

Agreement between

**Ventura County
Community College
District**

and

**California School
Employees
Association**

*And Its Chapter
Number 697 (Formerly 666)*

***July 1, 1977
through June 30, 1979***

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ARTICLE 1: EFFECTIVE DATE, PARTIES TO AGREEMENT
AND RECOGNITION

1.1 This Agreement is made and entered into this 21st day of March, 19 78, between the Ventura County Community College District (hereinafter referred to as "District") and the California School Employees Association and its Chapter 697, [formerly #666] (hereinafter referred to as "CSEA").

1.2 The District recognizes CSEA as exclusive representative for all regular, permanent and probationary, full-time and part-time merit system classified employees in Units "A" and "B" as certified by the Los Angeles Regional Director of the Educational Employment Relations Board on May 24, 1977, (Case No. LA-R-144). Classifications included in (and excluded from) such units are:

Unit A - Office, Technical and Business Services

Audio Visual Electronics Technician	Instructional Aide II/ Auto Mechanics
Accounting Technician I	Instructional Aide II/ Automotive
Accounting Technician II	Instructional Aide II/ Business
Administrative Aide	Instructional Aide II/ Clerical, English, Math
Athletic Trainer	Instructional Aide II/ Costumer
Athletic Trainer/Equipment Manager	Instructional Aide II/ Counseling Aide
Book Buyer	Instructional Aide II/ Court Reporting
Bookstore Cashier	Instructional Aide II/ Developmentally Disabled
Campus Accounting Technician I	Instructional Aide II/ Disabled Students Specialist
Campus Accounting Technician II	Instructional Aide II/ Early Childhood Education
Campus Center Supervisor	Instructional Aide II/ English, Reading
Campus Public Information Officer	Instructional Aide II/ Home Economics
Career Resources Supervisor	Instructional Aide II/ Landscape Maintenance
Career Resources Technician	Instructional Aide II/ Maintenance Trades
Clerk	
Clerk Typist	
Community Services Assistant	
Data Processing Control Coordinator	
Day Care Center Aide	
Graphics Specialist	
Instructional Aide I	
Instructional Aide II	
Instructional Aide II/ Animal Husbandry	

Instructional Aide II/
Multi-Clerical
Instructional Aide II/
Tutoring
Instructional Aide II/
Wild Animal Program
Instructional Aide II/
Women's Re-Entry
Instructional D.P. Center
Technician
Instructional TV-Theater
Technician
Intermediate Account Clerk
Intermediate Clerk Trainee
Intermediate Clerk Typist
Intermediate Steno-Secretary
Job Placement Assistant
Laboratory Technician/Biology
Laboratory Technician/Chemistry
Laboratory Technician/Chemistry-
Physics
Laboratory Technician/Physical
Sciences
Laboratory Technician/Physics

Language Lab Assistant
Library Assistant/Media
Assistant
Library Clerk
Machine Bookkeeper
Magnetic Tape Typist Composer
Media Aide
Multi-Media Specialist
Personnel Clerk
Purchasing Assistant
Purchasing Clerk
Records Clerk
Registration Records Clerk
Senior Account Clerk
Senior Clerk Typist
Senior Records Clerk
Senior Steno-Secretary
Student Activities Assistant
Student Health Center Assistant
Technical Illustrator
Telephone Operator/Receptionist
Television Technical Supervisor
Theater Technician
Transcript Clerk
Tutoring Services Assistant
Veteran's Benefit Assistant

Unit B - Operations and Support

Assistant Food Services
Supervisor
Automotive Technical
Assistant
Bookstore Stock Clerk
Cafeteria Assistant I
Cafeteria Assistant II
Carpenter
Community College Police
Officer I
Community College Police
Officer II
Custodian
Custodian Trainee
Duplicating Equipment
Operator
Electrician
Equipment Manager
Equipment Mechanic
Gardener
Gardener-Agriculture Aide

Gardener/Mechanic
Gardener Trainee
Graphic Communications
Technician
Heating & Air Conditioning
Mechanic
Lead Custodian
Locksmith
Maintenance Assistant
Painter
Plumber
Plumber II
Senior Gardener
Supply Clerk
Swimming Pool Technician
Tool Keeper
Warehouse Assistant
Welder

Shall EXCLUDE: All certificated employees; all provisional, restricted, casual, limited term, and student employees; all management, supervisory, and confidential employees as defined by the Act; and all employees listed as follows:

Confidential Employees

Superintendent's Secretary
 Certificated Personnel Assistant
 Administrative Secretary
 Classified Personnel Assistant
 Senior Steno-Secretary (Personnel)
 Administrative Assistant

Classified Management

Director of Accounting
 Business Assistant
 Maint., Operations and New Construction
 Business Assistant, Auxiliary Services
 Budget/Audit Analyst
 Personnel Director
 Purchasing Agent
 Maintenance & Operations Supervisor
 Director of Public Information

Classified Supervisors

Financial Aids Specialist
 Accounting Office Supervisor
 Accounting Technician II (Payroll)
 Grounds Supervisor
 Registrar
 Skilled Trades Foreman
 Supervisor of Food Services
 Custodial Supervisor
 Warehouse Supervisor
 College Bookstore/Business Manager
 Day Care Center Supervisor
 Senior Community College Police Officer
 Clerical Services Supervisor
 Custodial Foreman

ARTICLE 2: SALARY

2.1 Salary for all steps on the Classified Employees Salary Schedule (for employees in the A & B Units) will be increased by 6.0%, retroactive to July 1, 1977 for all employees in the unit who were employed as of January 1, 1978, or who retired from District service since July 1, 1977.

2.2 Salary for all steps on the Classified Employees Salary Schedule (for employees in the A & B Units), will be increased by an additional 7.0% on July 1, 1978.

2.3 Effective July 1, 1977 for all employees in the units who were employed as of January 1, 1978, or who retired from District service since July 1, 1977, the longevity steps shall be as follows:

YEARS OF SERVICE	10-14	15-19	20-24	25-29	30+
YEARLY AMOUNT	\$125	\$250	\$375	\$500	\$625

ARTICLE 3: HEALTH AND WELFARE BENEFITS

3.1 The District will, during the term of this Agreement, and subject to the remaining provisions of this Article, continue to provide Blue Cross and CDS coverage for eligible employees and their dependents under the existing plans or under such plans providing at least equivalent benefits as the District may designate.

3.2 Employees on whose behalf prior to this Agreement the District contributed (an amount equal to its Blue Cross contribution for the term of this Agreement) for Kaiser coverage may retain such coverage, and the District will continue such contributions, provided that nothing herein shall be deemed to provide the option of Kaiser coverage to any additional employees.

3.3 The employee bears the responsibility for meeting all requirements for eligibility in any plans provided by the District and for properly completing enrollment and/or application forms.

3.4 The District shall contribute the sum of \$1503.00 per year during 1977-78 to provide the benefits specified in this Article for each employee eligible for such benefits, and shall increase such contribution on October 1, 1978, by the amount that would be required to maintain the above-mentioned Blue Cross and CDS coverage.

3.5 Payments of the District contribution for employees absent due to illness or injury of the employee shall be made until the expiration of paid illness leave or until the employment is terminated, whichever occurs first.

3.6 If, during the term of this Agreement, the District determines to solicit bids for alternative benefit plans to replace Blue Cross and CDS, it shall, prior to advertising such bids, consult with CSEA to assure that the bid specifications provide the levels of benefits specified above.

3.7 If responsive bids for alternative medical and/or dental benefit plans are received, and if acceptance of such bids is likely and would result in premium contributions less than those specified above, the District shall promptly notify CSEA of such probable acceptance and shall, upon request, meet and negotiate regarding the allocation of any such savings.

3.8 Employees who are employed by the District at the time of retirement shall be retained on the District's existing group medical policy, with premiums paid by the District in accordance with the provisions of this Article, provided that such persons have:

A. Served the District a minimum of fifteen (15) years and reached the age of 60 at the time of retirement; or

B. Met the following service and age requirements at the time of retirement:

65 years of age with 10 years of service to the District
64 years of age with 11 years of service to the District
63 years of age with 12 years of service to the District
62 years of age with 13 years of service to the District
61 years of age with 14 years of service to the District.

3.9 Any other employee who is serving the District at the time of retirement, and who has served the District a minimum of five (5) years and reached the age of 55, shall, upon retirement, have the option of retaining membership in the District's group health insurance plan with premiums to be paid by the retiree.

3.10 Eligibility and benefits shall be as specified in the then-existing group medical insurance plan.

3.11 Irrespective of provisions relating to District provision of health and welfare benefits, eligible employees shall otherwise maintain the right to retire at age 50 with a minimum of five (5) year's service, and the District shall comply with the provisions of Education Code Section 23922 with respect to maximum retirement age.

ARTICLE 4: HOLIDAYS

4.1 During each year of this Agreement, eligible employees in the units shall receive the following holidays:

Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Friday following Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve
New Year's Day
Lincoln's Birthday
Washington's Birthday
Memorial Day
Floating Holiday

4.2 Eligible employees in the unit shall utilize the 1977-78 floating holiday prior to July 1, 1978.

4.3 Scheduling of any floating holiday shall be by mutual agreement between the employee and his/her supervisor, and the employee shall provide at least two week's notice of the date desired for such floating holiday unless the employee and his/her supervisor mutually agree to waive such notice requirement.

ARTICLE 5: COMPASSIONATE LEAVE

Any regular employee may be granted in any one school year a maximum of three days' leave (non-cumulative) without loss of pay to meet an emergency within his/her family which, in the judgment of the college presidents or department head in the case of District personnel and with the concurrence of District Personnel Office, necessitated the employee's presence in his/her home or at the scene of the emergency. The final decision on all requests shall be made by the District Personnel Office on the day of application. This leave is to be granted only after other types of leave have been properly used.

ARTICLE 6: JOB EVALUATION STUDY

6.1 Within 15 working days after the signing of this Agreement, the District shall appoint not more than four members of management, and CSEA shall appoint a total of not more than four members of the units to serve on a joint job evaluation study committee.

6.2 The committee shall meet to study and discuss the economic and operational impact upon the District if the job evaluation system proposed by CSEA were implemented during fiscal year 1978-79; and shall consider and study alternatives to such system.

6.3 On or before October 2, 1978, the committee shall be prepared to report its findings and recommendations to the negotiating teams for CSEA and for the District.

ARTICLE 7: EFFECT OF AGREEMENT

7.1 Except as otherwise provided by this Agreement, the District will maintain in effect, during the term of such Agreement, Board Policies Nos. 5.10 through 5.21; and 5.23 through 5.29; and appendices L, N1, N2, Q, V, and X; and, subject to approval of the District Personnel Commission, Rules Nos. 106.2; 108.2; 180 through 184; 209, 209-A; 231 through 237; and 261 through 352.

7.2 If, during the term of such Agreement, the District proposes to change any of the aforementioned Policies or Rules, CSEA shall be afforded full rights of negotiation with respect to such proposal.

7.3 If the District proposes a change in any Personnel Commission Rule not set forth in Section 7.1 above, it shall provide CSEA with at least ten (10) calendar days notice of such proposal prior to the Personnel Commission meeting at which action may be taken on such proposal, and shall afford CSEA the right to consult (make known its position and views) prior to such meeting.

7.4 No employee covered by this Agreement shall suffer a reduction in pre-existing salary or health and welfare benefits because of the signing of this Agreement.

7.5 The District and CSEA agree that all differences between them shall be resolved by the orderly procedures provided herein, or shall remain unresolved in the event of inability to agree and that the college program shall not be interrupted by CSEA or by employees represented by CSEA, and that neither it nor they will participate in, encourage, or support any interruption of services in whole or in part from the full, faithful and proper performance of the employee's duties.

7.6 During the term of this Agreement, CSEA and the District expressly waive and relinquish the right to meet and negotiate and agree that the parties shall not be obligated to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this Agreement, except as provided in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or CSEA at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

7.7 It is understood and agreed that, except as limited by the specific and express terms of this Agreement, the District retains all of its previously existing powers and authority to direct, manage, and control to the full extent of the law, and to take all necessary actions in furtherance of such powers and authority.

7.8 If passage of any pending initiative amendment to the State Constitution results in the District's inability to fund the 1978-79 salary levels or any other economic proposal for 1978-79, the District and CSEA will agree to reopen negotiations on such matters in an attempt to arrive at agreement on provisions that maintain to the fullest possible extent, benefits that would otherwise be enjoyed by employees in the units under such proposals.

7.9 Should any Article, Section or Clause of this Agreement be declared illegal by the final judgment of a court of competent jurisdiction, said Article, Section, or Clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining Articles, Sections, and Clauses shall remain in full force and effect for duration of the Agreement if not affected by the deleted Article, Section, or Clause. In addition, upon the request of either party, the District and the CSEA shall promptly meet and negotiate in an attempt to agree upon appropriate amendments to the Agreement with respect to any such matter declared to be illegal.

On the 27th day of March, 1978, the Personnel Commission of the Ventura County Community College District voted, by the following votes, to approve the above Agreement in its entirety:

Wade	<u>Yes</u>
Shellabarger	<u>Yes</u>
Faulconer	<u>Yes</u>

Attest:


Secretary to the Personnel Commission

J. D. PAULEY, PERSONNEL DIRECTOR

APPENDIX A

Policies Covered in Article 7.1

Board Policies:

5.10	Conference Attendance, Travel and Local Mileage
5.11	Merit System
5.12	Personnel Commission
5.13	✓Classified Salary Schedule
5.14	Rights and Benefits
5.15	Grievances
5.16	Employees' Rights and Benefits - General
5.17	Employment of Relatives
5.18	Employees Organizations
5.19	Grievances
5.20	Political Activity
5.21	Retirement
5.23	Restricted Information
5.24	Solicitations
5.25	Health and Welfare Benefits
5.26	Tax-Sheltered Annuities
5.27	Arrest Record Policy for Applicants and Employees
5.28	Affirmative Action
5.29	Replacing or Repairing Employees' Property
Appendix L	Conference Attendance, Travel and Local Mileage
Appendix N1	Tax-Sheltered Annuities
Appendix N2	Deferred Compensation Plan
Appendix Q	Health and Welfare Benefits Plan
Appendix V	Community College Police
Appendix X	Arrest Records

District Personnel Commission Rules:

Article 106.2	Benefits Under Part-Time Employment
Article 108.2	Work Day Exclusions
Section 180	Performance Ratings
Article 209	Determining Initial Salary After Reclassification
Article 209-A	Reclassification - Three Year Rule
Section 230	Transfers, Reassignments
Section 260	Grievances
Section 270	Hours of Work
Section 280	✓Salary Plan
Section 290	Payroll Procedures
Section 300	Payroll Deductions
Section 310	Holidays
Section 330	Leave of Absence With Pay
Section 340	Leave of Absence Without Pay

