

AGENDA
SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES STUDY SESSION

April 19, 2017

Closed Session at 5:00 p.m.; Open Meeting at 6:00 p.m.

District Office Board Room

3401 CSM Drive, San Mateo, CA 94402

NOTICE ABOUT PUBLIC PARTICIPATION AT BOARD MEETINGS

The Board welcomes public discussion.

- *The public's comments on agenda items will be taken at the time the item is discussed by the Board.*
 - *To comment on items not on the agenda, a member of the public may address the Board under "Statements from the Public on Non-Agenda Items;" at this time, there can be discussion on any matter related to the Colleges or the District, except for personnel items. No more than 20 minutes will be allocated for this section of the agenda. No Board response will be made nor is Board action permitted on matters presented under this agenda topic.*
 - *If a member of the public wishes to present a proposal to be included on a future Board agenda, arrangements should be made through the Chancellor's Office at least seven days in advance of the meeting. These matters will be heard under the agenda item "Presentations to the Board by Persons or Delegations." A member of the public may also write to the Board regarding District business; letters can be addressed to 3401 CSM Drive, San Mateo, CA 94402.*
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5:00 p.m. Call to Order

ANNOUNCEMENT OF CLOSED SESSION ITEMS FOR DISCUSSION

1. Conference with Legal Counsel Regarding Two Cases of Existing Litigation:
 - a. San Mateo County Community College District vs. LocusPoint Networks, LLC, et al, Case No. 17CIV01534
 - b. LocusPoint Networks, LLC, et al vs. San Mateo County Community College District, Case No. 17CIV01550
2. Conference with Legal Counsel Regarding Two Cases of Potential Litigation Pursuant to Subdivision (c) of Section 54956.9
3. Conference with Labor Negotiator
Agency Negotiator: Kathy Blackwood
Employee Organization: AFT

PUBLIC COMMENTS ON CLOSED SESSION ITEMS ONLY

RECESS TO CLOSED SESSION

RECONVENE TO OPEN SESSION

6:00 p.m. Call to Order/Roll Call

DISCUSSION OF THE ORDER OF THE AGENDA

ANNOUNCEMENT OF REPORTABLE ACTION TAKEN IN CLOSED SESSION

MINUTES

17-4-1 [Approval of the Minutes of the Regular Meeting of March 22, 2017](#)

STATEMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

NEW BUSINESS

17-4-1A [Approval of Personnel Items: Changes in Assignment, Compensation, Placement, Leaves, Staff Allocations and Classification of Academic and Classified Personnel](#)

17-4-2A [Ratification of Renewed Collective Bargaining Agreement Between the District and the California School Employees Association \(CSEA\), Chapter 33](#)

Other Recommendations:

17-4-100B [Approval of Contract Award for Skyline Building 1N, New Social Science and Creative Arts Design Build Project](#)

STUDY SESSION

17-4-1C [Dynamics and Support of Excellent Teaching](#)

STATEMENTS FROM BOARD MEMBERS

RECONVENE TO CLOSED SESSION (if necessary)

RECONVENE TO OPEN SESSION (if necessary)

ANNOUNCEMENT OF REPORTABLE ACTION TAKEN IN CLOSED SESSION (if necessary)

ADJOURNMENT

**Minutes of the Regular Meeting of the Board of Trustees
San Mateo County Community College District
March 22, 2017, Redwood City, CA**

The meeting was called to order at 4:00 p.m.

Board Members Present: President Thomas Mohr, Vice President Richard Hober, Trustee Maurice Goodman, Trustee Dave Mandelkern, Trustee Karen Schwarz

ANNOUNCEMENT OF CLOSED SESSION ITEMS FOR DISCUSSION

President Mohr said that during closed session, the Board will hold a conference with legal counsel regarding two cases of potential litigation. The Board will also hold a meeting with agency labor negotiator Kathy Blackwood; the employee organizations are AFT and CSEA.

STATEMENTS FROM THE PUBLIC ON CLOSED SESSION ITEMS ONLY

None

RECESS TO CLOSED SESSION

The Board recessed to Closed Session at 4:01 p.m.

RECONVENE TO OPEN SESSION

The Board reconvened to Open Session at 6:06 p.m.

Board Members Present: President Thomas Mohr, Vice President Richard Hober, Trustee Maurice Goodman, Trustee Dave Mandelkern, Trustee Karen Schwarz, Student Trustee Dennis Zheng

Others Present: Chancellor Ron Galatolo, Executive Vice Chancellor Kathy Blackwood, Skyline College Vice President of Administrative Services Eloisa Briones, College of San Mateo President Michael Claire, Cañada College President Jamillah Moore

PLEDGE OF ALLEGIENCE

DISCUSSION OF THE ORDER OF THE AGENDA

President Mohr said that Monica Malamud, President of AFT Local 1493, wished to address the Board on the closed session item, "Conference with Labor Negotiator." He said the Board did not address this item during the closed session just concluded and will do so upon returning to closed session after the regular meeting is adjourned. Therefore, he invited Professor Malamud to address the Board at this time.

Professor Malamud discussed data on salary distribution by district provided on the California Community Colleges Chancellor's Office website. She said District administrators have pointed out that this data contained some unknowns. Professor Malamud said the unknowns accounted for only one percent of the data and she said she believes it should be considered complete and accurate enough. She urged the District to be realistic or run the risk of not doing anything. Professor Malamud said faculty know that the District is in good financial health because it is community funded.

Professor Malamud said faculty workload includes duties that are not listed in their contract, e.g. student recruitment. She said it is critical to address the issue of workload.

President Mohr thanked Professor Malamud for her comments.

HEARING OF THE PUBLIC ON POTENTIAL MOVE TO BY-TRUSTEE AREA ELECTIONS

President Mohr declared the public hearing open at 6:10 p.m. Larry Ferchaw of Cooperative Strategies presented three scenarios for conceptual trustee areas that were discussed at previous Board meetings. He outlined demographic data for each area, along with a timeline and proposed implementation calendar should the Board make the decision to move to by-trustee area elections. After Mr. Ferchaw's presentation, President Mohr called for questions or comments from the public and from the Board. Hearing none, he declared the public hearing closed at 6:20 p.m.

MINUTES

It was moved by Trustee Goodman and seconded by Vice President Holober to approve the minutes of the Board Retreat of February 11, 2017. Regarding the “Review of Enterprise Reserve and Allocation of Surplus Funds,” Vice President Holober asked if the allocations are approved as part of the adopted budget or if they are approved as a separate item. Executive Vice Chancellor Blackwood said the allocations will be shown as budget revisions when the tentative budget is presented to the Board for approval in June. Trustee Mandelkern asked that the list of possible study session topics be circulated so that each trustee can provide feedback about their priority interests, as suggested at the meeting. After this discussion, the motion to approve the minutes carried, all members voting Aye.

It was moved by Trustee Schwarz and seconded by Trustee Mandelkern to approve the minutes of the Study Session of March 8, 2017. The motion carried, all members voting Aye.

STATEMENTS FROM EXECUTIVES AND STUDENT REPRESENTATIVES

Chancellor Galatolo thanked President Moore and her team for hosting this meeting. President Moore thanked the Cañada College team for their work in preparation for the meeting, including Juan Carlos Mendez, Lead Custodian; John Cuevas, Lead Groundskeeper; and John Winchester, IT Support Technician.

Executive Vice Chancellor Blackwood introduced Bernata Slater, Chief Financial Officer for the District.

Cindy Streitenberger, President of the Associated Students of Cañada College (ASCC), and Rebecca Chow, Vice President, presented the student report. They provided an update on initiatives, including gender-neutral restrooms, the wellness room and the assessment of needs with regard to the Child Care Center. They discussed 2017 spring events including Welcome Week, Lunar New Year, Club Rush, Immigration Awareness, HoliFest, Homelessness Awareness, Earth Day, Student Elections, Refugee Awareness, Human Trafficking Awareness, and Leadership Awards. They said ASCC also sponsored events including the Historically Black Colleges and Universities Visit and Movie Nights. ASCC has been able to partner with clubs, faculty, programs or community organizations for each event this academic year.

Ms. Streitenberger and Ms. Chow said there has been an increase in visits to the Student Life Center, bus tokens provided, free pages printed, and student body cards created. There has also been an increase in the number of students participating in housing assistance as well as in student leadership training. They said there are plans for student leaders to visit the Museum of Tolerance and to work with Habitat for Humanity.

Ms. Streitenberger thanked the Board for their support of establishing extended study hours. In response to a question from President Mohr, Ms. Chow said the location for the extended hours is the second floor of Building 9. The space is open until midnight Monday through Thursday and until 6:00 p.m. on Friday.

Ms. Streitenberger said this will be her last semester at Cañada College and she has had a very positive experience. She said she is proud of the Student Senate for working with students, faculty, staff and administrators to build a community on campus. Ms. Chow said this is her last semester at Cañada College as well. She commended Misha Maggi, Student Life and Leadership Manager, who cares deeply for every student.

Chancellor Galatolo wished Ms. Streitenberger and Ms. Chow well and thanked them for their contributions.

Trustee Schwarz said this has been a challenging year and she said student leaders have risen to the occasion and offered to help their fellow students. Trustee Schwarz said she attended a previous event at Cañada College on human trafficking and asked if the upcoming event would be similar. Ms. Chow said professionals from the community will participate in the upcoming event. Trustee Schwarz congratulated the students for focusing on this important issue.

Trustee Schwarz asked for more information about housing assistance for students. Ms. Chow said this is provided through the Student Life Center and directs students to programs in the community that offer assistance. There is also a bulletin board with postings for students looking for housing.

President Mohr thanked Ms. Streitenberger and Ms. Chow for their outstanding presentation.

BOARD SERIES PRESENTATION – INNOVATIONS IN TEACHING, LEARNING AND SUPPORT SERVICES: MANA LEARNING COMMUNITY AT COLLEGE OF SAN MATEO (17-3-3C)

Sandra Comerford, Vice President of Instruction, said the Mana Program is designed primarily for Pacific Islander students with the goal of increasing degree and transfer opportunities. The program is open to all students.

Fi Tovo, Mana Program Services Coordinator, introduced Jennifer Taylor-Mendoza, Dean of Academic Support and Learning Technologies; Deborah Laulusa, Program Services Coordinator/Degree Audit; Trang Luong, Counselor; and Ron Andrade, Learning Center Manager.

Ms. Tovo said the Mana program has three objectives:

1. Culture/Identity: promotes the Pacific Islander value system
2. Academic Excellence: includes development of a certificate program
3. Degree/Transfer: cultivates transfer service within the larger community

Ms. Tovo outlined three components that are necessary for the program to advance:

1. Direct Services: includes specialized workshops for financial aid, scholarships, registration, orientation, counseling, personal statements, as well as transfer to four-year application workshops
2. Pathway Cohort Courses: all Mana cohort courses are AA/IGETC/CSU/four-year transferable and are aligned with the Certificate of Pacific Studies
3. Retention: includes tutoring, mentoring, subject review sections, binder checks, progress reports, classroom checks, meeting with Mana counselor every semester

Ms. Tovo discussed the profile of Mana students. The majority are full-time students; 100% are first generation college students; 90% are Pacific Islander; 90% are San Mateo County residents; and 100% receive financial aid. The first Mana program completion will be in spring 2017.

Ms. Tovo said it takes a village to help students be successful, including faculty, staff, departments/divisions, and an array of student services. She thanked the Board for their support of the Mana program.

Several students in the Mana program provided testimonials, speaking about the program's impact on their level of confidence, motivation, identity and sense of belonging, among other benefits.

Trustee Goodman thanked the presenters and Mana students for their presentation. He said it was a pleasure to hear the students speak. He thanked President Claire and Ms. Tovo for making a difference in students' lives.

Trustee Mandelkern thanked the group for their excellent presentation. He said Mana is an exceptional learning community. He thanked Ms. Tovo and the students for sharing their stories.

Vice President Holoher said he enjoyed the presentation and said he appreciates the great work being done in the Mana program. He thanked the faculty and staff who are involved in the program and congratulated the students.

President Mohr said he is impressed with Mana students' presence and impact on the entire campus. He said College of San Mateo is a richer, fuller campus because of them. He said he believes that Ms. Tovo is an exceptional employee.

Mana program students closed the presentation with a song representing the Pacific Islander culture.

STATEMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

Dylan O'Shea, President of the Associated Students of Skyline College, extended an invitation to the Student Council's Escalation Training which will be held on April 12. He said the training focuses on relationship abuse.

Mr. O'Shea provided clarification on comments he made at a previous meeting regarding SMCCCD Rise Up (Rise Up). He said the Student Council has been engaging in a series of questions and answers with members of Rise Up to make sure they have accurate information. He said no member of Rise Up is on the Student Council; rather, a Council member attends Rise Up meetings and encourages Rise Up to go through the participatory governance process. Mr. O'Shea said the engagement and relationship cultivated with Rise Up does not take away from any other students and does not detract from ASSC's representation of all students.

Lionel Emde of Pacifica said he is aware of press reports regarding issues with KCSM-FM and the sale of KCSM-TV. He said the public is owed an explanation because KCSM-FM is a taxpayer and listener-supported station. He said the station manager should publicly rescind the firing of staff. He said he also believes that students should become more involved in programming. Mr. Emde said the station is an island of sanity for many in the community and the Board has a duty to protect it.

Julia Fox said she is a KCSM Pledge volunteer, a Jazz on the Hill volunteer, and a student in a jazz class at College of San Mateo. She said she believes there should be public input on the future of KCSM-FM. She said jazz originated with slaves being transported to the United States and reflects hope, pain, beauty and love. Ms. Fox urged the Board to listen to the public and challenged them to delay dismantling the station in order to give donors, volunteers and students one year to raise a \$5 million trust fund for KCSM.

Michael O'Neill said he is concerned about reports of KCSM-FM terminations. He said the DJs, especially Sonny Buxton, contributes much to the world-class jazz station. He said he has heard there is a \$1 million rainy day fund. He said that if this is true, it probably came from listeners like him. Mr. O'Neill said the public deserves clear accounting and transparency with regard to KCSM.

Steve Katz said he is surprised and frightened by the reports about KCSM-FM. He said he considers the station a crown jewel in the system. He said the station has 200,000 listeners and is among the 35 most listened to independent stations in the country. He said he has posted the Board's contact information on Facebook and hopes it generates correspondence. Mr. Katz said he believes it is possible to raise money from the community. He said there is a worldwide audience that will be paying attention to a decision regarding the station.

Ed Miller said he is a regular donor to KCSM-FM. He said he is concerned about recent reports, including reports of DJs being dismissed. He said KCSM is an educational facility and people are educated by station DJs. He said College of San Mateo has hosted a high school jazz band concert for many years and the students learn from listening to KCSM.

Rebecca Chow said the demands of Rise Up have been taken out of context. She said she is worried about a polarizing political climate, pitting students against one another. She said it is essential to understand the different backgrounds of privileged students vs. marginalized students. She said these are vulnerable times and some students feel disconnected from the communities when they try to advocate for their rights. She said some students also feel disrespected by administrators. Ms. Chow asked the Board to open their hearts and understand oppression and equity in relation to the Rise Up demands. President Mohr said the Board understands the issues, has spent a great deal of time on these matters, and understands there is much more to do.

President Mohr said he appreciates the patience of the members of the public who waited to make their comments about KCSM. He said he is not aware of any intention to dismantle KCSM-FM. Trustee Mandelkern said a great deal of misinformation has been disseminated. He said the Board is not allowed to participate in a discussion on matters that are not on the agenda and he suggested that President Claire and Chief of Staff Mitchell Bailey leave the meeting to meet with the group of public speakers. Vice President Holober said the Board's practice is to listen to public comments and direct staff to respond. He said he did not respond when a speaker asked for a show of hands of individuals who are regular listeners of KCSM because he did not deem it appropriate, even though he is a donor and regular listener. Vice President Holober said the Board of Trustees is the only group that has the authority to dismantle the station and to his knowledge, this proposal has never been brought to the Board. President Mohr agreed that if there was an effort to dismantle or substantially reduce KCSM-FM, the item would have been brought before the Board. Chancellor Galatolo said that in an effort to control costs and not take funds away from the general fund, the number of KCSM-FM live hours has gone from 113 to 107 and only two DJs have been affected.

NEW BUSINESS

APPROVAL OF PERSONNEL ITEMS: CHANGES IN ASSIGNMENT, COMPENSATION, PLACEMENT, LEAVES, STAFF ALLOCATIONS AND CLASSIFICATION OF ACADEMIC AND CLASSIFIED PERSONNEL (17-3-2A)

It was moved by Trustee Schwarz and seconded by Trustee Goodman to approve the items in board report 17-3-2A. The motion carried, all members voting Aye.

APPROVAL OF CONSENT AGENDA

President Mohr said the consent agenda consists of board reports 17-3-1CA through 17-3-5CA as listed on the printed agenda. It was moved by Trustee Schwarz and seconded by Trustee Goodman to approve the items on the consent agenda. The motion carried, all members present voting Aye. (Vice President Holober stepped out of the meeting and did not vote on this item.)

Other Recommendations

VOTE TO ELECT MEMBERS TO THE CALIFORNIA COMMUNITY COLLEGE TRUSTEES (CCCT) BOARD, 2017 (17-3-1B)

It was moved by Trustee Goodman and seconded by Trustee Mandelkern to discuss the list of candidates and vote on a roster of candidates. The Board discussed the candidates and voted unanimously to cast its ballot for the following six candidates: Greg Pensa, Allan Hancock Community College District; John Leal, State Center Community College District; Laura Casas, Foothill-De Anza Community College District; Adrienne Grey, West Valley-Mission Community College District; Pam Haynes, Los Rios Community College District; and Richard Watters, Ohlone Community College District.

ACCEPTANCE OF 2016-17 MID-YEAR BUDGET REPORT AND APPROVAL OF BUDGETARY TRANSFERS AND INCOME ADJUSTMENTS FOR THE PERIOD ENDING DECEMBER 31, 2016 (17-3-100B)

It was moved by Vice President Holober and seconded by Trustee Goodman to accept the budget report and approve the budgetary transfers and income adjustments. The motion carried, all members voting Aye.

AUTHORIZATION AND UTILIZATION OF SAVANNA SCHOOL DISTRICT CONTRACT WITH CLASS LEASING, LLC FOR PURCHASE OF A PORTABLE BUILDING FOR A TEAM ROOM AT CAÑADA COLLEGE (17-3-101B)

It was moved by Trustee Schwarz and seconded by Vice President Holober to approve the authorization and utilization of the contract as detailed in the report. The motion carried, all members voting Aye.

APPROVAL OF SOLE SOURCE PURCHASE OF TECHNICAL ASSISTANCE SERVICES FROM RESEARCH FOUNDATION OF THE CITY UNIVERSITY OF NEW YORK (17-3-2B)

It was moved by Vice President Holober and seconded by Trustee Schwarz to approve the purchase as detailed in the report. The motion carried, all members voting Aye.

RATIFICATION OF PURCHASE AND SALE AGREEMENT FOR 6± ACRES OF REAL PROPERTY AT SKYLINE COLLEGE PARCEL "B" (17-3-103B)

It was moved by Trustee Goodman and seconded by Vice President Holober to ratify the agreement as detailed in the report. The motion carried, all members voting Aye.

INFORMATION REPORTS

STUDENT SUCCESS SCORECARD REPORT (17-3-4C)

Kimberlee Messina, Interim Vice Chancellor of Educational Services and Planning, said the information in the Scorecard report is limited. She said it looks at only a small percentage of students and the most recent data is for the cohort that begin in 2009-10. She reviewed the Scorecard data on the three District colleges and said that with the exception of Career Technical Education Completion, they have excelled or have shown improvement. She said that although the Scorecard data is valuable in terms of comparing the District colleges against similar institutions, the District's own metrics and data will provide a more accurate picture of students' progress. Trustee Schwarz pointed out that even though the District will be using new metrics, it will continue to be required to report on the Scorecard.

Trustee Mandelkern said the Scorecard data measures less than eight percent of students and the Board has stated previously their intent that the District develop its own metrics to track student success. He said it is expected that with the strategic plan, the District's own metrics will be improved. He asked what the status is of developing measures of success. Vice Chancellor Messina said the District now has metrics and data that go far beyond the Scorecard data. She said the Board requested a measure that will evaluate the goals of students who take a single course and she said that a survey that will measure that factor has been developed.

Trustee Mandelkern said student success can be measured simply by whether or not students have attained their goals. He said this should not be difficult to measure. Vice Chancellor Messina agreed and said the measure is in place and the Board will receive a report on it.

President Mohr said the Board wants to see data demonstrating what happens for students who have educational plans in their first year, second year and in general. Vice Chancellor Messina said staff have committed to bringing this type of information on a quarterly basis as well as in an annual evaluation.

REPORT ON SELECTION PROCESS FOR SKYLINE COLLEGE BUILDING 1N, NEW CREATIVE ARTS AND SOCIAL SCIENCE DESIGN-BUILD PROJECT (17-3-5C)

José Nuñez, Vice Chancellor of Facilities Planning, Maintenance and Operations, identified the project team: Tom Bauer, Vice Chancellor, Auxiliary Services and Enterprise Operations; Chris Strugar-Fritsch, Director of Capital Projects; Yanely Pulido, Contracts Manager; and Joe Fullerton, Energy and Sustainability Manager. Skyline College representatives are: President Regina Stanback Stroud; Eloisa Briones, Vice President, Administrative Services; Aaron McVean, Interim Vice President, Instruction; Angelica Garcia, Vice President, Student Services; and Donna Bestock, Dean, Social Science and Creative Arts. The campus construction manager is Glenn Claycomb of Swinerton Management & Consulting.

Vice Chancellor Nuñez discussed the Request for Statement of Qualifications (RFSOQ) and Request for Proposal (RFP) processes, beginning with the issuance of the RFSOQ invitation in October 2016 and followed by a mandatory pre-qualification conference, acceptance of Statements of Qualifications, issuance of the RFP to three shortlisted firms, interviews with proposing firms, acceptance of best and final offers, and issuance of Intent to Award. Vice Chancellor Nuñez discussed the RFP master evaluation matrix which shows the total scores of the three shortlisted firms, Hensel Phelps/Steinberg, R&S/ELS, and Turner/Snøhetta/DLR. At the Board meeting of April 19, the Board will be asked to act on the request that the contract be awarded to the design-build team of Turner/Snøhetta/DLR.

Trustee Mandelkern, noting that the budget for the Design-Build Entity portion of the project is \$114 million, asked if this is the most expensive project in the District. Vice Chancellor Nuñez confirmed that this is the case. Trustee Mandelkern said that during the 20 years he has visited the Skyline College campus, it has been an embarrassment that the front door to the college has been a loading dock. He said he looks forward to having a front door that will better represent the valuable work that happens at the college.

President Mohr said Vice Chancellor Nuñez always assembles a great and creative team. He thanked Vice Chancellor Nuñez and his team for being thorough and scrupulous on behalf of the District.

Vice Chancellor Nuñez introduced Nick Rader of Snøhetta; Tony Keyser, Lisa Ballantyne, Cliff Kunkel and Harry Smith of Turner Construction; and Jon Anderson of DLR Architects. Mr. Rader said it is an honor to be considered and selected. He said Snøhetta prides itself on understanding communities. He said the design focuses on creating a place to learn and be part of a community. Ms. Ballantyne said Turner Construction is delighted to be a part of this project. She said the project is more than just a building; it is a facility in which students can grow. Vice Chancellor Nuñez said the Turner group has committed to employing at least ten graduates of the Trades Introduction Program (TIP).

President Mohr asked about the timeline for the project. Mr. Kunkel said it is expected to be completed in early spring 2021.

DISCUSSION OF 2+2 DEGREE MODEL CONCEPT (17-3-6C)

Chancellor Galatolo said Congresswoman Jackie Speier informed him that Silicon Valley business leaders expressed concern to her regarding the lack of people seeking post-secondary education through the University of California, California State University (CSU), and community college systems. He said he advised her that the Public Policy Institute of California also issued a publication concluding that by 2030, California will have a shortage of 1.1 million workers holding a bachelor's degree. Exacerbating the problem, Chancellor Tim White of the CSU System has said that only one-half of that demand will be met through his System by 2030.

Chancellor Galatolo said many San Mateo County students are physically place-bound. With no public four-year institution in the County, many marginalized and underrepresented students can achieve an associate degree at best. Additionally, Chief of Staff Mitchell Bailey has conducted research and found that the three local CSUs are impacted; therefore, District students who might be able to get to the campuses are also being denied access. Chancellor Galatolo

said many District students have reported that they wish they could have stayed at the community college to pursue a baccalaureate degree. He said the University Center at Cañada College flourished but, because it is dependent on the relationship with San Francisco State University, it has diminished due to repeated years of budget reductions at SFSU.

Chancellor Galatolo said that with a 2+2 program, the community college would continue to offer lower division courses and confer associate degrees. Seamlessly, a CSU partner would offer upper division courses on the community college campus, allowing students to earn a bachelor's degree conferred by the CSU. In addition, students from the District's three colleges and other neighboring community colleges would be guaranteed entry into the CSU program located on the community college campus.

Chancellor Galatolo said a new CSU campus would require 50 to 70 acres. He said the District can provide the fully equipped space and the facilities are as good as or better than those on existing CSU campuses.

Chancellor Galatolo said local legislators are interested in addressing the demand for educated workers. SB 769, introduced by Senator Jerry Hill, doubles the size of the state's pilot program for community colleges that offer baccalaureate degrees in certain professional fields. It enables an additional 15 community college districts to participate, eliminates the sunset date, and lifts the one-program-per-district limit. Assemblyman Kevin Mullin also has expressed an interest in introducing legislation that would support the 2+2 model, likely as a pilot program as well.

Trustee Mandelkern said he believes San Mateo County is the largest county in the state without a public four-year university option for students. He said a 2+2 program is an intriguing and attractive concept to explore. He asked (1) if the program would be connected to an existing CSU or if it would be a newly formed CSU, and (2) what the scope of programs would be. Chancellor Galatolo said he believes the program would eventually be best suited to be a twenty-fourth CSU. In terms of offerings, he said STEM, business, allied health and teacher credentialing are programs that are in demand now. He said staff would work with a team at the CSU System to help determine what would be successful. Participatory governance and curriculum review would also take place at the District/College level.

Vice President Holober asked what AB 769 would do in relation to a 2+2 program. Chancellor Galatolo said the bill would allow for a community college and a CSU at the community college location to offer a 2+2 model. He said he expects pushback from the CSU System and he believes it will be a two-year bill at best. Vice President Holober said he believes that mandating the CSU System to create a pilot program whereby it would be in charge of upper division courses on a community college campus will not happen unless the CSU wants it to happen. He said the CSU System and its faculty union have more political influence than community colleges. Chancellor Galatolo concurred with that comment.

Trustee Mandelkern asked how the governance of a 2+2 program would be structured, e.g. would the CSU Board of Trustees be in charge of the upper division program while the District provides the facilities. Chancellor Galatolo said he envisions the District Board of Trustees overseeing the lower division level and the CSU Board of Trustees overseeing the upper division level courses. Eventually, it would evolve into a twenty-fourth CSU on the community college campus. He said this would need to be tested over time. Trustee Mandelkern asked if it would make more sense for the District to give up control of a campus and allow it to become a four-year CSU. Chancellor Galatolo said this could be a possibility. He said he believes this should be considered only if it includes an Associate Degrees for Transfer relationship that would guarantee that District and other neighboring community college students have admittance with minimum standards to the newly formed CSU.

Vice President Holober said the 2+2 concept sounds positive, but would not be easy to attain. He said it would be advantageous to have upper division classes that are multidisciplinary on the campus. He said the District has an asset and must use it judiciously and powerfully and make sure it is not easily given away. He said he would not be in favor of a four-year CSU replacing one of the District colleges; he said this would completely alter the character of what the District does. Vice President Holober said the District also must not lose control over legislation, which will go through multiple attempts and changes.

Chancellor Galatolo concurred with Vice President Holober's comments and said he understands that acceptance of a 2+2 program will take time, just as issues regarding the accrediting commission, University Center, and baccalaureate pilot program took time to achieve. However, he said he believes that the need should not be ignored and believes that someone has to begin the conversation.

President Mohr said this is a vision that needs to be sustained. He said it is a territorial matter and, while the CSU is more powerful politically, he believes the need creates a new imperative. He said he believes legislation needs to be on the table in order to have the concept move forward. He said he believes the Board supports the vision and looks forward to hearing the next steps. Chancellor Galatolo said he will keep the Board informed about every step toward hopefully and eventually achieving that goal for the benefit of local students.

COMMUNICATIONS

President Mohr said the Board received several emails and letters regarding KCSM-FM. He said staff has responded on behalf of the Board. He said the Board received a letter from the San Mateo County Civil Grand Jury Assistant following up on the District's response to the Grand Jury report on "Safety, Security, and Emergency Preparedness on the San Mateo County Community College Campuses." A reply was sent on March 17.

STATEMENTS FROM BOARD MEMBERS

Student Trustee Zheng thanked Dylan O'Shea for his comments. He also thanked Cindy Streitenberger and Rebecca Chow for their report.

Trustee Mandelkern said the Skyline College President's Innovation Breakfast was very successful, with 410 people in attendance. He said the program was motivational and inspirational.

Trustee Goodman thanked President Moore, Cañada College faculty and staff, and the student ambassadors for their work in hosting this meeting. Vice President Holober added his thanks to President Moore and her team.

Vice President Holober said the issues and changes at KCSM-FM that were misreported brought concerns to the community. He said policies should not be made by the station manager and he believes that the role of the Board is an item deserving of Board discussion. He requested that this item be placed on a Board meeting agenda in the near future.

Trustee Schwarz thanked Skyline College for the excellent President's Breakfast. She also thanked Cañada College for hosting this meeting. She said it is impressive that students from each of the colleges participated in the meeting and she thanked them for their input.

President Mohr thanked District Academic Senate President Shaw for meeting with him to prepare for the April 19th study session, at which leading faculty will discuss with the Board matters around great teaching and its impact on students.

President Mohr said the Board would reconvene to closed session to hold a conference with agency labor negotiator Kathy Blackwood as listed on the printed agenda.

RECESS TO CONTINUATION OF CLOSED SESSION

The Board recessed to closed session at 9:15 p.m.

RECONVENE TO OPEN SESSION

The Board reconvened to open session at 11:18 p.m. President Mohr announced that no action was taken during closed session.

ADJOURNMENT

The meeting was adjourned by consensus at 11:20 p.m.

Submitted by

Ron Galatolo, Secretary

Approved and entered into the proceedings of the April 19, 2017 meeting.

Richard Holober
Vice President-Clerk

BOARD REPORT 17-4-1A

TO: Members of the Board of Trustees

FROM: Ron Galatolo, Chancellor

PREPARED BY: Eugene Whitlock, Vice Chancellor, Human Resources and General Counsel
(650) 358-6883

APPROVAL OF PERSONNEL ITEMS

New employment; changes in assignment, compensation, and placement; leaves of absence; changes in staff allocation and classification of academic and classified personnel; retirements, phase-in retirements, and resignations; equivalence of minimum qualifications for academic positions; and short-term temporary classified positions.

A. ADMINISTRATIVE APPOINTMENT, REAPPOINTMENT, ASSIGNMENT AND REASSIGNMENT
(NP = New position, * = New Employee)

None

B. PUBLIC EMPLOYMENT

1. New Hires (NP = New Position, * = New Employee)

Cañada College

Yvonne Williamson*	Office Assistant II	Science & Technology
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New part-time (48%), 12-month Classified employment, effective March 23, 2017. This is a vacant position.

Marisol Quevedo*	Retention Specialist (Funded by HSI Grant)	Counseling
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New full-time, 12-month temporary, grant-funded Classified employment, effective April 3, 2017, replacing Monica Reynoso who resigned.

College of San Mateo

Katherine Ramirez*	Bookstore Operations Assistant	Auxiliary Services & Enterprise Operation
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New full-time, 12-month Classified employment, effective March 2, 2017, replacing Melvin Sharma who resigned.

Olivia Viveros* Program Services Coordinator – HSI STEM Math/Science
(Funded by the HSI STEM Grant) (NP)

New full-time, 12-month temporary, grant-funded Classified employment, effective March 27, 2017. This is a new position that was Board approved on January 25, 2017.

District Office

Michele Webster* Administrative Assistant (Measure H) Facilities

New full-time, 12-month temporary, externally-funded Classified employment, effective April 24, 2017, replacing Jessica Pulido who was reassigned through the hiring process.

Skyline College

Bianca Barber* Office Assistant II Counseling

New full-time, 12-month Classified employment, effective March 20, 2017, replacing Martin Marquez, Jr. who was reassigned through the hiring process.

Ching-Yi Wang Math TRIO Instructor Science/Math/Technology

New Contract I status academic employment, effective August 14, 2017, replacing John Chavez who retired. Ching-Yi Wang is currently employed as adjunct faculty.

Scott McMullin* Instructional Aide II Academic Support
(Funded by Basic Skills Initiative) & Learning Technologies

New part-time (48%), 10-month temporary, externally-funded Classified employment, effective March 16, 2017, replacing Ryan Samn who was reassigned through the hiring process.

1. Re-Employment

None

C. REASSIGNMENT THROUGH THE HIRING PROCESS

District Office

Robert Domenici Purchasing Services Supervisor General Services

Reassigned from a full-time, 12-month Senior Buyer position (Grade 34 of the Classified Salary Schedule 60) into this full-time, 12-month position at grade 192S of the Classified Professional/Supervisory Salary Schedule 40, effective March 17, 2017.

D. TRANSFER/ADMINISTRATIVE REASSIGNMENT**District Office**

Alberto Zamora Custodian Facilities

Transferred from a full-time, 12-month Custodian position at College of San Mateo into this full-time, 12-month position at Skyline College, effective April 3, 2017.

E. CHANGES IN STAFF ALLOCATION**Cañada College**

1. Recommend a change in staff allocation to add one full-time, 12-month Web Programmer Analyst position (Grade 37 of the Classified Salary Schedule) in the Marketing/President's Office, effective July 1, 2017.
2. Recommend a change in staff allocation to add one full-time, 12-month Business Operations Analyst position (Grade 195S of the Classified Professional/Supervisor Salary Schedule 40), and delete one Financial Analyst position (3C0178) at the same grade in Administrative Services, effective April 20, 2017.

District Office

3. Recommend creation of a new classification titled, "Construction Procurement, Risk and Contract Manager (Funded by Measure H)" at Grade 191E of the Academic – Classified Exempt Supervisory Salary Schedule (35), effective April 1, 2017. Also recommend the reclassification of the Contract Manager (Funded by Measure H) position (1CC001) to the Construction procurement, Risk and Contract Manager (Funded by Measure H) classification, effective April 1, 2017. Accordingly, recommend that Yanelly Pulido be reassigned to this new classification, effective April 1, 2017.

F. PHASE-IN RETIREMENT**College of San Mateo**

Kathleen Sammut Counselor Counseling

Recommend approval of participation in the Phase-In Retirement Program, effective August 14, 2017. Confirmation of employee eligibility and final approval of the employee's proposed workload reduction is managed by the State Teachers Retirement System.

G. LEAVE OF ABSENCE

None

H. PUBLIC EMPLOYEE RETIREMENT AND RESIGNATION**1. Retirement****Cañada College**

Victoria Nunes External Funds & Compliance Officer Administrative Services

Retiring effective July 31, 2017 with 26 years of District Service. Eligible for District retiree benefits.

College of San Mateo

Mary Leonard Bookstore Operations Assistant Auxiliary Services
& Enterprise Operations

Retiring effective May 31, 2017 with 36.5 years of District service. Eligible for District retiree benefits.

Kathy Ross Dean of Business/Technology Business/Technology

Retiring effective June 30, 2017 with 9.5 years of District service. Not eligible for District retiree benefits.

Skyline College

Dennis Wolbers Librarian Academic Support
& Learning Technologies

Retiring effective May 26, 2017 with 22 years of District service. Eligible for District retiree benefits.

Donna Bestock Dean of Social Sciences/Creative Arts Social Sciences/Creative Arts

Retiring effective August 15, 2017 with 32 years of District service. Eligible for District retiree benefits.

2. Resignation

None

I. ESTABLISHMENT OF EQUIVALENCY TO MINIMUM QUALIFICATIONS

None

J. SHORT-TERM, NON-CONTINUING POSITIONS

The following is a list of requested classified short-term, non-continuing services that require Board approval prior to the employment of temporary individuals to perform these services, pursuant to Assembly Bill 500 and its revisions to Education Code 88003:

<i>Location</i>	<i>Division / Department</i>	<i>No. of Pos.</i>	<i>Start and End Date</i>		<i>Services to be performed</i>
Cañada College	Office of the President (ESO Adelante)	1	4/24/2017	6/30/2017	Assistant Project Director: Work closely with project personnel on grant projects to coordinate efforts and manage budgets on shared recruiting and events. Plan and implement meetings, receptions, special events and outreach activities in conjunction with projects management staff and other offices on campus.
District Office	International Education	1	4/01/2017	6/30/2017	Office Assistant II: Assist in planning events and visits for visitors; process expense reports and procard reconciliation; research international data for marketing use; assist in the planning and execution of recruitment trips; other office projects as necessary.
Skyline College	Business, Education & Professional Program/Cosmetology	1	4/01/2017	6/30/2017	Office Assistant II: This is an extension of a previously Board approved classified short-term position. Ensure proper client processing, scheduling, and follow up during pre and post live client lab hours.
Skyline College	Business, Education & Professional Program/Cosmetology	1	4/01/2017	6/30/2017	Cosmetology Aide: This is an extension of a previously Board approved classified short-term position. Support instructor during practical application experiences to ensure safety and procedure, as well to support during live client practices. Instructor is currently alone with 30+ students and live clients.

BOARD REPORT 17-4-2A

TO: Members of the Board of Trustees
FROM: Ron Galatolo, Chancellor
PREPARED BY: Kathy Blackwood, Executive Vice Chancellor, (650) 358-6869

**RATIFICATION OF RENEWED COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE DISTRICT AND THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA),
CHAPTER 33**

Negotiations on a renewed collective bargaining agreement were recently concluded with CSEA, and a Tentative Agreement, effective July 1, 2016 through June 30, 2019, was ratified by the CSEA membership on March 27, 2017. The Tentative Agreement (see attached) is now submitted to the Board of Trustees for approval.

RECOMMENDATION

It is recommended that the Board of Trustees accept and approve the attached agreement between the District and the California School Employees Association, Chapter 33.

AGREEMENT BETWEEN
THE BOARD OF TRUSTEES OF
SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT

AND

THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION,
CHAPTER 33

JULY 1, 2016 – JUNE 30, 2019

**Agreement Between the San Mateo County Community College District
And
The California School Employees Association, Chapter 33**

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All benefit plans (medical insurance, dental insurance, life insurance, long-term salary continuance policy and medical benefits for retirees) are described in the benefits handbook available in the Download on the District Web Site or call the Office of Human Resources at 650 574-6555.

PREAMBLE

The Board of Trustees of the San Mateo County Community College District, hereinafter referred to as the Board, and the California School Employees Association, Chapter No. 33, hereinafter referred to as the CSEA, agree as follows:

ARTICLE 1: RECOGNITION

- 1.1 **Exclusive Agent:** Subject to the rules of the Public Employment Relations Board (PERB), the SMCCCD Board of Trustees recognizes the California School Employees Association, Chapter No. 33, as the exclusive and sole negotiating agent for the all classified service positions, except for those positions designated and defined by Government Code and/or the Education Code as management, supervisory, confidential, or represented by another collective bargaining agent. A current listing of classified service positions is described in Appendix A of this agreement.

The District and CSEA shall meet at a regularly scheduled labor management committee meetings, in order to discuss and negotiate the proper placement or removal of existing or newly created classified service positions and/or classifications prior to the Board of Trustees approving such positions, if the job descriptions consist of duties performed by employees in the bargaining unit or which by the nature of the duties should be reasonably assigned to the CSEA bargaining unit.

This shall not preclude the Business Agent of California School Employees State Association from representing members of CSEA, Chapter No. 33 in the employer/employee relations with the District under the terms of Government Code Section 3540 et seq.

- 1.2 **Board Negotiates with Union:** Pertaining to employees within this unit, the Board agrees not to meet and negotiate with any organization other than the CSEA for the duration of this Agreement; further, the Board agrees not to negotiate individually with any employee during the duration of this Agreement on matters subject to meeting and negotiating.
- 1.3 **Union Recognizes Board:** The CSEA recognizes the Board as the duly elected representative of the people and agrees to negotiate only with the Board or its duly authorized representatives designated by the Board to act in its behalf. The CSEA agrees further that neither it nor any of its members or agents will attempt to negotiate privately or individually with any administrator or Board member.
- 1.4 **Union Represents Unit Members:** The CSEA agrees that neither it nor its members or agents will attempt to represent, in any negotiations or grievances, the interests of anyone other than members of its bargaining unit.
- a) “Classification” means that each position I the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a specific statement of the duties required to be performed by the employee in each such position, and regular monthly salary ranges for each such position.

- b) “Regular” as used in the phrase “regular classified employee”, or any similar phrase refers to a classified employee who has probationary or permanent status.
- c) “Supervisory Employee” means any employee, regardless of job description, having authority in the interest of the District to hire, transfer, discipline, suspend, layoff, recall, promote, discharge, assign, reward, or the responsibility to assign work and direct other employees, or to adjust their grievances, or effectively recommend that action, if in connection with the foregoing functions, the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment. These positions are not part of the CSEA bargaining unit.
- d) “Confidential employee” means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions. These positions are not part of the CSEA bargaining unit.
- e) “Management employee” means any employee in a position having significant responsibilities for formulating district policies or administering district programs. Management positions shall be designated by the public school employer subject to review by the Public Employment Relations Board (PERB). These positions are not part of the CSEA bargaining unit.

- 1.5 **Bargaining Unit:** The bargaining unit may be expanded to other classes by mutual agreement of the Board and the CSEA. Disputed cases shall be submitted for decision to be rendered by the Public Employment Relations Board.
- 1.6 **No Interference/Discrimination:** Neither the Board nor the CSEA shall interfere with, restrain, intimidate, coerce or discriminate against bargaining unit members because of the exercise of their rights to engage or not to engage in CSEA activity.
- 1.7 **Section Titles:** All section titles in this Agreement are descriptive only and have no meaning in regard to the interpretation of the sections.

ARTICLE 2: MEMBERSHIP DUES OR SERVICE FEES

- 2.1 **Agency Shop:** All present employees in the bargaining unit, or future employees in the bargaining unit, who are not already members of the CSEA shall, within sixty (60) days of the effective date of this Agreement, or within sixty (60) days of their date of employment, become members of CSEA, or in the alternative, shall as a condition of continuing employment, pay to the CSEA each month a service fee in the amount equal to the regular monthly CSEA membership dues uniformly required of employees of the Board who are members of the CSEA. The payments hereunder shall be made by authorized payroll deductions or by direct payment to CSEA.
- 2.2 **Non-compliance:** The Board, upon receiving a signed statement from the CSEA indicating that an employee has failed to comply with the condition of Article 2.1, shall immediately notify said employee that his/her service shall be terminated at the end of thirty (30) days from the date of such notification, and shall dismiss said employee accordingly. The Board shall follow the procedures for dismissal provided in Board policy and regulations and state law, as applicable.
- 2.3 **Compliance:** If any provision of this Article is invalid under federal or state law, said provision shall be modified to comply with the requirements of said federal or state law.
- 2.4 **Payroll Deduction/List of Unit Members:** The Board shall deduct from the pay of each employee from whom it receives authorization the required amount for the payment of CSEA dues or service fees. Check off authorization for CSEA dues or service fees which were executed prior to the execution of this Agreement shall remain in full force and effect. Checked off dues or fees, accompanied by the list of employees from whom they have been deducted and the amount deducted from each, and by a list of employees who had authorized such deductions and from whom no deduction was made and the reason therefore, shall be forwarded to the CSEA no later than thirty (30) days after such deductions were made.
- 2.5 **Insufficient Funds:** If any employee does not have sufficient funds due him/her to provide for the payment of dues or service fees after all other authorized or mandatory deductions or garnishments have been made, no such sums shall be deducted and the CSEA shall assume the duty of direct collection from the employee. The CSEA shall assume the same responsibility in all cases where no deductions have been made because an employee's earnings are insufficient during any pay period to pay such dues or service fees.
- 2.6 **Hold Harmless:** The CSEA agrees that, in the event of litigation against the Board of Trustees, its agents, or employees arising out of the implementation of this Article, the CSEA will co-defend and indemnify and hold harmless the Board of Trustees, its agents or employees for any monetary award arising out of such litigation.
- 2.7 **Religious Exemption:** Any employee covered by this Agreement who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership in, or financially support any employee organization as a condition of

continued employment except that, once such an employee has submitted evidence to the parties which proves that he/she sincerely holds such beliefs, he/she will be required, in lieu of a service fee, to pay sums equal to such service either to a non-religious, non-labor organization or charitable fund exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code, chosen by such employee from the following:

1. American Cancer Society
2. Easter Seal Society for Crippled Children and Adults
3. American Heart Association

Evidence shall be presented to the parties to this Agreement that an employee belongs to such religious body within thirty (30) days from the date of this Agreement or his/her initial employment. Such employee shall provide proof on an annual basis to the District and CSEA that such payments have been made as a condition of continued exemption from the requirement of financial support to the exclusive representative. If an employee who holds conscientious objections pursuant to this section requests the employee organization to use the grievance procedure or arbitration procedure on the employee's behalf, the employee organization is authorized to charge the employee for the reasonable cost of using such procedure.

ARTICLE 3: DEFINITIONS

- 3.1 **BARGAINING UNIT WORK**: All work performed by unit members as listed in Appendix A. Except in cases of emergency, only bargaining unit employees may perform bargaining unit work unless agreed to in writing by CSEA.
- 3.2 **BASE PAY**: The salary assigned to an employee in a given classification, range, and step as specified in the classified salary schedule.
- 3.3 **BOARD**: The Board of Trustees of the San Mateo County Community College District.
- 3.4 **CATASTROPHIC ILLNESS/INJURY**: An illness or injury that is expected to incapacitate the employee for an extended period of time.
- 3.5 **CHANCELLOR**: The chief executive officer of the San Mateo County Community College District.
- 3.6 **CLASS OR CLASSIFICATION**: A 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 the class.
- 3.7 **CLASSIFICATION ANNIVERSARY DATE**: Classification anniversary date is defined as the effective date upon which an employee is assigned to a new classification and the date the employee is granted salary step advancement if eligible. For persons assigned to a classification during the first sixteen (16) days of the month, the anniversary date is the first of that month. If assigned to a classification after the sixteenth of the month, the anniversary date is the first of the next month. Classification dates will not change when employees change to a new classification assigned to the same salary range as the previous classification.
- 3.8 **CLASSIFIED SERVICE**: The positions which have been classified by the Board as not requiring certification by the office of the Chancellor of the California Community Colleges. Excluded from the Classified Service are substitutes, short-term employees as defined by the Education Code, student assistants employed part time, apprentices, and professional experts employed on a temporary basis for specific projects.
- 3.9 **CONFIDENTIAL EMPLOYEE**: See article 1.4
- 3.10 **DAY**: Wherever, in this Agreement, the word "day" is used, it shall mean a calendar day unless otherwise defined.
- 3.11 **DETAIL**: Temporary assignment whereby an employee performs duties outside of, or inconsistent with, his/her current classification.
- 3.12 **DISCIPLINE**: Discipline includes any action whereby an employee is deprived of any classification or any incident of any classification in which he or she has permanency, including dismissal, suspension with or without pay, demotion, or any reassignment, without his or her voluntary consent, except a layoff for lack of work or lack of funds.

- 3.13 **DISTRICT**: San Mateo County Community College District.
- 3.14 **EMERGENCY**: As used in this agreement means a sudden, unexpected happening, or an unforeseen occurrence or condition, or a sudden or unexpected occasion for action.
- 3.15 **EMPLOYMENT ANNIVERSARY DATE**: The date on which an employee was initially hired by the San Mateo County Community College District and upon which an employee's long service increments are based. For persons employed during the first sixteen (16) days of the month, the anniversary date is the first of that month. If employed after the sixteenth of the month, the anniversary date is the first of the following month.
- 3.16 **FISCAL YEAR**: July 1 through June 30 of the following year.
- 3.17 **IMMEDIATE FAMILY**: Refer to Section 10.3 and 10.4 for definition.
- 3.18 **IMMEDIATE SUPERVISOR**: The position responsible for the supervision and evaluation of work performed by a member of the unit.
- 3.19 **LEAD**: Assigned responsibility for training, coordinating, scheduling, monitoring, and reporting on the work of designated staff; serving as a "project leader" responsible for coordinating the work of designated staff; providing input into the evaluation of designated staff serving on a "workload" team.
- 3.20 **LOCATION**: A subunit within a site.
- 3.21 **MANAGEMENT EMPLOYEE**: See article 1.4
- 3.22 **MEET AND CONFER**: Meet and confer means to meet at reasonable times, to confer in good faith, and to endeavor to reach agreement.
- 3.22 **NEGOTIATION**: The process of the District and the Union meeting together and bargaining in a good faith effort to reach agreement on matters within the scope of representations and executing, if requested by either party, an agreement incorporating matters agreed on. In addition, negotiation implies the possible use of impasse procedure provided in the Education Employment Relations Act.
- 3.23 **OVERTIME**: Work permitted in excess of the regular workday or regular workweek or on holidays.
- 3.24 **PAID STATUS**: This means that an employee is in one of the following District-paid categories: 1) at work; 2) on a holiday declared by the Federal government, the State, or by the District Board; 3) on accumulated sick leave; 4) on vacation; or 5) on another type of paid leave of absence.
- 3.25 **PERMANENT EMPLOYEE**: An employee who has successfully completed his/her probationary period.

- 3.26 **PROBATIONARY EMPLOYEE**: A new employee who has not completed six (6) months of service. Time spent on leave of absence without pay will not apply toward completion of the probationary period.
- 3.27 **REASSIGNMENT**: A change in location of work assignment within a site, in the same classification.
- 3.28 **REGULAR RATE OF PAY**: The combination of base pay plus salary augmentation such as long-service increment (as applicable) and/or shift differential (as applicable). Regular rate of pay is used to calculate overtime.
- 3.29 **REGULAR CLASSIFIED EMPLOYEE**: See Article 1.4
- 3.30 **RETIREE**: An employee in the bargaining unit who at time of separation of employment from the District immediately becomes an annuitant of the Public Employees Retirement System (PERS) or the State Teachers Retirement System (STRS).
- 3.31 **SALARY ALLOCATION**: The assignment of a class to a specific salary schedule range.
- 3.32 **SALARY GRADE**: The collection of salary levels, from the starting salary rate to the normal maximum salary rate, which constitutes the compensation for a particular service.
- 3.33 **SALARY RATE**: A specific amount of money paid for a specific period of service.
- 3.34 **SALARY SCHEDULE**: A series of salary ranges and steps which comprise the rates of pay for all classes.
- 3.35 **SALARY STEP**: One of the salary levels within a salary range.
- 3.36 **SICK LEAVE**: Leave of absence for illness or injury.
- 3.37 **SITE**: One of four (4) places within the college district (Cañada College, College of San Mateo, Skyline College, District Office).
- 3.38 **TRANSFER**: A change in work assignment from one site to another site, in the same classification.
- 3.39 **SUPERVISORY EMPLOYEE**: See Article 1.4

ARTICLE 4: ORGANIZATIONAL RIGHTS

4.1 **Reasonable Access:** The CSEA shall have the right of access at reasonable times to areas in which employees work; the right to use institutional bulletin boards, mail boxes, and other means of communication subject to reasonable regulations; and the right to use institutional facilities at reasonable times for the purpose of meetings concerned with the exercise of the rights guaranteed by statute.

4.2 **Board Agendas:** The District shall make every effort to provide CSEA at a regularly scheduled LMC meeting all classified personnel items prior to the Board of Trustees approving such classified personnel items.

A classified personnel item that is received subsequent to the LMC meeting will be sent electronically to each member of LMC prior to the Board of Trustees approving such classified personnel items.

CSEA shall receive a copy of the agenda, minutes, and Board reports of regular Board meetings electronically in advance of any Board meetings.

4.3 **Facilities:** CSEA agrees to leave the facilities, buildings, and/or equipment used in a clean and orderly condition.

4.4 **List of Unit Members:** The CSEA shall have the right to be provided with a listing of all bargaining unit employees, their present classification, their initial hire date, and their primary job site, within a reasonable time following request by the CSEA. Thereafter, the CSEA will be provided with a current listing of additions and deletions to the bargaining unit by January 30 of each year or within thirty (30) days after request. In addition, the District shall provide the CSEA Chapter President or designee notice of each newly hired bargaining unit member within seven (7) days of employment, including the Personnel Action Form showing the employee's name, date of hire, classification, department, work location, and work schedule.

4.5 **Labor/Management Committee:** The CSEA and the District agree to establish an ongoing committee to provide a regular forum for discussion of matters related to the employment of unit members. The CSEA chapter president and the Chancellor-Superintendent shall determine the membership of the committee, which shall make recommendations to the Chancellor-Superintendent. All matters affecting the employment of unit members shall be considered appropriate for discussion by the committee, with the exception of matters which are directly within the scope of collective bargaining. The Chancellor-Superintendent shall report to the Board at least once each year on the recommendations of the committee.

4.6 **Changes in Job Descriptions:** The CSEA shall be provided with notification of any changes in job descriptions of classifications within the bargaining unit.

4.7 **Worksite Elections:** The District shall allow CSEA to have worksite elections for contract ratification and officer elections. CSEA, with the concurrence of the Chief Executive Officer at each location (or his/her designee) will determine the location(s) and hours of

operation. Normally, the ballot box and voter list will be available at the desk of a designated CSEA representative. It is not the intent of the parties to disrupt the normal workflow of the District by the implementation of this section.

- 4.8 **Release Time for Union Meetings:** The District agrees to provide paid release time for four (4) delegates to attend the CSEA State Association Annual Conference. If CSEA wishes to send more the four (4) delegates with paid release time, the additional delegates may request and be granted use of vacation days if reasonable advance notice is given of such request and if no undue interruption of District workflow results there from.
- 4.9 **Access to Services:** CSEA's executive officers are permitted to have at their job locations file cabinets that may be used exclusively for CSEA business. CSEA's executive officers are also permitted to have the same access to services (reasonable office space, phone lines, computer networks, etc.) as other bargaining units.
- 4.10 **Release Time for Chapter Meetings:** The District will provide drive release time totaling one (1) hour (30 minutes before and 30 minutes after) for CSEA members to attend **three** lunch time Chapter meetings. Drive release time will only be for those employees who must travel to a District site other than their own. Employees at the site of the meeting will be given a total of 10 minutes release time (5 minutes before and 5 minutes after) to get from their regular workstations to the chapter meeting location. For purposes of this section only, CSM and the District Office shall be considered one site. CSEA will provide advance notice to the Vice Chancellor, Human Resources or designee of the dates for the three chapter meetings.
- 4.11 **Paid Leave to Serve as Elected Officer:**
- 4.11.1 The District shall grant a CSEA member, upon request, a paid leave of absence for the purpose of the employee to serve as an elected officer of the State Association Board of Directors (State Officer or Area Director).
- 4.11.2 The CSEA State Association shall reimburse the District for any paid leave of absence in accordance with California Education Code section 88210.
- 4.11.3 In addition to the reimbursed paid leave of absence provided in 4.11.1 and 4.11.2, the District shall grant, upon request, up to fifteen (15) additional days of paid leave to a CSEA member to serve as an elected officer of the CSEA State Association Board of Directors (State Officer or Area Director).
- 4.12 **Electronic Mail:** The District agrees to initiate a program to provide reasonable on-the-job email access to every employee in the bargaining unit. Once an employee has been given email access, the employee is responsible to ensure that he/she regularly reviews his/her email account for messages.
- 4.13 **Web Site:** The District shall provide a link to the CSEA web page on the District's web server, with content provided by and controlled by CSEA. Content shall adhere to both CSEA and District policies, rules, and regulations.

- 4.14 **Bulletin Board:** The District shall provide bulletin board(s) for the exclusive use of CSEA. The bulletin boards(s) will typically measure 3 by 4 feet. There will be a minimum of four bulletin boards district-wide located at the following sites in general publicly accessible areas: Canada College in the administration building, College of San Mateo in the administration building, Skyline College in the administrative building and the Chancellor's Office on the second floor.
- 4.15 **Memoranda of Understanding (MOU):** Any outstanding MOUs exceeding three (3) years that impacts the bargaining unit as a whole, will be reviewed by the District and CSEA and may become part of the CSEA contract.
- 4.16 **New Employee Orientation:** The CSEA Chapter President or designee shall have the right to release time to present information to bargaining unit members at any new employee orientation conducted by the District. CSEA shall be granted a minimum of fifteen (15) minutes to meet with bargaining unit members at any such orientation session. For any new bargaining unit employee who for any reason does not attend a new employee orientation conducted by the District, the CSEA Chapter President or designee shall have the right to release time to meet with the employee for a minimum of fifteen (15) minutes during that employee's regularly scheduled working hours as soon as practicable after the employee's first day of employment. Immediately after conducting a new employee orientation session, the District shall provide to CSEA a list of all bargaining unit members who attended that session.

ARTICLE 5: HOURS AND OVERTIME

- 5.1 **Regular Workday/Workweek:** The regular workday for full-time unit members shall consist of eight and one-half (8.5) consecutive hours which shall include a one (1) hour unpaid meal period. The regular workweek consists of thirty-seven and one-half (37.5) hours and shall consist of five (5) consecutive workdays, Monday through Friday.

Within five (5) working days from the employee's effective date of hire or any exceptions or modifications to the employee's work schedule (as stated below in Article 5.1.3 and 5.1.5), the District will forward to CSEA a signed copy of the Personnel Action form signed by the hiring Administrator. (Refer to Article 11.1)

- 5.1.1 The length of the regular workday and workweek for bargaining unit employees who work at least fifty percent (50%) of full-time shall be in all instances a fixed regular and ascertainable minimum number of hours not less than 18.75 hours per week.
- 5.1.2 The length of the regular workday and workweek for bargaining unit employees who work less than fifty percent (50%) of the full-time working hours shall not be less than one (1) hour per day on the days worked.
- 5.1.3 Exceptions to the workday or workweek schedule for full- and part-time employees would be allowed for any employee currently working a different schedule or any employee mutually agreeing with the District to work a different schedule.
- 5.1.4 The regular workday of Public Safety Officers shall consist of eight (8) consecutive hours which shall include a forty-five (45) minute paid meal period. By mutual agreement between the employee and the District, Public Safety Officers may be scheduled for four (4) consecutive days of ten (10) hours per day. A ten hour shift shall include a one (1) hour paid meal period. The workweek for Public Safety Officers shall consist of a forty (40) hour workweek with consecutive workdays, Sunday through Saturday, and with consecutive days off. Public Safety Officers shall not work more than sixteen (16) hours in one twenty-four (24) hour period without a minimum of eight (8) consecutive hours off. Exceptions to this section shall be declared emergencies by the District Chancellor, Governor of California, President of the United States, or their designees..
- 5.1.5 The District and CSEA agree that an employee may request modification of the 37.5 hour workweek of 7.5 hours per day, 5 days per week. The request is subject to the approval of the supervisor. Employees whose work schedule is less than 100% of full time may also request a modification of their work schedules.

The adjustment of the work schedule will not result in a reduction of the total hours worked in a week but will increase the daily hours worked above 7.5 hours, e.g. 9.375 hours per day for four (4) days per week. The daily adjusted work hours also will not result in shift differential pay. Other than for Public Safety Officers working four days per week and 10 hours per day as described above, for hours that exceed the employee's daily adjusted work hours or exceed the 37.5 hours per

week, overtime pay/compensatory time will be paid.

Example: Monday – Thursday the employee works 9.375 hours. Overtime/compensatory time begins after the 9.375 hours worked. Absence affidavits also must reflect the daily adjusted work hours.

It is understood that the above modification may not be possible in some work areas and will vary from department to department. In all cases, the employee work schedule must be approved in writing by the supervisor.

- 5.2 **Rest Periods:** Unit members working four (4) hours or less shall be granted a fifteen (15) minute rest period per day. Unit members working more than four (4) hours and up to six (6) hours per day shall be granted one (1) fifteen (15) minute rest period and an unpaid meal period per day. Unit members working in excess of six (6) hours per day shall be granted two (2) fifteen (15) minute rest periods, to be taken, whenever practical, in the middle of each work period, as well as an unpaid meal period per day. By mutual consent of the immediate supervisor and the employee, the meal period and the rest periods specified in this article may be modified. The one (1) hour duty-free meal period shall be provided as close as possible to the middle of the regular workday. During meal periods, Public Safety Officers shall be paid and shall be subject to duty for emergency calls for service only.
- 5.3 **Overtime Assignments:** Overtime assignments shall be made only by mutual consent of the employee and the supervisor except in situations deemed to be an emergency, in which case the District may require overtime.
- 5.3.1 The duties of certain classes of jobs are subject to fluctuations in daily working hours which are not susceptible to administrative control. As a consequence, the Board, in accordance with Education Code Section 88026, exempts these classes from overtime compensation for service in excess of the hours in the workday, but agrees that hours worked in excess of the hours in a workweek, or for hours worked on a holiday, will be compensated on an overtime basis. The classes to which this section applies are: Athletic Trainer, Theatre Technician/Events Coordinator and Theatre Events Manager.
- 5.3.2 **Pay or Compensatory Time Off:** Overtime shall be paid in accordance with Article 8.6 at the current rate of pay of the employee. However, if the employee requests to take compensatory time off, and the supervisor agrees, compensatory time may be arranged in accordance with Article 8.6.2.
- 5.3.3 **Call Back:** A minimum assignment of four (4) hours shall be given to an employee who is requested to return to work without having received notice of such request prior to the end of his/her normal work assignment. If notice is received prior to the end of the normal daily work assignment, the minimum assignment shall be two (2) hours.
- 5.3.4 **Overtime Distribution:** Overtime shall first be distributed and rotated as equally as is practical among employees in the bargaining unit within each department at each

site, considering skills necessary.

5.3.5 **Public Safety Overtime Distribution:** Overtime shall be distributed to Public Safety Officers according to the following procedure:

- 1) The Department shall contact all officers in the bargaining unit to notify them of the availability of overtime hours.
- 2) From within the group of officers who respond to such notification within thirty (30) minutes, the Department shall rotate the distribution of available overtime hours as equally as is practical, first to officers at the site where the overtime is available, and then, if necessary, to officers at other sites within the District.

5.4 **Excess Work for Part-Time Employee:** Any part-time employee in the bargaining unit who works a minimum of thirty (30) minutes per day in excess of his/her part-time assignment for a period of twenty (20) consecutive working days or more, shall have his/her basic assignment changed to reflect the longer hours in order to have vacation, sick leave and other benefits adjusted proportionately.

5.5 **Computing Number of Hours Worked:** For the purpose of computing the number of hours worked, time during which an employee is excused from work because of holidays, sick leave, vacation, compensatory time off, or other fully paid leave of absence shall be considered as time worked by the employee. Employees receiving salary continuance insurance benefits are not in paid leave status.

5.6 **Minimum of Twelve (12) Hours Between Shifts for KCSM Engineers:** The District and CSEA agree that there shall be a minimum of 12 hours between shifts for KCSM engineers subject to around-the-clock staffing. Overtime by the individual on the first shift does not count as part of the 12 hours.

5.7 **KCSM Engineers** The Broadcast Engineering Staff represented by CSEA at KCSM consists of the following job classifications: a) Broadcast Operations Engineers b) Broadcast Engineers II c) Senior Broadcast Engineer(s) In regards to Engineering employees represented by CSEA at KCSM, the following is agreed to:

- The work week for Broadcast Operations Engineers and Broadcast Engineers II shall be five (5) consecutive days.
- There shall be a minimum of 48 hours, duty free time, between work weeks.
- The work week and/or work shift may be changed by management with two (2) weeks advance notice.
- The KCSM employees work schedule shall be posted monthly in a location accessible to all employees.
- All overtime is to be distributed equally, with consideration of skills needed for the work.

ARTICLE 6: VACATION

6.1 **Schedule:** The vacation accrual for full-time, 12-month employees is as set forth in 6.1.1. Unit members who are employed for less than full time shall earn prorated vacation credit.

6.1.1 **Vacation Accrual:**

Year	Vacation Hours Earned per Month Worked	Total Number of Vacation Days Earned During Year
1	6.250	10
2	6.875	11
3	7.500	12
4	9.375	15
5	9.375	15
6	9.375	15
7	10.000	16
8	10.000	16
9	10.625	17
10	11.250	18
11-14	12.500	20
15-19	13.750	22
20-24	15.000	24
25 and more	16.250	26

6.1.2 **Vacation Requests:**

1. Each department/supervisor shall evaluate its specific workload, timelines, cycles, etc., to determine when it is essential for particular personnel to be at work. Based on this evaluation, each department/supervisor may, if necessary, block out up to six (6) weeks in a fiscal year during which vacations are restricted; no more than three (3) consecutive weeks may be blocked at a time, and there must be a minimum of two (2) consecutive weeks between blocked time periods.
3. Employees shall be advised to avoid requesting vacation during these restricted period unless there are extenuating circumstances.
4. 1 An employee’s request for vacation shall be in writing or sent electronically via e-mail to the employee’s immediate supervisor. Supervisors shall respond in writing or electronically via e-mail within five (5) working days of receipt of the request. The supervisor’s response shall be written and dated, with reasons cited if the request is denied. Requests that are not submitted at least five (5) days prior to the first requested day of vacation may be rejected.
 - 4.1.1 Denied requests or requests not responded to may be appealed to the next level supervisor who shall respond within five (5) working days.

4.1.2 If the vacation request is denied or there is no response as provided in 4.1.1, the employee may refer the vacation request to the President of the College or the Vice Chancellor – Human Resources & Employee Relations for resolution. He/she shall respond with five (5) working days. The decision reached at this level shall be final.

5. Employees shall be permitted to request up to four (4) weeks of accumulated vacation time in one continuous period, subject to normal vacation scheduling guidelines.

6.2 **Probationary Employees:** Probationary employees are eligible to accrue vacation, but may not use it prior to reaching three (3) months of employment. Employees who receive an evaluation during the probation period with an overall rating that is less than “satisfactory” shall not be eligible to use accrued vacation until they have completed probation.

6.3 **No Advancement:** Vacation credit may not be used before it is earned.

6.4 **Maximum Accrual:** Vacation credit shall only accumulate for that number of days which equals a two-year accrual for an individual employee. When the number of days accrued reaches the maximum amount allowable, vacation days will cease to accumulate until the total balance drops below the two-year maximum.

6.4.1 The two-year accrual maximum is based on the employee's current accrual rate.

6.5 **Requests:** Vacations shall be scheduled as requested by employees insofar as possible within the District's work requirements. If there is a conflict, the needs of the District will govern the scheduling of vacations. If a decision must be made between two or more employees as to vacation scheduling, the employee with the greatest District seniority will be given preference.

6.6 **Credit at Separation:** Upon separation from employment, vacation time accrued and not used will be paid at the regular salary rate of the employee for both permanent and probationary employees.

6.7 **Compensation:** Compensation while on vacation will be at the regular rate that the employee receives, including shift differential pay and long service pay, if any.

6.8 **Interruption/Termination:** An employee in the bargaining unit shall be permitted to interrupt or terminate vacation leave for reasons of bereavement or in cases of illness or injury requiring hospitalization. In cases of such interruption or termination the provisions regarding bereavement leave and illness leave shall apply.

6.9 **Change of Dates Due to Illness/Injury:** If a bargaining unit employee's

vacation becomes due during a period when on leave due to illness or injury, the employee may request the vacation date to be changed. If the needs of the District do not permit honoring the employee's request and no other vacation dates are available within the timeline set in Article 6.5, the employee may carry over the vacation to the following year.

- 6.10 **Vacation Not Permitted /Compensation:** If an employee is not permitted by the District to take his/her full annual vacation, the amount not taken shall accumulate for use in the next year. The total amount that is permitted to be accrued is two (2) times the employee's annual vacation entitlement. If an employee reaches the maximum accrual and is unable to take the time off to reduce the accrual amount, the employee may request no more than one (1) week of accrued vacation to be paid in cash.
- 6.11 **WCIS Vacation:** Vacation pay for WCIS employees will be paid at the end of the Fall and Spring semesters.

ARTICLE 7: HOLIDAYS

- 7.1 **List of Holidays:** The Board will grant the following sixteen (16) paid holidays annually, as well as any additional holidays mandated by Education Code Section 88203.

Martin Luther King's Birthday
Lincoln Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Day following Thanksgiving
Winter Recess (total of seven District work days)

- 7.2 **Holiday on Saturday or Sunday:** When a holiday falls on Sunday, the succeeding workday shall be observed as the Board approved holiday. When a holiday falls on Saturday, the preceding workday shall be observed as the Board approved holiday or CSEA and the District shall mutually agree to the replacement holiday.

- 7.3 **Holidays for Employees on Work Week other than Monday through Friday:**

- 7.3.1 Full-time employees who are regularly scheduled to work other than Monday through Friday, and who are scheduled to work on a Board approved holiday will receive pay as specified in Article 8.6.3.
- 7.3.2 Employees who are regularly scheduled to work other than Monday through Friday, and whose regularly scheduled day off falls on a Board approved holiday, may elect to receive an "in lieu" holiday or their regular rate of pay of seven and one-half (7.5) hours for each holiday. (Prorated hours for part-time employees.)
- 7.3.3 The "in lieu holiday" must be mutually scheduled between the employee and supervisor within one (1) month of the actual holiday or the day will be paid on the next regular pay check.

- 7.4 **Winter Recess:**

- 7.4.1 Winter Recess is defined as the period starting with the last official work day before Christmas Eve through and including New Year's Day for a total of seven (7) work days. (See Article 5.1 Regular Workday/Workweek.)
- 7.4.2 Employees who are not assigned to duty during the Winter Recess shall be paid for the last official work day before Christmas Eve through New Year's Day.
- 7.4.3 For Bookstore employees represented by CSEA, upon mutual agreement between

the employee and the Bookstore Manager, an employee may be asked to work the winter holidays starting with December 23rd through and including December 31st, to prepare for the beginning of the spring semester. If an employee elects to work during this period, the employee will be paid at his/her regular rate of pay. The employee will then be granted an alternative time in which to take the same amount of holiday time, normally during the spring break, but such time must be taken before the end of the fiscal year. An employee who agrees to work these winter holidays, and works in excess of 7.5 hours per day or 37.5 hours in a week, will be paid at 1.5 times his or her regular hourly rate for the hour worked in overtime.

ARTICLE 8: PAY AND ALLOWANCES

8.1 **Regular Rate of Pay:** The regular rate of pay of each member of the unit is based upon range placement of the classification to which the employee is assigned. (Appendix B)

8.1.1 The full-time monthly salary range is specified in Appendix C.

Total Compensation Formula: the formula in the attached spreadsheet will be used to calculate the funds available to CSEA to distribute between salary, benefits or other items as desired. The amount available for 2016/17 is as shown on the spreadsheet: a salary increase of 2.07%; an increase to the District monthly benefit cap of \$36 for an individual, \$95 for 2-party and \$117.39 for family; an increase in LSI as stated in Article 8.4; and an additional step as stated in Article 8.1. The amount available for the 2 succeeding years will be determined each year based on the percentage increase on property taxes shown on the San Mateo County Assessor's website (<https://secure.smcare.org/apps/art/Login.aspx>) as well as any amounts due to appeals, etc. The Executive Vice Chancellor (EVC) shall make the property taxes available to CSEA no later than July 8 of 2017 and 2018 and proposed CalPERS medical rates when they are made available. CSEA shall determine the distribution of the funds and communicate that to the EVC by the later of July 15 or 30 days after the CalPERS rates are made available. The EVC and CSEA shall review the estimates and costs in advance so that the relatively short turn-around is not a hardship.

Minimum allocation: The District shall guarantee that the minimum allocation to CSEA shall be at least enough to cover any increases in regulatory benefits on the base salaries and step increases. In no case shall the Total Available for Compensation and Benefits be less than zero.

Comparability: The District agrees to provide at least the same total compensation formula to CSEA as is provided in other collective bargaining agreements that may be reached following this date for contract years 16-17, 17-18 and 18-19.

Additional Step: Effective July 1, 2016, add "Step 6" to the salary ranges specified in Appendix C. All employees who reached Step 5 prior to June 30, 2015 shall be placed at Step 6 as of July 1, 2016.

8.1.2 A new employee of the unit will normally be placed at Step 1. The Chancellor-Superintendent may recommend initial placement above the first step in exceptional circumstances that affect the interests of the District.

8.1.3 Subject to satisfactory performance of the employee, step advancement from one step to the next will occur on the classification anniversary date of that employee.

8.1.4 The regular rate of pay shall include any shift differential and/or longevity increment required to be paid under this Agreement.

- 8.2 **Shift Differential:** Members of the unit whose regular schedule includes work before 6:00 a.m. or after 4:30 p.m. will be paid a differential for any time worked before 6:00 a.m. or after 4:30 p.m. The differential paid will be that specified as the shift differential. The shift differential is five percent (5%) of regular salary. One shift differential will be paid for the entire shift if the shift begins between 2:00 p.m. and 10:29 p.m. A ten percent (10%) shift differential will be paid for the entire shift if the shift begins from 10:30 p.m. to 4:59 a.m.

In return for the continue availability of the Senior Broadcast Engineers KCSM-TV/FM for engineering transmission services, a seven and one-half percent (7.5%) shift differential shall be applied to the hours worked outside their regular shift. This differential shall be in addition to the overtime pay involved. The Shift differential for the KCSM/TV Broadcast Engineering staff shall be: 5% for all hours worked between 8:00 P.M. and 5:00 A.M. and 15% for time worked between 5:00 A.M. and 6:00 A.M.

- 8.2.2 The KCSM-TV/FM Engineering Staff who reports for duty at 5:00 a.m. shall be paid a shift differential of 15% for the period from 5:00 a.m. to 6:00 a.m.

- 8.3 **Detail Assignments:** When a detail assignment continues for any portion of two (2) or more working days within a fifteen (15) day calendar period, the employee's salary shall be adjusted upward for the entire period of the detail assignment in such an amount as will reasonably reflect normal and assigned duties.

Within five (5) working days after the completion of the salary order by Human Resources, the District shall provide the President of CSEA with written notification of detail assignments, the rate of pay of such assignments, and the effective date of the detail assignment with the end date not to exceed thirty (30) calendar days.

If the current detail assignment will continue past thirty (30) calendar days, said detail assignment will be posted in accordance with Article 8.3.4 allowing sufficient time for a five (5) day posting period and selection process prior to the end of the thirty (30) calendar day limit.

- 8.3.1 If an employee assumes duties of a higher level position, the employee will be assigned detail pay for those duties which are outside of, or are inconsistent with, his/her normal assignment. Step placement on the higher salary range will be at the lower step which results in an increase of at least five percent (5%). If no step will result in a five percent (5%) increase, the employee will be placed on the highest step of the new range.
- 8.3.2 Said "detail assignment" shall not extend beyond 100 working days or for the term of a Leave of Absence (if said leave is the reason for a "detail assignment") after which said position shall be advertised.
- 8.3.3 Extension of the 100 working day period or past the expiration of the Leave of Absence must have the agreement of CSEA.

8.3.4 The District will post notices of all non-management classified detail opportunities which are expected to last more than 30 days. Any unit member may apply for the detail assignment within five (5) working days of posting.

8.4 **Longevity Service Increments:** Effective January 1, 2005, a member of the unit beginning his/her eighth (8), twelfth (12), sixteenth (16), twentieth (20), twenty-fourth (24), or twenty-eighth (28) years of continuous service with the District will be granted monthly long-service increments based on the schedule below. An employee will be eligible for the increment on the appropriate employment anniversary date and those who are employed less than full-time will have the increment prorated accordingly.

<u>Beginning Year:</u>	<u>Monthly Increment:</u>
Eight (8)	2.75% of base Salary
Twelve (12)	3.75% of base Salary
Sixteen (16)	6.25% of base Salary
Twenty (20)	8.0% of base Salary
Twenty-four (24)	10.75% of base salary
Twenty-eight (28)	12.0% of base Salary

8.4.1 The monthly increment will be added to the salary specified in the salary schedule and along with any applicable shift differential will become the regular rate of pay as specified in Section 8.1.

8.5 **Upward Step Placement:** A member of the unit who is permanently assigned to a classification at a higher range will be placed on any step which will result in an increase of at least five percent (5%). If no step increase will result in an increase of five percent (5%), the employee will be placed on the highest step of the new range.

8.6 **Overtime Compensation:**

8.6.1 **Overtime on a Regular Work Day** Employees who work overtime shall be compensated at a rate of 1.5 times the employees' regular hourly rate of pay. Except for Public Safety Officers or employees on approved alternate work schedules pursuant to 5.1.3 through 5.1.5, overtime shall be defined as more than seven and one-half hours in a day or thirty-seven and a half (37.5) hours in a week. Employees who work more than twelve (12) hours during any twenty-four (24) hour period shall be entitled to compensation at the rate of 2.0 times the employees' regular rate of pay for any time worked in excess of twelve (12) hours. Overtime must be approved in advance by the appropriate supervisor.

8.6.2 **Compensatory Time Off** Compensatory time is earned at time and one-half for each hour worked, in the same manner as pay is earned (as specified in 8.6.1) and may accrue up to a maximum of Fifty (50) hours during each fiscal year. Once an employee has reached the maximum accrual of compensatory time off during the fiscal year, all overtime hours worked thereafter shall be paid. Compensatory hours must be utilized by the end of each fiscal year. All accrued but untaken hours as of June 30th of each year shall be paid at the current regular rate of pay.

If special arrangements have been made between the supervisor, the employee and Human Resources to utilize the compensatory time after June 30 of a fiscal year or accrue in excess of fifty (50) hours during the fiscal year, the President of CSEA will be notified by Human Resources via e-mail within five (5) working days from approval.

8.6.3 **Overtime Worked on a Holiday** Employees who are scheduled to and work on a Board approved holiday, as specified in Article 7.1, shall be compensated at a rate of 1.5 times the employee's regular hourly rate of pay. Refer to Article 7.3 for employees whose work week is other than Monday through Friday.

8.6.4 **Beyond Twelve (12) Hours Worked on a Holiday.** When an employee works in excess of the employee's scheduled workday on a holiday, (up to the first twelve (12) hours) shall be compensated at 1.5 times the employee's regular hourly rate of pay, plus holiday pay at 1.0 times the employee's regular hourly rate of pay. Hours worked beyond twelve (12) on a Board approved holiday shall be compensated at 2.0 times the regular hourly rate of pay.

8.7 **Salary Survey:** At least once every four (4) years, a salary survey shall be completed with the following criteria:

The compensation for each bargaining unit classification will be compared with the compensation for similar classifications using the Bay Ten community colleges and other organizations as mutually agreed upon by the District and CSEA no later than January 31 of the survey year. For employees in classifications assigned to KCSM, the District and CSEA agree to utilize a mutually agreed upon alternate list of survey organizations.

Comparisons will be of monthly salaries for organizations surveyed, adjusted for the number of hours worked per week. Monthly salaries in those districts whose employees work a 40-hour week will be multiplied by a factor of .9375 to equate them to the monthly salaries of SMCCCD employees who work a 37.5-hour work week. No later than January 1 of the survey year, CSEA shall provide the District with any proposed changes to the list of benchmark positions in Appendix D.

By April 15 of the survey year, the parties agree to accomplish the following:

- 1) The parties shall mutually agree to any proposed changes to the list of benchmark positions in Appendix D.
- 2) The District shall review the generic job descriptions for the benchmark classifications, and the parties shall meet and confer over any proposed changes to these job descriptions.

- 3) The District shall identify the positions at the comparator organizations and provide this list of positions to CSEA. The parties shall mutually agree to the list of comparison positions.
 - a. In the event that the parties disagree on more than half of the comparator job descriptions for any one position, CSEA and the District shall mutually agree on a different District position within the job family for benchmark purposes.
 - b. If after two failed attempts to reach agreement on part 3a, the District shall submit only the job description for the position (with no indication of the job titles) to the comparator organizations and each comparator organization shall determine the comparison position.
 - c. If a comparator organization does not respond within 30 days, the District shall send a reminder. If the comparator organization does not respond to within 60 days total, that organization will not be included in the survey.

The District shall compile the required salary information for the comparison positions and shall provide the final salary survey information to CSEA no later than May 31 of the survey year. For contract year 16/17, the survey information shall be provided to CSEA no later than August 31, 2017.

- a. Salary schedule step one (1) will be used as the basis for comparison.
- b. The grouping of the classification families to be reviewed shall be as described in Appendix **D**.
- c. Results of the survey will be utilized to show how our District compares to the fourth ranked pay rate within each comparison classification.
- d. CSEA will receive a copy of all documentation utilized for the survey upon completion of the survey and prior to the commencement of negotiations about the salary survey results.
- e. Unless otherwise agreed, the District and CSEA shall negotiate about any adjustments to compensation to be made as a result of the salary survey. Such negotiations shall not commence until survey results have been received from each of the Bay Ten community colleges.
- f. Any change in compensation negotiated as a result of the salary survey shall be calculated independently, and would be in addition to any change in compensation pursuant to Article 8.1.
- g. Salary surveys will be conducted for benchmark classifications once every four (4) years starting with the first survey to be conducted between July 1, 2016 and May 30, 2017, followed by the next survey between July 1, 2020 and May 30, 2021, and every four (4) years thereafter. Any changes in compensation will

be effective for the entire classification family as of July 1 of the survey year, e.g. July 1, 2017 or July 1, 2021, even if negotiations extend beyond July 1 of the survey year.

- 8.8 **Notification of Accrued Leave:** The District shall notify each employee in writing (by January 31 of each year) of the employee's accumulated sick leave and accrued vacation time, including a statement of the amount of sick leave and vacation time for which the employee is eligible during the coming year.
- 8.9 **Tools, Equipment, Uniforms, and Special Clothing:** The District will supply all tools, equipment, uniforms, and other special clothing and supplies reasonably necessary for the performance of employment duties. If the employee provides tools and equipment belonging to the employee for use in the course of employment, the District shall provide a safe place to store such tools and equipment. If the employment duties of an employee reasonably require use of any equipment or gear to insure the safety of the employee or others, the District shall furnish or reimburse the employee the full costs of procuring such.
- 8.9.1 **Public Safety Officers Equipment and Supplies:** Public Safety Officers are as follows: Public Safety Sergeant, Public Safety Officer and Public Safety Assistant.

The District will provide bulletproof vests to Security Officers and Safety Assistants while on duty; the type of vest to be tailored fabric with interchangeable protective plates. Vests shall remain property of the District. Specific equipment for security officers is specified in Department Policy.

- 8.9.2 **Public Safety Officer Uniforms and Uniform Allowance:** Each eligible full-time and part time (50% FTE or less) officer shall receive an annual uniform allowance paid on each July 1. Effective July 1, 2017, full-time officers shall receive an \$800 uniform allowance, and part-time officers shall receive \$450. The District will provide uniforms to new employees. In July following the completion of one year of employment, new employees shall receive a prorated uniform allowance. Employees shall receive one-twelfth (1/12th) of the allowance for each full calendar month of service completed between the end of the first year of employment and July 1.

Upon terminating employment, permanent employees shall receive a prorated uniform allowance. Employees will receive 1/12th of the allowance for each full calendar month of service completed between the previous July and the date their service is terminated.

Beginning July 1, 2017, each July 1, employees who were on unpaid or non-industrial disability leave in the previous fiscal year shall receive a uniform allowance that is prorated as described above.

- 8.9.3 **Damage or loss of uniforms or equipment through no fault of the officer will be replaced by the District (provided adequate care and security measures were exercised by the officer).**

- 8.9.4 **New Employees:** Each Public Safety Officer will be provided a basic uniform and all necessary equipment upon being hired. Upon successful completion of probation, each Public Safety Officer shall receive \$300 uniform allowance payment. Thereafter, as of July 2017, in July of each year, each Public Safety Officer shall receive the uniform allowance payment specified in 8.9.2.

The following shall be considered as basic uniform for all Public Safety Officers:

1. Three short-sleeve shirts (navy blue)
2. One long-sleeve shirts (navy blue)
3. Three pair uniform trousers (navy blue)
4. One tie (black)
5. One tie bar (yellow metal)
6. One nameplate (yellow metal)
7. One duty jacket (navy blue/black)
8. One rain jacket
9. One pair footwear (black)

All equipment must be in accordance with department policy upon purchase.

- 8.10 **Conferences, Seminars, Workshops:** CSEA members wishing to attend a conference, seminar or workshop shall first pursue funding from the Classified Staff Development Program. Should funding not be available through Classified Staff Development, the employee may apply for funding through the division to which he/she is assigned. Priority for such funding will follow normal procedures as they apply to all employees.

If approval is granted by the responsible administrator to attend a work-related conference, seminar or workshop, whether on-campus or off-campus, the employee shall receive paid release time to attend.

- 8.11 **Stipend for Bookstore Employees:** Regular bookstore employees, regardless of classification, who assume some responsibility for store management in the absence of the Manager, will receive a stipend based upon 10% of the Bookstore Manager's grade at Step 1, for those hours after 3:00 p.m. Monday through Thursday, when the Manager's normal working hours have ended. The stipend will be given to the current employee working these hours, will be added to base pay, and will be effective the full year regardless of whether the Manager is in the store after 3:00 p.m. or not.
- 8.12 **Paychecks:** Paychecks will be available on the last working day of the month (PAYDAY). Employees whose work shift begins after 4:00 p.m. may receive their paychecks after 3:00 p.m. on the calendar day prior to PAYDAY. If the calendar day prior to PAYDAY is not also a workday, paychecks will be distributed on PAYDAY.
- 8.13 **Payroll Errors:** Proper salary class and step placement is a joint responsibility of the employee and the District. All employees are to review their salary placement at least annually and should they believe that they are improperly placed on the salary schedule,

they are to immediately bring to this information to the attention of the District.

8.13.1 Insufficient Payment: Any payroll error resulting in insufficient payment for an employee in the bargaining unit shall be corrected, and a special payroll check issued no later than five (5) working days after the District has received both a written request from the employee and verification of the error. Otherwise, the supplemental amount will be included in the next regular paycheck following verification of the error.

8.13.2 Overpayment: If the District overpays the employee, the employee shall, upon realizing the fact or upon notification from the District, repay the full amount of such overpayment. If the overpayment is \$100 or less, the employee shall have the overpayment deducted in the next paycheck. For overpayments exceeding \$100, the repayment schedule shall be equal to the number of months the employee was overpaid. For example, an employee who was overpaid a total of \$300 over a period of three months shall have \$100 deducted for the three months.

Employees who leave the District or go on unpaid leaves prior to complete repayment shall have the remainder of the overpayment deducted from their final check. If the final check is insufficient to cover the amount owed, the employee will submit the necessary funds to the District within 30 calendar days.

ARTICLE 9: HEALTH AND WELFARE BENEFITS

9.1 The Board will provide members of the unit with benefits described in the subsequent sections.

9.1.1 **Medical Insurance:** The Board will provide each eligible employee and eligible dependents with one of the PERS Health Plans as chosen by the employee from among those listed in the PERS Basic Health Plan Book.

The medical caps for the PERS Health Plans will be as follows:

As of January 1, 2017

Single:	\$800.00 per month
Two Party:	\$1372.00 per month
Family:	\$1789.39 per month

As of January 1, 2018 (To Be Determined)*

As of January 1, 2019 (To Be Determined)*

**The increases in 2018 and 2019 will be determined by CSEA within the Total Compensation framework set forth in Article 8 "Pay and Allowances."*

The District will continue to offer Section 125 of the Internal Revenue Code for over-cap medical premiums paid by individual employees.

The plans are fully described in the PERS Basic Health Plan Book, which is available in the Office of Human Resources.

9.1.2 **Dental Insurance:** Board will provide each eligible employee and eligible dependents with Delta Dental Plan (DDP) or the coverage provided by Private Medical-care Inc. (PMI). The plans are described in the benefits handbook available in the Office of Human Resources.

9.1.3 **Life Insurance:** The Board will provide each eligible employee with a term life insurance policy covering the employee and eligible dependents. The life insurance plan is described in detail in the benefits handbook available in the Office of Human Resources. The term life insurance coverage shall equal one time the employee's annual base salary.

9.1.4 **Salary Continuance Insurance:** The Board will provide each eligible employee with salary continuance insurance/employee assistance program to cover disability after the employee's sick leave balance has been exhausted. The salary continuance insurance/employee assistance program plan is described in detail in the benefits handbook available in the Office of Human Resources. The maximum monthly

benefit for unit members shall be \$5,000 per month.

9.1.5 **Vision Insurance:** The District will provide each eligible employee and eligible dependents with Vision Service Plan (VSP) Plan C.

9.1.5 **Medicare Part B:** The Board will pay the premiums for Medicare Part B coverage for an eligible retiree and/or spouse over 65 years of age.

9.2 **Employed 50% or More of Full-Time to be Eligible:** To be eligible for the benefits described in this article, a member of the unit must be employed at fifty percent (50%) or more of full-time for either a 9-, 10-, 11-, or 12-month assignment, and be either a permanent or probationary employee of the District. Employees who work less than fifty percent (50%) may buy into Kaiser Foundation Health Plan L.

9.2.1 The Board will provide the benefits described in this article for a five-month period after paid sick leave has been exhausted.

9.3 **ELIGIBLE DEPENDENTS/DOMESTIC PARTNERS:** Eligible dependents/domestic partners are those specified in the contracts between the District and the insurance carriers.

9.3.1 The District agrees to include domestic partner benefits in the PERS Health Plans offered by the District. The definition of domestic partner shall be that used by PERS Health Plans. If the definition of a domestic partner used by PERS changes, the District shall implement the change on the effective date allowed by PERS. Domestic partners shall comply with all registration requirements required by state law and PERS, and shall complete all necessary declarations and statements of financial liability. Forms are available in the Office of Human Resources.

9.3.2 **Dental/Vision for Domestic Partners:** The District agrees to include domestic partner benefits in the dental and vision plans offered by the District. In order to be considered a domestic partner, the following criteria must be met:

1. The two individuals are each other's sole domestic partner and intend to remain so indefinitely.
2. Neither individual is married to, or legally separated from anyone else nor has had another domestic partner within the prior six (6) months (unless the relationship terminated due to death).
3. Both individuals are at least eighteen (18) years of age and mentally competent to consent to contract.
4. Neither individual is related by blood to a degree of closeness that would prohibit legal marriage in the state in which the individuals reside.
5. The individuals co-habit and reside together in the same residence and intend to do so indefinitely. The individuals have resided in the same household for at least six (6) months.
6. The individuals are not in the relationship solely for the purpose of

obtaining benefits coverage.

7. The individuals have engaged in a committed relationship of mutual caring and support and are jointly responsible for each other's common welfare and living expenses. The individuals interdependence is demonstrated by at least two (2) of the following:

- Proof of domestic partnership from the California Secretary of State (required for domestic partnership medical coverage under the Public Employees' Retirement System).
- Common ownership of real property (joint deed or mortgage agreement) or a common leasehold interest in property.
- Common ownership of a motor vehicle.
- Driver's license listing a common address.
- Proof of joint bank accounts or credit accounts.
- Proof of designation as the primary beneficiary for life insurance or retirement, benefits, or primary beneficiary designation under a partner's will.
- Assignment of a durable property power of attorney or health care power of attorney.

- 9.3.3 Dependent children of domestic partners are eligible for coverage if they have been legally adopted by the District employee and are unmarried, primarily dependent on the employee for support, and meet the age, school, and all eligibility requirements of the various medical, dental and visions plans.

- 9.4 **Medical and Dental Benefits for Retired Unit Members:** The Board will provide medical benefits and dental benefits as described in the benefits handbook available in the Office of Human Resources for an eligible retired member of the unit, and spouse/domestic partner, continuing during the life of the retired member of the unit and, following the death of the retired member, the un-remarried surviving spouse/domestic partner. The District shall advise unit members of their rights under the Federal COBRA law for the continuation of benefits at the expense of the employee upon termination of employment for any reason. The list of "Qualifying Events" is listed in the benefits handbook available in the Office of Human Resources. This section of the article will remain in effect as long as Federal Law requires this action.

- 9.4.1 To be eligible for District-paid retiree medical and dental benefits, the retiree must have ten (10) full years of service with the District, and the age at retirement of the retiree (in full years) when added to the number of completed full years of service must total 75 or more. For a year of service to be counted, the assignment must have been such that the employee was eligible for medical insurance benefits if such benefits were available to employees. Retirees with five (5) full years of service with the District who do not qualify as stated above, shall have the option of participating, at their own expense, in the PERS Health Plan System as described

in the benefits handbook available in the Office of Human Resources.

- 9.4.2 For unit members whose first day of paid service commences on or after July 1, 1992, to be eligible for District-paid retiree medical and dental benefits, the retiree must have twenty (20) full years of service within the District; must be at least 55 years of age; must be currently employed by the District at the time of retirement and the age at retirement of the retiree (in full years) when added to the number of full years of service must total 75 or more. For a year of service to be counted, the assignment must have been such that the employee was eligible for medical insurance benefits if such benefits were available to employees.
- 9.4.3 If an employee qualifies for retiree medical benefits as provided in Section 9.4.1 and dies while still an employee of the District, the unremarried surviving spouse/domestic partner will receive the same benefits as the unremarried surviving spouse/domestic partner of a retiree as provided in Section 9.4
- 9.4.4 For unit members employed on or after May 1, 1987, the maximum amount paid by the District for retiree medical benefits would be the amount the District would have been required to pay had the retiree selected the appropriate Kaiser Health Plan.
- 9.4.5 For unit members whose first day of paid service commences on or after July 1, 1992, the maximum amount paid by the District for retiree health benefits (medical and dental) shall be at the same amount as a single active employee per month until the employee becomes eligible for Medicare Part B. At that time, the District will then pay the cost of the lowest medical plan available within the agreement between the parties.
- 9.4.6 For unit members whose first day of paid service commences on or after July 1, 1994, the maximum amount paid by the District for retiree benefits (medical and dental) shall be at the same amount as a single active employee per month until the employee becomes eligible for Medicare Part B. At that time, the District will then pay, for the employee only, the cost of the lowest medical plan available within the agreement between the parties.

9.5 **Retiree Benefits Table:** The following chart illustrates Articles 9.4 through 9.4.6:

CSEA Retiree Benefits*, Options, and Conditions

Retirement Requirements

Effective Date	Benefit	Conditions	Spouse or Domestic Partner
Employed before 07/01/92	Lifetime Medical	<ul style="list-style-type: none"> • 10 years of service • Age + service = 75 • Employed by the District at time of retirement 	Yes
Employed on or after 07/01/92	Lifetime Medical	<ul style="list-style-type: none"> • 20 years of service • Age 55 • Age + service = 75 • Employed by the District at time of retirement 	Yes, if hired before July 1, 1994

Retiree Medical Plans

Effective Date	Benefit	Conditions	Spouse or Domestic Partner
Employed before 05/01/87	Choice of any plan	<ul style="list-style-type: none"> • District to pay medical for current plan at time of retirement 	Yes
Employed after 05/01/87 through 06/30/92	Choice of any plan	<ul style="list-style-type: none"> • Benchmarks maximum cost to Kaiser 	Yes
Employed after 07/01/92 through 06/30/94	Cap at same amount as single active employee per month until eligible for Medicare, part B, then cost of lowest plan available	<ul style="list-style-type: none"> • Sets cap and benchmarks cost to lowest plan available 	Yes
Employed on or after 07/01/94	Cap at same amount as single active employee per month until eligible for Medicare, part B, then cost of lowest plan available	<ul style="list-style-type: none"> • Sets cap and benchmarks cost to lowest plan available • Employee Only 	No

* Retiree benefits include medical and dental benefits only. These benefits do not include vision

care, life insurance or employee assistance plans.

ARTICLE 10: LEAVES

- 10.1 **Leave of Absence** for illness or injury, also known as sick leave, will be provided by the Board.
- 10.1.1 An employee who is employed five (5) days a week shall be granted twelve (12) days of paid leave for illness or injury for twelve (12) full months of service.
- 10.1.2 An employee who is employed five (5) days a week for less than twelve (12) full months of service will receive the proportion of the twelve (12) days leave that the number of months employed bears to twelve.
- 10.1.3 An employee who is employed less than five (5) days per week or less than thirty-seven and one-half (37.5) hours per week, shall receive prorated sick leave hours.
- 10.1.4 Pay for any day of absence covered by this leave shall be the same as the pay which would have been received had the employee served during his/her regular work hours on the day of leave.
- 10.1.5 The full amount of the sick leave granted under this section shall be credited to each employee at the beginning of the fiscal year. Sick leave need not be accrued prior to taking such leave; however, a probationary employee shall not be eligible to use more than six (6) days of sick leave before completion of the probationary period.
- 10.1.6 Unused leave granted under this section may be accumulated without limit from year to year.
- 10.1.7 Upon retirement, employees will be credited with additional service time for unused sick leave, according to procedures prescribed by law.
- 10.1.8 Sick leave may be drawn upon for medical or dental appointments when they cannot be scheduled at off-duty hours.
- 10.1.9 Medical verification may be required by management to make proper determination of eligibility for benefits under this article. Management will require medical verification for employee absences of five consecutive working days or less, as follows: Should a supervisor reasonably believe that an unsatisfactory pattern of absence has developed, the supervisor shall first meet with the affected employee to discuss the matter. Should the unsatisfactory pattern of absences continue, the supervisor may require medical verification of employee absence.
- 10.1.10 Unused sick leave accrued in California public elementary schools, secondary schools, or community colleges may be transferred to this District in accord with Education Code Section 88202. Official verification of unused sick leave should be forwarded to the office of the District of Human Resources, where it will be credited to the employee's sick leave balance.

- 10.1.11 If absence because of illness or injury extends beyond accumulated leave for this purpose, the employee will be paid at fifty percent (50%) of his/her regular rate for a period not to exceed one hundred (100) working days, inclusive of days provided under Sections 10.1.1 – 10.1.3. The fifty percent (50%) benefit begins upon the expiration of full paid sick leave. In no event shall this benefit extend beyond one hundred (100) working days in a fiscal year.
- 10.1.12 When all paid leave has been exhausted, an employee may request a six (6) month leave of absence without pay to protect his/her job. The leave may be renewed twice, for a maximum total of eighteen (18) months.
- 10.1.13 When able to resume the duties of his/her position within the class to which he/she was assigned, an employee may do so at any time during leave of absence granted under Article 10.1. The employee shall be restored to a position within the class to which he/she was assigned and, if at all possible, to his/her position with all the rights, benefits and burdens of a permanent employee.
- 10.1.14 **Catastrophic Leave:** The District shall create a catastrophic leave program as follows:
- a. Employees may donate one sick leave day per fiscal year to each person suffering a catastrophic illness; however, each employee must retain at least 22 sick leave days (approximately one work month) for his/her own account.
 - b. Donated sick leave will be recorded sequentially. As required by Education Code Section 87045(d)(3), donated sick leave cannot be returned to the donor even if it is unused.
 - c. Any employee who received eligible sick leave credits under this program shall first exhaust all paid leave he/she has accrued.
 - d. The Vice Chancellor of Human Resources and the President of CSEA shall determine whether or not to grant a request for "Catastrophic Leave" based on verification by a medical doctor as to the nature of the illness or injury, anticipated length of absence and the prognosis for recovery.
 - e. The number of sick days that can be received by an employee is limited to fifty (50) days per fiscal year.
 - f. If an employee is probationary at the time of taking a catastrophic illness leave, that employee's probationary status will resume upon return to work from catastrophic illness leave. Donated sick leave time is not counted towards attainment of regular status.

10.2 **Work-related accident or illness** leave will be provided as follows:

- 10.2.1 The accident or illness must have arisen out of and in the course of employment, and must be accepted by the San Mateo County Schools Insurance Group as a bona

vide injury or illness.

- 10.2.2 Allowable leave for each work-related accident or illness will be for the number of days of temporary disability, but will not exceed sixty (60) working days during which the colleges are in session or when the employee would otherwise have been performing work for the District in any one fiscal year.
- 10.2.3 Allowable leave will not be accumulated from year to year.
- 10.2.4 Work-related accident or illness leave as described in these Articles will commence on the first day of absence.
- 10.2.5 Work-related accident or illness leave will be reduced by one day for each day of authorized absence, regardless of any temporary disability indemnity award.
- 10.2.6 Maximum salary during any one period will not exceed the normal salary rate. An employee provided an award under Worker's Compensation will endorse in favor of the District the daily wage award earned during the sixty (60) working day period. The District, in turn, will pay the absent employee his full normal wage for each day of absence during the sixty (60) working day period.
- 10.2.7 If an accident or illness occurs at a time when the full sixty (60) working days will overlap into the next fiscal year, the employee is entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.
- 10.2.8 If an employee exhausts the sixty (60) working days of entitlement and is still unable to return to duty, he/she will then commence to use his/her sick leave, compensatory time, other leave and vacation entitlements, in that order. The daily wage award made under Worker's Compensation will continue to be endorsed to the District. The District will pay the difference between the daily Worker's Compensation award and the normal daily rate of pay. Accumulated or available sick leave, compensatory time, or other leave, however, will be reduced only by the amount required to provide a full day's wage when added to the Worker's Compensation award for each day of absence.
- 10.2.9 When an employee has been absent due to a work-related accident or illness and all leaves are exhausted, paid or unpaid, he/she will be placed on a reemployment list for a period of thirty-nine (39) months. If at that time, during the thirty-nine (39) months, the employee is able to assume the duties of his/her position, he/she will be reemployed in the first vacancy in the classification of his/her previous assignment. His/her reemployment will take preference over all other applicants, except for a reemployment list established because of lack of work or lack of funds, in which case the person shall be listed in accordance with appropriate seniority regulations. Upon resumption of his/her duties, the break in service will be disregarded and he/she will be fully restored as a permanent employee.

- 10.3 **Family Illness Leave:** Concurrent with any eligibility for Family Medical Leave under the law, an employee may be granted six (6) days paid leave per year in the event of the serious illness of a member of his/her immediate family. An employee may use up to six (6) days of accrued sick leave to attend to a spouse, child, parent, grandparent, grandchild, son-in-law, daughter-in-law, mother or father-in-law, sister, brother, aunt, uncle, domestic partner, domestic partner's child, domestic partner's parent, any person who stood in the place of a parent, or relative living in the immediate household of the employee. Such leave will be deducted from the employee's regular sick leave account.
- 10.4 **Paid Bereavement Leave:** up to three (3) days per occurrence, or five (5) days if out-of-state travel is involved, will be allowed for death of the spouse or domestic partner, child, child of domestic partner), parent (includes parent of spouse or domestic partner), grandparent, grandchild, aunt, uncle, sibling, son-in-law, daughter-in-law, brother-in-law, sister-in-law and any person who stood in place of a parent or relative living in the immediate household.
- 10.5 **Personal Necessity:** In case of personal necessity, a member of the unit may draw on accumulated sick leave not to exceed seven (7) days in any fiscal year for any one or any combination of the following purposes:
- a. Additional days beyond the three (3) or five (5) of bereavement leave granted in paragraph 10.4, or for bereavement of a relative not covered under paragraph 10.4.
 - b. Accident involving the employee's person or property or the person or property of the employee's immediate family.
 - c. Appearance in court or before an administrative tribunal as a litigant.
 - d. Religious holidays other than legal holidays on the Board-adopted calendar.
 - e. Imminent danger to his/her home occasioned by an event such as flood or fire, serious in nature, which under the circumstances the employee cannot reasonably be expected to disregard, and which requires the attention of the employee during his/her assigned hours of service.
 - f. Such other reasons as approved by the District.
- 10.5.1 Two (2) of the seven (7) personal necessity days may be used at the employee's discretion without prior approval.
- 10.6 **Unpaid Personal Business Leave:** An employee who wishes to take time off for the employee's personal business, must have the time approved in advance from the designated supervisor and will result in a reduction in salary of one day's pay for each full day of absence, with proportional deductions for partial days of absence.
- 10.7 **Military leave of absence** will be granted as provided for in the Military and Veterans' Code of the State of California. Such leave must be verified from a copy of the military

order requiring military duty.

- 10.8 **Jury Duty:** A member of the unit who is ordered to appear in court for jury duty or as a witness under subpoena on any day upon which he/she is required to render service to the District shall receive full salary less an amount equal to any fees received. Any specific amount provided for meals, mileage, and/or parking allowance provided by the court shall not be considered as part of the amount received for jury duty or witness fees.
- 10.9 **Maternity/Child Bonding Leave:** The Board of Trustees shall grant maternity and or child bonding leave to any permanent classified employee
- 10.9.1 **Maternity Leave:** Employees may take a maximum of twelve (12) calendar months of maternity leave for each birth. The twelve-month period of time begins on the first date that the treating physician authorizes absence from work, and ends twelve calendar months later. Accumulated sick leave may be used for any period of time which the employee must be absent from work as prescribed by the physician.
- 10.9.2 **Child Bonding Leave:** The District shall grant child bonding leave without pay to any permanent classified employee upon request. Such leave shall be for a maximum period of what is allowable under FMLA/CFRA law. Prior to such leave, the unit member shall be required to provide four (4) weeks notice prior to the anticipated date upon which the leave is to commence. An employee may elect to utilize accrued vacation or other accrued paid leave other than paid sick leave during child bonding leave.
- 10.10 **Leave for Conferences/Special Meetings/Special Assignments:** An employee may be granted a paid leave for the purpose of attending a conference or special meeting, or engaging in other temporary assignments in the performance of duties on the approval of the Chancellor-Superintendent or his/her designee.
- 10.11 **Leave of Absence:** A leave of absence may be granted to any employee on a paid or unpaid basis upon the request of the employee and the approval of the Board. For an employee to be eligible for medical benefits as described in 9.1, the employee must be employed for fifty percent (50%) or more of the month.
- 10.12 **Break in Service Guidelines:** Absence under paid leave shall not be considered a break in service, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence. An unpaid leave shall not be considered a break in service (for seniority purposes) but the individual shall not accrue other benefits provided under the provisions of this contract during the period of the leave.
- 10.13 **Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA) Benefits:** Family care leave in accordance with provisions of the Family Medical Leave Act, the California Family Rights Act, and the District Policy on Leaves of Absence will be applied concurrently with employee sick leave, extended sick leave, Work-related Accident/Injury Leave and/or other applicable paid District leaves. District policy provides for application of the FMLA and CFRA to domestic partners and children of domestic partners.

Additional leave may be granted to supplement FMLA/CFRA leaves as provided in other articles in this collective bargaining agreement.

ARTICLE 11: TRANSFERS AND REASSIGNMENTS

- 11.1 **Assignment to Position:** Each member of the unit is assigned to a position by Board action. Each position is assigned a job classification and is part of the Classified Service of the San Mateo County Community College District. Within Board authorization, the Chancellor has the authority to assign all employees as to location of assignment and specific hours and workweek/workday (Refer to Article 5.1) of employment

Upon Board approval and within five (5) working days, the District will send to the CSEA President a copy of the Board approved Personnel Action Form, which states the employee's permanent work schedule. (Refer to Article 5.1)

- 11.1.1 An employee gains permanency and employment rights as an employee of the District but not as an employee in a specific work location.

- 11.2 **Notification of Vacancies:** When a new position in the classified service is created or an existing position becomes vacant and replacement is approved, all employees in the bargaining unit shall be notified by the Office of Human Resources.

- 11.2.1 **Notification Process:** The District will post all open classified service positions for five (5) working days for regular employees. This time frame will not be altered if, for any reason, an employee is not on duty to reply within the five (5) working days.

- 11.2.2 **Employee Request:** Upon notification, the employee has a right to submit the required letter of application, resume or other specified materials as a transfer request if the position is in the same classification. Transfer applicants shall be considered before applications from external applicants are viewed by the hiring manager or any member of the hiring committee. The screening committee for all transfer applicants will be no more than three (3) members. The transfer selection process shall conclude at least two (2) days prior to the first review date for external applications for the position.

- 11.2.3 **Selection Process:** The District is under no obligation to transfer or reassign any current employees who apply through this process. Should an administrator elect not to select from among the reassignment/transfer candidates, the position shall be filled through the standard recruitment and selection process or through the administrative transfer process. At the request of the employee, the specific reason(s) a transfer applicant was not selected shall be set forth in writing and given to the employee.

- 11.3 **Promotional Probation:** Any employee who is promoted into a position shall be placed in a six-month probationary status, similar to a new employee. If the District or the employee elects to end the promotional probationary period, the impacted employee shall have rights of return to his/her former position.

- 11.4. **Administrative Transfers:** Administrative transfers within the same classification, but to a different job site, may be made by the Chancellor-Superintendent or his/her designee based

upon justifiable needs of the District and considering the justifiable needs of the employee.

- 11.5 **Administrative Reassignment**, within the same classification but to a different position at the same job site, may be made by the College President or Chancellor at that job site based upon justifiable needs of the District.
- 11.6 **Employee May Request a Meeting**: An employee involved in an administrative transfer or reassignment may request a meeting with the appropriate administrator and be given the specific reason(s) for such administrative transfer or reassignment. Upon request by the employee, the reason(s) will be set forth in writing.

ARTICLE 12: GRIEVANCE PROCEDURE

12.1 **Grievance Definitions**:

- 12.1.1 A "grievance" is defined as an alleged violation of a specific article or section of this Agreement which personally and adversely affects the grievant.
- 12.1.2 A "working day" is any day in which the central administrative offices of the San Mateo County Community College District are open for business.
- 12.1.3 A "grievant" may be an employee, group of employees, or the union. The Union may file grievances over alleged violations of the contract.
- 12.1.4 A "party in interest" is a person or persons making a claim of grievance or any person who might be required to take action or against whom action might be taken in order to resolve the grievance.

12.2 **Purpose**:

- 12.2.1 The purpose of this grievance procedure is to provide for the processing of a claim of grievance, and to secure, at the lowest possible administrative level, solutions to problems which may from time to time arise under this Agreement.

12.3 **Level I**: A grievance will first be discussed orally with the grievant's immediate supervisor with the objective of resolving the matter informally. In the event that the grievant is not satisfied with the attempted or suggested resolution by informal means, the grievant may submit a grievance in writing to the chief executive officer of the college upon forms supplied by the District. Grievances filed by members of the unit assigned to the District Office shall be initiated in writing at Level II.

- 12.3.1 If the grievant has not filed a grievance in writing within ten (10) working days after speaking informally to the immediate supervisor, the grievance will be deemed to have been waived.
- 12.3.2 If a formal grievance has been filed, the grievant may: (a) discuss the grievance personally, or (b) request that a representative accompany him/her. In all cases, a

Level I meeting will be scheduled within seven (7) working days of the filing date.

- 12.3.3 The chief executive officer shall, within ten (10) working days following the meeting to discuss the grievance, render his/her decision and the reasons therefore, in writing, to the grievant. A copy of the decision at this level shall be sent to the Vice Chancellor, Human Resources and CSEA.
- 12.4 **Level II:** If the grievant is not satisfied with the disposition of the grievance at Level I, the grievant may file for a Level II hearing within ten (10) days of the receipt of the Level I decision or within fifteen (15) days of the close of the hearing at Level I if no Level I decision has been rendered, whichever is sooner. Grievants not complying with the above time constraints for filing at Level II will be deemed to have waived their rights to a Level II hearing. A grievant filing for a Level II hearing will forward the written grievance to the Office of the Vice Chancellor, Human Resources. The written statement at Level II shall include:
- 12.4.1 A description of the specific grounds of the grievance, including names, dates, and places necessary for a complete understanding of the grievance;
- 12.4.2 A listing of the specific article or section of this Agreement alleged to have been violated;
- 12.4.3 A listing of the reasons why the immediate supervisor's proposed resolution is unacceptable;
- 12.4.4 A listing of specific actions requested of the District which will remedy the grievance; and
- 12.4.5 A request for a conference with the Vice Chancellor, Human Resources or his/her designee, if desired.
- 12.4.6 The Vice Chancellor, Human Resources, or his/her designee, may request a conference with the grievant. If either the grievant or the Vice Chancellor, Human Resources or his/her designee requests a conference at Level II, the request shall be granted. The grievant, any party at interest, and the Vice Chancellor, Human Resources or his/her designee may request the presence of a representative or representatives at any conference.
- 12.4.7 The Vice Chancellor, Human Resources or his/her designee shall render a written decision to the grievant within ten (10) working days after the conference at Level II, if one has been requested, or within ten (10) working days after receipt of the grievance if no conference is held. Information copies of the decision shall be sent by the Vice Chancellor, Human Resources or his/her designee to the college chief executive officer, to the CSEA, and to any representative designated by the grievant.
- 12.5 **Level III:** If the grievant is not satisfied with the disposition of the grievance at Level II, the grievant may, through the CSEA, request that the grievance be arbitrated. Such written

request shall be filed in the Office of the Vice Chancellor, Human Resources within ten (10) working days after receipt of the written decision at Level II. The CSEA shall retain the right to determine which grievances may proceed to arbitration.

- 12.5.1 A certified Court Reporter shall be employed to record verbatim the entire arbitration hearing if requested by either the CSEA or the District. In any case in which a court reporter is involved, the parties shall share equally the cost of such reporter including per diem, mileage, and other out-of-pocket expenses. If the arbitrator requests a court reporter, the parties shall likewise share equally the cost of such reporter. The cost of transcripts shall be borne by the party ordering such transcripts. All other expenses shall be borne by the party causing them to be incurred.
- 12.5.2 When arbitration has been requested, the parties shall contact the California State Mediation and Conciliation Service for a list of at least 5 but no more than 9 arbitrators. The CSEA and the Vice Chancellor, Human Resources, or his/her designee, shall alternately strike names from such list until only one (1) name remains. The parties shall flip a coin to determine who has the right to decide who will strike the first name. This person shall be designated as the arbitrator, and shall proceed to hear the grievance.
- 12.5.3 The function of the arbitrator shall be:
 - a. To hold a hearing concerning the grievance, and
 - b. To render an advisory award within thirty (30) days after the close of the hearing.
- 12.5.4 Once the arbitrator has been selected, hearings shall commence and be held at the convenience of the arbitrator. However, hearings shall be confined to working days.
- 12.5.5 Neither the District nor the grievant shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party. The arbitrator shall consider only those issues which have been properly carried through prior steps as required by the provisions of this grievance procedure.
- 12.5.6 The arbitrator shall not render any award which conflicts with or alters this Agreement or external law. It is understood, however, that the arbitrator shall interpret the Agreement in accordance with acceptable rules of contract construction.
- 12.5.7 The arbitrator is empowered to include in any award such financial reimbursements or other remedies as judged to be proper and fix the effective date of any such award or finding.
- 12.5.8 Each party shall bear the full costs for its representation in the arbitration. The arbitrator's fees and charges shall be divided equally between the grievant and the

District.

12.6 **Level IV:** Either the District or the grievant may appeal the advisory award of the arbitrator to the Board of Trustees within ten (10) working days after the receipt of such advisory award. If neither party appeals the advisory award of the arbitrator, the decision shall become final and binding on both parties.

12.6.1 If an appeal is filed, the Board of Trustees shall render its decision within twenty (20) working days after receipt of the appeal at this level, or twenty (20) working days after receipt of the transcript of the arbitration hearing, whichever comes later. The decision of the Board of Trustees shall be final and binding on all parties.

12.7 **General Provisions:**

12.7.1 No grievance shall be recognized unless it shall have been presented at the appropriate level within twenty (20) working days after the grievant knew, or with reasonable diligence, should have known of the act or condition and its aggrieving nature that forms the basis of the grievance, and if not so presented, the grievance will be considered as waived.

12.7.2 A decision rendered at any level shall be considered final unless an appeal is registered within the time limits specified.

12.7.3 Time allowances set forth at each level shall be considered final unless an appeal is registered within the time limits specified.

12.7.4 Should the hearing of any grievance require that an employee be released from his/her regular assignment, he/she shall be so released without loss of pay or benefits.

12.7.5 No reprisals of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.

12.7.6 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

12.7.7 All parties to the grievance shall make available to other parties involved all pertinent information not privileged under the law in its possession or control which is relevant to the issues raised by the grievance.

ARTICLE 13: SAFETY

- 13.1 **District Assumes Responsibility for Safety:** The Board recognizes that in providing the educational program of this District, it assumes the responsibility for the safety of District employees while they are in and on the facilities provided in furtherance of that program. The District recognizes its responsibilities to comply with relevant Cal-OSHA regulations and guidelines. (California Labor Code, Section 6300 et seq.; California Administrative Code, Section 330 et seq.)
- 13.2 **Publishing/Posting of Rules and Providing Safe Equipment:** The Board shall provide, publish, and post rules for safety and the prevention of accidents, provide protective devices (including prescription safety eyewear) where they are required for the safety of employees, and provide suitable and safe equipment where such equipment is necessary for the operation of the District.
- 13.3 **District Shall Maintain Safe Work Environment:** The District shall at all times maintain standards of safety and sanitation in conformance with law. Union and District shall cooperate to eliminate hazards and correct any conditions that adversely affect the health and safety of employees.
- 13.4 **Employee Shall Notify Supervisor:** Any employee who observes a condition in the working environment that he/she believes violates this article and feels is unsafe and creates any imminent danger of harm to any person will make every attempt to immediately notify his/her immediate supervisor of the existence of such condition. Nothing herein shall be deemed to preclude such employee from contacting any other person or entity that may have the jurisdiction or ability to investigate or correct the alleged unsafe condition.
- 13.5 **Appeal Process:** This appeal process shall be used if a complainant believes this article has been violated and the complainant has notified his/her immediate supervisor of an alleged unsafe working condition impacting a unit member, and the complainant feels that District management has failed to take appropriate corrective action. The complainant may submit a written statement of the alleged condition or violation and any proposed corrective action to the Vice Chancellor of Facilities. The Vice Chancellor of Facilities shall then take appropriate corrective action or forward the complaint within five (5) working days to the Executive Vice Chancellor. The Union shall be informed in writing of the response to the complaint at each level of this appeal process.
- 13.5.1 **Executive Vice Chancellor:** Within five (5) working days of receipt of any such complaint, the Executive Vice Chancellor or designee shall initiate appropriate corrective action, or shall initiate action to convene the District Safety Management Committee. The Committee shall investigate the complaint and shall prepare written findings and recommendations within fifteen (15) working days after being convened.
- 13.5.2 **Chancellor:** If the District Safety Management Committee recommends corrective action, and the Executive Chancellor/designee does not approve such action, the complainant may appeal to the Chancellor or his/her designee within 15

working days after receipt of his/her copy of the decision by the Executive Vice Chancellor or designee. The Chancellor shall review the complaint and all recommendations and make a decision in writing within fifteen (15) days of receipt of the appeal.

- 13.5.3 **Board:** The complainant may appeal the decision of the Chancellor/designee within 15 working days after receipt of his/her copy of the decision to the Board of Trustees. The decision of the Board shall be final.
- 13.6 **Safety Committee:** A Safety Committee shall be established on each campus and will include two (2) representatives appointed by CSEA. A Campus Safety Committee will meet at least quarterly. A District Safety Management Committee will meet at least twice each fiscal year.
- 13.6.1 The committees shall promulgate internal committee rules to promote and maintain a safe and healthful campus environment, educating and training personnel in safe work practice.
- 13.6.2 The committees shall recommend consistent District-wide procedures for scheduling safety inspections to identify and correct any unsafe conditions and work practices that may be in conflict with Section 13.1 of this Article.
- 13.6.3 The committees shall meet to discuss accident and illness prevention methods, injury and illness records, and the results of regular safety inspections.
- 13.6.4 The committees shall make recommendations to a District Safety Management Committee on the elimination of risks, on corrective actions on identified hazards, and on training needed to maintain environmental safety within the District.
- 13.6.5 This Article shall not be subject to the arbitration provision of the Grievance Procedure set forth in Article 12 herein.
- 13.6.6 Union members of the Safety Committee shall be allowed reasonable released time for Committee meetings.

ARTICLE 14: PERFORMANCE EVALUATION PROCEDURES

- 14.1** **Purpose:** A formal written performance evaluation addresses the overall job performance of an employee and provides a documented record of the job performance.
- 14.2** **Schedule of Evaluations:** All unit members shall be evaluated by the immediate supervisor in conjunction with the responsible administrator . If the immediate supervisor has not supervised the employee for at least six months at the time the evaluation is due to be completed, the responsible administrator shall conduct the evaluation with the immediate supervisor as follows:
- Probationary Employees — at the completion of the first three (3) and five (5) months of employment in the employee’s position. There will be no exception or waiver for this time period, provided, however, that if employee is on an approved leave of absence of any kind (including sick leave and/or vacation) for a period of more than thirty (30) calendar days, the District may extend the probationary period by the length of the leave. Failure to adhere to this schedule will result in the employee becoming a Permanent Employee of the San Mateo County Community College District
- Permanent Employees—annually on the employee’s anniversary date in the position, however if two successive satisfactory evaluations are completed, the reviews are conducted on a biannual basis. (Refer to Article 3.7 for definition of anniversary date)
- The evaluation process for permanent employees may begin thirty (30) calendar days prior to the employee’s anniversary date and must be completed within sixty (60) days after the employee’s anniversary date. If the employee is on leave of absence of any kind (including sick leave and/or vacation) for a period of more than thirty (30) calendar days during the ninety (90) day window for evaluation, the immediate supervisor shall conduct the evaluation within sixty (60) calendar days of the employee’s return from said absence.
- If the immediate supervisor fails to complete the evaluation process within the timelines outlined above, no evaluation will be recorded for the year and the next evaluation will be conducted on the employee’s next anniversary date. Employees currently on the biannual cycle will remain on this cycle.
- 14.3** All evaluations shall be based upon direct knowledge and observation by the immediate supervisor and responsible administrator. The employee shall be given a copy of the performance evaluation at least three (3) working days prior to a meeting between the evaluator and the employee to discuss the evaluation.
- 14.4** **Negative Evaluations:** Any negative evaluation shall include specific recommendations for improvements to assist the employee in meeting any/all recommendations made. The employee shall have the right to review and respond to the evaluation.
- 14.5** **Signing:** All evaluations shall be signed by the immediate supervisor, the responsible administrator (if other than the immediate supervisor) and by the employee. Signing the evaluation form does not necessarily indicate that the employee agrees with the evaluation but that the immediate supervisor and employee have met and discussed the evaluation.

- 14.6 Copy Distribution:** One copy of the completed evaluation form shall be given to the bargaining unit employee. The original evaluation report will be forwarded to the Office of Human Resources for placement in the official personnel file of the employee.
- 14.7 Disagree with Evaluations:** A bargaining unit employee who disagrees with the evaluation may file a written response and/or request a meeting to review the evaluation with the respective College President or Vice Chancellor, Human Resources. Employees in the District Office may appeal to the Executive Vice Chancellor or the Vice Chancellor, Human Resources. If a response is not provided in writing to the employee and CSEA within thirty (30) calendar days, the appeal will be deemed accepted and any changes to the evaluation requested by the employee will be honored.
- 14.8 Personnel File:** The official personnel file shall be located in the Office of Human Resources. Upon request, every bargaining unit member shall have the right to inspect and receive a copy of all material in his/her personnel file and electronic copies of Personnel Action Forms and Salary Orders. Any employee shall have the right to be accompanied by a CSEA representative when reviewing his/her personnel file and shall have the right to show the contents of his/her file to a designated representative. In addition, individual personnel files shall be made available to the CSEA representative with written authorization from the employee.
- 14.8.1** All information of a derogatory nature shall not be entered or filed in any personnel record unless and until the employee is given notice. (Education Code 87081)
- Upon receiving such notice the employee may:
1. Enter, and have attached to any derogatory statements, his/her own comments with regard to the information;
 2. Request a hearing with the appropriate administrator. If the employee and the administrator cannot reach agreement, the employee may appeal to the Vice Chancellor, Human Resources for final determination. If there is no response to the employee and CSEA within the thirty (30) calendar days, the appeal will be deemed accepted by the District and no derogatory information will be placed in the employee's personnel record. (Education Code 87081)
- 14.8.2** Employees shall be informed specifically through written communication by their supervisor or person initiating the placement of any derogatory material in their personnel file of the following:
1. Date the material was sent for inclusion in the personnel file;
 2. Any communications to the Office of Human Resources accompanying the material.
- 14.8.3** All material made a part of the file shall be dated for the date of incident, date of origin of composition, as well as the date material is received for the personnel file.

Such material shall also be signed by the originator of the material.

14.8.4 Upon request, every bargaining unit member shall have the right to inspect and receive a copy of all material in his/her file, except for the following:

1. Materials obtained prior to the employment of the person involved;
2. Materials prepared by identifiable examination committee member
3. Materials obtained in connection with a promotional examination.

ARTICLE 15: MANAGEMENT RIGHTS

- 15.1 The right to manage the college district and to direct its employees and operations is vested in and reserved by the District, and shall be unrestricted except that exercise thereof may not extinguish any lawful right or benefit expressly provided for in this Agreement.

ARTICLE 16: EFFECT OF AGREEMENT

- 16.1 **Contrary to Law:** If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.
- 16.2 **Board Policies:** This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the Board.
- 16.3 **Changes:** This Agreement shall constitute the full and complete commitment between both parties, and shall supersede and cancel all previous agreements both written and oral. All matters within the scope of bargaining have been negotiated and agreed upon by the parties hereto. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- 16.4 **Successor Agreements:** The Board agrees to enter into negotiations with CSEA over a successor agreement no later than six (6) weeks after the public meeting of the Board of Trustees at which time CSEA successor agreement proposals are presented to the Board as per the requirements of Government Code Section 3540 et seq. Any agreements to negotiated shall be reduced to writing after ratification by the parties.
- 16.5 **Copy Distributions:** As soon as practical after settlement of this contract is reached, the parties shall cause copies of this contract to be printed for distribution to all employees in the bargaining unit and future bargaining unit employees to be hired within the effective period of the contract. The parties agree to share equally the cost of such duplication and distribution, including all clerical time and materials.

ARTICLE 17: CLASSIFICATION SYSTEM MAINTENANCE

17.1 **Reclassification**

17.1.1 For the purpose of this article, the following definitions shall apply:

Class - or "classification:" Classified positions grouped according to categories having similar tasks (called "job families"), the same title, and the same salary range.

Generic Job Description: A specification of the class that outlines the scope of the class, lists a sample of typical job duties, the knowledge, skills, and abilities required to perform the tasks at a satisfactory level of success; and the minimum requirements for education and experience.

Reclassification: The process by which major changes to the job duties assigned to positions are recognized by changes in the class to which those positions are designated.

17.1.2 **Requests for Reclassifications:** A request for classification review may be submitted by the employee, supervisor/administrator, or the CSEA to the Office of Human Resources. The duties upon which the reclassification is based must have been assigned by the administrator on a permanent basis, or performed by the worker with the supervisor's knowledge, explicit or implicit. All requests shall be submitted using the appropriate classification review forms available in the Office of Human Resources. A copy of the request shall be forwarded by the Office of Human Resources to the President of the CSEA and the requestor.

17.1.2.1 The Vice Chancellor, Human Resources, or designee, shall issue a written recommendation regarding the request within forty (40) working days to the employee and to the President of the CSEA.

17.1.2.2 If the CSEA and/or the employee(s) agree with the recommendation or no appeal is made, the Office of Human Resources shall follow procedures leading to full implementation in a timely fashion as mutually agreed upon by the parties. The effective date of the reclassification shall be the date the recommendation was agreed to or such other date mutually agreed upon by the parties.

17.1.2.3 If the CSEA and/or the employee(s) disagree with the recommendation, they may request a second review based on additional information within fifteen (15) working days and the Vice Chancellor, Human Resources or designee shall issue a response within thirty (30) working days, or they may appeal the recommendation through the grievance procedure at Level II within ten (10) working days. The effective date of the reclassification shall be negotiated to the extent permitted by law and the good will of the parties.

17.1.2.4 Review of Procedures and Forms: CSEA and the District agree to jointly review current procedures to determine if the process can be streamlined and the forms to be revised to become more 'user friendly'. Upon adoption of the collective bargaining agreement, this matter will be referred to the Joint Labor Management Committee.

A decision to reclassify an employee to a higher position shall be retroactive to the date the employee began performing the higher-level duties, or to six (6) months prior to the submission of the request for classification review, whichever date is later. If higher level duties previously assigned to the employee are removed from the position as a result of a reclassification decision, the employee shall receive pay for performing the higher level duties retroactive to the date they began performing the duties, or to six (6) months prior to the submission of the request for classification review, whichever date is later, and shall be paid until the date the duties are removed.

17.1.3 **Notification of Intent to Change:** If the District intends to change the classification of a position or positions as a result of a new job analysis, reorganization and/or other reasons, the District shall notify the President of CSEA #33 in writing (or orally if acceptable to both parties). The CSEA will either:

1. submit its written or oral argument with the change(s), or
2. submit a written or oral rebuttal and negotiate the proposed change(s) or effects of the change(s), to the extent permitted by law and the good will of both parties, or
3. submit a written or oral statement of "no position" with regard to the change(s).

Upon receipt of the CSEA written or oral agreement with the change(s) or "no position" statement, the Office of Human Resources shall then follow procedures leading to full implementation in a timely fashion as mutually agreed upon by the parties. The effective date of the reclassification shall be negotiated to the extent permitted by law and the good will of the parties.

If the recommendation is rebutted by the CSEA and negotiation is requested, the parties shall meet within twenty (20) working days to resolve any differences and reach agreement. The effective date of the reclassification shall be negotiated to the extent permitted by law and the good will of the parties.

17.1.4 By mutual agreement of both parties, timelines may be altered.

17.2 **MEET AND CONFER:** The District agrees to meet and confer with CSEA in regard to the effect of and the actual decision to:

1. group classifications into occupational groups,
2. set salary ranges for newly created classifications,
3. allocate positions to classifications.

17.3 **NEGOTIATE REDUCTIONS:** The District agrees to negotiate the effects of the decision to:

1. create a new classification to perform functions not previously performed,
2. abolish a classification thus ceasing to engage in functions previously performed,
3. revise job specifications,
4. transfer work from one classification to a different or newly created classification,
5. transfer work from one classification to another.

17.3.1 The District agrees to negotiate a decision to:

1. reduce the hours of any position or group of positions rather than to eliminate the position(s) by layoff.
2. reduce the work year of any position or group of positions rather than to eliminate the position(s) by layoff.

17.4 **Procedures:** The District shall notify the President of CSEA, Chapter No. 33, of its intent to take any of the ten actions specified in Sections 17.2, 17.3 or 17.3.1 no later than thirty (30) days prior to the proposed effective date of the action.

17.5 By mutual agreement of both parties, timelines may be altered.

ARTICLE 18: REORGANIZATION PROCEDURES

- 18.1 The District may consider department or division reorganizations with the goal of creating a more streamlined, cost-effective service delivery in the Colleges and Chancellor's Office. Implementation of these new processes may have a direct impact on current position allocations, staffing levels and current position classifications. The following processes will be used to reorganize job functions and the delivery of services and to address the impact of these changes on individual employees. The intent is to have employees understand the rules, be well informed about the process, know what to anticipate, and be treated fairly.
- 18.2 The Chancellor and Board of Trustees have adopted the following "principle" as a guideline for these changes:
- 18.2.1 There will be no employee lay-offs as a result of reorganization. A systems approach will be taken to identify the College and/or District Office departments (divisions) that would benefit most by reorganization of their primary and supportive services. Department and division reorganizations shall be implemented only to create streamlined, efficient and effective service delivery models, which address current student and organizational needs.
- 18.2.2 Reorganizations may result in different staffing allocations and/or position classifications that include the following three scenarios:
- 18.2.2.1 Classifications requiring the same sets of knowledge, skills and abilities falling within a plus or minus 5% salary range change
- 18.2.2.2 Classifications requiring different sets of knowledge, skills and abilities and a salary range increase greater than 5%. A skills demonstration may be required of candidates for positions in which there is a higher level of knowledge skills and abilities required.
- 18.2.2.3 Classifications requiring different sets of knowledge, skills and abilities and a salary range decrease of greater than 5%
- 18.2.2.4 For positions that are represented by CSEA, the union concurrence on all new classifications will be reached prior to implementation of the classification.
- 18.3 Incumbents will initially be apprised of the purpose, principles, goals, and potential classification, staffing and assignment changes, and will participate in ongoing communication throughout implementation of the reorganization.
- 18.4 Incumbents will be provided a reorganization implementation plan that includes various employment options available to them on a priority basis. Available options may include such changes as the following:
- 18.4.1 Eligibility to apply for future-dated, newly created allocations and classifications that result from the reorganization, using internal recruitment and

selection procedures (represented and non-represented incumbents would be eligible to apply) provided that the employee meets the minimum qualifications for the position.

- 18.4.2 Eligibility to apply for other, alternative vacant positions within the District, or the option to exercise vested seniority rights.
- 18.4.3 Eligibility for alternative severance options if offered by the Board of Trustees
Eligibility to elect service retirement through CalPERS or CalSTRS.
- 18.4.4 Availability of early retirement incentives if offered by the Board of Trustees.
As an example, if employees are eligible to retire (age 55 or older and vested in the CalPERS or CalSTRS pension plan), but lack one year to hit the “magic 75”, the Board of Trustees might elect to give a one year service credit so employees could retire with Retiree Health Benefits.
- 18.4.5 Where two or more incumbents met the minimum qualifications for a position, seniority shall be the determining factor as to which employee is selected for a position.
- 18.5 Employees who are impacted by a reorganization will maintain their current classifications, assignments and salaries until such time as the reorganization is implemented.
- 18.6 Affected employees who are reassigned to lower-paying positions as the result of the internal selection procedures will have their current salary “Y-rated” only if their current base salary exceeds the top step of the lower-paying position. This means that an employee will not have his/her current base salary reduced, but no future base salary increases will occur until such time that the top base salary step exceeds the employee’s base salary rate. The employee will continue to receive LSI, if applicable, and any other pay differential that applies to the new assignment. Each individual so impacted will receive a written explanation of how this job change will impact any future salary increases.

ARTICLE 19: REDUCTION IN FORCE

The District & the CSEA agree that should there be a reduction in force due to lack of work or lack of funds/un-funding as determined by the District, the parties shall first use the Managed Hiring process. This procedure shall be used for one or more effected employees. If a matter cannot be resolved via Managed Hiring, the District may proceed to the layoff procedure.

ARTICLE 19A: MANAGED HIRING

The parties may elect to start Managed Hiring at any round.

- 19A1 **Round 1:** The District shall establish and distribute a list of vacant positions to all classified employees in the District. All classified employees shall have the opportunity to apply for these positions. Requests for lateral transfers received in writing shall be considered on a priority basis at this time. An interview and selection process shall occur.
- 19A2 **Round 2:** The District shall post a revised vacancy list to all unit members who hold a position identified as less essential in an overall staffing plan for the College or District. Unit members holding such positions shall have the opportunity to apply for vacant positions. An interview and selection process shall occur.
- 19A3 **Round 3:** The District may place a unit member in a remaining vacant position for which the employee is qualified after consultation with the employee and CSEA. More senior employees shall be given first consideration. Every effort will be made to insure that every employee who wants to remain employed by the District shall be placed in a position.
- 19A4 Employees placed in a lower classification shall have their pay rate “Y-rated” until such time as the compensation rate for that position exceeds their current pay or the employee takes another position in which the pay exceeds the “Y-rated” pay rate. Contractual conditions regarding longevity increases (LSI) will apply to the “Y-rated” pay rate. The unit member shall continue to hold seniority rights per Article 19B of the current Agreement.
- 19A5 On-the-job training shall be provided for unit members who need to gain necessary skills and can do so in a reasonable amount of time.
- 19A6 Employees selected for or placed in a higher classification as a result of this managed hiring program shall serve a six-month probationary period in the higher classification but shall retain permanent status in the District per Article 11.2.4 of the current Agreement.
- 19A7 Employees selected for or placed in a position at the same or lower classification shall not serve a probationary period.
- 19A8 Job titles and classifications for vacant positions shall not be changed without consultation with the CSEA.

There shall be an expedited process to resolve any disputes arising out of the implementation of this agreement. Disputes shall be addressed in writing to the

Employment Manager, office of Human Resources for resolution. Appeals will go directly to the Vice Chancellor of Human Resources for a final decision.

19A9 This process shall not be retroactive and is only available to current unit members.

19A10 Violations of this agreement shall be subject to the grievance process.

19A11 The District may offer a separation agreement to employees on a case by case basis.

ARTICLE 19B: LAYOFFS

19B.1 **Not Subject to Further Negotiations:** CSEA agrees that layoffs and their effects shall not be subject to further negotiations but shall be governed by the provisions of this Agreement. The parties agree that this article is not subject to the grievance procedure specified in Article 12.

19B.2 **Definition:** Layoff is defined as an involuntary separation from District service due to lack of work or lack of funds, or assignment to a class lower than that in which the unit member has permanence, voluntarily consented to by the unit member to avoid interruption of employment by layoff. The definitions of lack of work or lack of funds, and the determination of what positions are to be affected, are reserved to management.

Each of the different job titles included in Appendix A is a class. Appendix A may be amended from time to time to reflect new or deleted classes.

19B.3 **Seniority:** Seniority in a class is based on length of service in that class and higher classes from the last continuous date of hire as a probationary or permanent classified employee.

19B.3.1 Length of service shall mean all hours in a paid probationary or permanent status, excluding overtime, commencing or continuing after July 1, 1971. The District shall compute all time worked prior to July 1, 1971, on an annual hours basis as though each unit member had worked full time.

Hours in pay status will be used to determine the seniority ranking of all unit members hired on or before June 30, 1996. These seniority rankings will be subject to verification by each employee and then these validated rankings will be used in all future seniority matters.

Seniority within the classifications for all members hired on or after July 1, 1996 will be determined by date of hire only.

For members reassigned to another classification on or after July 1, 1996, seniority within that classification shall be determined by date of hire only.

19B.3.2 In the event that two or more employees have equal seniority, the order of layoff shall be determined by lot.

19B.4 **Timelines:** The District shall notify the affected employee(s) and the CSEA no later than forty-five (45) days prior to any planned layoff.

19B.4.1 The District and the CSEA representatives shall meet no later than five (5) days following the receipt of any notices of layoff to review the proposed layoffs and determine the order of layoff within the provisions of this Agreement.

19B.5 **Bumping Rights:** If positions within a class are eliminated, the least senior unit member(s) in the class will be notified of layoff and of the possibility of exercising bumping rights into an equal or lower class, if such possibility exists.

19B.5.1 In lieu of layoff, a unit member may exercise bumping rights into an equal or lower class in which he/she has served if the unit member has more seniority in that class than someone currently serving in that class.

The affected employee shall also have the right to prior consideration, i.e., the right to be interviewed and tested by the hiring manager (and/or designee[s]), of any advertised vacant position which is at or below the range of the position from which the affected employee is being laid off.

19B.5.2 When more than one position is affected, the availability to some unit members of the options of voluntary demotion or the exercise of bumping rights may depend on what options other affected unit members choose. In such cases the District shall notify the unit member and the CSEA of all options known to the District. The unit members shall be allowed to choose from the available options by order of seniority.

19B.5.3 The District may call a meeting of affected unit members or contact unit members individually to determine their preferences.

19B.5.4 An employee may elect layoff in lieu of exercising bumping rights, but this election shall operate to waive any reemployment rights to lower classes.

19B.6 **Re-Employment Rights:** A unit member who has been laid off has reemployment rights (preference over new applicants) for thirty-nine (39) months into the class from which he/she was laid off. Reemployment rights shall be in reverse order of layoff.

19B.6.1 Unit members who have been laid off shall also have the right to apply for open positions. CSEA shall be notified by the District of all employment opportunities within the District.

Unit members who have been laid off shall have the right to prior consideration, i.e., the right to be interviewed and tested by the hiring manager (and/or designee[s]), of any advertised vacant position from which the employee has been laid off.

19B.6.2 The District shall fulfill its duty to communicate an offer of reemployment by depositing a written letter offering reemployment in the certified mail to the last address that the unit member has provided the Office of Human Resources.

19B.6.3 If the District fails to receive an acceptance within the fourteen (14) working days after postmark date of the offer, it shall consider that the unit member has declined the offer of employment.

19B.6.4 A unit member who accepts an offer of reemployment shall be given at least seven (7) calendar days after the unit member's acceptance of the District's offer to return to work. The District may establish a time for return to work of more than seven (7) days. By mutual agreement the unit member may report to work within fewer than seven (7) days.

19B.6.5 A unit member who has accepted an offer of reemployment will be restored to his/her step on the salary schedule but service credit (longevity) and benefits do not accrue during

layoff except as defined under Section 19B.7.

19B.7 Health and Welfare Benefits: The District shall continue to pay health and welfare benefits according to the current Agreement for any employee laid off and currently receiving benefits, for one (1) month from the date of layoff, if the employee has served five (5) or more continuous years in the District.

19B.8 The District may offer a separation agreement to employees on a case by case basis.

ARTICLE 20: DISCIPLINARY PROCEDURES

20.1 STATEMENT OF PURPOSE

DEFINITION: Discipline includes any action whereby an employee is deprived of any classification or any incident of any classification in which he or she has permanency, including dismissal, suspension with or without pay, demotion, or any reassignment, without his or her voluntary consent, except a layoff for lack of work or lack of funds.

The decision to initiate disciplinary proceedings and the determination of the type and the amount of recommended discipline are reserved to the District. However, a unit employee shall be subject to disciplinary action only for cause. Grounds for disciplinary action may be based on the causes enumerated in this Article in Sections 20.1.2 and 20.1.3.

20.1.1 **APPLICATION:** This Article applies to permanent unit members only. Probationary unit members may be terminated or subject to other discipline at the discretion of the District. All references to "days" within this Article shall mean working days.

20.1.2 **PROGRESSIVE DISCIPLINE:** It is the intent of the parties to engage in progressive discipline and, before discipline is normally imposed, the unit member will be given an oral or written warning and a reasonable time within which to correct the deficiency or behavior. This warning may be omitted if the cause for discipline is found by management to be of such a nature that immediate or more severe action is deemed necessary. Management will consider the following elements in making a determination to impose immediate discipline:

1. The nature of the omission, misconduct or deficiency;
2. The probability that the deficiency can be corrected;
3. The harm caused; and
4. The past performance of the unit member.

20.1.3 **CAUSES FOR DISCIPLINARY ACTION:** The following causes are stated by way of illustration. Other valid causes for discipline may be advanced by management.

- a) Incompetence or inefficiency in the performance of his/her duties
- b) Insubordination;
- c) Carelessness or negligence in the performance of duty;
- d) Willful misuse or waste of, or damage to, school District property or equipment;
- e) Unauthorized or excessive absence and/or tardiness

- f) Repeated abuse of leave privileges
- g) Use or possession of intoxicants or controlled substances on the job or reporting for work while under the influence of intoxicants or a controlled substance or conviction of a controlled substance offense;
- h) Dishonesty in handling District funds, records, or other property or falsifying any information supplied to the District, including but not limited to, information supplied on applications, employment records, or any other District record;
- i) Abandonment of position
- j) Discourteous, offensive or abusive conduct or language toward other unit members, students or the public. (This may include, but not be limited to, jokes, slurs, derogatory comments, or other non-work-related conduct or language regarding a person's race, color, religion, national origin, age, medical condition, physical handicap or other non-work-related status.);
- k) Failure to maintain any license or certification needed to perform duties, or failure to meet District insurability requirements;
- l) Violation of District, state or federal regulation(s);
- m) Conviction of any felony or of a misdemeanor involving moral turpitude. A plea or verdict of guilty or a conviction following a plea of nolo contendere, to a charge of a felony or any other offense involving moral turpitude shall be deemed to be a conviction within the meaning of this Section;
- n) Arrest for a sex offense as described in Education Code Section 88022;
- o) Knowingly making, duplicating or causing to be duplicated any key to any District facility without authorization from the appropriate administrator or supervisor; or
- p) Engaging in any employment or other activity that is inconsistent, incompatible, in conflict with or detrimental to the unit member's duties, functions or responsibilities as a District unit member.

20.2 **PROCEDURAL STEPS—INFORMAL COUNSELING:** An informal oral discussion(s) may be initiated by a Supervisor with a unit member when, in the opinion of the Supervisor, a performance-related event has become serious enough for the Supervisor to consider discipline. Three (3) working days prior to the notification to the employee, the President of CSEA shall receive in writing details of the performance-related event.

The unit member shall be informed of his/her right to CSEA representation at said discussion. Following the oral discussion the Supervisor shall, in writing, describe the

problem behavior or areas of needed improvement and the desired corrections needed of the employee. A copy shall be provided to the unit member and CSEA.

20.2.1 The unit member shall be given the opportunity to attach his/her comments to the informal counseling memorandum within ten (10) days of the issuance of the memorandum. The informal counseling memorandum shall not be placed in the employee's personnel file at the informal counseling level

20.2.2 The District may consider additional training for the employee as deemed appropriate.

20.3 **WRITTEN WARNING/REPRIMAND:** If the behavior is deemed severe or continues, the Supervisor shall issue to the unit member a clearly identified written letter of warning/reprimand. Three (3) working days prior to the notification to the employee, the President of CSEA shall receive a copy of the written letter of warning/reprimand. A copy will be sent to the Office of Human Resources. The member will be notified of the unit member's right to representation by the CSEA. At the request of the CSEA, the Office of Human Resources may also be involved at this level.

20.3.1 The unit member shall have ten working (10) days to request a meeting to contest the written reprimand. The Supervisor shall schedule a conference to hear the unit member's response. Following the conference, the Supervisor may recommend that the written warning/reprimand be modified in part or in whole or left as originally written and recommend placement into the unit member's personnel file.

20.3.2 If the supervisor recommends placement of the written warning/reprimand into the unit member's personnel file (in accordance with Education Code 87031), the unit member shall have the right within ten (10) days of the recommendation to appeal to the President of the College or the Vice-Chancellor, Human Resources for review and shall also have the right to attach his/her comments for inclusion should the President or Vice-Chancellor, Human Resources rule in favor of placement in the file.

The President or Vice Chancellor- Human Resources will have ten (10) working days to respond to the unit member's appeal and give written notification to the unit member and CSEA with a ruling.

20.3.2.1 Unit members assigned to work at the District Office can appeal to the Executive Vice-Chancellor for review, and shall also have the right to attach his/her comments for inclusion should the Executive Vice-Chancellor rule in favor of placement in the file.

The Executive Vice Chancellor will have ten (10) working days to respond to the unit member's appeal and give written notification to the unit member and CSEA with a ruling.

20.3.2.2 The District may consider additional training for the employee as deemed appropriate.

20.4 **SUSPENSION**: Suspension from employment may be imposed by the Chancellor or his/her designee directly or upon information from other administrators. CSEA shall receive a copy of any Notice of Suspension three (3) working days prior to the District's notification of the employee. The unit member shall be informed of their right to contest the Notice of Suspension in person or in writing pursuant to Section 20.4.1(d) and their right to representation by CSEA. The right to contest the Notice of Suspension shall be considered to be a "Skelly."

20.4.1 **UNIT MEMBER RIGHTS**: The unit member shall be accorded the following rights prior to the commencement of a suspension:

- (a) Written notice of the proposed action;
- (b) The reasons for the action;
- (c) A copy of the charges and materials upon which the charges are based;
- (d) The right to respond to the charges either orally or in writing, at the unit member's discretion, to the Chancellor or his/her designee

20.4.2 A suspension that is imposed after the rights listed in 20.4.1 have been accorded shall be without pay unless the Chancellor or his/her designee decides to make the suspension with pay. No unit member shall be deprived of pay until the rights listed in 20.4.1 have been accorded.

20.4.3 In situations in which an immediate suspension is necessary to avert possible serious harm to the District, its unit members, its students or the public, the above-stated rights need not be accorded prior to the imposition of the suspension but shall be accorded as soon thereafter as is feasible.

20.4.4 **REQUEST TO APPEAL SUSPENSION**:

If a unit member elects to appeal a suspension, he/she must submit a request to the Chancellor or his/her designee within ten (10) days following the decision rendered as a result of the Skelly process outlined in Section 20.4. Failure to file a timely appeal shall constitute a waiver of appeal rights. The Chancellor or his/her designee shall rule on the appeal within fourteen (14) days from the date of the appeal. The Chancellor or his/her designee may sustain, revoke or modify the suspension. Any appeal to the Board of Trustees from the ruling regarding suspension at this level shall be delivered to the Board of Trustees within ten (10) days after service of the Chancellor's or his/her designee's decision. The review at this level shall consist solely of a review of the written records above, and shall not include a de novo hearing of the Board.

20.4.5 Failure to file a timely appeal to the Board of Trustees shall constitute a waiver of further District appeal rights.

20.4.6 If a unit member's suspension is revoked, he/she shall be compensated for the entire period. If the suspension is modified, he/she shall be compensated for any part of

the suspension that is rescinded.

20.5 **TERMINATION:** Before a permanent unit member is terminated, he/she shall be served a written Notice of Termination, stating in ordinary and concise language the acts and omissions upon which the dismissal is based, the specific charges against him/her, a statement of his/her right to contest the Notice of Termination or in writing pursuant to Section 20.5.2(d). In addition, the unit member shall be given a card or letter which only needs his/her signature to constitute a request for a hearing before the Vice Chancellor, Human Resources, and a denial of the charges. The unit member shall be informed of his/her rights to representation by CSEA. CSEA shall receive a copy of any notice of termination three (3) working days prior to the District's notification to the employee. The right to contest the Notice of Termination, and any associated suspension, shall be considered to be a "Skelly."

20.5.1 Any notice or request shall be deemed served when it is delivered in person to the unit member to whom it is directed, or when it is deposited in the United States registered or certified mail, postage prepaid and addressed to the last address the unit member has given the Office of Human Resources.

20.5.2 The Chancellor or his/her designee may suspend a unit member pending final resolution of the dismissal action if prior to suspension the unit member has been accorded the following rights:

- (a) Notice of the proposed dismissal action and of the right to a hearing;
- (b) The reasons for the dismissal action;
- (c) A copy of the charges and materials upon which the charges are based; and
- (d) The right to respond to the charges either orally or in writing, at the discretion of the unit member, to the Chancellor or his/her designee, Termination.

20.5.3 A suspension that is imposed after the rights listed in 20.5.2 have been accorded shall be without pay unless the Chancellor or his/her designee decides to make the suspension with pay. No unit member shall be deprived of pay until the rights listed in 20.5.2 have been accorded.

20.5.4 In situations in which an immediate suspension is necessary to avert possible serious harm to the District, its unit members, its students and the public, the above-stated rights need not be accorded prior to the imposition of the suspension but shall be accorded as soon thereafter as is feasible.

20.6 **APPEAL OF RECOMMENDATION OF TERMINATION:** CSEA may appeal a recommendation of termination to the Board of Trustees. Such appeal must be lodged with the Office of the Chancellor within ten (10) days following the decision rendered as a result of the Skelly process outlined in Section 20.5.

20.6.1 Within ten (10) days of the receipt of the appeal to the Board of Trustees, the Board shall appoint a hearing officer who shall not hold any other employment with the District, as described in 20.6.5 below. The unit member shall be given at least ten (10) days' written notice of the time and place of the hearing. The unit member and

the District administration shall be afforded equal opportunity to present evidence before the hearing officer. Following completion of the hearing, the hearing officer shall recommend a decision to the Board of Trustees. Hearings shall be held in closed session unless the unit member requests a hearing in open session. In either case, the Board need not be present during the hearing.

- 20.6.2 If a unit member fails to make a timely request for a hearing, the Board may act upon charges without a hearing and without notice to the unit member of the time and place of the Board's meeting to act on the charges.
- 20.6.3 The Board of Trustees shall consider the findings of fact and recommendations of the hearing officer and, if necessary, the transcript of the hearing prior to rendering a final decision on the matter. If the Board of Trustees finds for the unit member, it shall so notify the unit member within five (5) days after the finding, and all records pertaining to the incident shall be removed from the unit member's file.
- 20.6.4 If the Board of Trustees determines that sufficient cause exists it may impose discipline as proposed by the administration, or it may impose a lesser form of discipline. The Board's determination of the sufficiency of the cause for discipline and the degree thereof shall be conclusive.
- 20.6.5 Within 30 days of the signing of this Agreement, CSEA and the District shall each submit three (3) names to create a list of six (6) individuals upon whom the parties may call to serve as a hearing officer per Section 20.6.1 above. This list shall be memorialized as Appendix E of this Agreement, and shall be used to select a hearing officer for a termination hearing in the following manner: each party shall alternately strike a name from the list until only one name remains, and the order of striking shall be determined by lot. If any hearing officer retires or is otherwise no longer available, the party that submitted that hearing officer's name shall submit a new name to the list. The District and CSEA shall share equally the cost, if any, of the hearing officer. In all cases, each party shall also bear in full any other costs for its participation in the hearing process, including the costs of court reporters, transcripts, and other related costs.

20.7 **OTHER PROVISIONS:** Mere technical, non-substantive violations of the disciplinary procedures which do not affect substantive rights shall not invalidate the discipline unless the violations were prejudicial to the unit member.

- 20.7.1 Any alleged violation of this Article shall be pursued as part of the appeals procedure of this Article and not as part of the Grievance Procedure, Article 12, of this Collective Bargaining Agreement.
- 20.7.2 A negative performance evaluation may be given to an employee without following the disciplinary procedure. (See Article 14, Performance Evaluation Procedures.)
- 20.7.3 The parties may mutually agree to skip steps or accelerate or slow time lines contained in the procedure, dependent upon the facts of an individual case.

20.7.4 This Article replaces all other District disciplinary rules, regulations, procedures, policies, customs, or other means of imposing discipline covered herein affecting members of the unit which may now be extant.

20.8 **Labor Management Committee (LMC) and Resolution of Procedure Disputes:** Between collective bargaining time periods, the parties agree to use the LMC to workout procedural issues or modify the existing disciplinary process, procedure, or steps to better conform with the provisions of the law and to make the procedures easier for employees and supervisors to understand. Any changes to the Labor agreement shall be by mutual agreement and shall be reduced to writing.

ARTICLE 21: DURATION

21.1 ***Effective Dates of Contract:*** The term of this successor Agreement shall be July 1, 2016 through June 30, 2019.

21.2 ***Contract Reopeners:*** In addition to reopeners specified in Article 8.1.1, for the duration of this Agreement, each party may open up to two (2) non-economic articles each contract year for negotiations in contract years 17/18 and 18/19.

SIGNATURES

FOR THE CSEA:

Annette M. Perot
President CSEA, Chapter 33

FOR THE DISTRICT

Tom Mohr
President, Board of Trustees

Ron Galatolo
Chancellor

Kathy Blackwood
Executive Vice Chancellor

APPENDIX A—CSEA BARGAINING UNIT
(Positions in italics are currently inactive/not filled)

Accounting Technician
Administrative Secretary
Admissions & Records Assistant II, III
Assistant Project Director
Athletic Equipment Manager
Athletic Trainer
Automotive Technician
Bookstore Buyer
Bookstore Operations Assistant
Broadcast Engineer II
Buyer
Campus Certificated Payroll Clerk
Campus Facilities Operations Technician
Career Resources/Counseling Aide
Cashier/Clerk
Child Dev Ctr Aid I, II, III
Client Services Manager (KCSM)
Cosmetology Aide
Director Radio Program Operations
Division Assistant
Document Management Specialist
Electronics Technician
Financial Aid Assistant
Financial Aid Technician
FM Program Director
Human Resources Assistant
Instructional Aide I, II
IT Support Technician I, II, III
ITS Support Technician
KCSM Membership Director
KCSM Production Coordinator
KCSM TV Broadcast Operating Engineer
KCSM TV Producer/Director I, II
KCSM Underwriting Representative
Laboratory Technician
Lead Financial Aid Technician
Library/Media Technician
Library Support Specialist
Mail Clerk
Membership Services Coordinator
Multimedia Technician
Network Infrastructure Technician
Office Assistant I, II
Payroll Clerk I, II
Payroll Specialist
Programmer I
Program Services Coordinator
Program Services Coordinator/Degree Audit
Programmer Analyst

Project Coordinator I, II
Promotions and Web/Context Coordinator

Public Safety Assistant
Public Safety Officer
Public Safety Sergeant
Reprographics Technician
Senior Account Clerk
Senior Accounting Coordinator
Senior Accounting Technician
Senior Bookstore Buyer
Senior Broadcast Engineer
Senior Buyer
Senior Library/Media Technician
Shipping/Receiving Clerk
Staff Announcer/Producer
Staff Assistant
Student Activities Assistant
Storekeeper
Systems Support Technician
Television Production Manager
Television Programmer
Television Program Manager
Theatre Assistant
Theatre Events Manager
Theatre Manager/Technician
Theatre Production Technician
Theatre Technician/Events Coordinator
Tutor Coordinator/Basic Skills Specialist
User Services Assistant
Visual Communications Coordinator
Web Programmer Analyst

APPENDIX B—SALARY GRADE PLACEMENT

(Positions in italics are currently inactive/not filled)

- 11 Child Development Center Aide I
Theatre Assistant
- 12 *Cashier/Clerk*
- 13 Mail Clerk
- 15 Office Assistant I
Shipping/Receiving Clerk
- 16 Instructional Aide I
Child Development Center Aide II
- 17 Library/Media Technician
- 18 Office Assistant II
- 19 Career Resources/Counseling Aide
Storekeeper
- 20 Admissions & Records Assistant II
Public Safety Assistant
- 21 Athletic Equipment Manager
Staff Assistant
Senior Library/Media Technician
- 22 Bookstore Operations Assistant
Child Development Center Aide III
Document Management Specialist
Financial Aid Assistant
Human Resources Assistant
Instructional Aide II
ITS Support Technician
Senior Account Clerk
- 23
- 24 Accounting Technician
Admissions and Records Assistant III
Campus Certificated Payroll Clerk
Campus Facilities Operations Technician
Division Assistant
Multimedia Technician
Library Support Specialist
Student Activities Assistant

- 25 Staff Announcer/Producer
Television Programmer
User Services Assistant

- 26 Accounting Technician II
Assistant Project Director
Athletic Trainer
Automotive Technician
Cosmetology Aide
Director Radio Program Operations
Financial Aid Technician
Laboratory Technician
Payroll Clerk II
Reprographics Technician
Tutor Coordinator/Basic Skills Specialist

- 27 Administrative Secretary
Public Safety Officer
Membership Services Coordinator
Program Services Coordinator
Program Services Coordinator/Degree Audit
It Support Technician I
Theatre Manager/Technician
Theatre Production Technician

- 28 Senior Accounting Technician

- 29 FM Program Director
Television Program Manager

- 30 Buyer
Project Coordinator I
Electronics Technician
Visual Communications Coordinator
Systems Support Technician
Theatre Technician/Events Coordinator
Electronics Technician

- 31 IT Support Technician II
Promotions Web/Context Coordinator
Public Safety Sergeant
Senior Accounting Coordinator
Payroll Specialist

- 32 KCSM TV Broadcast Operations Engineer

- 34 IT Support Technician III
KCSM Membership Director

Senior Buyer
Theatre Events Manager

35 KCSM Underwriting Representative
Network Infrastructure Technician

36 Broadcast Engineer II
Client Services Manager
KCSM Production Coordinator
KCSM TV Producer/Director I, II

37 Programmer/Analyst
Web Programmer Analyst

38 Project Coordinator II

41 Senior Broadcast Engineer

APPENDIX D—SALARY SURVEY GROUPS

The job families and corresponding benchmark classifications (in bold italics) defined for the salary survey include:

Classification Family A

(General Clerical/Secretarial/Office Support)

Cashier/Clerk

Office Assistant I

Office Assistant II

Human Resources Assistant

Staff Assistant

Administrative Secretary

Division Assistant

Document Management Specialist

Career Resources/Counseling Aide

Classification Family B

(Accounting/General Clerical)

Senior Account Clerk

Accounting Technician

Sr. Accounting Technician

Sr. Accounting Coordinator

Financial Aid Assistant

Financial Aid Technician

Lead Financial Aid Technician

Campus Facilities Operations Technician

Classification Family C

(Payroll)

Campus Certificated Payroll Clerk

Payroll Clerk II

Payroll Specialist

Classification Family D

(Admissions & Records)

Admissions and Records Assistant II

Admissions and Records Assistant III

Program Services Coordinator/Degree Audit

Classification Family E

(Library)

Library/Media Technician

Library Support Specialist

Classification Family F

(Instructional / Student Services)

Instructional Aide I

Instructional Aide II

Laboratory Technician

Automotive Technician

Child Development Center Aide I

Child Development Center Aide II

Child Development Center Aide III

Cosmetology Aide

Athletic Trainer

Classification Family G

(General Services)

Buyer

Senior Buyer

Bookstore Buyer

Bookstore Operations Assistant

Mail Clerk

Reprographics Technician

Shipping/Receiving Clerk

Storekeeper

Athletic Equipment Manager

Classification Family H

(Instructional Technology Support/User Support)

Electronics Technician

Multimedia Technician

IT Support Technician I

IT Support Technician II

IT Support Technician III

Systems Support Technician

Network Infrastructure Technician

Users Services Assistant

ITS Support Technician

Classification Family I

(Computer Programming)

Programmer I

Programmer/Analyst

Web Program Analyst

Classification Family J
(Program/Project Coordination)

Assistant Project Director
Project Coordinator I
Project Coordinator II
Program Services Coordinator
Tutor Coordinator/Basic Skills Specialist

Classification Family K
(Theatre)

Theatre Assistant
Theatre Technician/Events Coordinator
Theatre Manager/Technician
Theatre Production Technician

Classification Family L
(Public Safety)

Public Safety Assistant
Public Safety Officer
Public Safety Sergeant

Classification Family M
(Art / Design / Marketing)

Promotions & Web Content Coordinator
Visual Communications Coordinator

Classification Family N
(Broadcasting: Public Relations/Fundraising)

Client Services Manager
KCSM Membership Director
KCSM Production Coordinator
KCSM Underwriting Representative
Membership Services Coordinator

Classification Family O
(Broadcasting/Technical Equipment Operation)

KCSM Broadcast Operating Engineer
Broadcast Engineer II
Senior Broadcast Engineer

Classification Family P
(Programming)

Television Programmer
Director of Radio Program Operations
Television Production Manager
Television Program Manager
FM Program Director
FM Staff Announcer/Producer
KCSM Producer/Director I, II

BOARD REPORT NO. 17-4-100B

TO: Members of the Board of Trustees

FROM: Ron Galatolo, Chancellor

PREPARED BY: José D. Nuñez, Vice Chancellor, Facilities Planning, Maintenance & Operations,
358-6836
Chris Strugar-Fritsch, Director of Capital Projects, 358-7342

**APPROVAL OF CONTRACT AWARD FOR SKYLINE COLLEGE BUILDING 1N, NEW
SOCIAL SCIENCE AND CREATIVE ARTS DESIGN-BUILD PROJECT**

The Skyline College Social Science and Creative Arts (Building 1N) project provides for demolition and reconstruction of the existing Building 1. The new ~120,000 SF facility will include a new 520-seat main theater, a 60-seat Black Box theater, a 220-seat choral room, music practice rooms, several large lecture halls, an art gallery, sculpture studios, classroom and laboratory facilities for 2D and 3D design studios, photography dark room and laboratory, digital media art studios, art history classrooms, ceramics classroom and studio, and program administrator and faculty offices. This project is very large and complex. The existing structure and site house the campus boiler plant and the campus main point of entry (MPOE) for electrical, gas, water and IT infrastructure. Coordination of demolition and reconstruction activities to ensure continuous utility service to the campus is critical to the delivery of instruction. The new facility will also include highly complex systems, particularly those serving fine and performing arts programs. The project is covered under the approved Program Stabilization Agreement amended by the SMCCCD Board of Trustees on March 16, 2016 (Board Report 16-3-103B) which includes a provision for the Design-Build Entity (DBE) and Building Trades Council to participate in the Trades Introduction Program (TIP) and JobTrain Program.

On February 17, 2016, the Board of Trustees approved staff recommendations for various project delivery methods for the first phase of Capital Improvement Program Phase 3 (CIP3) (Board Report 16-2-102B) which included the Design-Build delivery method for the Skyline College Social Science and Creative Arts Building project. Subsequent to the February Board authorization, staff conducted a two-step qualifications/best value based selection process consisting of a Request for Statements of Qualifications (RFSOQ #86735) and a Request for Proposals (RFP #86735). San Mateo County Community College District advertised the RFSOQ on October 17, 2016 and received seven Statements of Qualifications (SOQs) from interested Design-Build-Entities. The SOQs were reviewed using the published scoring criteria and shortlisted to three DBE teams which were sent the RFP on December 05, 2016. The three shortlisted DBE teams were: Hensel Phelps/Steinberg, R&S/ELS, and Turner/Snøhetta/DLR.

All three shortlisted DBEs attended a pre-proposal mandatory conference on December 13, 2016 and two separate confidential meetings in January and February 2017 with Skyline College President Regina Stanback Stroud, Vice President of Administration Eloisa Briones, Vice President of Student Services Angelica Garcia, Interim Vice President of Instruction Aaron McVean, Dean Donna Bestock, Vice Chancellor Tom Bauer, Vice Chancellor José Nuñez, District Facilities Planning and Operations staff, General Services staff, and a representative of Swinerton Management & Consulting. The confidential meetings provided an opportunity for the DBEs to learn more about the design vision and academic programs envisioned for the new building. Each DBE firm submitted their respective proposals on February 27, 2017.

The District's RFP Selection Committee was comprised of representatives from Skyline College, Facilities Planning and Operations, General Services and Swinerton Management & Consulting. The three DBE teams were formally interviewed on March 13, 2016. The selection committee scored the DBE's proposals using the following criteria and matrix:

Evaluation Criteria	Maximum Possible Points	Points Awarded		
		HENSEL PHELPS STEINBERG	R&S ELS	TURNER SNØHETTA DLR
Technical Proposal:				
a. Project Specific Requirements	5	4.2	4.8	4.3
b. Project Organization	5	4.6	4.8	4.6
c. Project Approach	10	8.2	9.1	9.0
d. Project Schedule and Plan	5	4.6	4.4	4.6
e. Life Cycle Costs Analysis	10	6.7	7.6	7.1
f. Skilled Labor Force Availability	10	8.6	5.8	9.1
g. Safety Record	10	9.2	8.4	9.7
h. Sketches	5	3.6	4.2	4.8
i. Interview	10	6.4	8.1	9.6
Fee Proposal	30	30	30	29.1
Total	100	86	87	92

The TURNER/SNØHETTA/DLR DBE team was the highest scoring team with 92 points. At the March 22, 2017 Board of Trustees meeting, an information report (Board Report 17-3-5C) was presented describing the RFSOQ and RFP processes, scoring criteria/matrices, and scoring results. Renderings of building conceptual designs submitted by each shortlisted firm were also shown.

The project will be funded with Measure H general obligation bonds.

RECOMMENDATION

It is recommended that the Board of Trustees authorize the Executive Vice Chancellor to execute a contract with the DBE team of TURNER/SNØHETTA/DLR for the Skyline College Building 1N Social Science and Creative Arts Building project, RFP #86735, in an amount not to exceed \$120,609,473.00 which includes an Owner's Allowance of 15% of the contract award. In the past the District has included a 10% Owner Allowance on projects. Due to the complexity of demolishing the existing Building 1 over the central heating plant and MPOE while maintaining and operating this mission critical infrastructure, staff feels it is prudent and recommends carrying a 15% Owner's Allowance to address any unforeseen conditions that may be encountered.

BOARD REPORT NO. 17-4-1C

TO: Members of the Board of Trustees
FROM: Ron Galatolo, Chancellor
PREPARED BY: Mitchell Bailey, Chief of Staff, 574-6510

DYNAMICS AND SUPPORT OF EXCELLENT TEACHING

Stewardship of teaching and learning is the purview of faculty, and the overarching goal of the district strategic plan is contingent upon the presence of great teaching. The Board of Trustees recognizes that teaching today is more complex than it has ever been and is interested in hearing from faculty the nature of their experience and how the Board, in its deliberations and formation of policy, can provide the support for quality teaching and learning.

The study session discussion will address the following questions:

1. How has classroom instruction changed over the years, and do faculty feel they have been able to adjust their pedagogy to meet the needs of their students?
2. What are the issues faculty face in addressing the needs of students who are regularly in their classrooms, and do faculty feel equipped to meet those needs in terms of contemporary technology and professional development opportunities?
3. To that end, do faculty feel that there are adequate resources to enable them to be the best teachers in their classrooms? If not, what physical resources (technology, learning materials, etc.) and professional resources, such as training, are needed to assist them in conducting first-rate teaching and learning?