

# CALIFORNIA SCHOOLS EMPLOYEE ASSOCIATION COLLECTIVE BARGAINING AGREEMENT UPDATES

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COMMUNITY COLLEGE DISTRICT

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# History of Negotiations

- Negotiations with CSEA began on June 1, 2016
- After (7) sessions, the District and CSEA declared impasse on January 20, 2017
- Mediation was held on March 17, 2017
  - Mediation failed and we were certified for fact-finding
- Fact finding was held on June 26, 2017

# REVIEW OF CHANGES



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# 2016-17 Memorandum of Understanding

- The parties agree that unit members employed as of July 1, 2017 and covered under the CBA, shall receive a one-time off-schedule payment equal to 1.0% of their 2016-17 base salary. *(Not applicable for y rated employees)*
  - Does not include overtime, hours over schedule etc...
  - Off-schedule issued on July 31, 2017
  - Valid for the 2016-17 academic year only

# Article 4: Association Rights

- No changes
  - Restructuring of article

# Article 5: Education Incentive Program

- Unit members may pursue a maximum of TEN (10) units towards a degree or career objective.
  - Previously, a unit member was limited to SIX (6).

# Article 6: Compensation & Benefits

- Effective July 1, 2017, each cell of the Classified Annual Salary Schedule shall be increased by 1%.
  - 1% on July 1, 2018 and July 1, 2019
- The parties further agree that an 11<sup>th</sup> step shall be added to each range of the Classified Annual Salary Schedule that provides unit members with a 2.5% increase above step 10 on their fifteenth anniversary date. (must be in step 10 for 5 years before being eligible to advance to next step)

# Article 6: Compensation & Benefits Cont...

- The parties further agree that an 12<sup>th</sup> step shall be added to each range of the Classified Annual Salary Schedule that provides unit members with a 2.5% increase above step 11 on their twentieth anniversary date. (must be in step 11 for 5 years to be eligible to advance)



# Article 6: Compensation & Benefits Cont....

- The District & CSEA agree that if the hourly rate for Step 1 on any range of the salary schedule falls below the state or federally mandated minimum wage as of January 1 of any year, all positions and classifications in that range shall automatically move to the next highest range where Step 1 is in compliance with the minimum wage and any other classifications in the same job family (e.g. FA Tech I and FA Tech II) shall also move to the next range in order to maintain the differential between classifications in the same job family.

# Article 6: Compensation & Benefits Cont....

- The District and CSEA agree that CSEA may bring to the Chancellor or designees up to **three** classifications per year for review and consideration for reclassification. Nothing in this provision shall be construed to obligate the Chancellor or designee to process these reclassification requests or trigger the District's duty to bargain in good faith during the term of this agreement.

# Article 6: Compensation & Benefits Cont....

- The District will provide insurance coverage for each employee employed more than twenty-five (25) hours per week.
  - Previously limited to 19 hours a week.
  - No obligation but an option.
  - Must check budget

# Article 7: Hours and Overtime

- A time card is the District's official timekeeping method and document of an employee's attendance/absence.
- Management shall notify the assigned employee of overtime assignments in writing.
- OT is more than eight hours in a day or more than 40 in a week

# Article 7: Hours and Overtime Cont....

- Unit members who voluntarily attend a conference or chaperone or accompany students on trips or excursions **outside** of their assigned duties and regular work week hours, shall do so as FLSA volunteers.
- If the employee's schedule is not flexed to accommodate the conference or travel time, overtime shall be deemed authorized while attending or traveling to/from said functions.

# Article 7: Hours and Overtime Cont....

- Employees will be eligible for a \$25.00 stipend if directed to chaperone or accompany students on trips/excursions as part of their assignment which may exceed their regularly scheduled work hours.
  - This stipend is in addition to any other compensation paid (e.g. overtime)

# Article 9: Holidays

- Updated to reflect correct years through 2018.

# Article 10: Categories of Classified Employees

- It shall be the District's responsibility to direct and prioritize the overall workload and to ensure the proper disposition of work in excess of that which can be accomplished during the regularly assigned and scheduled work hours.
- Upon request by CSEA, at the end of each FY, the District will provide to the chapter officers a report of the value of vacant positions.



# Article 11: Classification, Reclass and Abolition of Positions

- Must notify CSEA if a vacancy is not filled within 90 days.
- At the beginning of each semester, the District will provide a list to the Association President of all current classified position vacancies that includes the name of the last bargaining unit member to hold that position, the assigned work site for the position, how long the position has been vacant, and District efforts to fill the vacancy.

# Article 12: Transfer and Reassignment

- Added language *except as otherwise required by law* under the exception from posting requirement.

# Article 13: Promotions

- Removed *first consideration* language from promotion section.
  - Note: This does not circumvent the rights of classified employees that have been laid-off under Education Code

# Article 14: Evaluation Procedure

- Only an administrator in the employees chain of command shall complete the evaluation.
- A permanent employee's supervisor shall have been their supervisor for at least 4 months prior to the evaluation. If this is not the case, the evaluation timeline will be postponed until the employee has served under their current supervisor for at least 4 months.

# Article 15: Disciplinary Procedure

- Added Personal Necessity (PN) to abuse of illness leave privileges.
  - No limit to use of PN; however, if there is concern of abuse, you can ask for documentation of proof as PN is very specific in its use.

# Article 16: Leave

- Added examples of sick leave usage: illness, doctor's appointments, surgery or dentist appointment for the employee.
- Changed the requirement of a statement from a physician to 5 consecutive days instead of one week.
- Removed 1 day of personal leave as determined by the member.

# Article 6: Leave Cont....

- Added *registered domestic partner* to the immediate family section under bereavement leave.
- When all available leaves, paid or unpaid, have been exhausted and if employee is medically unable to assume duties, they shall be placed on the reemployment list for a period of 39 months.

# Article 6: Leave Cont....

- Pursuant to the California Educational Partnership Act, a unit member may use up to five days (40 hours) per fiscal year of accumulated vacation or personal business, or comp time to find, enroll, or reenroll his or her child in a school or with a licensed child care provider, or to attend or to address a child care provider or school emergency. These days do not carry over from year to year and must be used in the year in which they are designated. Such leave may be taken in hourly increments. A unit member shall provide reasonable notice to their immediate supervisor of the planned absence. Upon request, by the supervisor, the unit member shall provide documentation from the school or licensed child care provider as proof that the employee is engaged in child-related activities.



# Article 6: Leave Cont....

- The following additions were added under the Family Medical Leave Act section:
  - A qualifying exigency arising from the foreign deployment of the employee's spouse, son, daughter or parent with the Armed Forces.
  - To care for a servicemember with a serious injury or illness if the employee is the servicemember's spouse, son, daughter, parent or next of kin.

# Article 6: Leave Cont....

- Added Spring & Winter Breaks Closure
  - All comp time must be taken first. All subsequent time will be split between Personal Business and Vacation at 50% each. All employees will have the option to take the time off as all vacation or LWOP.
  - The District will provide at least 45 days' notice to CSEA of its intent to keep the campuses open during either Winter or Spring Break.

# Article 17: Grievance Procedure

- Grievances and appeals must be submitted on the appropriate forms.

The End 😊

