

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN THE

**CALIFORNIA ONLINE COMMUNITY COLLEGE
dba CALBRIGHT COLLEGE**

AND

**THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS
CALBRIGHT CHAPTER #53**

July 1 2025 - June 30, 2028



AFL-CIO

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ARTICLE I

ASSOCIATION RECOGNITION

- 1.1 **Recognition:** The California Online Community College ("Calbright") recognizes the California School Employees Association and its Calbright Chapter #53 (together "CSEA") as the sole and exclusive representative for the purpose of establishing wages, hours, and working conditions of Calbright's classified employees.
- 1.1.1 CSEA's bargaining unit shall **include**: All positions which belong to the classified service as defined by the relevant Education Code and Government Code sections.
- 1.1.2 CSEA's bargaining unit shall **exclude**: All faculty, management, supervisory, confidential, short-term, and substitute positions as defined by the relevant Education Code and Government Code sections.

ARTICLE II

CSEA ASSOCIATION RIGHTS

- 2.1 CSEA has the right under the Educational Employment Relations Act to represent bargaining unit members in their employment relations with Calbright. Nothing in the parties' collective bargaining agreement shall be construed as a waiver of such rights.
- 2.2 Rights of CSEA Officers and Agents
 - 2.2.1 CSEA officers and other agents (i.e. stewards and committee members) shall have the right to reasonable release time, without loss of pay or benefits, for the investigation and processing of grievances and disciplines. Similarly, CSEA officers and other agents (i.e. stewards and committee members) shall have the right to reasonable release time for representing CSEA members at meetings that might impact their wages, hours, or working conditions (i.e. reasonable accommodations, investigatory meetings, etc.). Every attempt will be made not to impede Calbright's operations, especially those involving the public and students. Should there be a disagreement about the amount of release time being utilized, both parties agree to collaborate and negotiate a resolution to the disagreement.
 - 2.2.2 CSEA's negotiation committee shall have the right to reasonable release time, without loss of pay or benefits, to meet and negotiate with Calbright. Such time shall include reasonable time for preparation in advance of negotiations.
 - 2.2.3 CSEA appointees to Calbright committees, task forces, or working groups shall have the right to participate in such committees, task forces, or working groups without loss of pay or benefits unless other compensation is authorized for participation.
 - 2.2.4 The chapter shall be provided a bank of release time for administration of the local chapter, attendance at the CSEA Annual Conference, and activities not otherwise covered by this agreement. The total amount of release time shall be 300 hours per academic year. Release time shall not negatively impact the daily operations of Calbright College as stated in 2.2.1
 - 2.2.5 CSEA may pay for the release of Calbright employees for activities not covered by this agreement. Following the College's payment of the employee's salary and benefits for the leave of absence under Article II, CSEA shall make reasonable efforts to reimburse the College within thirty (30) days after its receipt of certification of payment to the employee unless otherwise mutually agreed.
- 2.3 Rights of Employees in the CSEA Bargaining Unit
 - 2.3.1 Employees shall have the right to join and participate in the activities of CSEA free from reprisals, threats, discrimination, interference, restraint, or coercion.
 - 2.3.2 Employees shall have the right to discuss their wages, hours, and working conditions and advocate for changes to the same free from reprisals, threats, discrimination, interference, restraint, or coercion.
 - 2.3.3 Any privilege or benefit being enjoyed by employees not contrary to or inconsistent with the express terms of the parties' collective bargaining agreement shall continue in effect

as now existing.

- 2.3.4 Employee Electronic Monitoring: Calbright shall maintain the status quo and shall not implement any new or enhanced electronic monitoring of employees without negotiation, unless necessary to comply with the lawful order of a competent authority. Changes to the status quo will be shared with CSEA and bargained where it has an impact on bargaining unit members' working conditions. In accordance with Calbright practices and policies, there is no expectation of privacy when utilizing these public resources - emails or electronic messages for example may be a public record. It shall not be the practice of Calbright to perform real-time/active monitoring without cause.

2.4 Rights of CSEA

- 2.4.1 CSEA shall appoint all unit member representatives to applicable Calbright committee, task forces, or working groups, as defined by Calbright's participatory governance policies and procedures and in consultation with the President and CEO for consideration of equity and inclusion. If Calbright and CSEA disagree on an appointment, CSEA and Calbright shall find a different mutually agreeable member to serve on the committee. It is the intent of the parties to provide opportunities for all employees to participate in the participatory governance of the college.
- 2.4.2 CSEA may use Calbright's electronic resources to conduct CSEA business within the boundaries of applicable laws and provided that such use falls within the Calbright Acceptable Use Policy (AUP), provided the AUP does not violate the Educational Employment Relations Act. In accordance with Calbright practices and policies, there is no expectation of privacy when utilizing these public resources.
- 2.4.3 The authorized CSEA staff representative shall have access to mutually agreed upon channels in Calbright's Slack workspace or similar communication channels.

2.5 Dues and Assessments

- 2.5.1 CSEA shall have the sole and exclusive right to receive payroll deduction for regular membership dues. Such dues will not be withheld until the payroll following notification of the employees membership in CSEA. Such notification must be received by Calbright on or before the 15th of each month in order for dues to be deducted during the next payroll process.
- 2.5.2 Calbright shall deduct, following the CSEA dues schedule, regular membership dues from the wages of all employees who are members of CSEA.
- 2.5.3 Calbright shall deduct voluntary assessments from all employees who elect to contribute to one of CSEA's voluntary funds, such as the Dorothy Bjork Assistance Fund and the Victory Club.
- 2.5.4 Calbright shall not be obligated to put any new or changed deductions into effect until the pay period commencing thirty (30) days or more after such a submission.
- 2.5.5 There shall be no charge by Calbright to CSEA for deducting dues or voluntary assessments.
- 2.5.6 Calbright shall not interfere with the terms of any agreement between CSEA and Calbright's employee about that employee's membership in CSEA. Calbright shall direct

any employee with questions about their membership to the CSEA Chapter President and the assigned CSEA staff representative. Calbright shall comply with Education Code 88167.

- 2.5.7 CSEA shall defend and indemnify Calbright for any claims arising from its compliance with this section or for any claims made by an employee for deductions made in reliance on information provided by the employee organization to the employer to cancel or change membership dues authorization. Calbright shall be required to promptly notify CSEA of any claims made by employees relating to dues authorization.
- 2.5.8 CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried, or appealed.

ARTICLE III

MANAGEMENT RIGHTS

- 3.1 **Management Rights.** Except as limited by the specific and express terms of the Educational Employment Relations Act and/or this Agreement, the Board hereby retains and reserves unto itself all rights, powers, authority, duties, and responsibilities conferred upon or vested in it by law. The parties agree that all customary and usual rights, powers, functions, and authority possessed by management are vested in the Administration, and the Administration shall continue to exercise such rights, powers, functions, and authority during the period of this Agreement.

Management rights include, but are not limited to, the following:

- 3.1.1 Hiring, supervising, releasing employees during probation, and for cause discharging employees in accordance with requirements of law.
 - 3.1.2 Calbright has the sole right of assignment of employees.
 - 3.1.3 Representing the state and requirements placed within the Education Code in determining educational needs, and Calbright's priorities, all consistent with provisions of applicable laws.
 - 3.1.4 Obliging Calbright's funds.
 - 3.1.5 Establishing the organization's job descriptions and positions required in Calbright and subject to meeting and negotiating with CSEA when there is an impact to wages hours or working conditions of unit members.
 - 3.1.6 Directing the work of all employees.
 - 3.1.7 Responding to emergencies of any nature.
 - 3.1.8 Bringing Calbright's programs within limits prescribed by law and regulation for funding of Calbright.
- 3.2 Notwithstanding any other provisions, this Agreement shall not constitute a general or specific waiver of any right of the Association or unit members, nor shall it be applied to reduce or restrict any right or privilege of the Association or unit members derived from other provisions of this Agreement or from law.

ARTICLE IV

DISCIPLINE AND DUE PROCESS

- 4.1 No permanent employee shall be disciplined without just cause. (See Appendix B)
- 4.2 Discipline shall be imposed progressively, except in cases in which employee misconduct may warrant skipping steps as determined by the Vice President of Human Resources or designee, subject to appeal in the discipline process outlined in this article. The ultimate goal of discipline shall be to help employees improve conduct problems and resolve performance issues at the earliest and least severe stages of discipline. Therefore, supervisors shall make reasonable efforts to utilize counseling, verbal warnings, written warnings, and performance improvement plans before utilizing more severe forms of discipline such as demotion, suspension, and termination.
- 4.3 Calbright recognizes employees' rights to representation by a steward or other union representative at any investigatory interview, pre-disciplinary meeting, or other such meetings that may impact an employee's wages, hours, or working conditions. Therefore, Calbright will remind the employee of this right when it requests such a meeting and make reasonable efforts to reschedule if necessary to permit the assigned CSEA representative or steward to be present.
- 4.4 Counselings, Verbal Warnings, Written Warnings, and Performance Improvement Plans shall not be grievable.
- 4.5 Employees may elect to respond to any negative material placed in their personnel file and have said response attached to the negative material and included in their personnel file.
- 4.6 Calbright will not discipline employees for a cause that arose before the employee became permanent or that is over two (2) years old unless the cause was concealed or not disclosed by the employee when it reasonably could be assumed that the employee should have disclosed the facts.
- 4.7 Demotion, Suspension, or Termination
 - 4.7.1 Employees shall receive advance written notice of intended discipline before any demotion, suspension, or termination is implemented. The notice of intended discipline shall contain, at a minimum: notice of the proposed discipline, the reasons or causes for the proposed discipline, a copy of the charges, all material upon which the discipline is based, advisement that the employee may respond either orally at a pre-disciplinary meeting (i.e. Skelly) or in writing, and advisement that the employee has the right to a pre-disciplinary meeting along with a proposed date for the meeting. The notice shall include a statement that the unit member has five (5) working days to request a pre-disciplinary meeting.
 - 4.7.2 Upon request, employees shall be provided due process through a pre-disciplinary meeting, also known as a Skelly meeting, before a demotion, suspension, or termination is implemented. The meeting shall be at a mutually agreeable time and date between a pre-disciplinary meeting officer (Skelly officer), the employee, and the employee's representative. The scheduling of said pre-disciplinary meeting shall not be unreasonably delayed, however, the scheduling should reflect the complexity of the discipline, the legal right of CSEA to request and receive necessary and relevant information, and the legal right of the employee and their representative to prepare for the meeting. An employee may opt to respond to the charges in writing in lieu of a

pre-disciplinary meeting and have their response considered as if a pre-disciplinary meeting had been held.

- 4.7.3 The Skelly officer shall render their decision to uphold, modify, or dismiss the discipline in writing to the employee and the employee's representative. The Skelly officer's decision shall also contain notice of the employee's right to demand a hearing. A unit member shall have five (5) working days after service of such notice to demand a hearing in writing to the Vice President of Human Resources or designee. Mailed charges are presumed served after five (5) work days. Failure to request a hearing shall constitute a waiver of any right to a hearing.
- 4.7.4 Calbright is permitted to impose the demotion, suspension, or termination after the Skelly officer's written decision, but the final appeal of such discipline shall be either before the Board of Trustees in accordance with the Education Code and Board Policy, or a hearing before a neutral hearing officer if CSEA is a party to the appeal. Nothing in this section shall be interpreted to prevent an employee from pursuing their own appeal in accordance with the Education Code or Board Policy.
- 4.7.5 When CSEA is a party to the appeal and has approved representation according to its policies, the following procedures shall apply to the disciplinary appeal hearing.
 - 4.7.5.1 The hearing officer for a disciplinary appeal shall be selected by mutual agreement between Calbright and CSEA. If mutual agreement is not possible Calbright shall obtain a list of five hearing officers from State Mediation and Conciliation Services (SMCS) or mutually agreed to similar agency and the parties shall each strike names alternately, with the first strike being determined by lot. After each party uses two strikes, the remaining name on the list shall be the hearing officer.
 - 4.7.5.2 The costs of a disciplinary appeal hearing, including the cost of a transcript or recording, shall be borne equally by the College and CSEA.
 - 4.7.5.3 The employee may be represented by CSEA, another representative of their choosing, or themselves in the appeal hearing.
 - 4.7.5.4 The hearing officer shall have the authority to subpoena witnesses, documents, or other evidence.
 - 4.7.5.5 Compliance with the technical rules of evidence applied in the courts shall not be required. Oral evidence shall be taken only on oath or affirmation. Hearsay evidence is admissible but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. Immaterial, irrelevant, or unduly repetitious evidence may be excluded. The rules of privilege shall apply. Evidence of any discussion of the case that occurs in an effort to reach a settlement before the hearing shall be inadmissible in accordance with Evidence Code Section 1152.
 - 4.7.5.6 The primary question before the hearing officer shall be whether Calbright had just cause (see Appendix B) to impose the discipline. The hearing officer shall conduct a de novo review. The hearing officer shall have full authority to uphold, amend, or annul the discipline imposed by Calbright. When the hearing officer annuls or amends the discipline imposed by Calbright, the hearing officer shall be limited to a make-whole remedy. The hearing officer shall not have the authority to order punitive damages.

4.7.5.7 The hearing officer's decision shall be final and binding on the parties.

- 4.8 This article shall not prevent Calbright from imposing a demotion, suspension, or termination in accordance with Education Code section 88123 or similar applicable laws.

ARTICLE V

GRIEVANCE PROCEDURES

5.1 Definitions

- 5.1.1 A Grievance is a formal allegation, oral or written, by a grievant that they have been adversely affected by a violation, misapplication, or misinterpretation of the specific provisions of this Agreement.
- 5.1.2 A Grievant is a bargaining unit member, bargaining unit members, or CSEA.
- 5.1.3 Unless stated as “calendar days,” a Day is defined as one of the days (Monday through Friday) that Calbright has scheduled the unit member to provide services.
- 5.1.4 The Respondent is the lowest level of administration determined by Calbright as having the authority to adjust/resolve the complaint.
- 5.1.5 A Representative is a CSEA representative and/or a bargaining unit member designated by the grievant to serve as their representative at Level I or Level II of the grievance. Absence from regular duties shall be granted without loss of salary to the grievant, and designated representative, if needed, when such regular duties conflict with attendance at meetings, conferences, or hearings with Calbright personnel.
- 5.1.6 The grievance forms are the forms upon which all formal grievances must be filed and upon which decisions shall be rendered. It is the official record of the grievance. The grievance form shall be incorporated into this Agreement as Appendix D.
- 5.1.7 Receipt of a Formal Grievance: A grievance shall be considered received when the grievance or response to the grievance is delivered via email to the grievant or respondent, with a copy to the CSEA President and the Vice President of Human Resources in accordance with the procedures set out in this Article.

5.2 Miscellaneous

- 5.2.1 CSEA shall receive a copy of all documents, grievances, and appeals at the formal levels.
- 5.2.2 CSEA shall have the right to consult with and/or represent the grievant at any level of the grievance process.
- 5.2.3 Time limits may be modified by mutual written agreement between the parties.
- 5.2.4 Failure of the College to adhere to time limits set forth herein to take any required action within the prescribed time limits shall cause the grievance to advance to the next level. Failure of the Association and/or grievant to adhere to the time limits set forth herein shall constitute abandonment of the grievance.
- 5.2.5 No reprisals of any kind shall be taken by the President and CEO or by any member or representative of the administration or the College or Board of Trustees against any aggrieved party, any party in interest, any member of CSEA, or any other participant in the grievance procedure by reason of such participation.
- 5.2.6 All documents, communications, and records dealing with the processing of a grievance

shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

5.2.7 Informal Level of Grievance

5.2.7.1 Within thirty (30) working days after the bargaining unit member, members, or CSEA had reasonable knowledge of the alleged violation, misapplication, or misinterpretation of the specific provisions of this Agreement, the grievant shall schedule a meeting to attempt to resolve the grievance by an informal conference with the respondent. At the time of the scheduling of the meeting, the grievant shall notify the respondent that the meeting will deal with a possible grievance, the nature of the grievance and that this is the informal level of the grievance policy. A mutually convenient meeting time shall be scheduled within five (5) days of receiving the request to meet. If the grievant desires, they may have a representative present to assist them in the meeting. CSEA shall be notified and have the right to consult with the grievant and to be present at the meeting. Both parties will make an earnest effort to settle complaints in this step.

5.2.7.2 Grievance procedure timelines may be extended by mutual agreement at any time. Grievances that involve compensation or benefits shall have an extended timeline of sixty (60) working days if they are not a continuing violation. Continuing violations shall be grievable as if the timeline began at the most recent violation.

5.3 Formal Levels of Grievance

5.3.1 Level I: Within ten (10) days of the informal conference, should the grievance not be resolved at the informal level, the grievant must present their grievance in writing on the grievance form, attached in Appendix D, to the respondent. Once the grievance is received, signed copies shall be given to the Vice President of Human Resources or designee, the grievant, the respondent, and the CSEA Representative.

5.3.1.1 The statement of the Level I grievance shall be a clear, concise statement of the circumstances giving rise to the grievance, citation of the specific article of the Agreement that is alleged to have been violated, the decision rendered at the informal conference, and the specific remedy sought. The respondent shall return the form with their decision with rationale for the decision to the grievant in writing within ten (10) days after receipt of the written grievance, with signed copies to the Vice President of Human Resources or designee, the grievant, the respondent, and the CSEA Representative.

5.3.2 Level II: If the grievant is not satisfied with the decision at Level I, they may, within ten (10) days of the receipt of the decision from Level I, appeal the decision to Level II on the grievance form attached Appendix D, to the appropriate vice president. The statement of the Level II grievance shall include a copy of the original grievance and appeal, the decisions rendered, and a clear, concise statement of the reasons for the appeal. A copy of the appeal and supporting documents shall be sent to the Vice President of Human Resources or designee, the grievant, the appropriate vice president or designee, and CSEA Representative.

5.3.3 Within five (5) days of receiving the Level II appeal, the appropriate vice president or designee shall arrange a mutually convenient time to meet with the grievant to discuss the matter and attempt to resolve the grievance. If the grievant desires, they may have a representative present to assist them in the meeting. CSEA shall be notified and have

the right to consult with the grievant and to be present at the meeting.

5.3.3.1 Within ten (10) days of the Level II meeting, the appropriate vice president or designee shall communicate a written response to the grievant and CSEA Representative. Such a response will terminate Level II.

5.3.4 Level III (MEDIATION): If the grievant is not satisfied with the decision at Level II, they may within ten (10) days of the receipt of the decision from Level II, request that CSEA submit the grievance to mediation. Should CSEA decide to submit the grievance to mediation, within ten (10) days of receiving the request from the grievant that the grievance be submitted to mediation, CSEA shall file the appeal for mediation to the Vice President, Human Resources, or designee. The appeal to mediation shall be filed on the grievance form, attached as Appendix D, to mediation and must include a copy of the original grievance and appeals, the decisions rendered, and a clear, concise statement of the reasons for the appeal for mediation. The CSEA representative shall send a signed copy of the appeal to the Vice President of Human Resources or designee, the President and CEO, and the grievant.

5.3.4.1 Within ten (10) days after receipt of the written appeal for mediation, the parties shall request the immediate services of a mediator. The parties shall utilize the California State Mediation and Conciliation Service (SMCS) for mediation.

5.3.4.1.1 The function of the mediator shall be to assist the parties to achieve a mutually satisfactory resolution of the grievance by means of the mediation process.

5.3.4.1.2 If a satisfactory resolution of the grievance is achieved by means of this mediation process, both parties to the grievance shall sign a written statement of the resolution to that effect, and thus waive the right of either party to further appeal the grievance.

5.3.4.2 The mediator shall not have the authority to impose a settlement upon the parties.

5.3.5 Level IV (BINDING ARBITRATION): If the grievant is not satisfied with the outcome at Level III, the grievant may, within ten (10) days of the outcome of the mediation, submit a request in writing to the CSEA chapter executive board and assigned staff representative for arbitration of the dispute. CSEA shall determine whether to arbitrate the dispute in accordance with its policies and procedures. If CSEA agrees to arbitrate the dispute, CSEA shall file the appeal for arbitration to the Vice President of Human Resources no later than one hundred and twenty (120) days from the outcome of the mediation, which may be extended by mutual agreement. Within five (5) days of receipt of the appeal, Calbright and CSEA shall request that the California State Mediation and Conciliation Service (SMCS) or the American Arbitration Association (AAA) supply a list of five (5) names of persons experienced in handling grievances in higher education. Each party shall alternately strike a name until only one name remains. The order of the striking shall be determined by lot. The remaining person on the list shall be the arbitrator.

5.3.5.1 The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue submitted. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issue to be arbitrated by referring to the written grievance.

- 5.3.5.2 Calbright and CSEA agree that the jurisdiction and authority of the arbitrator and the decision rendered by the arbitrator will be confined exclusively to the interpretation of the express provision or provisions of this Agreement that are at issue. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this agreement or impose any limitations or obligations not specifically provided for under the terms of this agreement.
- 5.3.5.3 A hearing shall take place at which both parties shall have an opportunity to present their case orally, and separately, to the arbitrator. The parties shall mutually agree on oral closing arguments or written briefs before the hearing. The arbitrator shall submit in writing to both parties their findings and decision, which shall be binding on the parties. Alternative procedures for hearings are negotiable between the parties.
- 5.3.5.3.1 The fees and expenses of the arbitrator shall be shared equally by the College and CSEA. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other. The cost of transcription services shall be shared equally by the College and CSEA for grievances that do not relate to discipline. The College shall bear the costs of transcription services or other methods of recording disciplinary proceedings.
- 5.3.6 Both CSEA and the College share a mutual interest in the tenets of just cause in interactions with all unit members (APPENDIX B). Further information is provided in Article IV Discipline and Due Process.
- 5.3.6.1 A hearing shall take place at which both parties shall have an opportunity to present their case orally, and separately, to the arbitrator. The parties shall mutually agree on oral closing arguments or written briefs before the hearing. The arbitrator shall submit in writing to both parties their findings and decision, which shall be binding on the parties. Alternative procedures for hearings are negotiable between the parties.
- 5.3.6.1.1 The fees and expenses of the arbitrator shall be shared equally by the College and CSEA. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other. The cost of transcription services shall be shared equally by the College and CSEA for grievances that do not relate to discipline. The College shall bear the costs of transcription services or other methods of recording disciplinary proceeding.

ARTICLE VI

LEAVES

6.1 General Provisions

6.2 Authorized Leaves: Leaves under this Article or those mandated by law are authorized absences.

6.3 Calculation of Sick Leave:

6.3.1 Accrued sick leave shall be deducted for regular assignments that a unit member misses due to illness. The minimum deductible sick leave is one hour with additional deductions rounded up to the nearest $\frac{1}{4}$ hour.

6.3.2 Entitlements While on Leave: Unless otherwise provided in this Article, a unit member on Paid Leave shall be entitled to:

6.3.2.1 Return to the same position, or as nearly the same position as possible, which he or she held immediately before the commencement of the leave.

6.3.2.2 Receive credit for annual salary increments provided during his or her Paid Leave.

6.3.2.3 Receive retirement benefits to the extent permitted by law and CalPERS regulations

6.3.2.4 Receive full insurance benefits during a Paid period of leave and/or unpaid leaves where required by law.

6.3.2.5 Receive any other benefits to the extent not otherwise prohibited by law.

6.4 Sick Leave (Absence for Illness, Injury, or Quarantine):

6.4.1 Provision: Sick leave shall be provided to unit members in accordance with the provisions of the Education Code and with such additions as are provided for within this section. For the purposes of this article, academic year shall be defined as July 1 to June 30 of each year.

6.4.2 Unused Sick Leave: Unused sick leave shall accrue from academic year to academic year. Transfer of accumulated sick leave shall be in accordance with the provision of [Education Code Section 88202](#).

6.4.2.1 The balance of unused basic and excess sick leave shall be reported in accordance with CalPERS rules and regulations.

6.4.2.2 Rate of Accrual: A bargaining unit member shall be granted one day of sick leave per calendar month, not to exceed twelve (12) days per fiscal year.

6.4.2.3 At the beginning of each academic year, every unit member shall receive a sick leave allotment credit equal to his/her entitlement for the academic year. A unit member may use this credited sick leave during any scheduled duty day during the scheduled work year from July 1 through June 30.

6.4.3 Use of Accumulated Sick Leave: Unit members may use all accumulated sick leave for qualifying absences on any scheduled workday during any academic year.

6.4.3.1 Qualifying Reasons: Personal or immediate family illness or injury, an illness that precludes normal work performance or threatens coworkers' health and during non-work hours. Immediate family shall follow the current definition as prescribed by law. However, in recognition that many families are not composed in a manner historically recognized by law, employees shall be able to use accumulated sick leave in the event of the illness of an equivalently close relation subject to reasonable verification by the College. This shall not be construed as limiting exempt employees' flexibility in collaboration with their supervisor.

6.4.3.2 Essential treatments, examinations for diagnostic purposes, and other absences specifically related to a unit member's health shall be allowed as sick leave when such treatment or examinations need to be made during scheduled work time. This shall not be construed as limiting exempt employees' flexibility in collaboration with their supervisor.

6.5 Absence Covered by Accumulated Sick Leave:

6.5.1 Unit members absent due to quarantine imposed by health authorities shall have no salary deduction if such absence is covered by accumulated sick leave or other provisions required by law.

6.5.2 Unit members who are required to take CFRA/FMLA leave to care for an immediate family member may use their available sick leave balance to do so. Extended sick leave may not be used for this purpose.

6.5.3 Personal Necessity. Unit members may use up to seven (7) days of accrued sick leave per academic year for the purpose of personal necessity. Personal necessity leave must be requested in advance and requires approval of the unit member's immediate supervisor. Personal necessity leave shall not be granted to a unit member during a leave of absence. Should a circumstance of significant or catastrophic need arise, the unit member can request consideration for approval of additional days or rescheduling on non-work days. These requests shall be made to the Vice President of Human Resources or designee and will be considered on a case-by-case basis.

6.5.3.1 Deduction - Allowed days shall be deducted from and may not exceed the number of accrued days the unit member has earned in the current contract year.

6.6 Family and Medical Leave Act (FMLA) Unit members are entitled to receive FMLA/CFRA leave consistent with state and federal law. Such leave shall be subject to advanced notice to the

extent practical and verification of FMLA/CFRA eligibility. FMLA/CFRA leave shall run concurrently and is unpaid. Unit members may elect to use other paid leaves (e.g., sick leave or extended sick leave) concurrent with FMLA/CFRA if applicable. If the unit member seeks to use CFRA leave to care for a “designated person,” the unit member shall identify that person to Calbright at the time such leave is being requested. No more than one person shall be identified as a “designated person” in any 12-month period.

6.6.1 Extended Sick Leave: When accrued sick leave has been exhausted, the unit member shall be compensated at 50 percent of their regular salary for not less than one hundred (100) working days exclusive of any other paid leave, holidays, vacation, or compensation time to which the employee may be entitled. Calculation/use period shall be July 1 through June 30 of each year. In order to reach one hundred (100) percent of salary, a unit member may cash out an equivalent amount of accrued vacation leave and/or compensatory time, so that when the cash-out value is combined with their extended sick leave, they receive 100% of their regular salary. This option shall be solely at the employee’s discretion.

6.6.2 Verification of Absence: A signed statement from the unit member stating illness as a reason for absence shall normally be satisfactory proof of absence; however, for absences beyond three (3) consecutive workdays, a statement by a licensed practitioner may be required. Calbright shall make efforts to provide reasonable time for the employee to secure such a statement.

6.6.3 Notification of Absence: A unit member shall contact their supervisor whenever there is a need to be absent and advanced notice of at least sixty (60) minutes shall be provided prior to missing any work assignment. Should circumstances prohibit this notification, the unit member shall notify the appropriate supervisor in writing as soon as possible, but no later than two (2) days after returning to work, and shall include in such notice the reasons why the advance notification was not given.

6.6.4 Verification of Ability to Return to Work: A unit member who has been absent due to illness, injury, or quarantine for more than three (3) consecutive workdays may be required to submit to the Vice President of Human Resources or designee, a signed statement from their licensed healthcare practitioner stating that they are able to resume their College responsibilities with or without reasonable accommodations. Calbright shall make reasonable efforts to inform supervisors of their responsibilities under the Americans with Disabilities Act and the Fair Employment and Housing Act.

6.7 Industrial Accident and Illness Leave

6.7.1 Provision: Pursuant to the provisions of [Education Code Section 88192](#), a unit member shall be provided a leave of absence for industrial accident or illness under the following conditions:

6.7.1.1 Cause and Acceptance: The accident or illness must have arisen out of, and in the course of, his/her employment, and must be accepted by Calbright’s industrial insurance managing agent as an insurable bona fide injury or illness.

6.7.1.2 Number of Days: Allowable leave for each industrial accident or illness shall be for the number of days of temporary disability, up to sixty (60) days, during which the College is in session, or when the member would otherwise have been performing work of the College in any one fiscal year.

- 6.7.1.3 **Non-Cumulative:** Allowable leave shall not be accumulated from year to year.
- 6.7.1.4 **Commencement of Leave:** The leave under this Agreement shall commence on the first day of Absence.
- 6.7.1.5 **Compensation:** When a member is absent from their duties due to an industrial accident or illness, they shall be paid such portion of the salary due him/her for any month in which absence occurs, as when added to their temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment to them of not more than their full Salary.
- 6.7.1.6 **Reduction in Leave:** Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
- 6.7.1.7 **Fiscal Year Overlap:** When an industrial accident or illness leave overlaps into the next fiscal year, the member shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
- 6.7.1.8 **Coordination of Benefits:** During any paid leave of absence under section 6.7, the unit member shall endorse to Calbright the wage-loss benefit checks received under the workers' compensation laws of this state received due to his/her industrial accident or illness. Calbright shall issue the member appropriate salary warrants for payment of the member's salary and shall deduct normal retirement and other authorized contributions.
- 6.7.1.9 **Location of Claimant:** Any member receiving benefits as a result of this Agreement shall, during the period of injury or illness, remain within the State of California unless the governing board or its representative authorizes travel outside the State.
- 6.7.1.10 **Termination of Leave:** Upon termination of the industrial accident or illness leave, the member shall be entitled to the benefits provided for sick leave in the Education Code, and this Article and his/her absence for such purpose shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the member continues to receive temporary disability indemnity, they may elect to take as much of his/her accumulated sick leave which when added to his temporary disability indemnity will result in payment to them of not more than their full salary.
- 6.7.1.11 **Accident Report:** Any unit member who sustains an injury while working on-site for the College is required to file an accident report within twenty-four (24) hours, or as soon as possible, with the Vice President of Human Resources or designee, and, if necessary, to fill out appropriate forms for Compensation.
- 6.7.1.12 **Return to Work:** The unit member's request for return to duty following industrial accident leave must be accompanied by a licensed practitioner's release certifying the unit member's capability of resuming all essential job functions of the designated assignment with or without a reasonable accommodation.

6.8 Leaves Associated with Birth/Adoption of a Child:

- 6.8.1 **Caring for Newborn Child:** Within the first year of the birth or adoption of a child, unit members may use up to thirty (30) days of accrued sick leave, less any days used for personal necessity. ([See Educ.Code section 88193](#)). Unit members shall provide advance notice whenever possible prior to requesting this leave. This shall not limit an employee who has leave rights elsewhere in Section 6.8 and shall run concurrently with leaves provided under the California Family Rights Act/Family and Medical Leave Act.
- 6.8.2 **Paid Parental Leave:** Bargaining unit members who have worked at the College for at least twelve (12) months shall be entitled to a maximum of twelve (12) work weeks of parental leave and may use their accrued sick leave for purposes of parental leave without loss of salary. When an employee has exhausted all available sick leave and continues to be absent from their duties on account of parental leave, the employee shall be compensated no less than fifty (50) percent of the employee's regular salary for the remaining portion of the twelve (12) work week period on parental leave. This leave shall run concurrently with leave provided under the California Family Rights Act (Educ. Code § 88196.1). An employee shall not be provided more than one 12-workweek period for parental leave during any twelve (12) month period. Use of parental leave shall be subject to notice and verification.
- 6.8.2.1 **Definition:** Parental leave shall refer to leave for the purpose of a parent preparing for the arrival of or care for a new child. Parental leave shall not constitute a break in service.
- 6.8.2.2 **Pregnancy/Childbirth Leave:** Absences because of childbirth/pregnancy shall, upon request, qualify as a temporary disability, and the unit member shall be entitled to leave consistent with state and federal law. Such leave shall be subject to verification and approval by the unit member's physician. Leave requested under this provision shall be subject to the following Provisions:
- 6.8.2.2.1 **Request:** The request for childbirth/pregnancy leave shall be presented to the appropriate Vice President of Human Resources or designee. The period of leave, including the date upon which the leave shall begin, shall be determined by the unit member and their licensed practitioner.
- 6.8.2.2.2 **Medical Statement:** A statement from the unit member's practitioner as to the beginning date of the leave and anticipated return to service shall be filed with the college at least thirty (30) days prior to the anticipated start date of the unpaid leave, if possible.
- 6.9 **Rights:** Because of a unit member's pregnancy, the Board shall not:
- 6.9.1 Refuse to select them for, or include them in, a training program leading to reassignment or promotion.
- 6.9.2 Discharge them from employment.
- 6.9.3 Discriminate against them in matters of compensation or conditions of employment as defined in Section 3543.2 of the State Government Code

6.10 Bereavement Leave:

- 6.10.1 **Provision:** Unit members are eligible for five (5) days of paid Bereavement Leave In the event of the death of an immediate family member. Immediate family is defined as the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or any relative living in the immediate household of the employee. In recognition that many families are not composed in a manner historically recognized by law, employees shall receive bereavement leave in the event of the death of an equivalently close relation subject to reasonable verification by Calbright.

Additional days may be granted for unique circumstances. Additional time must be directly adjacent to the original 5 days and must be for a unique circumstance.

Employees who must travel more than 12 hours to their destination, who are the deceased's main representative, or who have specific cultural or religious traditions that extend beyond five (5) days, may request up to three (3) additional days of paid bereavement leave that may be utilized from sick or vacation leave balances. If there isn't sufficient leave to cover the extended leave, the college will work directly with the impacted employee to allow maximum flexibility in scheduling, leave without pay, projected leaves, etc.

Requests for extended bereavement leave shall be submitted to the immediate supervisor and the Vice President of Human Resources or designee, along with an explanation of the circumstances necessitating the additional time

Should there be disagreement about the denial of extended bereavement leave, the CSEA President or designee and the Vice president of Human Resources or designee shall meet to discuss the rationale related to the denial. Human Resources may also approve Bereavement Leave in the event of the death of others outside of the immediate family who hold equivalently close relations to those listed in 6.10.1. If denied, the employee shall be notified by HR as to the reason for the decision.

Human Resources may also approve additional unpaid time off for bereavement.

Bargaining unit members may also use other appropriate leave entitlements upon the expiration of bereavement leave with appropriate approvals. Unit members must notify their supervisor as soon as the leave dates are known and must log the time off on their timesheets.

- 6.10.2 **Judicial Leave:** Subject to applicable law and contractual obligations, unit members who are summoned for and serve approved jury duty will be paid their normal salary or their normal rate of pay for up to eight (8) hours per day during their jury service. Unit members must notify their supervisor as soon as possible after receiving a jury duty summons. Jury Duty Leave is granted by Calbright College with the expectation that employees will return to their jobs if excused from jury duty during regular working hours.

- 6.10.3 **Provision:** A unit member may be absent from duty, without loss of salary, to appear as a witness in a court (other than as a litigant), to serve on a jury, or to respond to an official order from another governmental authority for reasons not brought about through the connivance or misconduct of the unit member.

- 6.10.4 **Verification:** A copy of any official order to appear must be submitted to verify the absence. In the case of jury duty, an official court form signed by the court clerk verifying the days and hours of duty rendered must be submitted.

6.10.5 **Fees Payable:** Where a participation fee is payable to the member, other than mileage reimbursement, the amount of such fee shall be signed over to Calbright. The member shall receive his/her regular salary due for the period of absence.

6.11 **Legislative Leave/Elected Officer Leave:**

6.11.1 **Provision:** A unit member who is elected to the State Legislature or Congress or of any state organization, shall be entitled, upon request, to a full or partial unpaid leave of absence for the length of the term or terms of office as allowed by law. During the term of the leave of absence, the employee may be employed by the district to perform less than full-time service, for compensation and upon terms and conditions, as may be mutually agreed upon.

6.11.2 **Return to Duty:** The unit member shall notify Calbright of their intended return at least four (4) weeks prior to the intended return to work.

6.12 **Personal Leave (Unpaid):** An unpaid leave may, at the discretion of Calbright, be granted to a permanent employee for a period not to exceed fifty-two (52) consecutive calendar weeks for a specific personal reason satisfactory to Calbright, and not disruptive to operations, including but not limited to the following:

6.12.1 To be with a member of the immediate family who is ill

6.12.2 To accept an exceptional professional opportunity that will result in the employee rendering more effective service on return to Calbright

6.12.3 To rest, subject to the approval by Calbright

6.12.4 To remain with spouse if a change of residence is required

6.12.5 To pursue a program of study in residence in an approved institution of higher learning or under a fellowship foundation approved by the State Board of Education

6.12.6 To serve in an elective position in the city, county, state, or federal government, other than the State Legislature

6.12.7 To care for a newly born or adopted child

6.12.8 Applications must be filed with the Vice President of Human Resources or their designee and are subject to cancellation in the event of layoff.

6.13 **Temporary Reduction to Part-Time:** An employee may, at the discretion of Calbright, be granted a schedule adjustment to reduced hours, for not to exceed fifty-two (52) consecutive calendar weeks for a specific personal reason satisfactory to Calbright, including but not limited to the following:

6.13.1 Any reasons outlined in 6.13; This temporary reduction shall be by mutual agreement and shall not permanently change the hours of the position. Unit member's salary and benefits shall be adjusted in proportion to their schedule, subject to applicable laws. The employee may terminate this arrangement at any time with twenty (20) working days' written notice.

6.14 Leave for Natural Disasters or Unsafe Conditions

- 6.14.1 In the event of a natural disaster, or unsafe conditions caused by a natural disaster or severe weather that materially affects an employee's ability to work from home, the employee shall be granted flexibility in scheduling, alternative work hours, and use of leaves. This shall include any additional leave time granted through state or national action.**
- 6.14.2 The employee shall notify their supervisor as soon as possible about their need to use such leave.**
- 6.14.3 If the disaster or severe weather condition persists beyond three (3) days, the supervisor and the employee shall discuss and agree on alternative work arrangements or consider additional leave options. If the supervisor and the employee cannot mutually agree to alternative work arrangements or leave options, CSEA and the Vice President of Human Resources or Designee shall meet and negotiate to resolve the issue.**
- 6.14.4 Understanding the unique nature and impact of natural disasters or other declared crisis events, should a natural disaster, health pandemic, or other state or nationally declared disaster occur, the association and Calbright College shall meet to determine whether additional paid leave may be made available based on the unique needs of employees impacted by the situation.**
- 6.14.4.1 Should additional leave be granted the Association and the College agree to enter into a Memorandum of understanding or side agreement in order to memorialize the change.

ARTICLE VII

VACATION AND HOLIDAYS

7.1 Vacation

- 7.1.1 Classified Bargaining Unit members shall accrue vacation on an as earned basis. Vacation accrues at the rate of fourteen (14) hours per month for a full-time employee.
 - 7.1.1.1 For part-time employees, vacation time shall be prorated based on the hours worked each month.
 - 7.1.1.2 For part-time employees, vacation hours shall accrue at .0808 x hours worked each pay period.
- 7.1.2 Vacations shall be scheduled in advance and approved by the Supervisor. Should a vacation request be denied, the supervisor shall state the reason for any vacation request denial.
- 7.1.3 Calbright departmental seniority shall be considered when multiple requests for the same vacation day(s) are submitted within a department for the same day.
- 7.1.4 If a paid holiday occurs during scheduled vacation, the Classified Bargaining Unit Member's accrued vacation leave shall not be docked for that day.
- 7.1.5 Vacation leave for members of the classified service shall not accumulate beyond the equivalent of paid leave earned in twenty-four (24) months. Employees shall be permitted to take vacation in a timely manner to avoid accumulation of excess vacation.

7.2 Holidays

- 7.2.1 **Classified Bargaining Unit members shall be entitled to the the following paid holidays, providing that they are in paid status during any portion of the working day immediately preceding or following the holidays:**
 - 7.2.1.1 Independence Day
 - 7.2.1.2 Labor Day
 - 7.2.1.3 Veterans Day
 - 7.2.1.4 Thanksgiving Day
 - 7.2.1.5 Day After Thanksgiving
 - 7.2.1.6 Day Before Christmas
 - 7.2.1.7 Christmas (Observance)
 - 7.2.1.8 New Years Day
 - 7.2.1.9 Dr. Martin Luther King Jr Day
 - 7.2.1.10 Lincoln's Birthday
 - 7.2.1.11 Washington's Birthday
 - 7.2.1.12 Cesar Chavez Day
 - 7.2.1.13 Memorial Day
 - 7.2.1.14 Juneteenth

7.2.2 Generally, if any of these dates fall on a Saturday or Sunday, the holiday is observed on the preceding Friday or Monday, respectively. However, Education Code section 79020 provides specific allowances for observance flexibility for Veterans Day and Lincoln's Birthday, depending on the day of the week on which these holidays fall.

7.2.3 Flexibly scheduled employees working less than 20 hours per week shall not work the working day immediately preceding or following a paid holiday, and thus shall not be entitled to holiday pay pursuant to California Education Code Section 88203(a)(1).

7.2.3.1 A flexibly scheduled employee is an employee who sets their own work hours within limits set by Calbright.

7.2.4 Regularly scheduled employees working less than 20 hours per week who are scheduled to work the working day immediately preceding or following a paid holiday shall be paid holiday pay on a prorated basis based on the work day that falls on the holiday, pursuant to California Education Code Section 88203(a)(1). Employees scheduled for 20+ hours per week are entitled to paid holidays prorated in hours based on the average number of hours worked per day in a pay period.

7.2.4.1 Generally, if any of these dates fall on a Saturday or Sunday, the holiday is observed on the preceding Friday or Monday, respectively. However, Education Code section 79020 provides specific allowances for observance flexibility for Veterans Day and Lincoln's Birthday, depending on the day of the week on which these holidays fall.

7.3 Prorated Accrual: Holidays and vacations accrue on an appropriately prorated basis for part-time bargaining unit members.

ARTICLE VIII

EVALUATION & PROBATION

8.1 All unit members shall be evaluated by the unit member's immediate supervisor(s) by the following schedule:

8.1.1 Bargaining unit members shall serve a probationary period of six (6) months or one hundred thirty (130) days of paid service, whichever is longer.

8.1.1.1 Probationary unit members shall be evaluated at the beginning of the second (2nd) and fourth (4th) month. Feedback shall be provided to the unit member concerning both strong and weak points, if any, of their performance. Intervention methods shall be taken between month 2 and month 4 of evaluation to ensure unit members are meeting requirements or receiving support to reach goals. After attaining permanency, evaluations shall comply with section 8.1.2 regardless of the permanency date.

8.1.1.2 The probationary period for part-time employees shall follow the same probationary period as other bargaining unit members, as defined by Article VIII Section 8.1.1 of the CBA.

8.1.2 Permanent unit members shall be evaluated at least annually.

a. The annual evaluation period shall be July 1 through June 30 of the previous year.

b. Annual evaluations for the previous year are to be completed between July 1 and September 30 of each year.

c. Annual evaluations for the previous year are due to Human Resources no later than September 30 of each year.

8.1.3 When a bargaining unit member is promoted into a higher classification, they shall be evaluated at the beginning of the second (2nd) and fourth (4th) month of service in the higher classification. After attaining permanency in the higher classification, evaluations shall comply with section 8.1.2 regardless of the permanency date. If a permanent employee accepts a promotion or other position, but does not successfully complete the probationary period for the new position, the employee shall have the right to return to the role held prior to the new position.

8.1.4 All evaluations shall include a bargaining unit member self-evaluation component in line with Calbright's adopted evaluation procedure.

8.2 Bargaining unit members shall be evaluated on ten performance competencies as key indicators of employee effectiveness:

- Adaptability
- Communication
- Planning and Organizing
- Problem-Solving
- Service Orientation
- Results Orientation
- Teamwork
- Integrity
- Learning Agility

- Role Expertise

- 8.3 Supervisors shall provide one of the following scores in each competency alongside written comments supporting the score:
- 5 – Outstanding performance, sets new expectations
 - 4 – Consistently exceeds expectations
 - 3 – Meets expectations
 - 2 – Average performance, usually meets expectations
 - 1 – Below average performance
- 8.4 A joint labor-management committee composed of equal representatives from Calbright and CSEA shall meet after the ratification of this agreement to discuss options for adding Commitment to Diversity, Equity, and Inclusion, or similar language, to the classified evaluation process. The committee shall, unless otherwise mutually agreed, report their findings no more than one (1) year after the ratification of this agreement.
- 8.5 Supervisors' scores and comments shall be evidence-based. In addition, supervisors shall provide tangible examples and actionable feedback in their comments. It is the shared expectation of the parties that supervisors provide routine feedback to employees throughout the evaluation period. Scores below "3 - Meets expectations" shall be supported by documented counseling and discussions between the supervisor and employee during the rating period.
- 8.6 Bargaining unit members shall be provided access or a copy of their completed evaluation. Upon completion of the evaluation, supervisors shall arrange a meeting with an evaluated employee that provides enough time to discuss the evaluation. At this meeting, an employee may request or a supervisor may provide additional follow-up, support, and professional development to improve their score in a competency or overall.
- 8.7 Bargaining unit members shall have the right to review and respond in writing to any evaluation prepared under this article before its inclusion in the bargaining unit member's personnel file. Bargaining unit members' written responses shall be attached to the evaluation before its inclusion in their personnel file.
- 8.8 Calbright's evaluation entry system or form shall include space for bargaining unit members to provide constructive feedback to their supervisor(s) with a focus on specific examples and actionable feedback.
- 8.9 If a bargaining unit member is required to sign an evaluation, their signature shall not constitute agreement with the evaluation's contents.
- 8.10 If a supervisor fails to evaluate an employee in a given year, that year's performance shall be considered "3 - Meets expectations" in every category.
- 8.11 Calbright and CSEA acknowledge the importance of performance reviews for our classified employees. They provide critical feedback on strengths and areas for improvement. They provide valuable goal setting and long-term development, as well as provide recognition to help increase employee morale. To this end, the parties agree to create a Performance Review Committee to explore and make recommendations for creating a new evaluation model which may include a 360 review method for evaluation/performance and may replace all or part of this article.

ARTICLE IX

SALARY PLACEMENT AND SALARY SCHEDULES

9.1 Minimum and Maximum Salary

9.1.1 The assignment of a position to a salary range determines the minimum and maximum salary for incumbents filling the position.

9.1.2 Each pay range is structured to provide a minimum and a maximum salary.

9.1.3 An employee's progression within a pay range shall occur on a step basis in which each step represents a year of service.

9.1.3.1 Step advancements will occur on an employee's anniversary date.

9.1.3.2 A new anniversary date shall become effective upon promotion or reclassification to a higher job classification.

9.2 Official classification titles and ranges

9.2.1 Official classifications and ranges as listed in the salary schedule shall be used on all personnel documents and payroll records and in preparing the operating budget.

9.3 Placement on the salary schedule for new hires

9.3.1 New Employees

9.3.1.1 A new employee may be placed at a pay rate up to step 3 on the salary range to which the position has been allocated. If an employee is placed above step 1, CSEA shall be notified.

9.3.2 Exceptions

9.3.2.1 Exceptions may be made to allow an initial appointment above established starting rates as indicated below:

9.3.2.1.1 Based on an applicant's special qualifications or extenuating circumstances, the budgetary manager or direct supervisor may recommend a higher pay rate within an applicable pay range. If this is the case, a complete justification should be submitted in writing to the Office of Human Resources. In such cases, no commitment may be made to a prospective employee until written authorization is received from the Office of Human Resources in collaboration with the bargaining unit and approved by the President/CEO or designee. If an employee is placed above step 3, CSEA shall be notified and provided the justification for the step placement.

9.3.2.2 If a reasonable effort has failed, or a selected/qualified applicant is not willing to accept a rate of pay within the first three (3) steps on a salary schedule:

9.3.2.2.1 The Office of Human Resources may determine that a rate higher than the mid-point of the classification should be assigned to a new employee.

9.3.2.2.2 The range for this placement override must still be within the assigned range and approved by the bargaining unit and approved by the President/CEO or designee.

9.3.2.2.3 If an employee is placed above step 3, CSEA shall be notified and provided the justification for the step placement.

9.4 Interim Assignments

9.4.1 For certain classes of work for which there is a recommendation of the supervisor and the Vice President for Human Resources, an employee may be placed in an interim position.

9.4.2 Appointment to an "Interim" position may be at a starting salary below or above the range established for the position. The salary range will be determined by the Vice President for Human Resources in consultation with CSEA and approved by the President/CEO or designee.

9.5 Pay Increases

9.5.1 An employee may receive a pay increase through a salary increase, a reclassification, or a promotion.

9.5.2 Salary Increase

9.5.2.1 A salary increase is an advancement in salary within the same range.

9.5.2.2 Salary increase shall usually occur on a bargaining unit member's anniversary date.

9.5.3 Reclassification

9.5.3.1 Reclassification shall occur as determined in Article X of this agreement.

9.5.3.2 When a promotion or reassignment is determined through the reclassification of an employee's present position to a classification with a higher pay range, that employee is eligible for a promotional salary increase to begin on the effective date of the reclassification. The salary will be brought at least to the minimum rate for the new position.

9.5.4 Promotions

9.5.4.1 An employee shall be promoted when:

9.5.4.1.1 The employee is transferred to a position in a

9.5.4.1.2 classification with a higher pay range;
The employee's position is reclassified to a higher pay range classification through a prescribed reclassification process.

9.5.4.1.3 The employee's position classification is assigned to a higher pay range.

9.5.4.2 Promotions may occur within a department or between departments.

9.5.4.3 Pay Upon Promotion

9.5.4.3.1 When an employee is promoted to a classification with a higher pay range, a salary increase may be granted in an amount calculated in one of three ways.

9.5.4.3.1.1 Up to the minimum of the new classification providing that it provides an increase of at least equivalent to one step on the prior schedule; or,

9.5.4.3.1.2 In the nearest cell on the salary schedule that is up to 10 percent above the employee's current salary.

9.5.4.3.1.3 Up to Step 4 of the pay range assigned to the position to which . the employee was promoted. This option should be used only when The Department of Human Resources determines that an applicant from outside the college with similar qualifications to the promoted employee would have been hired at a rate at Step 3 or above for the classification.

9.5.4.4 All promotions and related salary increases are contingent upon the availability of funds and have the approval of the President/CEO or designee.

9.6 Y-Rate

9.6.1 A Y-Rate may be assigned if an employee is moved to a lower-paying position, and a salary reduction will occur. The purpose of a Y-Rate is to temporarily freeze an employee's pay rate until a prescribed date or until their salary fits within the prescribed salary schedule. Calbright shall not unilaterally Y-rate a bargaining unit member.

9.7 Pay for temporary employment

9.7.1 Pay for temporary employment in a position shall be equivalent to the pay rate for step 1 of a regular full-time employee in a similar position. Under extenuating circumstances, a temporary employee may be paid at a varying rate with the written approval of the Office of Human Resources. CSEA shall be notified whenever a temporary employee is hired at a rate greater than step 1.

ARTICLE X

RECLASSIFICATION & WORKING OUT OF CLASSIFICATION

- 10.1 Reclassification of a position may be initiated by the college, administrator, or the employee after the one year anniversary of the date of hire for each position held at Calbright. Reclassification will be considered when job tasks/functions/responsibilities have changed by a minimum of at least fifty (50) percent of core duties. Reclassification requests should not be submitted for workload concerns, rather they should be reflective of increasing responsibility and impact. If a unique situation occurs, the college and the association agree to meet and discuss a solution which may be memorialized with an MOU.
- 10.1.1 Reclassification of job titles with multiple employees may be submitted as a group and/or individually.
- 10.1.2 All proposed reclassification requests should be submitted to the Vice President of Human Resources or Designee.
- 10.1.2.1 Reclassification requests will be considered during the next Calbright/Chapter Management Meeting and no longer than one (1) month after the request has been submitted.
- 10.1.3 Should a position be reclassified, it will be through a Memorandum of Understanding and included in the Collective Bargaining Agreement during the next contract negotiation.
- 10.1.4 If a reclassification is denied, the requesting party will receive written notification including reasons for the denial.
- 10.1.5 If Calbright and CSEA cannot agree on the resolution of a reclassification request, the parties may submit an appeal to a reclassification committee comprised of the CSEA Chapter President, a CSEA appointee, the Vice President of Human Resources, the President or their designee, and one neutral representative from a public or nonprofit institution. During the appeal process, the employee may present information pertinent to the request. The decision of the reclassification committee shall be final. An employee may not make another reclassification request for at least one (1) year following the decision.
- 10.2 Classified employees shall not be required to perform duties that are not fixed and prescribed for the position by the governing board in accordance with Education Code Section 88009, unless the duties reasonably relate to those fixed for the position by the board, for any period of time that exceeds five working days within a fifteen (15) calendar-day period. An employee may be required to perform duties inconsistent with those assigned to the position by the governing board for a period of more than five (5) working days if their salary is adjusted upward for the entire period they are required to work out of classification by no less than five (5) percent.

- 10.2.1 All out-of-classification requests should be initiated by submitting a written request to the Vice President of Human Resources and copying the CSEA Chapter President and assigned staff member.
- 10.2.2 All current job descriptions for bargaining unit positions will be maintained and available for review on the Calbright Intranet and affixed the link to the site in the appendix of the Calbright & CSEA bargaining agreement. The CSEA Field Rep will also be given read only access to the folder containing Job Descriptions.

ARTICLE XI

DIVERSITY, EQUITY, INCLUSION, AND NONDISCRIMINATION

- 11.1 In line with Calbright's commitment to equity, Calbright shall provide a workplace free from discrimination, harassment, or retaliation on the basis of race, color, religion, marital status, national origin, ancestry, sex (including gender, pregnancy, childbirth, medical conditions related to pregnancy and childbirth, breastfeeding, and medical conditions related to breastfeeding), sexual orientation, gender identity, gender expression, physical or mental disability, medical condition (cancer-related or genetic characteristics), genetic information (including family medical history), HIV status, service in the uniformed services, age, citizenship, political affiliation, status as a primary caregiver, and participation in participatory governance and decision making.

This article shall not be interpreted as preventing an employee or CSEA from pursuing a claimed violation of this article through other statutory means without first filing a grievance or complaint.

- 11.2 Calbright and CSEA share a commitment to ensuring a diverse, equitable, and inclusive working and learning environment. To this end, the parties agree to collaborate on diversity, equity, and inclusion (DEI) initiatives. CSEA shall have equal representation to all other employee groups on any committees or teams tasked with DEI initiatives. Furthermore, should any DEI initiative implicate the wages, hours, and working conditions of CSEA bargaining unit members, Calbright shall notify CSEA and provide it with the opportunity to negotiate.
- 11.3 Calbright shall provide the following related to diversity, equity, and inclusion:
- 11.3.1 Unconscious bias training as currently covered by Equal Employment Opportunity (EEO) and the Hiring Process training (mandatory every two (2) years for any employee serving on a hiring committee)
 - 11.3.2 Continue monthly training sessions with a focus on DEI topics developed collaboratively with all employee groups (subject to their agreement where required). For example, Community In Practice.
 - 11.3.3 Asynchronous (self-paced) learning opportunities related to DEI. For example, training in Vision Resource Center (VRC) and shared materials in other public communication systems.
 - 11.3.4 An introduction to DEI principles collaboratively developed with all employee groups (subject to their agreement where required) for newly hired employees
 - 11.3.5 Establish an equal employment opportunity committee with representation from all employee groups (subject to their agreement where required) as required in Calbright's EEO plan.
 - 11.3.6 Shall allocate time, funds, and other resources for diversity, equity, and inclusion activities and professional development for all college staff, administration, and students.

ARTICLE XII

HOURS OF WORK

- 12.1 The regular full-time workweek for bargaining unit employees shall generally be five (5) days, forty (40) hours per week. It is understood that due to the nature of the work, certain employees may work outside of a standard business day or longer hours from time to time; however, they shall not be assigned such work in a manner that establishes a regular work week in excess of the foregoing parameters, except as set forth herein (e.g., such work shall be the exception and not the rule).
- 12.2 Exempt Employees: The following shall only apply to employees who are exempt from the overtime provision of the Fair Labor Standards Act and the California Education Code
- 12.2.1 It is generally acknowledged that exempt employees are expected to provide the services for which they are hired when needed, regardless of hours, and to complete assignments independently by the deadlines agreed to with management. Consistent with the professional status of these employees, exempt employees are accountable for their work product and meeting the objectives they are assigned rather than a set number of daily hours.
- 12.2.2 Recuperation Time: Exempt bargaining unit employees shall be entitled to Recuperation Time which is defined as unassigned time during the regular work day. Recuperation Time shall not be construed to create any additional statutory or accrued benefits to bargaining unit employees. Unit members are eligible for Recuperation Time when they are required to work unusually long hours, work more than five (5) consecutive days in a row, work on a Saturday or Sunday, travel for business on a Saturday or Sunday, or travel for work on a Calbright holiday. The unit member and supervisor are not precluded from exploring alternative options to providing flexibility in work schedules.
- 12.2.3 Calbright will give considerable weight to an Employee's request to utilize Recuperation Time close in proximity to the work performed by the employee, which precipitated the need for Recuperation Time. If the unit member and supervisor cannot agree on the scheduling and/or amount of recuperation time, the unit member may request a meeting with representatives from Human Resources and CSEA to discuss the issue. Such a meeting shall not be in substitute of the grievance and arbitration provisions found in Article 5 of this agreement if there is an unresolved or perceived contractual violation.
- 12.2.4 Notwithstanding the above, when an employee and manager know in advance that an employee is scheduled to work more than five (5) consecutive days, work on a Saturday or Sunday, travel for work on a Saturday or Sunday, or work or travel on a Calbright holiday the manager and employee shall agree on a day off for each consecutive work day over five (5), each Saturday or Sunday the employee is scheduled to work or travel, or work or travel on a Calbright holiday. Every effort shall be made to schedule these days within as soon as possible but not later than sixty (30 60) days after the worked days.
- 12.2.5 If the unit member and supervisor cannot agree on the approval, scheduling, and/or amount of Recuperation Time, the unit member may request a meeting with a representative from Human Resources and CSEA to discuss the issue. Such a meeting shall be held within ten (10) working days of the request. This meeting shall not substitute for the grievance and arbitration provisions found in

Article 5 of this agreement if there is an unresolved or perceived contractual violation.

12.2.6 Calbright and CSEA agree to review the Recuperation Time process annually to ensure its effectiveness and compliance with this Article.

12.3 Non-Exempt Employees: The following shall apply to employees who are not exempt from the overtime provisions of the Fair Labor Standards Act or the California Education Code.

12.3.1 Non-exempt employees shall be compensated at a rate of one and one-half (1.5) times their regular rate of pay for the number of hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, provided such overtime is directed and authorized in advance by management.

12.3.2 Non-exempt employees shall be compensated at a rate of two (2) times their regular rate of pay for the number of hours worked in excess of twelve (12) hours per day or for work required on a Calbright holiday, provided such overtime is directed and authorized in advance by management.

12.3.3 For those employees who have an average work day of four (4) hours or more, but less than eight (8) hours, compensation for any work required to be performed on the sixth or seventh day following the commencement of the work week shall be at the rate equal to one and one half (1.5) times the regular rate of pay of the employee designated and authorized in advance to perform the work.

12.3.4 For those employees who have an average work day of less than four (4) hours during the work week, compensation for any work required to be performed on the seventh day following the commencement of the work week shall be at the rate equal to one and one-half (1.5) times the regular rate of pay of the employee designated and authorized in advance to perform the work.

12.3.5 All approved overtime shall be submitted to payroll on a Calbright-approved form, which shall state the amount of overtime approved and whether such overtime is to be paid compensation or compensatory time. The form shall be signed by both the employee and the supervisor.

12.3.6 For overtime work, including travel, Calbright shall grant either paid compensation or, by advance written mutual agreement with the employee, compensatory time off at the same ratio as the overtime payment. In the event that compensatory time is given for overtime, the employee must take the compensatory time within twelve (12) months. The scheduling of compensatory time off is subject to the approval of the immediate supervisor. In the event that an employee is not able to take her/his compensatory time off within twelve (12) months, the employee will be paid for such time at the appropriate rate.

12.3.7 For the purposes of determining overtime compensation, time which the employee is excused from work because of holidays, sick leave, vacation, compensatory time off, or other paid leaves of absence, shall be considered as time worked by the employee.

12.3.8 Scheduled overtime shall be assigned on a rotating seniority basis among all qualified employees who are in the same classification and the same organizational unit and are appropriately qualified for the additional work. Unscheduled overtime, that is overtime that could not be reasonably anticipated by management (e.g., last-minute coverage or response to unusually high

demand) shall be assigned as equitably as possible among the qualified employees on duty. An employee may decline an overtime assignment without adverse consequences.

12.3.9 Shift Trading: Calbright shall permit the trading of shifts among non-exempt employees of the same classification so long as the trade does not result in overtime. The following requirements must be met in order for a shift trade to be proposed for administrative approval:

12.3.9.0 Mutual agreement between the employees trading their shifts, memorialized with an email between management and the employees.

12.3.9.1 The traded shifts must be of the same duration.

12.3.9.2 The shift trade must not result in overtime pay for any employee.

12.3.9.3 Shifts may only be traded among employees of the same job classification.

12.3.9.4 Notice must be provided to management on the appropriate form no less than five (5) days before the first affected shift.

12.3.9.5 The shift trade does not impact Calbright's services.

12.4 Flexibly Scheduled Employees

12.4.1 In cases where flexible hours are allowed, a Flexible Work Hour Agreement (Appendix E) must be created and approved by both the employee and the supervisor. Flexible Work Hour Agreements must be sent to Human Resources and CSEA leadership and must comply with FLSA and California state labor laws.

12.4.1.0 No employee shall be required to work more than six days in a seven (7) day period.

12.4.1.1 Notice must be provided to management on the appropriate form no less than five (5) days before the first affected shift.

12.4.1.2 The shift trade does not impact Calbright's services.

12.5 Alternative Work Schedules: Nothing herein shall prevent the establishment of alternative work schedules allowable under the California Education Code, the Fair Labor Standards Act, and the parties' collective bargaining agreement.

12.5.1 A bargaining unit member may request an alternative work schedule, using form found in Appendix E, in accordance with the Fair Labor Standards Act (FLSA) and Education Code 88040, to establish either:

12.5.1.0 4/10 (four-day, ten-hour per day workweek)

12.5.1.1 9/80 (eight nine-hour days and one eight-hour day over a two-week period)

12.5.1.2 Other mutually agreeable schedules that have been approved by Human Resources and meet the requirements of the FLSA and California Education Code.

- 12.5.2 All alternative work schedules are subject to supervisor approval. All supervisor-approved alternative work schedules must be submitted to the Vice President of Human Resources, and CSEA for compliance. Time off must be reported in hourly increments (e.g., 9/80 must report 9 hours for a full day off work). If a holiday falls on a day for which a full-time unit member is not scheduled to work as a result of the alternative schedule, Calbright shall provide a substitute holiday for such unit member, which shall normally be the working day before or after the holiday, but always within the same pay period, or provide compensation in the amount to which the unit member would have been entitled had the holiday fallen within the unit member's normal work schedule. If the unit member is on an alternative work schedule and a holiday falls within their scheduled work time, they may either change the holiday week's working hours to a five-day, eight-hour work schedule or utilize vacation time, recuperation time, or compensatory time to make up the difference between the eight hours holiday pay and their scheduled work hours. This request shall be submitted in advance of the holiday and shall not be unreasonably denied.
- 12.5.2.0 All requests for alternative work schedules shall be submitted using the alternative Work Schedule Request Form provided by Calbright. This form shall be made readily available on the staff intranet
- 12.5.2.1 Completed Alternative Work Schedule Request Forms, whether approved or denied, shall be forwarded to the Vice President of Human Resources or designee and CSEA within five (5) working days of the supervisor's decision. The Vice President of Human Resources or designee shall review all completed forms for compliance with this Article and may request additional information or clarification from supervisors as needed.
- 12.5.2.2 Bargaining unit members whose requests for alternative work schedules are denied may request a meeting with the Vice President of Human Resources, a CSEA Union Representative, and their immediate supervisor within ten (10) working days of receiving the denial. A meeting shall occur within fifteen (15) working days of receiving a request for review from the bargaining unit member. The Vice President of Human Resources, in collaboration with the CSEA chapter President or designee, shall consider the request and provide a written response within five (5) working days. Timelines may be extended in this section by mutual consent of CSEA and Calbright.
- 12.5.2.3 Calbright and CSEA agree to review the Alternative Work Schedule Request Form and process annually to ensure its effectiveness and compliance with this Article.
- 12.5.3 Overtime for alternative work schedules shall be earned only for work exceeding the assigned work day and work week of the alternative schedule (e.g., a work week of more than forty (40) hours or a 4/10 workday of more than ten (10) hours in a single work day).
- 12.5.4 Changes to a previously approved alternative work schedule shall not be made arbitrarily. A change to an approved alternative work schedule shall require at least ten (10) working days' notice before the change unless Calbright and the employee mutually agree. If an employee's request to change their alternative work schedule impacts Calbright operations more time may be required by Calbright before the change is effective.

ARTICLE XIII

SAFETY

- 13.1 Calbright shall provide safe and healthful working conditions to all bargaining unit employees.
- 13.2 Employees are encouraged to report unsafe or unhealthful working conditions to their direct supervisor. If such a report does not resolve the safety or health concern, an employee or CSEA may make a formal report to the Vice President of Human Resources, who shall respond as soon as practicable, but not later than ten (10) business days.
- 13.3 No employee shall face discrimination or retaliation for reporting a legitimate safety or health concern to their supervisor, the College, or CSEA.
- 13.4 CSEA shall be provided a copy of Calbright's Injury and Illness Prevention Plan (IIPP) by July 1 of each year and within 30 days of whenever the IIPP is updated. Calbright shall consult with CSEA on updates to the IIPP. If Calbright drafts any safety-related policy, procedure, or plan other than the IIPP, CSEA shall be provided a copy within 30 days.
- 13.5 Should a bargaining unit member have a serious illness or be within a high-risk category, they may request an interactive accommodations meeting with Human Resources prior to a scheduled in-person event.
 - 13.5.1 Bargaining unit members may self-certify that they or someone among their routine close contacts is vulnerable to infection or other illnesses and is at risk of severe disease outcomes.
 - 13.5.1.1 Unit members who are in a high-risk category or self-certified that someone among their routine close contacts is vulnerable to infection or other illnesses, may not be required to attend in-person meetings or events unless in-person meetings or events are an essential duty of their job description.
 - 13.5.1.2 If in-person meetings or events are an essential duty of their job description, Calbright shall use the reasonable accommodations process prescribed by applicable law and government regulations to make accommodations for the employee's safety. CSEA shall participate in identifying safety measures and accommodations.
- 13.6 Calbright shall announce and review individual employee responsibilities under Calbright's IIPP or any other pending health-related safety plans at an all-hands meeting as soon as practical once drafted or edited. The IIPP and any other health-related safety documentation shall also be emailed to all employees and posted on the appropriate platform as soon as possible.

ARTICLE XIV

WORK FROM HOME AND EXPENSE REIMBURSEMENTS

- 14.1 Calbright is a fully remote workplace. Bargaining unit members' place of work is their home of record. Job descriptions shall specify if regularly scheduled work away from home is required (e.g., Outreach Coordinator or any position responsible for checking Calbright's mailbox, attending Board meetings, supporting on-site office operations or meetings, etc.).
- 14.2 Calbright shall provide for the payment of the actual and necessary expenses, including travel expenses, of any employee incurred in the course of performing services for Calbright under the direction of an appropriate supervisor or manager. Expenses other than those specifically listed in this article should be approved by the appropriate supervisor. Supervisory approval shall not be unreasonably withheld.
- 14.3 Reimbursements shall be paid to bargaining unit members as soon as possible, but no later than thirty (30) days after the receipt and approval of the request by the appropriate supervisor or manager and, if necessary, any receipts. Where requests are recurring, such as phone and internet reimbursement, Calbright shall only require certification of the reimbursement method and, when necessary, proof of cost, annually.
- 14.4 Internet Stipend Calbright shall provide bargaining unit members' with a monthly internet Stipend of fifty dollars (\$50) per month. An employee can opt for an internet hotspot paid for by Calbright under the following circumstances:
- As an alternative to internet reimbursement.
 - If it is mutually agreed between the employee and their supervisor that their internet is inconsistent enough to justify a hotspot backup, the hotspot shall not displace the employee's internet reimbursement in this case.
 - Temporarily when the employee travels for Calbright business, the hotspot shall not displace the employee's internet reimbursement in this case.
 - When the employee's job requires travel away from home, the hotspot shall not displace the employee's internet reimbursement in this case.
- 14.5 **Phone Stipend:** All bargaining unit members shall receive a monthly cell phone stipend of fifty dollars (\$50) per month.
- 14.6 **Office Supplies:** Bargaining unit members shall receive supplies necessary for their work assignment at no cost, with supervisor approval, not to be unreasonably withheld. Such supplies must be requested in advance and receive supervisor approval prior to purchase.
- 14.7 **Standard Equipment:** Upon initial employment, all bargaining unit members shall receive, at a minimum, the following standard equipment:
- Laptop Computer
 - Mouse
 - Mouse Pad
 - Keyboard

Upon initial employment, all bargaining unit members may request and receive the following Equipment:

- Computer Monitor
- USB C Mini Hub
- Wired Webcam if necessary (Based on Laptop issued)
- Ergonomic Aides (Available through the interactive process of accommodation requests for medical purposes, or may be requested through IT based on preference and based on availability at no additional cost)
- Ergonomic Versions of Standard Equipment (Available through the interactive process of accommodation requests for medical purposes, or may be requested through IT based on preference and based on availability at no additional cost)
- Printer (only for job classifications that routinely need to print as determined by their supervisor)
- Headset

14.8 This article establishes standard equipment that shall be provided automatically or upon request. This article shall not be construed as limiting what additional equipment a bargaining unit member may request and receive with supervisor approval.

14.9 Routine Replacement, Breakdown, Wear & Tear, and Changes in Location: Calbright shall provide routine replacements of equipment determined by the appropriate department. Calbright shall replace or repair equipment that breaks down or ceases to function. Employees may request equipment not previously requested or provided whenever their needs reasonably change, such as relocation. Employees shall use reasonable care and diligence in maintaining their Calbright-issued equipment.

14.10 Equipment as Part of a Reasonable Accommodation: Nothing in this article shall be construed as limiting Calbright from providing a bargaining unit member (through direct purchase or reimbursement) specialized or additional equipment or supplies necessary to perform their duties or to accommodate their disability.

ARTICLE XV

LAYOFF AND REEMPLOYMENT

15.1 Definitions

- 15.1.1 "Layoff" is an involuntary separation from Calbright service due to lack of work or funds. A layoff also includes any involuntary reduction in hours of employment or assignment to a class or grade lower than that in which the unit member has permanence and therefore alters the terms of employment.
- 15.1.2 "Seniority" is defined as length of service based on date of hire in a unit member's current classification plus higher-paid classifications. If two (2) or more unit members subject to layoff have equal seniority, the determination as to who shall be laid off will be made based on the greater bargaining unit seniority or, if that be equal, the greater Calbright seniority as determined by hire date, and if that be equal, then the determination shall be made by lot.

15.2 Order of Layoff

- 15.2.1 Whenever a unit member is laid off, the order of layoff within the classification shall be determined by reverse seniority order. The unit member who has been employed the shortest time in the classification where layoffs are required, plus higher-paid classifications, shall be laid off first.
- 15.2.2 A unit member laid off from their present classification may, in order to avoid layoff, bump into an equal or the next lowest classification in which the unit member has served based on the unit member's seniority. In order to bump another unit member in an equal or lower classification, the unit member must have greater seniority than the person to be bumped. The employee with the least seniority in the classification into which an employee is bumping shall be displaced first.

15.3 Notice

- 15.3.1 A unit member subject to layoff shall be provided written notice no later than March 15th except when bargaining unit positions must be eliminated as a result of the expiration of a specially funded program, in which case written notice shall be provided to the unit member not less than sixty (60) days prior to the effective date of their layoff.
- 15.3.2 The parties recognize that by law, Calbrights owes CSEA notice and opportunity to bargain a layoff's impacts and effects before the decision is finalized. In recognition of this obligation, Calbright shall notify CSEA as early as possible of potential layoffs but in no case shall provide notice to CSEA no later than twenty (20) working days before the layoffs are to be considered by the Board of Trustees.

15.4 Rights of Employees Upon Layoff

- 15.4.1 Unit members who are laid off are eligible for reemployment for a period of thirty-nine (39) months, during which, if a vacancy exists in the classification from which unit members were laid off, they shall be offered reemployment. Unit members who accept a voluntary demotion in lieu of layoff (e.g., bump into a lower classification) shall be entitled to an additional twenty-four (24) months on the reemployment list. Employment from the reemployment list shall be made in the order of seniority, with the most senior person offered reemployment first. Those employees who have completed a probationary period shall be re-employed without having to serve an additional

probationary period. Laid-off employees shall not accumulate seniority while on a reemployment list unless they are reemployed prior to the expiration of the thirty-nine (39) months.

15.4.1.1 Employee Notification to Calbright: An employee shall notify Calbright of his or her intent to accept or refuse reemployment within ten (10) working days following receipt of the reemployment notice. If the employee accepts reemployment, the employee must report to work within thirty (30) working days following receipt of the reemployment notice. An employee given notice of reemployment need not accept the reemployment to maintain the employee's eligibility on the reemployment list, provided the employee notifies Calbright of refusal of reemployment within ten (10) working days from receipt of the reemployment notice.

15.4.2 Laid-off unit members are eligible for reemployment in classifications they did not hold but for which they meet the minimum qualifications. When an employee on a reemployment list applies for a vacant classification position for which they meet the minimum qualifications but in which they did not serve, Calbright shall afford them preference over new applicants. Employees reemployed in a position in which they did not serve may be required to serve a probationary period in the new position

15.4.3 When a bargaining unit member is laid off for lack of work or lack of funds they shall be provided the following additional rights:

15.4.3.1 The bargaining unit member shall be granted flexibility in scheduling for the purpose of searching for, qualifying for, and securing alternative employment. Calbright shall not deny personal necessity leave (see Article 6, Section 6.5) for the purposes of attending a job interview, job fair, or for utilizing job placement and coaching services.

15.4.3.2 Calbright shall make every reasonable effort not to deny leave requests of employees who are laid off for lack of work or lack of funds, unless doing so would be disruptive to the operations of the college.

15.4.4 Unit members whose hours are reduced as part of a layoff in such a manner that changes their eligibility for health and welfare benefits shall have their health and welfare benefits extended one (1) month beyond the month in which their eligibility changed.

15.4.5 As part of meeting and negotiating over the impacts and effects of any layoff for lack of work or lack of funds, the parties shall consider, but not be limited to, the following issues: workload of remaining employees, severance packages for employees whose layoff results in separation from Calbright employment, transfer of any laid-off employees to vacant positions at Calbright, alternatives to layoff such as furlough days or step freezes, and the continuation of health benefits for laid-off employees.

15.5 Additional Information in the Education Code

15.5.1 Additional procedures for notice and right to hearing are set forth in Education Code section 88017.

15.6 Layoffs and Contractors, Temporary Employees, and Substitutes

15.6.1 No CSEA bargaining unit member may be laid off while a contractor, temporary employee, a student employee, or substitute, remains employed to complete work in the same position as the employee.

ARTICLE XVI

PROFESSIONAL DEVELOPMENT & EDUCATIONAL REIMBURSEMENT

Employee Initiated Professional Development

- 16.1 During the 2025-2026 fiscal year, professional development shall be planned and implemented through internal subject matter experts when available. All bargaining unit members will receive additional training on the Vision Resource Center and the availability of free, on-demand courses.
 - 16.1.1 During the 2025-2026 Fiscal year, bargaining unit members shall be allowed to dedicate hours per week to professional development activities.
 - 16.1.2 Dedicated time shall be coordinated with the supervisor in order to ensure appropriate coverage for student services.
 - 16.1.3 Dedicated professional development time shall not increase bargaining unit members hours beyond the typically scheduled work week, and shall not be utilized for over-time calculations.
- 16.2 Subject to supervisor approval and compliance with applicable laws, Calbright shall permit bargaining unit members to temporarily modify their work schedules or utilize paid leave to allow attendance at an approved professional development activity.

ARTICLE XVII

BENEFITS

- 17.1 Calbright shall provide core benefits in alignment with all other employers. Full-time (40 hours per week) employees will qualify for one thousand two hundred (\$1,200) contribution toward core medical, dental, and vision benefits. This benefit will be adjusted accordingly should the college increase contributions to other employee groups within the organization.
- 17.2 The parties agree to work collaboratively with representation on the joint Employee Benefits Committee.
- 17.3 Employees working less than 20 hours per week are not eligible for core benefits.
- 17.4 Employees working 20+ hours per week are eligible for core benefits. At the time of hire, the employer contribution will be prorated based on the number of hours that the employee will be regularly scheduled to work.
 - 17.4.1 Prorated employer contributions for those working 20+ hours per week shall be calculated at $6.92 \times$ total regularly scheduled monthly hours.

ARTICLE XVIII

DURATION & SAVINGS CLAUSE

18.1 This Agreement shall be effective from July 1, 2025 to June 30, 2028.

18.1.1 In light of Calbright's unique state funding arrangement during its startup period, should Calbright's current funding levels drop due to reductions in state funding levels from the current fiscal year to the following fiscal year, both parties agree to reopen negotiations regarding the terms reached in this agreement with financial implications.

18.1.2 By March 1 of each year of this agreement, either party may open Salary, Benefits, and up to three (3) articles of the agreement for negotiations with mutual consent.

18.2 If any provision of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any tribunal of competent jurisdiction pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section as to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. In the event of any such invalidation of any provision of this Agreement, the parties agree to meet and negotiate for the purpose of arriving at a satisfactory replacement for such provision.

FOR THE ASSOCIATION:

Donna Howard

**Donna Howard,
CSEA Union President**

Any Elder

Any Elder (Nov 22, 2025 08:30:43 PST)

**Any Elder,
CSEA Lead Negotiator**

Luis Rivas

Luis Rivas (Nov 24, 2025 11:23:03 PST)

**Luis Rivas,
CSEA Representative**

FOR THE COLLEGE:

Joe Bremgartner

**Joe Bremgartner,
VP of HR & Lead Negotiator**

Timea Iharosi

**Timea Iharosi,
Bargaining Team Member**

Don Orth

Don Orth (Dec 3, 2025 18:47:38 PST)

**Don Orth,
Bargaining Team Member**

Ajita Menon

Ajita Menon (Dec 4, 2025 08:33:06 PST)

**Ajita Menon,
President and CEO**

Juanda Daniel

Juanda Daniel (Dec 4, 2025 05:18:08 PST)

**Juanda Daniel,
Legal Counsel (Reviewed)**

11/05/2025

CSEA Ratification Date

11/19/2025

Board Ratification Date

APPENDICES

APPENDIX A

SALARY SCHEDULE

https://docs.google.com/spreadsheets/d/1dfyA3rAIYCITkzQKhglQM9PXoA33MnJ-nQy2i5_n55g/edit?usp=sharing

APPENDIX B

STANDARDS OF JUST CAUSE

Standards of Just Cause


1. Was the employee adequately warned of the consequences of their conduct?
2. Was the employer's rule or order reasonably related to efficient and safe operation?
3. Did management investigate before administering the discipline?
4. Was the investigation fair and objective?
5. Did the investigation produce substantial evidence or proof of guilt?
6. Were the rules, orders, and penalties applied evenhandedly and without discrimination?
7. Was the penalty related to the seriousness of the offense and the past record?
8. Were there mitigating, extenuating, or aggravating circumstances?

APPENDIX C

EVALUATION PROCESS STEPS


The evaluation process and all forms will be located in the Employee Management System.

Components of PM Review




Competencies

Competencies are in line with our strategic vision and core values. Both employee and supervisor will provide a rating using a 1-5 scale.




Open Ended Questions

An additional opportunity to go into detail about accomplishments, professional development goals, and any questions which should be discussed w/ immediate supervisor




Goals

Departments will develop SMART goals which are in line with the strategic vision. Employees will also draft personal goals w/ immediate supervisor.



Component 1: Competencies



Each competency will have an operational definition guide which will help both employees and supervisors to better understand how to complete the evaluation.

Adaptability

Communication

Planning and Organizing

Problem Solving

Service Orientation

Teamwork

Result Orientation

Integrity


Learning Agility

Role Expertise

Leadership and Management*

* competency for supervisors only


Rating Scale



A Five point rating scale will be used for competencies. The Operational Definition Guide will go into detail about what behaviors are associated with each rating level.

- Below average performance
- Average performance, usually meets expectations
- Meets expectations
- Consistently exceeds expectations
- Outstanding performance, sets new expectations

Component 2: Open-Ended Questions:



There are four open-ended questions which are not scored. This will allow employees an opportunity to discuss in detail their strengths and to start to think about career goals ar professional development. This also provides a space for employees to discuss with thei supervisors areas where they need additional assistance and any other pressing matters


" Which initiatives/projects were you most proud of or found that exhibited your greatest successes in the past 6 month? Please describe.

Do you have any professional development goals in your current role? Are you provided enough opportunities to grow capacity or skill sets that interest you? Please explain.

How can the organization/your supervisor assist you in becoming more successful in your current role?

Is there anything else you'd like to discuss?"

Component 3: Personal Goals



- Employees will also spend time reflecting on their own personal goals which they will work with their supervisor to accomplish over the next year.
- Personal goals will be included in next year's review

APPENDIX D

GRIEVANCE FORMS

Fillable PDF available on Staff Intranet, Human Resources, Labor Management

<https://drive.google.com/file/d/1729wZJQizEvUGWjZvqeT5mxfVmVbRfE-/view?usp=sharing>

APPENDIX E

ALTERNATIVE WORK SCHEDULE AGREEMENT FORMS

Fillable PDF available on Staff Intranet, Human Resources, Labor Management

<https://docs.google.com/document/d/1YstXEz6vUCyUQs55ZLCHA510NxP6D4EcplKxaVuWOCs/edit?usp=sharing>










CSEA FINAL Collective Bargaining Agreement 2025-2028
















Final Audit Report

2025-12-04

Created:	2025-11-22
By:	Maria Lozano-Corral (maria.lozano-corral@calbright.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAnZK_cLemoUUTpYZi414HubCRpYstOhHS

"CSEA FINAL Collective Bargaining Agreement 2025-2028" History

-  Document created by Maria Lozano-Corral (maria.lozano-corral@calbright.org)
2025-11-22 - 1:31:26 AM GMT- IP address: 142.129.89.238
-  Document emailed to Donna Howard (donna.howard@calbright.org) for signature
2025-11-22 - 1:33:45 AM GMT
-  Email viewed by Donna Howard (donna.howard@calbright.org)
2025-11-22 - 2:19:12 AM GMT- IP address: 172.226.36.8
-  Document e-signed by Donna Howard (donna.howard@calbright.org)
Signature Date: 2025-11-22 - 5:59:24 AM GMT - Time Source: server- IP address: 47.27.218.237
-  Document emailed to Anya Elder (anya@calbright.org) for signature
2025-11-22 - 5:59:27 AM GMT
-  Email viewed by Anya Elder (anya@calbright.org)
2025-11-22 - 4:30:25 PM GMT- IP address: 66.249.83.100
-  Document e-signed by Anya Elder (anya@calbright.org)
Signature Date: 2025-11-22 - 4:30:43 PM GMT - Time Source: server- IP address: 72.159.77.111
-  Document emailed to luis.rivas@csea.com for signature
2025-11-22 - 4:30:45 PM GMT
-  Email sent to luis.rivas@csea.com bounced and could not be delivered
2025-11-22 - 4:30:54 PM GMT

-  Maria Lozano-Corral (maria.lozano-corral@calbright.org) added alternate signer lrivas@csea.com. The original signer luis.rivas@csea.com can still sign.
2025-11-24 - 7:08:07 PM GMT- IP address: 142.129.89.238
-  Document emailed to lrivas@csea.com for signature
2025-11-24 - 7:08:07 PM GMT
-  Email sent to luis.rivas@csea.com bounced and could not be delivered
2025-11-24 - 7:08:10 PM GMT
-  Email viewed by lrivas@csea.com
2025-11-24 - 7:12:01 PM GMT- IP address: 98.148.203.12
-  Signer lrivas@csea.com entered name at signing as Luis Rivas
2025-11-24 - 7:23:01 PM GMT- IP address: 98.148.203.12
-  Document e-signed by Luis Rivas (lrivas@csea.com)
Signature Date: 2025-11-24 - 7:23:04 PM GMT - Time Source: server- IP address: 98.148.203.12
-  Document emailed to Joseph Bremgartner (joseph@calbright.org) for signature
2025-11-24 - 7:23:06 PM GMT
-  Email sent to Luis Rivas (lrivas@csea.com) bounced and could not be delivered
2025-11-24 - 7:23:10 PM GMT
-  Email viewed by Joseph Bremgartner (joseph@calbright.org)
2025-11-24 - 8:27:04 PM GMT- IP address: 66.249.84.229
-  Document e-signed by Joseph Bremgartner (joseph@calbright.org)
Signature Date: 2025-11-24 - 8:27:48 PM GMT - Time Source: server- IP address: 162.156.13.167
-  Document emailed to Timea Iharosi (tiharosi@calbright.org) for signature
2025-11-24 - 8:27:53 PM GMT
-  Document e-signed by Timea Iharosi (tiharosi@calbright.org)
Signature Date: 2025-11-25 - 0:02:01 AM GMT - Time Source: server- IP address: 73.15.94.236
-  Document emailed to Don Orth (don.orth@calbright.org) for signature
2025-11-25 - 0:02:04 AM GMT
-  Email viewed by Don Orth (don.orth@calbright.org)
2025-11-25 - 0:04:37 AM GMT- IP address: 172.226.77.21
-  Email viewed by Don Orth (don.orth@calbright.org)
2025-12-04 - 0:48:02 AM GMT- IP address: 104.28.123.92



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Signature Date: 2025-12-04 - 2:47:38 AM GMT - Time Source: server- IP address: 73.170.95.70



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2025-12-04 - 2:47:41 AM GMT



Email viewed by Juanda Daniel (juanda.daniel@calbright.org)

2025-12-04 - 5:11:25 AM GMT- IP address: 146.75.146.0



Document e-signed by Juanda Daniel (juanda.daniel@calbright.org)

Signature Date: 2025-12-04 - 1:18:08 PM GMT - Time Source: server- IP address: 146.113.159.139



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2025-12-04 - 1:18:11 PM GMT



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2025-12-04 - 1:20:13 PM GMT- IP address: 66.249.84.226



Document e-signed by Ajita Menon (ajita@calbright.org)

Signature Date: 2025-12-04 - 4:33:06 PM GMT - Time Source: server- IP address: 174.239.171.242



Agreement completed.

2025-12-04 - 4:33:06 PM GMT