining unit member's compensated duties. Absence from any office hour that has not been rescheduled or otherwise fulfilled will be subject to the submission of an absence report.

23.9 Positive Attendance Rosters

The District will make every attempt to monitor positive attendance by automation. However, in each class in which positive attendance of students is not automated, the District will supply or make available, attendance rosters for the instructor of record. The instructor of record will maintain the positive attendance roster. The completed roster is due at the time of submission of the final grade sheets for the class. While accuracy of the positive attendance roster is desirable, it is not within the scope of this Professional Responsibilities section.

23.10 Wait List and Student Enrollment

Commencing with the first class meeting, faculty will enroll students in available slots in priority order from the official class wait list. The priority for enrollment shall follow the numerical order of the class wait list.

- 23.10.1 For purposes of this section, an available slot is an opening in the class either due to a first day no-show student or because the instructor has elected to establish additional openings in the class.
 - 23.10.2 It is the responsibility of the District to generate and distribute a class wait list to the instructor. The District will ensure that each student on a wait class list will have satisfied all requirements, including any prerequisites, for enrollment in the class.
 - 23.10.3 Placement of a student on a wait list shall be the responsibility of the District. The method of placement shall be fair, consistent, and uniform.
 - 23.10.4 The maximum default number of students to be placed on a wait list shall initially be set as 10 students. At the time of class selection the instructor of record, at his or her discretion, may increase or decrease this number. However, the minimum number shall be 5 students.
 - 23.10.5 An instructor has the option of removing a student from the wait list if that student fails to attend the first class meeting. Once the wait list is exhausted and all students on the wait list have been addressed, either by removal or enrollment, the instructor may enroll additional students by a method of his or her own design.
 - 23.10.6 The expectation is that each instructor will explain the class wait list procedure during the first class meeting.
- 23.11 **Never-in-Class Student Drop**
- For the purpose of this section, a never-in-class student is defined as a student who appears on a class roster, but who has never attended the class.
- 23.11.1 When a faculty member identifies a student as a first day no-show, it shall be the responsibility of the District to drop this non-attending student. Typically, identification of a first day no-show is by means of a check mark next to the student's name on the First Day Class Roster which is submitted to the Admissions and Records Office.
 - 23.11.2 For any other never-in-class student who was not identified as a first day no-show, it shall be the responsibility of the instructor of record to initiate the student drop. Such drop will be submitted to Admissions and Records Office on or before the census date.
 - 23.11.3. With the exception of dropping never-in-class students as outlined above, the policy for dropping other students shall be according to the drop policy established by the instructor of record, and included in the class syllabus.

23.12 Campus Committee Work

When requested by the Association or Academic Senate, faculty members recognize the importance of serving as a member of a committee. A faculty member so requested has the right to decline for personal or other reasons.

ARTICLE XXIV

Division Chair Duties and Responsibilities

- 24.1 The Division Chair of each division shall be elected as per the provisions of Article 25.2 of the Master Agreement. Once notified of the election results, the Superintendent/President, or his or her designee will appoint the electee. A newly elected division chair will give a report to the Board of Trustees at a regularly scheduled meeting. The report will include a brief description of expected goals to be accomplished.
- 24.2 Each Division Chair shall report to the appropriate Academic or Student Services Dean, or an interim administrator as identified by the Superintendent/President. In reference to special areas of concern relayed by faculty members whom they represent, each Division Chair will act as an advisor and consultant to the administration.
- 24.3 The following are representational duties and responsibilities of Division Chairs. It is to be emphasized that these duties are representational, not supervisory in nature and intent. By design, the duties of Division Chairs are to foster and assist in representing to administration information, concerns, and goals of the members of the division. The duties referenced in this Article do not authorize any supervision of full-time faculty by Division Chairs.
- 24.3.1 **Coordination**
- The Division Chair will:
- 24.3.1.1 Act as the liaison between the administration and members of the division. The Division Chair will communicate information from Instructional Council to members of the division, as well as relay information, concerns, and goals from members of the division to the Instructional Council.
 - 24.3.1.2 Advise members of the division of District policy and procedures.
 - 24.3.1.3 Assist faculty and staff with their respective continuing professional growth.
 - 24.3.1.4 Foster democratic processes which encourage input and cooperation. The specifics of this democratic process shall be developed by full time faculty of the division, and forwarded by the Division Chair to the Dean.
 - 24.3.1.5 Represent the College to the community.
 - 24.3.1.6 Coordinate division committees.

- 24.3.1.7 Facilitate the division program review self-study process and annual updates.
- 24.3.1.8 Facilitate the division process for the assessment of student learning outcomes.
- 24.3.1.9 Assist in the promotion of dialogue between a student and instructor when there is a complaint. This assistance will be advisory only and will attempt to informally resolve the issue at the lowest level possible.

24.3.2 **Scheduling**

It is acknowledged by both the District and the Association that scheduling shall be according to Article VIII of the Master Agreement. However, with respect to the academic schedule, the Division Chair will:

- 24.3.2.1 Facilitate faculty input to schedule building.
- 24.3.2.2 Facilitate the course selection process according to this collective bargaining agreement.
- 24.3.2.3 Recommend and advise the Dean of the sequence of courses in majors and programs comprising a curriculum, and to assist in its coordination if other divisions are involved.

24.3.3 **Operations**

The Division Chair will:

- 24.3.3.1 Schedule a division meeting when necessary.
- 24.3.3.2 Present proposals to the division for recommendation or action as requested by the Dean.
- 24.3.3.3 Report a problem as noted by members of the division, that may impair programs of the College.
- 24.3.3.4 Solicit volunteers for study and/or research committees within the division whenever deemed advisable and report the activities, findings, and/or recommendations to the Dean.
- 24.3.3.5 Complete and submit reports that may be requested by the Dean, and which are pertinent to the operation of the division.
- 24.3.3.6 Assist in maintaining division documents and in the completion and submission of official records of the division.

- 24.3.3.7 Assist and advise members of the division in the preparation and monitoring of the division budget and on the purchase of technical or instructional materials.
- 24.3.3.8 Assist in supplying information needed for the preparation of ordering division equipment and supplies.
- 24.3.3.9 Assist in completing the annual inventory of all division equipment and supplies.
- 24.3.3.10 Assist the Dean with his or her role in the management, development, modification, security, maintenance, and repair of the division physical plant.

24.3.4 **Instruction**

The Division Chair will:

- 24.3.4.1 Facilitate the division curriculum committee in carrying out its responsibilities
- 24.3.4.2 Bring to the division faculty and staff, available statistical data and information provided by the dean, which may impact curricular changes.
- 24.3.4.3 Assist in the coordination of the sequencing of courses within and between departments.
- 24.3.4.4 For un-staffed classes, place textbook orders through the bookstore based upon the recommendation of department faculty who typically teach the course.
- 24.3.4.5 When notified by the bookstore manager of delinquent textbook orders, assist the assigned instructor in completing the order.
- 24.3.4.6 Assist in the formulation of adequate testing materials for both placement and evaluation of students within division courses.

24.3.5 **Personnel**

The Division Chair will:

- 24.3.5.1 Assist the Division Dean in prioritizing the needs of the division to maintain a well-qualified staff. This prioritization will reflect the recommendations of the members of the division. If an opening becomes available in the division, the Division Chair, upon recommendation and advice of members of the division, will assist the Dean of Human Resources in developing a job description and announcement.

- 24.3.5.2 Assist in implementing the hiring process, as stipulated in this Master Agreement, for all division faculty.
 - 24.3.5.3 Assist the Dean in the evaluation process of adjunct faculty of the division.
 - 24.3.5.4 Assist the Dean in the evaluation process of division classified personnel.
 - 24.3.5.5 Provide orientation for new staff members in division related matters.
- 24.4 Secretarial assistance and support will be provided so these Division Chair duties can be met.
- 24.5 The College commits to carrying out the business of the College so that Division Chair duties can be accomplished during the faculty work year. On rare but essential occasions, Division Chair duties may need to be performed between the spring and fall semesters. These duties may be performed by a volunteer designee identified by the Division Chair. Said designee must be a full time faculty member of the division.
- 24.6 Any alleged violation of Division Chair representational duties or responsibilities stated within this Article are subject to discussions between the District and Association before proceeding to any disciplinary level.

ARTICLE XXV

Miscellaneous

- 25.1 Any contract between the District and an individual unit member shall be consistent with the terms and conditions of this Agreement.
- 25.2 Each division chair will be elected for a three (3) year term. Election will be by majority vote of members of the respective division and ratified by the Board of Trustees.
- 25.2.1 Any one bargaining unit member shall be limited to two (2) consecutive terms starting with the 1997-98 academic year.
- 25.3 **Seniority Rights of Retreating Administrators**
- 25.3.1 An administrator who retreats to a faculty position shall be given seniority credit in the faculty position for service rendered in his or her administrative position(s), subject to the following qualifications:
- 25.3.1.1 The employee was in a regular or contract faculty position with the District prior to service as an administrator.
- 25.3.1.2 The employee has been continuously employed by the District as a faculty member an administrator.
- 25.3.2 An employee who meets the qualifications set forth immediately above shall be entitled to the following seniority credits:
- 25.3.2.1 For placement on the faculty salary schedule, including the longevity steps, the employee shall receive one year of step credit on the faculty salary schedule and all other privileges and entitlements of faculty service relating to seniority for each full year of service as an administrator.
- 25.3.3 The retreat rights of an administrator never employed in a regular or contract faculty position at COS shall be determined by law.
- 25.4 The following designations will apply to faculty members.
- Assistant Professor:** A temporary faculty member
- Associate Professor:** A contract faculty member (tenure track, but not tenured)
- Full Professor:** A regular faculty member (tenured faculty member)
- Professor Emeritus:** A retired faculty member
- 25.5 The District and COSTA agree the College email system (which includes regular email and SharePoint) shall be the “official channel of communication” between administration and faculty members in conducting college-related business.

ARTICLE XXVI
Term of Contract

- 26.1 The term of this Agreement shall be from the date of ratification until June 30, 2019.
- 26.1.1 For the 2018-2019 academic years, salary (Article IX) shall be an automatic opener and with the exception of Article X (Employee Benefits), each party shall have the option of opening up two (2) additional articles. Each party will sunshine opener Articles on or before March 1 of the appropriate year.
- 26.2 Not later than April 15, 2019, the parties shall be provided the opportunity to commence negotiations for a successor Collective Bargaining Agreement. Sunshining of the initial proposals shall occur by March 1, 2019 in order to comply with this Section.
- 26.3 If by June 30, 2019, a successor to this Agreement has not been executed, then this Agreement shall continue to remain in full force and effect until a successor Agreement is duly executed.
- 26.4 The preceding Agreement has been accepted by the College of the Sequoias Community College District Administration, its Board of Trustees, and the College of Sequoias Teacher’s Association.

FOR THE ASSOCIATION: *Signatures on File*

FOR THE DISTRICT: *Signatures on File*

Paul Tidwell, COSTA President

Stan Carrizosa, Superintendent/President

Lisa Greer, COSTA Grievance Chair

Brent Calvin, VP, Student Services

Kevin Picciuto, COSTA Negotiation Team

Jennifer Vega La Serna, VP, Academic Services

Frank Tebeau, COSTA Negotiation Team

John Bratsch, Dean, Human Resources/Legal Affairs

Ed Sense, COSTA Negotiation Team

Tom Weise, COSTA Negotiation Team

Appendix



Full-Time Equivalent

Full-Time Equivalent (FTE) 80% Lab Conversion		
Contact Hours	Lecture	Laboratory
1	0.0667	0.0533
2	0.1333	0.1067
3	0.2000	0.1600
4	0.2667	0.2133
5	0.3333	0.2667
6	0.4000	0.3200
7	0.4667	0.3733
8	0.5333	0.4267
9	0.6000	0.4800
10	0.6667	0.5333
11	0.7333	0.5867
12	0.8000	0.6400
13	0.8667	0.6933
14	0.9333	0.7467
15	1.0000	0.8000
16	1.0667	0.8533
17	1.1333	0.9067
18	1.2000	0.9600
19	1.2667	1.0133
20	1.3333	1.0667
21	1.4000	1.1200
22	1.4667	1.1733
23	1.5333	1.2267
24	1.6000	1.2800
25	1.6667	1.3333
26	1.7333	1.3867
27	1.8000	1.4400
28	1.8667	1.4933
29	1.9333	1.5467
30	2.0000	1.6000

Full-Time Equivalent (FTE) 70% Activity Conversion		
Contact Hours	Lecture	Activity
1	0.0667	0.0467
2	0.1333	0.0933
3	0.2000	0.1400
4	0.2667	0.1867
5	0.3333	0.2333
6	0.4000	0.2800
7	0.4667	0.3267
8	0.5333	0.3733
9	0.6000	0.4200
10	0.6667	0.4667
11	0.7333	0.5133
12	0.8000	0.5600
13	0.8667	0.6067
14	0.9333	0.6533
15	1.0000	0.7000
16	1.0667	0.7467
17	1.1333	0.7933
18	1.2000	0.8400
19	1.2667	0.8867
20	1.3333	0.9333
21	1.4000	0.9800
22	1.4667	1.0267
23	1.5333	1.0733
24	1.6000	1.1200
25	1.6667	1.1667
26	1.7333	1.2133
27	1.8000	1.2600
28	1.8667	1.3067
29	1.9333	1.3533
30	2.0000	1.4000

Full-Time Equivalent (FTE) 50% Noncredit Conversion		
Contact Hours	Lecture	Noncredit
1	0.0667	0.0333
2	0.1333	0.0667
3	0.2000	0.1000
4	0.2667	0.1333
5	0.3333	0.1667
6	0.4000	0.2000
7	0.4667	0.2333
8	0.5333	0.2667
9	0.6000	0.3000
10	0.6667	0.3333
11	0.7333	0.3667
12	0.8000	0.4000
13	0.8667	0.4333
14	0.9333	0.4667
15	1.0000	0.5000
16	1.0667	0.5333
17	1.1333	0.5667
18	1.2000	0.6000
19	1.2667	0.6333
20	1.3333	0.6667
21	1.4000	0.7000
22	1.4667	0.7333
23	1.5333	0.7667
24	1.6000	0.8000
25	1.6667	0.8333
26	1.7333	0.8667
27	1.8000	0.9000
28	1.8667	0.9333
29	1.9333	0.9667
30	2.0000	1.0000

Academic Salary Schedule 2017-2018A

Effective: August 1, 2017

Step	I	II	III	IV	V
1	53,436.71	57,206.35	60,840.46	64,585.96	68,355.61
2	55,744.92	59,126.73	62,896.40	66,894.17	70,525.60
3	57,434.49	61,319.56	65,203.28	69,201.05	72,946.54
4	59,742.72	63,513.71	67,624.20	71,509.27	75,368.84
5	61,684.58	65,934.65	69,932.43	73,679.26	77,905.21

6	63,992.79	67,876.52	71,989.71	76,215.63	80,213.42
7	65,934.65	70,045.17	74,295.24	78,178.96	82,292.17
8	67,876.52	72,102.43	76,352.52	80,487.19	84,828.51
9	70,045.17	74,295.24	78,294.36	83,136.26	87,249.48
10	72,102.43	76,604.80	80,602.58	85,056.66	89,191.32
11	74,295.24	78,773.45	83,136.26	87,501.77	91,612.26
12	76,352.52	80,602.58	85,330.44	89,671.76	93,921.83
13	78,294.36	83,136.26	87,501.77	91,864.55	96,342.79
14	80,487.19	85,056.66	89,556.35	94,171.44	99,128.75
15	82,634.35	87,501.77	91,864.55	96,455.50	101,186.03
16					
17					
18					

19	84,589.64	89,457.03	93,819.84	98,409.44	103,141.29
20					
21					
22					

23	86,543.58	91,410.97	95,775.11	100,364.72	105,095.24
27	88,274.73	93,240.12	97,690.15	102,372.33	107,198.12
28					
29					
30					

31	90,613.84	95,710.70	100,278.84	105,084.52	110,037.79
32					
33					
34					
35	104,205.90	110,067.29	115,320.66	120,847.19	126,543.45

Class Definitions	
Class I*	[a] BA, or [b] Special Secondary Credential, or [c] Vocational Credential (partial fulfillment)
Class II	[a] BA + 30 semester units, or [b] General Secondary Credential, or [c] Permanent Vocational Credential
Class III	[a] MA, or [b] BA + 45 semester units, or [c] Vocational Credential plus AA
Class IV	[a] MA + 60 units beyond the BA, or [b] Vocational Credential + BA or BVE
Class V*	[a] MA + 75 semester units beyond BA, or [b] Vocational Credential + MA or MVE or, [c] Doctorate
*	Only those collegiate units may be counted which were taken subsequent to the awarding of the bachelor's degree or equivalent
**	Must have at least a master's degree or equivalent

Full time COS faculty members with earned doctorates or two (2) earned Masters will receive the following year stipend: \$2,277.20 (This amount shall increase at same % as Academic Salary Schedule)	
A	Newly hired faculty will be given full credit for past teaching experience, not to exceed a maximum of five (5) years.
B	Eligibility for placement at Step 19, academic faculty must have received compensation at Step 15 for a period of not less than four (4) years.
C	In order to become eligible for placement at Step 23, academic faculty must have received compensation at Step 15 and 19 for a period of not less than eight (8) years.
D	In order to become eligible for placement at Step 27, academic faculty must have received compensation at Step 15, 19 and 23 for a period of not less than twelve (12) years.
E	In order to become eligible for placement at Step 31, academic faculty must have received compensation at Step 15, 19, 23 and 27 for a period of not less than sixteen (16) years.
F	In order to become eligible for placement at Step 35, academic faculty must have been on the current last step of the Academic Salary Schedule for at least four (4) years to be eligible for a Service Appreciation Longevity Step.

Faculty Academic Overload Salary Schedule 2017-2018A

College of the Sequoias

Effective: August 2017

Lecture / Non-classroom			D	E	F
First Year	1	51.97	54.56	57.28	
Second Year	2	53.27	55.93	58.72	
Third Year	3	54.59	57.31	60.19	
Fourth Year	4	55.96	58.75	61.69	
Fifth Year	5	57.36	60.22	63.24	

Laboratory / Activity			D	E	F
First Year	1	48.81	51.24	53.80	
Second Year	2	50.02	52.53	55.15	
Third Year	3	51.27	53.84	56.53	
Fourth Year	4	52.56	55.18	57.93	
Fifth Year	5	53.87	56.56	59.39	

D	less than Bachelor's Degree
E	BA or BS
F	MA and above (MD, DDS, JD)

FACULTY SERVICE AREAS
College of the Sequoias

Agriculture
ASL
Biology
Business
English
ESL
Fine Arts
Foreign Language
Health
Industry and Home Economics
Interdisciplinary
Journalism
Mathematics
Non-teaching
Nursing
Physical Education
Physical Science
Social Science
Technology

APPENDIX D

ASL	ESL	I & T	NURSING
American Sign Language	ESL	Air Conditioning Auto Mechanics Building Codes and Regulations Cabinet Making Carpentry Construction Technology Drafting Electronics Technology Sheet Metal Welding	Clinical Practice Licensed Vocational Nursing Nursing Nursing Ancillaries Nursing Science
Agriculture	Fine Arts	Interdisciplinary	Physical Education
Agricultural Business Engineering Agricultural Production Equine Science Ornamental Horticulture Computer Applications	Art Dance Drama/Theatre Arts Music Photography Speech	Biology English Education Ethnic Studies History Human Development Human Services Nursing Sociology Women's Studies Cooperative Education	Physical Education Recreation Administration Sports Medicine
Biology	Foreign Language	Journalism	Physical Science
Biological Sciences	Foreign Languages	Journalism Mass Communication	Astronomy Chemistry Engineering Geology/Earth Science Physical Science Physics
Business	Health	Mathematics	Social Science
Accounting Business Business Law Computer Applications Computer Science Management Office Management Paralegal	Health Health Services Nursing	Mathematics	Administration of Justice Anthropology Economics Ethnic Studies Geography History Humanities Philosophy Political Science Psychology Religious Studies Sociology Social Science
English	Home Economics	Non-Teaching	
English Literature Reading	Child Development Cosmetology Family and Consumer Studies Fashion Design Food Technology Merchandising	Counseling Library Science	

LARGE CLASS SIZE LOAD FACTORS / FTE EQUIVALENTS

Class Size	Load Factors														
	FTE Equivalent for Lecture Contact Hours														
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15.00
1 - 50	0.0667	0.1333	0.2000	0.2667	0.3333	0.4000	0.4667	0.5333	0.6000	0.6667	0.7333	0.8000	0.8667	0.9333	1.00
51 - 60	0.0733	0.1467	0.2200	0.2933	0.3667	0.4400	0.5133	0.5867	0.6600	0.7333	0.8067	0.8800	0.9533	1.0267	1.10
61 - 70	0.0800	0.1600	0.2400	0.3200	0.4000	0.4800	0.5600	0.6400	0.7200	0.8000	0.8800	0.9600	1.0400	1.1200	1.20
71 - 80	0.0867	0.1733	0.2600	0.3467	0.4333	0.5200	0.6067	0.6933	0.7800	0.8667	0.9533	1.0400	1.1267	1.2133	1.30
81 - 90	0.0933	0.1867	0.2800	0.3733	0.4667	0.5600	0.6533	0.7467	0.8400	0.9333	1.0267	1.1200	1.2133	1.3067	1.40
91 - 100	0.1000	0.2000	0.3000	0.4000	0.5000	0.6000	0.7000	0.8000	0.9000	1.0000	1.1000	1.2000	1.3000	1.4000	1.50
101 - 110	0.1067	0.2133	0.3200	0.4267	0.5333	0.6400	0.7467	0.8533	0.9600	1.0667	1.1733	1.2800	1.3867	1.4933	1.60
111 - 120	0.1133	0.2267	0.3400	0.4533	0.5667	0.6800	0.7933	0.9067	1.0200	1.1333	1.2467	1.3600	1.4733	1.5867	1.70
121 - 130	0.1200	0.2400	0.3600	0.4800	0.6000	0.7200	0.8400	0.9600	1.0800	1.2000	1.3200	1.4400	1.5600	1.6800	1.80
131 - 140	0.1267	0.2533	0.3800	0.5067	0.6333	0.7600	0.8867	1.0133	1.1400	1.2667	1.3933	1.5200	1.6467	1.7733	1.90
141 - 150	0.1333	0.2667	0.4000	0.5333	0.6667	0.8000	0.9333	1.0667	1.2000	1.3333	1.4667	1.6000	1.7333	1.8667	2.00
151 - 160	0.1400	0.2800	0.4200	0.5600	0.7000	0.8400	0.9800	1.1200	1.2600	1.4000	1.5400	1.6800	1.8200	1.9600	2.10
161 - 170	0.1467	0.2933	0.4400	0.5867	0.7333	0.8800	1.0267	1.1733	1.3200	1.4667	1.6133	1.7600	1.9067	2.0533	2.20
171 - 180	0.1533	0.3067	0.4600	0.6133	0.7667	0.9200	1.0733	1.2267	1.3800	1.5333	1.6867	1.8400	1.9933	2.1467	2.30
181 - 190	0.1600	0.3200	0.4800	0.6400	0.8000	0.9600	1.1200	1.2800	1.4400	1.6000	1.7600	1.9200	2.0800	2.2400	2.40
191 - 200	0.1667	0.3333	0.5000	0.6667	0.8333	1.0000	1.1667	1.3333	1.5000	1.6667	1.8333	2.0000	2.1667	2.3333	2.50
201 - 210	0.1733	0.3467	0.5200	0.6933	0.8667	1.0400	1.2133	1.3867	1.5600	1.7333	1.9067	2.0800	2.2533	2.4267	2.60
211 - 220	0.1800	0.3600	0.5400	0.7200	0.9000	1.0800	1.2600	1.4400	1.6200	1.8000	1.9800	2.1600	2.3400	2.5200	2.70
221 - 230	0.1867	0.3733	0.5600	0.7467	0.9333	1.1200	1.3067	1.4933	1.6800	1.8667	2.0533	2.2400	2.4267	2.6133	2.80
231 - 240	0.1933	0.3867	0.5800	0.7733	0.9667	1.1600	1.3533	1.5467	1.7400	1.9333	2.1267	2.3200	2.5133	2.7067	2.90
241 - 250	0.2000	0.4000	0.6000	0.8000	1.0000	1.2000	1.4000	1.6000	1.8000	2.0000	2.2000	2.4000	2.6000	2.8000	3.00
251 - 260	0.2067	0.4133	0.6200	0.8267	1.0333	1.2400	1.4467	1.6533	1.8600	2.0667	2.2733	2.4800	2.6867	2.8933	3.10
261 - 270	0.2133	0.4267	0.6400	0.8533	1.0667	1.2800	1.4933	1.7067	1.9200	2.1333	2.3467	2.5600	2.7733	2.9867	3.20
271 - 280	0.2200	0.4400	0.6600	0.8800	1.1000	1.3200	1.5400	1.7600	1.9800	2.2000	2.4200	2.6400	2.8600	3.0800	3.30
281 - 290	0.2267	0.4533	0.6800	0.9067	1.1333	1.3600	1.5867	1.8133	2.0400	2.2667	2.4933	2.7200	2.9467	3.1733	3.40
291 - 300	0.2333	0.4667	0.7000	0.9333	1.1667	1.4000	1.6333	1.8667	2.1000	2.3333	2.5667	2.8000	3.0333	3.2667	3.50

COLLEGE OF THE SEQUOIAS

VISION BENEFITS

SCHEDULE OF ALLOWANCES	FEES
Single vision lenses (glass or plastic)	\$100.00
Bifocal lenses (glass or plastic)	\$145.00
Trifocal lenses (glass or plastic) (verilux lens)	\$155.00
7.25 diopter or more high-powered lenses	\$15.00
Aphakiamonofocal – plastic/aspheric	\$125.00
Aphakiamultifocal – plastic/aspheric	\$200.00
Lenticular (myodisc) monofocal	\$125.00
Lenticular (myodisc) multifocal	\$200.00
Prism 1 ½ to 4 diopters	\$14.00
Prism 4 ½ to 7 diopters	\$40.00
Prism 8 to 10 diopters	\$40.00
Slab off prism	\$75.00
Frame	\$130.00
Contact lenses (hard) — medically necessary	\$200.00
Contact lenses (soft) — medically necessary	\$250.00
Contact lenses (hard/soft) — convenience or cosmetic	\$120.00
DENTAL BENEFITS	
Maximum annual dental coverage	\$1,800.00

Full-Year Sabbatical Leave of Absence Contract
College of the Sequoias

This is an agreement between the **College of the Sequoias Community College District** (hereinafter referred to as District) and **Name Instructor** (hereinafter referred to as Faculty Member).

The District and Faculty Member agree as follows:

1. Faculty Member occupies a position requiring certification qualifications.
2. Faculty Member has rendered not less than six (6) years of service to the District immediately preceding the granting of the sabbatical leave of absence.
3. Faculty Member has made application for a _____ (*work toward a higher degree, study and/or research, curriculum planning, travel*) sabbatical leave of absence.
4. Such leave is to take place from _____ to _____.
5. Sabbatical leaves of absence are governed by Education Code sections 87767, 87768, 87769, 87769.5, 87770 through 87775, as well as Board Policy 5045 and Section 12.5 of the Master Agreement between the District and the College of the Sequoias Teachers Association.
6. Faculty Member shall receive percent of his/her full salary plus benefits for the full-year sabbatical leave of absence or \$ _____. The District shall pay said salary amount in ten (10) equal monthly payments in the same manner as regular faculty are paid. No reduction in Faculty Member’s fringe benefits or sick leave entitlement shall occur during the period of the sabbatical leave.
7. At the expiration of the sabbatical leave of absence, Faculty Member shall render service to the District for a period of at least one (1) year, or a period which is at least twice the length of the sabbatical leave. Faculty Member acknowledges and understands that at the expiration of the sabbatical leave, Faculty Member, unless s/he otherwise agrees, shall be reinstated in the position held by him or her at the time of the granting of the leave of absence.
8. At least one month prior to the commencement of a sabbatical leave, the District requires the Faculty Member to furnish a bond in an amount equal to the salary to be received during the sabbatical leave, or other security such as a Promissory Note, suitable to the District and indemnifying the District against all losses in the event the Faculty Member fails to render service to the District for the agreed upon period set forth above following the return of the Faculty Member from the sabbatical leave. When Faculty Member has completed his/her service to the District after the sabbatical, District will reimburse Faculty Member for one-half the cost of the bond.
9. Faculty Member shall perform service of a professional nature as delineated in the attached sabbatical leave proposal.
10. Faculty Member, upon return from the leave, is required to submit a written report which narrates his/her experiences/activities during the sabbatical. The report will include the evaluation of the sabbatical project as laid out in the sabbatical proposal. Two copies of this report will be submitted to the Faculty Enrichment Committee, one to be filed in the library. In addition, Faculty Member will make two presentations of this information, one to the Board of Trustees and one to faculty.
11. Faculty Member shall make no change in the approved sabbatical plan without advance approval of the Faculty Enrichment Committee.
12. Faculty Member agrees that his/her failure to return to duty and render service as required in Paragraph 7, or his/her failure to follow the procedures set forth in Paragraphs 10 and 11, shall obligate Faculty Member to reimburse the District for all salary paid Faculty Member during the sabbatical leave, and any and all further costs incurred by the District during the leave on Faculty Member’s behalf, including, but not limited to, the cost of providing benefits to Faculty Member during the leave.

	College of the Sequoias Community College District
EMPLOYEE’S SIGNATURE	BY:
DATE	SUPERINTENDENT/PRESIDENT
	DATE

One Semester Sabbatical Leave of Absence Contract
College of the Sequoias

This is an agreement between the **College of the Sequoias Community College District** (hereinafter referred to as District) and **Name Instructor** (hereinafter referred to as Faculty Member).

The District and Faculty Member agree as follows:

1. Faculty Member occupies a position requiring certification qualifications.
2. Faculty Member has rendered not less than six (6) years of service to the District immediately preceding the granting of the sabbatical leave of absence.
3. Faculty Member has made application for a _____ (*work toward a higher degree, study and/or research, curriculum planning, travel*) sabbatical leave of absence.
4. Such leave is to take place from _____ to _____.
5. Sabbatical leaves of absence are governed by Education Code sections 87767, 87768, 87769, 87769.5, 87770 through 87775, as well as Board Policy 5045 and Section 12.5 of the Master Agreement between the District and the College of the Sequoias Teachers Association.
6. Faculty Member shall receive his/her full salary plus benefits for the half-year sabbatical leave of absence or \$_____. The District shall pay said salary amount in **five (5)** equal monthly payments in the same manner as regular faculty are paid. No reduction in Faculty Member's fringe benefits or sick leave entitlement shall occur during the period of the sabbatical leave.
7. At the expiration of the sabbatical leave of absence, Faculty Member shall render service to the District for a period of at least one (1) year, or a period which is at least twice the length of the sabbatical leave. Faculty Member acknowledges and understands that at the expiration of the sabbatical leave, Faculty Member, unless s/he otherwise agrees, shall be reinstated in the position held by him or her at the time of the granting of the leave of absence.
8. At least one month prior to the commencement of a sabbatical leave, the District requires the Faculty Member to furnish a bond in an amount equal to the salary to be received during the sabbatical leave, or other security such as a Promissory Note, suitable to the District and indemnifying the District against all losses in the event the Faculty Member fails to render service to the District for the agreed upon period set forth above following the return of the Faculty Member from the sabbatical leave. When a Faculty Member has completed his/her service to the District after the sabbatical, the District will reimburse Faculty Member for one-half the cost of the bond.
9. Faculty Member shall perform service of a professional nature as delineated in the attached sabbatical leave proposal.
10. Faculty Member, upon return from the leave, is required to submit a written report which narrates his/her experiences/activities during the sabbatical. The report will include the evaluation of the sabbatical project as laid out in the sabbatical proposal. Two copies of this report will be submitted to the Faculty Enrichment Committee, one to be filed in the library. In addition, Faculty Member will make two presentations of this information, one to the Board of Trustees and one to faculty.
11. Faculty Member shall make no change in the approved sabbatical plan without advance approval of the Faculty Enrichment Committee.
12. Faculty Member agrees that his/her failure to return to duty and render service as required in Paragraph 7, or his/her failure to follow the procedures set forth in Paragraphs 10 and 11, shall obligate Faculty Member to reimburse the District for all salary paid Faculty Member during the sabbatical leave, and any and all further costs incurred by the District during the leave on Faculty Member's behalf, including, but not limited to, the cost of providing benefits to Faculty Member during the leave.

	College of the Sequoias Community College District
	BY: _____
EMPLOYEE'S SIGNATURE	SUPERINTENDENT/PRESIDENT
DATE	DATE

PROMISSORY NOTE

If the conditions as set forth in the collective bargaining agreement of continuing employment are not met following my return from a sabbatical leave,

I, _____, promise to repay the College of the Sequoias Community College District ("Employer") the total amount of the monies in wages are paid by Employer to me during the period of my sabbatical leave. This promise to repay is given in consideration of Employer's granting me a sabbatical leave pursuant to the provisions of the collective bargaining agreement between the College of the Sequoias Teachers Association ("COSTA") and Employer under the authority of the Educational Employment Relations Act (EERA).

I understand and agree with each of the following:

I. REPAYMENT WITH INTEREST

Repayment of the monies in wages paid to me during my sabbatical leave shall be made in one of the following ways (check one).

- Equal monthly installments are to be made over a period of three years at an annual interest rate of ten percent (10%). Interest shall start to accrue on the first day of instruction of the semester in which I am scheduled to begin duties following my return from sabbatical leave. The first installment shall be due on the 1st of the month following the start of the semester in which I am scheduled by Employer to return from my sabbatical leave to my duties with Employer. I understand that I may prepay or accelerate payment at my discretion, and that interest shall continue to accrue on the unpaid balance only.
- One lump sum to equal the total of monies in wages paid to me during my sabbatical leave. This lump sum shall be due on the day of the start of the semester in which I am scheduled by Employer to return to my duties with Employer.

II. CANCELLATION

My obligation to repay both principal and interest under this promissory note shall be extinguished if I return from my sabbatical leave and resume my duties with Employer and fulfill all terms and conditions of a sabbatical leave according to the collective bargaining agreement. Such terms require that, upon my return, I serve two semesters for each semester of sabbatical leave.

III. I also agree to pay all collection costs, including court costs and attorney fees, which the Employer may incur for the collection of any amount not paid when due.

IV. DEFAULT AND ACCELERATION

- A. If I fail to pay any installment within 10 days after the due date, the entire unpaid indebtedness, including interest shall, at the option of the Employer, become immediately due and payable. Thereafter, interest shall continue to accrue on the entire unpaid balance.
- B. I understand that if I am delinquent on my repayment, pursuant to California law, the Employer may disclose that I have defaulted, along with other relevant information, to credit bureau organizations.
- C. I understand that if I am delinquent on my repayment, pursuant to California Law, the Employer will have the right to obtain all or any portion of any monies due me from the State of California as payment towards the amount that is delinquent.

V. LAWS OF CALIFORNIA

The laws of the State of California shall govern the interpretation of this promissory note.

By signing below I manifest my acceptance and agreement to all the foregoing terms and conditions.

Signature of Employee

Date

Permanent Address _____

GRIEVANCE FORM

Date:	
Grievance Filed by or on Behalf of:	

Statement of Grievance including date of occurrence

Contract Articles Violated

Remedy Requested

Date of informal meeting with supervisor/designee	
Date of Level 1 Response	
Date of Level 2 Response	
Date of Level 3 Response	
Date of Request to Proceed to Level 4 Arbitration	

Attach all Responses and Appeals

Copies of this grievance shall be filed with the Administrator at the appropriate level and concurrently with the COSTA grievance committee:

ACKNOWLEDGEMENT OF RECEIPT
of
BOARD POLICY 3430, PROHIBITION OF HARASSMENT
and
AP 3430 HARASSMENT COMPLAINT PROCEDURES

My signature below indicates the following:

1. I have received a copy of Board Policy 3430, Prohibition of Harassment and AP 3430, Harassment Complaint Procedures.
2. I (check one)
 have participated
 will participate

in training offered by the College addressing my responsibilities and obligations related to this topic.


This document will be placed in my personnel file which is kept in the Human Resource Services Office.

PRINTED NAME: _____

SIGNATURE: _____

DATE: _____

UNLAWFUL DISCRIMINATION COMPLAINT FORM



UNLAWFUL DISCRIMINATION COMPLAINT FORM

Name:			
Last	First		
Address:			
Street or P. O. Box	City	State	Zip
Phone: Day ()		Evening: ()	
I am a: <input type="checkbox"/> Student <input type="checkbox"/> Employee <input type="checkbox"/> Other:			
I Wish to Complain Against College of the Sequoias Community College District			
Person, Program, or Activity:			
Date of Alleged Discrimination: _____ <small>(Complaints must be filed within one year of the date of the alleged unlawful discrimination or within one year of the date on which the complainant knew or should have known of the facts underlying the allegation of unlawful discrimination.)</small>			
I Allege Discrimination Based on <i>(check only those which apply):</i>			
<input type="checkbox"/> Ethnic Groups Identification	<input type="checkbox"/> Religion	<input type="checkbox"/> Age	
<input type="checkbox"/> Physical Disability	<input type="checkbox"/> Mental Disability	<input type="checkbox"/> Retaliation	
<input type="checkbox"/> Color	<input type="checkbox"/> Sex <i>(includes Harassment)</i>		
Informal Resolution Attempted? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Date Commenced: _____			
Name of District Officer Involved in Informal Resolution: _____			
Clearly state your complaint. Describe the incident and how it occurred. List the participants involved and their relationship. <i>(Attach additional pages as necessary.)</i>			

List the names, addresses and phone numbers of any person(s) who witnessed the incident or who are able to provide information about the complaint.			

I certify that this information is correct to the best of my knowledge.

Signature of Complainant

Date

Send **Original** to:

Human Resource Services Attention: Complaint Officer College of the Sequoias 915 S. Mooney Blvd. Visalia, CA 93277	or	Chancellor's Office Attention: Legal Affairs Division California Community Colleges 1102 Q Street Sacramento, CA 95814-6511
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