

AGREEMENT BETWEEN
BUTTE-GLENN COMMUNITY COLLEGE DISTRICT
AND
BUTTE COLLEGE CALIFORNIA SCHOOL
EMPLOYEES ASSOCIATION CHAPTER NO. 511
JULY 1, 2010 TO JUNE 30, 2013

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PARTIES TO THE AGREEMENT

This agreement is made and entered into by and between Butte-Glenn Community College District, hereinafter referred to as the District or Board and the Butte College Chapter #511 of the California School Employees Association, hereinafter referred to as CSEA or Association.

ARTICLE 1 – RECOGNITION

- 1.1 Acknowledgment – The District hereby acknowledges that CSEA is the exclusive bargaining representative for all classified employees holding those positions described in Appendix “A,” attached hereto and incorporated by reference as a part of this Agreement. All newly created classified positions, except those that lawfully are management, confidential or supervisory shall be assigned to the bargaining unit.

- 1.2 Scope of Representation - The scope of representation shall be limited to matters as determined by the Public Employment Relations Board, hereinafter referred to as PERB, and provided by law. Nothing herein may be construed to limit the right of the District to consult with CSEA on any matter outside the scope of representation. To the extent that any agreement arrived at through consultation is reduced to writing and embodied in this Agreement or any addendum to this Agreement, the provisions shall be binding on all parties.

ARTICLE 2 – SEPARABILITY AND SAVINGS

- 2.1 If any provision of this Agreement is held to be invalid by a court of competent jurisdiction or a governmental administrative agency having authority over such provisions, such provision shall be inoperative, but all other provisions shall continue in full force and effect.
- 2.2 In the event that any Article or Section is held invalid, or enforcement of or compliance with any Article or Section has been restrained as set forth above, the parties affected thereby shall enter into negotiations, upon the request of CSEA or the District, for the purposes of arriving at a mutual, satisfactory replacement for such Article or Section during the period of invalidity or restraint.

ARTICLE 3 – EFFECT OF AGREEMENT

- 3.1 This Agreement shall constitute the full and complete commitment between both parties. 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.
- 3.2 During the term of this Agreement, the Board and CSEA expressly waive and relinquish the right to bargain collectively on any matter:
 - 3.2.1 Whether or not specifically referred to or covered in this Agreement;
 - 3.2.2 Even though not within the knowledge or contemplation of either party at the time of negotiations;
 - 3.2.3 Even though during negotiations the matters were proposed and later withdrawn.
- 3.3 Such waiver does not preclude bargaining collectively for subsequent, new collective bargaining agreements during the term of this Agreement.

ARTICLE 4 – PAST PRACTICES

- 4.1 The Board shall not be bound by any requirement which is not expressly and explicitly stated in this Agreement. Specifically, but not exclusively, the Board is not bound by any past practices of the District or understandings with any unit member or organization unless such past practices or understandings are specifically stated in the current Agreement.
- 4.2 This Agreement prevails over state and federal laws to the extent permitted by such laws.

ARTICLE 5 – MAINTENANCE OF OPERATIONS

- 5.1 It is recognized that the need for continued and uninterrupted operation of the District is of paramount importance and that there should be no interference with such operations.
- 5.2 CSEA agrees that neither the CSEA nor any person acting in its behalf will cause, authorize, engage in, or sanction a strike, partial strike, sickout, or slowdown, against the District, nor a concerted failure to report for duty or perform duties.
- 5.3 Nothing contained in this Agreement shall be construed to restrict or limit the District in its right to seek and obtain such judicial relief as it may be entitled to have under law for any violation of this or any other Article; or to take such action as it deems necessary to discipline and/or discharge any unit member for violation of this Article. Unit members shall not be entitled to any wages, fringe benefits or leaves of absence, while engaged in any strike, work stoppage, or other interruption of work, or other activity described in Section 5.2 above.
- 5.4 During the term of this Agreement, the District, in consideration of the terms and conditions of this Agreement, will not authorize or permit any lockout of members of the unit.

ARTICLE 6 – ASSOCIATION RIGHTS

- 6.1 Distribution of Materials – CSEA may distribute organizational literature on District property, provided there is no interference with District business. No one shall be allowed to distribute materials in a manner which distracts employees while performing their duties. Communications may be placed by the CSEA in mailboxes of members of the bargaining unit. Such communications must be dated and bare CSEA identification as the distributor.
- 6.2 Posting of Materials – Posting of organizational recruiting notices, posters or similar materials will be permitted only on bulletin boards or other mutually agreed upon campus areas. Space and time limitations may be invoked if necessary in accordance with present District policy.
- 6.3 Equipment Usage – CSEA shall secure prior approval from the chief human resources officer or designee for the use of District equipment. CSEA shall pay for its own supplies whenever the use of District equipment is approved. District requirements shall, at all times, have priority over that of the CSEA. Any materials produced shall be solely at the expense of CSEA.
- 6.4 Telephone Usage – CSEA shall not cause any long distance telephone calls or any other charges to be billed to the District.
- 6.5 Employee Organizations Contact Procedures
- 6.5.1 CSEA shall provide the Superintendent/President or designee the name(s) of recognized employee organization representative(s) authorized to discuss organizational matters with District employees. Each notification shall include a statement agreeing to comply with Section 6.1 above.
- 6.5.2 Authorized representatives shall, upon arriving at the District, report to the Superintendent/President or designee providing information regarding length, place and purpose of visit.
- 6.5.3 CSEA representatives may engage in recruiting activities on District property provided they do not interfere with employees during hours of duty assignment. Recruiting contacts shall not be made with employees while on duty. Representatives may contact employees who are off duty, before or after work, during rest breaks or during the lunch break.
- 6.6 Use of Facilities – CSEA and its members shall have the right to make reasonable and lawful use of available college buildings at reasonable times for meeting purposes subject to requirements of the Civic Center Act and applicable Board policies provided that such use, when applied for, shall be granted if no conflict exists and provided that such use which necessitates custodial overtime shall be compensated by CSEA at the current overtime rate for facilities. CSEA agrees to leave college buildings in the condition found, free of damage or loss other than damage resulting from normal wear and tear.
- 6.7 Requests for District Information – CSEA may obtain a roster of names and work stations of District employees from the Superintendent’s Office once each fiscal year. The District will make available to CSEA the names and titles of new Board approved classified employees.
- 6.8 Probationary Period – Upon employment, all unit members shall serve a six (6) month probationary period. The initial employment probationary period may be extended for an additional three (3)

month period, upon request of the District and approval of CSEA. Services may be terminated at the discretion of management at any time during these periods. An additional probationary period of six (6) months shall be served whenever a unit member is transferred, reassigned, promoted or demoted to a different classification. Upon successful completion of the probation, unit members will be granted permanent status in accordance with Education Code. Serving a probationary period in the new classification does not affect the unit member's permanent District status.

6.9 Released Time

6.9.1 Negotiations

6.9.1.1 Negotiations committee members may be permitted up to 2 hours a week to meet during the 2 months prior to negotiations, provided that this time is taken at a time that least interferes with his/her performing their job duties, after receiving permission of their direct supervisor.

6.9.1.2 A maximum of three (3) authorized unit members of the CSEA negotiating team shall be released from their duties with no loss in compensation when negotiating sessions are scheduled during the hours that a team member is scheduled to work. Upon mutual consent, negotiating sessions may be scheduled or extended into non-working hours. There shall be no other compensation of any kind paid team members other than compensation for regular, scheduled work duties missed during scheduled meetings by and between the parties.

6.9.2 Grievance Processing

6.9.2.1 Paid released time shall be used by CSEA representatives for grievance investigation or preparation only pursuant to Section 10.4.3.

6.9.2.2 CSEA shall furnish annually, and update as required, a list of all officials and representatives authorized to act on CSEA's behalf. The list shall show name, title, work station and nearest campus phone contact.

6.9.2.3 An authorized CSEA official or representative appearing on a current furnished list shall be released from his/her regular work duties, with pay, when grievance resolution meetings are scheduled with management during the regular working hours of the official or representative.

6.10 Organizational Security – It is the expressed intention of the parties that the provisions of this article respectfully balance the rights of individual employees as referenced in Government Code Section 3543 and the right of the parties to enter into an “organizational security” agreement pursuant to Government Code Section 3540.1 (i).

6.10.1 Dues – Any employee who is a member of Chapter #511 of the California School Employees Association or who has applied for membership may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees and general assessment in the association.

6.10.2 Maintenance of Membership – The District and California School Employees Association agree that any unit member who is a member of California School Employees Association upon the effective date of this Agreement or who becomes a California School Employees

Association member or service fee payer during the term of this Agreement shall maintain membership or service fee status for the duration of the Agreement. [Consistent with the provisions of Government Code Section 3540.1 (i).]

6.10.3 Agency Fee – Any employee who is not a member of the Association or who does not make application for membership at the effective date of this Agreement or within thirty (30) days from the date of commencement of duties, shall as a condition of continued employment, become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees and general assessments, payable to the association; however, the employee may authorize payroll deduction for such fee in the same manner as provided in paragraph 6.10.1 of this article. In the event that an employee shall not pay such fee directly to the Association or authorize payment through payroll deductions, as provided in paragraph 6.10.1, the Association shall so inform the District, and the District shall immediately begin automatic payroll deductions as provided in Education Code and in the same manner as set forth in paragraph 6.10.1 of this article. There shall be no charge to the Association for such mandatory agency fee deduction.

6.10.4 Religious Beliefs

6.10.4.1 Any employee who is a member of a religious body whose traditional tenets or teaching include objections to joining or financially supporting employee organizations shall not be required to join or financially support Chapter #511 of the California School Employees Association as a condition of employment; except that such employee shall pay in lieu of a service fee, sums equal to such service fee to the following non-religious, non-labor organization, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code: *Butte College Foundation Fund

Such payment shall be made on or before October 15 of each school year.

6.10.4.2 Proof of payment pursuant to paragraph 6.10.4.1 above shall be made on an annual basis to the District as a condition of continued exemption from the provisions of paragraphs 6.10.1 and 6.10.2 of this article. Such proof shall be in the form of receipts and/or cancelled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before October 1 of each school year. The Association shall have the right of inspection in order to review said proof of payment.

6.10.4.3 Any employee making payments as set forth in paragraphs 6.10.4.1 and 6.10.4.2 above, and who requests that the grievance or arbitration provisions of this Agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.

6.10.5 District Responsibilities – With respect to all sums deducted by the District pursuant to authorization of the employee, whether for membership dues or equivalent fees, the District agrees promptly to remit such monies to the Association together with an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in Human Resources from the list previously furnished.

6.10.6 Association Responsibilities – The Association agrees to furnish any information needed by the District to fulfill the provisions of this article.

6.10.7 Indemnification and Hold Harmless

6.10.7.1 Chapter #511 of the California School Employees Association agrees to pay to the District all reasonable legal fees and legal costs incurred by the District in defending against any course action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation. The Association agrees that payments under this provision shall be made on a semi-annual basis.

6.10.7.2 Chapter #511 of the California School Employees Association agrees to indemnify and hold the District harmless from any award or judgment which may result from a court action or administrative action referenced in 6.10.7.1 above.

6.10.7.3 The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to in paragraph 6.10.7.1 or 6.10.7.2 shall or shall not be compromised, resisted, defended, tried or appealed.

6.10.8 Current and New Employees – Unit members who are not CSEA members on the effective date of this Agreement or the date of employment shall be subject to the provisions above unless within 15 calendar days they notify the District and the Association of their intent to neither join nor pay a service fee.

6.10.8.1 The 15 calendar day period referenced above shall commence upon the day following the parties' ratification of this Agreement or the employee's date of employment.

6.11 Mileage/Travel – When authorized by the District for performing unit members' assigned official District duties, unit members shall be reimbursed for use of personal vehicles at the current Board-established rate, and unit members shall be reimbursed for actual, reasonable and necessary expenses arising from travel or personal expenditure within Board-established limits incurred in the discharge of their official duties.

6.12 Board Minutes – The minutes and fiscal reports approved by action of the Board at open public meetings shall be available for CSEA review. The approved minutes will be available online.

6.13 Vehicle Insurance – The District agrees to maintain District blanket liability insurance as secondary protection for unit members authorized to use their personal vehicles in performing District business.

6.14 Distribution of the Agreement – After the execution of this Agreement, the District shall print or duplicate and provide a copy of this Agreement to each unit member upon request. The District shall also distribute a copy of this Agreement to any Supervisor of unit members. New unit members shall be provided a copy of this agreement during Human Resources new hire orientation.

- 6.15 Distribution of Salary Schedule – Salary schedules shall be distributed to employees within thirty days of adoption. The District shall use any means of distribution or combination of distribution methods that reasonably assures distribution and access to all classified employees.
- 6.16 Physical Examinations – The District agrees to provide, at District expense, a District-selected doctor for any medical examinations or test required by the District as a condition of employment. Medical examinations will not be used for drug testing purposes, and all records will be kept confidential.
- 6.17 Seniority Roster - CSEA shall be supplied one (1) copy of a complete “hire date” and present classification seniority roster of all unit members within thirty (30) days after the date of ratification of this Agreement.
- 6.18 District Budgets – The District will provide CSEA one (1) copy of the tentative and final budget.
- 6.19 District Documents – CSEA may request and receive one (1) copy of any District document which is a public document. A reasonable charge will be affixed to each request.
- 6.20 Management Orientation – Within a mutually agreed upon time after ratification of this Agreement, the District and CSEA jointly shall conduct one (1) orientation session, not to exceed two (2) hours, on this Agreement for all unit members, and interested management and supervisory employees.
- 6.21 Resignation from District Service
- 6.21.1 Any unit member who desires to resign from his/her employment with the District shall submit a letter of resignation to the Superintendent/President or designee. The Superintendent/President or designee is authorized to accept any such letter of resignation on behalf of the Board, five (5) working days after receipt.
- 6.21.2 Written resignations shall be deemed accepted by the Board and shall be binding five (5) working days after receipt by the Superintendent/President or designee. The last day of work for resigning employees shall be as specified in the employee’s resignation or, if not specified, five (5) working days after receipt. In no event shall the last day of work for a resigning employee be later than the close of the school year in which the resignation is received.
- 6.21.3 A unit member who gives less than fourteen (14) calendar days notice of termination of employment shall not be entitled to future employment with the District unless the chief human resources officer has approved the unit member’s reason for giving short notice.
- 6.22 District administration will continue to consult with CSEA on the issue of the effect of the employment of students on the wages, hours, transfers or reassignments of unit members.

ARTICLE 7 – MANAGEMENT RIGHTS

- 7.1 The District, on its own behalf and on behalf of the residents thereof, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities not specifically modified by the terms and conditions of this Agreement.

ARTICLE 8 – LEAVES

8.1 Bereavement Leave

- 8.1.1 At the time of death of any member of a unit member's immediate family, the unit member shall be granted, without loss of salary or other benefits, leave of absence not to exceed three (3) working days or five (5) working days if out-of-state travel is required. Whenever a unit member has been named executor of the estate, or the travel one way exceeds 400 land miles, the five (5) days will be granted. Such absence will not be deducted from authorized absences or leaves.
- 8.1.2 "Member of the immediate family," as used in this Section, means the mother, father, grandmother, grandfather, or grandchild of the unit member or of the unit member's spouse, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, registered domestic partner, or any relative living in the immediate household of the unit member.
- 8.1.3 Bereavement leave shall not be granted during non-paid leaves of absence, holidays or Board-granted days off. Such leave may be granted during vacation pursuant to Section 8.9.6

8.2 Jury Duty

- 8.2.1 A unit member who is called for jury duty will be granted the necessary time off with pay to fulfill this obligation.
- 8.2.2 The unit member shall pay to the District any per diem fees paid by the court.
- 8.2.3 Request for jury duty should be made by presenting as soon as possible the official court summons to the unit member's immediate supervisor and to the District payroll office through regular administrative channels.
- 8.2.4 Unit members are required to return to work during any day in which the jury services are not required.
- 8.2.5 The District may require verification of jury duty prior to, or subsequent to, providing compensation.

8.3 Personal Necessity Leave

- 8.3.1 During the fiscal year, a unit member may use, upon the approval of the immediate supervisor, a maximum of seven (7) days (56 hours) of accrued paid sick leave for personal necessity leave.
- 8.3.2 Personal necessity leave shall be limited to circumstances that are serious in nature and that the unit member cannot reasonably be expected to disregard, that necessitate immediate attention, and that cannot be taken care of before or after work hours or on weekends.
- 8.3.3 Personal necessity leave may be taken only for the following reasons:

8.3.3.1 Death or serious illness of a member of the unit member's immediate family.

8.3.3.2 Accident, involving the unit member's person or property, or the person or property of a member of his/her immediate family.

8.3.3.3 Appearance in court as a litigant; or as a witness under an official order.

8.3.3.4 Professional or personal matters of a serious nature that conform to the definition of personal necessity included in Section 8.3.2 above.

8.3.3.5 The chief human resources officer may grant exceptions if a unit member applies under Section 8.3.3.1 or 8.3.3.2 for leave involving a family member not within the definition of "immediate family" in Section 8.1.2 but with whom the unit member has a particularly close and long-standing relationship. Whether or not to grant the exception is within the sole discretion of the chief human resources officer.

8.3.3.6 Act of Nature such as extreme weather conditions like fire, flood, heavy wind or snow or as declared by local authorities to evacuate or stay home.

8.3.4 Advance approval of personal necessity leave by the immediate supervisor is required with the exception of those reasons cited in Sections 8.3.3.1 and 8.3.3.2 and such qualifying reasons as are beyond prediction.

8.3.5 Personal necessity leave may not be used for any of the following: attendance at or participation in functions which are primarily for the unit member's amusement, pleasure, personal convenience or religious observances; the extension of holidays or vacation periods; accompanying a spouse on a trip when such travel is not otherwise authorized by this Article; seeking or engaging in remunerative employment; engaging in a strike, demonstration, picketing, lobbying, rally, march, campaign, meeting, or any other activities related to work stoppage, concerted activity or political campaigning.

8.3.6 Requests for personal necessity leave shall be submitted, on forms prepared by Human Resources, to the unit member's immediate supervisor for forwarding to the chief human resources officer at least five (5) working days in advance of the effective dates of leave. In those instances exempt from the advance approval provisions, requests shall be submitted as early as possible and not later than three (3) working days following the unit member's return to duty. In requesting personal necessity leaves, the unit member shall state dates of the absence, specific reasons for the request and an acceptable statement that the action or activity could not be accomplished during non-working periods.

8.3.7 Personal necessity leave shall not be granted during a leave of absence, a scheduled vacation, holidays or Board-granted days off.

8.4 Educational Conference/In-Service Training Leave

8.4.1 Upon application, the Superintendent/President or designee may grant a unit member leave with pay (unless otherwise stipulated prior to attendance) for educational conference or in-service training which, in the sole discretion of management, will improve District operations or the ability of the unit member to more effectively perform his/her duties. For

purposes of this Section, the CSEA annual conference shall be designated as an educational conference.

8.4.2 Compensation for Professional Growth

8.4.2.1 Course work or appropriate in-service training completed by a unit member totaling three (3) semester units shall be compensated for by a one-time payment of seventy-five dollars (\$75.00) per semester, providing that training has been deemed appropriate to the unit member's job category and approved by the unit member's supervisor and the chief human resources officer.

8.4.2.2 A unit member enrolled in an appropriate course for professional growth at Butte College shall be entitled to exemption from payment of registration fees for that course.

8.4.2.3 A unit member who desires to enroll in a course during his/her regular working hours may do so with the prior approval of the supervisor and the chief human resources officer, providing that any time used for such purpose is made up in a manner approved by the supervisor and chief human resources officer and the course has been approved for professional growth following the procedure in Section 8.4.2.1.

8.4.2.4 A copy of the approved procedures regarding compensation for professional growth is available upon request to Human Resources.

8.5 Industrial Accident or Illness Leave

8.5.1 Unit members shall receive sixty (60) days (480 hours) leave with pay in any one (1) fiscal year for an industrial accident or illness. An industrial accident or illness is defined as one where all of the following occur: (1) the unit member becomes ill or is injured while he/she is serving the District, (2) the accident or illness is reported to the Northern California Community College JPA in accordance with their regulations and (3) the Northern California Community College JPA accepts responsibility for the treatment of the unit member.

8.5.2 Industrial accident or illness leave will commence on the first (1st) day of absence. Allowable leave shall not be accumulative from year to year. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the unit member shall be 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.

8.5.3 Payment for wages lost on any day shall not, when added to an award granted the unit member under the workers' compensation laws of this state, exceed the normal wage for the day. Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under workers' compensation.

8.5.4 The industrial accident or illness leave of absence is to be used in lieu of entitlement acquired in accordance with the Education Code. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used; but if a unit member is receiving workers' compensation he/she shall be entitled to use only so

much of his/her accumulated or available sick leave, accumulated compensating time, vacation or other available leave, which, when added to the workers' compensation award, provide for a full day's wage or salary.

- 8.5.5 Periods of industrial accident or illness leave of absence, paid or unpaid, shall not be considered to be a break in service of the unit member.
- 8.5.6 During all paid leaves of absence, whether industrial accident leave as provided in this Section, sick leave, vacation, compensated time off or other available leave provided by law or the action of the Board, the unit member shall endorse to the District wage loss benefit checks received under the workers' compensation laws of this state. The District, in turn, shall issue the unit member appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions. Reduction of entitlement to leave shall be only in accordance with this Section.
- 8.5.7 When all available leaves of absence, paid or unpaid, have been exhausted and if the unit member is not medically able to assume the duties of his/her position, he/she shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months. When available, during the thirty-nine (39) month period, he/she shall be employed in a vacant position in the class of his/her previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case he/she shall be listed in accordance with appropriate seniority regulations. A unit member who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed. The Board shall require certification by the attending physician that the unit member is medically able to return to and perform the duties of his/her position. A thirty-nine (39) month rehire list will be provided to CSEA as updated by Human Resources.
- 8.5.8 Any unit member receiving benefits provided in this Section shall, during period of injury or illness, remain within the State of California unless the Board or designee authorizes travel outside the state.

8.6 Sick Leave

- 8.6.1 Unit members employed five (5) days a week shall be entitled to twelve (12) days (96 hours) leave of absence for illness or injury with full pay for a fiscal year of service. This entitlement shall be credited at the commencement of employment or at the start of each succeeding fiscal year (July 1) to full-time unit members. Unit members with fractional assignments shall receive proportionate leave entitlement.
- 8.6.2 Unit members employed five (5) days a week for less than a full fiscal year are entitled to that proportion of twelve (12) days (96 hours) leave of absence for illness or injury as the number of months they are employed bears to twelve (12).
- 8.6.3 Unit members employed less than five (5) days per week shall be entitled, for a fiscal year of service, to that proportion of twelve (12) days (96 hours) leave of absence for illness or injury as the number of days they are employed per week bears to five (5). When unit members are employed for less than a full fiscal year of service this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.

- 8.6.4 Pay for any day of such absence shall be the same as the pay which would have been received had the unit member served during the day. Credit for leave of absence need not be accrued prior to taking such leave by the unit member and such leave of absence may be taken at any time during the year. New unit members of the District shall not be eligible to take more than six (6) days (48 hours), or the proportionate amount to which they may be entitled under this policy, until the first (1st) day of the calendar month after completion of six (6) complete months of active service with the District.
- 8.6.5 If the unit member does not take the full amount of leave allowed in any year under this Section, the amount not taken shall be accumulated from year to year. Unused cumulative sick leave will be cancelled when employment with the District is terminated and will not be compensated for in terminal pay. A unit member may convert unused sick leave to retirement credit in accordance with Government Code Section 20862.5, if applicable, or its successor if the unit member is filing a request for retirement.
- 8.6.6 Sick leave may be used for medical purposes only. Such leave shall be reasonably scheduled so as to interfere as little as possible with the operations of the District and shall be of reasonable duration.
- 8.6.7 Any unit member utilizing sick leave benefits under provisions of this article shall provide the District with a signed absence report upon return to work. If absent three (3) or more consecutive days, or more than six (6) consecutive or non-consecutive days within any sixty (60) day period (“day” as defined in 10.2.3), the unit member shall upon request provide Human Resources with a written statement from a physician verifying the necessity of current absence. Failure to provide medical verification may result in a loss of salary for unauthorized absence from work and may in addition result in further discipline including but not limited to suspension without pay or dismissal. Notwithstanding the other provisions of this section, the chief human resources officer may require unit members to provide medical verification of illness at any time when the District has reason to believe that sick leave usage is being abused.
- 8.6.8 Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, are for all job-related purposes temporary disabilities and shall be treated as a condition of illness. A unit member may charge doctor’s appointments for pregnancy against accrued paid sick leave.
- 8.6.9 Unit members must be in active employment or on paid leave for more than fifty percent (50%) of the month to earn one (1) day (8 hours) sick leave per month. Members on extended illness leave are eligible to earn or use paid sick leave. Sick leave may be applied only on those days when the unit member is expected to report for duty.
- 8.6.10 Where a unit member is separated prior to rendering a complete fiscal year of service, the sick leave entitlement for the partial year shall be that proportion of twelve (12) days (96 hours) leave as the number of months in the fiscal year he/she was employed bears to twelve (12).
- 8.6.11 Whenever a former unit member is reemployed within a twelve (12) month period following his/her termination date of former services, unused paid sick leave from the prior period of employment shall be reinstated.

- 8.6.12 A unit member who has been employed for a period of one calendar year or more as a classified employee by another public California school district and who accepts employment with Butte College within one (1) year of termination with the former district, may have transferred all illness absence credit (sick leave) accumulated with the former district, unless the service in the former district was terminated for cause.
- 8.6.13 Optional Leave Conversion – Unit members must notify Payroll by July 1 of each fiscal year if they wish to participate in leave conversion for the previous fiscal year. Two days vacation will be added annually for zero sick leave use in the fiscal year. One day will be added annually if sick leave is used on only one calendar day of the fiscal year. Vacation days added in this provision will be deducted from sick leave.

8.7 Holiday Leaves

- 8.7.1 Scheduled Holidays – The District agrees to provide all unit members with the following paid holidays.
- a. New Year’s Day
 - b. Martin Luther King Day
 - c. Memorial Day
 - d. Independence Day
 - e. Labor Day
 - f. Three additional holidays: Admissions Day, Lincoln’s Day, and Washington’s Day shall be granted and the dates set by the District for taking each holiday under this Agreement. The dates set for these holidays shall be established by the academic calendar. These holidays will fall on a Friday or a Monday as long as it is not in derogation of State law.
 - g. Veteran’s Day
 - h. Thanksgiving Day – the Thursday proclaimed by the President and the following Friday.
 - i. Christmas Day
 - j. Unit members shall be provided during the winter recess period, a minimum of three (3) working days as holidays in addition to Christmas and New Year’s Day. The designation of these days will be determined by the District per the academic calendar. Any exceptions shall be approved by the chief human resources officer prior to December 1st.
 - k. Unit members will receive two (2) additional paid holidays annually. These holidays will be determined by management based on the college Academic Calendar; they may vary by department where necessary for District operations. All employees will receive these holidays regardless of whether or not they are in paid status immediately preceding or after the holiday. All reasonable effort will be made to coordinate these holidays district wide.

Example: A nine month employee who does not render service during the summer would receive these days off if they were scheduled for July 5th and 6th.

- 8.7.2 Holidays on Saturday or Sunday, and Fridays During Summer Hours – If a holiday falls on Sunday, the following Monday shall be deemed a holiday. If a holiday falls on Saturday, the preceding Friday shall be deemed a holiday. If a holiday falls on a Friday during summer hours, the preceding Thursday will be deemed a holiday.

- 8.7.3 Should a holiday, as enumerated above, or any other day designated by the Board as a public holiday occur while a unit member is absent from work because of sick leave, vacation or any other paid leave of absence, the holiday shall be considered as time worked and shall not be deducted from his/her other paid leave of absence.
- 8.7.4 A unit member required by his/her supervisor to work on a holiday shall receive time and a half pay in addition to his/her regular day's pay for work on the holiday. If the unit member does work and is paid overtime on a holiday, he/she shall not receive an additional day off.
- 8.7.5 Where a holiday falls on a non-work day for a unit member working other than Monday through Friday and the holiday is one of those enumerated above, the unit member is entitled an additional day off with pay.
- 8.7.6 Additional Holidays – Every day declared by the President or Governor of this State as a public fast, mourning, thanksgiving, or holiday, or any day declared a holiday by the Governing Board shall be a paid holiday for all unit members.

8.8 Vacation

- 8.8.1 Unit members are entitled to vacation allowance with pay. Vacation entitlement shall be established as the first day of the month of employment if employed between the first (1st) and fifteenth (15th) calendar date of that month or the first (1st) of the following month if employed on or after the sixteenth (16th) calendar date of the month.
- 8.8.2 Rate of Accumulation – Accumulation totals include one additional day for employee's birthday. Unit members shall earn vacation at the following rate:

Years		Completion of	Days*/(Hours)
From	To		
0	-	5	11/(88)
6	-	10	16/(128)
11	-	14	21/(168)
15 +	-	thereafter	23/(184)

*1 day = 8 hours

- 8.8.3 A unit member must work or be on paid leave of absence in order to earn full vacation leave for that month. A unit member in a paid status for less than a month shall accrue vacation at the ratio calculated for each hour of paid service as his/her allowance would be on a regular work basis.
- 8.8.4 Unit members working less than full-time shall be entitled vacation allowance at the same ratio as their work schedule bears to the allowance of the full-time unit member.
- 8.8.5 Any paid holiday to which a unit member is entitled shall not be charged as a day of vacation.
- 8.8.6 Interruption of Vacation – A unit member shall be permitted to interrupt or terminate vacation leave in order to begin bereavement leave, critical family illness or accident leave

or sick leave without a return to active service, provided the unit member supplies death certificates or doctor statements, and other supporting information regarding the basis for such interruption or termination.

- 8.8.7 Vacation leave may be used to extend sick leave when necessary.
- 8.8.8 All vacation leave must be approved by the immediate supervisor at the convenience of the District so as to disrupt work schedules as little as possible. Members with the most District seniority in each work area under the same supervisor in the District will be given priority in the selection of vacation times. If seniority is equal, the selection will be determined by lot.
- 8.8.9 Vacation leave may, with the approval of the immediate supervisor, be taken at any time during the school year after it has been earned. If the unit member is not permitted to take his/her full annual vacation, the amount not taken shall accumulate for use in the next year. In no case, however, may a unit member accrue more than fifty (50) days (400 hours) vacation.
- 8.8.10 No unit member may normally take vacation leave in excess of twenty (20) consecutive working days without having scheduled the leave at least six (6) months in advance or receiving approval of the chief human resources officer.
- 8.8.11 If a unit member is separated from the District, he/she shall be compensated for accrued vacation hours.
- 8.8.12 Any unit member with a work year of less than ten (10) months may be paid for the annual vacation days not taken during his/her work year. The unit member shall notify the chief human resources officer, in writing, of his/her decision to be paid for unused vacation days. The notification shall be given to the chief human resources officer no later than the last scheduled duty day of the unit member's work year.
- 8.8.13 Optional Leave Conversion – Unit members must notify Payroll by July 1 of each fiscal year if they wish to participate in leave conversion. Two days vacation will be added annually for zero sick leave use in the fiscal year. One day will be added annually if sick leave is used on only one calendar day of the fiscal year. Vacation days added in this provision will be deducted from sick leave.

8.9 Short-Term (Temporary) Leave for Military Duty or Active Training

- 8.9.1 Permanent unit members or probationary unit members whose District service and recent military service total one full year may be granted a short-term leave for the period of ordered, active duty providing it does not exceed 180 calendar days including time involved in going to and returning from such duty.
- 8.9.2 A unit member who takes short-term (temporary) military leave shall be entitled to receive salary for the first thirty (30) days of absence for active military duty or training in one (1) fiscal year.

8.10 Long-Term Military Leaves – Military leave without pay may be granted to a permanent unit member for a period of one (1) year and extended as needed; however, such leave shall not

continue more than one (1) year beyond the date such military service becomes voluntary on the part of the unit member.

8.11 Peace Corps Leave – The Board, in its discretion, may grant a permanent unit member who becomes a Peace Corps volunteer a leave without pay for the period of his/her service in the Peace Corps.

8.12 Personal Business Leave

8.12.1 Each unit member shall be granted time off with pay not to exceed eight (8) hours per year, to resolve matters of personal business which require attention during working hours and cannot be resolved during non-working hours.

8.12.2 Absence credit for personal business does not accrue.

8.12.3 Personal business leave may not be used for any of the reasons stated in Article 8, Section 8.3.5.

8.12.4 Application for personal business leave shall be made to the immediate supervisor at least twenty-four (24) hours before the leave is to begin, unless the reason for the leave is beyond prediction.

8.13 Maternity/Paternity Leave – The Board, in its discretion, may grant a permanent unit member a maximum of one (1) year unpaid maternity or paternity leave.

8.14 Child Care Leave – The Board, in its discretion, may grant a permanent unit member a maximum of one (1) year unpaid child care leave.

8.15 Personal Leave – The Board, in its discretion, may grant a personal leave without pay for a specified period of time not to exceed one (1) year to a permanent unit member who has used all entitled vacation time and who must be absent from work because of pressing personal reasons. A personal leave of less than one (1) year may be extended upon approval of the Board to include one (1) full year of total leave time.

8.16 General Leaves – When no other leaves are available, the Board, in its discretion, may grant a leave of absence to a unit member on a paid or unpaid basis at any time upon any terms acceptable to the District and the unit member.

8.17 Required Court Appearance

8.17.1 A unit member who is subpoenaed to appear in court will be granted the necessary time off with pay to fulfill this obligation.

8.17.2 The unit member shall pay to the District any fee received for appearance as a witness.

8.17.3 Request for court appearance should be made by presenting, as soon as possible, the official court summons to the unit member's immediate supervisor and to the District payroll office through regular administrative channels.

8.17.4 Unit members are required to return to work during any day in which a court appearance is not required.

8.17.5 The District may require verification of court appearance prior to, or subsequent to, providing compensation.

8.18 Critical Family Illness or Accident

8.18.1 Regardless of the number of critical accidents or illnesses, a maximum of three (3) total days per year with pay shall be granted in the case of critical illness or accident to a member of the unit member's immediate family. Immediate family is defined as in Bereavement Leave (8.1). Such absence will not be deducted from authorized absences or leaves. The exception to "immediate family" allowed under Section 8.3.3.5 shall not apply to justify critical family illness or accident leave, but the unit member could apply personal necessity leave.

8.18.2 Critical family illness or accident leave shall not be granted during non-paid leaves of absence, holidays or Board-granted days off.

8.18.3 Critical family illness leave does not accrue from year to year.

8.19 Break in Service

8.19.1 No absence under any paid leave provisions of this Article shall be considered as a break in service for any unit member who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence.

8.19.2 No period of unpaid illness, industrial accident or military leave of less than 120 calendar days shall be considered a break in service for the purpose of earning seniority under this Agreement. However, the unit member will not accrue vacation, sick leave, holidays or other leave benefits during this period.

8.19.3 Upon return, all time during which a unit member is in involuntary unpaid status as a result of layoff, shall be counted for seniority purposes not to exceed thirty-nine (39) months except that during such time the individual will not accrue vacation, sick leave, holidays or other leave benefits.

ARTICLE 9 – INSURANCE PROGRAMS

9.1 Insurance Programs (General)

- 9.1.1 All insurance programs are subject to carrier requirements including but not limited to enrollment eligibility and processing of claims.
- 9.1.2 Insurance programs listed herein shall continue during leaves with pay.
- 9.1.3 Insurance programs listed herein shall not continue during leaves without pay, except that unit members at their option may continue the health, dental, vision, income protection, and life insurance programs by paying full District and member premium amounts in the manner prescribed by the District. Continuance in insurance programs while on an unpaid leave is subject to carrier requirements.
- 9.1.4 Insurance programs listed herein shall not continue after layoff, termination, resignation or retirement except as specifically provided by this Agreement or required by the expressed terms of the insurance policy or by law.

9.2 The District shall maintain, in participation with unit members and eligible dependents, a health plan, dental (including orthodontia), vision, and life insurance plans.

- 9.2.1 For the term of this Agreement the cap for benefits will be the same as determined for BCEA.
- 9.2.2 The Silver is the base medical plan.

9.3 The District shall provide a maximum of .95/\$100 of insured salary (disability insurance) towards income protection for unit members.

9.4 Part-Time Unit Members – Unit members employed on or before 7/1/87 and working less than fifty percent (50%) of full-time shall be entitled to premium payments for the health plan the employee chooses, dental, vision, income protection and life insurance programs by the District pro-rated at the same ratio as their regular work schedule bears to full-time service, any balance due insurance carriers to be paid by the unit member from payroll deductions.

- 9.4.1 Unit members employed after 7/1/87 and working sixty percent (60%) or less of full-time (60% is defined as 24 hours per week – 40 hours x 60% = 24) shall be entitled to premium payments for the health plan the employee chooses, dental, vision, income protection and life insurance programs by the District pro-rated at the same ratio as their regular work schedule bears to full-time service, any balance due insurance carriers to be paid by the unit member from payroll deductions. The District may employ after the effective date of this Agreement a number equal to 6% of the full-time CSEA bargaining unit members.
- 9.4.2 If eligible, unit members may apply for the 60% or less position referenced in 9.4.1 above. If selected, the employee's current assignment would be reduced by 40% or more and the 60% or less position filled by current staff will not count in the 6% ratio.

9.5 Retirement

Unit members shall participate in the Public Employee Retirement Systems as allowable by law.

9.6 Retiree Medical Benefits

9.6.1 A unit member is eligible for retiree medical benefits when he/she reaches fifty-five (55) years of age if he/she has served at least ten (10) years of continuous full-time service with the District.

9.6.2 The District shall pay the health plan premium of unit members electing early retirement under the provisions of Section 9.6.1, subject to the following limitations:

9.6.2.1 To allow the District to continue this benefit up to and after age 65, on the date a unit member becomes eligible for Medi-Cal and Medi-Care, Plans A and B, he/she shall be required to sign up for the above plan.

9.6.3 A unit member who has been granted retiree medical benefits by fulfilling the requirements of Sections 9.6.1 and 9.6.2 above and who subsequently obtains employment outside the District with an employer that provides medical insurance shall be required to terminate the medical insurance provided by the District under the above-mentioned conditions.

9.6.4 Only unit members employed prior to July 1, 1987 may qualify for “lifetime” retiree medical benefits.

9.6.5 Employees hired after July 1, 1987 shall be eligible for participation in 9.6 only if they qualify under 9.6.1. If they qualify under 9.6.1 they will be eligible for the benefits in 9.6 only to age 65 or the date upon which they qualify for Medi-Cal and Medi-Care benefits.

ARTICLE 10 – GRIEVANCES

10.1 Purpose – To provide an orderly procedure for reviewing and resolving grievances promptly.

10.2 Definitions

10.2.1 Grievance – Any complaint by a grievant that the grievant has been adversely affected by an alleged violation of a specific provision of this Agreement. “Grievance” as defined in this Agreement shall be brought only through this Grievance Procedure.

A grievance shall not include and this grievance procedure shall not apply to any of the following:

10.2.1.1 Any matter upon which the District is without authority to act;

10.2.1.2 Any alleged violation of law that does not also state a violation of a specific provision of this Agreement.

10.2.1.3 The evaluation of members of the unit, except for alleged violations of procedural matters;

10.2.1.4 Any discipline, discharge, dismissal or layoff of a member of the unit;

10.2.1.5 Any attempt to alter or change this Agreement;

10.2.1.6 An appeal of any Board decision if such decision is a result of a state or federal regulatory commission or agency rule or decision; or state or federal law or court decision;

10.2.1.7 Any other matter not included in the definition stated in Section 10.2.1.

10.2.2 Grievant – Any member of the bargaining unit covered by the terms of this Agreement.

10.2.3 Day – A “day” (for purposes of this Grievance Article) is any day on which the central administration office of the District is regularly open for business.

10.2.4 Immediate Supervisor – The immediate supervisor is the first (1st) District-designated supervisor or manager not within the same bargaining unit who has immediate jurisdiction over the grievant.

10.3 Time Limits

10.3.1 A grievant who fails to comply with the established time limits at any step shall forfeit all rights to further application of this Grievance Procedure.

10.3.2 The District’s failure to respond within established time limits at any step entitles the grievant to proceed to the next step.

10.3.3 Time is of the essence in all processing of grievances.

10.3.4 Time or procedural steps may be waived at any step by mutual agreement.

10.4 Other Provisions

- 10.4.1 Members' Legal Rights – Nothing contained herein shall deny to any unit member his/her legal right to seek judicial review of an alleged contract violation after exhausting this Grievance Procedure.
- 10.4.2 The grievant may be represented by a designee of CSEA at any step of this Grievance Procedure, but the grievant must be present at all mutually agreed upon meetings of the parties at Levels I through IV. Exception to 10.4.2 may be mutually agreed to by the parties. The District shall provide copies of the decision at each level to the CSEA chapter president or his/her designee and to the grievant.
- 10.4.3 For each formal written grievance, a Job Steward shall be given a maximum of two hours released time to investigate the grievance. The released time shall be taken at a time when it will least interfere with his/her duties and after notifying his/her immediate supervisor. The Job Steward shall also notify the immediate supervisor of the grievant. If the Job Steward believes that more than two hours are necessary, he/she may apply to the chief human resources officer, and upon mutual agreement extra time may be allowed.
- 10.4.4 Grievance Processing – Limits – Any grievance or alleged grievance which occurs during the period between the termination date of this Agreement and the effective date of a new agreement shall be processed under this Grievance Procedure. Any grievance which arose prior to the effective date of this Agreement shall not be processed under this Procedure. Any grievance or alleged grievance which occurred or is alleged to have occurred and which the unit member knew or should have known more than twenty (20) days prior to notification of the immediate supervisor at Level I shall not be processed by the District.
- 10.4.5 Employee-Processed Grievance – A unit member covered by this Agreement may present a grievance directly and have such grievance adjusted without intervention of CSEA as long as the adjustment is not inconsistent with the terms of this Agreement. CSEA shall be provided copies of any grievance filed by unit members directly and any proposed resolution by the District. Prior to any resolution of any grievance, CSEA shall be provided with a copy of the proposed resolution for review and given ten (10) days to file a written response to the proposed resolution. Any disagreement concerning whether the settlement is inconsistent with the terms of this Agreement shall be subject to the Grievance Procedure.
- 10.4.6 Grievance Meetings – Unit members shall not suffer loss of compensation for time spent during regular working hours as a grievant, representative or witness at a hearing or meeting held pursuant to this Grievance Procedure. However, no more than four (4) unit members may be released in any one grievance at any one time during their regular working hours, whether grievant, representative or witness, unless otherwise approved in advance by the District.
- 10.4.7 Grievance File – All materials concerning a unit member's grievance shall be kept in a file separate from the unit member's official personnel file. Such file shall be available for inspection only by the unit member, CSEA representative, management's legal representative, management, supervisory and confidential employees directly involved in

the Grievance procedure, and other persons with a specific need to know the information contained in the grievance or District's response.

10.5 Procedural Steps

10.5.1 Level I

10.5.1.1 Within twenty (20) days of the time a unit member knows or should have known of the occurrence of an alleged grievance, the unit member shall verbally discuss with the immediate supervisor or designee the alleged grievance.

10.5.2 Level II

10.5.2.1 If a satisfactory resolution is not reached within ten (10) days of the discussion, the grievant shall, within ten (10) days thereafter, present the grievance in writing to the next higher designated manager, supervisor or designee, using the "Statement of Grievance Form" attached hereto as Appendix "B."

10.5.2.2 The next higher manager, supervisor or designee shall communicate the decision to the grievant in writing within ten (10) days after receiving the grievance. The grievant, next higher manager, supervisor or designee may request a personal conference within the above time limits. Any meeting shall be by mutual agreement.

10.5.2.3 In the event the grievant is not satisfied with the decision at Level I, the decision may be appealed on the appropriate approved form to the next higher manager or designee within ten (10) days.

10.5.2.4 In order to be processed or considered, the appeal shall include copies of the original grievance and decision rendered and the reason for the appeal to Level II.

10.5.2.5 The next higher manager or designee shall communicate the decision to the grievant in writing within ten (10) days of receiving the appeal. Either the grievant, the next higher manager or designee may request a personal conference within the above time limits. Any meeting shall be by mutual agreement.

10.5.3 Level III

10.5.3.1 If the grievant is not satisfied with the decision at Level II, he/she may appeal the decision in writing within ten (10) days to the chief human resources officer or designee.

10.5.3.2 The appeal shall include a copy of the original grievance and appeal with the decisions rendered and the reasons for the appeal to Level III.

10.5.3.3 The chief human resources officer or designee shall communicate the decision in writing to the grievant within ten (10) days. Either the grievant, the chief human resources officer or designee may request a personal conference within the above time limits. Any such meeting shall be by mutual agreement.

10.5.4 Level IV

10.5.4.1 If the grievant is not satisfied with the decision at Level III, he/she may appeal the decision in writing within ten (10) days to the Superintendent/President or designee.

10.5.4.2 The appeal shall include a copy of the original grievance and appeal with the decisions rendered and the reasons for the appeal to Level IV.

10.5.4.3 The Superintendent/President or designee shall communicate the decision in writing to the grievant within ten (10) days. Either the grievant, the Superintendent/President or designee may request a personal conference within the above time limits. Any such meeting shall be by mutual agreement.

10.5.5 Level V

10.5.5.1 In the event the grievant is not satisfied with the decision at Level IV (Superintendent/President), the decision may be appealed to the Board of Trustees within ten (10) days.

10.5.5.2 In order to be processed or considered, this appeal shall include copies of the original grievance and all appeals and decisions and the reason for the appeal to Level V.

10.5.5.3 The Board shall set a hearing on the grievance for its next regular meeting after receipt of the appeal, provided a minimum of ten (10) working days elapse from receipt until the Board meeting. Such hearing shall be either public or in closed session in accordance with the grievant's request.

10.5.5.4 Within thirty (30) days of the hearing, the Board shall submit its decision on the grievance in writing.

10.6 Alleged District-Wide Violation of the Agreement

If the grievant believes that an alleged violation of the Agreement involves a District-wide violation of the Agreement, he/she may request the chief human resources officer to have the grievance initiated at a level higher than Level I, and upon mutual agreement, the grievance may be initiated at a higher level.

ARTICLE 11 – SALARY

11.1 Salary Schedule – The monthly salary amount shall be in accordance with the salary schedule attached hereto as Appendix C and incorporated herein by reference.

11.1.1 For the term of this Agreement the salary schedule shall be increased by the same percent granted to full-time faculty.

11.2 Step Increments – The District shall provide to all unit members attaining eligibility all salary step increments as shown on the salary schedules.

11.2.1 A unit member will advance to the next step increment of the salary schedule, if applicable, on July 1 provided that unit member was in paid status in the classification for at least three full months provided there is no unsatisfactory performance evaluation, during the previous fiscal year.

11.3 Longevity – Longevity is calculated from the date of hire.

11.3.1 Seven (7) full years to ten (10) full years, base salary plus three percent (3%).

11.3.2 Ten (10) full years to fifteen (15) full years, base salary plus five percent (5%).

11.3.3 Fifteen (15) full years to twenty (20) full years, base salary plus seven percent (7%).

11.3.4 Twenty (20) full years and over, base salary plus nine percent (9%).

11.3.5 Eligibility for a longevity increment will not be affected by salary adjustments made for other reasons (reclassification/promotion, etc.)

11.4 Promotion

11.4.1 When a unit member is promoted under the provisions of Article 14, Promotion/Demotion, the unit member shall be placed on the step of the promotional range according to the below criteria:

a. Placement will be at the nearest step which provides at least a five percent (5%) increase above the unit member's previous placement or the highest step if no step provides at least a 5% increase.

b. Any longevity increment (11.3) the unit member has earned (if qualified) shall be continued and added to the new base step.

11.5 Paychecks

11.5.1 Paychecks will be distributed on the day that is the last working day of the month for the majority of unit members unless circumstances beyond the District's control prevent the above.

11.5.2 The service of direct deposit of paychecks will be carried out in a timely manner in relation to the provisions of Section 11.5.1

ARTICLE 12 – TRANSFERS/REASSIGNMENTS/RECLASSIFICATIONS

12.1 Definitions

- 12.1.1 Transfer – The permanent change in assignment from one position to another, this may involve a change to another existing classification at the same salary range.
- 12.1.2 Reassignment – The permanent change in assignment, in the same position, involving a change in work station, site, hours, work schedule, work year, or shift.
- 12.1.3 Site – A site is defined as the Butte College main campus or any of its off-campus centers.
- 12.1.4 Vacancy – A vacancy is an unfilled position in the bargaining unit which the Board desires to maintain and which is not being filled under the provisions of Sections 12.5.6, 12.6, or 15.5.
- 12.1.5 Work Station – A work station is the area (office, bus route, campus, etc.) in which a unit member performs his/her regularly assigned duties.
- 12.1.6 Classification – A generalized job description that describes the duties, qualifications, working conditions and compensation for one or more positions.
- 12.1.7 Classify a Position – The creation of a new generalized job description (per 12.1.6).
- 12.1.8 Reclassification/Reclassify a Position – The revision of an existing generalized job description (per 12.1.6), in title, duties, or qualifications.
- 12.1.9 Promotion - The permanent change in assignment from one position to another, involving a change to an existing classification at a higher salary range.
- 12.1.10 Demotion – The permanent change in assignment from one position to another, involving a change to an existing classification at a lower salary range.
- 12.1.11 Salary Survey – The examination and determination of the salary to be assigned to an existing, newly created or reclassified classification.
- 12.1.12 Temporary Assignment/Out of Class
- a. When a unit member is temporarily performing duties which are outside his/her current classification, he/she shall be entitled to additional compensation for the percentage of duties that fall within the higher classification. Human Resources and CSEA have agreed to a formula to calculate the additional compensation.
 - b. When a unit member is assigned to work on a District project (such as Accreditation or Make a Difference Day) during the course of his/her normal work week which is greater in scope than his/her current job and is not part of an existing classification, the District will compensate this work with a one-time payment to be determined by the District. The District will also determine what types of projects qualify for this one-time payment.

12.2 Implementation - Classification/Reclassification

12.2.1 Classification Survey – When an application for position classification analysis is submitted to Human Resources, *CSEA will be notified*, and a survey will be conducted to determine placement on the salary schedule:

12.2.1.1 The following external agencies will be surveyed for similar classifications: CSU-Chico, Shasta CCD, Sierra CCD and Yuba CCD.

12.2.1.2 Comparison classifications must match at least 75% of the essential duties (as defined in the classification specification) of the District classification being surveyed.

12.2.1.3 Matches must be found from at least three (3) of the above agencies. When similar classifications do not exist or cannot satisfactorily be compared, the District may seek comparisons from additional California CCD's

12.2.1.4 The salary ranges for matching classifications will be averaged to determine the range for the classification being surveyed.

12.2.1.5 If fewer than three matching classifications can be found, the salary range will be independently negotiated by the District and CSEA based on similar classifications from the surveyed agencies.

12.2.2 When a unit member's position is reclassified to an existing classification resulting in salary placement to a higher range, or when a unit member's position is reclassified to a new classification and a salary survey has been conducted resulting in salary placement to a higher range that is one or two ranges higher than the previous range – salary placement will be at the same step (column) on the higher range.

12.2.3 When a unit member's position is reclassified to an existing classification resulting in salary placement to a higher range, or when a unit member's position is reclassified to a new classification and a salary survey has been conducted resulting in salary placement to a higher range that is at least three ranges higher than the previous range – initial salary placement will be at the first step (column A) on the higher range or on the step (column) which allows an upward movement of one step over the previous rate of pay.

12.2.4 When a unit member's position is reclassified to an existing classification resulting in salary placement at a lower range, or when a unit member's position is reclassified to a new classification and a salary survey has been conducted resulting in salary placement to a lower range, the unit member's salary will be "Y-rated", or frozen at the current rate until he/she vacates the position or such time as future salary adjustments to the reclassified range exceed the Y-Rated salary.

12.3 Demotion – a unit member assigned to a classification at a lower range shall retain earned step (column) increments and longevity at the lower range.

12.4 Voluntary Transfers and Reassignments

- 12.4.1 A unit member may at any time submit a request to Human Resources for transfer or reassignment. A copy of the request for transfer or reassignment shall at the same time be submitted by the unit member to his/her immediate supervisor. The District may, in its discretion, train, retrain, or grant voluntary transfers when vacancies within the bargaining unit exist.
- 12.4.2 Human Resources shall maintain a list of persons requesting transfer or reassignment. Names will be removed from the list after a one-year period unless the unit member resubmits his/her request for transfer or reassignment.
- 12.4.3 Whenever a vacancy exists in a position within the bargaining unit, Human Resources shall cause to be posted information regarding the vacancy on the appropriate institutional bulletin boards. Notice of all such vacancies shall be posted for not less than five (5) working days prior to the position being filled.
- 12.4.4 Human Resources shall determine the eligibility of candidates, including those who have requested transfer or reassignment, and shall provide the management employee in the area in which there is a vacancy with a list of the candidates.
- 12.4.5 A probationary unit member is not eligible to request voluntary transfer or reassignment except with the concurrence of his/her immediate supervisor and the chief human resources officer.
- 12.4.6 Classified employees exercising bumping rights, voluntary demotion in lieu of layoff, or reemployment rights after layoff may be given preference over unit members applying for voluntary transfer or reassignment.
- 12.4.7 The District reserves the right to make the final selection from eligible candidates to fill any vacancy.

12.5 Involuntary Transfers and Reassignments

- 12.5.1 An involuntary transfer or reassignment is one initiated by management without the concurrence of the unit member.
- 12.5.2 Involuntary transfers and reassignments may be made at the discretion of the chief human resources officer upon a determination that the transfer or reassignment serves the best interest of the District. Involuntary transfers and reassignments shall not be arbitrary or capricious.
- 12.5.3 Notice of involuntary transfer or reassignment shall be given in writing to the unit member(s). Whenever possible, advance notice of fourteen (14) calendar days shall be given.
- 12.5.4 Except in disciplinary cases, the District shall seek volunteers before implementing involuntary transfers or reassignments. If there are no volunteers, the chief human resources officer will first consider District seniority in determining whether to transfer or reassign the most junior person in the affected class. Seniority may be deviated from if

because of one or more of the following considerations transfer or reassignment of the least senior person does not meet District needs:

- effect on efficiency of operation
- special skills
- needs of the particular office or position
- number of people affected
- need for retraining
- personal well-being of those involved in the proposed transfer or reassignment
- staff relationships
- the desirability of having a balance as to age, experience, sex and/or ethnic background
- experience in the position or class
- an emergency or extraordinary circumstance

The chief human resources officer shall notify the unit member who has been identified for transfer or reassignment. If the transfer or reassignment is not based on seniority the chief human resources officer shall, upon request, provide the unit member with a written statement describing the criteria that were used in making the determination.

12.5.5 At the request of the unit member, he/she shall be given the opportunity to meet with the chief human resources officer and/or designee(s) to discuss the reason for the transfer prior to the implementation of the transfer.

12.6 Probationary Period - A unit member who has been transferred or reassigned, voluntarily or involuntarily, to a different classification shall serve a probationary period of six (6) months during which time he/she may be returned at any time to his/her former classification at the discretion of the chief human resources officer. Serving a probationary period in a new classification does not affect a permanent unit member's permanent District status. The chief human resources officer may, at his/her discretion, waive probationary periods for transferred or reassigned employees.

12.7 Salary Placement upon Permanent Transfer or Reassignment – When a unit member permanently transfers or is reassigned to another position in the same salary range as his/her present placement, the unit member will continue to be paid at his/her currently assigned salary retaining step placement and longevity.

12.8 Medical Transfer – At the sole discretion of the District, alternate work may be assigned to a unit member who has become medically unable to satisfactorily perform his/her regular job duties. The alternate work may constitute promotion, demotion, transfer or reassignment. The determination of medical inability shall be provided by a duly authorized physician selected by the District upon request of either the unit member or the chief human resources officer.

12.9 Temporary Assignment to Higher Class – When a unit member is temporarily assigned to a higher classification for more than five (5) working days within a fifteen (15) working day period, the unit member will have his/her salary adjusted upward for the entire period he/she is required to work in that higher classification. Unit members will be entitled to all incidents of their permanent classification during and upon the completion of the temporary assignment.

A unit member eligible under 12.9 for temporary assignment to a higher classification pay, shall be placed on the higher range at Step A unless it is the same or less than the unit member's current

monthly salary rate (range/step) in which case the placement shall be at the first step on the higher range with a higher monthly rate than unit member's current monthly salary rate.

ARTICLE 13 – EMPLOYEE RIGHTS

13.1 Personnel Files

- 13.1.1 The official personnel file of each unit member shall be maintained at the District Human Resources Department. No adverse action shall be taken against a unit member based upon written derogatory material which is not contained within the official personnel file, or otherwise made known to the unit member, unless otherwise permitted by law.
- 13.1.2 Unit members shall be provided a copy of derogatory written material before such material is placed within the official personnel file. The unit member may, within ten (10) working days after receiving the material, have attached a written response to the derogatory material for inclusion within the official file.
- 13.1.3 The unit member may, within the ten (10) working day period, during working hours, review, initial, date and return such copy through administrative channels to the central administrative office. A reasonable amount of released time will be given for such review. Released time shall have prior approval of the chief human resources officer.
- 13.1.4 A unit member or representative authorized by the unit member in writing shall have the right, without loss of pay during his/her regular working hours, and during the regular District office business day to examine all materials (except those items which were obtained prior to employment, prepared by identifiable examination committee members or obtained in connection with a promotional examination) contained within the official personnel file. Advance appointments for examination shall be required and scheduled with the chief human resources officer.
- 13.1.5 CSEA agrees to indemnify and hold harmless the District from any and all claims, demands, or suits or any other action arising from an authorized CSEA representative's examination of the file.
- 13.1.6 Official personnel files are considered confidential and are available for review only to those persons having a legal right or authorization to inspect. The District shall maintain a log, within each personnel file, indicating the persons who have examined the file and the date of such examination.
- 13.1.7 District shall have a representative present when any official personnel file is examined.
- 13.1.8 At the written request of the unit member, derogatory materials shall be sealed in the personnel file after remaining in the file for a period of four (4) years.

13.2 Performance Appraisal – Frequency

- 13.2.1 Probationary unit members shall be evaluated by the completion of their third (3rd) month and immediately prior to the completion of their fifth (5th) month of probationary service. If the probationary period is extended in accordance with Section 6.8 the unit member will be evaluated monthly for the term of the extension. The probationary unit member becomes permanent on the first day after the sixth month is completed unless terminated or probation is extended.

- 13.2.2 Permanent unit members shall be evaluated annually, on or about their anniversary date.
- 13.2.3 Probationary or permanent unit members may be evaluated more frequently where there is reasonable cause for such evaluation or when done in conjunction with a performance improvement plan.

13.3 Performance Appraisal – Forms

- 13.3.1 Forms used for evaluation shall be those approved by the District.

13.4 Performance Appraisal – Evaluation Conference

- 13.4.1 In the presence of the unit member, the evaluator and unit member shall discuss and review the performance evaluation.
- 13.4.2 The unit member at the end of the conference shall sign the evaluation indicating the conference was conducted by the evaluator and shall be informed of the right to prepare and have filed with the evaluation any written comments which the unit member wishes to make and have attached thereto. The unit member has ten (10) working days after the conference to present to the evaluator in writing his/her comments to be attached to the evaluation.
- 13.4.3 All evaluations shall be kept in confidence and filed in the unit member's personnel file.
- 13.4.4 Reasons for an evaluation below satisfactory in any area shall be furnished in writing and shall include specific recommendations for improvement and provisions for assisting the unit member in implementing any recommendations made.
- 13.4.5 Following any less than satisfactory evaluation the unit member shall be given a follow up evaluation after the period of time required by the improvement plan. Extreme misconduct or illegal activity that requires immediate discipline or qualifies for immediate termination shall not be restricted by this section.

13.5 Tools and Equipment

- 13.5.1 The District agrees to provide all tools, equipment, coveralls, rain gear and supplies required of unit members for performance of their employment duties.
- 13.5.2 Where the District and any unit member have agreed for the unit member to provide tools or equipment belonging to the unit member for use in performance of employment duties, the District shall provide a safe place of storage for such tools and equipment and shall pay for loss or damage and/or replacement costs resulting from normal wear and tear.

13.6 Mileage Compensation During Temporary Assignments – Any unit member assigned by the District to work at a work site on temporary assignment which is more than five (5) miles further from his/her residence than is his/her regular assigned work site shall be compensated for the total mileage difference between his/her regular assigned work site and his/her temporary work site at the amount established per Board policy for reimbursement for mileage. The District may furnish transportation in lieu of paying mileage.

13.7 Seniority

13.7.1 District seniority shall mean the length of service from the last continuous date of hire with the District, subject to Article 8, Section 8.19.2 and Section 8.19.3.

13.7.2 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.

13.8 Criminal Background Investigation – In accordance with Education Code, the District may require unit members to pay, up to the statutory limit, for the cost of fingerprinting; and the District may require unit members to pay for the cost of criminal background reports.

ARTICLE 14 - PROMOTION/DEMOTION

14.1 Definitions

- 14.1.1. Promotion – A promotion is a movement from one class to another class assigned to a higher salary range.
- 14.1.2 Demotion – A demotion is a downward movement of a unit member from one class and/or step to a lower class and/or step which involves a reduction in pay based on the District-approved salary schedule.
- 14.1.3 Vacancy – The definition of vacancy set forth in Article 12, Section 12.1.4, is applicable to this Article.

14.2 Promotion

- 14.2.1 Unit members may apply for any announced vacancies. An in-house applicant must satisfy the minimum qualifications announced for a position and follow the same application procedure required for all other applicants. A unit member accepting a promotion becomes probationary for a period of six (6) months in the new position.
 - 14.2.2 Unit members who make timely application for a promotional opportunity under Section 14.2.1 and whose training, ability and District evaluations demonstrate that they are qualified for such promotion shall be given consideration for promotion and the opportunity for an interview for the position.
 - 14.2.3 When vacancies occur, notices shall be published and shall be distributed to CSEA and all divisions and departments, through the use of email internet / intranet, direct mail, bulletin boards or other appropriate methods of communication or combination of methods as the District sees fit that reasonably ensure every unit member has been notified. Openings shall be announced for a minimum of five (5) days before the deadline date.
 - 14.2.4 A permanent unit member who acquires probationary status as a result of promotion shall retain permanent status in his/her former classification until completion of a six (6) month probationary period in the new classification. At any time during the probationary period, the unit member may be returned to his/her former classification at the discretion of the chief human resources.
 - 14.2.5 Salary Placement – A unit member who accepts a promotional move shall be placed upon the appropriate salary range at a step assuring a minimum of five percent (5%) increase in salary. If a unit member, prior to promotion, would have received an annual increment within the next six (6) month period had he/she not been promoted, placement on the new step shall ensure at least a five percent (5%) salary increase beyond the annual increment increase. The final determination for salary placement rests with the chief human resources officer.
- 14.3 Interim Positions – Unit members meeting minimum qualifications and having satisfactory evaluations shall be given first consideration for interim positions resulting from a unit member's being on leave, when the District desires to fill such a position.

14.3.1 If more than one unit member qualifies under this section, the unit member with the greater District seniority shall be offered the position. If seniority is equal, the determination shall be by lot.

14.4 Voluntary Demotion

14.4.1 A unit member may apply for any announced vacancy. An in-house applicant must satisfy the minimum qualifications announced for the position and follow the same application procedure required for all other applicants.

14.4.2 Before accepting a position placed at a lower salary range than the unit member's current classification, the unit member must agree in writing to salary placement, probationary period and all other terms of employment.

14.4.3 A unit member who requests and accepts a voluntary demotion shall have his/her salary reduced to no less than the same step position in the lower classification which he/she held in the higher classification.

14.4.4 A unit member requesting and accepting a voluntary demotion shall serve a probationary period of six (6) months in the new position. At any time during the probationary period the unit member may be transferred or reassigned at the discretion of the chief human resources officer.

14.5 Involuntary Demotion – Unit members may be given an involuntary demotion as a disciplinary action for cause. The chief human resources officer will prepare and make special recommendations in each instance. The unit member will serve a six (6) month probationary period in the new classification. At any time during the probationary period, the unit member may be transferred, reassigned or subjected to further disciplinary action upon the recommendation of the chief human resources officer.

ARTICLE 15 – HOURS AND OVERTIME

15.1 Work Year

15.1.1 Twelve-Month Positions – The fiscal year, July 1 to June 30, shall constitute the work year for all twelve (12) month positions.

15.1.2 Eleven-Month Positions – Those positions designated as having eleven (11) months of service shall be assigned for a period of eleven (11) months so as to allow one (1) full month of consecutive days without pay.

15.1.3 Ten-Month Positions – Positions designated as having ten (10) months of service will be assigned for a period of ten (10) months so as to allow two (2) full months of consecutive days off without pay.

15.1.4 Nine-Month Positions – Positions designated as having nine (9) months of service will be assigned for the academic year, essentially eighteen (18) weeks each of two (2) semesters. The work year for nine (9) month positions will begin when the college opens and conclude at the end of the second semester.

15.2 Calendar of Work – Unit members whose work year is less than twelve (12) months shall be informed at least thirty (30) days in advance of any days during the work year on which they shall not be scheduled to work.

15.3 Workweek – The workweek for all unit members shall consist of forty (40) hours within any seven (7) day period.

15.3.1 Five-Consecutive Day Workweek

15.3.1.1 The workweek shall consist of forty (40) hours within any seven (7) day period; the workday shall be eight (8) hours within any twenty-four (24) hour period.

15.3.1.2 A unit member will work any five (5) consecutive days in a workweek with two (2) days off.

15.3.2 Four-Consecutive Day Workweek

15.3.2.1 The workweek shall consist of forty (40) hours within any seven (7) day period; the workday shall be ten (10) hours within any twenty-four (24) hour period.

15.3.2.2 A unit member will work any four (4) consecutive days in a workweek with three (3) days off.

15.3.2.3 Before unit members are assigned to work a ten (10) hour day, four (4) day workweek, their concurrence will be ascertained through the CSEA.

15.4 Workday

15.4.1 “Workday” is defined as: Hours of work assigned to the position by the District. The normal workday shall be eight (8) hours within any twenty-four (24) hour period. The workday may be extended, reduced, changed in starting or ending time, or split by the District to meet District needs.

15.4.2 Except in disciplinary cases, the District shall seek volunteers before making an involuntary change in hours. If there are no volunteers, the least senior unit member subject to change will have his/her hours changed unless the change in hours is for disciplinary purposes, in which case the District rules and regulations on discipline shall apply. Discipline shall not be grievable.

15.4.3 The unit member shall be given the opportunity to meet with the appropriate management employee to discuss the reasons for the change in hours.

15.4.4 The District shall not change an incumbent employee’s workweek to include a Saturday or Sunday without the employee’s consent.

15.4.5 Assigned workdays for vacant positions will be posted on job announcements.

15.5 Part-Time Assignments – When a part-time assignment is increased, the incumbent shall have the first opportunity to accept the additional assignment. If the incumbent unit member declines the assignment, it shall be offered to the remaining unit members in the class in descending order of seniority until an assignment is made. Example: A 12 month custodian vacancy can be offered to a 9 month custodian. The 9 month custodian vacancy will then be actively recruited.

15.6 Lunch Periods – Unit members shall be permitted a minimum one-half (½) hour, and no more than one (1) hour, non-paid, duty-free, lunch period at a scheduled time, normally at the approximate mid-point of their shift. To be eligible for lunch periods, a unit member must be on duty for more than four (4) hours. Lunch periods shall not be used to shorten the workday without approval of the immediate supervisor or manager.. Where, due to District needs, the unit member is required to work the assigned workday without an uninterrupted lunch period, such time shall be compensated at one and one-half (1 ½) times regular pay.

15.7 Rest Periods – Unit members shall be permitted a paid, fifteen (15) minute rest break for each four (4) hours of assigned work at the approximate mid-point of their four (4) hour assignment. Rest periods may not be combined, used during the first or last hour of the assigned workday or used to shorten the workday.

15.8 Overtime

15.8.1 Authorization – Provisions for a forty (40) hour workweek do not restrict the chief human resources officer or designee from extending the regular work schedule on an overtime basis when such is necessary in his sole discretion to carry on the business of the District.

15.8.2 Designation of Overtime

- 15.8.2.1 Full-time unit member, five (5) day workweek – Work performed in excess of eight (8) hours in one (1) day or forty (40) hours in a workweek shall be classified as overtime when approved in advance by the immediate supervisor.
- 15.8.2.2 Full-time unit member, four (4) day workweek – Work performed in excess of ten (10) hours in one (1) day or forty (40) hours in a workweek shall be classified as overtime when approved in advance by the chief human resources officer or designee. Work performed on the fifth (5th), sixth (6th) and seventh (7th) days of the unit member's workweek, shall be considered overtime.
- 15.8.2.3 Part-time unit member – Work performed in excess of eight (8) hours in one day or forty (40) hours in one workweek, or work performed on the sixth (6th) or seventh (7th) day of the unit member's workweek, shall be classified as overtime.

15.8.3 Compensatory Time Off for Overtime

- 15.8.3.1 At the option of the unit member and upon approval by the District, overtime compensation may be in the form of compensatory time off at the rate of one and one-half (1 ½) the hours of overtime worked.
- 15.8.3.2 The request for compensatory time off in lieu of overtime pay must be made at the time earned. Such decision is irrevocable.
- 15.8.3.3 Compensatory time off may be accumulated, but any time accumulated must be taken within twelve (12) months of being earned. The schedule for taking such accumulated compensatory time off may be granted or ordered, at the District's discretion.
- 15.8.3.4 When compensatory time off is not requested, overtime hours shall be paid at the rate of one and one-half (1 ½) pay for hours scheduled and worked.

15.9 Holiday Compensation

- 15.9.1 All unit members shall be entitled to specific holidays and Board-granted days off with pay as determined by the holiday schedule, providing the holiday falls during their normal work year and they are in paid status during any portion of the working day immediately before or after the holiday or recess period.
- 15.9.2 If a unit member is required by the chief human resources officer or designee to work on a holiday or Board-granted day off, the unit member will receive in addition to his/her regular pay, time and one-half (1 ½) for the hours worked. A unit member who is paid overtime for working on a holiday or Board-granted day off will not receive an additional day off.
- 15.9.3 Whenever Friday or Monday is observed by the District as a holiday because the actual legal holiday falls on Saturday or Sunday, a unit member whose normal workweek includes working on Saturday and Sunday may elect to receive either the holiday or the in-lieu-of day as the observance day. When a unit member is required to work both a holiday and an

in-lieu-of day, the unit member will be paid in addition to his/her regular pay, at the time and one-half (1 ½) rate for the hours worked on only one (1) day.

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

15.10 Overtime Distribution – Overtime will be distributed and rotated as equally as practicable considering job classification, special abilities and specific District needs.

15.11 Compensation for Call-In/Call-Back Time – A full-time unit member who is called in or called back in excess of his/her regular work assignment shall be guaranteed two (2) hours work and shall be compensated at one and one-half (1 ½) times his/her regular base rate of pay for hours in excess of eight (8) hours in a workday or forty (40) hours in one (1) workweek.

15.12 Compensation for Shift Differential

15.12.1 Unit members required to work more than four (4) hours per day between the hours of 9:30 p.m. and 6:30 a.m. will be paid an additional seven and one-half percent (7 ½%) for the month, providing the assignment is one-half or more of the working days in the month.

15.12.2 Unit members required to work four (4) hours or less per day between the hours of 9:30 p.m. and 6:30 a.m. will be paid an additional three and three quarters percent (3 ¾%) for the month, providing the assignment is one-half or more of the working days in the month.

15.12.3 A three and three quarters percent (3 ¾%) split shift differential for the month shall be paid a unit member where an 8 hour shift is split and the total span of hours exceeds ten (10) hours daily for a period of one-half or more of the working days in the month.

15.13 Stand-By Time – Unit members may be scheduled to stand-by at home during non-work hours for possible call-in/call back. All stand-by time shall be considered as regular hours worked and shall be compensated on a straight time or overtime basis as are other hours worked under this Agreement.

15.14 On-Call Time - Unit members may be scheduled to be on-call, available for possible call-in/call-back within 2 hours from being called subject to the conditions enumerated in Section 15.14.1 through 15.14.6. On-call unit members are free to engage in leisure activities so long as they are able to return within 2 hours of being called-in/called-back. In the event a unit member is called-in, the unit member will be compensated in accordance with Article 15.11.

15.14.1 On-Call shifts will be limited to no more than two (2) weeks. No unit member will be required to work back to back on-call shifts. Unit members may waive either of these requirements *in writing*.

15.14.2 Unit members will be assigned to on-call shifts only during their normal work year, or during times they have been assigned a work shift outside their normal

work year. No unit member will be assigned to an on-call shift during periods that they are not scheduled to perform normal work duties.

15.14.3 Unit members will receive written notice of their on-call assignment at least thirty (30) days in advance of the assignment. Unit members may waive this requirement *in writing*.

15.14.4 Unit members will not be assigned to on-call shifts that conflict with pre-approved leaves of absence. Where possible, consideration will be given where unit members have conflicting previously scheduled activities.

15.14.5 Volunteers will be sought, from unit members having appropriate skills, before assigning on-call shifts. If there are not sufficient volunteers available, unit members will be assigned to on-call shifts on a rotating basis based first on specific skills necessary to perform the assignment and second on seniority. Unless mutually agreed upon, unit members will not be placed on call for more than eight (8) 2-week periods in a fiscal year.

15.14.6 On-call shifts will be compensated at a rate of \$25 per one day of on-call shift for workdays, and \$50 per day of on-call shift for non-workdays.

15.14.7 Repeated On-call shifts will be limited to extenuating circumstances.

15.15 Computation of Hours – For the purpose of computing the number of hours worked, all time during which a unit member is in paid status, excluding overtime, shall be construed as hours worked.

15.16 Summer Hours

15.16.1 Summer work schedule will be Monday – Thursday, 7:00 am to 5:00 pm with a ½ hour lunch. The dates for the summer work schedule will be determined by the District per the Academic Calendar.

15.16.2 Based on District needs satellite offices may continue to work standard Monday through Friday 8-5 during the summer in order to serve their students and clients. For example: SBDC/JSW/CITD/RHORC.

ARTICLE 16 – SAFETY

- 16.1 District Compliance – The District and unit members shall conform to and comply with all health, safety and sanitation requirements imposed by state or federal law or regulations adopted under state or federal law.
- 16.2 Safety Committee – Two (2) unit members shall be appointed by CSEA to the District Safety Committee which reviews health, safety, sanitation and working conditions to ensure compliance with Section 16.1 of this Article.
- 16.3 Released Time – The unit members on the committee shall be allowed reasonable released time to carry out obligations under Section 16.2 of this Article assigned by the Safety Committee.
- 16.4 No Discrimination – No unit member shall be in any way discriminated against as a result of reporting any condition believed to be a violation of Section 16.1 of this Article.
- 16.5 The District may require unit members to wear or use equipment or gear that it determines to be necessary for the requirements of safety and/or health, in which case the District shall provide the required equipment or gear and training in its use. Unit members who are required to wear or use equipment or gear for safety purposes and who refuse or repeatedly forget to wear it shall be subject to disciplinary action which may include but is not limited to suspension without pay or dismissal.
- 16.6 Each unit member shall be responsible for reporting any accident or injury that occurs to him/her. The accident or injury shall be reported to the immediate supervisor and to the Human Resources Department as soon as possible but no later than twenty-four (24) hours after the occurrence.
- 16.7 In the case of an unplanned situation that renders a unit member's work space and/or work tools unavailable, the District will make a reasonable effort to provide temporary work space, or to reassign the member temporarily to any needed work for which the member is qualified while restoring the work space and/or tools.

ARTICLE 17 – CONTRACTING OUT WORK

- 17.1 The District reserves the right to contract out any work permitted by statute now being performed by unit members. No later than ninety (90) days prior to contracting out the work, the District shall consult with CSEA. The District shall attempt to relocate unit members affected by contracting out work.

ARTICLE 18 – REDUCTION IN FORCE (LAYOFF)

18.1 Definitions

18.1.1 Layoff – Layoff is defined as an involuntary separation from District service due to lack of work or lack of funds.

18.1.1.1 A voluntary reduction of hours, workweek or work year or voluntary assignment to a class lower than that in which the unit member has permanence may be accepted in order to avoid interruption of employment by layoff.

18.1.1.2 Layoff also may occur as a result of reduction in hours, workweek or work year in a maximum of one position in a class whether alone or combined with elimination of other positions. The incumbent may exercise bumping rights, if any, in accordance with 18.4.4, or select layoff. The partial layoff will reduce the level of service to be performed.

18.1.1.3 The definition of lack of work and lack of funds, and the determination of what positions are affected, are reserved to the District.

18.1.2 Class – Each of the different job titles included in Appendix D is a class. Appendix D may be amended from time to time by the District to reflect new or deleted classes.

18.2 Seniority

18.2.1 Seniority in 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, subject to Section 18.2.5 and 18.2.6 below.

18.2.2 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.

18.2.3 If two or more unit members subject to layoff have equal class seniority, the determination as to who shall be laid off will be made on the basis of the greater hire date (District) seniority, or if that be equal, then the determination shall be made by lot under the supervision of Human Resources.

18.2.4 Time paid by the District for working out of class shall be counted as seniority in the higher class.

18.2.5 No period of unpaid illness, industrial accident or military leave of less than 120 calendar days shall be considered a break in service for the purpose of earning seniority under this Agreement. However, the unit member will not accrue vacation, sick leave, holidays or other leave benefits during this period.

18.2.6 If a laid off unit member is reemployed within the thirty-nine (39) month period of reemployment preference, all time during which the unit member was in involuntary unpaid status shall be counted for seniority purposes. However, during the period of layoff, the unit member shall not accrue vacation, sick leave, holidays or other leave benefits.

18.3 Order of Layoffs – The unit member(s) with the least seniority in the class and higher classes shall be laid off first.

18.4 Bumping Rights

18.4.1 Unit members identified for layoff under Section 18.3 may exercise bumping rights into an equal or lower class in which he/she has serviced if he/she has more seniority in that class and higher classes than someone currently serving in that class.

18.4.2 If the unit member has seniority in more than one class of equal salary range, the District will determine the class into which the unit member shall bump after considering the experience of the unit member in each of the classes and the seniority of the unit members who would be bumped.

18.4.3 If the more senior unit member has a shorter workday or workyear than the person to be bumped, the unit member must take the longer day or workyear of the more junior employee or be laid off unless the District agrees that the position may be split and the unit member bump for only the amount of hours or workdays in which he/she is currently serving.

18.4.4 When more than one position is affected by layoff, the availability to some unit members of the options of voluntary reductions in hours, voluntary demotion, or the exercise of bumping rights may depend on what options other affected unit members may choose. The District may call a meeting or contact unit members directly to inform them of their options prior to sending layoff notices or the District may notify all possibly affected employees of layoff and elicit their preferences in response to the notice of layoff. This notice will be sufficient to comply with the Education Code notice requirements.

18.5 Reemployment After Layoff (applicable only to complete separation from employment)

18.5.1 A unit member who has been laid off has reemployment rights (preference to new applicants) for thirty-nine (39) months into the class which he/she was laid off or equal or lower classes in which the unit member has served. If more than one of such positions is available, reemployment will be into the highest available class. Reemployment shall be in the reverse order of layoff. Unit members who accept a position in a lower class than that from which they were laid off retain reemployment rights in accordance with Section 18.6.

18.5.2 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 Human Resources.

18.5.3 If the District fails to receive an acceptance within ten (10) calendar days after proof of delivery of the offer, it shall consider that the unit member has declined that offer of reemployment. If a unit member declines a second offer, he/she shall have waived the right to reemployment.

Any offers of reemployment in a lower classification or for fewer hours or workdays than the position from which the unit member was laid off may be declined without prejudice.

- 18.5.4 A unit member who accepts an offer of reemployment shall be given at least twenty-four (24) calendar days after the postmark date of the District's offer to return to work. The District may establish a time for return to work of more than twenty-four (24) days. By mutual agreement the unit member may report to work within fewer than twenty-four (24) days.
- 18.5.5 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.
- 18.5.6 The District shall notify the Association of all reemployment offers made, and the acceptances and rejections.
- 18.6 Reemployment After Voluntary Reduction in Assigned Time (hours, workweek, workyear) or Demotion in Lieu of Layoff
- 18.6.1 Voluntary demotion - Unit members who take voluntary demotions in lieu of layoff shall be, at the unit member's option, returned to a position in their former class as vacancies become available, and with no time limit, except that they shall be returned in accordance with their seniority. The District may, after sixty-three (63) months, send to any unit member on a reemployment list a letter asking if the unit member wishes to remain on the reemployment list. The District shall retain on the list only those unit members who have indicated they wished to remain on the list.
- 18.6.2 Voluntary reduction in assigned time – Unit members who accept positions with fewer hours or less work year in lieu of layoff shall be, at the unit member's option, returned to a position with their former hours, workweek or work year as vacancies become available with no time limit, except that they shall be returned in accordance with their seniority. The District may, after sixty-three (63) months, send to any unit member on a reemployment list a letter asking if he/she wishes to remain on the reemployment list. The District shall retain on the list only those unit members who have indicated they wished to remain on the list.
- 18.7 Benefits After Layoff
- 18.7.1 If within the first fifteen (15) days after notification of layoff the unit member files a request in writing to Human Resources, the unit member who has been laid off may continue his/her health insurance for up to an additional eighteen (18) months by paying the full cost of the premiums.
- 18.7.2 Unit members who have had a reduction in assigned time are entitled to have health, dental and life insurance benefits paid in the same proportion as the amount paid prior to such reduction.
- 18.7.3 Unit members who have been notified of layoff (and who have not selected reduction in assigned time or demotion in lieu of layoff) may use up to eight hours of available personal necessity leave to look for other employment, providing a request is made in advance and approved by the chief human resources officer and the time off is scheduled at a time mutually convenient to the unit member and his/her supervisor.

- 18.8 Work previously performed by unit members who have been laid off may be performed by confidential, supervisory or management employees. Teachers or volunteers will not be assigned to such work by the District. If the work actually performed by a laid off unit member has, in the opinion of the Association, been assigned a student, the District shall attempt to work out any conflict in consultation with the Association.
- 18.8.1 Out-of-class assignments of more than 45 calendar days shall not be performed by unit members who took demotion from that higher class in-lieu-of layoff or bumped from that higher class into a lower class when there is on the layoff reemployment list a unit member who has more seniority in the class for which the out-of-class assignment is to be made and who wants the assignment.
- 18.8.2 The District retains the right to employ students in federal, state and District funded programs to a maximum of 20 hours per week except during non-instructional periods subject to the following limitation.
- 18.8.3 In the event of a future layoff the District and CSEA will determine the ratio of student employees to unit members, based on full-time equivalent positions (see Appendix F), for each of the four full semesters preceding the semester prior to effective day of the layoff. After finding the average of these four semesters the District shall, by the effective date of the layoff of unit members, reduce the number of students, if necessary, in the affected area (see Appendix F) so that the ratio will be maintained. Hiring of students in other areas shall not be affected.
- 18.9 Layoffs and their effects shall not be subject to further negotiations but shall be governed by the provisions of this Agreement. With respect to any aspect of layoffs or their effects not addressed in this Article, management reserves the right to act unilaterally, subject to any applicable provisions of the Education Code.
- 18.10 The reason for layoff (lack of work or lack of funds) shall not be subject to the grievance procedure. Violations of the expressed provisions of this Article may be grieved.
- 18.11 In the event of a future layoff of unit members, the District will notify CSEA of the proposed layoff forty-five (45) calendar days before the effective date of the layoff.
- 18.12 As laid off unit members exercise or waive reemployment rights, additional students may be hired proportionally in the area affected by the layoff. Hiring of students in other areas shall not be affected. Limitation of hiring of students in the affected area will be lifted when 1) all laid off employees are rehired in a regular position or 2) after 39-month reemployment rights have ended, but even after expiration of 39 months no students will be hired in the affected area if such hiring would violate the provisions of the third paragraph of the Education Code.
- 18.13 A classified employee may not be laid off if a short-term employee, as defined in Education Code, is retained to render a service that the classified employee is qualified to render. This provision does not apply to the retention of a short-term employee who is hired for a period not to exceed 45 days after which the short term service may not be extended or renewed. This provision remains in effect unless and until the Education Code is revised, revoked or repealed.

ARTICLE 19 – DELINEATION OF ROLES AND RESPONSIBILITIES

Delineation of Roles and Responsibility Statement
Butte-Glenn Community College District
California School Employees Association Chapter #511
Butte-Glenn Community College District Classified Senate

Delineation of Roles and Responsibilities Statement to Purpose

The purpose of this document is to clarify the different roles that CSEA and the Butte College Classified Senate fulfill in representing classified employees on the Butte College campus. Although both organizations represent all Butte College classified employees, each has a distinct charter with differing objectives. Pursuing the objectives of one organization within the framework of the other can be redundant or even counterproductive, diluting the overall effectiveness of the organizations in serving classified employee interests. By clearly understanding each organization's charter, we ensure that classified employees have input into the shared governance process while at the same time are assured that classified bargaining rights are protected.

This document is an agreement between the Classified Senate and CSEA Chapter 511 of the roles and responsibilities herein.

Statement of Purpose Butte-Glenn Community Classified Senate

The Classified Senate promotes the interests of all Butte College classified staff in accordance with AB 1725 mandates.

The purpose of this organization is to provide a vehicle by which the classified staff is able to fully participate in the process of achieving the goals and mission of the college and promoting a successful learning environment for students. It shall be the function of the Classified Senate to participate in the governance of Butte-Glenn Community College District on a consultive level: to actively collect, evaluate and disseminate information for the classified staff; and to represent those interests in non-bargaining agent (CSEA) issues before and on any governance or non-hiring college committee. The Classified Senate shall also promote professional and personal development through participation for all classified staff.

Statement of Purpose Exclusive Bargaining Agent – Butte-Glenn Community College CSEA Chapter #511

The California School Employees Association, Butte-Glenn Community College District Chapter #511, here after referred to as the Association, shall be recognized as the “exclusive” representative for the classified employees within its bargaining unit. The Association expresses the viewpoint of the classified bargaining unit to the college administration and Governing Board in matters regarding Collective Bargaining.

The rights and responsibilities of the Association derive from the Public Employees Relations Act (SB 160, Rodda), from the interpretations of this Act by the Public Employees Relations Board, by the Collective Bargaining Agreement, Past Practice, and other applicable laws. The Association's scope of representation shall include all matters dealing with the collective bargaining process, wages, hours of employment, workload, terms and conditions of employment, classified service on all hiring committees, and all areas covered in the Butte-Glenn Community College District Chapter #511 Collective Bargaining Agreement and Handbook of Policies & Procedures for Classified Employees.

	CLASSIFIED SENATE	CSEA CHAPTER #511
Membership	Elected from Classified Staff	Voluntary chapter membership for bargaining unit members
Affiliation	District	CSEA (Classified School Employees Association)
Dues	None	Monthly State and Local dues
Participation	Voluntary. Open to all Classified Employees	Voluntary chapter membership for bargaining unit members
Voting	All classified	All members who have joined the union

FUNCTIONS	
CLASSIFIED SENATE	CSEA CHAPTER #511
1. Participate in the shared governance structure.	1. Wages, including salary schedule and placement, promotion, seniority layoff and reemployment rights. Initial classification and reclassification.
2. Provides a body representing the needs, concerns and viewpoints of the classified staff other than contract issues.	2. Hours of employment, health and welfare benefits, including holidays and vacations.
3. Provide a centralized means of communication between classified staff and the rest of the college community.	3. Leaves, transfers and reassignment policies. Including sick leaves, maternity leaves, bereavement leaves, military leaves, industrial accident leaves, personal necessity leaves, and unpaid leaves of absence.
4. Select from its constituency representatives to serve on governance and college committees.	4. Safety conditions of employment, including district initiated disability leaves.
5. Articulate the professionalism of the classified staff so that it is properly recognized and valued, i.e., Rising Above the Best Awards and Star Awards.	5. Procedures to be used for the evaluation of employees.
6. Provide an opportunity for enhancing the democratic process of governance at Butte College.	6. Procedures for processing grievances and disciplinary actions.
7. Provide an opportunity to develop individual leadership among the classified staff, as well as increase the professional standards of its members.	7. Appoint classified staff to committees that are directly related to employee hiring.
8. Promote and support activities that develop or increase the skills, productivity and professionalism of the classified staff.	8. Any procedure that is defined in the contract shall be the responsibility of CSEA.
9. Promote the interests of the classified staff in the development of formulation of policy and practice related but not limited to the following: <ul style="list-style-type: none"> • Staff development. • Facilities and services. • Student/classified and faculty/classified relations • Budget (1/2 of classified representation appointed by Classified Senate) 	9. Organizational Security – that is, CSEA, has the sole and exclusive right to have membership dues and service fees deducted by the District for employees in the bargaining unit. <ul style="list-style-type: none"> • Budget (1/2 of classified representation appointed by CSEA)

All issues of concern to classified employees are open for discussion by either CSAE or the Classified Senate, but communication to management regarding special issues will be made only through the appropriate representative body.

ARTICLE 20 – DISCIPLINE AND DISMISSAL

20.1 Causes

- 20.1.1 The continued employment of any unit member is contingent upon acceptable performance of assigned duties and personal fitness. The Board of Trustees may suspend, or dismiss a unit member for reasonable cause. The following causes are illustrative and not intended to be an inclusive list.
- 20.1.1.1 Prolonged or permanent physical or mental disability which incapacitates the unit member for the performance of his/her assigned duties. Incapacity shall be subject to verification of a physician designated by the District in non-work connected illnesses/injuries or by the Worker's Compensation Fund in work-connected cases;
- 20.1.1.2 Insubordination, inefficiency, dereliction of duty or repeated failure or refusal to perform assigned duties in a satisfactory manner;
- 20.1.1.3 Absence from duty without leave for four or more days; or repeated unexcused absences or tardiness;
- 20.1.1.4 Willful misuse of, or negligent damage to, or waste of District property or equipment;
- 20.1.1.5 Dishonesty in handling District funds, reporting time on and off the job, and other matters of similar nature;
- 20.1.1.6 Possession of and/or drinking alcoholic beverages on District property or reporting for work while under the influence of alcohol;
- 20.1.1.7 Active addiction to or being under the influence of narcotics or hallucinatory agents; conviction of a narcotics offense;
- 20.1.1.8 Habitually taking sick leave for trivial indispositions or other abuses of leave privileges;
- 20.1.1.9 Falsifying information supplied to the District including, but not limited to, information supplied on application forms, employment records or any other District record;
- 20.1.1.10 Conviction of a felony or 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 offense involving moral turpitude shall be deemed to be a conviction within the meaning of the Education Code.

20.2 Recommendation of Suspension, Dismissal for Cause

20.2.1 A recommendation to suspend or dismiss a unit member may be made by the Superintendent to the Governing Board.

20.3 Notice

20.3.1 Prior to instituting the disciplinary process by making a recommendation to the Governing Board, the Superintendent/President shall provide notice to the unit member stating the discipline being contemplated; the causes for the discipline; the facts substantiating the causes for discipline; and the opportunity to present facts why the discipline should not be implemented either in person or in writing to a fact finder who has the authority to make a recommendation.

20.3.2 The fact finder shall submit such recommendation to the Superintendent. Where the recommendation is based on unsatisfactory work performance the finder of fact shall certify that the unit member's supervisor has previously provided appropriate written corrective guidance, and opportunity for work improvement, in accordance with District policy.

20.4 Unit Member Rights

20.4.1 A unit member shall not be suspended or dismissed except in accordance with Section 20.1.

20.4.2 A unit member shall have the right to a hearing on the recommendation of action to suspend or dismiss.

20.5 Hearing Before the Board of Trustees

20.5.1 The hearing shall be conducted by the Board of Trustees, or a Board-appointed Hearing Officer (an Administrative Law Judge appointed through the California Office of Administrative Hearings), in accordance with all relevant provisions in the Education Code and District rules and regulations.

20.5.1.1 Time of Hearing. A hearing by the Governing Board of the District, or a Board-appointed Hearing Officer, relating to the validity of the charges upon which the recommendation for suspension and/or dismissal action was based shall be commenced, if possible, not later than thirty (3) days after filing the request for hearing.

20.5.1.2 Notice of Hearing. The unit member shall be given not less than ten (10) calendar days written notice of the date, time and place of the Board, or Hearing Officer, hearing. The method of delivery shall be certified or registered mail, return receipt requested, and shall be effective from the date signed by the employee on the return receipt, or five (5) calendar days, whichever is sooner.

20.5.1.3 Conduct of Hearing. At the time and place designated, the Governing Board, or Hearing Officer, shall hold a hearing for the purpose of determining the validity

of the charges brought against the appellant unit member. Such hearing shall be closed to the public unless otherwise requested by the unit member. The unit member shall be present and shall have the right to representation of his/her choice, present evidence, and cross-examine witnesses.

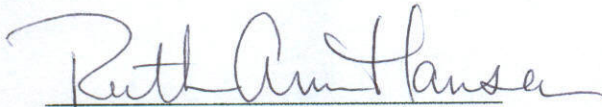
- 20.5.1.4 Access to Records. The appellant unit member and his/her representative, if any, shall be allowed access to any documents and District records, within the policies defining confidentiality, for purposes of the hearing.
- 20.5.1.5 Non-disclosure of Proceedings. During the hearing before the Governing Board, or Hearing Officer, no disclosure of the proceedings shall be made public without the concurrence of the Board and the appellant employee.
- 20.5.1.6 Burden of Proof. The Superintendent shall carry the burden of proof in support of the suspension or dismissal action. The Superintendent and the appellant unit member may call witnesses, shall have the right of cross-examination, and may present documentary and demonstrative evidence.
- 20.5.1.7 Continuance. At any time during the hearing the Governing Board, or Hearing Officer, may order a continuance for a reasonable period of time.
- 20.5.1.8 The Hearing Officer shall present a written decision to the Governing Board with a statement of findings as to the validity of the charges upon which the suspension/dismissal is being recommended.
- 20.5.1.9 Decision of the Governing Board. The written decision of the Governing Board shall state its findings as to the validity of the charges upon which the suspension/dismissal action is being recommended. The decision shall also state the action to be imposed, if any, and the effective date. The action imposed by the Governing Board shall not be more severe than that recommended by the Superintendent unless the unit member is given notice of the intention to impose more severe action. Under these circumstances, the Board will give such notice and grant a continuance for a minimum of five (5) working days. Such notice may be given verbally at the hearing and the continuance may be waived by the unit member.
- 20.5.1.10 Notice of Decision. A copy of the decision, including notice of its effective date, shall be given to the unit member either personally or by certified mail.
- 20.5.1.11 A copy of the Notice of Decision shall be placed in the unit member's permanent file.

ARTICLE 21 – DURATION/REOPENERS OF THE AGREEMENT

21. This agreement between the Board and CSEA is effective July 1, 2010, and shall remain in full force and effect through the close of the workday on June 30, 2013.

Reopeners: Article 17: Contracting Out

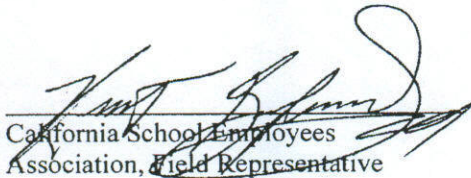
In Witness Whereof, the Butte College California School Employees Association Chapter #511, has caused this Agreement to be signed by its President, and the Butte-Glenn Community College District Board of Trustees has caused this Agreement to be signed by its President, attested by its Clerk.


Butte College California School
Employees Association, Chapter
#511, President


July 14, 2010
Date


Butte-Glenn Community College District
President, Board of Trustees

8-4-10
Date


California School Employees
Association, Field Representative

6/22/10
Date


Butte-Glenn Community College District
Clerk, Board of Trustees

8-4-10
Date

APPENDICES

APPENDIX A - CERTIFICATION OF REPRESENTATION (S-R-163)

BUTTE COMMUNITY COLLEGE
 APR 6 1977
 OFFICE OF THE
 SUPERINTENDENT OF PUBLIC INSTRUCTION

APPENDIX A

In the Matter of:)
 BUTTE COMMUNITY COLLEGE DISTRICT)
 Employer)
 and)
 CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION)
 CHAPTER #511)
 Employee)
 Organization)
 Type of Election)
 (Check One))
 Consent Agreement)
 Board Direction)
 Docket No. S-R-163

CERTIFICATION OF REPRESENTATIVE

An election having been conducted in the above matter under the supervision of the Regional Director of the Educational Employment Relations Board in accordance with the Rules and Regulations of the Board: and no objections having been filed to the Tally of Ballots furnished to the parties, or to the conduct of the election, within the time provided therefor;

Pursuant to authority vested in the undersigned by the Educational Employment Relations Board, IT IS HEREBY CERTIFIED that a majority of the valid ballots have been cast for

CSEA, Chapter #511

and that, pursuant to the Educational Employment Relations Act, described employee organization is the exclusive representative of all the employees in the unit set forth below.

All regular permanent full-time and regular permanent part-time district classified employees; EXCLUDING, designated management, supervisory, and confidential employees; short-term, limited-term, and substitute employees; full or part-time students in work-study or work-experience programs; and professional experts employed on a temporary basis for a specific project regardless of length of employment.

Signed At Sacramento, California
 On the 5th day of April 1977

On behalf of
 EDUCATIONAL EMPLOYMENT RELATIONS BOARD
Shelley E. Scrim
 Regional Director

APPENDIX B – STATEMENT OF GRIEVANCE

STATEMENT OF GRIEVANCE

EMPLOYEE NAME	COLLEGE/DISTRICT	DEPARTMENT
DATE OF ALLEGED GRIEVANCE	Level I - DATE OF INFORMAL DISCUSSION – IMMEDIATE SUPERVISOR/DESIGNEE	DATE OF ORAL RESPONSE
DATE OF FILING THIS STATEMENT	SPECIFIC ARTICLES AND SECTIONS ALLEGED TO HAVE BEEN VIOLATED	

EMPLOYEE’S STATEMENT OF ALLEGED VIOLATION AND GRIEVANCE. WHAT IS THE FACTUAL CONTENTION, WHAT HAS OCCURRED? PROVIDE FULL FACTS NECESSARY TO SUPPORT YOUR POSITION:

STATE FULL RELIEF, REMEDY, ACTION, YOU BELIEVE IS REQUIRED TO RESOLVE THIS ALLEGED GRIEVANCE:

Level II – NEXT HIGHER MANAGER/SUPERVISOR/DESIGNEE RESPONSE TO ALLEGED GRIEVANCE:	DATE OF RECEIPT:
	DATE OF RESPONSE:
	GRIEVANCE RESOLVED:
	GRIEVANCE DENIED:

Level III – CHIEF HUMAN RESOURCES OFFICER /DESIGNEE RESPONSE TO ALLEGED GRIEVANCE:	DATE OF RECEIPT: DATE OF RESPONSE: GRIEVANCE RESOLVED: GRIEVANCE DENIED:
Level IV – SUPERINTENDENT/PRESIDENT RESPONSE TO ALLEGED GRIEVANCE:	DATE OF RECEIPT: DATE OF RESPONSE: GRIEVANCE RESOLVED: GRIEVANCE DENIED:
Level V – BOARD OF TRUSTEES:	DATE OF RECEIPT: DATE OF BOARD MEETING: DATE OF DECISION:

THE DECISION OF THE BOARD IS:

NOTES:

1. ATTACH ALL RESPONSES TO THIS FORM AT ALL LEVELS WHERE NECESSARY.
2. MAINTAIN TWO (2) COPIES—ONE FOR EMPLOYEE, ONE FOR DISTRICT.
3. TIME IS OF THE ESSENCE AT EVERY STEP.

APPENDIX C

12

Month

CLASSIFIED SALARY SCHEDULE EFFECTIVE 2010-11 (4.918% COLA granted 7/1/10)

RANGE	HOURLY	A		B		C		D		E	
		Montly	Annual	Montly	Annual	Montly	Annual	Montly	Annual	Montly	Annual
01	10.49	1,818.13	21,817.57	1,912.72	22,952.68	2,012.23	24,146.75	2,114.19	25,370.31	2,223.53	26,682.32
02	10.76	1,864.81	22,377.77	1,961.86	23,542.33	2,063.82	24,765.89	2,167.02	26,004.20	2,276.35	27,316.20
03	11.03	1,912.72	22,952.68	2,012.23	24,146.75	2,114.19	25,370.31	2,223.53	26,682.32	2,331.63	27,979.57
04	11.32	1,961.86	23,542.33	2,063.82	24,765.89	2,167.02	26,004.20	2,276.35	27,316.20	2,391.83	28,701.90
05	11.61	2,012.23	24,146.75	2,114.19	25,370.31	2,223.53	26,682.32	2,331.63	27,979.57	2,450.79	29,409.50
06	11.91	2,063.82	24,765.89	2,167.02	26,004.20	2,276.35	27,316.20	2,391.83	28,701.90	2,514.67	30,176.06
07	12.20	2,114.19	25,370.31	2,223.53	26,682.32	2,331.63	27,979.57	2,450.79	29,409.50	2,577.33	30,927.90
08	12.50	2,167.02	26,004.20	2,276.35	27,316.20	2,391.83	28,701.90	2,514.67	30,176.06	2,641.20	31,694.44
09	12.83	2,223.53	26,682.32	2,331.63	27,979.57	2,450.79	29,409.50	2,577.33	30,927.90	2,705.08	32,461.01
10	13.13	2,276.35	27,316.20	2,391.83	28,701.90	2,514.67	30,176.06	2,641.20	31,694.44	2,773.88	33,286.55
11	13.45	2,331.63	27,979.57	2,450.79	29,409.50	2,577.33	30,927.90	2,705.08	32,461.01	2,841.44	34,097.33
12	13.80	2,391.83	28,701.90	2,514.67	30,176.06	2,641.20	31,694.44	2,773.88	33,286.55	2,913.92	34,967.08
13	14.14	2,450.79	29,409.50	2,577.33	30,927.90	2,705.08	32,461.01	2,841.44	34,097.33	2,986.40	35,836.85
14	14.51	2,514.67	30,176.06	2,641.20	31,694.44	2,773.88	33,286.55	2,913.92	34,967.08	3,061.34	36,736.08
15	14.87	2,577.33	30,927.90	2,705.08	32,461.01	2,841.44	34,097.33	2,986.40	35,836.85	3,138.73	37,664.81
16	15.24	2,641.20	31,694.44	2,773.88	33,286.55	2,913.92	34,967.08	3,061.34	36,736.08	3,217.36	38,608.26
17	15.61	2,705.08	32,461.01	2,841.44	34,097.33	2,986.40	35,836.85	3,138.73	37,664.81	3,295.98	39,551.71
18	16.00	2,773.88	33,286.55	2,913.92	34,967.08	3,061.34	36,736.08	3,217.36	38,608.26	3,379.51	40,554.15
19	16.39	2,841.44	34,097.33	2,986.40	35,836.85	3,138.73	37,664.81	3,295.98	39,551.71	3,463.05	41,556.58
20	16.81	2,913.92	34,967.08	3,061.34	36,736.08	3,217.36	38,608.26	3,379.51	40,554.15	3,551.50	42,617.99
21	17.23	2,986.40	35,836.85	3,138.73	37,664.81	3,295.98	39,551.71	3,463.05	41,556.58	3,638.72	43,664.63
22	17.66	3,061.34	36,736.08	3,217.36	38,608.26	3,379.51	40,554.15	3,551.50	42,617.99	3,732.08	44,785.00
23	18.11	3,138.73	37,664.81	3,295.98	39,551.71	3,463.05	41,556.58	3,638.72	43,664.63	3,822.99	45,875.87
24	18.56	3,217.36	38,608.26	3,379.51	40,554.15	3,551.50	42,617.99	3,732.08	44,785.00	3,918.81	47,025.72
25	19.02	3,295.98	39,551.71	3,463.05	41,556.58	3,638.72	43,664.63	3,822.99	45,875.87	4,017.09	48,205.05
26	19.50	3,379.51	40,554.15	3,551.50	42,617.99	3,732.08	44,785.00	3,918.81	47,025.72	4,119.05	49,428.60
27	19.98	3,463.05	41,556.58	3,638.72	43,664.63	3,822.99	45,875.87	4,017.09	48,205.05	4,221.01	50,652.14
28	20.49	3,551.50	42,617.99	3,732.08	44,785.00	3,918.81	47,025.72	4,119.05	49,428.60	4,325.43	51,905.19
29	20.99	3,638.72	43,664.63	3,822.99	45,875.87	4,017.09	48,205.05	4,221.01	50,652.14	4,434.77	53,217.19
30	21.53	3,732.08	44,785.00	3,918.81	47,025.72	4,119.05	49,428.60	4,325.43	51,905.19	4,546.56	54,558.68
31	22.06	3,822.99	45,875.87	4,017.09	48,205.05	4,221.01	50,652.14	4,434.77	53,217.19	4,658.35	55,900.15
32	22.61	3,918.81	47,025.72	4,119.05	49,428.60	4,325.43	51,905.19	4,546.56	54,558.68	4,776.28	57,315.36
33	23.18	4,017.09	48,205.05	4,221.01	50,652.14	4,434.77	53,217.19	4,658.35	55,900.15	4,896.67	58,760.03
34	23.76	4,119.05	49,428.60	4,325.43	51,905.19	4,546.56	54,558.68	4,776.28	57,315.36	5,015.83	60,189.98
35	24.35	4,221.01	50,652.14	4,434.77	53,217.19	4,658.35	55,900.15	4,896.67	58,760.03	5,141.14	61,693.62
36	24.95	4,325.43	51,905.19	4,546.56	54,558.68	4,776.28	57,315.36	5,015.83	60,189.98	5,271.35	63,256.22
37	25.59	4,434.77	53,217.19	4,658.35	55,900.15	4,896.67	58,760.03	5,141.14	61,693.62	5,404.03	64,848.32
38	26.23	4,546.56	54,558.68	4,776.28	57,315.36	5,015.83	60,189.98	5,271.35	63,256.22	5,536.70	66,440.41
39	26.88	4,658.35	55,900.15	4,896.67	58,760.03	5,141.14	61,693.62	5,404.03	64,848.32	5,675.52	68,106.21
40	27.56	4,776.28	57,315.36	5,015.83	60,189.98	5,271.35	63,256.22	5,536.70	66,440.41	5,818.02	69,816.24
41	28.25	4,896.67	58,760.03	5,141.14	61,693.62	5,404.03	64,848.32	5,675.52	68,106.21	5,962.98	71,555.74
42	28.94	5,015.83	60,189.98	5,271.35	63,256.22	5,536.70	66,440.41	5,818.02	69,816.24	6,114.08	73,368.96
43	29.66	5,141.14	61,693.62	5,404.03	64,848.32	5,675.52	68,106.21	5,962.98	71,555.74	6,266.41	75,196.92
44	30.41	5,271.35	63,256.22	5,536.70	66,440.41	5,818.02	69,816.24	6,114.08	73,368.96	6,422.43	77,069.11
45	31.18	5,404.03	64,848.32	5,675.52	68,106.21	5,962.98	71,555.74	6,266.41	75,196.92	6,582.13	78,985.51
46	31.94	5,536.70	66,440.41	5,818.02	69,816.24	6,114.08	73,368.96	6,422.43	77,069.11	6,745.51	80,946.16
47	32.74	5,675.52	68,106.21	5,962.98	71,555.74	6,266.41	75,196.92	6,582.13	78,985.51	6,916.27	82,995.24
48	33.57	5,818.02	69,816.24	6,114.08	73,368.96	6,422.43	77,069.11	6,745.51	80,946.16	7,088.26	85,059.06
49	34.40	5,962.98	71,555.74	6,266.41	75,196.92	6,582.13	78,985.51	6,916.27	82,995.24	7,267.61	87,211.32
50	35.27	6,114.08	73,368.96	6,422.43	77,069.11	6,745.51	80,946.16	7,088.26	85,059.06	7,449.42	89,393.09
51	36.15	6,266.41	75,196.92	6,582.13	78,985.51	6,916.27	82,995.24	7,267.61	87,211.32	7,634.92	91,619.07
52	37.05	6,422.43	77,069.11	6,745.51	80,946.16	7,088.26	85,059.06	7,449.42	89,393.09	7,825.34	93,904.02
53	37.97	6,582.13	78,985.51	6,916.27	82,995.24	7,267.61	87,211.32	7,634.92	91,619.07	8,023.12	96,277.43
54	38.92	6,745.51	80,946.16	7,088.26	85,059.06	7,449.42	89,393.09	7,825.34	93,904.02	8,220.90	98,650.81

APPENDIX D – CLASSIFIED CLASS SPECIFICATIONS

CLASS #	CLASS TITLE	RANGE
C102.100	Account Clerk I	14
C102.200	Account Clerk II	18
C102.300	Account Clerk Senior	25
C185.100	Accountant	30
C184.100	Accounting Support Technician-FP&M	21
C103.100	Administrative Secretary I	14
C103.200	Administrative Secretary II	21
C103.300	Administrative Secretary III	24
C103.600	Administrative Secretary-Non-Instructional	24
C103.400	Administrative Secretary To The Assistant Dean	26
C103.500	Administrative Secretary To The Dean	27
C103.800	Administrative Secretary –Student Health Clinic	24
C103.900	Administrative Secretary-Office Coordinator	27
C179.100	Administrative Secretary-Grants	25
C104.300	Admission and Records Technician II	18
C104.400	Admission and Records Technician Senior	24
C105.200	Agricultural Instructional Equipment Mechanic II	25
C106.100	Agricultural Farm Technician	26
C107.100	Alternate Media Assistant	14
C108.100	Articulation Assistant	23
C109.100	Assessment Technician	30
C186.100	Assistant Athletic Trainer	31
C110.100	Athletic Equipment Technician	26
C113.100	Bookstore Operations Assistant	25
C114.100	Broadcast Communications Engineer	32
C115.100	Broadcast Operations and Programming Specialist	29
C116.200	Bus Operator	18
C116.100	Bus Operator/Mechanic	22
C118.100	Catalog/Schedule Production Technician	20
C119.100	Children's Program Specialist	21
C119.200	Children's Program Specialist Assistant	14
C120.100	Clerk I	6
C120.200	Clerk II	10
C189.100	Clinical Assistant-Student Health Clinic	17

C123.100	Contract Specialist	38
C124.100	Custodian I	14
C124.200	Custodian II	18
C129.100	Employment Technician	25
C130.200	Facilities Planning and Management – Maintenance LEAD	34
C130.100	Facilities Planning and Management-LEAD	30
C131.100	Financial Aid/Veterans Assistant I	14
C131.200	Financial Aid/Veterans Assistant II	21
C131.300	Financial Aid/Veterans Assistant Senior	27
C131.400	Financial Aid/Veterans Assistant LEAD	29
C132.100	Food Service Assistant I	2
C132.200	Food Service Assistant II	4
C132.300	Food Service Assistant Senior	15
C134.100	General Bookstore Retail Clerk	12
C135.100	General Merchandise Buyer	25
C136.100	Glenn County Center Program Assistant	29
C137.100	Grounds Technician I	14
C137.200	Grounds Technician II	19
C137.300	Grounds Technician Senior	21
C138.100	Information Systems Designer/Developer I	34
C138.200	Information Systems Designer/Developer II	48
C139.100	Information Systems Operations Technician I	18
C139.200	Information Systems Operations Technician II	24
C139.300	Information Systems Operations Technician Senior	30
C140.100	Information Systems User Support Services	27
C141.300	Instructional Aide	17
C141.200	Instructional Aide-Business Education.	17
C141.100	Instructional Aide-LEAD (Language, Education and Development)	17
C143.100	Instructional Career Specialist	23
C182.100	Instructional Graphic Designer	27
C145.100	Instructional Technology Specialist	38
C146.100	Laboratory Technician I	22
C148.200	Laboratory Technician II	28
C148.300	Laboratory Technician Senior	34
C146.100	Laboratory Technician-Ceramics/Fine Arts	17
C147.100	Laboratory Technician-Horticulture	22
C158.100	Laboratory Technician-Photography	30
C149.200	Library Technician	24

C149.300	Library Technician Senior	25
C149.400	Library Media Technician	21
C150.100	Maintenance Technician I	16
C150.200	Maintenance Technician II	21
C150.300	Maintenance Technician Senior	27
C151.100	Media Production Specialist	24
C153.200	Multimedia Electronic Technician	29
C153.100	Multimedia Electronic Technician Senior	34
C154.100	Network/Computing Specialist	39
C154.200	Network/Computing Specialist - LEAD	41
C180.100	Payroll Specialist	30
C159.100	Physical Education Equipment Specialist	19
C178.100	Printing / Shipping / Receiving & Mail Assistant	17
C128.100	Printing Services Technician I	14
C128.200	Printing Services Technician II	16
C128.300	Printing Services Technician Senior	20
C162.100	Recruitment and Outreach Technician	25
C122.100	Scheduling & Curriculum Technician	27
C163.100	Shipping/Receiving & Mail Assistant	18
C166.100	Skilled Craftsman-Electrician	34
C166.200	Skilled Craftsman-Heat., Ventilation, Air	34
C166.300	Skilled Craftsman-Plumber	34
C167.100	Special Programs Clerk	18
C188.100	Student Activities Specialist	24
C187.100	Student Orientation and Events Assistant	18
C183.100	Student Services Assistant	18
C176.100	Student Services Tutorial Technician	23
C169.100	Support Services Aide	14
C127.200	Technical Services Assistant (Drafting)	27
C181.100	Telephone and Data Cabling Technician	33
C170.100	Textbook/Course Materials Acquisition Technician	25
C172.200	Transportation Mechanic II	25
C172.300	Transportation Mechanic Senior	27
C174.100	Webmaster	37

APPENDIX E

Catastrophic Leave Bank

Creation

- A. The CSEA and the District agree to create a Catastrophic Leave Bank (CLB) effective July 1, 2010. The CLB shall be funded in accordance with the terms of Section 8.7.2 below.
- B. Days in the CLB shall accumulate from year to year.
- C. Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the CLB participant.
- D. The CLB shall be administered by a committee comprised of the CSEA Executive board and the Human Resource Benefits Analyst.

Eligibility and Contributions

- A. All CSEA members actively employed by the District are eligible to contribute 1 sick day to the CLB.
- B. Participation is voluntary, but only contributors will be permitted to withdraw from the Bank.
- C. Members who elect not to join the CLB upon first becoming eligible must join during annual open enrollment in the month of May and become eligible to withdraw from the Bank the beginning of the fiscal year in July.
- D. The contribution, on the appropriate form, will be authorized in May by the member and continued automatically from year to year until canceled by the member, or the committee determines no contribution to the bank is needed.
- E. Cancellation, on the proper form, may be effected at any time and the member shall not be eligible to draw from the Bank as of the effective date of cancellation. Sick leave days previously authorized for contribution to the Bank shall not be returned if the member effects cancellation.
- F. The District will execute contributions by participating members on July 1st of each year. Members returning from extended leave which included the enrollment period and new hires will be permitted to contribute within 30 calendar days of beginning work. The District shall supply enrollment forms for the CLB to all new members and those members returning from leave.
- G. The annual rate of contribution by each participating member for each school year shall be a one (1) day.
 1. If the Committee decides there are too few days in the CLB to meet its obligation, it will send a ballot to all participating members to decide whether all participating members shall be assessed another day. CLB participants who are drawing from the Bank at the time of the assessment will not be required to contribute to remain eligible to draw from the Bank. If a CLB participant has no remaining eligible leave credits at the time of the assessment, he or she need not contribute the additional day to remain a participant in the CLB.
 2. Before May 1st of each year, if the Committee decides there are enough days in the CLB to meet its need for the following year, it may decide that no contribution is needed by the participating members. Those members joining the CLB for the first time and those returning from leave shall be required to contribute one day to the Bank.

Withdrawal from the Bank

- A. CLB participants whose eligible leave credits are exhausted may request to withdraw from the Bank for catastrophic illness or injury. Catastrophic illness or injury shall be defined as any illness or injury that incapacitates the member for over ten (10) consecutive work days or incapacitates a member's immediate family for over ten (10) consecutive work days which requires the member take time off work to care for that family member and from which return to his/her position is expected. (Immediate family will be interpreted to mean the mother, father, grandmother, grandfather, or a grandchild of the unit member or of the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, registered domestic partner of the unit member or any relative living in the immediate household of the unit member.) If a reoccurrence or a second illness or injury incapacitates a member or member's family within 12 months, it shall be deemed catastrophic after five (5) consecutive work days. For example, a participant who used the Bank, after exhaustion of eligible leave credits, for 25 days to care for his wife who dies of cancer, and, after returning to work, suffers a heart attack, shall be deemed to have a second catastrophic illness and may again withdraw from the Bank after only five (5) consecutive work days off work.
- B. Participants must use all eligible leave credits available to them before being eligible for a withdrawal from the Bank, but may apply as soon as they can establish an illness or injury. No more than ten (10) days may be granted retroactively. The first ten (10) work days of illness or disability must be covered by the participant's own sick leave, vacation days, differential leave, or leave without pay the first time said participant qualifies for a withdrawal from the Bank. For subsequent withdrawals within twelve (12) consecutive months, the first five (5) work days of illness must be covered by the participant's own leave credits.
- C. If a participant is incapacitated, applications may be submitted to the Committee by the participant's agent or member of the participant's family.
- D. Withdrawals from the CLB shall be granted in units of no more than thirty (30) work days. The Committee may grant fewer days than requested. Participants may submit requests for extensions of withdrawals as their prior grants expire. A participant's withdrawal from the Bank may not exceed 175 cumulative total days per lifetime employment with the District.
- E. Participants applying to withdraw or extend their withdrawal from the CLB will be required to submit a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work.
- F. If a participant has been granted one withdrawal from the CLB and requests an extension, the participant may be required to obtain a second opinion to certify the necessity of an extended period. Refusal to submit to the medical review will terminate the participant's continued withdrawal from the Bank. The Committee may deny an extension of withdrawal from the CLB based upon the Human Resources Benefits Analyst report. The participant may appeal any termination under the procedures outlined in Section J. below.
- G. Leave from the Bank may not be used for illness or disability, which qualifies the participant for Workers' Compensation benefits unless the participant has exhausted all Workers' Compensation leave and all other eligible leave credits. If the District challenges the Workers' Compensation claims, the participant may draw from the Bank, but upon settlement of the claim, the Bank shall be reimbursed for any days reimbursed by Workers' Compensation.
- H. When the Committee may reasonably presume that the applicant for a draw may be eligible for income protection, a disability award, or a retirement under PERS or, if applicable, Social Security, the committee may request that the draw applicant apply for income protection disability, or retirement. Failure of the draw applicant to submit a complete application, including medical information provided by the applicant's physician, within twenty (20) calendar days, will disqualify the applicant for further CLB payments. Any requests for additional medical information from

PERS or Social Security shall be submitted within 10 days or the participant's entitlement to CLB payments will cease. If denied benefits by PERS or Social Security, the applicant must appeal or entitlement to the CLB shall cease.

- I. If the CLB does not have sufficient days to fund a withdrawal request, the Committee is under no obligation to provide days and the District is under no obligation to pay the participant any funds whatsoever. If the Committee denies a request for withdrawal, or an extension of withdrawal, they shall notify the participant, in writing of the reasons for the denial.

Withdrawals shall become effective immediately upon the exhaustion of eligible leave credits, or the waiting periods provided for in Sections 8.7.2.C, 8.7.3.A and 8.7.3.B, whichever is greater. For example, if a participant contributed when first eligible to contribute and had 15 days of accumulated eligible leave credits when the illness began, s/he shall begin withdrawing upon the sixteenth (16th), if otherwise eligible. If the participant had 10 days of eligible leave credits at the beginning of the illness, s/he shall begin withdrawing days on the eleventh (11th) work day. If the participant had 5 days of eligible leave credits at the beginning of the illness, s/he shall begin withdrawing days on the eleventh (11th) work day.

- J. Catastrophic Leave Bank participants who are denied a withdrawal or whose withdrawal is terminated or not renewed may, within 30 days of denial, appeal, in writing, to the Superintendent/President or designee. The Superintendent/President or designee shall hold a joint hearing within 15 workdays. The Superintendent/President or designee shall issue a joint confidential written decision within fifteen (15) workdays of the hearing. If the participant's incapacitation does not allow participation in this appeal process, the participant's agent or member of the family may process the appeal.

Administration of the Bank

- A. The CLB Committee shall have the responsibility of maintaining the records of the CLB, receiving withdrawal requests, verifying the validity of requests, approving or denying the requests, and communicating its decisions, in writing to the participants and to the District.
- B. The Committee's authority shall be limited to administration of the Bank. The Committee shall approve all properly submitted requests complying with the terms of this provision.
- C. Applications shall be reviewed and decisions of the Committee reported to the applicant, in writing, as rapidly as possible, but within 10 workdays of receipt of the application.
- D. The Committee shall keep all records confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal and defend against any appeals of denials.

If the Catastrophic Leave Bank is terminated for any reason, the days remaining in the CLB shall be returned to the then current members of the Bank proportionately.

APPENDIX F – FORMULA FOR FULL-TIME EQUIVALENT POSITIONS

Full-time equivalent positions shall be determined by adding the number of hours actually worked in each semester and dividing that sum by the number that results from multiplying the days in the semester by eight.

Example:

40,000 hours worked
85 days in semester
8 hours in full-time equivalent position per day
 $40,000 \text{ hours worked} \div 680 \text{ semester hours (85x8)} = 59 \text{ FTE positions}$

AREA DEFINITION LIST

President

Administrative Services

Planning and Information

Student Learning and Economic Development

Student Services