TENTATIVE AGREEMENT

2012-13 Successor Agreement Contract Language Changes
June 18, 2012

This Tentative Agreement Contains Changes only to the Following Contract Articles:

Article 1 - ASSOCIATION RIGHTS

Article 2 - PAYROLL DEDUCTIONS/MAINTENANCE OF MEMBERSHIP

Article 3 - COMPENSATION AND HEALTH AND WELFARE BENEFITS

Article 5 - VACANCIES, TRANSFERS, PROMOTIONS *AND RECLASSIFICATIONS*

Article 7 - EVALUATIONS, PROBATION, AND PERSONNEL RIGHTS

Article 8 – PAID AND UNPAID LEAVES

Article 10 - GRIEVANCE PROCEDURE

Article 11 - DISCIPLINARY PROCEDURES

Article 13 - IMPLEMENTATION & DURATION OF AGREEMENT

TENTATIVE AGREEMENT

Article 1
ASSOCIATION RIGHTS

Section 1. Acknowledgements

Sections A through F: [Status Quo]

G. The District shall grant one (1) CSEA representative ***four (4)*** ~~two (2)~~ hours per week of release time each week, up to a total of ***200*** ~~100~~ hours each year for general Chapter business. This release time is in addition to other leaves stated in this article and in this section.

Sections H through L: [Status Quo]

For The California School Employees Association, Chapter 180

Richard M. Soto Jr. [Print Name]	[Sign Name]
Suzanne B. Woods [Print Name]	[Sign Name]
Jonathan Martin [Print Name]	[Sign Name]
Denise Taylor [Print Name]	[Sign Name]
Dale Wissman [Print Name]	[Sign Name]

For Palo Verde Community College District

KAY RAGAN [Print Name]	[Sign Name]
RUSSI EGAN [Print Name]	[Sign Name]
Debbie Mitchell [Print Name]	[Sign Name]

TENTATIVE AGREEMENT

Article 2
PAYROLL DEDUCTIONS/MAINTENANCE OF MEMBERSHIP

Section 1. Payroll Deduction – [Status Quo]

Section 2. Fair Share ***Service*** Fee

The Association agrees that it has a duty to provide fair and nondiscriminatory representation to all employees in the unit for which this Agreement is applicable, regardless of whether they are members of the Association ***(as per paragraph "A" below) or fair share service fee payers (as per paragraph "B" below)***. Subject to the remaining provisions of this section, all covered employees employed on or after the effective date of this agreement and continuing as long as the Association remains the exclusive representative for this bargaining unit, shall as a condition of employment either:

A. Become a member of the Association and remain a member so long as the Association remains the exclusive representative for this bargaining unit; or

B. Pay to the Association a fair share ***service*** fee in an amount that does not exceed the amount of its standard initiation fee, periodic dues, and general assessments.

Deductions for members of the bargaining unit who commence duties after the school year and therefore are not subject to deductions until after the beginning of the school year shall be prorated in such a manner that the employee will pay dues or fees only in proportion to the number of months during the academic year in which the employee is a member of the Association or otherwise subject to the terms of the Article. Any fraction of a month shall be counted as a full month. ***Any change in the amount of the service fee or membership dues shall be provided to Human Resources by CSEA within two weeks after such changes have taken effect.***

Section 3. Bona Fide Religious Exception – [Status Quo]

Section 4. Separation From Unit – [Status Quo]

Section 5. Changes in Dues – [Status Quo]

Section 6. Forfeiture of Deductions – [Status Quo]

Section 7. Membership List – [Status Quo]

Section 8. Orientation Information – [Status Quo]

Section 9. Indemnification – [Status Quo]

For The California School Employees Association, Chapter 180

Richard M. Soto Jr.	
[Print Name]	[Sign Name]
Suzanne P. Woods	
[Print Name]	[Sign Name]
Jonathan Martin	
[Print Name]	[Sign Name]
Denise Taylor	
[Print Name]	[Sign Name]
Dale Wissman	
[Print Name]	[Sign Name]

For Palo Verde Community College District

Kay RAGAN	
[Print Name]	[Sign Name]
Russi Egan	
[Print Name]	[Sign Name]
Debbie Mitchell	
[Print Name]	[Sign Name]

TENTATIVE AGREEMENT

Article 3
COMPENSATION AND HEALTH AND WELFARE BENEFITS

Section 1. Salary Schedules

CSEA and the District have agreed to a separate Memorandum of Understanding (MOU) regarding salaries in the 2012-2013 fiscal year.

The master salary schedules for unit members represented by CSEA are attached to this agreement marked as Appendix "B". The Classification Schedule and Salary Placement for employees represented by CSEA is attached to this Agreement marked as Appendix "A."

A. Negotiated Salary Schedule ~~Adjustments~~ FY ***2013-2014*** ~~2010-2012~~:

1. There will be no changes to the Classified Salary Schedule during the ~~2010-2011 or 2011-2012~~ ***2013-2014 or 2014-2015*** fiscal year, unless and until negotiated otherwise:

~~2010-2012~~ *2013-2015* Salary Schedule

ROW	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
1	$ 2,224	$ 2,335	$ 2,452	$ 2,575	$ 2,703	$ 2,839	$ 2,980	$ 3,130
2	$ 2,335	$ 2,452	$ 2,575	$ 2,703	$ 2,839	$ 2,980	$ 3,130	$ 3,286
3	$ 2,452	$ 2,575	$ 2,703	$ 2,839	$ 2,980	$ 3,130	$ 3,286	$ 3,450
4	$ 2,575	$ 2,703	$ 2,839	$ 2,980	$ 3,130	$ 3,286	$ 3,450	$ 3,623
5	$ 2,703	$ 2,839	$ 2,980	$ 3,130	$ 3,286	$ 3,450	$ 3,623	$ 3,804
6	$ 2,839	$ 2,980	$ 3,130	$ 3,286	$ 3,450	$ 3,623	$ 3,804	$ 3,994
7	$ 2,980	$ 3,130	$ 3,286	$ 3,450	$ 3,623	$ 3,804	$ 3,994	$ 4,194
8	$ 3,130	$ 3,286	$ 3,450	$ 3,623	$ 3,804	$ 3,994	$ 4,194	$ 4,404
9	$ 3,286	$ 3,450	$ 3,623	$ 3,804	$ 3,994	$ 4,194	$ 4,404	$ 4,624
10	$ 3,450	$ 3,623	$ 3,804	$ 3,994	$ 4,194	$ 4,404	$ 4,624	$ 4,855
11	$ 3,623	$ 3,804	$ 3,994	$ 4,194	$ 4,404	$ 4,624	$ 4,855	$ 5,098
12	$ 3,804	$ 3,994	$ 4,194	$ 4,404	$ 4,624	$ 4,855	$ 5,098	$ 5,353
13	$ 3,994	$ 4,194	$ 4,404	$ 4,624	$ 4,855	$ 5,098	$ 5,353	$ 5,620
14	$ 4,194	$ 4,404	$ 4,624	$ 4,855	$ 5,098	$ 5,353	$ 5,620	$ 5,901
15	$ 4,404	$ 4,624	$ 4,855	$ 5,098	$ 5,353	$ 5,620	$ 5,901	$ 6,196

2. Should any other bargaining group with the District (i.e. CCA/CTA Bargaining Unit) receive a higher rate of compensation, the CSEA bargaining unit will receive an amount equal to that adjustment.

Section 2. Professional Growth Compensation – [CSEA is still developing a specific proposal for this section].

Section 3. Longevity (CSEA) – [Status Quo]

Section 4. Out-of-Class Pay – [Status Quo]

Section 5. Health Insurance Escape Clause – [Status Quo]

Section 6. Cost Increases and Basic Package

Effective ***July 1, 2012*** ~~July 1, 2010~~, the Classified Bargaining Unit shall be covered by the parties' agreed upon Health and Welfare benefit package offered through REEP enumerated in the Current Health and Welfare to this collective bargaining agreement. Effective ***July 1, 2011*** ~~July 1, 2010~~, the maximum employer contribution ***(i.e. the employee "cap")*** for the Health and Welfare benefits package shall be ***$17,552.52*** ~~$15,484.00~~.

~~For the 2011-2012 fiscal year the District will increase their maximum employer contribution to cover 50% of any cost increase to the 2010-2011 Health and Welfare benefit package offered through the parties' agreed upon provider and enumerated in the Current Health and Welfare to this collective bargaining agreement. In the 2011-2012 fiscal year, the Benefit Fund will be used to pay the difference between the additional district contribution for the 2011-2012 fiscal year, and the actual cost of the Health and Welfare Benefits premiums for the 2011-2012 fiscal year.~~

The remaining Benefit Fund, if any, will be used to pay the difference between the additional district contribution and the actual cost of the Health and Welfare Benefits premiums. Bargaining unit members shall be responsible for payroll deductions for any amount due for premiums upon exhaustion of the benefit fund.

A. Effective July 1, 2011, the District will offer the following Medical, Dental, Vision and Life Plans:

Type of Coverage	Plan Name
PPO Medical ***Plans***	PPO Option #1
	PPO Option #2
~~HSA Medical~~	HSA Option #1
~~Delta~~ Dental ***Plans***	PPO ***Delta*** Dental
	MetLife Dental
~~VSP~~ Vision ***Plans***	VSP ***Vision***
	MES VISION
~~Prudential~~ Life ***Insurance Plans***	***Prudential*** Life Insurance

~~B. For the 2011-12 Fiscal Year, the District will make the following contribution for full-time eligible employees for offered Medical, Dental, Vision and Life Insurance Plans: $17, 526~~

~~C. For the period July 1, 2011 to December 31, 2011 the District will contribute the full deductible towards the Health Savings Account (HSA) for full-time employees newly enrolled in the HSA/CDHP/PPO plan. This one-time incentive will cover the full deductible for the July 1 to December 31, 2011 period as follows:~~

~~HSA – Deposits (Single)~~	~~$1,200.00 per year~~
~~HSA - Deposits (Family)~~	~~$2,400.00 per year~~

B. Each July 1st, beginning July 1, 2012 the District will contribute one-half the deductible towards the Health Savings Account (HSA) for full-time employees newly enrolled in the HSA/CDHP/PPO plan. This on-going incentive to new enrollees in the HSA/CDHP/PPO plan will cover one-half of the full deductible for subsequent July 1st to December 31st periods.

C. Each January 1st, Beginning January 1, 2012 the District will contribute once yearly the full deductible for full-time employees towards the Health Savings Account (HSA) for eligible CDHP/PPO participants, which for the 2011-2012 fiscal year is as follows:

HSA – Deposits (Single)	$1,200.00 per year
HSA - Deposits (Family)	$2,400.00 per year

1. Tax consequences of receiving the funding, establishing and using an HSA are the sole responsibility of the employee and the District specifically disclaims any liability and individual employees shall hold the District harmless to the extent that any tax assessments are due and owed.

D. Upon request by eligible full-time employees and their full-time eligible spouses or registered domestic partners, the District will pay the full annual premium amount toward the payment of one offered medical, dental, and vision plan premiums each (including the PPO and HSA plans) such that eligible couples under one medical, dental and vision plan who are both employed by the District do not suffer an out-of-pocket payroll deduction.

E. Subject to CSEA chapter approval and benefit fund availability, CSEA shall consider, at its sole discretion, whether to utilize a portion of its benefits fund to provide monthly contribution to

augment HSA contributions for new enrollees to the HSA/CDHP/PPO plan and/or PPO plan participants' out-of-pocket payroll deductions.

Section 7. REEP Rebates

Effective July 1, 2005, ***and contingent upon remaining with REEP in subsequent years,*** the Classified percentage of annual equity distribution shall be available during negotiations to fund future classified health insurance additions or increases. The parties agree that ~~50% of~~ CSEA's ***equitable*** portion of the total dollar amount of the ***2012-2013, 2013-14 and 2014-15*** ~~2009-2010 and 2010-2011~~ REEP rebates will be placed into the CSEA Benefits Fund.

Section 8. Differential Employee Contribution - [Status Quo]

Section 9. Payroll Deductions - [Status Quo]

Section 10. Insurance Committee - [Status Quo]

Section 11. Early Retirement Medical Benefits

The District will pay ~~up to maximum of~~ seven thousand five hundred dollars ($7,500) per fiscal year ***(i.e. the retiree "cap")*** for the medical and dental insurance of the retiring classified employee proving the following conditions:

A. The classified employee must have been employed as a regular classified employee for fifteen (15) years of consecutive service in the District immediately prior to retirement.

B. The classified employee must have been eligible and covered under one of the District sponsored health or dental insurance plans in force immediately prior to retirement.

C. To be eligible for this benefit, the classified employee must retire at or after age 55, but before age 65.

D. Classified employees who desire coverage under provisions of this Section shall notify the Administrative Services Office of such desire at the time of retirement and annually thereafter.

E. The District will pay the premium to the health or dental care

company with which the classified employee was covered at the time of retirement. Such payment shall begin for the retiring classified employee beginning at the time of retirement or at the beginning of the following year of coverage, whichever is applicable. The District will cease payment of medical insurance premiums when the classified employee reaches the age of 65.

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F. The retired classified employee may also elect to pay the premium for his/her dependents, starting at age 55 until the age of 65. Payments must be made directly to the Business Service Office. The initial payment shall be received on or before July 10th of each year and continues on a regular monthly basis for a total of twelve (12) payments, with the additional payments to be received on or before the tenth day of the months of August through June of each year.

G. ***Beginning July 1, 2012, the District will "pool" any savings between the actual costs of medical benefits for retirees and the agreed upon annual district contribution of $7,500 (i.e. "retiree cap"). Any savings between the "retiree cap" and the actual amount paid by the District on behalf of retirees will be available to the retiree "pool" in order to reduce premium contributions of all eligible classified retirees receiving retiree medical benefits. If, in the future, there is no overall group savings when computed against the "pooled" District contributions of $7,500 for each current, eligible classified retiree, then in that event those retirees whose plans exceed the retiree medical cap of $7,500 will assume, and equally share, the responsibility for paying the difference***.

Re-lettering begins here.

H. Upon reaching the Age of 65, the District coverage will convert to Medicare for the retired classified employee. The District will provide $100 per month to the classified retiree to be used to purchase a Medicare supplemental insurance coverage of their choice until the classified employee reaches the age of 75.

For The California School Employees Association, Chapter 180

Richard M. Soto Jr. [Print Name]	[Sign Name]
Suzanne R. Woods [Print Name]	[Sign Name]
Jonathan Martin [Print Name]	[Sign Name]
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Dale Wissman [Print Name]	[Sign Name]

For Palo Verde Community College District

KATY RAGAN [Print Name]	[Sign Name]
Russi Egan [Print Name]	[Sign Name]
Debbie Mitchell [Print Name]	[Sign Name]

APPENDIX B: SALARY SCHEDULES

FULL-TIME CLASSIFIED EMPLOYEES
DISTRICT 05 - PALO VERDE COMMUNITY COLLEGE

Schedule ID: **201** / Position Type: 2 / Effective Date: ~~July 1, 2010~~ ***Effective July 1, 2013****

****The District and CSEA have agreed to a separate MOU regarding salaries for the 2012-2013 fiscal year only.***

Row	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
1	2,224	2,335	2,452	2,575	2,703	2,839	2,980	3,130
2	2,335	2,452	2,575	2,703	2,839	2,980	3,130	3,286
3	2,452	2,575	2,703	2,839	2,980	3,130	3,286	3,450
4	2,575	2,703	2,839	2,980	3,130	3,286	3,450	3,623
5	2,703	2,839	2,980	3,130	3,286	3,450	3,623	3,804
6	2,839	2,980	3,130	3,286	3,450	3,623	3,804	3,994
7	2,980	3,130	3,286	3,450	3,623	3,804	3,994	4,194
8	3,130	3,286	3,450	3,623	3,804	3,994	4,194	4,404
9	3,286	3,450	3,623	3,804	3,994	4,194	4,404	4,624
10	3,450	3,623	3,804	3,994	4,194	4,404	4,624	4,855
11	3,623	3,804	3,994	4,194	4,404	4,624	4,855	5,098
12	3,804	3,994	4,194	4,404	4,624	4,855	5,098	5,353
13	3,994	4,194	4,404	4,624	4,855	5,098	5,353	5,620
14	4,194	4,404	4,624	4,855	5,098	5,353	5,620	5,901
15	4,404	4,624	4,855	5,098	5,353	5,620	5,901	6,196

District:	CSEA:

APPENDIX B: SALARY SCHEDULES (CONTINUED)

PART-TIME CLASSIFIED HOURLY
DISTRICT 05 - PALO VERDE COMMUNITY COLLEGE

Schedule ID: **207** / Position Type: 2 / Effective Date: ~~July 1, 2010~~ ***Effective July 1, 2013****

The District and CSEA have agreed to a separate MOU regarding salaries for the 2012-2013 fiscal year only.

Row	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
1	12.64	13.27	13.93	14.63	15.36	16.13	16.93	17.78
2	13.27	13.93	14.63	15.36	16.13	16.93	17.78	18.67
3	13.93	14.63	15.36	16.13	16.93	17.78	18.67	19.6
4	14.63	15.36	16.13	16.93	17.78	18.67	19.6	20.59
5	15.36	16.13	16.93	17.78	18.67	19.6	20.59	21.61
6	16.13	16.93	17.78	18.67	19.6	20.59	21.61	22.69
7	16.93	17.78	18.67	19.6	20.59	21.61	22.69	23.83
8	17.78	18.67	19.6	20.59	21.61	22.69	23.83	25.02
9	18.67	19.6	20.59	21.61	22.69	23.83	25.02	26.27
10	19.6	20.59	21.61	22.69	23.83	25.02	26.27	27.59
11	20.59	21.61	22.69	23.83	25.02	26.27	27.59	28.97
12	21.61	22.69	23.83	25.02	26.27	27.59	28.97	30.41
13	22.69	23.83	25.02	26.27	27.59	28.97	30.41	31.93
14	23.83	25.02	26.27	27.59	28.97	30.41	31.93	33.53
15	25.02	26.27	27.59	28.97	30.41	31.93	33.53	35.2

District:	CSEA:

APPENDIX B: SALARY SCHEDULES (CONTINUED)

CDC FULL-TIME INSTRUCTIONAL AIDES

DISTRICT 05 - PALO VERDE COMMUNITY COLLEGE

Schedule ID: 302 / Position Type: 2 / Effective Date: ~~July 1, 2010~~ ***Effective July 1, 2012***

Row	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
1	1,471.00	1,539.00	1,609.00	1,684.00	1,767.00	1,799.00	1,831.00	1,863.00
2	1,684.00	1,767.00	1,846.00	1,933.00	2,024.00	2,059.00	2,102.00	2,143.00

District:	CSEA:

APPENDIX B: SALARY SCHEDULES (CONTINUED)

CDC PART-TIME HOURLY

DISTRICT 05 - PALO VERDE COMMUNITY COLLEGE

Schedule ID: 303 / Position Type: 2 / Effective Date: ~~July 1, 2010~~ ***Effective July 1, 2012***

Row	RANGE 1	RANGE 2	RANGE 3	RANGE 4	RANGE 5	RANGE 6	RANGE 7	RANGE 8
1	8.02	8.39	8.80	9.21	9.63	9.80	9.98	10.17
2	9.21	9.63	10.08	10.57	11.06	11.26	11.44	11.70

District:	CSEA:

APPENDIX B: SALARY SCHEDULES (CONTINUED)

CDC FULL-TIME TEACHERS
DISTRICT 05 - PALO VERDE COMMUNITY COLLEGE

Schedule ID: 300 / Position Type: 2 / Effective
Date: ~~July 1, 2010~~ ***Effective July 1, 2012***

Row	Column 1 12 UNITS	Column 2 24 UNITS	Column 3 36 UNITS	Column 4 45 UNITS	Column 5 60 UNITS
1	1,958.00	2,034.00	2,107.00	2,183.00	2,258.00
2	2,034.00	2,107.00	2,183.00	2,258.00	2,330.00
3	2,107.00	2,183.00	2,258.00	2,330.00	2,405.00
4	2,183.00	2,258.00	2,330.00	2,405.00	2,477.00
5	2,258.00	2,330.00	2,405.00	2,477.00	2,554.00
6	2,330.00	2,405.00	2,477.00	2,554.00	2,628.00
7	2,405.00	2,477.00	2,554.00	2,628.00	2,708.00
8	2,477.00	2,554.00	2,628.00	2,708.00	2,788.00
9	2,554.00	2,628.00	2,708.00	2,788.00	2,872.00
10	2,628.00	2,708.00	2,788.00	2,872.00	2,957.00

District:	CSEA:

APPENDIX C: 2012-2013 HEALTH AND WELFARE BENEFIT PACKAGE

The following rates and plans are effective as of July 1, 2012:

Medical:

Anthem Blue Cross PPO Plan 1:

Super Composite (blended) Rate:	**$1,468.03** per month/**$17,616.36** annual	
PPO Providers Deductible:	$250 Single/$500 Family	Coverage at 90%
PPO Non-Providers Deductibles:	$500 Single/$1,000 Family	Coverage at 70%
Rx:	$5 Generic/$25 Name Brand	30 Day Supply
Rx Mail Order:	$10 Generic/$50 Name Brand	90 Day Supply

Anthem Blue HSA Plan 1:

Super Composite (blended) Rate:	**$948.57** p/mo./**$11,382.84** ann.	(+ HSA contribution)
PPO Providers Deductible:	$1,200 Single/$2,400 Family	Coverage at 90% (after deductible is met)
PPO Non-Providers Deductibles:	$500 Single/$1,000 Family	Coverage at 70% (after deductible is met)
Rx:	$10 Generic/$30 Name Brand	30 Day Supply (after deductible is met)
Rx Mail Order:	$20 Generic/$60 Name Brand	90 Day Supply (after deductible is met)

Delta Dental:	**$120.89** per month/**$1,450.68** annual
MetLife Dental:	**$101.62** per month/**$1,219.44** annual
Vision Service Plan (VSP):	**$27.49** per month/**$329.88** annual
Medical Eye Service (MES):	**$18.80** per month/**$225.60** annual
Life Insurance:	**$11.90** per month/**$142.80** annual

Health & Welfare Costs and Contributions for a Full-Time Classified Employee:

Anthem Blue Cross PPO Plan 1 Premium Costs, including Delta Dental, VSP, and Life:

Monthly (Twelfthly) - **$1,628.31** Yearly - **$19,539.72**

Anthem Blue Cross HSA Plan 1 Premium Costs (including District HSA Contributions), including Delta Dental, VSP, and Life:

SINGLE: Monthly (Twelfthly) - **$1,208.85** Yearly - **$14,506.20**

FAMILY: Monthly (Twelfthly) - **$1,308.85** Yearly - **$15,706.20**

2012-13 District Contribution ("Cap") for a Full-Time Classified Employee:

Monthly (Twelfthly) - **$1,462.71** Yearly - **$17,552.52**

2012-13 Employee Contribution towards health insurance ("payroll deduction") for a Full-Time Classified Employee w/PPO Plan #1 (whether coming out of the Benefits Fund or not, the employee's contribution towards his/her H&W):

Monthly (Twelfthly) - **$165.60** Yearly - **$1,987.20**

2012-13 Employee Contribution towards health insurance for (Single or Family) Full-Time Classified Employee choosing HSA Plan #1 is:

Monthly (Twelfthly) - **$0** Yearly - **$0**

District:	CSEA:

TENTATIVE AGREEMENT

Article 5
VACANCIES, TRANSFERS, PROMOTIONS *AND RECLASSIFICATIONS*

Section 1. Vacancies – [Status Quo]

Section 2. Voluntary and Involuntary Transfers

Transfer is defined as a movement of bargaining unit employees from one (1) position to another within the same classification.

A. A voluntary transfer is when a ***qualified employee (as per the job description)*** transfers ***from one position to another position in the same salary classification*** is initiated by either the employee or the District and meets with agreement from both the District and employee. The current employee must submit an application for the posted position. The employee shall be subject to testing if they have not tested in their original position.

B. An involuntary transfer is when a transfer ***from one position to another position in the same salary classification*** is solely initiated by the District and does not meet with agreement from the employee. Reasons for any involuntary transfer shall be discussed with the employee by his/her immediate supervisor, and with the Association, if requested by the unit member. The Chapter President shall be provided written notification of such involuntary transfers.

C. "IN-HOUSE OR PROMOTIONAL ONLY" RECRUITMENTS.
For the purposes of this section, a closed transfer is defined as one or more lateral transfers when there is no net increase in the number of employees. "In-House or Promotional Only" recruitment shall be used under the following circumstances:

1. ***When the position is being filled on an interim basis for the minimum time necessary to allow for full and open recruitment which shall not exceed one (1) year;***
2. ***When there is a reorganization that does not result in a net***

increase in the number of employees;

3. ***When there is a closed transfer as per section A and B above.***

D. ***Any unit member may apply concurrently on an "In House or Promotional Only" basis for any position announced under the voluntary transfer policy. Such application will not be considered until voluntary transfer and voluntary demotion applicants have been reviewed.***

E. ***MEDICAL TRANSFERS. The District may assign a unit member, under the Involuntary Transfer procedures in this section in cases where the unit member is medically unable to assume his/her regular duties in his/her existing classification.***

F. ***SUBSTITUTE EMPLOYEES. The District may employ a substitute employee pursuant to Education Code 88003 to replace any classified employee who is temporarily absent from duty. If the District is engaged in recruiting a permanent employee to fill a vacancy in any classified position, the Governing Board may fill the vacancy with a substitute employee for not more than sixty (60) calendar days.***

Section 3. Promotions

Promotion is defined as ***an advancement through the competitive hiring process*** ~~movement~~ of a bargaining unit employee from one (1) ***lower*** position to a ~~different~~ ***higher*** classification ***and salary*** requiring an increase in job skills, training, responsibility, and/or complexity, and in return offers more compensation and status. A bargaining unit member may request a promotion by submitting a written request. To be eligible for a promotion, employees must ***have completed their initial 12 month probationary period with the District.*** ~~meet the following criteria:~~

~~1. The employee must meet the requirements of the position;~~

~~2. The employee must have completed their initial 12 month probationary period with the District;~~

~~3. The employee must have held their current position for at least six (6) months;~~

~~4. The employee must have a satisfactory performance and attendance record;~~

A. Employees who are promoted ***through the competitive hiring process*** shall be placed upon the salary schedule at the step of the promotional range, which reflects a salary increase of at least five percent (5%). In some cases, promoted employees may be placed on a salary schedule step, which does not represent actual years of service within the District.

B. A permanent employee who is promoted to a class in which she/he has not previously completed a probationary period shall be considered on promotional probation in that class for a period of six (6) months. During the six-month promotional probationary, an employee may be demoted to his/her prior classification. Nothing in this language, however, prohibits the District from disciplining the employee for cause during the promotional probationary period according to the disciplinary provisions and proceedings as outlined in this agreement.

Section 4. Voluntary and Involuntary Demotions – [Status Quo]

Section 5. Posting of Vacancies – [Status Quo]

Section 6. Selection Criteria – [Status Quo]

Section 7. Selection Procedures – [Status Quo]

Section 8. Test Date Announcement – [Status Quo]

Section 9. Review of Test Results – [Status Quo]

Section 10. Notice of New or Changed Positions

The District shall provide CSEA, Chapter 180 with advance notice regarding the establishment of new classified positions and/or proposed changes in existing position descriptions. ***In the event the District endeavors to change job descriptions, change or transfer job duties of classified employees, or establish new classified positions that include***

work classified bargaining unit members have historically performed, the District agrees to meet and negotiate with CSEA prior to such changes being implemented by the District.

Section 11. ***Pilot Trial - Classification and Reclassification Review Committee*** ~~Reclassification Procedures~~

A Pilot Trial classification and reclassification model as provided in Section 14 will be adhered to through June 30, 2015. The model as presented will be evaluated for the effective, efficient, and timely response for reclassifications. Based on the assessment, a decision will be jointly made by CSEA and the District to determine whether to maintain or change the reclassification cycle as presented.

In order to assure an efficient, fair and equitable Classification and Reclassification System, a standing advisory committee is hereby established to make recommendations to both the District and CSEA's negotiating teams regarding the following topics:

A. Proper title, job family, and salary for authorized new classifications.

B. Requests for reclassification by unit members and/or their supervisors.

C. The review and maintenance of the District's classification system as a whole.

It is the intent of the Committee structure to compliment the collective bargaining process and it is recognized that participation in this process is not a waiver of negotiation rights on any subjects within the scope of representation arising as a result of the Committee deliberations, unless the Committee arrives upon a unanimous recommendation as provided by Section 15, subdivision (I) below in which case the Parties' obligations to meet and negotiate shall be satisfied.

Section 12. ***Composition of the Classification and Reclassification Review Committee***

The Classification Review Committee is composed of at least the following equal numbers of representatives from both the District and CSEA:

A. Two representatives from CSEA, appointed by the CSEA Chapter 180 President.

C. ***Classifications must be established for a period of at least one year before reclassification can be considered.***

D. ***All classification requests (proper title, job family, and salary for authorized new classifications) shall be reviewed monthly as needed for operational efficiency, and as approved, submitted to the Board of Trustees for final approval***

E. ***To mitigate long-term out-of-class situations, an out-of-cycle reclassification timeline appeal may be submitted, with written justification by the employee or the supervisor, to the Committee for consideration anytime during the year. If the timeline appeal is approved, the employee then follows the procedures outlined in Section 15 of this article immediately below.***

Section 15. ***Procedures***

A. ***A reclassification request may be initiated by the employee or his/her supervisor.***

B. ***All requests for reclassification must be submitted on the "Classification Questionnaire" forms and any supporting materials submitted to the Human Resources Office by the deadline for action. Forms are available from Human Resources Office.***

C. ***If the employee initiates the request, the Committee shall provide a copy of the completed form to the immediate supervisor for review. The supervisor shall have at least ten (10) working days to provide a response to the Committee. Following the immediate supervisor's comments, the employee shall have at least ten (10) working days to provide a response to the Committee.***

D. ***Committee members are responsible for reviewing the classification questionnaire and any supporting materials submitted by the employee or immediate supervisor prior to the scheduled interviews, if any, as provided in subdivision (F) immediately below. A written statement from the next level administrator may also be reviewed. Committee members should be prepared to ask appropriate questions to clarify any issues arising from the questionnaire and materials.***

E. ***The Committee may, upon a majority vote, elect to conduct field interviews to validate workflow processes and to observe the utilization of equipment, tools, and other instruments required to perform the duties of the position. Salary studies using comparable school districts may be conducted.***

F. An interview may be scheduled with the employee and immediate supervisor before the Committee. The purpose of the interview is to gather information and to clarify any ambiguities. In the event of a group request, it is preferable to interview all individuals at the same time.

G. Following the completion of the review of all requests for reclassification, Committee members shall participate in discussions as a group pertaining to the merit of the request based on the guidelines for reclassification. Committee members shall review and make each recommendation on each issue in front of the Committee. An attempt to reach consensus shall be made.

H. Committee members shall vote on a recommendation following the interview and in consideration of all the information present.

I. If the Committee reaches a unanimous decision in its recommendation, the Committee will render its decision to the Human Resources Office and the CSEA Chapter 180 President no later than May 1st. The Committee's unanimous recommendations shall be considered negotiated for EERA-purposes, and shall not be forwarded to the District's nor CSEA's negotiating teams.

J. If the Committee is not unanimous in the recommendation, only that issue(s) which has not been agreed upon unanimously by the Committee will be forwarded to CSEA and the District's negotiating teams, provided however, that the issue(s) is within the scope of representation (for example, if it concerns a change in an existing job description).

Section 16. ***Guidelines for Reclassification***

Placement of a position on the salary schedule may be determined by the degree of the following factors:

A. Required skills, knowledge and abilities

B. Required experience and education

C. Scope of responsibility

D. Accountability;

E. Complexity

F. Working conditions (e.g., indoor/outdoor, safety, etc.)

G. Supervision given or received

An increase in the amount of work (quantity), without a change to any of the following factors above (A-F) within an existing classification does not constitute a reclassification.

Section 17. ***Warranted Reclassifications***

Upon review of the factors above, the Committee may determine that based on the totality of the circumstances, the reclassification of a position may be warranted:

A. If there is a significant proposed change in the types of duties and/or the level of the responsibility of one or more job areas.

B. If there has been a gradual accumulation of duties in a job classification (and not a sudden change occasioned by a reorganization or the assignment of completely new duties and responsibilities).

C. If it is determined that the position was originally under-classified (including job duties and salary in comparison with the overall classification plan in the District).

D. If the job description does not accurately reflect the current duties of the position.

~~A. Annually, two (2) representatives from the CSEA and two (2) representatives from the District shall meet and consider the possible reclassification of one unit position. Such position shall be selected by CSEA. The number of positions under consideration may be expanded if mutually agreed upon by CSEA and the District.~~

~~B. CSEA shall designate the position in writing no later than January 31 of the current year.~~

~~C. The Reclassification Committee shall meet and written recommendation(s) shall be submitted to the Superintendent/President and the President of the CSEA no later than June 1 of the current year.~~

~~D. The recommendation(s) shall be considered in the ensuing year's negotiations.~~

Section ***18*** ~~12~~. Salary Placement Following Reclassification

A classified employee who has been reclassified upward on the salary schedule shall be placed on the salary schedule step, which represents at least a five percent (5%) salary increase for the employee. In some cases, reclassified employees may be placed on a salary schedule step, which does not represent actual years of service within the District. ***In no event shall upward reclassification result in a loss of pay for a classified employee, and in no event shall the reclassification change the employee's anniversary date for the purposes of earning salary step increases. Unless agreed upon differently by the Committee, the reclassification accomplished by the Reclassification Committee shall become effective July 1st***.

For The California School Employees Association, Chapter 180

Richard M. Soto Jr. [Print Name]	[Sign Name]
Suzanne R. Woods [Print Name]	[Sign Name]
Jonathan Martin [Print Name]	[Sign Name]
Denise Taylor [Print Name]	[Sign Name]
Dale Wissman [Print Name]	[Sign Name]

For Palo Verde Community College District

KAY RAGAN [Print Name]	[Sign Name]
Russi Egan [Print Name]	[Sign Name]
Debbie Mitchell [Print Name]	[Sign Name]

TENTATIVE AGREEMENT

Article 7
EVALUATIONS, PROBATION, AND PERSONNEL RIGHTS

CSEA and the District had previously agreed to form a separate committee to revise and update the evaluation form used for bargaining unit members. CSEA proposes to modify that agreement as follows:

"~~As per the Parties' June 28, 2010 Agreement~~: CSEA agrees to form a separate committee to update and revise the evaluation form used for bargaining unit members. CSEA will appoint two representatives, and the District will appoint two representatives to an advisory committee. The Human Resources Manager, ***or management/confidential designee****, will be the non-voting chair of the committee, which will be tasked with recommending a revised, updated evaluation form to their respective bargaining teams for negotiations to be implemented in the ~~2011-2012~~* ***2012-13*** *fiscal year."* [Remainder of Article 7 will remain Status Quo]

CSEA proposes that any new evaluation form agreed upon by the Parties be reduced to writing and be subject to ratification by both the CSEA Chapter 180 membership and the Palo Verde Community College Board of Trustees.

For The California School Employees Association, Chapter 180

Richard M. Soto Jr. [Print Name]	[Sign Name]
Suzanne Pubbs [Print Name]	[Sign Name]
Jonathan Martin [Print Name]	[Sign Name]
Denise Taylor [Print Name]	[Sign Name]
Dale Wissman [Print Name]	[Sign Name]

For Palo Verde Community College District

KAY RAGAN [Print Name]	[Sign Name]
Russi Egan [Print Name]	[Sign Name]
Debbie Mitchell [Print Name]	[Sign Name]

TENTATIVE AGREEMENT

Article 8
PAID AND UNPAID LEAVES

Section 1. Holidays - [Status Quo – No Changes to Section]

Section 2. Vacations

Eligible employees shall earn paid vacation under this article. Vacation benefits are earned on a fiscal year basis; July 1 through June 30.

A. Except as specified in Section 4.C, all eligible full time-employees employees from the beginning of employment through the completion of the fourth anniversary year will be credited with 8 hours of vacation for each month of service; all employees from the beginning of the fifth year of service through the tenth year of service shall be credited with 12 hours of vacation for each month of service. After completing 10 years of service (i.e. beginning with the first day of the eleventh year of service), employees shall be credited with 14.67 hours of vacation for each month of service.

VACATION DAYS ACCRUAL

Years of Service	Vacation Hours Earned per Month
1 through 4 years	8 hours
5 through 10 years	12 hours
After completing 10 years	14.67 hours

B. An employee who works part-time shall accrue vacation hours in direct proportion to the number of hours worked each week compared to a full-time (i.e. 40 hour per week) employee. For example, an employee with four years service working 20 hours per week (i.e. 50%), shall accrue 4 hours per month of vacation leave. An employee with twelve years of service working 24 hours per week (60%), shall accrue 8.80 hours per month of vacation leave.

C. Vacation shall not become a vested right until the completion of six

months of employment. If an employee does not complete an initial six months service and has received pay for vacation days taken off, his/her final salary warrant shall be adjusted by deducting for the vacation time pay the employee received for the days not earned.

D. A regular (non-probationary employee) shall be "fronted" his/her vacation accrual each year on July 1st. However, upon separation from employment in the District, the employee shall be entitled to payment for all earned and unused vacation if an employee is terminated and has taken vacation which has not yet been earned at the time of termination, the District shall be entitled to deduct from the employee's final check the full amount of salary which was paid for such unearned days of vacation actually taken.

Subsections E – I [Status Quo – No Changes to Subsections]

Section 3. Temporary Leaves - [Status Quo – No Changes to Section]

Section 4. Personal Illness and Injury Leave - [Status Quo – No Changes to Section]

Section 5. Part-Time Employees - [Status Quo – No Changes to Section]

Section 6. Personal Necessity Leave - [Status Quo – No Changes to Section]

Section 7. Family Illness Leave - [Status Quo – No Changes to Section]

Section 8. Bereavement Leave - [Status Quo – No Changes to Section]

Section 9. Judicial and Official Appearances - [Status Quo – No Changes to Section]

Section 10. Quarantine Leave - [Status Quo – No Changes to Section]

Section 11. Industrial Accident or Illness Leave - [Status Quo – No Changes to Section]

Section 12. Long-Term Leaves - [Status Quo – No Changes to Section]

Section 13. Maternity/Paternity Leave - [Status Quo – No Changes to Section]

Section 14. Personal Leave - [Status Quo – No Changes to Section]

Ad-Hoc Committee to Modify Leaves Article

CSEA and the District have discussed issues surrounding additional sick leave provisions under the contract and Education Code (i.e. the "100 days") as well as a modification of long-term disability procedures. The Parties have also discussed the need for significant changes and updating for pregnancy disability leave, FMLA/CFRA, Labor Code 233 Leave, and Servicemember leave provisions in Article 8. As such, CSEA proposes the following:

CSEA agrees to form a separate committee to recommend changes to Article 8 to address the following language areas: additional sick leave provisions (i.e. the "100 days"), leave coordination with long-term disability, FMLA/CFRA, pregnancy disability, Labor Code 233 leave, and Servicemember leave. This ad-hoc committee will be constructed as follows: CSEA will appoint two representatives, and the District will appoint two representatives to an advisory committee. The Human Resources Manager, or management/confidential designee, will be the non-voting chair of the committee, which will be tasked with recommending revised, updated contract language in the area of additional sick leave and long-term disability coordination to their respective bargaining teams for negotiations to be implemented in the 2012-13 fiscal year. Any agreed upon changes by the Parties to contract language in this area shall be reduced to writing and shall be subject to review and ratification by both the CSEA Chapter 180 membership and the Palo Verde Community College Board of Trustees.

For The California School Employees Association, Chapter 180

Richard M. Soto Jr. [Print Name]	[Sign Name]
Suzanne D. Woods [Print Name]	[Sign Name]
Jonathan Martin [Print Name]	[Sign Name]
Denise Taylor [Print Name]	[Sign Name]
Dale Wissman [Print Name]	[Sign Name]

For Palo Verde Community College District

KAY RAGAN [Print Name]	[Sign Name]
Russi Egan [Print Name]	[Sign Name]
Debbie Mitchell [Print Name]	[Sign Name]

TENTATIVE AGREEMENT

Article 10
GRIEVANCE PROCEDURE

Section 1. Purpose

The purpose of this Article is to provide a procedure for the processing of grievances pertaining to a dispute, which is defined in Section ***10.2*** ~~10.2.1.~~

Section 2. Definitions - [Status Quo]

Section 3. Level I - Informal Resolution - [Status Quo]

Section 4. Level II - Formal Written Procedures - [Status Quo]

Section 5. Level III - Appeal to the Superintendent - [Status Quo]

Section 6. Level IV - Mediation - [Status Quo]

Section 7. Level V - ~~Advisory~~ ***Binding*** Arbitration

If the grievant or the District is unwilling to accept the recommended resolution submitted by the mediator under Level IV or the parties do not participate in mediation under Level IV, CSEA may forward a written request for ~~advisory~~ ***binding*** arbitration to the State Conciliation Service, with a copy to the Superintendent, within 15 days of the mediation session held pursuant to Level IV or within 15 days after receipt of the Superintendent's decision under Level III if the parties determine not to participate in Level IV procedures.

Section 8. Selection of ~~Advisory Arbitration~~ ***Binding Arbitrator***

The parties shall request the California State Conciliation Service to provide a list of five names of persons experienced in arbitration. Upon receipt of such list, each party shall alternately strike names until only one name remains. The remaining name shall be the ~~advisory~~ ***binding*** arbitrator. The order of the striking shall be determined by lot.

Section 9. Expenses of ~~Advisory~~ ***Binding*** Arbitrator

The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and CSEA. All other expenses shall be borne by the party incurring them. ***With the exception of the cost of the preparation of the official transcript of the hearing, which shall be***

borne by the District as explained in Article 10.10(E) above, all other costs will be borne by the party incurring them.

Section 10. Conduct of Hearing

The arbitrator shall, as soon as possible, hear evidence and render a ***decision*** ~~written recommended award to the Board of Trustees~~ regarding ***the merits*** of the submitted grievance.

A. The arbitration hearing shall occur within the geographic confines of the District unless another location is mutually agreed to by the parties and the arbitrator.

B. Notification of the time and location of the hearing shall be provided by the arbitrator to the parties or to their representatives no less than 15 days prior to the scheduled hearing. Either party may object to the scheduled arbitration date in the event a conflict exists.

C. Both parties shall notify the other party of witnesses to be presented at the arbitration hearing.

D. No documentary evidence may be presented at the arbitration hearing, which has not been disclosed to the other party at least five days prior to the hearing.

E. An official transcript of testimony and a record of exhibits shall be prepared at the hearing.

Section 11. Authority of ~~Advisory~~ ***Binding*** Arbitrator

A. The arbitrator's decision shall be final and binding upon the parties hereto, and shall be in writing and shall set forth his/her findings of fact, his/her reasoning, conclusions, and remedy. The arbitrator's authority shall be limited to deciding the issues submitted by the parties, and the arbitrator shall have no power or authority to add to, subtract from, alter, delete, amend, or modify the terms of this Agreement or the written policies, rules, regulations, and procedures of the District. In the event the issue of arbitrability is raised, it shall first be submitted to the arbitrator, prior to a consideration, if any, of the merits.

~~The arbitrator is limited to the terms of the grievance and this Agreement and shall not add to, subtract from, modify, vary, or alter the terms or conditions of this Agreement. The arbitrator shall limit his award strictly to the interpretation or application of the express provisions of this Agreement, and the arbitrator shall have no authority to interpret the provisions of local, state or federal rules, regulations, statutes, guidelines, or judicial precedents.~~

B. The arbitrator is without power or authority to make any award which requires the commission of an act prohibited by law or which is violative or contradictory to the express terms of this Agreement.

Article 10.11(C) does not comply with recent rulings on this topic.

~~C. No arbitration shall occur where another administrative, judicial or legal body, tribunal, agency, or forum exists which may or could have resolved the allegations contained within the grievance. i.e., Public Employment Relations Board.~~

C. ~~D.~~ The arbitrator shall render a written award which shall be served upon both parties via certified mail, return receipt requested. The award shall set forth the arbitrator's findings of fact, reasoning, and conclusions on the questions submitted for arbitration.

~~Section 12. Level VI - Review by Board of Trustees~~

~~A. Either party to the arbitration proceeding may appeal the arbitrator's recommended award to the Board of Trustees. Such appeal shall be filed in writing within 20 days of the date of service of the arbitrator's award.~~

~~B. The Board of Trustees shall consider any appeal in closed session. Prior to the rendering of its decision, the Board shall review written briefs prepared by the parties. Each party shall be permitted to make a brief oral argument to the Board of Trustees prior to the issuance of its written decision.~~

~~C. The decision of the Board of Trustees regarding the resolution of the grievance shall be final and binding upon the parties.~~

Section ***12*** ~~13~~. General Provisions

A. Any grievant who desires to have a grievance adjudicated under this procedure must pursue an Informal Resolution (Level I) within 15 days of the date he or she has knowledge of the act or omission giving rise to the grievance, or within 15 days of when the unit member could have reasonably known of the event. Any grievance not properly pursued within the time lines set forth herein shall be deemed to have been waived and may not be considered under any section of this Article.

B. If a grievance arises from action or inaction above the level of an immediate supervisor, or impacts multiple employees in different departments, the grievant may (subject to the applicable time limits) submit the grievance in writing to the Superintendent immediately at Level III.

Re-lettering begins here.

C. Time guidelines set forth in this grievance procedure may be extended by mutual consent of the grievant and the District.

D. ***The time limits contained herein are considered maximum time limits; however, time limits may be extended by mutual agreement. In the event the grievant fails to meet a time limit, such failure shall constitute a waiver of the grievance.*** ~~Any grievance not appealed to the next step of the procedure within the prescribed time limits shall waive be considered settled on the basis of the answer given at the preceding step.~~ If a decision is not given to the grievant within the time limits specified herein, an appeal may be taken to the next level.

E. The failure of the grievant to respond to reasonable conference opportunities within the time lines specified herein shall terminate the grievance.

F. By mutual consent of both parties steps in this procedure may be omitted.

G. ***In the event the grievant is not CSEA***, the District shall not agree to the resolution of any grievance ***with an individual employee(s)*** until CSEA has received a copy of the grievance and its proposed resolution and has been given the opportunity to file a response.

H. A grievant may withdraw a grievance at any time.

I. Affected unit members shall be granted reasonable periods of release time to investigate and process grievances.

J. Action by a unit member to challenge or change the provisions of this Agreement or the policies of the District is not within the scope of the grievance procedure.

For The California School Employees Association, Chapter 180

Richard M. Soto Jr. [Print Name]	[Sign Name]
Suzanne P. Woods [Print Name]	[Sign Name]
Jonathan Martin [Print Name]	[Sign Name]
Denise Taylor [Print Name]	[Sign Name]
Dale Wissman [Print Name]	[Sign Name]

For Palo Verde Community College District

Kay RAGAN [Print Name]	[Sign Name]
Russi Egan [Print Name]	[Sign Name]
Debbie Mitchell [Print Name]	[Sign Name]

TENTATIVE AGREEMENT

Article 11
DISCIPLINARY PROCEDURES

Section 1. General Provisions – [Status Quo]

Section 2. Disciplinary Procedure – [Status Quo]

Section 3. Pre-disciplinary Procedures – [Status Quo]

Section 4. ***Notice of Discipline and Right to Evidentiary*** Hearing ~~Procedures~~

A permanent classified employee may be considered for suspension, demotion, or dismissal, by the Board on the recommendation of the Superintendent/President initiated by the Superintendent/President's filing with the Board and serving upon the effected employee a notice of disciplinary action.

Capitalized "Notice of Disciplinary Action inserted.

A. The **N**otice of **D**isciplinary action ***and Right to Evidentiary Hearing*** shall contain the following:

1. A clear and concise statement of the specific acts and/or omissions upon which the action is based.

2. A statement of the cause for the action.

3. If it is claimed that the employee has violated a rule or regulation of the District, a statement of the rule or regulation.

4. A statement of the action taken.

5. A statement that the employee has a right to a hearing on the charges.

6. A card or paper, signing and filing of which shall constitute a demand for an ***evidentiary*** hearing ~~and a denial of all charges~~. The employee shall have the right to file notice of defense setting forth any matters which he/she desires or feels appropriate.

B. If the employee desires a hearing on the disciplinary action, the

written request must be filed with the Secretary of the Board of Trustees within ~~five (5) calendar~~ ***ten (10) working*** days after service of the written notification to the employee. Failure of the employee to file a timely request shall constitute a waiver of the right to a hearing.

C. If the employee fails to file a timely request for a hearing, the decision of the Board of Trustees shall be final and conclusive.

D. If the employee files a timely request for a hearing, the Board of Trustees shall conduct a full evidentiary hearing at a designated time and place within a reasonable time after receipt of the request from the employee. The Board may appoint ~~an~~ a ***competent hearing officer of its choosing and at its own expense*** ~~Advisory Arbitrator~~ to hear the matter and recommend a decision to the Board as hereinafter provided. The employee shall be given at least ten (10) calendar days notice of the time and place of the hearing unless such notice is expressly waived in writing by the employee.

E. The hearing shall be conducted in the manner most conducive to determination of the truth, and the Board of Trustees and the hearing officer shall not be bound by technical rules of evidence. Decisions made shall not be invalidated by a non-prejudicial error in the procedure. The Board or the hearing officer shall determine the relevancy, weight and credibility of testimony and evidence, and shall base findings on the preponderance of evidence.

F. Each side shall be permitted an opening statement and closing argument. The witnesses and evidence to sustain the charges, and employee may then present witnesses and evidence in rebuttal. Each side will be allowed to examine and cross-examine witnesses.

G. The Board of Trustees or the hearing officer may, prior to or during a hearing, grant a continuance for any reasons believed to be important to the reaching of a fair and proper decision.

H. ***The Hearing Officer's decision shall be advisory and in writing***

Jonathan Martin
[Print Name]

[Sign Name]

Denise Taylor
[Print Name]

[Sign Name]

Dale Wissman
[Print Name]

[Sign Name]

For Palo Verde Community College District

Kay RAGAN
[Print Name]

[Sign Name]

Russi Egon
[Print Name]

[Sign Name]

Debbie Mitchell
[Print Name]

[Sign Name]

TENTATIVE AGREEMENT

Article 13
IMPLEMENTATION & DURATION OF AGREEMENT

Section 1. Agreement – [Status Quo]

Section 2. Recognition

The District recognizes the CSEA as the exclusive bargaining agent for all full and part-time classified employees of the District, including those in categorically funded programs of indeterminate duration, and excluding those employees who are designated by the Board as Confidential, Management or Supervisory. CSEA acknowledges its obligation to represent all members of the bargaining unit, ***including*** ~~whether or not~~ any individual or individuals ***in the CSEA classified bargaining unit who are service fee payers or conscientious religious objectors.*** ~~dues-paying members of CSEA~~. The District shall continue its recognition of CSEA as exclusive bargaining agent until CSEA is decertified in accordance with Article 5 of Chapter 10.7 of the Government Code.

Section 3. Interim Negotiations – [Status Quo]

Section 4. Term of Agreement

~~The~~ ***This*** collective bargaining agreement between the parties is ***effective from July 1, 2012 through June 30, 2015***. ~~amended and extends from July 1, 2010 to June 30, 2012~~.

Section 5. Openers

The parties agree that there will be ~~a~~ ***two*** reopener***s*** during the term of this agreement limited, however, to negotiations over ***salaries and*** health and welfare ***benefits*** ~~plan offerings~~ ***and one article each*** in the ***2013-14 and 2014-15*** ~~2011-2012~~ fiscal year***s***. ~~due either to a change in health insurance benefit providers or a change in the plans offered by REEP~~.

For The California School Employees Association, Chapter 180

Richard M. Soto Jr. [Print Name] [Sign Name]

Suzanne Woods [Print Name] [Sign Name]