

STAFF  
COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
CALIFORNIA COLLEGE OF THE ARTS  
and  
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021

June 8, 2022

To

June 30, 2025



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## ARTICLE 1. RECOGNITION OF THE UNION AND COVERAGE OF THE COLLECTIVE BARGAINING AGREEMENT

### A. Recognition of the Union

California College of the Arts recognizes Service Employees International Union Local 1021 as the exclusive representative for purposes of collective bargaining concerning wages, hours, and working conditions for the following unit of employees of the College:

All full-time and part-time CCA staff employed by the Employer at its campus located at 5212 Broadway in Oakland, California, its campus located at 1111 Eighth Street in San Francisco, California, and its campus located at 360 Kansas Street in San Francisco, California;

Excluding all other employees, ranked and unranked faculty and other instructional employees, temporary employees, volunteers, interns, student employees, guards, confidential employees, managerial employees, and supervisors as defined in the Act.

### B. Coverage by the Collective Bargaining Agreement

Positions Covered by the Agreement. Appendix A contains a list of the position titles currently used at the College that are covered by this Agreement as of the effective date of the Agreement. New position titles which are substantially similar are also covered. When the College creates any such position title, it will notify the Union and meet with the Union to resolve any disputes over the application of this Agreement to that position title.

Other Locations: Whenever any staff member with a position title covered by this Agreement is assigned to work in that position title at a location not set forth in Section A above, the position will be covered by this Agreement.

## ARTICLE 2. TEMPORARY, FIXED TERM AND 9.5 MONTH POSITIONS

**Temporary employees** are those staff who are hired for a period of less than six (6) months. Temporary employees are not covered by this Agreement.

**Fixed term employees** have an anticipated employment start and end date that is specified in writing at time of hire. Fixed term positions are used for grant or externally-funded positions; for an extended leave of absence of a staff member; and for projects or specific work needs that have pre-defined end dates. Fixed term positions will be identified as such when they are posted. Fixed term employees are covered by the Agreement except for the layoff and severance provisions.

**Pilot Program on 9.5 month Positions:** Existing positions that provide a 9.5-month work schedule during the academic year and excluding summer work shall continue to receive the same health and retirement benefits of full-time employees; accrue vacation and sick time based on time worked per pay period paid within the 9.5 months; and advance in vacation accrual on their anniversary date. No unit employees will be involuntarily transferred into these positions. Employees holding such positions may volunteer to work outside their assigned 9.5-month schedule and if so assigned, will be paid no less than their regular hourly rate for such work and may be eligible for the premium for working in higher classification and other premiums. The College will attempt to provide at least ten business





days' notice of any such voluntary work and will pay for not less than one workday at a time. In March 2023, the Union and the College shall meet to negotiate over continuation, termination, or revision of the program.

### **ARTICLE 3. SCOPE OF AGREEMENT**

This Agreement in the form mutually executed by the parties constitutes the sole and exclusive record of agreements reached between the College and the Union. Each party hereby affirms that it had full opportunity to bargain collectively as to any and all lawful subjects of collective bargaining. Therefore, neither party shall attempt to compel the other to bargain collectively on any or all subjects of collective bargaining applicable to the period of this Agreement. Each party acknowledges that the other party has no other obligation to grant any request to bargain on such subject.

### **ARTICLE 4. SAVINGS CLAUSE**

It is hereby declared to be the intention of the parties to this agreement that the parts (sections, paragraphs, sentences, clauses and phrases) of this Agreement comply with applicable law, and are separable. If any part of this Agreement is found to be invalid because of conflict with applicable law, such invalidity will not affect the remaining parts of this Agreement, and the parties will meet to negotiate a substitute provision.

### **ARTICLE 5. TERM OF AGREEMENT**

This agreement becomes effective as of June 8, 2022 and will continue in full force and effect until June 30, 2025. Thereafter, it will automatically renew itself and continue in full force and effect from year to year unless, at least sixty (60) days prior to June 30, 2025 or at least sixty (60) days prior to any subsequent anniversary date thereafter, either party gives written notice to the other of its desire to terminate or make changes in this Agreement.

### **ARTICLE 6. NO STRIKE/NO LOCKOUT**

During the term of this Agreement, neither the Union nor any bargaining unit employees will engage in a strike, picketing, slow-down, or stoppage, nor shall the College lock out the employees. Violations of this provision may constitute just cause for discipline up to and including discharge.

### **ARTICLE 7. MANAGEMENT RIGHTS AND FUNCTIONS OF THE COLLEGE**

Except as specifically expressed in writing in this Agreement, nothing shall in any way limit or be deemed to limit the College in its exercise of management rights and functions, all of which are vested exclusively in the College, including the following:

- The determination, modification, direction, control and implementation of the College's mission, strategic plan, goals, resources, and priorities; the College's budgets, budget savings and/or plans for increased efficiency; the College's academic calendar during which courses and services will be provided to students; and the purpose, size, number and location of academic and other programs and departments of the College;



- The determination, modification, direction, control and implementation of the College's rules and procedures for its operations;
- The determination, modification, direction, control and implementation of the qualifications, skills, responsibilities, assignments and standards of performance and conduct for all employees of the College;
- The determination, modification, direction, control and implementation of courses and educational services for students;
- The determination, modification, direction, control and implementation of decisions of which categories of faculty and of which individual faculty members will deliver courses and educational services for students;
- The determination, modification, direction, control and implementation of student recruitment, admission, academic evaluation and regulation of conduct;
- The determination, modification, direction, control and implementation of the methods of operation and of organization of the work of the College, including instructional approaches and methods for courses and other educational services for students;
- The determination, modification, direction, control and implementation of decisions for the expansion or contraction of the College's educational services and of administrative services, generally, and specifically within any department, activity or function of the College;
- The determination, modification, direction, control and implementation of appropriate staffing levels of any group of College employees generally, and specifically within any College department, activity or function;
- The determination, modification, direction, control and implementation of decisions to hire, promote or demote, and employ, continue or discontinue to employ, or to transfer, reassign, or relieve from duty, employees of the College;
- The determination, modification, direction, control and implementation of the construction, removal, specification and acquisition of facilities, apparatus, equipment or other materials; and
- The determination, modification, direction, control and implementation of the use and identity of suppliers, vendors, external support, independent contractors, and sub-contractors.

The above summary of the exclusive rights and functions of the management of the College is not exhaustive and does not exclude any normal or customary management rights or functions. The exercise, or non-exercise, of any rights or functions of management shall not limit or serve as a waiver.





The exercise by the College of the rights of management of the College shall not be subject to any claim by the Union or by any covered staff member in any legal proceeding, grievance or arbitration, unless the exercise by the College violates a specified express written provision of this Agreement.

## ARTICLE 8. EFFECTS BARGAINING

**Campus Consolidation:** During the term of this Agreement, the College may exercise its right to close the Oakland campus and unify operations in San Francisco. All provisions of the Agreement shall apply to the unified campus during and after the process of unification. The Union may request effects negotiations over the impact of campus unification on the application of the Agreement to the terms and conditions of employment for members of the bargaining unit at the unified campus. An occupied position for which the primary location changes during Campus Unification shall not be considered vacant and shall not require posting.

In addition to Campus Consolidation and Layoffs, the College will meet with the union upon request for effects negotiations if 1) staffing levels in the bargaining unit decrease through attrition or otherwise by 10% or more within an academic year or 2) departments are reorganized resulting in substantially increased workloads of 10% or more of the unit employees.

Any agreements reached during effects negotiations will be recorded in a Side Letter to this Agreement. Unresolved issues shall be resolved in the grievance procedure.

## ARTICLE 9. UNION SECURITY AND CHECKOFF

A. Effective beginning September 1, 2022, each staff member covered by this Agreement, who does not voluntarily acquire and maintain membership in the Union, shall be required as a condition of continued employment to pay to the Union each month in which the staff member is employed, beginning no later than thirty-one (31) days after the beginning of work, an agency fee (a service charge as a contribution toward the cost of administration of this Agreement and representation by the Union). The amount of such agency fee shall be determined by the Union in accordance with applicable law, as percentage of full dues uniformly required to be paid as dues and initiation fees by those who choose to become members of the Union.

B. Payment of union dues or agency fees, voluntary contribution to the SEIU Local 1021 Committee on Political Education (COPE), or contributions to a charitable organization selected from a list approved by the College and the Union may be made by all staff members via the check-off procedure provided by this Article. It is agreed that the College shall assume no financial or other obligation arising out of the provisions of this Article, and the Union hereby agrees that it shall indemnify and hold the College harmless from any claims, actions, or proceedings by a staff member arising from the College's actions in accordance with this Article.

C. Each payday that the staff member receives a paycheck, the College shall, during the term of this Agreement, deduct a sum of dues or fees owed to the Union for the month covered by that paycheck and authorized under federal labor law, provided the staff member has furnished the College a written assignment executed in accordance with the law. The Union will provide the College a suitable form for the authorization of this payroll deduction and the College will include that form with their hire paperwork. If the staff member has not submitted the authorization form by the time of their first paycheck, the deduction shall be made twice from their second paycheck.





D. The College shall remit the dues or fees to the Union along with a list of members and agency fee payers within the first ten (10) working days of the month following the month of collection.

#### **ARTICLE 10. UNION ACCESS**

It is to the mutual benefit of the Union and the College that the Union timely communicate with the staff covered by the Agreement.

To that end and for that purpose, the College provides the Union with privileges of access to distribute Union information to the staff members' College physical and electronic mailboxes and to bulletin boards and walls that are designated in writing by the College Associate Vice President of Human Resources within sixty days of ratification, after an opportunity for discussion in Joint Labor Management Committee.

To that end and for that purpose, the College permits privilege of physical access for campus meetings and events for Union stewards and other Union representatives at reasonable times and places, provided an appointment is made in advance with the office of associate provost, except that no appointment is necessary for meetings with staff, only.

Within sixty days of ratification, the Union will in writing designate the number and names of stewards and the designated program or geographical areas for each steward, after an opportunity for discussion in Joint Labor Management Committee.

To maintain access privileges, Union access must be utilized in order for the Union to communicate with the staff covered by the Agreement and must be compliant with College rules and regulations of general application, and not contrary to policies against harassment and discrimination. Disagreements shall be first discussed at the Joint Labor Management Committee and if not resolved, in the grievance-arbitration procedure.

#### **ARTICLE 11. BARGAINING UNIT INFORMATION**

No later than 21 days after ratification and on the first day of each quarter thereafter, the College will electronically provide to the Union a list of staff who are employed within the scope of Article 1, Recognition and Coverage.

In electronic format, the College will provide name; date of hire; primary program or department codes; College identification number; classification; rate of pay; College email address; home address; home phone; personal email; and benefit status.

#### **ARTICLE 12. EMPLOYEE ORIENTATION**

The Office of Human Resources shall provide an orientation session for all new bargaining unit staff members which will take place in pay status during regular working hours. The session may be virtual or in person/on campus.

Human Resources provides the Union with at least five (5) days email notice of the session with a list of the expected new hire(s) who will attend.



A Union representative may join the orientation session at a time mutually agreed upon between the Union and HR. The Union shall have the opportunity without the presence of HR to provide new unit members with a copy of this Agreement, member and agency fee information and payroll deduction forms, and any other union written information and to meet with the new staff members for up to 30 minutes. If the Union representative is unable to attend, HR will provide the Union documents to the new employees if the Union requests. One designated union steward may be released from work duties to conduct the orientation in pay status.

### **ARTICLE 13. PERSONNEL FILES**

Each staff member's personnel file is electronically stored by Human Resources. The personnel file contains materials such as employment and payroll information; job descriptions; records of disciplinary actions (record of oral warning; written warning, and suspension), termination and layoff; and benefits information. Medical information is stored separately.

Staff members may virtually or in person review their personnel file by appointment with Human Resources within 15 business days of written notice and may obtain copies of any documents contained within the personnel file. A union representative chosen by the employee may accompany the employee in this review.

If the employee wishes to respond to any document in the file, the staff member may place a signed and dated memo in the file.

### **ARTICLE 14. EMPLOYMENT POLICIES**

#### **A. Equal Employment Policy**

CCA is an equal-opportunity employer and educational institution. CCA prohibits unlawful discrimination based on sex (including gender), race, color, religion, religious creed, age (over 18 years), mental or physical disability, medical condition as defined by law, national origin, ancestry, marital status, veteran status, sexual orientation, gender identity or expression, and any other factor made unlawful by federal, state, or local law, including participation or non-participation in union activities. CCA's commitment to equal opportunity employment applies to all persons involved in the operations of the college and prohibits unlawful discrimination by any employee of the college.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with disabilities, the College will provide reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual who is an applicant or an employee, unless undue hardship for the college would result.

Any applicant or employee who requires or requests an accommodation in order to perform the essential functions of their job should be directed to the associate vice president of human resources to request and document the need for such an accommodation. The College will assess the request and if the accommodation is supported and is reasonable as determined by the College, and will not impose an undue hardship, the College will make the accommodation. The College may also propose alternative accommodation(s).





## **B. Procedure to Assist in Implementation of the Equal Employment Policy-Discrimination or Retaliation**

If an employee believes that they have been subjected to any form of discrimination or retaliation, they should submit a written complaint to HR. The employee may choose to submit a copy of the employee's complaint to the designated representative of the Union and if so, shall notify HR in writing that they have done so. The complaint should be specific and include the names of the individuals involved as well as the names of any witnesses. CCA will, in all appropriate cases, immediately undertake an effective, thorough, and objective assessment. CCA will consider the privacy and confidentiality of all parties involved. If the College determines that unlawful discrimination has occurred, effective remedial action will be taken. Appropriate action will also be taken to deter any future discrimination. Whatever action is taken will be made known to the complaining employee in general form. The College will not retaliate against an employee for filing any good-faith complaint and will not knowingly permit retaliation by management, coworkers, or other employees. A staff member has the right to have union representation present during any investigatory meetings which may reasonably lead to discipline. The employee may request a support person from either the Union or the College at their option to attend the interview with the Human Resources.

Local 1021 and CCA each commits that its representatives will not engage in discrimination or retaliation of employees of the College, based upon participation or non-participation in union activities.

In addition to the College's internal reporting procedure for unlawful discrimination, employees should be aware that the federal Equal Employment Opportunity Commission (EEOC) and the California Department of Fair Employment and Housing (DFEH) investigate reports of unlawful discrimination in employment. Employees who believe that they have been discriminated against may file a report with the EEOC within 300 days of the conduct or with the DFEH within one year of the conduct. You may contact the nearest office of the EEOC or DFEH:

Equal Employment Opportunity Commission  
Oakland Federal Building, North Tower  
1301 Clay Street, Suite 1170N  
Oakland, CA 94612-5217  
510.637.3230  
800.699.4000

Equal Employment Opportunity Commission  
450 Golden Gate Avenue  
5 West, P.O Box 36025  
San Francisco, CA 94102-366  
800.669.4000  
415.522.3415

Department of Fair Employment and Housing  
Elk Grove District Office  
2218 Kausen Drive, Suite 100  
Elk Grove, CA 95758





916.478.7251

Department of Fair Employment and Housing  
Bay Area Regional Office  
39141 Civic Center Drive, Suite 250  
Fremont, CA 94538  
510.789.1085

### **C. Prohibition of Unlawful Harassment**

In accordance with applicable law, CCA prohibits sexual harassment and other harassment based on sex (including gender), race, color, religion, religious creed, age (over 18 years), mental or physical disability, medical condition as defined by law, national origin, ancestry, marital status, veteran status, sexual orientation, gender identity or expression, and any other factor made unlawful by federal, state, or local law, including participation or non-participation in union activities. The College is committed to taking all reasonable steps to prevent harassment.

The law defines sexual harassment as unwanted sexual advances, requests for sexual favors, or visual, verbal, or physical conduct of a sexual nature when: (1) submission to such conduct is made a term or condition of employment; (2) submission to or rejection of such conduct is used as a basis for employment decisions affecting the individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile, or offensive working environment.

Federal law, referred to as "Title IX", protects college students and other college community members from sexual misconduct. The College will notify the union of intake and other procedures that will govern Title IX reports related to students and others.

This definition includes many forms of offensive behavior, including, but not limited to: unwanted sexual advances; offering employment in exchange for sexual favors; making or threatening reprisals after a negative response to sexual advances; visual conduct such as leering, making sexual gestures, or displaying pornographic objects, pictures, cartoons, or posters; verbal sexual advances or propositions; verbal abuse of a sexual nature; graphic verbal commentary about an individual's body; sexually degrading words to describe an individual; suggestive or obscene letters, notes, or invitations; or physical conduct such as touching, assault, or impeding or blocking movements.

Employees should bear in mind that CCA is an art college and, as part of its curriculum and functions, nude models and artistic renderings of nude figures, in appropriate context, may be exhibited on campus.

Sexual harassment by any CCA employee is forbidden whether it involves coworkers, supervisors, managers, faculty, students, or persons doing business with or for the college.

Within the Joint Labor Management Committee, the College may request consultation on ways that the union and College may mutually cooperate in support of this policy.



#### **D. Procedure to Assist in Implementation of the Policy against Unlawful Harassment**

If an employee believes that he or she has been subjected to any form of harassment, s/he should submit a written complaint to the associate provost. The employee may choose to submit a copy of the complaint to the designated representative of the Union and if so, shall notify the Associate Provost in writing that s/he has done so. The complaint should be specific and include the names of the individuals involved as well as the names of any witnesses. CCA will, in all appropriate cases, immediately undertake an effective, thorough, and objective assessment. CCA will consider the privacy and confidentiality of all parties involved. If the college determines that unlawful harassment has occurred, effective remedial action will be taken. Appropriate action will also be taken to deter any future harassment. Whatever action is taken will be made known to the complaining employee in general terms. The College will not retaliate against an employee for filing any good-faith complaint and will not knowingly permit retaliation by management, coworkers, or other employees.

In addition to the College's internal reporting procedure for unlawful harassment, employees should be aware that the federal Equal Employment Opportunity Commission (EEOC) and the California Department of Fair Employment and Housing (DFEH) investigate reports of unlawful discrimination and harassment in employment. Employees who believe that they have been discriminated against or sexually harassed may file a report with the EEOC within 300 days of the conduct or with the DFEH within one year of the conduct. Employees may contact the nearest office of the EEOC or DFEH:

Equal Employment Opportunity Commission  
Oakland Federal Building, North Tower  
1301 Clay Street, Suite 1170N  
Oakland, CA 94612-5217  
510.637.3230  
800.699.4000

Equal Employment Opportunity Commission  
450 Golden Gate Avenue  
5 West, P.O Box 36025  
San Francisco, CA 94102-366  
800.669.4000  
415.522.3415

Department of Fair Employment and Housing  
Elk Grove District Office  
2218 Kausen Drive, Suite 100  
Elk Grove, CA 95758  
916.478.7251

Department of Fair Employment and Housing  
Bay Area Regional Office  
39141 Civic Center Drive, Suite 250  
Fremont, CA 94538  
510.789.1085



## **E. Policy Prohibiting Close Personal Relationships in Teaching, Mentoring, and Supervisory Activities**

The College is committed to maintaining a learning and working environment that is free from unlawful harassment and discrimination, and also from the potentially adverse effects that can arise from close personal relationships in the course of teaching, mentoring and supervisory activities, including those involving students. The following Policy is intended to prevent situations from arising in which violations of the Equal Employment Policy can occur and in which perceptions of such violations can arise.

Such relationships at the College may interfere with the ability of the teacher, mentor and supervisor to act fairly and without favoritism or may contribute to the perception of favoritism. Except where explicit approval has been obtained in writing from the provost, no person who provides teaching, mentoring or supervisory functions at the College may participate in a close personal relationship with an individual who is a member of the College community for whom that person provides, or may (by virtue of college-permitted or-assigned position or functions) reasonably be expected in the future to provide teaching, mentoring or supervision.

“Supervision” includes grading or other academic evaluation, tutoring for pay, job evaluation, hiring decisions and those pertaining to promotion, the direct setting of salary or wages, and the determination of internship, educational, or employment opportunities, references or recommendations. A “supervisor” is anyone who oversees, directs or evaluates the work of others, including, but not limited to managers, administrators, coaches, directors, deans, chairs and advisors.

“Close personal relationships” include marriage, domestic partner, dating, sexual and similar close personal relationships, even if they are consensually undertaken. “Close personal relationships” do not include the usual and customary socializing at the College of teacher-student; mentor-mentee; supervisor-employee; faculty member-graduate student; co-workers; and supervisor-student employee.

Within Joint Labor-Management Committee, the College may request consultation on ways that the Union and College may mutually cooperate in support of this policy.

## **F. Policy against Workplace Violence**

This policy is to aid in the protection of staff members from violence and threats of violence in respect to their work at the College. This policy is also to regulate the behavior of staff, prohibiting them from engaging in violence and threats of violence in respect to their work at the College and soliciting their cooperation in informing the College of behavior by others that is violent or threats of violence.

CCA and Local 1021 each recognizes that violence in the workplace is a growing problem nationwide that necessitates a firm, considered response from employers. The costs of workplace violence are great, in both human and financial terms. Since the safety and security of College employees is of vital importance, acts or threats of physical violence, including intimidation, harassment, and/or coercion, that involve or affect the College or that occur on College property will not be tolerated. This prohibition against threats and acts of violence applies to all persons involved in the operation of the College, including, but not limited to, College personnel, contract and temporary workers, and anyone





else on College property. Violations of this policy by any individual will lead to disciplinary and/or legal action as appropriate.

Workplace violence is defined as any conduct that is sufficiently severe, offensive, or intimidating to cause an individual to reasonably fear their personal safety or the safety of their family, friends, and/or property such that employment conditions are altered or a hostile, abusive, or intimidating work environment is created for one or several College employees.

Employees who believe that threats or acts of violence have been made in respect to College functions, should immediately report the details of the incident(s) to their supervisor, the Associate Vice President of Human Resources, and/or the director of public safety. Rapid decisions may be needed to prevent a threat from being carried out, a violent act from occurring, or a life-threatening situation from developing. No existing College policy or procedure should be interpreted in a manner that delays or prevents this from occurring.

Within the Joint Labor-Management Committee, the College and the Union will periodically consult on ways that they may mutually cooperate in support of this policy.

#### **ARTICLE 15. POSITION POSTING AND FILLING OF VACANCIES**

All bargaining unit vacancies shall be posted on the college website. Vacancies shall be posted on the internal facing page of the College website for a period not less than seven (7) calendar days before posting on the external facing page of the website for an additional seven (7) calendar days for a minimum of fourteen (14) days total. Postings shall include the title, division or department, location, remote status if applicable, rates of pay, work schedule, special qualifications required if any, and job description. Internal applicants who meet the minimum qualifications for the vacancy shall have a finalist interview for the position, if finalist interviews are held. If multiple candidates have similar qualifications and skills, the position shall be awarded to the more senior employee.

#### **ARTICLE 16. HEALTH & SAFETY**

The College and the Union are committed to providing a safe working environment for all bargaining unit employees. To that end, the parties agree that the College shall provide employees with safe working conditions and workplace protections, and shall comply with applicable OSHA standards and other applicable state or federal regulations governing workplace safety. The College will comply with all such state and federal laws and regulations regarding health and safety.

#### **ARTICLE 17. HOURS OF WORK**

CCA offices and services vary in their hours and days of operation, but many are normally open for business 8 a.m.–4:30 p.m., Monday through Friday. The regular workweek for many but not all employees is Monday through Friday.

Supervisors assign individual work schedules, and all employees are expected to arrive on time and to be ready for work at the start of their scheduled shift. Employees working in departments that are open outside of CCA's normal business hours may be assigned alternate, rotating, or flexible schedules. All other requests, including any for a flexible work schedule and for remote work



arrangements are subject to advance review and decision by the employee's supervisor and the associate vice president of human resources.

State wage and hour laws regulate policies regarding meal and rest periods for non-exempt employees. CCA provides a 15-minute rest period to be taken in the middle of each four-hour work period. The law requires that a half-hour unpaid meal period must be provided for every five-hour work period. All non-exempt staff members must take these rest and meal periods every day. If special circumstances prevent this from happening, they must, no later than the following work day, inform their supervisor, with copy to the associate vice president of human resources by email.

#### Payments of Premiums

All overtime pay, shift differentials, acting pay, and call-back pay that is payable under this Article will be paid to employees on the employee's regular pay check covering the dates the work was performed and itemized on the pay stub.

#### Overtime Rate

The overtime rate for non-exempt employees shall be one and one-half (1½) times the straight-time rate for work performed in excess of eight (8) hours in one day or forty (40) hours in one workweek. The above rates only apply to non-exempt employee positions identified in Appendix A.

#### Work Schedules

An employee's work schedule will not be permanently changed without advance notice of at least two workweeks and an opportunity for by mutual discussion. Supervisors will consider the need for employees to have the opportunity to rearrange personal and family schedules to accommodate permanent changes in the work schedule.

#### Shift Differentials

Non-exempt employees will be paid an additional 5% of their regular rate of pay for work assigned to be performed between the hours of 10pm and 6:00am. Employees will be paid an additional 5% of their regular rate of pay for work assigned to be performed between 6pm on Friday and 7am on Monday, except when the work is performed during those hours at the request of the employee. There will be no pyramiding of a shift differential premium.

#### Call-back Pay

Employees required to commute back to campus to perform work duties on their regular time off will be paid a minimum of two hours at their regular rate of pay for work performed outside their regular shift.

#### Acting in Higher Classification Pay

Employees will not be assigned to perform the predominant portion of the duties of a higher classification unless HR has approved in writing. When HR approves in writing, the assignment to do





so may be made and the Employee shall be paid at least a 5% premium over their current rate of pay or salary, except for work that is paid at the overtime rate.

#### **ARTICLE 18. SENIORITY**

The term "seniority" means the length of continuous service in position(s) covered by the Agreement.

Seniority shall not be terminated by an approved leave of absence or temporary layoff, but shall be bridged if the period is in excess of 3 months. Seniority shall be bridged in the event of re-hire within 12 months of leaving employment in a position covered by the Agreement.

Seniority shall be terminated by discharge for cause, voluntary resignation from a position covered by the Agreement and by failure to report for work within five (5) business days of recall from layoff.

#### **ARTICLE 19. DIVERSITY, EQUITY, INCLUSION, AND BELONGING**

In order to promote diversity, equity, and inclusion at the College, the Union and College members of the JLMC shall work with the Vice President of Diversity, Equity, Inclusion, & Belonging to attempt to agree on recommendations for education and training on diversity, equity, and inclusion. The College shall determine a training program to be delivered without cost to staff members during their work time.

#### **ARTICLE 20. JOINT LABOR-MANAGEMENT COMMITTEE**

During the term of this Agreement, representatives of the Union and of the College shall meet in person as the Joint Labor-Management Committee for the purpose of:

Providing the input of the staff to the Administration on College-wide matters of importance to staff members; establishing and maintaining effective and cordial labor relations; exchanging information; and resolving disagreements and preventing disagreements.

Prior to the start of each academic year, the Union and the College shall exchange in writing the names and the College employment positions, of three, but not more than four persons who for the academic year, will represent the Union and the College, respectively. The Union and the College shall also specify in writing which of the College employees shall serve as its Co-Chair; respectively. The Union staff person may also attend.

During the first semester of the first academic year of this Agreement, and thereafter when committee membership changes, the parties shall obtain joint committee training from the FMCS, sharing the cost thereof (if any) in an equal manner. All committee members and the Union field representative will attend the trainings. After the initial training, if either changes their committee designees or if the Union field representative changes, the newly-assigned representatives may attend the meetings provided they also attend the next scheduled FMCS training.





Each Co-Chair will submit to the other, a proposed agenda at least two weeks in advance of meetings. The Co-Chairs will confer to attempt to agree on the agenda for the meeting. Possible agreed-upon agenda items may be:

- (1) Training, professional development;
- (2) Health and safety matters that either party wishes to bring for discussion;
- (3) Opportunity for Local 1021 to provide the input of the staff to the Administration on College-wide matters of importance to staff members;
- (4) Opportunity for attendees to develop working professional relationships within the Joint Committee;
- (5) Opportunity for the Administration to solicit input for planning or other issues; and
- (6) Other matters agreed by the Co-Chairs to be on the agenda.

The Co-Chairs will agree upon meetings to be held at least 4 times each academic year, 2 times each semester, for up to two hours and, if the Co-Chairs mutually agree, for an additional hour. If the Co-Chairs mutually agree, up to two additional meetings per academic year and one meeting in summer may be held to discuss a specific agreed upon topic of importance. The union members on the committee may meet for an additional hour of prep time before each meeting.

The Labor-Management Committee will not engage in the handling of grievances or in collective bargaining.

## **ARTICLE 21. CLASSIFICATION MATTERS**

In the event that new positions titles are created that are not listed in Appendix A that are within the recognition and coverage provisions of the CBA, CCA will provide thirty (30) days written notice to the Union and suggest a rate of pay from among existing unit positions that is most comparable. The parties will confer to agree on the rate of pay; failing agreement, the Union may grieve a pay assignment that is unreasonable.

The College may reclassify additional exempt positions to non-exempt status prior to July 1, 2022 with notice to the union. The positions may be reclassified if and only if hourly pay rates are equivalent to the salary level for the same position. No employee will suffer loss of base pay as result of reclassification.

CCA will retain an outside service or consultant with an agenda to analyze and make recommendations on ways to simplify and rationalize CCA's staff unit positions and the corresponding classification and pay structure to promote pay transparency and equity.

CCA will confer with the Union in advance of defining the agenda so that the Union can suggest analyses that will pertain to future proposals by the Union for steps for longevity and clearer promotion opportunity. This study will be completed within twelve months of ratification, at which time the report will be provided to the Union. Thereafter, CCA and the Union will begin discussions so as to enable effective interim bargaining during summer 2024 on the subjects of classification ranges, steps, and pay for lowest paid positions.



## **ARTICLE 22. PERFORMANCE EVALUATIONS & PIP**

If the College revises its performance evaluation template, it will review with the union and consider its input.

If the College intends to present a PIP to a staff member, it will review with the union and consider its input.

## **ARTICLE 23. DISCHARGE AND DISCIPLINE**

Discipline and discharge of staff who are not in probationary status will be for just cause only. Staff shall be on probation for their first six months of employment with the College, during which time they shall not have recourse to the grievance procedure for discipline or discharge.

Discipline is a written warning and/or a suspension without pay, or an involuntary demotion by reason of either conduct or poor performance.

## **ARTICLE 24. JOB DESCRIPTIONS**

Each staff member who is newly hired into a position covered by the Agreement will receive a copy of or a link to an electronic copy of the job description for the position. A job description for each position covered by the Agreement is maintained by HR. The incumbent staff member and the Union may request a copy from HR. A staff member who believes that the job description is not accurate or complete may submit a request for an updated job description to Human Resources, with a copy to the supervisor. In case a disagreement of substance in the job description cannot be resolved by email, HR will notify the staff member, Union representative and supervisor of the availability of a conference to resolve the disagreement.

## **ARTICLE 25. LEAVES OF ABSENCE**

Leaves of Absence will be provided in accordance with this Article and the terms of applicable law. If Federal, State, or Local law requires a type of leave of absence beyond what is provided here, CCA shall provide that requirement. In the event that the Cities of San Francisco (and/or Oakland while CCA continues to operate in Oakland) adopt different local laws relating to leaves of absence, CCA will implement the stronger law for all employees.

A written notification on behalf of the College shall designate the anticipated dates of start and of return from leave. Depending on the length of the leave, seniority shall be bridged or continued as provided by Article 19, Seniority.

### **1. Jury Duty & Witness Duty Leave**

All regular staff members will receive regular base pay while serving up to 20 days jury or witness duty. The staff member may retain any mileage allowance or other fees paid by the court for jury services. Staff members who are eligible for this leave should submit their request through the College's approved time-off system or processes.



## **2. Bereavement Leave**

In the event of the death of a member of a staff member's immediate family (spouse, domestic partner, parent, grandparent, child [including an unborn child], stepchild, grandchild, sibling, or current in-law), the staff member may be absent with pay for up to five (5) workdays for each particular instance.

## **3. Voting Leave**

In the event an employee does not have sufficient time outside of working hours to vote in a statewide election, the employee may take off sufficient working time to vote. They should take this time off at the beginning or end of the regular shift, and when possible give their supervisor at least two days' notice. Staff members who are eligible for this leave should submit their request through the College's approved time-off system or processes.

## **4. Family-School Partnership Act**

This act allows parents, guardians, or grandparents who have custody of their children/grandchildren to take up to 40 hours off from work each school year, but no more than eight hours in any month, as long as they give their employer reasonable advance notice. Staff members are required to use accrued vacation leave or to take unpaid time off.

## **5. Personal Leave**

A personal leave of absence without pay may be granted at the College's discretion. Requests for personal leave should be limited to unusual circumstances that require an absence of longer than two weeks. Approved personal absences of shorter duration are not normally treated as leaves, but rather as excused absences without pay and are handled through the College's approved time tracking procedures. Staff members are required to use accrued vacation time while on personal leave.

## **6. Family & Medical Leave and Parental Leave**

Staff may be entitled to a leave of absence under the Family and Medical Leave Act ("FMLA"), the California Family Rights Act ("CFRA"), and San Francisco Paid Parental Leave in accordance with the requirements of applicable local, state and federal laws in effect at the time the leave is granted. Employees may elect to integrate payments under California Paid Family Leave or Pregnancy Disability Leave with accrued Vacation, Sick, or Sick Leave Bank time. Leave benefits will be granted as provided in the applicable laws. A detailed statement of leave requirements will be provided when a leave is requested.

Family Medical leave may be used for the following reasons:

- The birth of the employee's child, or placement of a child with the employee for adoption or foster care (FMLA/CFRA);
- For incapacity due to pregnancy, prenatal medical care or childbirth (FMLA only);
- To care for the employee's spouse, child, or parent who has a serious health condition (FMLA/CFRA);
- To care for the employee's registered domestic partner (CFRA only);





- For a serious health condition that makes the employee unable to perform his or her job (FMLA/CFRA).

### **7. FMLA Military Leave**

If called into active military service, enlist in the uniformed services, or attending yearly Reserves or National Guard duty, staff will be eligible to receive an unpaid military leave of absence. A staff member should bring their military service orders to the Human Resources Department for review prior to commencement of the leave.

### **8. Pregnancy Disability Leave**

A staff member disabled due to pregnancy, childbirth, or a related medical condition may take up to a maximum of four months' leave. Employees who take time off for pregnancy disability and who are eligible for family and medical leave will also be placed on family and medical leave when it runs at the same time as their pregnancy disability leave.

### **9. Rehabilitation Leave**

The College reasonably accommodates an employee who wishes to voluntarily enter and participate in an alcohol or drug rehabilitation program as provided by law. This accommodation may include time off without pay or an adjusted work schedule, provided the accommodation does not impose an undue hardship on the College.

### **10. Literacy Assistance**

Employees who require time off to participate in an adult education program for literacy assistance should inform a direct supervisor or the Human Resources Department. CCA will attempt to make reasonable accommodations by providing unpaid time off or an adjusted work schedule, provided the accommodation does not impose an undue hardship on the College.

### **11. Time Off for Victims of Domestic Violence, Sexual Assault or Stalking Leave and Accommodation**

Staff members who are victims of domestic violence, sexual assault and stalking are eligible for unpaid leave to the extent mandated by law.

### **12. Victims of Crime Leave**

An employee who is themselves a victim or who is the family member of a victim of certain serious crimes may take time off from work to attend judicial proceedings related to the crime or to attend proceedings involving rights of the victim.



### **13. Volunteer Civil Service Personnel**

No employee shall be disciplined for taking time off to perform emergency duty as a volunteer firefighter, peace officer, or emergency rescue personnel. An employee who is a volunteer firefighter, reserve peace officer or emergency rescue personnel is permitted unpaid time off, not to exceed fourteen (14) days per calendar year, for the purpose of engaging in fire, law enforcement or emergency rescue training.

### **14. Civil Air Patrol Leave**

No employee with more than 90 days of service shall be disciplined for taking time off to perform emergency duty as a volunteer in the California Civil Air Patrol. Up to ten (10) unpaid days of leave for duty may be taken each year.

### **15. Organ and Bone Marrow Donor Leave**

Staff employed for at least 90-days and who are donors for organ or bone marrow may take paid time off as follows:

- Employees may take up to 30 business days of leave in any one-year period for the purpose of donating an organ to another person. The one-year period is calculated from the date the employee begins his/her leave.
- Employees may take up to 5 business days of leave in any one-year period for the purpose of donating bone marrow to another person. The one-year period is calculated from the date the employee's leave begins.

### **16. Leave for Union Business**

At least 60 days prior to the start of a semester in which the leave will be taken, unless the parties agree otherwise, the Union may request the College to approve one staff member for unpaid leave of absence for employment with the Union for up to the equivalent of one semester.

## **ARTICLE 26. LAYOFF, RECALL, & SEVERANCE RIGHTS**

General: If in the judgment of the College, budgetary or operational considerations warrant an indefinite or permanent reduction in force within a College department, staffing levels will be reduced in accordance with this Article.

Selection: The College decides the department and job family in which permanent or indefinite layoff will take place. Within the department and job family that is designated, selection will be by seniority among staff who have the qualifications and skills for the remaining positions, with the least senior being laid off first.

Notice: The College will give the Union written notice of at least thirty days of the effective date of the layoff and the reasons for the layoffs, and will provide the Union with a simultaneous copy of the





written notice of layoff to the staff member. During the notice period, the parties will meet to bargain over the effects of the layoff, including consideration of alternatives to layoffs.

**Severance:** Staff members who have passed the probationary period will be entitled to receive a severance allowance on the date of permanent layoff in the amount of one week of base pay for each completed year of service up to maximum of 6 months, in addition to one month of continued eligibility for health plan coverage. Severance will be paid out within 72 hours of the effective date of permanent layoff.

**Re-employment Rights:** CCA will post all vacant or newly-created bargaining unit positions for which CCA is recruiting. Laid off staff members will retain re-employment rights for 12 months from the date of layoff. Laid off staff members will have fourteen days to apply.

If a laid off staff member who had three or more years of seniority has the qualifications and skills to perform the work of the available positions, the laid off staff member shall have preference for hire over other applicants except such other laid off staff members with greater seniority. If so employed, the reemployed staff member's vacation and sick pay accrual will be determined by the seniority provision of the Agreement. If the laid off employee has nine or more years of service and is rehired, the staff member shall repay severance pay in excess of eight weeks.

## **ARTICLE 27. STAFF PAY RATES**

**July 1, 2022:** All staff members will receive Three and One-Half Per Cent (3½ %) increase to their base salary. The approximately 50 lowest-paid positions (earning less than \$28 per hour) will additionally receive One Thousand Five Hundred Dollars (\$1,500) added to the base salary. Increases for those staff who received increases on January 1, 2022 shall be reduced by these amounts, but they shall not receive less than a 2% increase.

**July 1, 2023:** All staff members will receive Two Per Cent (2 %) to their base pay. The approximately 50 lowest-paid positions (under \$28 per hour) will additionally receive One Thousand Five Hundred Dollars (\$1,500) added to the base salary.

**September 1, 2024:** Three Per Cent (3%) of the staff unit base pay will fund the negotiated agreement (see Article 21—Classification Matters) for implementation of classifications, pay ranges, and steps for the lowest paid positions in Spring 2024. Thereafter, no employee will earn less than \$50,700 annualized (\$26 per hour).

## **ARTICLE 28. HEALTH CARE AND OTHER BENEFIT PLANS**

There will not be material reductions to the level of benefits provided under this Article during the term of the Agreement.

**Health Benefits:** The College will continue to provide third party health care enrollment options for its eligible staff covered by the Agreement for health maintenance, medical, hospitalization and dental. Each year the particular levels and types of benefits and the coverage, premium rates and eligibility rules for the coming year are announced at open enrollment. When the health care package as provided to administrators and ranked faculty contains improvements, the same overall package will be offered



to the staff covered by this Agreement. The College will not make any significant reduction to the overall coverage during the term of this Agreement without the consent of the Union.

**Retirement 403(b):** The College provides a matching and supplemental contribution pre-tax retirement plan for its eligible staff covered by the Agreement. Contribution levels will be the same as ranked faculty and exempt staff, not less than the current 2.5% per cent match. Starting January 1, 2025, CCA will resume a 3.5% match. The College will match contribution to the 403(b) deferred compensation plan for all employees during each payroll period in which the employee makes a contribution. Employees are vested at two years from date of hire.

**Short and Paid Family Leave Income Replacement.** These are legally mandated plans, the current features of which are available from Human Resources.

**Long-Term Disability.** This is a third party managed carrier plan, the current features of which are available from Human Resources.

**Life Insurance.** This is a third party managed carrier plan, the current features of which are available from Human Resources.

**Commuter Expenses Pre-Tax.** This is a College plan, the current features of which are available from Human Resources.

**Workers Compensation.** These is a legally mandated plan, the current features of which are available from Human Resources.

**Unemployment Insurance.** These is a legally mandated plan, the current features of which are available from Human Resources .

**Social Security and Medicare Contributory.** These is a legally mandated plan, the current features of which are available from Human Resources.

**Tuition Remission at CCA.** This is a College program, the current features of which are available from Human Resources. If the College improves the program, the improvements will be offered to the staff unit at the same time.

## **ARTICLE 29. PAID TIME OFF**

### **A. Paid Holidays:**

The College provide a package of paid holidays to its eligible staff covered by the Agreement. The observed holidays are:

Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day  
Christmas / New Year's Day  
Martin Luther King Day



Memorial Day plus two business days before or after  
 Juneteenth  
 Independence Day plus one business day before or after  
 Winter Break: Ten (10) business days, inclusive of Christmas Day and New Year's Day

Holidays occurring on a Saturday are observed the preceding Friday, and holidays occurring on a Sunday are observed the following Monday.

The College may decide to adjust the exact dates the Holidays listed above are observed based on operational needs from year to year, or to assign specific employees to work based on operational needs. If this occurs, employees will be given as much prior notice as feasible, and provided with alternate days off within one month before or after the regularly-observed holiday.

Most staff unit employees are not required to report for work on days designated as holidays. If a non-exempt employee is required to work on a scheduled holiday, they may choose whether to receive one and a half times the normal pay rate for the hours worked plus holiday pay (the normal rate of pay for the regularly scheduled number of work hours), or one and a half times the normal pay rate for the hours worked plus an additional day off from work.

If a holiday falls on a non-exempt employee's regularly scheduled day off, that employee may ask to receive holiday pay for the number of hours normally worked (up to seven and a half hours) or a day off during the week in which the holiday falls

Non-exempt part-time employees will receive holiday pay prorated based on their regularly scheduled workday if the holiday falls on their regularly-scheduled work day. Exempt part time employees do not receive additional compensation or additional time off for holidays that occur during their regularly scheduled days off.

**B. Vacation**

1. The College will continue to provide a paid vacation leave package to its eligible staff covered by the Agreement. The accrual level is set forth below. The rate of accrual is based on the percentage of full-time employment and the number of years of service. Details are available from Human Resources.
2. The rate of accrual is the same for exempt and nonexempt staff. Earned vacation time accrues to a maximum of 230 hours until the fourth-year anniversary date of employment; thereafter the maximum is 300 hours. Any accrued unused vacation leave will be paid at the time of termination.
3. The accrual rates per pay period are as follows.

<u>Prorated percentage</u>	<u>1st year</u>	<u>2nd to 4th years</u>	<u>5th year+</u>
100-90	3.13 hours	4.69 hours	6.25 hours
80	2.50 hours	3.75 hours	5.00 hours



64	2.00 hours	3.00 hours	3.94 hours
53	1.66 hours	2.48 hours	3.31 hours

4. Scheduling: If a vacation request of a staff member has been denied within 30 days of when the staff member reached the maximum accumulation of vacation time, the staff member will be allowed to continue to accrue additional vacation time in excess of the maximum for another 30 days, during which time they will be granted vacation time.

5. CCA encourages employees to take vacation on an annual basis. Vacation balances appear on the paycheck stub. It is the employee's responsibility to properly request and schedule vacation time. Vacations will be approved to provide adequate coverage of job responsibilities and staffing requirements. Supervisors must approve vacation schedules in advance.

**C. Paid Sick Leave**

The College will continue to provide a package of paid sick leave package to its eligible staff covered by the Agreement. The accrual level is set forth below. Details are available from Human Resources.

Sick leave is accrued in order to provide a cushion for incapacitation due to illness. It is to be used when required to recover from illness or off-the-job injury; sick leave is not for "personal" absences. Time off for medical and dental appointments or care of a sick family member (child, parent, spouse, or domestic partner) is treated as sick leave. Employees may use up to one-half of their annual sick leave to care for their sick child, parent, spouse, domestic partner, or designated person as defined by San Francisco's Paid Sick Leave Ordinance.

Abuse or misuse of sick leave may lead to disciplinary action and/or withholding of sick pay. Documentation of the illness (satisfactory medical evidence of illness and/or medical certification of fitness to return to work) may be required when sick pay is used.

Employees on an approved health-related leave of absence may choose to use their accrued sick leave while on leave. Employees who are sick or on a FMLA, CFRA or disability leave, and have exhausted their own accrued paid sick leave, may access the Sick Time Bank.

Staff employees who work 20 or more hours per week are eligible for sick leave accrual. The rate of accrual is based on the percentage of full-time employment. Sick leave accrues to a maximum of 225 hours. Employees on an unpaid leave of absence do not accrue sick leave. Under no circumstances will an employee be paid for unused accrued sick leave. The following table details the accrual rates per pay period.

<u>Prorated percentage</u>	
100-90	3.75 hours
80	3.00 hours
64	2.40 hours
53	1.99 hours



#### **D. Kin Care**

Employees may use up to one-half of their annual sick leave to care for their sick child, parent, spouse, or domestic partner.

#### **ARTICLE 30. WORK STIPEND**

Effective the first full month following ratification, the College will initiate a Work Stipend and the interim Pandemic Stipend will expire. Whether assigned fully to work remotely, assigned to hybrid, or assigned fully to work on the College campus, each full-time staff member will receive a monthly stipend of Fifty Dollars (\$50). The part-time staff work stipend will be at a reduced pro-rated level in accordance with their work schedule.

The Work Stipend addresses work-related home internet expense and the occasional work-related use of a personal mobile phone, both while performing remote work. Necessary and reasonable work at home expenses for other items remain available for reimbursement when approved in advance and pursuant to announced procedures. The Work Stipend is also intended to assist with transportation and/or other personal costs when working on the College campus.

#### **ARTICLE 31. PANDEMIC SUPPLEMENTAL STIPEND**

Each staff unit member employed since March 1, 2020 will receive:

- a. An additional lump sum payment equal to what they have previously been paid as the pandemic stipend;
- b. For those employed since January 1, 2022, the new \$50 work stipend will be paid retroactive to January 1, 2022. Pandemic stipend sunsets effective December 31, 2021.

#### **ARTICLE 32. GRIEVANCE AND ARBITRATION PROCEDURE**

##### **A. Definition-Grievance**

A grievance shall be defined as any dispute which involves the interpretation or application of or compliance with this Agreement or a discipline or discharge.

A grievance may be initiated by the Union Field Representative, a Union steward, staff member, or the College's chief Human Resources officer.

At the start of each academic year, the Union shall provide Human Resources of the College with a list of authorized stewards, and update the list within five business days of any change.

Any reference in this Article to "days" shall mean calendar days, unless otherwise specified.

##### **B. Procedures for Grievance**

A Union representative may be present in any scheduled meetings with the grievant with regard to a grievance filed under this Article.



Grievances shall be submitted via email within the applicable time frame to Human Resources at the email address designated for this purpose.

A grievance should contain the name(s) of the grievant(s), the program, the date the grievance arose, the nature of the grievance, the provisions of the Agreement violated, and the remedy sought.

In all cases the grievance shall be submitted no later than 30 days after the grievant or Union was aware that the violation occurred. Failure to respond to the grievance within the time limit set forth herein shall entitle the grievant to proceed to the next step, and the grievance shall be deemed to have been rejected as of the last day of the period for response. Any time limits set forth in this Article may be extended by mutual agreement, which shall not be unreasonably withheld. Should the Union or the College submit a request for information pertinent to a particular grievance, the days falling between the Union's request and the response to that request will not be counted against said grievance's time limits.

The parties shall make an effort to resolve grievances informally. If a problem cannot be resolved through informal efforts, a grievance shall be processed as follows, except that grievances based upon a suspension or discharge, or those initiated by a Union steward or representative, shall start directly at Step 2 below.

#### C. Step One:

A grievance will be filed with Human Resources in an email with "UNION GRIEVANCE" in the subject line. Human Resources will respond within thirty (30) days after the grievance was filed.

A College grievance shall be filed with the Union Field Representative using the same process.

#### D. Step Two:

If the grievance is not settled at Step One, the Union may advance the grievance to step 2 within 14 days. The step 2 notice will be filed with Human Resources. Human Resources will schedule a grievance meeting within fourteen (14) days after the grievance has been filed. Human Resources will respond to the grievance within fourteen days after the grievance meeting, or thirty (30) days after the grievance was filed, whichever is later.

A College grievance shall be advanced using the same process with notice to the Union Field Representative.

#### E. Step Three-Arbitration

If the grievance is not settled at Step 2, within 30 days after the Step 2 response either party may advance the grievance to arbitration with written notice to the Union Field Representative and College's chief Human Resources officer.

Prior to arbitration, the parties may mutually agree to attempt to mediate the grievance using Federal Mediation and Conciliation Services.



When a party has requested arbitration in a timely manner, the Union and the College shall select the Arbitrator from the below list of arbitrators. The parties shall rotate through the arbitrators on the list in the order below until each arbitrator shall have served at least once.

1. John Kagel
2. Andria Knapp
3. David Weinberg
4. Claude Ames

The Arbitrator shall be requested to render a decision within thirty (30) days of the hearing or receipt of the transcript or the briefs, which is later.

Prior to the hearing, the parties shall attempt to reach agreement on a joint submission of the issue to be presented to the arbitrator.

The decision of the Arbitrator shall be final and binding on the parties and the affected member.

The staff member shall be released from their work duties without a loss of compensation to attend any arbitration where they are a grievant, witness, or steward.

Each party shall bear the expense of preparing and presenting its own case. The costs of the arbitration proceedings, including compensation, fees and expenses of the Arbitrator, and the cost of any hearing transcript, shall be borne equally by the College and the Union. In discipline and discharge cases, hearing transcripts shall be ordered only by mutual agreement or if the Arbitrator requests. In all other cases, hearing transcripts shall be ordered if either party or the Arbitrator so requests.

The Arbitrator shall have no power to add to, subtract from, alter, modify or amend any of the terms or provisions of this Agreement.





## APPENDIX A: LIST OF POSITIONS TITLES COVERED BY THE AGREEMENT

### Staff Unit Job Titles

Academic Program Advisor (3 positions)  
Academic Technologies Analyst  
\*Administrative Assistant- reclass to Executive Assistant under review  
Administrative Assistant- will be updated to Student Services Coordinator  
Admissions Counselor (4 positions)  
Advancement & Events Associate  
Advisor for Cultural Engagement/International Student Success  
Manager  
Account Payable Assistant  
Assistant Curator  
Assistant Director of College-wide Curriculum, Minor Advising & Operations  
Assistant Director of Housing/Dining Services & Engagement  
Assistant Manager, Media Center (2 positions)  
Assistant Systems Administrator  
Associate (2 positions)  
Associate Registrar  
Business Analyst  
Senior Purchasing Agent  
Purchasing Agent  
Coordinator  
Creative Technologist  
Curator and Head of Programs  
Data Assistant  
Data Specialist  
Developer (2 positions)  
Enterprise Analyst (4 positions)  
Facilities Technician (3 positions)  
Financial Aid Coordinator  
Financial Aid Counselor  
Gallery Manager  
Help Desk Coordinator  
Installation Manager  
Institutional Giving Manager  
Instructional Designer (2 positions)  
Instructional Technologist  
Integrations Engineer  
International Student Advisor  
Knowledge Manager  
Lead Facilities Technician  
Leadership Giving Officer  
Librarian  
Manager, Public Service  
Manager, Student Engagement & Communications  
Marketing Manager



Media Services Technical Specialist  
Multimedia Producer  
Network Engineer II  
Operations Manager  
Payroll Specialist  
Program Manager (11 positions)  
Project Manager (2 positions)  
Refunds Coordinator  
Research Analyst  
Residential Education Coordinator (3 position)  
Scheduling Manager  
Senior Academic Program Advisor  
Senior Admissions Counselor (3 positions)  
Senior Library Technician (5 positions)  
Senior Engineer  
Senior Web Producer  
Shipping & Receiving Clerk  
Space Planning Manager  
Staff Support Specialist  
Student Account Representative  
Student Activities Coordinator  
Student Affairs Administrative Specialist  
Student Records Coordinator I (3 positions)  
Student Records Coordinator II  
Studio Manager (18 positions)  
System Administrator  
Technical Specialist  
Transfer Admissions Specialist  
User Support Specialist I  
User Support Specialist II  
Visual Designer  
Wattis Head of Installation & Exhibition Design  
Writer/Editor

**Employees with supervisory, confidential, managerial and/or professional functions (13 employees)**

Assistant Dean of Students (3 positions)  
AV Systems Manager  
Executive Assistant  
Executive Assistant & Operations Coordinator  
Interim Accounts Payable Supervisor  
Manager, Budgets & Planning  
Public Relations & Communications Manager  
Senior Payroll Specialist  
Senior Project Manager  
Social Media Manager  
Staff Accountant



## APPENDIX B: GUIDELINES FOR REMOTE AND HYBRID POSITIONS

### 1. Vocabulary for this Pilot Project.

- a. Campus-Based - positions that are dependent on a physical location on campus and are not eligible for remote work.
- b. Campus Hybrid - positions that require a regular, on campus schedule but may not need to be on campus every day of the week. These incumbents are approved to work remotely on days they do not need to be on campus.
- c. Remote First - positions that are approved to work primarily remotely but will have ad hoc needs to come to campus. These incumbents may be expected to be on campus at short notice.
- d. Fully Remote - positions that are approved to work remotely 100% of the time. Some positions may require occasional travel to the CCA campus.

### 2. Stipend for Remote Work per Article 30—Work Stipend.

### 3. Remote Work Schedules.

Daily and weekly work hours and break reports while remote are kept per the regular work schedule of the staff member. Daily start and finish time and meal and rest breaks should be scheduled as if on campus.

### 4. Remote Work Space.

Employees working remotely should have a quiet, distraction free zone in a space free of safety hazards. If the space is unsafe, the employee should notify their supervisor.

The employee should work only in a designated workspace. Should the employee sustain any injuries in the designated workspace, the employee should immediately notify their manager.

If the event of technical issues with computer or internet access that interfere with work, the employee should notify their manager right away. The manager can help find alternate arrangements.

Working on campus may be needed from time to time, even for a fully remote position. Reasonable travel, food and lodging expenses will be covered by CCA (see details below), as well as pay for travel time outside scheduled hours.

### 5. Equipment.

CCA will provide the following equipment, software and services at the remote workspace:

- CCA issued laptop
- Zoom Pro account
- Integrated telephone service available for use on the CCA laptop (Mitel)
- Collaboration software such as Google Suite or additional software as determined by the role and service needs

Staff member remote workspace must have high speed internet and access to cell phone signals. CCA supplied equipment is to be used for CCA business only. The employee may not use personally-owned equipment, software or service. All CCA equipment must be returned when the employee leaves the College. General office supplies, pens, paper, toner, etc. will be provided by CCA as needed. If the employee has additional out-of-pocket costs associated with a remote work option, before incurring





costs they shall first submit these expenses requests for consideration and await approval via the existing reimbursement process, with appropriate documentation.

#### 6. IT Security.

Upon assignment of any CCA hardware/software, securing data and company information should be of utmost concern. When a staff member is required to access software only accessible on campus, they will be given access to CCA's Virtual Private Network. The VPN must be used at all times during work hours. Under no circumstances may the VPN be used outside of work hours.

#### 7. Rules and other CCA Policies.

Employees who are working a Fully Remote position but will require occasional travel to the CCA campus are eligible to submit for travel expenses as outlined in the Expense Reimbursement Policy found on the BSO Portal page. While working remotely, employees must adhere to college policy. All college policies around conduct; prohibiting harassment, confidentiality, sick leave, etc., continue to apply, regardless of location.



## APPENDIX C

### Side Letter - Pandemic Local 1021 SEIU and California College of the Arts Staff CBA Unit

#### 1. Health & Safety Policy

Bargaining unit staff can be assigned to work on campus to the extent that is allowable by applicable state and local regulatory mandates, with additionally following the highest safety standards in place and other best efforts safety standards as set forth in the College's interim health and safety COVID-19 related policies.

For those functions that are allowed to occur on campus, the College will take steps that applicable occupational health and safety rules prescribe to protect against contagious illness transmission. Each person who is assigned to work on campus must be provided with the health protection measures required by law.

- The College will not assign work duties under circumstances that would violate County and State regulatory mandates.
- Staff will be instructed not to come to campus if they are ill, have suspected exposure, are on self-quarantine, have symptoms, or have tested positive for COVID-19.

#### 2. Worker's Compensation Policy

HR will report to the College's worker's compensation policy carrier for anyone who reports on-the-job experience of what they worry is COVID-19 exposure within 24 hours of receiving the report from the employee. All staff who are assigned to work on campus will be informed by email to immediately notify HR and their manager (by email if possible) if they have such experience. HR will assist the staff member with application for workers' compensation benefits. The College does not request waiver of workers' compensation benefits for contracting COVID-19 in the course of work for CCA.

#### 3. Laws

In the event that the Cities of San Francisco and Oakland adopt different local laws relating to labor standards related to COVID-19, CCA will implement the stronger law for all employees.

If a federal, state, or local regulation related to pandemic safety is revised, upon request the parties will meet to discuss if any changes to this letter are appropriate.





The Collective Bargaining Agreement consisting of thirty one pages and the Table of Contents is hereby executed.

SEIU Local 1021, AFL-CIO

*Nato Green*

Nato Green (Aug 5, 2022 12:17 PDT)

*Matt Kennedy*

*Orin Babin*

*Paul Navarrete*

*Paul Navarrete*

Paul Navarrete (Aug 16, 2022 03:40 PDT)

*David Conham*

California College of the Arts



N.T. Elshans

