



Yosemite Community College District
Human Resources

CLASSIFIED EMPLOYEE – New Hire Documents

Please use 1st day of start of work when signing all documents. Sign & return the following:

- ☐ **Fingerprint & Criminal History Background Check.** At employee expense. Additional information enclosed. Required within a maximum of 10 working days from the date of employment.
- ☐ **TB Clearance.** Free testing: MJC Health Services on East or West Campus 209-575-6037. Columbia – contact campus nurse at 209-588-5204. At your own expense, you may use your primary care provider. **If you have tested positive in the past, please notify the Campus Nurse prior to testing.**
- ☐ **I-9 Form – Employment Eligibility Verification.** Verifies you are legally eligible to work in the U.S. Complete Section 1. Date with first day of work. See “List of Acceptable Documents” and provide identification from that list.
- ☐ **W-4 Form.** Use your legal name (as listed on your Social Security card) and mailing address.
- ☐ **EDD Employee’s Withholding Allowance Certificate.** This form is required for state income tax withholding.
- ☐ **CalPERS Beneficiary Designation.** You are eligible for membership into CalPERS Retirement. For more information, contact Payroll at (209) 575-6538.
- ☐ **CalPERS Member Reciprocal Self-Certification Form**
- ☐ **Payroll Direct Deposit.** (Optional) Use for direct deposit, and attach a voided check.
- ☐ **Oath of Affirmation**
- ☐ **Policy Acknowledgement**
- ☐ **Recipient Designation Form.** In the event of death, this form designates your monetary recipient.
- ☐ **Safety Training (web-based).** Complete & return. For questions, please contact Risk Management at (209) 575-6963.
- ☐ **Confidential Data Sheet**
- ☐ **Emergency Contact Information**
- ☐ **Parking Permit Information**
- ☐ **CSEA Application for Membership & Salary Deduction Authorization.** Authorizes automatic deduction of CSEA Union dues. Please read Article 4 of the CSEA Collective Bargaining Agreement.

Are you a Retiree from CalSTRS or CalPERS? ☐ Yes ☐ No
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For Information Only:

What you Need to Know About Your CalPERS
Tax Sheltered Annuities
CSEA Collective Bargaining Agreement
Affordable Care Act Notice

On-the-Job Injury Reporting Procedure
Injury & Illness Prevention Program Manual
Schedule of Holidays

I have received, understand, and completed all the above documents. I understand that all documents are due in Human Resources no later than the 1st day of start of work and failure to complete fully and sign all required documents may result in delay in salary placement, delay in pay and/or delay in start of work.

Employee Signature: _____ Date: _____

****Please refer to the [Benefits Office](#) website for the New Employment Benefits Information.**



IMPORTANT NOTICE ON FINGERPRINTS

YCCD requires all new employees to undergo fingerprinting for criminal history background checks. An individual who is to be employed or volunteering in Child Care Departments, or as a Custodian, or in the Campus Safety/Security Department or if they have disclosed a misdemeanor or felony, must clear fingerprinting and background checks prior to beginning work.

Required at LIVESCAN Locations:

- 1) Valid picture ID (Driver's License, Passport, etc.)
- 2) LiveScan Submission Form (from MJC Security / Columbia Business Office)
- 3) Payment

COLUMBIA: Please report to Columbia College Security (588-5167) to pick up your LiveScan form. There is a \$49.00 processing charge. Accepted payments - cash, check, credit card, Venmo, and Apple/Google pay. Make check or money order payable to YCCD.

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LIVESCAN locations:

Tuolumne County Superintendent of Schools	By appt. Only
175 S. Fairview Ln.	Mon & Wed: 12pm – 3:30pm
Sonora	Tues, Thurs, & Fri: 10:00am – 1:00pm
209-536-2013	Cost: \$23 (Exact amount for cash)

MODESTO: Please report to MJC Campus Security (575-6351) to pick up your Live Scan form. There is a \$49.00 processing charge payment method: cash (exact amount) check or money orders are accepted. Make check or money order payable to YCCD. Also know your social security number, supervisor's name, and your working title.

* * * * *

LIVESCAN locations:

CSU, Stanislaus	Walk-Ins Only
801 West Monte Vista Ave	Mon & Fri 8am-3pm
Turlock	Tues, Weds, Thurs: 8am-7pm
209-667-3124	Cost: \$25 cash only
Maxx 1 Security	Appointments Only
121 E Orangeburg Ste. #7	Cost: \$30
Modesto	
209-499-3885	

NOTE: LiveScan may be performed with any LiveScan service provider.



Employment Eligibility Verification
Department of Homeland Security
U.S. Citizenship and Immigration Services

USCIS
Form I-9
OMB No.1615-0047
Expires 07/31/2026

START HERE: Employers must ensure the form instructions are available to employees when completing this form. Employers are liable for failing to comply with the requirements for completing this form. See below and the [Instructions](#).

ANTI-DISCRIMINATION NOTICE: All employees can choose which acceptable documentation to present for Form I-9. Employers cannot ask employees for documentation to verify information in **Section 1**, or specify which acceptable documentation employees must present for **Section 2** or Supplement B, Reverification and Rehire. Treating employees differently based on their citizenship, immigration status, or national origin may be illegal.

Section 1. Employee Information and Attestation: Employees must complete and sign Section 1 of Form I-9 no later than the **first day of employment**, but not before accepting a job offer.

Last Name (Family Name)		First Name (Given Name)		Middle Initial (if any)	Other Last Names Used (if any)	
Address (Street Number and Name)			Apt. Number (if any)	City or Town		State ZIP Code
Date of Birth (mm/dd/yyyy)	U.S. Social Security Number 		Employee's Email Address		Employee's Telephone Number	
I am aware that federal law provides for imprisonment and/or fines for false statements, or the use of false documents, in connection with the completion of this form. I attest, under penalty of perjury, that this information, including my selection of the box attesting to my citizenship or immigration status, is true and correct.		Check one of the following boxes to attest to your citizenship or immigration status (See page 2 and 3 of the instructions.):				
		☐ 1. A citizen of the United States				
		☐ 2. A noncitizen national of the United States (See Instructions.)				
		☐ 3. A lawful permanent resident (Enter USCIS or A-Number.)				
		☐ 4. A noncitizen (other than Item Numbers 2. and 3. above) authorized to work until (exp. date, if any)				
		If you check Item Number 4. , enter one of these:				
		USCIS A-Number	OR	Form I-94 Admission Number	OR	Foreign Passport Number and Country of Issuance
Signature of Employee					Today's Date (mm/dd/yyyy)	

If a preparer and/or translator assisted you in completing Section 1, that person **MUST** complete the [Preparer and/or Translator Certification](#) on Page 3.

Section 2. Employer Review and Verification: Employers or their authorized representative must complete and sign **Section 2** within three business days after the employee's first day of employment, and must physically examine, or examine consistent with an alternative procedure authorized by the Secretary of DHS, documentation from List A OR a combination of documentation from List B and List C. Enter any additional documentation in the Additional Information box; see Instructions.

List A		OR	List B	AND	List C
Document Title 1					
Issuing Authority					
Document Number (if any)					
Expiration Date (if any)					
Document Title 2 (if any)		Additional Information			
Issuing Authority					
Document Number (if any)					
Expiration Date (if any)					
Document Title 3 (if any)					
Issuing Authority		Check here if you used an alternative procedure authorized by DHS to examine documents.			
Document Number (if any)					
Expiration Date (if any)					
Certification: I attest, under penalty of perjury, that (1) I have examined the documentation presented by the above-named employee, (2) the above-listed documentation appears to be genuine and to relate to the employee named, and (3) to the best of my knowledge, the employee is authorized to work in the United States.					First Day of Employment (mm/dd/yyyy):
Last Name, First Name and Title of Employer or Authorized Representative			Signature of Employer or Authorized Representative		Today's Date (mm/dd/yyyy)
Employer's Business or Organization Name			Employer's Business or Organization Address, City or Town, State, ZIP Code		

For reverification or rehire, complete [Supplement B, Reverification and Rehire](#) on Page 4.

LISTS OF ACCEPTABLE DOCUMENTS

All documents containing an expiration date must be unexpired.

* Documents extended by the issuing authority are considered unexpired.

Employees may present one selection from List A or a combination of one selection from List B and one selection from List C.

Examples of many of these documents appear in the Handbook for Employers (M-274).

LIST A		LIST B	LIST C
Documents that Establish Both Identity and Employment Authorization	OR	Documents that Establish Identity	AND Documents that Establish Employment Authorization
1. U.S. Passport or U.S. Passport Card		1. Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address	1. A Social Security Account Number card, unless the card includes one of the following restrictions: (1) NOT VALID FOR EMPLOYMENT (2) VALID FOR WORK ONLY WITH INS AUTHORIZATION (3) VALID FOR WORK ONLY WITH DHS AUTHORIZATION
2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551)		2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address	2. Certification of report of birth issued by the Department of State (Forms DS-1350, FS-545, FS-240)
3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa		3. School ID card with a photograph	3. Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal
4. Employment Authorization Document that contains a photograph (Form I-766)		4. Voter's registration card	4. Native American tribal document
5. For an individual temporarily authorized to work for a specific employer because of his or her status or parole: a. Foreign passport; and b. Form I-94 or Form I-94A that has the following: (1) The same name as the passport; and (2) An endorsement of the individual's status or parole as long as that period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form.		5. U.S. Military card or draft record	5. U.S. Citizen ID Card (Form I-197)
		6. Military dependent's ID card	6. Identification Card for Use of Resident Citizen in the United States (Form I-179)
		7. U.S. Coast Guard Merchant Mariner Card	7. Employment authorization document issued by the Department of Homeland Security For examples, see Section 7 and Section 13 of the M-274 on uscis.gov/i-9-central . The Form I-766, Employment Authorization Document, is a List A, Item Number 4. document, not a List C document.
		8. Native American tribal document	
		9. Driver's license issued by a Canadian government authority	
		For persons under age 18 who are unable to present a document listed above:	
		10. School record or report card	
		11. Clinic, doctor, or hospital record	
		12. Day-care or nursery school record	
Acceptable Receipts May be presented in lieu of a document listed above for a temporary period. For receipt validity dates, see the M-274.			
- Receipt for a replacement of a lost, stolen, or damaged List A document. - Form I-94 issued to a lawful permanent resident that contains an I-551 stamp and a photograph of the individual. - Form I-94 with "RE" notation or refugee stamp issued to a refugee.	OR	Receipt for a replacement of a lost, stolen, or damaged List B document.	Receipt for a replacement of a lost, stolen, or damaged List C document.

*Refer to the Employment Authorization Extensions page on [I-9 Central](#) for more information.



Supplement A, Preparer and/or Translator Certification for Section 1

Department of Homeland Security
U.S. Citizenship and Immigration Services

USCIS
Form I-9
Supplement A
OMB No. 1615-0047
Expires 07/31/2026

Last Name (<i>Family Name</i>) from Section 1 .	First Name (<i>Given Name</i>) from Section 1 .	Middle initial (if any) from Section 1 .
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Instructions: This supplement must be completed by any preparer and/or translator who assists an employee in completing Section 1 of Form I-9. The preparer and/or translator must enter the employee's name in the spaces provided above. Each preparer or translator must complete, sign, and date a separate certification area. Employers must retain completed supplement sheets with the employee's completed Form I-9.

I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.

Signature of Preparer or Translator		Date (<i>mm/dd/yyyy</i>)	
Last Name (<i>Family Name</i>)	First Name (<i>Given Name</i>)		Middle Initial (<i>if any</i>)
Address (<i>Street Number and Name</i>)	City or Town	State	ZIP Code

I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.

Signature of Preparer or Translator		Date (<i>mm/dd/yyyy</i>)	
Last Name (<i>Family Name</i>)	First Name (<i>Given Name</i>)		Middle Initial (<i>if any</i>)
Address (<i>Street Number and Name</i>)	City or Town	State	ZIP Code

I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.

Signature of Preparer or Translator		Date (<i>mm/dd/yyyy</i>)	
Last Name (<i>Family Name</i>)	First Name (<i>Given Name</i>)		Middle Initial (<i>if any</i>)
Address (<i>Street Number and Name</i>)	City or Town	State	ZIP Code

I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.

Signature of Preparer or Translator		Date (<i>mm/dd/yyyy</i>)	
Last Name (<i>Family Name</i>)	First Name (<i>Given Name</i>)		Middle Initial (<i>if any</i>)
Address (<i>Street Number and Name</i>)	City or Town	State	ZIP Code



Supplement B,
Reverification and Rehire (formerly Section 3)

Department of Homeland Security
U.S. Citizenship and Immigration Services

USCIS
Form I-9
Supplement B
OMB No. 1615-0047
Expires 07/31/2026

Last Name (<i>Family Name</i>) from Section 1 .	First Name (<i>Given Name</i>) from Section 1 .	Middle initial (if any) from Section 1 .
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Instructions: This supplement replaces Section 3 on the previous version of Form I-9. Only use this page if your employee requires reverification, is rehired within three years of the date the original Form I-9 was completed, or provides proof of a legal name change. Enter the employee's name in the fields above. Use a new section for each reverification or rehire. Review the Form I-9 instructions before completing this page. Keep this page as part of the employee's Form I-9 record. Additional guidance can be found in the [Handbook for Employers: Guidance for Completing Form I-9 \(M-274\)](#)

Date of Rehire (<i>if applicable</i>)	New Name (<i>if applicable</i>)		
Date (<i>mm/dd/yyyy</i>)	Last Name (<i>Family Name</i>)	First Name (<i>Given Name</i>)	Middle Initial
Reverification: If the employee requires reverification, your employee can choose to present any acceptable List A or List C documentation to show continued employment authorization. Enter the document information in the spaces below.			
Document Title	Document Number (if any)	Expiration Date (if any) (<i>mm/dd/yyyy</i>)	
I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented documentation, the documentation I examined appears to be genuine and to relate to the individual who presented it.			
Name of Employer or Authorized Representative	Signature of Employer or Authorized Representative	Today's Date (<i>mm/dd/yyyy</i>)	
Additional Information (Initial and date each notation.)		Check here if you used an alternative procedure authorized by DHS to examine documents.	

Date of Rehire (<i>if applicable</i>)	New Name (<i>if applicable</i>)		
Date (<i>mm/dd/yyyy</i>)	Last Name (<i>Family Name</i>)	First Name (<i>Given Name</i>)	Middle Initial
Reverification: If the employee requires reverification, your employee can choose to present any acceptable List A or List C documentation to show continued employment authorization. Enter the document information in the spaces below.			
Document Title	Document Number (if any)	Expiration Date (if any) (<i>mm/dd/yyyy</i>)	
I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented documentation, the documentation I examined appears to be genuine and to relate to the individual who presented it.			
Name of Employer or Authorized Representative	Signature of Employer or Authorized Representative	Today's Date (<i>mm/dd/yyyy</i>)	
Additional Information (Initial and date each notation.)		Check here if you used an alternative procedure authorized by DHS to examine documents.	

Date of Rehire (<i>if applicable</i>)	New Name (<i>if applicable</i>)		
Date (<i>mm/dd/yyyy</i>)	Last Name (<i>Family Name</i>)	First Name (<i>Given Name</i>)	Middle Initial
Reverification: If the employee requires reverification, your employee can choose to present any acceptable List A or List C documentation to show continued employment authorization. Enter the document information in the spaces below.			
Document Title	Document Number (if any)	Expiration Date (if any) (<i>mm/dd/yyyy</i>)	
I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented documentation, the documentation I examined appears to be genuine and to relate to the individual who presented it.			
Name of Employer or Authorized Representative	Signature of Employer or Authorized Representative	Today's Date (<i>mm/dd/yyyy</i>)	
Additional Information (Initial and date each notation.)		Check here if you used an alternative procedure authorized by DHS to examine documents.	

Employee's Withholding Certificate

OMB No. 1545-0074

Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay.**Give Form W-4 to your employer.****Your withholding is subject to review by the IRS.****2023****Step 1:**
Enter
Personal
Information

(a) First name and middle initial	Last name	(b) Social security number
Address		Does your name match the name on your social security card? If not, to ensure you get credit for your earnings, contact SSA at 800-772-1213 or go to www.ssa.gov .
City or town, state, and ZIP code		
(c) ☐ Single or Married filing separately ☐ Married filing jointly or Qualifying surviving spouse ☐ Head of household (Check only if you're unmarried and pay more than half the costs of keeping up a home for yourself and a qualifying individual.)		

Complete Steps 2–4 ONLY if they apply to you; otherwise, skip to Step 5. See page 2 for more information on each step, who can claim exemption from withholding, other details, and privacy.

Step 2:
Multiple Jobs
or Spouse
Works

Complete this step if you (1) hold more than one job at a time, or (2) are married filing jointly and your spouse also works. The correct amount of withholding depends on income earned from all of these jobs.

Do **only one** of the following.

- (a) Reserved for future use.
- (b) Use the Multiple Jobs Worksheet on page 3 and enter the result in Step 4(c) below; **or**
- (c) If there are only two jobs total, you may check this box. Do the same on Form W-4 for the other job. This option is generally more accurate than (b) if pay at the lower paying job is more than half of the pay at the higher paying job. Otherwise, (b) is more accurate ☐

TIP: If you have self-employment income, see page 2.

Complete Steps 3–4(b) on Form W-4 for only ONE of these jobs. Leave those steps blank for the other jobs. (Your withholding will be most accurate if you complete Steps 3–4(b) on the Form W-4 for the highest paying job.)

Step 3: Claim Dependent and Other Credits	If your total income will be \$200,000 or less (\$400,000 or less if married filing jointly):		
	Multiply the number of qualifying children under age 17 by \$2,000 \$ _____		
	Multiply the number of other dependents by \$500 \$ _____		
	Add the amounts above for qualifying children and other dependents. You may add to this the amount of any other credits. Enter the total here	3	\$ _____
Step 4 (optional): Other Adjustments	(a) Other income (not from jobs). If you want tax withheld for other income you expect this year that won't have withholding, enter the amount of other income here. This may include interest, dividends, and retirement income	4(a)	\$ _____
	(b) Deductions. If you expect to claim deductions other than the standard deduction and want to reduce your withholding, use the Deductions Worksheet on page 3 and enter the result here	4(b)	\$ _____
	(c) Extra withholding. Enter any additional tax you want withheld each pay period . .	4(c)	\$ _____

Step 5:
Sign
Here

Under penalties of perjury, I declare that this certificate, to the best of my knowledge and belief, is true, correct, and complete.

Employee's signature (This form is not valid unless you sign it.)

Date

Employers
Only

Employer's name and address	First date of employment	Employer identification number (EIN)
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General Instructions

Section references are to the Internal Revenue Code.

Future Developments

For the latest information about developments related to Form W-4, such as legislation enacted after it was published, go to www.irs.gov/FormW4.

Purpose of Form

Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay. If too little is withheld, you will generally owe tax when you file your tax return and may owe a penalty. If too much is withheld, you will generally be due a refund. Complete a new Form W-4 when changes to your personal or financial situation would change the entries on the form. For more information on withholding and when you must furnish a new Form W-4, see Pub. 505, Tax Withholding and Estimated Tax.

Exemption from withholding. You may claim exemption from withholding for 2023 if you meet both of the following conditions: you had no federal income tax liability in 2022 **and** you expect to have no federal income tax liability in 2023. You had no federal income tax liability in 2022 if (1) your total tax on line 24 on your 2022 Form 1040 or 1040-SR is zero (or less than the sum of lines 27, 28, and 29), or (2) you were not required to file a return because your income was below the filing threshold for your correct filing status. If you claim exemption, you will have no income tax withheld from your paycheck and may owe taxes and penalties when you file your 2023 tax return. To claim exemption from withholding, certify that you meet both of the conditions above by writing "Exempt" on Form W-4 in the space below Step 4(c). Then, complete Steps 1(a), 1(b), and 5. Do not complete any other steps. You will need to submit a new Form W-4 by February 15, 2024.

Your privacy. If you have concerns with Step 2(c), you may choose Step 2(b); if you have concerns with Step 4(a), you may enter an additional amount you want withheld per pay period in Step 4(c).

Self-employment. Generally, you will owe both income and self-employment taxes on any self-employment income you receive separate from the wages you receive as an employee. If you want to pay income and self-employment taxes through withholding from your wages, you should enter the self-employment income on Step 4(a). Then compute your self-employment tax, divide that tax by the number of pay periods remaining in the year, and include that resulting amount per pay period on Step 4(c). You can also add half of the annual amount of self-employment tax to Step 4(b) as a deduction. To calculate self-employment tax, you generally multiply the self-employment income by 14.13% (this rate is a quick way to figure your self-employment tax and equals the sum of the 12.4% social security tax and the 2.9% Medicare tax multiplied by 0.9235). See Pub. 505 for more information, especially if the sum of self-employment income multiplied by 0.9235 and wages exceeds \$160,200 for a given individual.

Nonresident alien. If you're a nonresident alien, see Notice 1392, Supplemental Form W-4 Instructions for Nonresident Aliens, before completing this form.

Specific Instructions

Step 1(c). Check your anticipated filing status. This will determine the standard deduction and tax rates used to compute your withholding.

Step 2. Use this step if you (1) have more than one job at the same time, or (2) are married filing jointly and you and your spouse both work.

If you (and your spouse) have a total of only two jobs, you may check the box in option (c). The box must also be checked on the Form W-4 for the other job. If the box is checked, the standard deduction and tax brackets will be cut in half for each job to calculate withholding. This option is roughly accurate for jobs with similar pay; otherwise, more tax than necessary may be withheld, and this extra amount will be larger the greater the difference in pay is between the two jobs.



Multiple jobs. Complete Steps 3 through 4(b) on only one Form W-4. Withholding will be most accurate if you do this on the Form W-4 for the highest paying job.

Step 3. This step provides instructions for determining the amount of the child tax credit and the credit for other dependents that you may be able to claim when you file your tax return. To qualify for the child tax credit, the child must be under age 17 as of December 31, must be your dependent who generally lives with you for more than half the year, and must have the required social security number. You may be able to claim a credit for other dependents for whom a child tax credit can't be claimed, such as an older child or a qualifying relative. For additional eligibility requirements for these credits, see Pub. 501, Dependents, Standard Deduction, and Filing Information. You can also include **other tax credits** for which you are eligible in this step, such as the foreign tax credit and the education tax credits. To do so, add an estimate of the amount for the year to your credits for dependents and enter the total amount in Step 3. Including these credits will increase your paycheck and reduce the amount of any refund you may receive when you file your tax return.

Step 4 (optional).

Step 4(a). Enter in this step the total of your other estimated income for the year, if any. You shouldn't include income from any jobs or self-employment. If you complete Step 4(a), you likely won't have to make estimated tax payments for that income. If you prefer to pay estimated tax rather than having tax on other income withheld from your paycheck, see Form 1040-ES, Estimated Tax for Individuals.

Step 4(b). Enter in this step the amount from the Deductions Worksheet, line 5, if you expect to claim deductions other than the basic standard deduction on your 2023 tax return and want to reduce your withholding to account for these deductions. This includes both itemized deductions and other deductions such as for student loan interest and IRAs.

Step 4(c). Enter in this step any additional tax you want withheld from your pay **each pay period**, including any amounts from the Multiple Jobs Worksheet, line 4. Entering an amount here will reduce your paycheck and will either increase your refund or reduce any amount of tax that you owe.

Step 2(b)—Multiple Jobs Worksheet (Keep for your records.)

If you choose the option in Step 2(b) on Form W-4, complete this worksheet (which calculates the total extra tax for all jobs) on **only ONE** Form W-4. Withholding will be most accurate if you complete the worksheet and enter the result on the Form W-4 for the highest paying job. To be accurate, submit a new Form W-4 for all other jobs if you have not updated your withholding since 2019.

Note: If more than one job has annual wages of more than \$120,000 or there are more than three jobs, see Pub. 505 for additional tables.

- 1 Two jobs.** If you have two jobs or you're married filing jointly and you and your spouse each have one job, find the amount from the appropriate table on page 4. Using the "Higher Paying Job" row and the "Lower Paying Job" column, find the value at the intersection of the two household salaries and enter that value on line 1. Then, **skip** to line 3 **1** \$ _____
- 2 Three jobs.** If you and/or your spouse have three jobs at the same time, complete lines 2a, 2b, and 2c below. Otherwise, skip to line 3.
 - a** Find the amount from the appropriate table on page 4 using the annual wages from the highest paying job in the "Higher Paying Job" row and the annual wages for your next highest paying job in the "Lower Paying Job" column. Find the value at the intersection of the two household salaries and enter that value on line 2a **2a** \$ _____
 - b** Add the annual wages of the two highest paying jobs from line 2a together and use the total as the wages in the "Higher Paying Job" row and use the annual wages for your third job in the "Lower Paying Job" column to find the amount from the appropriate table on page 4 and enter this amount on line 2b **2b** \$ _____
 - c** Add the amounts from lines 2a and 2b and enter the result on line 2c **2c** \$ _____
- 3** Enter the number of pay periods per year for the highest paying job. For example, if that job pays weekly, enter 52; if it pays every other week, enter 26; if it pays monthly, enter 12, etc. **3** _____
- 4 Divide** the annual amount on line 1 or line 2c by the number of pay periods on line 3. Enter this amount here and in **Step 4(c)** of Form W-4 for the highest paying job (along with any other additional amount you want withheld) **4** \$ _____

Step 4(b)—Deductions Worksheet (Keep for your records.)

- 1** Enter an estimate of your 2023 itemized deductions (from Schedule A (Form 1040)). Such deductions may include qualifying home mortgage interest, charitable contributions, state and local taxes (up to \$10,000), and medical expenses in excess of 7.5% of your income **1** \$ _____
- 2** Enter:

{	• \$27,700 if you're married filing jointly or a qualifying surviving spouse
	• \$20,800 if you're head of household
	• \$13,850 if you're single or married filing separately

 **2** \$ _____
- 3** If line 1 is greater than line 2, subtract line 2 from line 1 and enter the result here. If line 2 is greater than line 1, enter "-0-" **3** \$ _____
- 4** Enter an estimate of your student loan interest, deductible IRA contributions, and certain other adjustments (from Part II of Schedule 1 (Form 1040)). See Pub. 505 for more information **4** \$ _____
- 5 Add** lines 3 and 4. Enter the result here and in **Step 4(b)** of Form W-4 **5** \$ _____

Privacy Act and Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. Internal Revenue Code sections 3402(f)(2) and 6109 and their regulations require you to provide this information; your employer uses it to determine your federal income tax withholding. Failure to provide a properly completed form will result in your being treated as a single person with no other entries on the form; providing fraudulent information may subject you to penalties. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation; to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their tax laws; and to the Department of Health and Human Services for use in the National Directory of New Hires. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by Code section 6103.

The average time and expenses required to complete and file this form will vary depending on individual circumstances. For estimated averages, see the instructions for your income tax return.

If you have suggestions for making this form simpler, we would be happy to hear from you. See the instructions for your income tax return.

Married Filing Jointly or Qualifying Surviving Spouse

Higher Paying Job Annual Taxable Wage & Salary	Lower Paying Job Annual Taxable Wage & Salary											
	\$0 - 9,999	\$10,000 - 19,999	\$20,000 - 29,999	\$30,000 - 39,999	\$40,000 - 49,999	\$50,000 - 59,999	\$60,000 - 69,999	\$70,000 - 79,999	\$80,000 - 89,999	\$90,000 - 99,999	\$100,000 - 109,999	\$110,000 - 120,000
\$0 - 9,999	\$0	\$0	\$850	\$850	\$1,000	\$1,020	\$1,020	\$1,020	\$1,020	\$1,020	\$1,020	\$1,870
\$10,000 - 19,999	0	930	1,850	2,000	2,200	2,220	2,220	2,220	2,220	2,220	3,200	4,070
\$20,000 - 29,999	850	1,850	2,920	3,120	3,320	3,340	3,340	3,340	3,340	4,320	5,320	6,190
\$30,000 - 39,999	850	2,000	3,120	3,320	3,520	3,540	3,540	3,540	4,520	5,520	6,520	7,390
\$40,000 - 49,999	1,000	2,200	3,320	3,520	3,720	3,740	3,740	4,720	5,720	6,720	7,720	8,590
\$50,000 - 59,999	1,020	2,220	3,340	3,540	3,740	3,760	4,750	5,750	6,750	7,750	8,750	9,610
\$60,000 - 69,999	1,020	2,220	3,340	3,540	3,740	4,750	5,750	6,750	7,750	8,750	9,750	10,610
\$70,000 - 79,999	1,020	2,220	3,340	3,540	4,720	5,750	6,750	7,750	8,750	9,750	10,750	11,610
\$80,000 - 99,999	1,020	2,220	4,170	5,370	6,570	7,600	8,600	9,600	10,600	11,600	12,600	13,460
\$100,000 - 149,999	1,870	4,070	6,190	7,390	8,590	9,610	10,610	11,660	12,860	14,060	15,260	16,330
\$150,000 - 239,999	2,040	4,440	6,760	8,160	9,560	10,780	11,980	13,180	14,380	15,580	16,780	17,850
\$240,000 - 259,999	2,040	4,440	6,760	8,160	9,560	10,780	11,980	13,180	14,380	15,580	16,780	17,850
\$260,000 - 279,999	2,040	4,440	6,760	8,160	9,560	10,780	11,980	13,180	14,380	15,580	16,780	18,140
\$280,000 - 299,999	2,040	4,440	6,760	8,160	9,560	10,780	11,980	13,180	14,380	15,870	17,870	19,740
\$300,000 - 319,999	2,040	4,440	6,760	8,160	9,560	10,780	11,980	13,470	15,470	17,470	19,470	21,340
\$320,000 - 364,999	2,040	4,440	6,760	8,550	10,750	12,770	14,770	16,770	18,770	20,770	22,770	24,640
\$365,000 - 524,999	2,970	6,470	9,890	12,390	14,890	17,220	19,520	21,820	24,120	26,420	28,720	30,880
\$525,000 and over	3,140	6,840	10,460	13,160	15,860	18,390	20,890	23,390	25,890	28,390	30,890	33,250

Single or Married Filing Separately

Higher Paying Job Annual Taxable Wage & Salary	Lower Paying Job Annual Taxable Wage & Salary											
	\$0 - 9,999	\$10,000 - 19,999	\$20,000 - 29,999	\$30,000 - 39,999	\$40,000 - 49,999	\$50,000 - 59,999	\$60,000 - 69,999	\$70,000 - 79,999	\$80,000 - 89,999	\$90,000 - 99,999	\$100,000 - 109,999	\$110,000 - 120,000
\$0 - 9,999	\$310	\$890	\$1,020	\$1,020	\$1,020	\$1,860	\$1,870	\$1,870	\$1,870	\$1,870	\$2,030	\$2,040
\$10,000 - 19,999	890	1,630	1,750	1,750	2,600	3,600	3,600	3,600	3,600	3,760	3,960	3,970
\$20,000 - 29,999	1,020	1,750	1,880	2,720	3,720	4,720	4,730	4,730	4,890	5,090	5,290	5,300
\$30,000 - 39,999	1,020	1,750	2,720	3,720	4,720	5,720	5,730	5,890	6,090	6,290	6,490	6,500
\$40,000 - 59,999	1,710	3,450	4,570	5,570	6,570	7,700	7,910	8,110	8,310	8,510	8,710	8,720
\$60,000 - 79,999	1,870	3,600	4,730	5,860	7,060	8,260	8,460	8,660	8,860	9,060	9,260	9,280
\$80,000 - 99,999	1,870	3,730	5,060	6,260	7,460	8,660	8,860	9,060	9,260	9,460	10,430	11,240
\$100,000 - 124,999	2,040	3,970	5,300	6,500	7,700	8,900	9,110	9,610	10,610	11,610	12,610	13,430
\$125,000 - 149,999	2,040	3,970	5,300	6,500	7,700	9,610	10,610	11,610	12,610	13,610	14,900	16,020
\$150,000 - 174,999	2,040	3,970	5,610	7,610	9,610	11,610	12,610	13,750	15,050	16,350	17,650	18,770
\$175,000 - 199,999	2,720	5,450	7,580	9,580	11,580	13,870	15,180	16,480	17,780	19,080	20,380	21,490
\$200,000 - 249,999	2,900	5,930	8,360	10,660	12,960	15,260	16,570	17,870	19,170	20,470	21,770	22,880
\$250,000 - 399,999	2,970	6,010	8,440	10,740	13,040	15,340	16,640	17,940	19,240	20,540	21,840	22,960
\$400,000 - 449,999	2,970	6,010	8,440	10,740	13,040	15,340	16,640	17,940	19,240	20,540	21,840	22,960
\$450,000 and over	3,140	6,380	9,010	11,510	14,010	16,510	18,010	19,510	21,010	22,510	24,010	25,330

Head of Household

Higher Paying Job Annual Taxable Wage & Salary	Lower Paying Job Annual Taxable Wage & Salary											
	\$0 - 9,999	\$10,000 - 19,999	\$20,000 - 29,999	\$30,000 - 39,999	\$40,000 - 49,999	\$50,000 - 59,999	\$60,000 - 69,999	\$70,000 - 79,999	\$80,000 - 89,999	\$90,000 - 99,999	\$100,000 - 109,999	\$110,000 - 120,000
\$0 - 9,999	\$0	\$620	\$860	\$1,020	\$1,020	\$1,020	\$1,020	\$1,650	\$1,870	\$1,870	\$1,890	\$2,040
\$10,000 - 19,999	620	1,630	2,060	2,220	2,220	2,220	2,850	3,850	4,070	4,090	4,290	4,440
\$20,000 - 29,999	860	2,060	2,490	2,650	2,650	3,280	4,280	5,280	5,520	5,720	5,920	6,070
\$30,000 - 39,999	1,020	2,220	2,650	2,810	3,440	4,440	5,440	6,460	6,880	7,080	7,280	7,430
\$40,000 - 59,999	1,020	2,220	3,130	4,290	5,290	6,290	7,480	8,680	9,100	9,300	9,500	9,650
\$60,000 - 79,999	1,500	3,700	5,130	6,290	7,480	8,680	9,880	11,080	11,500	11,700	11,900	12,050
\$80,000 - 99,999	1,870	4,070	5,690	7,050	8,250	9,450	10,650	11,850	12,260	12,460	12,870	13,820
\$100,000 - 124,999	2,040	4,440	6,070	7,430	8,630	9,830	11,030	12,230	13,190	14,190	15,190	16,150
\$125,000 - 149,999	2,040	4,440	6,070	7,430	8,630	9,980	11,980	13,980	15,190	16,190	17,270	18,530
\$150,000 - 174,999	2,040	4,440	6,070	7,980	9,980	11,980	13,980	15,980	17,420	18,720	20,020	21,280
\$175,000 - 199,999	2,190	5,390	7,820	9,980	11,980	14,060	16,360	18,660	20,170	21,470	22,770	24,030
\$200,000 - 249,999	2,720	6,190	8,920	11,380	13,680	15,980	18,280	20,580	22,090	23,390	24,690	25,950
\$250,000 - 449,999	2,970	6,470	9,200	11,660	13,960	16,260	18,560	20,860	22,380	23,680	24,980	26,230
\$450,000 and over	3,140	6,840	9,770	12,430	14,930	17,430	19,930	22,430	24,150	25,650	27,150	28,600

EMPLOYEE'S WITHHOLDING ALLOWANCE CERTIFICATE

Type or Print Your Full Name	Your Social Security Number
Home Address (Number and Street or Rural Route)	Filing Status Withholding Allowances
City, State, and ZIP Code	☐ SINGLE or MARRIED (with two or more incomes) ☐ MARRIED (one income) ☐ HEAD OF HOUSEHOLD

- Number of allowances for Regular Withholding Allowances, Worksheet A _____
 Number of allowances from the Estimated Deductions, Worksheet B _____
 Total Number of Allowances (A + B) when using the California
 Withholding Schedules for 2011 _____
 OR
- Additional amount of State income tax to be withheld each pay period (if employer agrees), Worksheet C _____
 OR
- I certify under penalty of perjury that I am not subject to California withholding. I meet the conditions set forth under
 the Service Member Civil Relief Act, as amended by the Military Spouses Residency Relief Act. (Check box here) ☐

Under the penalties of perjury, I certify that the number of withholding allowances claimed on this certificate does not exceed the number to which I am entitled or, if claiming exemption from withholding, that I am entitled to claim the exempt status.

Signature _____ Date _____

Employer's Name and Address	California Employer Account Number
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Give the top portion of this page to your employer and keep the remainder for your records.

YOUR CALIFORNIA PERSONAL INCOME TAX MAY BE UNDERWITHHELD IF YOU DO NOT FILE THIS DE 4 FORM

IF YOU RELY ON THE FEDERAL FORM W-4 FOR YOUR CALIFORNIA WITHHOLDING ALLOWANCES, YOUR CALIFORNIA STATE PERSONAL INCOME TAX MAY BE UNDERWITHHELD AND YOU MAY OWE MONEY AT THE END OF THE YEAR.

PURPOSE: This certificate, DE 4, is for **California personal income tax withholding** purposes only. The DE 4 is used to compute the amount of taxes to be withheld from your wages, by your employer, to accurately reflect your state tax withholding obligation.

You should complete this form if either:

- (1) You claim a different marital status, number of regular allowances, or different additional dollar amount to be withheld for California personal income tax withholding than you claim for federal income tax withholding or,
- (2) You claim additional allowances for estimated deductions.

THIS FORM WILL NOT CHANGE YOUR FEDERAL WITHHOLDING ALLOWANCES.

The federal Form W-4 is applicable for California withholding purposes if you wish to claim the same marital status, number of regular allowances, and/or the same additional dollar amount to be withheld for state and federal purposes. However, federal tax brackets and withholding methods do not reflect state personal income tax withholding tables. **If you rely on the number**

of withholding allowances you claim on your Form W-4 withholding allowance certificate for your state income tax withholding, you may be significantly underwithheld. This is particularly true if your household income is derived from more than one source.

CHECK YOUR WITHHOLDING: After your Form W-4 and/or DE 4 takes effect, compare the State income tax withheld with your estimated total annual tax. For State withholding, use the worksheets on this form, and for federal withholding use the Internal Revenue Service (IRS) Publication 919 or federal withholding calculations.

EXEMPTION FROM WITHHOLDING: If you wish to claim exempt, complete the federal Form W-4. You may claim exempt from withholding California income tax if you did not owe any federal income tax last year and you do not expect to owe any federal income tax this year. The exemption automatically expires on February 15 of the next year. If you continue to qualify for the exempt filing status, a new Form W-4 designating EXEMPT must be submitted before February 15. If you are not having federal income tax withheld this year but expect to have a tax liability next year, the law requires you to give your employer a new Form W-4 by December 1.

EXEMPTION FROM WITHHOLDING (continued): Under the Service Member Civil Relief Act, as amended by the Military Spouses Residency Relief Act, you may be exempt from California income tax on your wages if (i) your spouse is a member of the armed forces present in California in compliance with military orders; (ii) you are present in California solely to be with your spouse; and (iii) you maintain your domicile in another state. If you claim exemption under this act, check the box on Line 3. You may be required to provide proof of exemption upon request.

IF YOU NEED MORE DETAILED INFORMATION, SEE THE INSTRUCTIONS THAT CAME WITH YOUR LAST CALIFORNIA INCOME TAX RETURN OR CALL THE FRANCHISE TAX BOARD.

IF YOU ARE CALLING FROM WITHIN THE UNITED STATES

(800) 852-5711 (voice)

(800) 822-6268 (TTY)

IF YOU ARE CALLING FROM OUTSIDE THE UNITED STATES (Not Toll Free)

(916) 845-6500

The *California Employer's Guide* (DE 44) provides the income tax withholding tables. This publication may be found on EDD's Web site at www.edd.ca.gov/Payroll_Taxes/Forms_and_Publications.htm. To assist you in calculating your tax liability, please visit the Franchise Tax Board's Web site at: www.ftb.ca.gov/individuals/index.shtml.

NOTIFICATION: Your employer is required to send a copy of your DE 4 to the Franchise Tax Board (FTB) if it meets either of the following two conditions:

- You claim more than 10 withholding allowances.
- You claim exemption from State or federal income tax withholding and your employer expects your usual weekly wages to exceed \$200 per week.

IF THE IRS INSTRUCTS YOUR EMPLOYER TO WITHHOLD FEDERAL INCOME TAX BASED ON A CERTAIN WITHHOLDING STATUS, YOUR EMPLOYER IS REQUIRED TO USE THE SAME WITHHOLDING STATUS FOR STATE INCOME TAX WITHHOLDING IF YOUR WITHHOLDING ALLOWANCES FOR STATE PURPOSES MEET THE REQUIREMENTS LISTED UNDER "NOTIFICATION." IF YOU FEEL THAT THE FEDERAL DETERMINATION IS NOT CORRECT FOR STATE WITHHOLDING PURPOSES, YOU MAY REQUEST A REVIEW.

To do so, write to:

W-4 Unit
Franchise Tax Board MS F180
P.O. Box 2952
Sacramento, CA 95812-2952
Fax: (916) 843-1094

Your letter should contain the basis of your request for review. You will have the burden of showing the federal determination incorrect for State withholding purposes. The Franchise Tax Board (FTB) will limit its review to that issue. The FTB will notify both you and your employer of its findings. Your employer is then required to withhold State income tax as instructed by FTB. In the event FTB or IRS finds there is no reasonable basis for the number of withholding exemptions that you claimed on your Form W-4/DE 4, you may be subject to a penalty.

PENALTY: You may be fined \$500 if you file, with no reasonable basis, a DE 4 that results in less tax being withheld than is properly allowable. In addition, criminal penalties apply for willfully supplying false or fraudulent information or failing to supply information requiring an increase in withholding. This is provided for by Section 19176 of the California Revenue and Taxation Code.

INSTRUCTIONS — 1 — ALLOWANCES*

When determining your withholding allowances, you must consider your personal situation:

- Do you claim allowances for dependents or blindness?
- Are you going to itemize your deductions?
- Do you have more than one income coming into the household?

TWO-EARNER/TWO-JOBS: When earnings are derived from more than one source, underwithholding may occur. If you have a working spouse or more than one job, it is best to check the box "SINGLE or MARRIED (with two or more incomes)." Figure the total number of allowances you are entitled to claim on all jobs using only one DE 4 form. Claim allowances with one employer. Do not claim the same allowances with more than one employer. Your withholding will usually be most accurate when all allowances are claimed on the DE 4 or Form W-4 filed for the highest paying job and zero allowances are claimed for the others.

MARRIED BUT NOT LIVING WITH YOUR SPOUSE: You may check the "Head of Household" marital status box if you meet all of the following tests:

- (1) Your spouse will not live with you at any time during the year;
- (2) You will furnish over half of the cost of maintaining a home for the entire year for yourself and your child or stepchild who qualifies as your dependent; and
- (3) You will file a separate return for the year.

HEAD OF HOUSEHOLD: To qualify, you must be unmarried or legally separated from your spouse and pay more than 50% of the costs of maintaining a home for the entire year for yourself and your dependent(s) or other qualifying individuals. Cost of maintaining the home includes such items as rent, property insurance, property taxes, mortgage interest, repairs, utilities, and cost of food. It does not include the individual's personal expenses or any amount which represents value of services performed by a member of the household of the taxpayer.

WORKSHEET A

REGULAR WITHHOLDING ALLOWANCES

- (A) Allowance for yourself — enter 1 (A) _____
- (B) Allowance for your spouse (if not separately claimed by your spouse) — enter 1 (B) _____
- (C) Allowance for blindness — yourself — enter 1 (C) _____
- (D) Allowance for blindness — your spouse (if not separately claimed by your spouse) — enter 1 (D) _____
- (E) Allowance(s) for dependent(s) — do not include yourself or your spouse (E) _____
- (F) Total — add lines (A) through (E) above (F) _____

INSTRUCTIONS — 2 — ADDITIONAL WITHHOLDING ALLOWANCES

If you expect to itemize deductions on your California income tax return, you can claim additional withholding allowances. Use Worksheet B to determine whether your expected estimated deductions may entitle you to claim one or more additional withholding allowances. Use last year's FTB 540 form as a model to calculate this year's withholding amounts.

Do not include deferred compensation, qualified pension payments or flexible benefits, etc., that are deducted from your gross pay but are not taxed on this worksheet.

You may reduce the amount of tax withheld from your wages by claiming one additional withholding allowance for each \$1,000, or fraction of \$1,000, by which you expect your estimated deductions for the year to exceed your allowable standard deduction.

WORKSHEET B

ESTIMATED DEDUCTIONS

1. Enter an estimate of your itemized deductions for California taxes for this tax year as listed in the schedules in the FTB 540 form 1. _____
2. Enter \$7,340 if married filing joint with two or more allowances, unmarried head of household, or qualifying widow(er) with dependent(s) or \$3,670 if single or married filing separately, dual income married, or married with multiple employers - 2. _____
3. Subtract line 2 from line 1, enter difference = 3. _____
4. Enter an estimate of your adjustments to income (alimony payments, IRA deposits) + 4. _____
5. Add line 4 to line 3, enter sum = 5. _____
6. Enter an estimate of your nonwage income (dividends, interest income, alimony receipts) - 6. _____
7. If line 5 is greater than line 6 (if less, see below);
Subtract line 6 from line 5, enter difference = 7. _____
8. Divide the amount on line 7 by \$1,000, round any fraction to the nearest whole number 8. _____
Enter this number on line 1 of the DE 4. Complete Worksheet C, if needed.
9. If line 6 is greater than line 5;
Enter amount from line 6 (nonwage income) 9. _____
10. Enter amount from line 5 (deductions) 10. _____
11. Subtract line 10 from line 9, enter difference 11. _____
Complete Worksheet C

*Wages paid to registered domestic partners will be treated the same for State income tax purposes as wages paid to spouses for California Personal Income Tax (PIT) withholding and PIT wages. This new law does not impact federal income tax law. A registered domestic partner means an individual partner in a domestic partner relationship within the meaning of Section 297 of the Family Code. For more information, please call our Taxpayer Assistance Center at (888) 745-3886.

WORKSHEET C
TAX WITHHOLDING AND ESTIMATED TAX

1. Enter estimate of total wages for tax year 2011 1. _____
2. Enter estimate of nonwage income (line 6 of Worksheet B) 2. _____
3. Add line 1 and line 2. Enter sum 3. _____
4. Enter itemized deductions or standard deduction (line 1 or 2 of Worksheet B, whichever is largest) 4. _____
5. Enter adjustments to income (line 4 of Worksheet B) 5. _____
6. Add line 4 and line 5. Enter sum 6. _____
7. Subtract line 6 from line 3. Enter difference 7. _____
8. Figure your tax liability for the amount on line 7 by using the 2011 tax rate schedules below 8. _____
9. Enter personal exemptions (line F of Worksheet A x \$108.90) 9. _____
10. Subtract line 9 from line 8. Enter difference 10. _____
11. Enter any tax credits. (See FTB Form 540) 11. _____
12. Subtract line 11 from line 10. Enter difference. This is your total tax liability 12. _____
13. Calculate the tax withheld and estimated to be withheld during 2011. Contact your employer to request the amount that will be withheld on your wages based on the marital status and number of withholding allowances you will claim for 2011. Multiply the estimated amount to be withheld by the number of pay periods left in the year. Add the total to the amount already withheld for 2011 13. _____
14. Subtract line 13 from line 12. Enter difference. If this is less than zero, you do not need to have additional taxes withheld 14. _____
15. Divide line 14 by the number of pay periods remaining in the year. Enter this figure on line 2 of the DE 4 15. _____

NOTE: Your employer is not required to withhold the additional amount requested on line 2 of your DE 4. If your employer does not agree to withhold the additional amount, you may increase your withholdings as much as possible by using the "single" status with "zero" allowances. If the amount withheld still results in an underpayment of state income taxes, you may need to file quarterly estimates on Form 540-ES with the FTB to avoid a penalty.

THESE TABLES ARE FOR CALCULATING WORKSHEET C AND FOR 2011 ONLY

SINGLE OR MARRIED WITH DUAL EMPLOYERS				
IF THE TAXABLE INCOME IS		COMPUTED TAX IS		
OVER	BUT NOT OVER	OF AMOUNT OVER . . .		PLUS*
\$0	\$7,124	1.100%	\$0	\$0.00
\$7,124	\$16,890	2.200%	\$7,124	\$78.36
\$16,890	\$26,657	4.400%	\$16,890	\$293.21
\$26,657	\$37,005	6.600%	\$26,657	\$722.96
\$37,005	\$46,766	8.800%	\$37,005	\$1,405.93
\$46,766	\$1,000,000	10.230%	\$46,766	\$2,264.90
\$1,000,000	and over	11.330%	\$1,000,000	\$99,780.74

MARRIED FILING JOINT OR QUALIFYING WIDOW(ER) TAXPAYERS				
IF THE TAXABLE INCOME IS		COMPUTED TAX IS		
OVER	BUT NOT OVER	OF AMOUNT OVER . . .		PLUS*
\$0	\$14,248	1.100%	\$0	\$0.00
\$14,248	\$33,780	2.200%	\$14,248	\$156.73
\$33,780	\$53,314	4.400%	\$33,780	\$586.43
\$53,314	\$74,010	6.600%	\$53,314	\$1,445.93
\$74,010	\$93,532	8.800%	\$74,010	\$2,811.87
\$93,532	\$1,000,000	10.230%	\$93,532	\$4,529.81
\$1,000,000	and over	11.330%	\$1,000,000	\$97,261.49

UNMARRIED HEAD OF HOUSEHOLD TAXPAYERS				
IF THE TAXABLE INCOME IS		COMPUTED TAX IS		
OVER	BUT NOT OVER	OF AMOUNT OVER . . .		PLUS*
\$0	\$14,257	1.100%	\$0	\$0.00
\$14,257	\$33,780	2.200%	\$14,257	\$156.83
\$33,780	\$43,545	4.400%	\$33,780	\$586.34
\$43,545	\$53,893	6.600%	\$43,545	\$1,016.00
\$53,893	\$63,657	8.800%	\$53,893	\$1,698.97
\$63,657	\$1,000,000	10.230%	\$63,657	\$2,558.20
\$1,000,000	and over	11.330%	\$1,000,000	\$98,346.09

*marginal tax

IF YOU NEED MORE DETAILED INFORMATION, SEE THE INSTRUCTIONS THAT CAME WITH YOUR LAST CALIFORNIA INCOME TAX RETURN OR CALL FRANCHISE TAX BOARD:

IF YOU ARE CALLING FROM WITHIN THE UNITED STATES (800) 852-5711 (voice)
(800) 822-6268 (TTY)

IF YOU ARE CALLING FROM OUTSIDE THE UNITED STATES (916) 845-6500
(Not Toll Free)

DE 4 information is collected for purposes of administering the Personal Income Tax law and under the Authority of Title 22 of the California Code of Regulations and the Revenue and Taxation Code, including Section 18624. The Information Practices Act of 1977 requires that individuals be notified of how information they provide may be used. Further information is contained in the instructions that came with your last California income tax return.



CalPERS
BENEFICIARY DESIGNATION
 PERS-BSD-241 (Revised 12/04)

TO: CalPERS/ Benefit Services Division
P.O. Box 942711
Sacramento, CA 94229-2711
Fax:(916) 795-3933
Phone:(888) CalPERS (225-7377)

MEMBER'S FULL NAME (PLEASE PRINT)	SOCIAL SECURITY NUMBER	BIRTH DATE	TELEPHONE NUMBER
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I understand that if I am married or in a registered domestic partnership but do not name my spouse or domestic partner as beneficiary, she/he may still be entitled to a community property share of my 'Lump Sum Contributions' or a share of any monthly allowance that may be payable. My 'Non-Spouse or Non-Partner' designated beneficiaries will receive the portion of my lump sum benefits, which are not payable to my spouse or domestic partner as his/her community property share. I further understand that if my death is determined to be "Industrial," special death benefits will be paid in the manner prescribed by law. If no percentage (%) is given, the applicable benefits will be paid SHARE AND SHARE ALIKE.

PRIMARY BENEFICIARIES

FIRST NAME	MIDDLE NAME	LAST NAME	%	RELATIONSHIP TO MEMBER	SOCIAL SECURITY NUMBER
ADDRESS (Number and Street)		(City)		(State)	(Zip Code)
FIRST NAME	MIDDLE NAME	LAST NAME	%	RELATIONSHIP TO MEMBER	SOCIAL SECURITY NUMBER
ADDRESS (Number and Street)		(City)		(State)	(Zip Code)
FIRST NAME	MIDDLE NAME	LAST NAME	%	RELATIONSHIP TO MEMBER	SOCIAL SECURITY NUMBER
ADDRESS (Number and Street)		(City)		(State)	(Zip Code)

In the event that I survive the person(s) named above, I hereby designate the following person(s) who survive me, as BENEFICIARIES. If no percentage (%) is given, benefits will be paid SHARE AND SHARE ALIKE.

SECONDARY BENEFICIARIES

FIRST NAME	MIDDLE NAME	LAST NAME	%	RELATIONSHIP TO MEMBER	SOCIAL SECURITY NUMBER
ADDRESS (Number and Street)		(City)		(State)	(Zip Code)
FIRST NAME	MIDDLE NAME	LAST NAME	%	RELATIONSHIP TO MEMBER	SOCIAL SECURITY NUMBER
ADDRESS (Number and Street)		(City)		(State)	(Zip Code)

Should I survive all of the persons named above, I understand that the benefits payable on account of my death will be paid to my statutory beneficiaries, or to such other beneficiary or beneficiaries that I may hereafter designate in writing to the Board of Administration, all in accordance with the applicable provisions of law.

BY THIS BENEFICIARY DESIGNATION, I HEREBY REVOKE ANY PREVIOUS DESIGNATION I HAVE FILED. I UNDERSTAND THAT MY MARRIAGE OR REGISTERED DOMESTIC PARTNERSHIP, DISSOLUTION OR ANNULMENT OF MY MARRIAGE OR DOMESTIC PARTNERSHIP, OR THE BIRTH OR ADOPTION OF A CHILD OR TERMINATION OF MEMBERSHIP SUBSEQUENT TO THE DATE I FILE THIS FORM WITH CALPERS, WILL AUTOMATICALLY VOID THIS DESIGNATION. HOWEVER, A DESIGNATION FILED AFTER THE INITIATION OF A DISSOLUTION/ANNULMENT OF MARRIAGE OR REGISTERED DOMESTIC PARTNERSHIP IS NOT REVOKED WHEN THE DISSOLUTION/ANNULMENT IS FINALIZED.

Signatures Required

Are you legally married or have a registered domestic partner? ☐ No ☐ Yes

If yes, your spouse or registered domestic partner must sign this form

If no, please indicate: ☐ Never married/or Never in Domestic Partnership ☐ Divorced/Annulled ☐ Widowed

IMPORTANT – You must complete the BSD-800 on the reverse side of this form if you are married or have a registered domestic partnership but your spouse or domestic partner is unable to sign below.

MEMBER SIGNATURE: _____ Date: _____

MEMBER ADDRESS: _____
 (Number and Street) (City) (State) (Zip Code)

SPOUSAL/REGISTERED DOMESTIC PARTNER ACKNOWLEDGEMENT: *By signing this beneficiary designation form, I acknowledge the information entered by my spouse/domestic partner.*

SPOUSE/DOMESTIC PARTNER SIGNATURE: _____

INFORMATION AND INSTRUCTIONS FOR CALPERS BENEFICIARY DESIGNATION FORM

If you die before you retire, the Public Employees' Retirement Law provides for payment of specific Death Benefits to your surviving beneficiaries. Please see your personnel officer for a description of the benefits. The benefits are payable to the following beneficiaries:

- A. If you are a safety member and your death is job-related, or if you are not a safety member but you are fatally attacked while performing your official job duties, the Special Death Benefit may be payable. This benefit is payable by law to your surviving spouse/registered domestic partner (whether or not you were still living together at the time of your death) or, if none, to your unmarried children/step-children under age 22, whether or not you have filed a beneficiary designation.
- B. If you are eligible for retirement or you are a State member with at least 20 years of State service credit, a monthly death benefit allowance may be payable. If you do not have a valid beneficiary designation on file, the benefits will be payable to your surviving spouse/registered domestic partner to whom you have been married to or in a partnership with for either one year or prior to the onset of the injury or illness that resulted in death. Or, if there is no eligible surviving spouse/registered domestic partner, the allowance will be payable to your unmarried minor children, if any.

If you *do have* a valid beneficiary designation on file your spouse/registered domestic partner may still be entitled to a community property share of your lump sum contributions or monthly death benefit allowance. However, your non-spouse/non-domestic partner designated beneficiaries will receive the portion of your lump sum benefits which are not payable to your spouse/registered domestic partner as his/her community property share.

- C. If A and B do not apply and *there is no* valid Beneficiary Designation on file at the time of death, the benefits will be payable to your survivors in the following order:
 - 1. Your surviving spouse/registered domestic partner (whether or not you were still living together at the time of your death); or, if none
 - 2. Natural and adopted children, including (in limited situations) a natural child adopted by another, share and share alike; or, if none,
 - 3. Parents, share and share alike; or if none,
 - 4. Brothers and sisters, share and share alike, or if none,
 - 5. Your estate (if probated, or subject to probate), or if not,
 - 6. Your trust (if one exists), or if not,
 - 7. Stepchildren, share and share alike, or, if none,
 - 8. Grandchildren, including step-grandchildren, share and share alike, or, if none,
 - 9. Nieces and nephews, share and share alike, or, if none,
 - 10. Great-grandchildren, share and share alike, or, if none,
 - 11. Cousins, share and share alike.

If A and B do not apply and *there is* a valid Beneficiary Designation on file at the time of death, the benefits will be payable to the beneficiary(ies) you designate on the form. **However, if you are married or have a registered domestic partner at the time of death, your spouse/domestic partner may still be entitled to a community property share of your lump sum contributions.**

- D. You may designate or change your beneficiaries at any time by completing another Beneficiary Designation form. You may name as beneficiary any person or persons, a corporation or your estate. Payment will be made to your estate only if probated. You may designate a trust as your beneficiary; however, you must provide the name of the trust, the date of the trust, and the name and address where the trust is filed. It is not necessary to provide the name of the trustee. **Reminder: If you are married or in a domestic partnership at the time of your death and you do not name your spouse/domestic partner as beneficiary, he/she may still be entitled to a community property share of your lump sum contributions or a share of any monthly allowance that may be payable.**
- E. Your Beneficiary Designation will be revoked automatically, and benefits will be payable to the closest survivor listed in section C, if any of the following events occur after your designation form is received by CalPERS:
 - 1. Marriage/Registration of Domestic Partnership; or
 - 2. Dissolution or annulment of your marriage/domestic partnership. However, a designation filed after the initiation of a dissolution/annulment of marriage or domestic partnership is NOT revoked when the dissolution/annulment is finalized; or
 - 3. Birth or adoption of a child; or
 - 4. Termination of membership that results in a refund of your contributions.

INSTRUCTIONS (See Reverse Side of This Page)

INSTRUCTIONS

1. Print clearly with ball point pen or type all information requested. If you make an error, make the necessary correction by lining through the error and initialing the change. No erasures or correction fluid will be accepted.
2. Enter on the form the full name of your beneficiaries, relationship, social security number (if known), and the complete address for each. (If the form does not provide enough space, you may attach additional sheets provided you indicate whether you are designating "primary" or "secondary" beneficiaries. You must sign, date, and write your social security number at the top of each additional sheet.)
3. If a (%) is entered make sure the total equals 100%.
4. Your spouse/registered domestic partner must sign the form to acknowledge the names of the beneficiaries you are designating. **IMPORTANT:** If you are unable to obtain your spouse's/domestic partner's signature, you MUST complete the BSD-800, "Justification for Absence of Spouse or Domestic Partner's Signature" form, on the reverse side of the designation form or your designation form may be rejected.
5. Enter the date you signed the form and your current mailing address.
6. Mail the completed form to the Public Employees' Retirement System at the address shown, or you may fax it to (916) 795-3933.
7. After CalPERS receives and reviews the form a confirmation letter will be mailed to you within 6 weeks. If the form is not acceptable a new form will be mailed to you to complete.

IMPORTANT INFORMATION

The Information Practices Act of 1977 and the Federal Privacy Act require the California Public Employees' Retirement System to provide the following information to individuals who are asked to supply information. The information requested is collected pursuant to the Government Code Sections (20000, et seq.) and will be used for administration of the Board's duties under the Retirement Law, the Social Security Act, and the Public Employees' Medical and Hospital Care Act, as the case may be. Failure to supply all of the requested information may result in the System being unable to perform its functions regarding your status. Portions of this information may be transferred to: state and public agency employers, California State Attorney General, Office of the State Controller, Teale Data Center, Franchise Tax Board, Internal Revenue Service, Workers' Compensation Appeals Board, State Compensation Insurance Fund, County District Attorneys, Social Security Administration, beneficiaries of deceased members, physicians, insurance carriers, and various vendors who prepare microfiche/microfilm for CalPERS. Disclosure to these parties is done in strict accordance with current statutes regarding confidentiality.

You have the right to review your membership files maintained by the California Public Employees' Retirement System. For questions concerning your rights under the Information Practices Act of 1977, please contact the Information Practices Act Coordinator, CalPERS, P.O. Box 942702, Sacramento, CA 94229



Benefit Services Division
P.O. Box 942711
Sacramento, CA 94229-2711
(888) Cal-PERS (225-7377)
TDD - (916) 795-3240; FAX (916) 795-3933

JUSTIFICATION FOR ABSENCE OF SPOUSE OR REGISTERED DOMESTIC PARTNER'S SIGNATURE

Pursuant to Government Code Section 21261, the member's current spouse or registered domestic partner must be made aware of the selection of benefits or change in beneficiary made by the member. The spouse or domestic partner of a CalPERS member must acknowledge the submission of a request for refund of contributions; election of retirement optional settlement; and designation of beneficiary for Pre-retirement Death Benefits.

If a spouse or domestic partner's signature does not appear on one of the above-mentioned documents, the following information **MUST** be completed by the member and submitted with the application/form.

MEMBER'S NAME (TYPED OR PRINTED)	SOCIAL SECURITY NUMBER
APPLICATION SUBMITTED	
BENEFICIARY DESIGNATION (PERS-BSD-241)	

Select either 1 or 2 and indicate specifics:

1. ☐ By checking this box, I indicate that I am not legally married or in a registered domestic partnership because:
- ☐ Never married or never in registered domestic partnership.
 - ☐ Divorced/marriage annulled or domestic partnership terminated. _____
Date (mm/dd/yyyy)
 - ☐ Widowed. _____
Date (mm/dd/yyyy)
2. ☐ By checking this box, I indicate that I am married or have a domestic partner, but my spouse or domestic partner did not sign this form because:
- ☐ I do not know and have taken all reasonable steps to determine the whereabouts of my spouse or domestic partner, **OR**,
 - ☐ My spouse or domestic partner has been advised of the application and has refused to sign the written acknowledgement; **OR**
 - ☐ My spouse or domestic partner is incapable of executing the acknowledgement because of an incapacitating mental or physical condition; **OR**,
 - ☐ My spouse or domestic partner has no identifiable community property interest in the benefit, **OR**,
 - ☐ My spouse or domestic partner and I have executed a marriage settlement or partnership agreement that makes the community property law inapplicable to the marriage or partnership.

I certify under penalty of perjury that the foregoing information is true and correct.

MEMBER'S SIGNATURE	DATE SIGNED
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California Public Employees' Retirement System
P.O. Box 942709 Sacramento, CA 94229-2709
888 CalPERS (or 888-225-7377)
TTY: (877) 249-7442 | Fax: (916) 795-4166
www.calpers.ca.gov

Employer Account Management Division

Dear Member,

The California Public Employees' Retirement System (CalPERS) requires all members hired after January 1, 2013 complete the ***Reciprocal Self-Certification Form (PERS-EAMD-801)*** to provide essential information that will be used by your employer to enroll you in CalPERS membership.

This form obtains information regarding your membership in other qualifying public retirement systems and *must be returned to your employer within 10 business days of receipt*. Use the instructions provided on the back of the form and reference the List of Qualifying Public Retirement Systems for assistance. Information regarding your membership in a defined benefit plan for any of the listed qualifying public retirement system must be provided. **However, information related to CalPERS membership should not be included when completing this form, as this data is already stored in the CalPERS system.**

It is your responsibility to ensure the accuracy and completeness of the information you provide. Inaccurate information may result in adjustments to your account which could lead to adverse impacts such as incurring financial obligations that you and your employer will be responsible to fulfill.

For more information regarding the ***Reciprocal Self-Certification Form***, please visit our website at www.calpers.ca.gov.

Please note: The completion of the ***Reciprocal Self-Certification Form*** does not establish [reciprocity](#), nor is it a request to establish reciprocity. To request that reciprocity be established, download the **When You Change Retirement Systems (PUB 16)** publication to obtain the **Confirmation of Intent to Establish Reciprocity When Changing Retirement Systems (PERS-CASD-255)** form. This publication is available at www.calpers.ca.gov.

Sincerely,

Membership Services

Enclosures: List of Qualifying Public Retirement Systems in California, ***Reciprocal Self-Certification Form***, and Directions for Completing Reciprocal Self-Certification Form

List of Qualifying Public Retirement Systems in California

Name of Public Retirement System	Qualifications:
Alameda County Employees' Retirement Association [^]	
City and County of San Francisco Employees' Retirement System*	
City of Concord Retirement System*	
City of Costa Mesa Public Retirement System*	Safety only
City of Fresno Retirement System	
City of Pasadena Fire and Police Retirement System	Fire and police only
City of San Clemente*	Non-safety (miscellaneous) only
Contra Costa County Employees' Retirement Association [^]	
Contra Costa Water District	
East Bay Municipal Utility District	
East Bay Regional Park District	Safety only
Fresno County Employees' Retirement Association [^]	
Imperial County Employees' Retirement Association [^]	
Judges Retirement System II	
Kern County Employees' Retirement System [^]	
Legislators' Retirement System	
Los Angeles City Employees' Retirement System	Non-safety (miscellaneous) only; L.A. Fire and Police Pension System and L.A. Water and Power Employees' Retirement System not eligible
Los Angeles County Employees' Retirement Association [^]	
Los Angeles County Metropolitan Transportation Authority	Non-contract Employees' Retirement Income Plan, formerly Southern California Rapid Transit District
Marin County Employees' Retirement Association [^]	
Mendocino County Employees' Retirement Association [^]	
Merced County Employees' Retirement Association [^]	
Oakland Municipal Employees' Retirement System (City of Oakland)	Non-safety (miscellaneous) only
Orange County Employees' Retirement System [^]	
Sacramento City Employees' Retirement System*	
Sacramento County Employees' Retirement System [^]	Defined benefit plan only; cash balance plans not eligible
San Bernardino County Retirement Association [^]	
San Diego City Employees' Retirement System	Defined benefit plan only; cash balance plans not eligible
San Diego County Employees' Retirement Association [^]	
San Joaquin County Employees' Retirement Association [^]	
San Jose Federated City Employees' Retirement System	
San Luis Obispo County Pension Trust	
San Mateo County Employees' Retirement Association [^]	
Santa Barbara County Employees' Retirement System [^]	
Sonoma County Employees' Retirement Association [^]	
Stanislaus County Employees' Retirement Association [^]	
State Teachers' Retirement System	Defined benefit plan only; cash balance plans not eligible
Tulare County Employees' Retirement Association [^]	
University of California Retirement Program	Defined benefit plan only; cash balance plans not eligible
Ventura County Employees' Retirement Association [^]	
*=Also CalPERS-covered agency	[^] =1937 Act Counties



California Public Employees' Retirement System
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www.calpers.ca.gov

Reciprocal Self-Certification Form

Complete the following information and return this form to your personnel office **within 10 business days**. To ensure this form is completed correctly, please reference the enclosed List of Qualifying Public Retirement Systems and instructions.

Section 1. Member Information	
Member Name:	(Last) (First) (Middle)
Date of Birth:	CalPERS ID:
Membership Status in Qualifying Public Retirement Systems: ☐ I have not been a member of a qualifying public retirement system in California. (skip to section 3) ☐ I have membership in a defined benefit plan under a qualifying public retirement system in California other than CalPERS. (complete section 2 with membership information for each qualifying public retirement system)	

Section 2. Qualifying Reciprocal Membership Information			
Name of Most Recent Public Retirement System:	Membership Date: / /	Separation Date*: / /	☐ Retired* or ☐ Refunded* Date: / /
Name of Prior Public Retirement System:	Membership Date: / /	Separation Date*: / /	☐ Retired* or ☐ Refunded* Date: / /
Name of Prior Public Retirement System:	Membership Date: / /	Separation Date*: / /	☐ Retired* or ☐ Refunded* Date: / /

**Please provide dates, if applicable. Not all sections may be applicable for each Public Retirement System.*

Section 3. Sign and Certify
I understand that by accepting employment in a qualified public retirement system, I am subject to the applicable laws and regulations of that system. I also understand that completing this form is not a request to establish reciprocity.
I hereby certify that the foregoing information has been verified with the qualifying public retirement system as true and correct and any information found to be incorrect may require corrections to my CalPERS account including, but not limited to, my retirement enrollment level and adjustments to my member contributions. CalPERS may make any necessary corrections to my account to ensure I am properly enrolled and eligible to receive the correct retirement benefits.
Member Signature: _____ Date: _____

Section 4. To Be Completed by Employer Only	
Name of CalPERS Agency:	
CalPERS Business Partner ID:	Member's Enrollment Eligibility Date:
Designee of Employer: (print name)	Designees' Title:
Designee Signature: _____	Date: _____
The employer must retain this form in the member's file for auditing purposes.	
<i>For more direction regarding how to process the Reciprocal Self-Certification Form, please refer to our employer reference guides.</i>	

Instructions for Completing the Reciprocal Self-Certification Form

Section 1. Member Information	• Complete the required fields with your name, date of birth, and CalPERS ID. • Check one of the appropriate boxes to indicate if you have had membership in a defined benefit plan in one of the qualifying public retirement systems named on the enclosed list. – If you have not been a member of any of the qualifying public retirement systems, mark the first box and skip to section 3. – If you have membership in a defined benefit plan of any of the qualifying public retirement systems on the enclosed list, mark the second box and continue to section 2. – This form is to obtain information regarding your membership in <u>other</u> qualifying public retirement systems; do not include CalPERS membership on this form.
Section 2. Qualifying Reciprocal Membership Information	• In the first column, titled “Name of Public Retirement System,” list the name of any qualifying public retirement systems you are a member of a defined benefit plan. – If you are a member of multiple qualifying public retirement systems, please provide the name of each system beginning with the most recent in descending order. – Please reference the enclosed List of Qualifying Public Retirement Systems in California. Only systems named on this list should be provided on the Reciprocal Self-Certification Form. • In the second column, titled “Membership Date,” list your membership date in the qualifying public retirement system. – You must provide a full date, including month, date, and year, which corresponds to each qualifying public retirement system listed. – If you are unsure of your membership date, please contact the qualifying public retirement system to confirm information prior to completing the form. • In the third column, titled “Separation Date,” list your separation date from the qualifying public retirement system. – This section may not be applicable for all qualifying public retirement systems. If you have not separated from the qualifying public retirement system, leave this field blank. – If you have separated from the qualifying public retirement system, you must provide a full date including month, date, and year. – If you are unsure of your separation date, please contact the qualifying public retirement system to confirm information prior to completing the form. • In the fourth column, titled “Retired or Refunded,” indicate if you have retired or refunded from the qualifying public retirement system. – This section may not be applicable for all qualifying public retirement systems. If you have not retired or refunded from the qualifying public retirement system, leave this field blank. – If you have retired or refunded from the qualifying public retirement system, mark the appropriate box and provide a full date including month, date, and year. – Retired: You have separated from the qualifying public retirement system and receive a monthly retirement allowance. – Refunded: You have terminated your membership in the qualifying public retirement system by withdrawing your contributions.
Section 3. Sign and Certify	• Please read the statement. Then, sign your name and date the document before returning it to your personnel office.

Privacy Notice

The privacy of personal information is of the utmost importance to CalPERS. The following information is provided to you in compliance with the Information Practices Act of 1977 and the Federal Privacy Act of 1974.

Information Purpose

The information requested is collected pursuant to the Government Code (sections 20000 et seq.) and will be used for administration of Board duties under the Retirement Law, the Social Security Act, and the Public Employees' Medical and Hospital Care Act, as the case may be. Submission of the requested information is mandatory. Failure to comply may result in CalPERS being unable to perform its functions regarding your status.

Please do not include information that is not requested.

Social Security Numbers

Social Security numbers are collected on a mandatory and voluntary basis. If this is CalPERS' first request for disclosure of your Social Security number, then disclosure is mandatory. If your Social Security number has already been provided, disclosure is voluntary. Due to the use of Social Security numbers by other agencies for identification purposes, we may be unable to verify eligibility for benefits without the number.

Social Security numbers are used for the following purposes:

1. Enrollee identification
2. Payroll deduction/state contributions
3. Billing of contracting agencies for employee/ employer contributions
4. Reports to CalPERS and other state agencies
5. Coordination of benefits among carriers
6. Resolving member appeals, complaints, or grievances with health plan carriers

Information Disclosure

Portions of this information may be transferred to other state agencies (such as your employer), physicians, and insurance carriers, but only in strict accordance with current statutes regarding confidentiality.

Your Rights

You have the right to review your membership files maintained by the System. For questions about this notice, our Privacy Policy, or your rights, please write to the CalPERS Privacy Officer at 400 Q Street, Sacramento, CA 95811 or call us at **888 CalPERS** (or 888-225-7377).

PAYROLL DIRECT DEPOSIT AUTHORIZATION

Mail to YCCD-Payroll Dept
PO Box 4065
Modesto, CA 95352

It may take up to 3 payroll cycles for direct deposit to go into effect. During the first cycle and possibly the second cycle you will receive a check in the mail, sent to the address you have on file with Human Resources. You must attach a voided check or a print out from your banking institution stating your name, routing number, account number, and type of account. A deposit slip is not acceptable. **Failure to follow these instructions will result in denial of your request, and it will be sent back to you unprocessed.**

Last Name

First Name

MI

EMPLOYEE ID #

Work Phone

Action

Effective Date

New

Change

Cancel

Your banking institution must have a physical branch in CA per Labor Code 212,213.

Financial Institution

Account Number

Transit Routing Number

Checking

Savings

Amount

Click here if the balance of the payment is to be deposited to this account

Additional Accounts (if deposit is to be made to multiple accounts)

Financial Institution

Account Number

Transit Routing Number

Checking

Savings

Amount

Click here if the balance of the payment is to be deposited to this account

Additional Accounts (if deposit is to be made to multiple accounts)

Financial Institution

Account Number

Transit Routing Number

Checking

Savings

Amount

Click here if the balance of the payment is to be deposited to this account

I hereby authorize YCCD to deposit and the financial institution listed below to deposit my pay automatically to my account listed above each payday and, if necessary, to adjust or reverse a deposit for any payroll entry made to my account in error. This authorization will remain in effect until I have cancelled it in writing and with such time as to afford YCCD a reasonable opportunity to act on it. YCCD can initiate termination of this agreement based on employment circumstances that may result in overpayment or due to rejection by your financial institution.

Signature

Date

OATH OF AFFIRMATION

PART 1 – OATH OF ALLEGIANCE
TO BE COMPLETED BY UNITED STATES CITIZENS ONLY

By Virtue of the provisions of Section 3107 of the Government Code, no compensation or reimbursement for expense incurred may be paid to a school district employee unless the employee has taken or subscribed to the oath or affirmation set below, prior to entering upon the duties of his/her employment.

I, (Employee Name) _____, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

**PART 2 – DECLARATION OF PERMISSION TO WORK
TO BE COMPLETED BY LEGALLY EMPLOYED NONCITIZENS ONLY**

As required in Section 3 of Article XX of the Constitution of the State of California every State employee except legally employed noncitizens, must sign the following oath or affirmation before he or she enters upon the duties of his or her State employment. Noncitizens are required to possess a Declaration of Permission to Work. If a alien employee becomes a naturalize citizen an oath must then be obtained and filed.

I am a lawful permanent resident alien of the United States. Yes No

If **NO**, please read the following:

I hereby certify, that I have permission to work in this country and have declared any restrictions placed upon me in this regards by the United States government to the appointing power.

PART 3 – SIGNATURE AND CERTIFICATION
(Notary Not Required)

(Employee Signature)

(Employee Printed Name)

For Office Use Only

Subscribed and sworn (affirmed) to/before me this _____ day of _____, 20_____

Signature of YCCD Official

Title



Policy Acknowledgement

Please read the policies/procedures carefully to ensure that you understand the policy before signing this document.

The Yosemite Community College District Board Policies and Procedures contain important information pertaining to my employment at Yosemite Community College District. I understand that if I have questions, at any time, regarding the policies/procedures, I will consult with my immediate supervisor or my Human Resources staff members.

I have read and been informed about the content, requirements, and expectations of the policies/procedures at Yosemite Community College District. I agree to abide by the guidelines as a condition of my employment and my continuing employment at Yosemite Community College District.

Since the information described in the policies and procedures are necessarily subject to change, I acknowledge that revisions to the policies/procedures may occur. All such changes will be communicated through official notices. I understand the revised information may supersede, modify, or eliminate existing policies.

Furthermore, I acknowledge that the policies and procedures are neither a contract of employment nor a legal document. I understand this manual is not intended to cover every situation that may arise during my employment, but is simply a general guide to the goals, policies, practices, benefits, and expectations of Yosemite Community College District.

1100	The Yosemite Community College District	3540	Sex/Gender Harassment, Discrimination and Sexual Misconduct	7330	Communicable Disease
1200	District Mission			7335	Health Examinations
3050	Institutional Code of Ethics	3550	Drug Free Environment and Drug Prevention Program	7336	Certification of Freedom from Tuberculosis
3410	Non-Discrimination	3560	Alcoholic Beverages, Intoxicants and Narcotics	7340	Leaves
3420	Equal Employment Opportunity			7365	Discipline and Dismissal - Classified Employees
3430	Prohibition of Harassment	3720	Computer and Network Use	7400	Staff Travel
3435	Discrimination and Harassment Complaints and Investigations	3900	Time, Place, Manner	7700	Whistleblower Protection
3505	Emergency Response Plan	6530	Authorization to Drive District Vehicles	7-8037	Duties of Employees
3510	Workplace Violence	6535	Use of District Equipment	7-8052	Dismissal
3515	Reporting of Crimes	6800	Safety	7-8057	Civility
3518	Child Abuse	7100	Commitment to Diversity	7-8058	Non-Discrimination (Equal Opportunity)
3530	Weapons on Campus	7310	Nepotism		

All District Policies/Procedures can be reviewed at <https://www.yosemite.edu/trustees/boardpolicy>.

Employees Name (Print): _____

Employee's Signature: _____ Date: _____



Yosemite Community College District
Human Resources

WARRANT(S) RECIPIENT DESIGNATION

In the event of your death, salary or other monies may be owed to you as an employee of our district. The form below permits immediate release of any warrants (checks) to a person (18 years of age or older) you designate. This can often greatly assist in time of family stress or financial need.

As provided in §53245 of the California Government Code, in the event of my death, I hereby designate the following person (designee) to receive any and all warrants payable to me by the Yosemite Community College District.

Full Legal Name of **DESIGNEE**: _____

Relationship to Employee: _____

Home Address: _____

Phone number: _____

Email Address: _____

This designation form cancels and replaces any designation previously signed for this purpose and shall remain in effect until canceled in writing.

Employee Name: _____

Employee Signature: _____ Date: _____

Employee Social Security #: _____ - _____ - _____

GOVERNMENT CODE – STATE OF CALIFORNIA

§ 53245. Any person now or hereafter employed by a county, city, municipal corporation, district, or other public agency may file with his appointing power a designation of a person who, notwithstanding any other provision of law, shall, on the death of the employee, be entitled to receive all warrants or checks that would have been payable to the decedent had he survived. The employee may change the designation from time to time. A person so designated shall claim such warrants or checks from the appointing power. On sufficient proof of identity, the appointing power shall deliver the warrants or checks to the claimant. A person who receives a warrant or check pursuant to this section is entitled to negotiate it as if he were the payee.

YCCD SAFETY—New Employee Orientation & Web-Based Safety Training

Name of Employee _____ Email _____

Job Title _____ Employee ID # _____

Department _____ Manager _____

All new employees will complete an on-line New Employee Orientation in the Risk Management Office.

Employee Training in Safety and Health is also provided to 1) all new employees and 2) all employees given new job assignments. Training on the YCCD Injury and Illness Prevention Program (IIPP) is required for all employees **within thirty days** of the commencement of new duties. Additional training will be dependent on the nature of your job duties. Web-based safety training is available through the **YCCD eLearning Portal** located at https://www.yosemite.edu/riskmanagement/yccd_employee_safety. Once added, your eLearning Portal home page will identify the safety program courses required for your job duties.

Training Required for all employees by CCR Title 8 Section 3203(a)(3):

- Injury and Illness Prevention Program Training (IIPP)

Training Required for specific job classifications or duties:

- Bloodborne Pathogens (Exposure Prevention Plan)
- Making the Right Move (Back Safety)
- Hazardous Communications (Right to Know)
- Chemical Hygiene Training (Lab Safety)
- Ergonomics (for Computer Workstations)
- Utility Cart Safety

A printable copy of the YCCD IIPP is available at <https://www.yosemite.edu/riskmanagement/formsandpublications/>. Please acknowledge receipt of this IIPP access information by signing and dating below. We will add you to the web-based training system immediately and return a copy of this page along with your own eLearning Portal logon information added.

I have received information regarding the YCCD Injury & Illness Prevention Plan access and required safety training.

Employee Signature/Date

Facilitator Signature /Date

Access to YCCD eLearning Portal:

https://www.yosemite.edu/riskmanagement/yccd_employee_safety

User Name:

Password:

YCCD—SAFETY

Procedures—New Employee Orientation & Web-Based Safety Training

TASKS
Human Resources: 1) Human Resources will refer all new employees to Risk Management to complete an on-line orientation on or before the first day of work.
Risk Management: 2) Risk Management will: • Complete identifying information (Name, Job Title, Employee ID#, Dept. / Division, Manager). • Make sure new employees sign and date the New Employee Orientation form, • Insure employee views the Very Important Points orientation film; hand employee the yellow VIP card. • Immediately forward the signed form to Campus Safety for addition to web-based training system. 3) All new Central Services, MJC & Columbia College employees, and 2) all employees given a new job assignment must undergo Safety Program Training. They receive access information to a printable copy of the Injury and Illness Prevention Program via the Orientation form and yellow VIP card. 4) Risk Management in coordination with other college staff are responsible for maintaining the Learning Management System (LMS) that tracks the completion of safety program training. The Risk Management Office will add the new employee to the database from the completed form; and send a copy of signed form with the employee's logon information direct to the new employee through the employee's manager.
Supervisor/Manager: 5) The supervisor/manager will ensure that the employee completes training required for their job classification/area as quickly as possible. Managers are able to track the progress of employees reporting to them from employee's student record located on the manager's eLearning home page. Managers/ supervisors may contact Campus Safety at 575-6005 if there are any questions regarding the safety training process. 6) With the exception of the training topics mentioned on this form, this process does not replace any requirements for periodic safety meetings, or safety trainings and documentation on topics not listed, which are currently the responsibility of department managers. Managers may contact Campus Safety for assistance in identifying additional training needs and information/resources.
Employee Responsibilities: 7) The employee is responsible for completing all web-based safety training assigned for his/her job description according to the following timeline: • Injury and Illness Prevention Program Training—within thirty days of date of hire • Remaining Web-Based Safety Training modules as identified on employee's eLearning Portal Home Page—within 30 days of date of hire. Some modules require annual refreshers. • Additional Safety Training based on job duties—as identified by supervisor



Yosemite Community College District
Human Resources

CONFIDENTIAL DATA SHEET

YCCD is required by state and federal regulation to maintain records as part of its Equal Employment Opportunity Program. Please provide the information requested on this form. Your response will be used for statistical purposes only. Employment opportunities will not be affected by failure to provide the requested information.

Name: _____ **Today's Date:** _____

Social Security Number: _____ **Position:** _____

1a. ARE YOU HISPANIC OR LATINO? Yes or No **If Yes, please check below***
If No, check "1b" below

***Mexican, Mexican-American, Chicano**
Central American
South American
Hispanic Other

1b. WHAT IS YOUR RACE/ETHNICITY? (Check one or more)

American Indian/Alaskan Native	Asian Indian	Asian Other
Black or African American	Cambodian	Chinese
Filipino	Guamanian	Hawaiian
Japanese	Korean	Laotian
Pacific Islander Other	Samoan	Vietnamese
White		

2. GENDER: MALE FEMALE

3. **DISABLED:** As defined in Section 504 of the Rehabilitation Act of 1973 and ADA, a disabled person is one who: A) has a physical or mental impairment which substantially limits one or more major life activities; B) has a record of such an impairment; OR - C) is regarded as having such an impairment.

I am a disabled individual

4. **VETERAN STATUS:** Vietnam Era (August 5, 1965 through May 7, 1975) Yes No
Disabled Veteran: Yes No

For Human Resources Use Only:
Datatel ID #: _____ Full-time: ____ Part-time: ____



Yosemite Community College District
Human Resources

EMERGENCY CONTACT INFORMATION

Print Employee Name Colleague ID # Date of Birth

Street Address (No PO Boxes) City Zip

At: MJC CC YCCD Department: _____ Phone#: _____

Check all that apply: Student Short-Term Part-Time Faculty
 Classified Faculty Mgmt/Admin

In Case of Emergency, please notify the following:

1. _____
Name Relationship

Daytime Number Evening Number Cell Number

2. _____
Name Relationship

Daytime Number Evening Number Cell Number

3. _____
Name Relationship

Daytime Number Evening Number Cell Number

Signature Date

Please return your completed form to the Human Resources Office.
This information will be kept in your Personnel File.



Yosemite Community College District Human Resources

Parking Permits

As an employee or volunteer you are required to have a parking permit if you are parking on any college property. You can purchase a daily parking pass at any Day Pass Machine (DPM) available in most parking lots and park in Student Parking only, or you may purchase a semester (Adjunct) or annual (Faculty/Classified/Management) parking permit.

To purchase a parking permit you need to go to **mycampuspermit.com** at any time during a semester. Parking permits are distributed via the USPS to the address you provide and come in the form of a decal. Decals must be placed in the lower right corner of the front windshield; or you may also purchase a reusable clear mirror hanger for your decal, for \$1.50, if you prefer that method.

What if I have a Handicap Placard/License Plate?

If you have a valid handicap placard/license plate you do not need to purchase a parking permit. Persons with a valid handicap placard, under Section 22511.5 CVC, may park in designated disabled parking stalls, or staff or student parking stalls if no disabled stalls are available. You may not use areas that are not indicated as parking areas. If you have a short-term disability, you may apply for a short-term permit at a Health Services office which will allow you to park closer to your class.

Visitor Parking

The free visitor parking is available to guests of the YCCD. Visitor parking is for thirty (30) minutes only and the spaces are designated with a green curb. Beware, students, staff, and faculty with a valid parking permit will be ticketed if caught parking in these spaces.

PARKING AND TRAFFIC ORDINANCES

Community College District
Modesto Junior College
Columbia College



ADOPTED BY:
YOSEMITE COMMUNITY COLLEGE DISTRICT
(Revisions: December 12, 2007; August 2009;
Bail Schedule revision 12/10/10)



FOR OFFICE USE:

CSEA ID _____

AREA _____

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Application for Membership and Salary Deduction Authorization

**PLEASE PRINT**

Last 4 Digits of SSN _____ Chapter Name _____ Chapter Number _____ E-mail _____

Last Name _____ Legal First Name _____ MI _____ DOB _____ Female _____ Male _____
 Mo Day Yr

Street Address _____ City _____ State _____ Zip _____ Home Telephone _____
 ()

Mailing Address (if different) _____ City _____ State _____ Zip _____ Cell Telephone _____
 ()

District/Employer _____ Work Site _____ Employee number _____ Work Telephone _____
 ()

Select one: 9 Month Employee 10 Month Employee 11 Month Employee 12 Month Employee Other _____

Select one: 1. Maintenance & Operations 2. Office & Technical 3. Food Service 4. Transportation
 5. Paraeducator 6. Special Services

I wish to be represented by CSEA as my sole and exclusive collective bargaining representative for all matters relating to wages, hours and other terms and conditions of employment.

I hereby apply for membership in CSEA and agree to abide by the Constitution and Bylaws and written policy of CSEA at any level. I hereby separately authorize and direct my employer to deduct from my salary and pay to CSEA its regular rate of dues and chapter dues. If an increase or decrease in dues is adopted by CSEA members, this authorization shall include the then-established dues and no new authorization shall be required. This dues authorization is voluntarily made in order to pay my fair share of CSEA's costs for representing me, and is not conditioned on my present or future membership in CSEA. This authorization shall be irrevocable for a period of one year from the date of my signature, and shall be automatically renewed for successive annual periods unless revoked by written notice to CSEA within a window period between 40 days and 30 days prior to the anniversary date of my signature.

***NOTE:** Your CSEA membership in good standing for the above purposes and for establishing voting rights and eligibility to hold CSEA offices will not commence until the first of the month after the first payroll deduction has been taken, unless cash payment for the interim period is remitted with this application.

SUPPORT CSEA'S POLITICAL EDUCATION FUND

I hereby authorize my employer to deduct each month the sum of:

\$3.00 \$5.00 \$10.00 Other \$_____ (Please select your choice).



California School
 Employees Association
 PACE of CSEA Victory Club
 Federal and State PAC

I understand that my contributions will be used to advance the political interests of classified employees, public education, working families and the labor movement by supporting federal, state and local candidates, and that any contributions over \$200 per calendar year will be used to support or oppose ballot measures and pass school bonds and parcel taxes. I understand that this authorization is voluntary and that I may refuse to contribute without reprisal. The amounts shown are only suggestions. You are free to indicate any amount you choose and there will be no favor or disadvantage by reason of the amount of your contribution or your decision not to contribute. This authorization may be revoked in writing at any time. Contributions to the CSEA Political Education Fund are not deductible for federal income tax purposes. The effective date will be the date of the next payroll following receipt of this application by the employer.

**Initial
here**



Date _____ Member's signature _____

Mailing address:

California School Employees Association
 2045 Lundy Avenue, San Jose, CA 95131

When will I get paid?



Full-Time Faculty

Full-Time Classified Staff

Managers/Administrators

Payday

The last working day in the month. Exception: employees do not receive a check in December; it is paid on the first working day in January each year.

Pay Period

Runs from the 1st of the month through the last day of the month.
Example: 1/1/19 - 1/31/19; paid 1/31/19

Part-Time Faculty/Overload

Part-Time Classified Hourly & Short-Term

Community Education

Stipends

Students

Payday

The 10th of the month, unless the 10th falls on a closure day. Example: if the 10th of the month falls on a weekend, the Friday before that weekend is the payday. If the 10th of the month falls on a holiday or a Friday during summer session, payday will be the day before.

Pay Period

The 16th of the month thru the 15th of the next month.
Example: 11/16/18 - 12/15/18, paid 1/10/19

NOTE: WebTime entries and/or Pay Claims are due to Payroll on the 18th of each month.



Go to the Payroll Homepage at
<https://www.yosemite.edu/payroll/>
for more information.

NOTE: Information is available for Health and/or Dependent Care FSA. You only have 60 days from date of hire to enroll for the current calendar year.

YOUR BENEFITS | YOUR FUTURE

What You Need to Know About Your CalPERS
School Benefits



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Certificated School Employees

Some certificated school employees are CalPERS members. These are CalPERS members who became certificated employees, and subject to CalSTRS coverage, but they were eligible to retain CalPERS membership. Currently, those eligible to retain CalPERS coverage include: former classified school employees, former State Department of Education employees, former employees of the Board of Governors of the California Community Colleges, and all CalPERS members with at least five years of service credit. This irrevocable election must have been made within 60 days of appointment. For more information, contact your Personnel Office.

INTRODUCTION

Retirement can be one of the best stages of your life. It can also be complicated and at times stressful if you are not educated about your benefits and have not done the proper planning. Understanding the fundamentals of your CalPERS retirement benefits is a good first step toward a happy and fruitful retirement.

This publication describes retirement benefits and the retirement benefit formula for school members. To be eligible for the CalPERS School Member benefit retirement formula, you must be employed in a classified position within the jurisdiction of a school employer, except: 1) those who are local police; 2) those who are covered under the State Teachers' Retirement System (CalSTRS); 3) those who work directly for the Los Angeles or San Diego County Superintendent of Schools; 4) those employed under the jurisdiction of a Joint Powers Authority contract; 5) eligible certificated employees who elect to retain CalPERS membership (see sidebar).

Featured throughout this publication are photos of school employees from the Folsom Cordova Unified School District and San Juan Unified School District. Like them, you should understand the full spectrum of retirement and death benefits you and your beneficiary(ies) are entitled to receive from CalPERS. The purpose of this publication is to help you educate yourself about these benefits. It will provide you information on contributions, health benefits, and other programs you should consider before and after retirement. It will help you to choose the best retirement option for you and your beneficiary(ies).

You may obtain a copy of any publication or form referenced in this publication, by calling CalPERS at **888 CalPERS** (or **888-225-7377**) or by visiting CalPERS On-Line at www.calpers.ca.gov.

YOUR RETIREMENT BENEFITS

There are two types of retirement benefits:

- Service Retirement or “Normal” Retirement
- Disability Retirement

Service Retirement or “Normal” Retirement

To be eligible for service retirement, you must be at least age 50 and have a minimum of five years of CalPERS-credited service. There are some exceptions to the five-year requirement. If you are 50 or older, employed on a part-time basis, and have worked at least five years, contact CalPERS to find out if an exception will apply to you. There is no mandatory retirement age for school members.

If you are considering applying for a service retirement, you should obtain the CalPERS publication *A Guide to Completing Your CalPERS Service Retirement Election Application*.

Disability Retirement

This type of retirement applies to you if you become disabled and can no longer perform the duties of your job. Disability retirement has no minimum age requirement and your disability does not have to be job related. However, you must have a minimum of five years of CalPERS service credit. If you are employed on a part-time basis, and you have worked at least five years, contact CalPERS to find out if an exception will apply to you.

You may apply for a disability retirement if:

- You are working for a CalPERS-covered employer; or
- You are within four months of separation from a CalPERS-covered employer; or
- You separated at any time from your CalPERS-covered employer because of a disability and you have remained disabled since then; or
- You are on military or approved leave.

Once CalPERS receives a complete application package from you or someone else on your behalf (such as your employer), we will review your file to see if the information is current and complete. After verification for completeness, CalPERS can normally make a determination within three months.

If you are considering applying for disability retirement, you should obtain the CalPERS publication *A Guide to Completing Your CalPERS Disability Retirement Election Application*.

School Safety Members

If you become disabled due to a job-related injury or illness and can no longer perform the duties of your job, you have the option to apply for an industrial disability retirement.

Emergency Retirement

CalPERS will expedite retirement processing if you are terminally ill or facing imminent death. Contact CalPERS or your employer immediately if there is a need for emergency retirement.

Pay Rate

Pay rate is your base pay, paid on a full-time basis during normal working hours.

Special Compensation

In accordance with Board regulations, certain items of special compensation can be included in your final compensation. Contact your employer or CalPERS if you are unsure which types of special compensation can be included.

Health Vesting

Consult your Personnel Office or call CalPERS to determine if additional service credit applies to health vesting requirements.

How Your Retirement Is Funded

Three sources fund a defined benefit retirement plan like CalPERS. First, employees generally make contributions into the System. The percentage of your contribution is fixed by statute and varies from about 5 to 9 percent of your earnings, depending on the plan type and whether you are covered by Social Security. The second funding source is earnings from the investment of System assets in stocks, bonds, real estate, and other investment vehicles. The amount contributed from this source fluctuates from year to year. The balance of the funding is provided by employer contributions. Employer contributions decline when investment returns rise and increase when investment returns decline.

In a defined benefit retirement plan, you will receive a lifetime benefit determined by a set formula. For school members, CalPERS uses your years of service, age at retirement, and highest one-year compensation while employed. This contrasts with a defined contribution plan (such as 403(b) or 457 plan), in which the benefits are determined not by a formula, but solely by the amount of contributions in an account, plus earnings.

How Your Retirement Benefit Is Calculated

Now that you understand the basic building blocks of a defined benefit retirement plan, it's time to learn how to calculate your retirement benefit. Three factors are multiplied together to calculate your service retirement:

- Service Credit
- Benefit Factor
- Final Compensation

Service Credit

You earn service credit for each year or partial year you work for a CalPERS-covered employer. Part-time members earn service credit in proportion to the number of hours worked. Service credit accumulates on a fiscal year basis, July 1 through June 30. Refer to your CalPERS Annual Member Statement to verify your service credit as of each June 30.

In some cases, you may be eligible for other types of service credit that can help you maximize your retirement benefits.

Other types of service include:

- Unused sick leave at retirement
- Redeposit of contributions you previously withdrew from CalPERS
- Service with a CalPERS-covered employer prior to your date of membership
- Service with a public agency prior to the date of that agency's contract with CalPERS
- Certain types of leaves of absence, public service employment, Peace Corps, AmeriCorps*VISTA, AmeriCorps, military service
- Additional Retirement Service Credit.

For more information about service credit, obtain the CalPERS publication *A Guide to Your CalPERS Service Credit Purchase Options*.

Benefit Factor

Your benefit factor is the percentage of pay to which you are entitled for each year of service. It is determined by your age at retirement and the retirement formula for school employees, which is 2 percent at 55. Your CalPERS Annual Member Statement shows your benefit formula. On page 21, we have provided a chart showing the benefit factors based on age by quarter.

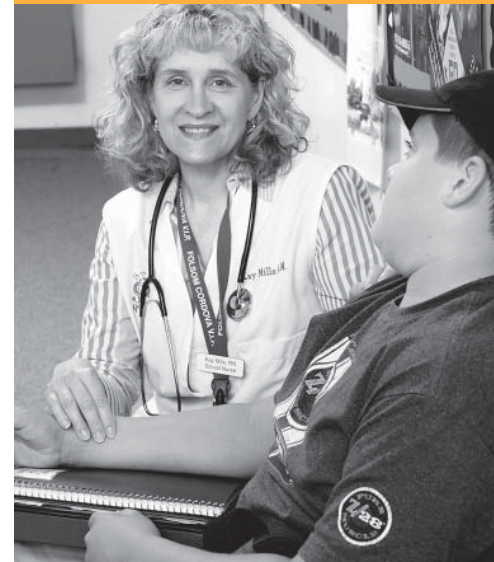
Final Compensation

Final compensation is your average full-time **pay rate** and **special compensation** for the last consecutive 12 months of employment. We use your full-time pay rate, not your earnings. If you work part time, we will use your full-time equivalent pay rate to determine your final compensation. If you think there was another period of **12 consecutive months** during which your final compensation was higher, let us know when you apply for retirement. We will use that time period to determine your final compensation.

If your CalPERS service was coordinated with Social Security, you did not contribute on the first \$133.33 of your monthly earnings. So, when computing your retirement allowance, you must reduce your final compensation by \$133.33. For service earned after January 1, 2001, final compensation will not be reduced by \$133.33.

For some school employees, monthly pay may have been reported to us on a 10- or 11-month basis instead of 12 months. If this is the case, your final compensation will be based on a 12-month average. For example, 10-month employees would calculate their final compensation as:

- $\$2,400 \times 10 = \$24,000$
- $\$24,000 / 12 = \$2,000$ final compensation.



Estimating Your Retirement Benefits

To estimate your future retirement benefits, multiply three factors—service credit, benefit factor, and final compensation.

Service Credit (years)	x	Benefit Factor (percent per year)	x	Final Compensation (monthly, dollars)	=	Unmodified Allowance* (pension)
--------------------------------------	---	---	---	---	---	---

You can create a retirement allowance estimate based on your projected retirement date and final compensation amount in two ways. 1) If you have not yet registered for online access, first create a Username and Password on the CalPERS website at www.calpers.ca.gov. Next, log in to myCalPERS and create a personalized retirement estimate using the Annual Member Statement data already in your account. OR 2) Access the Retirement Planning Calculator on CalPERS On-Line (no password needed), and create different estimates based on data you input. You can create benefit estimates that are based on different retirement dates, final compensation amounts, and number of years of service credit. Using this option, you can estimate the increase to your retirement allowance should you elect to purchase additional service credit.

If you are within three years of your proposed retirement date, you may also request a CalPERS-generated retirement estimate by selecting Request My Estimate in myCalPERS or by completing the *Retirement Allowance Estimate Request* form located in our online Forms and Publications Center.



* The Unmodified Allowance is the highest allowance you can receive.

DECISIONS TO MAKE BEFORE YOU RETIRE

Your Options at Retirement

At retirement, you can choose to receive the highest benefit payable, which is referred to as the “Unmodified Allowance.” The Unmodified Allowance provides a monthly benefit to you that ends upon your death.

You also have the choice of requesting a reduction in the Unmodified Allowance to provide a lump sum or monthly benefit for a beneficiary upon your death. This section gives you an overview of various retirement options available to you.

Option 1

This retirement option provides a lump sum payment of your remaining member contributions to your beneficiary after your death. The reduction to your monthly benefit to provide this payment is based on your life expectancy at retirement and the amount of your contributions. You can name one or more beneficiary(ies), and can name a new beneficiary at any time. If you name someone other than your spouse or registered domestic partner as your Option 1 beneficiary(ies), upon your death your spouse or domestic partner may still be entitled to a community property share of any remaining contributions.

The following options (2, 2W, 3, 3W, and 4) provide lifetime monthly benefits to your designated beneficiary. The reduction to your monthly benefit to provide a monthly allowance to your beneficiary is based on both your life expectancy at retirement and your beneficiary’s – the younger your beneficiary, the greater the reduction. If you have someone eligible for Survivor Continuation, the reduction is applied only to the option portion of your benefit. (See page 9 for more about Survivor Continuation.) In most cases, you can name only one beneficiary, and your designation cannot be changed after retirement, except under limited circumstances.

You may name someone other than your spouse or registered domestic partner for a lifetime death benefit allowance under options 2, 2W, 3, 3W or 4. However, your spouse or registered domestic partner may be entitled to a community property share of the beneficiary’s monthly death benefit.

Unmodified Allowance

The Unmodified Allowance is the highest amount payable and provides a monthly benefit to you that ends upon your death.

Health and Dental Insurance Coverage for Your Surviving Spouse/ Domestic Partner

A surviving spouse/ registered domestic partner may only continue health and dental coverage after your death if: 1) you have elected a lifetime Option 2, 2W, 3, 3W or 4 and named your spouse/domestic partner as the lifetime beneficiary; or 2) your spouse/domestic partner qualifies for the Survivor Continuation monthly benefit.

Option 2

The same retirement allowance you receive will be paid to your beneficiary for life. If Survivor Continuance applies (see **page 9**), and your beneficiary is not your eligible survivor, the beneficiary's allowance will not include the Survivor Continuance portion. Your retirement allowance will increase to the Unmodified Allowance if:

- Your beneficiary dies; or
- Your non-spouse or non-domestic partner beneficiary waives entitlement to the Option 2 benefit; or
- Your beneficiary is your spouse or domestic partner legally recognized in California and upon a divorce, legal separation, termination of partnership, or annulment you provide CalPERS with a judgment that awards you the entire interest in your CalPERS benefits; and
- You notify CalPERS of the change.

Option 2W

As an alternative to the Option 2, you may elect the slightly higher allowance under Option 2W. However, your allowance will not increase to the Unmodified Allowance under the situations described in Option 2.

Option 3

In this option, one-half of your monthly retirement allowance will be paid to your beneficiary for life. If Survivor Continuance applies (see **page 9**), and your beneficiary is not your eligible survivor, the beneficiary's allowance will not include the Survivor Continuance portion. Your retirement allowance will increase to the Unmodified Allowance if:

- Your beneficiary dies; or
- Your non-spouse or non-domestic partner beneficiary waives entitlement to the Option 3 benefit;
- Your beneficiary is your spouse or domestic partner legally recognized in California and upon a divorce, legal separation, termination of partnership, or annulment you provide CalPERS with a judgment that awards you the entire interest in your CalPERS benefits; **and**
- You notify CalPERS of the change.

Option 3W

As an alternative to the Option 3, you may elect the slightly higher allowance under Option 3W. However, your allowance will not increase to the Unmodified Allowance under the situations described in Option 3.



Option 4

Option 4 is a somewhat flexible option. There are several unique variations of Option 4, each specifically designed to mesh with various situations that might apply to you. If you are interested in choosing a lifetime option, you should familiarize yourself with these options by reviewing the publication *A Guide to CalPERS Retirement Option 4*. The amount payable to your beneficiary under Option 4 cannot exceed the amount payable under Option 2W. In addition, with any variation of Option 4, your allowance will not increase to the Unmodified Allowance under the situations described in Options 2 and 3.

Survivor Continuation

In making a decision about whether to reduce your Unmodified Allowance to provide for a beneficiary, you will want to consider Survivor Continuation. This is a contracted employer-paid benefit. This benefit consists of a monthly allowance that automatically continues to an eligible survivor following your death after retirement regardless of the retirement option you select.

Who is Eligible?

- Your spouse, if you were married for at least one year before your retirement and remained married until the date of your death, will receive the Survivor Continuation benefit for life. (For disability retirement, you need only to have been married at retirement and remained married until the date of your death.)
- Your domestic partner, if you were legally registered at least one year prior to your retirement and continuously until your death, will receive the Survivor Continuation benefit for life. (For disability retirement, you need only to have been registered as domestic partners at retirement and remained registered until the date of your death.)
- If you do not have an eligible spouse or registered domestic partner, your natural or adopted unmarried children under age 18 will receive this monthly benefit until marriage or age 18. An unmarried child who was disabled prior to age 18 and whose disability has continued without interruption will receive this benefit until the disability ends or until marriage.
- Qualifying financially dependent parents.

Survivor Continuation

Survivor Continuation will apply only if you have an eligible family member as of the date of your death.

Impact of Social Security

If your service is not coordinated with Social Security, Survivor Continuation will be one-half of your Unmodified Allowance. If your service is coordinated with Social Security, it will be one-quarter of your Unmodified Allowance. If you have some time covered and some not covered, or if you have a combination of service under CalPERS with the State or a public agency, special consideration must be given to figure the amount of your Survivor Continuation benefit.

Pre-Retirement Death Benefits Designations

If you name a beneficiary other than your spouse or registered domestic partner, your spouse or registered domestic partner will still receive their community property share. The remainder will be paid to your designated beneficiary. To designate a beneficiary, use the CalPERS **Beneficiary Designation** form available from your Personnel Office or on CalPERS On-Line. (This designation will be valid only if your death is not job related. Different rules apply to job-related death benefit eligibility.)

PRE-RETIREMENT DEATH BENEFITS

As a CalPERS member, you are eligible for various pre-retirement death benefits depending on your membership category, employer, retirement eligibility status, and other factors. The benefits range from a simple return of your contributions plus interest to a monthly allowance equal to half of what you would have received at retirement paid to a spouse or domestic partner. [To be eligible for any type of monthly pre-retirement death benefit, your spouse or domestic partner must have been either married to you (or legally registered) before the occurrence of the injury or the onset of the illness that resulted in your death, or for at least one year prior to your death.]

Each member's death benefits can vary significantly depending on circumstances and data. Questions relating to specific situations should be addressed to CalPERS staff for a more accurate description of individual benefits.

Upon a member's pre-retirement death, the employer and surviving family member are encouraged to immediately contact CalPERS for assistance.

For your convenience, we have divided the pre-retirement section into two parts:

- Not Eligible to Retire
- Eligible to Retire

Not Eligible to Retire

You must be at least age 50 and have a minimum of five years of CalPERS-credited service or have worked part-time for at least five years to be eligible to retire. If you pass away before you are eligible, your beneficiary(ies) are entitled to the following benefits.

Basic Death Benefit

Your beneficiary will receive a lump sum payment of:

- A refund of your contributions, plus interest; and
- Up to six months' pay (one month's salary for each year of current service, to a maximum of six months).

Your beneficiary will be determined as follows:

- Named beneficiary, or if none;
- Spouse or registered domestic partner, or if none;
- Your children, or if none;
- Parents, or if none;
- Brothers and sisters, or if none;
- Estate if probated, or if not;
- Trust, or if none;
- Next of kin, as provided by law.

..... and

1959 Survivor Benefit

Applicable only for those not covered under Social Security while employed with a CalPERS-covered agency. The 1959 Survivor Death Benefit cannot be paid if the Special Death Benefit is elected (see side bar).

Eligible to Retire

If you pass away at age 50 or over with a minimum of five years of CalPERS-credited service or have worked part-time for at least five years, your beneficiary(ies) are eligible for the following monthly benefits.

1957 Survivor Benefit

This benefit provides a monthly allowance equal to one-half of what your highest “service retirement” allowance would have been had you retired on the date of your death. Those eligible to receive this allowance are:

- Your spouse or, registered domestic partner, or if none;
- Your unmarried natural or adopted children under age 18.

..... O r

Basic Death Benefit

The Basic Death Benefit will be paid if:

- No one is eligible for the monthly allowance described above.
- The person who is eligible for the monthly allowance above chooses instead to receive the Basic Death Benefit.
- A person other than a spouse or registered domestic partner is designated as a beneficiary to receive all or a portion of your lump sum death benefit.*

Benefit Payments

Your beneficiary will receive a lump sum payment of:

- A refund of your contributions plus interest; and
- Up to six months’ pay (one month’s salary rate for each year of current service to a maximum of six months).

If no one is eligible for the 1957 Survivor Benefit or the Special Death Benefit (if applicable), your beneficiary for the Basic Death Benefit will be determined as follows:

- Named beneficiary, or if none;
- Spouse or registered domestic partner, or if none;
- Children, or if none;
- Parents, or if none;
- Brothers and sisters, or if none;
- Estate if probated, or if not;
- Trust, or if none;
- Next of kin, as provided by law.

* No part of the Basic Death Benefit is payable if the Special Death Benefit is paid.

Special Death Benefit

If your death is the direct result of a violent act while you were performing your official duties, your surviving spouse, registered domestic partner, or unmarried children or eligible unmarried stepchildren under age 22 may receive a monthly allowance equal to one-half of your final compensation. If there are eligible surviving unmarried children in addition to your spouse or registered domestic partner, the allowance may be increased to a maximum of 75 percent of your final compensation. The Special Death Benefit is payable to your surviving spouse or registered domestic partner until death, or to your unmarried children until age 22.

Inactive CalPERS Members

Beneficiaries of members who were separated from employment more than 120 days for non-health related reasons are only eligible for the Limited Death Benefit, which consists of a return of contributions and interest from the member’s account.

..... and

1959 Survivor Benefit

Applicable only for those not covered under Social Security while employed with a CalPERS-covered agency. The 1959 Survivor Death Benefit cannot be paid if the Special Death Benefit is elected. (See below for more information.)

1959 Survivor Benefit Program

The 1959 Survivor Benefit is available to school members not covered by federal Social Security with their employer. Covered members are required to pay at least a \$2 monthly fee that is deducted from your salary specifically to fund the 1959 Survivor Benefit Program.

The Program provides a monthly allowance to eligible survivors of those covered by this benefit program and who died before retirement. The 1959 Survivor Benefit is paid in addition to any other pre-retirement death benefit paid by CalPERS, with the possible exception of the Special Death Benefit. If the 1959 Survivor Benefit is greater than the Special Death Benefit, then the difference is paid as the 1959 Survivor Benefit.

Eligible Survivors

Spouse

A surviving spouse is a husband or wife who was legally married to you at least one year before your death, or before the occurrence of the injury or onset of the illness that resulted in your death. A surviving spouse is entitled to the 1959 Survivor Benefit as long as they have care of an eligible unmarried child **or** are at least age 60. A surviving spouse can remarry and continue to receive the allowance.

Domestic Partner

To be eligible, a surviving domestic partner must have been in a legally registered domestic partnership with the member at least one year before their death or before the occurrence of the injury or onset of the illness that resulted in their death. A surviving registered domestic partner is entitled to the 1959 Survivor Benefit as long as they have care of an eligible unmarried child **or** are at least age 60. A surviving registered domestic partner can register as a domestic partner to someone else and continue to receive the allowance.



Children

An unmarried child or stepchild (if the child was living with the member in a parent-child relationship) is eligible for benefits while under age 22. An unmarried child who is incapacitated because of a disability that began before attaining age 22 may be entitled to the benefit until the disability ends. If an unmarried child is in the care of a guardian or is living alone, the unmarried child's portion of the benefit is paid to the guardian or to the unmarried child directly, rather than to the surviving spouse.

Parents

A parent who is at least age 60 may be eligible if there is no surviving spouse, registered domestic partner, or eligible unmarried children, and the parent was dependent on the member for at least half of their support at the time of their death.

1959 Survivor Monthly Allowance Levels

Eligible survivors may receive one of the following monthly allowances.

- A spouse or registered domestic partner who has care of two or more eligible unmarried children; or three eligible unmarried children only (split among them) **\$1,800***
- A spouse or registered domestic partner who has care of one eligible unmarried child; or two eligible unmarried children only (split among them) **\$1,500***
- One eligible unmarried child only; or a spouse or registered domestic partner at age 60 or older **\$750***
- Dependent parents who are at least age 60 may be eligible if there are no other eligible survivors. **\$750 each***

* Amounts can differ if all children are not in the spouse's or domestic partner's care.

How Retirement Affects Your Health Benefits

If you are nearing retirement, you should read this section to gain an understanding of how retirement will affect your health benefits. Any questions can be directed to your Health Benefits Officer or Personnel Office.

PEMHCA

Public Employees' Medical and Hospital Care Act.

Your Retirement Date

If the effective date of your retirement is more than 120 days after separation from employment, you are not eligible to be enrolled in a CalPERS health plan at retirement or at any future date.

Medicare Health Plans

If at retirement you are enrolled in a CalPERS health plan and you are eligible for Social Security Medicare benefits, State law prohibits your continued enrollment in the Basic plan. However, you can continue your CalPERS health care by enrolling in Medicare and then in a CalPERS Medicare health plan. Contact CalPERS immediately after receiving your federal Medicare card to determine your eligibility and to coordinate your Medicare coverage.

If, upon retirement, you are enrolled in a CalPERS "Basic" health plan and you are eligible for Part A at no cost to you, State law does not allow you to remain enrolled in your "Basic" plan. Contact CalPERS immediately after receiving your Medicare card to coordinate the effective date of your Medicare coverage.

If you do not qualify for premium-free Medicare Part A based on your Social Security/Medicare work record or the record of your current, former, or deceased spouse, you may remain in a CalPERS "Basic" health plan. If you later qualify for Medicare Part A at no cost, you must enroll in Medicare Part B and in a CalPERS Medicare health plan.

You may enroll in a Supplement to Medicare or Managed Medicare health plan, and CalPERS health plans offer several ways to supplement Medicare. Please see the *CalPERS Medicare Enrollment Guide* for more detailed information.

Once you are retired, contact CalPERS if you have any questions about your health benefits or if you need to make changes to your plan or dependents.

Your Separation Date and Your Retirement Date

As retirement approaches, you should check your calendar to determine the best way to maintain your health coverage. Two dates are particularly important: your separation date and your retirement date. If you are not sure when these dates occur, talk to your employer. The following are your health plan enrollment options when you retire:

- If your separation date and your retirement date are within 30 days of each other and you are enrolled in a CalPERS health plan at the time of retirement, your coverage will continue into retirement without a break. If you do not want your health benefits to continue into retirement, you need to cancel your coverage by submitting a *Health Benefits Plan Enrollment* form through your employer. The effective date of cancellation is the first of the month after you submit your request to cancel coverage.
- If your separation date and your retirement date are between 30 and 120 days of each other, your coverage will not automatically continue. You may re-enroll by either writing to the CalPERS Employer and Member Health Services Division within 60 days of your retirement date and requesting re-enrollment, or waiting for the next Open Enrollment period.

- You can pay monthly premiums directly to your health plan when you are not on a regular pay status. You can avoid having your coverage suspended between your last day of work and your retirement date by paying the full monthly premium. Contact the Health Benefits Officer where you worked and complete a *Direct Payment Authorization* form within 30 days of your last day on pay status.
- If you are **not** enrolled in a health plan at retirement and your retirement date is within 120 days of separation, you may enroll within 60 days of retirement or during a future Open Enrollment period. Contact your Health Benefits Officer if you are an active employee or CalPERS if you are retired.
- If your retirement effective date is more than 120 days after separation from employment, you are not eligible for coverage at retirement or at any future date.

There are some exceptions to this rule for exempt State employees. Contact CalPERS at **888 CalPERS** (or 888-225-7377) if you have questions about your eligibility.

- If you are retiring within 90 days of your own or your spouse's 65th birthday, contact the Social Security Administration (SSA) at (800) 772-1213 or TTY (800) 325-0778 about signing up for Medicare. In addition to signing up for Medicare, you will have to change from a Basic health plan to a Medicare plan that combines your Medicare benefits with your CalPERS-sponsored health benefits. CalPERS Medicare health plan members have prescription drug coverage that is as good as or better than Medicare Part D prescription coverage and must not enroll in an external Medicare Part D plan. If you do enroll in a non-CalPERS Medicare Part D plan, you will lose your CalPERS health coverage.
- If you were covered as a dependent through another health plan when you retired, you may be eligible to enroll in a CalPERS health plan. Contact CalPERS for more information.

If you have questions about your CalPERS health benefits and you are an active member, contact your Personnel Office or Health Benefits Officer. If you are a retiree, contact CalPERS at **888 CalPERS** (or 888-225-7377).



Making Direct Payment for Health Premiums to Cover Delays

If you are aware of a delay in receiving your first retirement check, you should contact your Personnel Office to discuss making direct payments for your health premiums. The direct payments will ensure continuation of services and claim payments for your current PEMHCA coverage. You will be reimbursed for the direct payment amounts by the plan as soon as the payments are made by CalPERS.

Making Changes to Your Health Plan After Retirement

Once you retire, CalPERS becomes your Health Benefits Officer or Personnel Office. This means you can make most changes to your health enrollment by calling CalPERS at **888 CalPERS** (or 888-225-7377). For some changes, we will ask you to send additional information to CalPERS, as indicated below.

If you prefer, you can correspond with us in writing. Please include your (or the member's) name, Social Security number, a copy of your Medicare card, and daytime phone number with area code. Be sure to include the following information when you request changes:

Changing Your Address

Include both the old and new address.

Adding or Deleting a Dependent

Include the dependent's name, Social Security number, birth certificate, a copy of the Medicare card if applicable, relationship to member, and reason you are adding or deleting the dependent.

Adding a Spouse Due to Marriage

Include a copy of the *Marriage Certificate* as well as your spouse's date of birth and Social Security number with your request.

Deleting a Spouse Due to Divorce

Include a complete signed copy of the *Divorce Decree* with your request.

Adding a Domestic Partner

Submit a copy of the *Declaration of Domestic Partnership* that has been approved by the California Secretary of State's Office, as well as the Social Security number and date of birth of your domestic partner.

Deleting a Domestic Partner

Submit a complete signed copy of the *Termination of Domestic Partnership* that you submitted to the California Secretary of State's Office.

Applying for a CalPERS-Sponsored Medicare Plan

Upon your retirement and three months before you turn 65, CalPERS will mail you a *Certification of Medicare Status* form to validate Medicare eligibility, ineligibility, or deferment.

Adding an Economically Dependent Child

Complete an *Affidavit of Eligibility* form.

Note: Due to recent changes under the Patient Protection and Affordable Care Act, the term "economically dependent child" may change effective January 1, 2011. Please check our website for updates to this publication.

ADDITIONAL BENEFITS TO CONSIDER

Reciprocity—Other California Public Retirement Systems

CalPERS has an agreement with many public retirement systems in California that allows movement from one public employer to another, within a specified time limit, without losing valuable retirement rights and related benefits. This is called “reciprocity.”

There is no transfer of funds or service credit between retirement systems when you establish reciprocity. You become a member of both systems and are subject to the membership and benefit obligations and rights of each system.

You must retire from each system separately, but it must be on the same date for all the benefits of reciprocity to apply. Once you’ve retired, you will receive separate retirement checks from each system.

For more information, or to establish reciprocity, you should review the CalPERS publication *When You Change Retirement Systems*.

Cost-of-Living Adjustments

Cost-of-living adjustments are provided by law and are based on the Consumer Price Index for all United States cities. Cost-of-living adjustments are paid the second calendar year of your retirement and then every year thereafter.

The standard cost-of-living adjustment is a maximum of 2 percent per year. If the Consumer Price Index registers a lower rate of inflation, you could receive a lower percentage.

Inflation Protection (PPPA)

Added protection against inflation is provided by the Purchasing Power Protection Allowance (PPPA), created to restore your monthly benefit to 75 percent of its original purchasing power.

You will automatically receive PPPA supplemental payments on a monthly basis if your benefit falls below the 75 percent purchasing power level.

Reciprocity

This agreement between retirement systems does not apply to health vesting requirements.



Sick Leave Credit

At retirement, any unused sick leave you have can be converted to additional service credit. (The additional service will not change your age at retirement.)

You will receive credit for all unused sick leave certified by your employer. It takes 250 days of sick leave to receive one year of service credit. For example: if your employer certified 120 days of sick leave, your additional service credit would be 0.480 ($120 \times .004 = 0.480$) of a year's service credit. If the credit is indicated and verified on your retirement application, it is added to your first retirement check. If not, an adjustment is calculated after your retirement date and paid retroactively once your employer certifies the unused leave.

To receive sick leave credit, your retirement date must be within 120 days of the date of separation from employment. Please note that the retirement law provides that the conversion of sick leave hours to service credit is based on an 8-hour day and, therefore, your total hours of unused sick leave at retirement must be divided by 8 to compute the number of days of sick leave your employer can certify to CalPERS.

Internal Revenue Code (IRC) Section 401(a)(17) Contribution Limit

If you first became a member of CalPERS on or after July 1, 1996, IRC section 401(a)(17) places limitations on the amount of member contributions you can pay into a tax-qualified retirement plan such as CalPERS. For calendar year 2010, member contributions cannot be paid on earnings more than \$245,000. This dollar amount is set every year by the Internal Revenue Service. This section does not limit or “cap” the salary an employer can pay an employee. It does specify the highest salary on which member contributions can be paid into an employee's CalPERS account. Your employer is responsible for identifying and monitoring when your salary reaches or exceeds this annual limit.

At retirement, the highest average salary (final compensation amount) used to calculate your benefit cannot exceed the section 401(a)(17) salary limit.

Example: If you became a member of CalPERS in August 1996 and earn \$300,000 in 2010, you will pay contributions on \$245,000 of your salary and, if you retired in 2010, your retirement benefit calculation would use \$245,000 as your highest final compensation.



Internal Revenue Code (IRC) Section 415(b) Retirement Benefit Limit and CalPERS Replacement Benefit Plan (RBP)

Internal Revenue Code (IRC) Section 415(b) places a dollar limit on the annual benefit you can receive from a tax-qualified pension plan such as CalPERS. Under section 415(b), the maximum annual retirement benefit payable if you retire at your Social Security “normal retirement age” is \$195,000 for calendar year 2010. This dollar amount is set every year by the Internal Revenue Service. Determination of whether your retirement benefit will be subject to this limit can only be made at retirement.

If your retirement benefit must be limited under section 415(b), you will be enrolled in an employer-funded Replacement Benefit Plan (RBP) that replaces, to the extent possible, the amount your benefit is limited.

RETIREMENT FORMULA & BENEFIT FACTOR

Your benefit factor is the percentage of pay to which you are entitled for each year of service. It is determined by your age at retirement and the retirement formula for school members, which is **2^{percent}@55**

Your CalPERS Annual Member Statement shows your retirement formula for service with any other non-school employers. The following page includes a chart showing the benefit factors based on age by quarter for school members.



BENEFIT FACTORS

The chart below shows how the benefit factor increases for each quarter year of age from 50 to 63.

2^{percent}
@55

Age	Exact Year	¼ Year	½ Year	¾ Year
50	1.100%	1.146%	1.190%	1.236%
51	1.280%	1.326%	1.370%	1.416%
52	1.460%	1.506%	1.550%	1.596%
53	1.640%	1.686%	1.730%	1.776%
54	1.820%	1.866%	1.910%	1.956%
55	2.000%	2.016%	2.032%	2.048%
56	2.064%	2.080%	2.096%	2.110%
57	2.126%	2.142%	2.158%	2.172%
58	2.188%	2.204%	2.220%	2.236%
59	2.250%	2.268%	2.282%	2.298%
60	2.314%	2.330%	2.346%	2.360%
61	2.376%	2.392%	2.406%	2.422%
62	2.438%	2.454%	2.470%	2.486%
63 or older	2.500%	—	—	—

PERCENTAGE OF FINAL COMPENSATION



Age	50	51	52	53	54	55	56	57	58	59	60	61	62	63+
Benefit Factor	1.100	1.280	1.460	1.640	1.820	2.000	2.064	2.126	2.188	2.250	2.314	2.376	2.438	2.500
Years of Service	Percentage of Final Compensation													
5	5.50	6.40	7.30	8.20	9.10	10.00	10.32	10.63	10.94	11.25	11.57	11.88	12.19	12.50
6	6.60	7.68	8.76	9.84	10.92	12.00	12.38	12.76	13.13	13.50	13.88	14.26	14.63	15.00
7	7.70	8.96	10.22	11.48	12.74	14.00	14.45	14.88	15.32	15.75	16.20	16.63	17.07	17.50
8	8.80	10.24	11.68	13.12	14.56	16.00	16.51	17.01	17.50	18.00	18.51	19.01	19.50	20.00
9	9.90	11.52	13.14	14.76	16.38	18.00	18.58	19.13	19.69	20.25	20.83	21.38	21.94	22.50
10	11.00	12.80	14.60	16.40	18.20	20.00	20.64	21.26	21.88	22.50	23.14	23.76	24.38	25.00
11	12.10	14.08	16.06	18.04	20.02	22.00	22.70	23.39	24.07	24.75	25.45	26.14	26.82	27.50
12	13.20	15.36	17.52	19.68	21.84	24.00	24.77	25.51	26.26	27.00	27.77	28.51	29.26	30.00
13	14.30	16.64	18.98	21.32	23.66	26.00	26.83	27.64	28.44	29.25	30.08	30.89	31.69	32.50
14	15.40	17.92	20.44	22.96	25.48	28.00	28.90	29.76	30.63	31.50	32.40	33.26	34.13	35.00
15	16.50	19.20	21.90	24.60	27.30	30.00	30.96	31.89	32.82	33.75	34.71	35.64	36.57	37.50
16	17.60	20.48	23.36	26.24	29.12	32.00	33.02	34.02	35.01	36.00	37.02	38.02	39.01	40.00
17	18.70	21.76	24.82	27.88	30.94	34.00	35.09	36.14	37.20	38.25	39.34	40.39	41.45	42.50
18	19.80	23.04	26.28	29.52	32.76	36.00	37.15	38.27	39.38	40.50	41.65	42.77	43.88	45.00
19	20.90	24.32	27.74	31.16	34.58	38.00	39.22	40.39	41.57	42.75	43.97	45.14	46.32	47.50
20	22.00	25.60	29.20	32.80	36.40	40.00	41.28	42.52	43.76	45.00	46.28	47.52	48.76	50.00
21	23.10	26.88	30.66	34.44	38.22	42.00	43.34	44.65	45.95	47.25	48.59	49.90	51.20	52.50
22	24.20	28.16	32.12	36.08	40.04	44.00	45.41	46.77	48.14	49.50	50.91	52.27	53.64	55.00
23	25.30	29.44	33.58	37.72	41.86	46.00	47.47	48.90	50.32	51.75	53.22	54.65	56.07	57.50
24	26.40	30.72	35.04	39.36	43.68	48.00	49.54	51.02	52.51	54.00	55.54	57.02	58.51	60.00
25	27.50	32.00	36.50	41.00	45.50	50.00	51.60	53.15	54.70	56.25	57.85	59.40	60.95	62.50
26	28.60	33.28	37.96	42.64	47.32	52.00	53.66	55.28	56.89	58.50	60.16	61.78	63.39	65.00
27	29.70	34.56	39.42	44.28	49.14	54.00	55.73	57.40	59.08	60.75	62.48	64.15	65.83	67.50
28	30.80	35.84	40.88	45.92	50.96	56.00	57.79	59.53	61.26	63.00	64.79	66.53	68.26	70.00
29	31.90	37.12	42.34	47.56	52.78	58.00	59.86	61.65	63.45	65.25	67.11	68.90	70.70	72.50
30	33.00	38.40	43.80	49.20	54.60	60.00	61.92	63.78	65.64	67.50	69.42	71.28	73.14	75.00
31	34.10	39.68	45.26	50.84	56.42	62.00	63.98	65.91	67.83	69.75	71.73	73.66	75.58	77.50
32	35.20	40.96	46.72	52.48	58.24	64.00	66.05	68.03	70.02	72.00	74.05	76.03	78.02	80.00
33	36.30	42.24	48.18	54.12	60.06	66.00	68.11	70.16	72.20	74.25	76.36	78.41	80.45	82.50
34	—	43.52	49.64	55.76	61.88	68.00	70.18	72.28	74.39	76.50	78.68	80.78	82.89	85.00
35	—	—	51.10	57.40	63.70	70.00	72.24	74.41	76.58	78.75	80.99	83.16	85.33	87.50
36	—	—	—	59.04	65.52	72.00	74.30	76.54	78.77	81.00	83.30	85.54	87.77	90.00
37	—	—	—	—	67.34	74.00	76.37	78.66	80.96	83.25	85.62	87.91	90.21	92.50
38	—	—	—	—	—	76.00	78.43	80.79	83.14	85.50	87.93	90.29	92.64	95.00
39	—	—	—	—	—	—	80.50	82.91	85.33	87.75	90.25	92.66	95.08	97.50
40	—	—	—	—	—	—	—	85.04	87.52	90.00	92.56	95.04	97.52	100.0

BECOME A MORE INFORMED MEMBER

CalPERS On-Line

Visit our website at www.calpers.ca.gov for more information on all your benefits and programs.

Reaching Us By Phone

Call us toll free at **888 CalPERS** (or 888-225-7377).

Monday through Friday, 8:00 a.m. to 5:00 p.m.

TTY: For Speech & Hearing Impaired (916) 795-3240

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- Get quick and easy access to all your account information.
- Manage and update your contact information and online account profile.
- Access information about your health plan and family members enrolled in your plan.
- See all the information you need to make health plan decisions.
- View, print, and save online statements.
- Go “green” by opting out of receiving future statements by mail.
- Use financial planning tools to calculate your retirement benefit estimate, estimate your service credit cost, and even request a staff-prepared retirement estimate.
- Check statuses of requests to purchase service credit or applications for disability retirement.
- Keep informed with CalPERS News so you don’t miss a thing.

CalPERS Education Center

my|CalPERS is your gateway to the CalPERS Education Center. Whether you’re in the early stages of your career, starting to plan your retirement, or getting ready to retire, visit the CalPERS Education Center to:

- Take online classes that help you make important decisions about your CalPERS benefits and your future.
- Register for instructor-led classes at a location near you.
- Download class materials and access information about your current and past classes.
- Browse our retirement fair schedule.
- Make a personal appointment with a retirement counselor.

Log in today at my.calpers.ca.gov.



Visit Your Nearest CalPERS Regional Office

Visit the CalPERS Web site for directions to your local office.
Monday to Friday, 8:00 a.m. to 5:00 p.m.

Fresno Regional Office

10 River Park Place East, Suite 230
Fresno, CA 93720

Glendale Regional Office

Glendale Plaza
655 North Central Avenue, Suite 1400
Glendale, CA 91203

Orange Regional Office

500 North State College Boulevard, Suite 750
Orange, CA 92868

Sacramento Regional Office

Lincoln Plaza East
400 Q Street, Room E1820
Sacramento, CA 95811

San Bernardino Regional Office

650 East Hospitality Lane, Suite 330
San Bernardino, CA 92408

San Diego Regional Office

7676 Hazard Center Drive, Suite 350
San Diego, CA 92108

San Jose Regional Office

181 Metro Drive, Suite 520
San Jose, CA 95110

Walnut Creek Regional Office

1340 Treat Blvd., Suite 200
Walnut Creek, CA 94597



GLOSSARY

This glossary can help you understand some of the words and phrases you may encounter when dealing with CalPERS.

Benefit Factor

The percentage of pay you are entitled to for each year of CalPERS-covered service. It is determined by your age at retirement and your retirement formula.

Beneficiary

A person you designate to receive a benefit after your death, or other benefit recipient. (Also, see survivor, which has a different definition. Your beneficiary and survivor may or may not be the same person.)

COBRA

The Consolidated Omnibus Budget Reconciliation Act (COBRA) is federal legislation that allows you or a family member to continue your health plan enrollment when coverage is lost. A loss of coverage could include separation from employment, a dependent reaching age 26 (effective January 1, 2011), or divorce or legal separation.

Dependent

Those family members who meet specific eligibility criteria for coverage in the CalPERS Health Program. This includes your children up to age 26 who may or may not be dependent upon you for support.

Domestic Partner

Registered domestic partners legally recognized by California law are qualified for benefits and rights that apply to a spouse.

Disability

An inability to substantially perform the duties of your job due to illness or injury, which is determined to be permanent or of an extended and uncertain duration.

Final Compensation

Your average full-time monthly pay rate and special compensation for the last consecutive 12 months of employment. We use your full-time pay rate, not your earnings, so if you work part time, we would use your full-time equivalent pay rate to determine your final compensation. If you think there was another period of **12 consecutive months** during which your final compensation was higher, let us know when you apply for retirement. We will use that time period to determine your final compensation.

Fiscal Year

CalPERS operates on a fiscal year calendar, which is July 1 to June 30 each year.

Health Insurance Portability & Accountability Act (HIPAA)

This federal law protects health insurance coverage for workers and their families when they change or lose their jobs. It also includes provisions providing national standards to protect the privacy of personal health information.

Member

An employee who qualifies for membership in CalPERS and whose employer has become obligated to pay contributions into the Retirement Fund.

PEMHCA

Public Employees' Medical and Hospital Care Act. Government Code §§22751 et seq.

Open Enrollment Period

A period of time determined by the CalPERS Board when you can enroll or change health plans, or add eligible family members not currently enrolled in the CalPERS Health Program.

Reciprocal Agreement

An agreement between CalPERS and many public retirement systems within California that allows movement from one public employer to another, within a specified time limit, without losing valuable retirement rights and benefits.

Service Credit

Your credited years of employment with a CalPERS employer. This amount of service is credited to your CalPERS account and used in the formula to determine your retirement benefits. In some cases, other types of service credit (e.g., sick leave and service credit purchases) can be credited to your retirement account and used to enhance your retirement benefits.

Special Compensation

Additional income you might receive for uniform allowance, holiday pay, longevity pay, etc., and is reported separately from your base pay.

Supplement to Original Medicare Plan

For CalPERS members in Social Security due to age (over 65) or Social Security-approved disability, Medicare becomes the primary payer of claims and the supplemental CalPERS health plan covers any costs not paid by Medicare (if you have CalPERS health benefits coverage in retirement).

Survivor

A family member defined by law as eligible to receive specific benefits at your death.

SPECIAL THANKS

We thank the Folsom Cordova Unified School District and the San Juan Unified School District for their cooperation to make the photos for this publication possible.

Folsom Cordova Unified School District

Joe Lashinsky

page 20

Kay Mills

page 5

San Juan Unified School District

Loida Beltran

page 12

Peter J. Beltran, Sr.

front cover, right photo

page 23

Robert Cesario

page 17

Hazel Frost

front cover, left photo

Valentin Hernandez

page 6

Henry High

page 27

back cover, left photo

Young Kim

page 1

Juanita Olson

front cover, left photo

Sandi Scheiber

page 8

Tonya Thomas

front cover, center photo

page 18

Nena Wilson

page 24

Scott Wilson

front cover, right photo

page 15



INFORMATION PRACTICES STATEMENT

The Information Practices Act of 1977 and the Federal Privacy Act require the California Public Employees' Retirement System to provide the following information to individuals who are asked to supply information. The information requested is collected pursuant to the Government Code (Sections 20000, et seq.) and will be used for administration of the CalPERS Board's duties under the California Public Employees' Retirement Law, the Social Security Act, and the Public Employees' Medical and Hospital Care Act, as the case may be. Submission of the requested information is mandatory. Failure to supply the information may result in the System being unable to perform its function regarding your status and eligibility for benefits. Portions of this information may be transferred to State and public agency employers, State Attorney General, Office of the State Controller, Teale Data Center, Franchise Tax Board, Internal Revenue Service, Workers' Compensation Appeals Board, State Compensation Insurance Fund, County District Attorneys, Social Security Administration, beneficiaries of deceased members, physicians, insurance carriers, and various vendors who prepare the microfiche or microfilm for CalPERS. Disclosure to the aforementioned entities is done in strict accordance with current statutes regarding confidentiality.

You have the right to review your membership file maintained by the System. For questions concerning your rights under the Information Practices Act of 1977, please contact the Information Coordinator, CalPERS, 400 Q Street, P.O. Box 942702, Sacramento, CA 94229-2702.

While reading this material, remember that we are governed by the Public Employees' Retirement Law and the Alternate Retirement Program provisions in the Government Code, together referred to as the Retirement Law. The statements in this publication are general. The Retirement Law is complex and subject to change. If there is a conflict between the law and this publication, any decisions will be based on the law and not this publication. If you have a question that is not answered by this general description, you may make a written request for advice regarding your specific situation directly to CalPERS.



California Public Employees' Retirement System
400 Q Street
P.O. Box 942701
Sacramento, California 94229-2701

888 CalPERS (or 888-225-7377)
www.calpers.ca.gov

PUB 2
October 2010



2010.10.1



Yosemite Community College District
Human Resources

TO: New Employees
FROM: Benefits Office
RE: On the Job Injury Procedure

Here's how it works:

If an injury is not a medical emergency, the employee should report the injury to their supervisor and telephone COMPANY NURSE® at 1-877-854-6877. They will speak with a Registered Nurse who will assist the employee with his or her medical needs and expedite the claims processing. The nurse receiving the call will triage the injury as follows:

- Incident report only, no treatment needed – Employee returns to work
- Minor first aid-Nurse will give self-care advice – Employee returns to work, same or next shift
- Requires further medical care – Nurse refers employee to seek treatment at designated clinic/physician.
- Emergency – Call 911 – Seek emergency treatment immediately

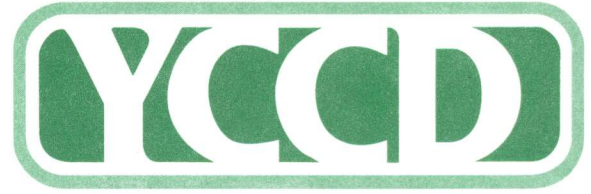
The COMPANY NURSE® HOTLINE is available 24 hours per day, seven days per week.

- Company Nurse® will complete a report of injury and email it to the Benefits Office and corresponding areas.
- Company Nurse® will handle all initial reporting of employee incidents. It is important to report all incidents no matter how minor. This protects the employee's rights under worker's compensation and insures they receive appropriate medical care.

The advantage of a medical professional assisting in the reporting mechanism is to ensure that the injured employee received the best available treatment appropriate to the injury. Furthermore, employees will receive instant telephonic first aid advice from a Registered Nurse any time of the day or night.

Your cooperation and participation is appreciated. Please do not hesitate to contact Peggy Freitas (209) 575-6162 or Lori Smith (209) 575-6024 in the Benefits Office with any questions.

IN CASE OF LIFE OR LIMB THREATENING EMERGENCY, DIAL 911



Yosemite Community College District

P.O. Box 4065, Modesto, CA 95352 / 2201 Blue Gum Avenue, Modesto, CA 95358

TO: New Employees

FROM: Teresa M. Scott
Vice Chancellor, Fiscal Services

SUBJECT: Tax Sheltered Annuities

Consistent with Federal and State Laws, the District has, by policy and administrative regulation, provided means by which members of the staff may purchase tax sheltered annuities (TSAs). Upon proper notification and authorization by the employee and the company with whom the employee has purchased a TSA, the District will reduce the employee's salary according to those instructions and make the authorized monthly deductions directly to the company involved.

The purchase of a TSA and the selection of an agent or company from whom a TSA is purchased are private decisions to be made by the employee. The District cannot and will not be involved in those decisions. The District cannot recommend the purchase of an annuity to an employee, cannot make judgments as to whether such a program would be advantageous to an employee, and cannot recommend companies or agents with whom the employee should do business. Employees should satisfy themselves that they are dealing with a reputable agent and company and that any program selected is sound and right in terms of their own financial situation.

Employees should be aware that there are many different types of TSA programs (there are a great many companies and agents in the business of selling TSAs) and that any such program may have a number of ramifications relating to one's take-home income, Federal and State tax status, and retirement program. The District simply cautions each employee, prior to the purchase of a TSA, to consider his or her own personal financial situation and urges each employee to consult financial, tax, and legal advisors when making their decision.

If you do decide that you want the District to make monthly TSA deductions on your behalf, call the District Payroll Office, (209) 575-6538, for instructions on how to proceed.

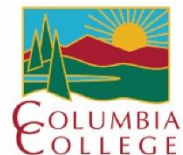
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CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER 420



AFL-CIO

YOSEMITE COMMUNITY COLLEGE DISTRICT



Agreement
July 1, 2022 – June 30, 2025

SIGNATURES

Representatives of the Yosemite Community College District ("District") and the California School Employees Association ("CSEA"), and it's YCCD Chapter 420, having reached this agreement on October 28, 2022, hereby confirm ratification by CSEA Chapter 420 on December 1, 2022, and approval of the YCCD Board of Trustees on November 9, 2022.

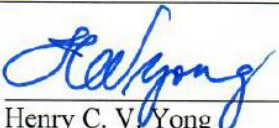
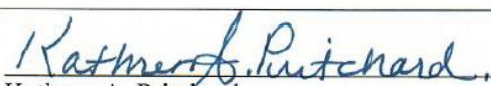
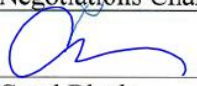
 Henry C. V. Yong YCCD Chancellor	 Amy Lovett CSEA, Chapter 420 President/ Negotiations Chair
 Kathren A. Pritchard Senior Director of Human Resources	 Carol Black Labor Relations Representative CSEA

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ARTICLE 1: AGREEMENT

1.1 AGREEMENT - This Agreement is made and entered into between the Yosemite Community College District (“Yosemite CCD” or “District”), and its Yosemite Community College District California School Employees Association, Chapter 420 (“CSEA Chapter 420”).

1.1.1 This Agreement between the District and CSEA Chapter 420 is entered into in accordance with Chapter 10.7 (commencing with §3540) of Division 4 Title I of the California Government Code.

1.2 TERM AND RENEGOTIATION - This Agreement shall become effective upon ratification by the CSEA Chapter 420 members and adoption by the Yosemite CCD Board of Trustees. The term of this agreement shall be July 1st, 2022– June 30th, 2025, and shall continue in effect until modified.

1.2.1 If either party desires to amend or modify this agreement, it shall provide to the other party written notice of its intent; this notice shall occur annually during October 1st through November 15th.

1.2.1.1 During each fiscal year, the parties may reopen negotiations on salary and/or fringe benefits.

1.2.1.1.1 During each of the first two fiscal years, each party may reopen negotiations on two (2) articles of their choice. The parties may also mutually agree to reopen any additional article(s).

1.2.2 During the third year of this agreement, the parties shall negotiate a successor contract to include wages, benefits and all articles.

1.2.3 Negotiations shall be scheduled at a mutually acceptable time and place no later than thirty (30) calendar days following the public hearing.

1.2.4 At any time other than October 1st through November 15th, with mutual agreement of the parties, negotiations may be opened with written notice of the intent.

1.2.5 CSEA Chapter 420 and the District shall negotiate any board policy and/or procedure within the scope of bargaining.

1.3 NEGOTIATIONS - CSEA Chapter 420 Negotiations Team shall be provided release time for the purpose of negotiations.

1.3.1 Either party may utilize the services of an outside consultant to assist in the negotiations process.

1.4 PREPARATION AND DISTRIBUTION OF AGREEMENT - The District shall provide one (1) copy of this agreement to each bargaining unit member.

1.4.1 The District and CSEA shall share equally in the duplicating costs related to the preparation and distribution of this Agreement.

1.5 SAVINGS PROVISION - If any provision(s) of this agreement is in violation of the law, such provision(s) shall be null and void. All other provisions shall continue in full force and effect.

1.5.1 If any provision of this Agreement is severed by a court or administrative agency of competent jurisdiction, the parties shall meet within thirty (30) calendar days to attempt to modify the severed provision to comply with the decision.

1.5.2 If such action takes place ninety (90) days or less prior to the next scheduled negotiations, the parties shall defer attempts to modify the severed provision until the next scheduled negotiations.

ARTICLE 2: DISTRICT RIGHTS

2.1 DISTRICT RIGHTS - It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control the business of the District to the full extent of the law unless limited by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

2.2 In cases of emergency, however, the District may take reasonable action which might otherwise amend this Agreement for the duration of the emergency. Before taking such action, the District must make every reasonable effort to consult with CSEA Chapter 420 concerning what appropriate action should be taken.

2.2.1 An emergency shall be defined as an unforeseen set of circumstances and/or natural disasters that would constitute imminent danger to personnel and property.

ARTICLE 3: ASSOCIATION RIGHTS

3.1 ASSOCIATION RIGHTS - The District and CSEA recognize the right of employees to form, join, and participate in the lawful activities of employee organizations. CSEA Chapter 420 shall be permitted:

3.1.1 Access to bargaining unit members without interfering with employers'/employees' work.

3.1.2 Use, without charge, of designated institutional bulletin boards, mailboxes and communication systems, for the posting or transmitting of information or notices.

3.1.3 Use, without facility use charge, of institutional facilities and buildings, when not otherwise in use. Requests for each use shall be submitted pursuant to District procedures.

3.1.4 The right to be supplied with an employment date roster of all bargaining unit members within three (3) months of the effective date of this Agreement and once a year thereafter on July 31st.

3.1.5 Receive two (2) copies of public Board of Trustees agenda packet 72 hours prior to the scheduled meeting date of the Board of Trustees in compliance with the public disclosure requirements.

3.1.6 Receive two (2) copies of the CCFS-311 (Community College Financial Statement) report and two (2) copies of legally required budgets provided to the Board of Trustees during the annual budget adoption process.

3.2 CHAPTER PRESIDENT RELEASE TIME The CSEA, Chapter 420, President shall be provided with release time of up to ten (10) hours per week as necessary to conduct Chapter business. Scheduling of release time shall be subject to mutual agreement of the CSEA, Chapter 420, President and the Vice Chancellor of Human Resources or designee in consultation with the respective manager. Should release time create the need for overtime, the overtime will be processed through Human Resources. Attendance at District-required meetings as CSEA representative is in addition to the release time.

3.3 UNION STEWARD RELEASE TIME - Release time for designated union stewards for assisting/representing bargaining unit members.

3.3.1 CSEA, Chapter 420, shall designate a corps of union stewards from among members of the classified bargaining unit during:

3.3.1.1 Meetings scheduled by the District involving discussion of written performance evaluations, processing of grievances, discussion of a written reduction in force notice and disciplinary proceedings, or

3.3.1.2 Meetings scheduled by the District involving other subject matter which, during the course of discussion, turn to items identified in paragraph 3.3.1.1 above, or

3.3.1.3. Meetings requested by either party on any other matter subject to mutual agreement.

3.3.2 Bargaining unit members requesting assistance of a union steward shall contact the CSEA, Chapter 420, President/designee. The Chapter president/designee shall approve the assignment of a union steward.

3.3.3 The District shall provide release time to all officially designated job stewards to provide representation and assistance to bargaining unit members. Under normal circumstances, release time shall be provided for one union steward per meeting.

3.3.4 CSEA, Chapter President/designee will annually provide a list of officially designated stewards to the District Vice Chancellor of Human Resources. The District shall provide a list of designated union stewards to their immediate management supervisors. The District shall inform managers of this process and request that union stewards be provided an opportunity to perform their functions.

3.4 CHAPTER RELEASE TIME - The District shall provide CSEA Chapter 420 with up to twenty-five (25) days of paid leave during each year of this Agreement to attend to Chapter business, such as:

3.4.1 The District shall provide CSEA Chapter 420 with paid release time for up to five (5) chapter elected delegates to attend the CSEA annual State Conference.

3.4.2 The CSEA Chapter 420 President/designee shall authorize bargaining unit members eligible to utilize this leave.

3.4.3 A bargaining unit member shall inform his/her immediate management supervisor of utilization of a CSEA Chapter 420 leave. A District leave request, with an attached CSEA Chapter 420 authorization form, shall be submitted as soon as practicable.

3.4.3.1 The Chapter President/designee shall authorize use of this leave on the appropriate CSEA Chapter 420 form.

3.4.4 CSEA Chapter 420 will reimburse the District for the actual cost incurred for replacing a bargaining unit member on CSEA chapter leave.

3.4.5 CSEA chapter leave is not cumulative from one (1) year to the next.

3.4.6 Up to four (4) hours per month for Executive Board members to attend Executive Board and chapter meetings occurring during normal business hours.

3.5 COMMITTEE REPRESENTATION – CSEA, Chapter 420, and the District hereby agree as follows:

3.5.1 Each College Council shall include at least one classified unit member to be selected by CSEA, Chapter 420 President/designee. Notification of all vacancies on College Council shall be forwarded to the CSEA President/designee by the District.

3.5.2 Participation by CSEA, Chapter 420, on the District Council shall include at least two (2) representatives with, whenever possible, one (1) member from MJC/Central Services and the other from Columbia College. Notification of all vacancies on District Council shall be forwarded to the CSEA President/designee by the District.

3.5.3. Classified representation on personnel selection committees for Administrative, Leadership and Classified vacancies shall include at least two (2) classified representatives. Human Resources shall notify the CSEA President/designee of the need for representatives. This representation is to be selected and/or approved by CSEA, Chapter 420 President/designee.

3.5.4 CSEA Chapter President/designee shall appoint classified representatives to serve on a task force, committee, or other governance group, as CSEA representatives. Appointees shall serve as advocates for classified employees and as liaisons between the committee and the CSEA Chapter 420. Additional classified employees may serve on these committees, outside of CSEA appointments, to contribute their expertise or as required by their job duties.

3.5.5 Time spent on committee duties shall be considered time worked and shall not result in overtime.

3.6 RATIFICATION LEAVE - Bargaining unit members shall be released from duty up to one (1) hour for the purpose of attending a contract ratification/proposal approval meeting. The release time shall be granted only if the meeting falls within the bargaining unit member's working hours and if the time does not conflict with the needs of the District.

3.7 CREATION OF NEW JOB CLASSIFICATION - The parties agree on the following procedure:

3.7.1 The District Vice Chancellor of Human Resources shall notify the CSEA Chapter 420 President/designee in writing of a new bargaining unit job classification. The notice shall include the proposed job description and salary range placement. The CSEA President/designee shall notify the district within five (5) working days of the union's request to negotiate the job description, salary and placement.

ARTICLE 4: ORGANIZATIONAL SECURITY

4.1 MEMBERSHIP AND DUES DEDUCTION

4.1.1 District shall distribute CSEA-supplied membership applications to new hires (but not make any statement suggesting workers must join). District shall provide a jointly-agreed letter to new hires in response to anyone asking about Janus v. American Federation of State, County, and Municipal Employees, Council 31, et al., 585 US _ (2018). The letter will express the District's desire to cooperate with CSEA due to its professionalism and strong support for increased school funding. District shall refer all employee questions about CSEA or dues over to the CSEA Labor Relations Representative. CSEA shall defend and indemnify District for any claims arising from its compliance with this clause. This agreement shall satisfy District's duty to bargain the effects of Janus decision.

4.1.2 The District shall not interfere with the terms of any agreement between CSEA and the District's employee with regard to that employee's membership in CSEA, including, but not limited to, the automatic yearly renewal unless the bargaining unit member drops out during a specified window period. The District need not keep track of this period, which shall be tracked by CSEA within its membership database.

4.1.3 CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues.

4.2 DUES DEDUCTION

4.2.1 The employer shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA.

4.2.2 The District's managers, supervisors and confidential employees shall remain neutral regarding employees' decisions to belong to an employee organization or participate in its activities. Managers, supervisors and confidential employees shall not instruct employees on the process to leave CSEA, but instead simply refer any questions to the CSEA Labor Relations Representative.

4.2.3 The employer shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.

4.2.4 There shall be no charge by the employer to CSEA for regular membership dues deductions.

4.3 MEMBERSHIP INFORMATION

4.3.1 The District shall take all reasonable steps to safeguard the privacy of CSEA members' personal information, including but not limited to members Social Security Numbers, personal addresses, personal phone number, personal cellular phone number, and status as a union member.

4.3.2 The District shall comply with federal and state laws in response to any Public Records Act requests for work email addresses for bargaining unit members pursuant to federal and/or state laws.

4.4 HOLD HARMLESS PROVISION

4.4.1 CSEA shall defend and indemnify District for any claims arising from its compliance with this article for any claims made by the employee for deductions made in reliance on information provided by the employee organization to the employer to cancel or change membership dues authorization. The employer shall be required to promptly notify CSEA of any claims made by employees relating to dues authorization.

ARTICLE 5: EMPLOYER/EMPLOYEE RELATIONS COMMITTEE

5.1 EMPLOYER/EMPLOYEE RELATIONS COMMITTEE - There shall be a committee established consisting of not less than two (2) or more than four (4) members appointed by the Chapter President/designee and not less than two (2) or more than four (4) members appointed by the District.

5.2 The sole purpose of the committee is to maintain a channel of communication between the District and the Chapter and thus provide a forum for discussion between the parties on areas pertinent to employer-employee relations.

5.3 The committee shall meet on a monthly basis. The number of meetings may be increased or decreased by mutual agreement.

5.4 The committee shall establish a monthly agenda and shall maintain appropriate records of scheduled committee meetings.

5.5 The District and the Chapter agree that it is not the intent of this Article to change the provisions of this Agreement nor does this Article supersede the purpose and intent of negotiations.

ARTICLE 6: DISCRIMINATION & NON-RETALIATION

6.1 DISCRIMINATION PROHIBITED - No bargaining unit member shall in any way be favored or discriminated against in wages, hours, or other terms and conditions of employment because of his/her political opinion or affiliations, union affiliation, ethnic group identification, race, color, religion, gender, gender identity, gender expression, national origin, ancestry, age, genetic information, physical disability, mental disability, medical condition, status as a military veteran, marital status, sex, sexual orientation, or any other legally protected category.

6.2 NON RETALIATION - Bargaining unit members are encouraged to report suspected incidents of unlawful activities by District employees in the performance of their duties. Reports are to be made to the bargaining unit member(s) immediate management supervisor and/or through the appropriate chain of command. The reports may be made in writing. Bargaining unit members may request the assistance of CSEA. Bargaining unit members who, in good faith, report such activities and/or assist the District in the investigation shall be protected from retaliation.

6.2.1 Bargaining unit members are encouraged to report suspected incidents of violations of this agreement and/or Yosemite CCD Board Policies/Procedures. Bargaining unit members who, in good faith, report such activities and/or assist the District in the investigation shall be protected from retaliation.

6.3 All allegations of retaliation shall be investigated promptly and with discretion, and all information obtained shall be handled on a "need to know" basis. At the conclusion of an investigation, as appropriate, remedial and/or disciplinary action shall be taken where the allegations are verified and/or otherwise substantiated.

6.4 The District shall not tolerate retaliation, and shall take whatever action may be needed to prevent and correct activities that violate this provision, including discipline of those who violate it up to and including termination.

ARTICLE 7: DISCIPLINE

7.1 DISCIPLINE - No bargaining unit member shall be disciplined because of his/her political affiliation, religion, race, color, gender, gender identity, age, disability, national origin or ancestry, marital status, veteran status, sexual orientation or medical condition.

7.2 RIGHT OF REPRESENTATION - The bargaining unit member has the right to CSEA representation in discipline matters. The bargaining unit member has the right to stop a meeting that could lead to discipline and request CSEA representation. If representation is requested, the meeting shall be rescheduled within five (5) working days to allow for CSEA representation.

7.3 ADMINISTRATIVE LEAVE - Any permanent bargaining unit member may be placed on administrative leave from duty with pay pending a determination of whether or not discipline shall be recommended by the Vice Chancellor of Human Resources.

7.3.1 Emergency Situations: If a bargaining unit member's continued presence constitutes a danger or jeopardizes the welfare of the bargaining unit member, other staff and/or students or threatens to disrupt the educational program, the Vice Chancellor of Human Resources or designee may immediately place the bargaining unit member on paid administrative leave.

7.4 COMPULSORY LEAVE – SEX OR NARCOTICS OFFENSES – Any permanent bargaining unit member charged with the commission of any sex offense as defined in, but not limited to, Education Code Section 87010, or with the commission of any narcotics offense as defined in, but not limited to, Education Code Section 87011, may be placed on compulsory leave of absence pending a final disposition of such charges.

7.4.1 Any permanent bargaining unit members placed on compulsory leave shall continue to be paid his/her regular salary during such leave.

7.5 CAUSE FOR DISCIPLINARY ACTION - One (1) or more of the following causes shall be grounds for disciplinary action which could include, involuntary demotion, suspension or termination of any permanent bargaining unit member:

- 7.5.1 Unauthorized absences
- 7.5.2 Chronic, unexcused tardiness
- 7.5.3 Verified abuse of sick leave or other leaves
- 7.5.4 Willful damage or misuse of District property
- 7.5.5 Discourteous, offensive, or abusive conduct or language toward other employees, students, or the public
- 7.5.6 Sexual Harassment
- 7.5.7 Willful or persistent violation of Federal or State Law or District policies and administrative procedures
- 7.5.8 Conviction of a felony
- 7.5.9 Conviction of any crime involving moral turpitude

- 7.5.10 Dishonest acts related to employment with the District including but not limited to misappropriation of District Property
- 7.5.11 Physical or mental condition unfitting him/her for service as determined by a qualified health care professional
- 7.5.12 Incompetence
- 7.5.13 Insubordination
- 7.5.14 Carelessness, inefficiency or negligence in the performance of duty
- 7.5.15 Failure to maintain licenses or certificates required by law for the job
- 7.5.16 Unauthorized use, possession or being under the influence of alcohol or controlled substances on District property or while on duty
- 7.5.17 Failure to disclose material facts on application forms or employment records concerning material matters
- 7.5.18 Offering and/or accepting anything of value or service in exchange for and/or granting of special treatment in connection with employment to another employee or to any member of the District staff or the public
- 7.5.19 Abandonment of position

7.6 TIME LIMITATIONS - Disciplinary action shall not be initiated against a permanent bargaining unit member, for any cause prior to the bargaining unit member becoming permanent, nor based on information that is more than two years old.

7.7 DISCIPLINARY PROCESS - The following progressive steps of discipline shall be used and the discipline shall be appropriate for the offense. Progressive discipline shall be followed commencing with step one (1), until a satisfactory resolution has been reached. Progressive discipline may be initiated at a higher step due to the seriousness of the offense.

7.7.1 Nothing shall preclude the immediate management supervisor from having informal conversations with the bargaining unit member to address conduct and performance concerns prior to initiating the formal disciplinary process.

7.7.2 The bargaining unit member may request CSEA representation at each step in the formal discipline process.

7.7.3 Information of derogatory nature shall not be placed in the bargaining unit member(s) personnel file until s/he is given written notice. (See Article 9.1.1)

7.8 FORMAL WARNING - Step one (1) of progressive discipline; formal conference with the immediate management supervisor.

7.8.1 A bargaining unit member shall be verbally counseled by his/her immediate management supervisor about expected conduct and performance relative to his/her job description, specific responsibilities and expectations. Training, where appropriate, shall be provided.

7.8.2 A record of this conference and timelines for improvement shall be retained by the immediate management supervisor and a copy given to the bargaining unit member. No copy of these written records shall be made a part of the bargaining unit member's personnel file unless included in subsequent disciplinary correspondence.

7.8.3 Failure to meet conduct and/or performance expectations as described in step one (1) may result in discipline progression to step two (2).

7.9 WRITTEN REPRIMAND - Step two (2) of progressive discipline. Written documentation placed into the Human Resources personnel file identifying performance or conduct issues.

7.9.1 The immediate management supervisor shall meet with the bargaining unit member to present and discuss the written reprimand.

7.9.1.1 The written reprimand shall include the cause(s) for disciplinary action and the acts or omissions that constitute the cause. The written reprimand shall include the directives for improvement, specific timelines for improvement, and outline the consequences of failure to improve. Documentation upon which the disciplinary action is based shall be attached to the written reprimand.

7.9.1.2 The bargaining unit member may submit a written response within fifteen (15) working days of receipt of the written reprimand. This timeline may be extended by mutual agreement. Responses shall be submitted to the Vice Chancellor of Human Resources. A copy of the response shall be provided to the immediate management supervisor by the Vice Chancellor of Human Resources.

7.9.1.3 The written reprimand and the bargaining unit member's response, if any, shall be placed in the bargaining unit member's Human Resource personnel file. Within five (5) working days of submitting the response, the bargaining unit member may request a meeting with the Vice Chancellor of Human Resources or designee to review and discuss the written reprimand and/or response.

7.9.1.4 Failure to meet conduct and/or performance expectations as described in step two (2) may result in progression to step three (3).

7.10 SUSPENSION - Step three (3) of progressive discipline which may result in leave for a specified period of time.

7.10.1 A bargaining unit member may be suspended without pay and is entitled to an appeal hearing (See Article 7.14 through 7.20)

7.11 INVOLUNTARY DEMOTION - Step four (4) of progressive discipline: Placement in a lower classification which shall result in a reduction of wages. Bargaining unit member is entitled to an appeal hearing. (See Article 7.14 through 7.20)

7.12 TERMINATION - Step five (5) of progressive discipline: Release from District employment. Bargaining unit member is entitled to an appeal hearing. (See Article 7.14 through 7.20)

7.13 DISCIPLINARY PROCEDURE - The bargaining unit member shall receive written notice of suspension, involuntary demotion or termination.

7.13.1 The written notice of proposed disciplinary action shall include the cause(s) for such action, the acts or omissions that constitute the cause(s) and the effective date of the action.

7.13.2 Documentation upon which the notice is based shall be attached to the written notice.

7.13.3 A complete copy the written notice of proposed disciplinary action shall be sent to the President of CSEA Chapter 420/designee.

7.13.4 The written notice shall also inform the bargaining unit member of his/her right to respond orally or in writing, within ten (10) working days of the notice, at a pre-disciplinary meeting ("Skelly") with the Vice Chancellor of Human Resources or his/her designee.

7.13.5 The Vice Chancellor of Human Resources /designee shall consider any response submitted and notify the bargaining unit member in writing within fifteen (15) calendar days of his/her final decision.

7.13.6 In matters involving suspension, involuntary demotion, or a termination, the written notice of proposed discipline shall also inform the bargaining unit member of the right to appeal the disciplinary action at a hearing and shall enclose a form to be used to request such a hearing.

7.13.7 Time limits may be altered by mutual written agreement between CSEA Chapter 420 and the District.

7.14 APPEAL HEARING PROCEDURE - A bargaining unit member served with a notice of a suspension, involuntary demotion, or termination shall be entitled to appeal the disciplinary action at a hearing.

7.15 REQUEST FOR HEARING - The request for hearing shall be filed on the District provided form within five (5) working days of proof of service of the notice of disciplinary action. (Proof of service is deemed completed at the time of deposit in the U.S. Mail or personal delivery.)

7.15.1 Failure to request a hearing within five (5) working days of the date of the notice shall be a waiver of a right to a hearing unless the time is extended by mutual agreement between District & CSEA.

7.16 HEARING AUTHORITY AND NOTICE - The Board of Trustees shall determine whether the hearing shall be conducted before the Board or before a hearing officer.

7.16.1 Within forty five (45) calendar days from receipt of the hearing request, the Hearing Officer shall be selected and hearing calendared by mutual agreement between District and CSEA.

7.16.2 The bargaining unit member shall be given written notice not less than thirty (30) calendar days of the date, time, and place of such hearing.

7.17 CONDUCT OF THE HEARING - The bargaining unit member shall attend any hearing, unless excused by the Board or Hearing Officer, and shall be entitled to:

7.17.1 Be represented by council or CSEA

7.17.2 Testify under oath

7.17.3 Compel the attendance of other employee(s) of the District to testify on his/her behalf and cross-examine all witnesses appearing against him/her

7.17.4 Present documents and other evidence

7.17.5 Request that the hearing proceedings be recorded or reported by a stenographic reporter upon payment of an equal share of the cost of such recording and have the recording transcribed upon payment of the cost

7.17.6 Be granted a continuance upon showing of good cause based on a waiver of any award of back pay for the period of the continuance

7.18 BURDEN OF PROOF - The District shall carry the burden of proof in support of the disciplinary action.

7.19 RECOMMENDATION OF THE HEARING OFFICER - If a Hearing Officer is appointed, a non-binding advisory opinion or recommendation containing findings and conclusions shall be presented in writing to the Board of Trustees. The Board may accept and adopt the findings and conclusions or may review the record or provide for an additional opportunity to be heard.

7.20 DECISION OF THE BOARD OF TRUSTEES - The decision of the Board of Trustees shall affirm, reverse or modify the disciplinary action imposed by the Vice Chancellor of Human Resources/designee. The findings and decision of the Board of Trustees shall be final and conclusive on all parties, and not subject to the grievance procedures provided for in this contract.

7.20.1 Unless the decision provides otherwise, it shall be effective immediately. Notice of the decision shall be mailed promptly to the bargaining unit member and his/her representative.

ARTICLE 8: PERFORMANCE/EVALUATION

8.1 DEFINITION OF EVALUATOR - The immediate management supervisor (no other bargaining unit member(s) or faculty member(s)) is the bargaining unit member's evaluator.

8.1.1 Nothing shall preclude participation in the evaluation process by the bargaining unit member's classified lead as determined by job classification, at the request of the evaluator or bargaining unit member.

8.1.2 Nothing shall preclude participation in the evaluation process by a faculty member within the bargaining unit member's area of assignment having direct contact with and knowledge of his/her responsibilities.

8.1.3 Nothing shall preclude an immediate management supervisor who has been in place less than six (6) months or is serving in an interim capacity from requesting input from the previous immediate management supervisor, if available.

8.2 PROBATIONARY EMPLOYEES - Evaluations shall be based upon direct observation by the evaluator. A probationary bargaining unit member shall be formally evaluated during the sixth (6th) and eleventh (11th) month of the probationary period. If any item in the evaluation is less than competent, the evaluator shall use the evaluation form to include specific written requirements for improvement. A Performance Improvement Plan (PIP) (See Article 8.6) shall not be required during the probationary period. In no event shall the probationary period exceed one (1) year. Nothing shall preclude the District from terminating the employment of a probationary bargaining unit member.

8.2.1 An overall "competent" rating on the final probationary evaluation is necessary for a probationary bargaining unit member to be considered for permanent status in the District.

8.3 EVALUATION OF PERMANENT EMPLOYEE - Evaluations shall be conducted by and based upon direct observation by the evaluator. A permanent bargaining unit member shall have a formal, written evaluation once every two years. Subsequent evaluations shall be scheduled based on the date of the previous regularly scheduled evaluation. The evaluation meeting shall be held within thirty (30) calendar days before or after the regularly scheduled evaluation date. In the event the evaluator fails to complete the evaluation by the required date, the bargaining unit member's performance shall be deemed competent for that period except as provided in sections 8.3.1 & 8.3.2 below. A subsequent evaluation shall be completed in one year.

8.3.1 In the event of a position change due to promotion, lateral transfer, district initiated lateral transfer, or voluntary demotion, the immediate management supervisor shall perform a formal written evaluation for the bargaining unit member at six (6) months. Subsequent evaluations shall be scheduled every two years from the date of this six (6) month evaluation.

8.3.2 If the bargaining unit member is not available for the evaluation meeting due to an extended absence, the evaluator shall complete the evaluation and submit the

form to Human Resources. Human Resources shall inform the CSEA President of the postponed evaluation. The evaluation meeting shall be scheduled and completed upon the bargaining unit member's return to work.

8.3.3 If the bargaining unit member is currently working in a Temporary Out of Class assignment and is due for their regularly scheduled biennial evaluation, the evaluation will be completed by the permanent manager in collaboration with the Temporary Out of Class manager.

8.3.4 If the evaluator is not available for the evaluation meeting due to an extended absence, the meeting shall be scheduled and completed upon the evaluator's return. A postponed evaluation not completed within ninety (90) calendar days of the evaluation due date shall be deemed a competent evaluation. (See Article 8.3)

8.4 PRESENTATION OF EVALUATION - The bargaining unit member must receive and be able to review the completed evaluation and secure CSEA representation at least twenty-four (24) hours prior to the evaluation conference.

8.5 DISCUSSION OF EVALUATION - Any formal, written evaluation shall be discussed in a meeting between the evaluator and the bargaining unit member. No evaluation shall be placed in a bargaining unit member's personnel file until there has been a conference between the bargaining unit member and the evaluator. If the overall rating in the evaluation is less than competent, the bargaining unit member may request CSEA Representation. If the bargaining unit member is unable to secure CSEA representation s/he has the right to reschedule the evaluation conference not to exceed and additional five (5) working days. To the extent that a subsequent evaluation is necessary, the bargaining unit member shall be informed of the approximate date of the next evaluation during the evaluation meeting.

8.5.1 Upon completion of the evaluation meeting, the evaluator shall provide the bargaining unit member with a signed copy of the evaluation form.

8.6 PERFORMANCE IMPROVEMENT PLAN – The primary purpose of the Performance Improvement Plan (PIP) is to improve performance. If any item on the evaluation is less than competent, the evaluator shall provide the bargaining unit member with a PIP. The PIP shall be attached to the evaluation and submitted to Human Resources.

8.6.1 A follow up meeting shall be scheduled no sooner than thirty (30) calendar days and no later than ninety (90) calendar days after the bargaining unit member has been provided the PIP, to assess the progress of the items identified in the PIP.

8.6.1.1 The evaluator shall provide the bargaining unit member with a written assessment on issues identified in the PIP.

8.6.1.2 The bargaining unit member must receive and be able to review the written assessment and secure CSEA representation at least twenty-four (24) hours prior to the follow up meeting. The written assessment shall be forwarded to Human Resources and attached to the evaluation.

8.6.2 An additional formal evaluation may be scheduled by the evaluator within ninety (90) calendar days of the follow up meeting (see Article 8.6.1).

8.6.3 Additional formal evaluations may only be scheduled by the evaluator after consultation with the Vice Chancellor, Human Resources.

8.6.4 If the immediate management supervisor determines that improvements are needed in work performance, s/he may implement a PIP outside the regular evaluation timelines.

8.6.4.1 Unsatisfactory completion of the PIP may result in the document being placed in the bargaining unit member's personnel file and could lead to disciplinary action. The bargaining unit member may respond pursuant to Article 8.8.

8.7 KEPT IN PERSONNEL FILE - Completed evaluations shall be retained in the bargaining unit member's personnel file at the District Office.

8.8 EVALUATION RESPONSE - The bargaining unit member may write a response to the evaluation. The response shall be submitted, within fifteen (15) working days of the evaluation meeting, to the Vice Chancellor of Human Resources. The bargaining unit member's response shall be attached to the evaluation in his/her personnel file. A copy of the response shall be sent to the manager.

8.8.1 Within fifteen (15) working days of the evaluation meeting the bargaining unit member may request a meeting with the Vice Chancellor, Human Resources, to review the formal evaluation. This meeting shall be scheduled at a mutually convenient time.

8.9 GRIEVABILITY - The content of evaluation documents and PIP's are not subject to grievance; however, the procedures outlined in Article 8 are grievable.

ARTICLE 9: PERSONNEL FILES

9.1 PERSONNEL FILES - A bargaining unit member shall be permitted to view, upon request and reasonable notice, his/her personnel file in the District's Human Resources Office during normal business hours.

9.1.1 Information of a derogatory nature shall not be entered or filed in the bargaining unit member's personnel file until s/he is given written notice. Following notice, the bargaining unit member shall have fifteen (15) working days to review and attach his/her comments.

9.1.1.1 Derogatory materials placed in a bargaining unit member's personnel file shall contain the date on which the material was originated and the name of the person who originated the document.

9.1.2 A bargaining unit member may request copies of any District related documents in his/her personnel file without charge; other documents may be copied for a fee.

9.1.3 All personnel files are confidential and shall be available for review only when necessary for the proper administration of the District's affairs.

9.1.3.1 Personnel files shall be available for review by a CSEA representative when authorized in writing by the bargaining unit member.

9.1.4 The District shall maintain a dated log of the persons who have reviewed a personnel file. The log shall be maintained in the bargaining unit member's personnel file.

9.1.5 The substance of materials contained in any personnel file shall not be subject to the Grievance Procedure contained in this Agreement. However, a violation of the procedures contained in this Article may be subject to review under that procedure.

ARTICLE 10: SENIORITY

10.1 SENIORITY FOR NEW EMPLOYEES – Seniority for new employees will be determined by the first date of work in the classification. Typically, new employees will begin work on the first of the month following Yosemite CCD Board approval.

10.1.1 If more than one new employee begins work on the same date in the same classification, seniority will be determined by lot.

10.2 SENIORITY FOR CURRENT BARGAINING MEMBERS - Seniority for current bargaining unit members whose classification changes due to promotion, voluntary demotion, reclassification, or reorganization will be determined by the first date of work in the new classification. Typically, current bargaining unit members will begin work on the day following Yosemite CCD Board approval.

10.2.1 If more than one current bargaining unit member begins work on the same date in the same classification, seniority will be determined by original District hire date.

10.2.1.1 If two or more bargaining unit members have the same original District hire date, seniority will be determined by lot within the new classification.

10.2.2 Bargaining unit members currently in a classification will maintain their existing seniority above the bargaining unit members new to the classification.

10.3 SENIORITY LIST - The District shall maintain an updated seniority list indicating bargaining unit members' class seniority. The list shall be provided to CSEA Chapter 420 President/designee annually no later than July 31st. Services performed as a volunteer, student and/or short-term employee shall not be included in seniority computation.

ARTICLE 11: DUTY HOURS

11.1 WORKWEEK / WORKDAY ASSIGNMENT - The workday, workweek, and work year of each bargaining unit member shall be established by the District. Each bargaining unit member shall be assigned a minimum number of hours per day, days per week, and months per year at the time of initial employment and upon each permanent change in classification thereafter.

11.1.1 Management shall schedule bargaining unit members for all assignments. Management shall not delegate this authority/responsibility to classified staff or faculty.

11.1.2 The basic workweek of full-time bargaining unit members shall, except as otherwise provided, consist of five (5) consecutive days of not more than eight (8) hours per day and not more than forty (40) hours per week. The workweek may commence on any day of a calendar week and then continue for the five (5) consecutive days.

11.1.3 When a work week of more or less than eight (8) hours per day and/or five (5) consecutive days per week is required for the efficient operation of the district; such proposed change shall be negotiated with CSEA Chapter 420 as to the impact on individual bargaining unit member(s). A bargaining unit member may work an alternate schedule only with the concurrence of the concerned bargaining unit member and CSEA Chapter 420 in the form of a Memorandum of Understanding (MOU).

11.1.3.1 Summer work schedules four (4) days a week, ten (10) hours a day, may, with mutual agreement, continue to exist.

11.1.4 Applicable rest and lunch periods as per Article(s) 11.14 & 11.15 apply to alternate work schedules.

11.2 SATURDAY OR SUNDAY RE-ASSIGNMENTS - Bargaining unit members may be reassigned to a regular work schedule which includes a Saturday or Sunday only with written consent of the bargaining unit member(s) and CSEA Chapter 420 in the form of a Memorandum of Understanding (MOU).

11.3 SWING SHIFT– A swing shift is defined as an assignment that includes four (4) or more hours after 4 p.m. and before 12 a.m. midnight. (See Article 12.3.1 for shift differential)

11.4 GRAVEYARD – A graveyard shift is defined as an assignment that includes four (4) or more hours after 10 p.m. or four (4) or more hours before 6am. (See Article 12.3.2 for shift differential).

11.5 SHIFT SELECTION– The filling of shifts within a department due to a vacancy shall be based on bargaining unit member(s) preference according to seniority. In the event no one accepts the shift the least senior bargaining unit member shall be assigned.

11.5.1 Bargaining unit members shall be provided thirty (30) calendar day notice prior to start date of new shift. Upon mutual consent the bargaining unit member may start the new shift prior to the expiration of the thirty (30) calendar day notice.

11.6 ASSIGNMENT SELECTION – The scheduling of assignments within a department shall be based on bargaining unit member preference according to seniority and to meet the needs of the District. In the event no one accepts the assignment, the least senior bargaining unit member shall be assigned. Assignments may include, but are not limited to, a specific campus, building, room or specific work detail. To meet the needs of the District, bargaining unit members may be given assignments within their classification on a temporary basis or to meet extenuating circumstances for a period not to exceed forty five (45) calendar days.

11.7 SHIFTS – Management shall avoid scheduling bargaining unit members to multiple shifts in any one work week period.

11.7.1 Regularly scheduled shifts shall not be altered for the purpose of avoiding overtime compensation. Overtime shall be compensated in accordance with Article 11.8.

11.7.2 Adjusted hours – Adjusted hours are a temporary change to an established work schedule within a workday or work week, not to exceed 8 hours in a day or 40 hours a workweek. Adjusted hours must be mutually agreed upon by the supervisor and the bargaining unit member and not negatively impact the department.

11.7.2.1 If the District is operating on a 4-10 work schedule, adjusted hours may occur not to exceed 10 hours a day or 40 hours a week.

11.7.2.2 Adjusted hours are not intended to replace the use of vacation, sick, personal necessity leave or overtime/comp time.

11.8 OVERTIME - The District retains the right to extend the regular workday and/or workweek (overtime) of any bargaining unit member, providing such bargaining unit member is compensated accordingly.

11.8.1 Overtime is defined as

- A. Work in excess of eight (8) hours a day, or
- B. Work in excess of forty (40) hours a week, or
- C. Any work on the sixth (6th) and/or seventh (7th) consecutive day(s) of the bargaining unit member's established work week (See Article 11.9.1.1).

11.8.2 Overtime assignments shall be authorized by the bargaining unit member's immediate management supervisor. (See Article 11.8.4)

11.8.2.1 The bargaining unit member shall have prior authorization from his/her immediate management supervisor before working overtime.

11.8.3 At the beginning of each fiscal year departments shall establish and post a seniority list for overtime assignments which shall include all bargaining unit members.

11.8.4 Overtime shall be assigned on a continuous rotation based on the seniority list (most senior to least senior) based on the minimum needs and qualifications for the assignment. In the event no one accepts the overtime the least senior bargaining unit member shall be assigned.

11.8.5 The immediate management supervisor when assigning overtime shall document the date of acceptance or declination of overtime assignments.

11.8.6 Every effort shall be made to provide a reasonable off duty period between assignments.

11.8.7 Whenever possible, additional hours shall be offered to qualified bargaining unit members prior to being offered to short-term contract employees.

11.8.8 Upon mutual agreement, the District may operate on a 4-10 (4 days per week, 10 hours per day) schedule.

11.8.8.1 During the 4-10 work schedule, overtime is defined as:

- A. Work in excess of ten (10) hours a day, or
- B. Work in excess of forty (40) hours a week, or
- C. Any work on the fifth (5th), sixth (6th) and/or seventh (7th) consecutive day(s)

11.9 OVERTIME COMPENSATION - Overtime hours worked shall be compensated at the bargaining unit member's appropriate rate of pay.

11.9.1 During the 5-8 work schedule overtime as defined in Article 11.8.1 shall be compensated as follows:

11.9.1.1 Time worked on the sixth (6th) and seventh (7th) consecutive day(s) is overtime (1½) for the first eight (8) hours worked each day(s).

11.9.1.2 Time worked in excess of eight (8) hours on the sixth 6th and seventh 7th consecutive day shall be compensated at double time (2X) the bargaining unit member's regular rate of pay.

11.9.1.3 Any time worked in excess of twelve (12) hours on any day shall be compensated at double time (2X) the bargaining unit member's regular rate of pay.

11.9.2 During the 4-10 work schedule overtime as defined in Article 11.8.8 in excess of ten (10) hours a day or forty (40) hours per week shall be compensated as follows:

11.9.2.1 Time worked on the fifth (5th), sixth (6th) and seventh (7th) consecutive day(s) is overtime (1½) for the first ten (10) hours worked each day(s).

11.9.2.2 Time worked in excess of ten (10) hours on the fifth (5th), sixth (6th) and seventh (7th) consecutive day shall be compensated at double time (2X) the bargaining unit member's regular rate of pay.

11.9.2.3 Any time worked in excess of twelve (12) hours on any day shall be compensated at double time (2X) the bargaining unit member's regular rate of pay.

11.10 COMPENSATORY TIME (CTO) - Compensatory time is paid time off for overtime hours worked compensated at the bargaining unit member's appropriate rate of pay under Article(s) 11.8 and 11.9.

11.10.1 Compensatory time off in lieu of paid compensation shall be the option of the District. Bargaining unit members shall be allowed an opportunity to express a preference for overtime compensation.

11.10.2 Compensatory time earned may not be carried for longer than twelve (12) months from the date earned.

11.10.3 Comp time shall not be accumulated beyond eighty (80) hours. Excess time earned shall be compensated at the appropriate rate.

11.10.4 Compensatory time off may be scheduled by the bargaining unit member with the approval of the immediate management supervisor.

11.11 EXTRA TIME - Extra time (time worked beyond assignment) is work assigned to and worked by part-time bargaining unit members in addition to their regular work schedule. Extra time shall be compensated at the bargaining unit member's regular rate of pay. Bargaining unit members are eligible for overtime compensation if they meet the criteria of Articles 11.8 & 11.9.

11.11.1 Whenever possible, extra time shall be offered to qualified part-time bargaining unit members prior to being offered to short-term contract employees.

11.12 ALTERNATIVE TIME OFF (ATO) - Alternative time off is provided when a bargaining unit member works their regular shift during an Emergency District/College Closure or Winter Closure. Alternative time off is equivalent to the hours worked.

11.12 CLASSIFIED STAFF TRAVEL TIME - Bargaining unit members may request and/or management may assign in-service training activities outside the area.

11.12.1 Time spent by the bargaining unit member in lieu of regular scheduled hours in these activities (including travel) shall be considered hours worked and compensated appropriately.

11.13 HOLIDAY WORK - When a bargaining unit member is assigned to work on a designated District holiday, s/he shall be compensated at his/her regular pay for the work day, plus one and a half (1 ½) overtime for hours worked on the holiday (See Article 11.8 and 11.9).

11.14 REST PERIODS - Bargaining unit members working four (4) or more hours per day shall normally receive a fifteen (15) minute rest period during each four (4) consecutive hour period of service. The rest period may be scheduled to meet the operational needs of the District.

11.14.1 **Rest Period/Wellness Activity:** Bargaining unit members entitled to two (2) 15-minute rest periods may substitute one 30-minute rest period per day instead of the standard two (2), fifteen (15) minute rest periods for the purpose of participating in a wellness activity.

11.15 LUNCH PERIODS - A non-compensated lunch period of not less than thirty (30) minutes or more than sixty (60) minutes shall be provided to bargaining unit members who render service of at least six (6) consecutive hours. The lunch period shall be duty free and scheduled as close as possible to the mid-point of the bargaining unit member's scheduled work day.

11.15.1 Bargaining unit members assigned work on the swing or graveyard shift shall have their thirty (30) minute paid lunch period included within their regular assignment providing that the bargaining unit member works a regular assignment of six (6) or more hours per day.

11.15.1.1 The lunch period shall be duty free and may be scheduled to meet the operational needs of the District. In the event a bargaining unit member is called to duty, interrupting his/her duty free lunch period, s/he shall be allowed to resume his/her lunch period upon returning to work or shall be appropriately compensated.

11.15.2 Bargaining unit members shall have the right to adjust their lunch period for the purpose of attending the monthly CSEA Chapter meetings if the time does not conflict with the needs of the District.

11.16 WORK SITE CLOSURE - A bargaining unit member who is excused from work due to work site closure on a regular scheduled workday shall be paid the regular rate of pay for that day. Bargaining unit member with previously approved scheduled leave will use applicable leave during that time.

11.17 EMERGENCY DISTRICT/COLLEGE CLOSURE - A bargaining unit member excused from work due to an emergency closure on a regular scheduled workday shall be paid the regular rate of pay for that day. Bargaining unit member with previously approved scheduled leave will use applicable leave during that time.

11.17.1 A bargaining unit member identified by his/her supervisor to perform essential services and works during an emergency closure shall be paid their regular rate of pay for that day and will receive the equivalent hours of accrued

time off. Those who perform essential services and work during an emergency closure beyond their regular schedule shall be paid in accordance with the contract.

11.17 CHAPTER BUSINESS LEAVE- See Article 3.4.1

ARTICLE 12: WAGES

12.1 SALARY ADJUSTMENT – Effective July 1, 2022 the classified salary schedule appears in Appendix B – Salary Schedule.

12.2 CONTINUATION OF STEP INCREASES - The District shall continue to provide step increases as earned during the term of this Agreement.

12.3 DIFFERENTIAL

12.3.1 **Swing Shift:** A swing shift is defined as an assignment that includes four (4) or more hours after 4 p.m. or four (4) or more hours before 12 p.m. midnight.

12.3.1.1 Bargaining unit members working a swing shift assignment of six or more hours per day shall have their thirty (30) minute lunch period included within their assignment.

12.3.2 **Graveyard:** A graveyard shift is defined as an assignment that includes four (4) or more hours after 10 p.m. or four (4) or more hours before 6 a.m.

12.3.2.1 Bargaining unit members assigned to the graveyard shift shall receive a 7.5% shift differential in addition to their regular wages.

12.3.2.2 Bargaining unit members working a graveyard assignment of six (6) or more hours per day shall have their thirty (30) minutes lunch period included within their assignment.

12.3.3 Bargaining unit members receiving a shift differential who are temporarily assigned to another shift shall continue to receive the shift differential during the first twenty (20) working days of any such temporary assignment.

12.4 LONGEVITY PAY - The annual longevity pay period is December 1st to November 30th. Eligible bargaining unit members earn longevity pay after five (5) years of continuous probationary and permanent service with the District in the amount of \$500, and will increase by \$100 every year thereafter until separation of employment from the District. Credit for continuous employment shall be given for leaves of absence approved by the Board of Trustees, including military leave.

12.4.1 The longevity payment shall be paid in a lump sum on or around November 30th to all qualified bargaining unit members on the payroll as of November 30th.

12.4.1.1 A bargaining unit member who is laid off shall receive a prorated share of the longevity pay based on the number of months worked.

12.4.1.2 A bargaining unit member who accepts a District certificated position outside the bargaining unit shall receive a prorated share of the longevity pay based on the number of months worked in classified service.

12.4.1.3 Upon retirement, bargaining unit members shall qualify for a prorated share of the longevity pay based on the number of complete months worked.

12.4.1.4 Upon the death of a bargaining unit member, the bargaining unit member's designated beneficiary shall qualify for a prorated share of the longevity pay based on the number of complete months worked.

12.4.1.5 A bargaining unit member terminated for cause or who resigns is ineligible for longevity pay.

12.5 CALL-IN/ CALL-BACK PAY GUARANTEE - A bargaining unit member called in to work by his/her management supervisor on other than a scheduled workday for the bargaining unit member shall receive a minimum of three (3) hours pay at his/her overtime rate. Bargaining unit members eligible for call-in pay shall qualify for reimbursement for use of personal vehicle to and from the work location at the regular District mileage reimbursement rate. Work that can be accomplished from an off-site location will be compensated at the regular overtime rate for actual time worked.

12.5.1 A bargaining unit member is considered to be in "call in" status if s/he was not notified of the additional assignment prior to the end of his/her last scheduled work shift or the bargaining unit member has not received twenty-four (24) hours notice of the additional assignment.

12.5.2 A bargaining unit member is considered to be in "call back" status if he/she has ended his/her workday, and has resumed working as a result of direction received from an appropriate management supervisor.

12.6 OVERTIME CANCELLATION PAY - A bargaining unit member scheduled to work overtime shall be credited with three (3) hours pay at the appropriate rate if the overtime assignment is canceled after the end of his/her last scheduled work shift.

12.7 MEDICAL EXAMINATION - The District shall provide reasonable reimbursement toward the cost of any medical examination required by the District which is not a condition of initial employment in a class or promotional advancement in the District.

12.8 UNIFORMS - The District may require the wearing of a distinctive uniform by members of the bargaining unit.

12.8.1 Provision and Maintenance: The District shall provide or pay the cost of the purchase, lease or rental of all uniforms, equipment, identification badges, emblems and cards required by the District to be worn or used by bargaining unit members.

12.8.1.1 The District shall continue the maintenance of uniforms for the Security and Transportation Departments.

12.9 EQUIPMENT - The District shall provide all tools, equipment, and supplies reasonably necessary to the bargaining unit members for performance of employment. The use of personal tools, equipment and supplies is prohibited.

12.10 MEDICAL EXAMINATION FOR CONTINUED EMPLOYMENT - The District shall provide or pay the full cost, with a District-designated medical provider, for any medical examination required as a condition of continued employment or as a condition of employment if the bargaining unit member is employed subsequent to the examination.

12.11 MILEAGE - Bargaining unit members shall, when required to use their personal vehicle in the performance of their duties, be compensated by the District at the regular district mileage rate.

12.12 CORRECTION OF UNDERPAYMENT - When it is determined that an underpayment has occurred with the payment of any bargaining unit member's salary, the District shall, within five (5) working days following confirmation, provide the bargaining unit member with a statement of the correction and appropriate payment.

12.13 REPAYMENT OF OVERPAYMENT TO DISTRICT - When determined that an overpayment has occurred with the payment of any bargaining unit member's salary, repayment shall be made as follows:

12.13.1 A written agreement between the manager of payroll and the bargaining unit member shall specify the total amount of overpayment and monthly payment amount.

12.13.1.1 Email is acceptable as the written agreement.

12.13.2 The monthly repayment amount shall be a reasonable mutually acceptable amount that will not cause an undue hardship to the bargaining unit member.

12.13.3 No interest shall be levied against the bargaining unit member on the total amount due or on any outstanding amount due upon initiation of the repayment plan.

12.13.4 Upon completion of the repayment, the District shall issue to the bargaining unit member a written statement that the repayment has been completed and no further monies shall be due from the bargaining unit member.

12.14 TEMPORARY DUTIES - Bargaining unit members may be assigned temporary duties by the District.

12.14.1 Out of Class Duties: Bargaining unit members temporarily assigned to perform duties from a higher classification shall be placed on the appropriate range and step of the salary schedule for the higher classification which guarantees no less than a five (5) percent increase.

12.14.2 Additional Duties: Bargaining unit members assigned additional duties which are included in his/her classification shall be appropriately compensated for any overtime necessitated by these additional duties.

12.15 PAY DOCK – Pay dock is not an optional form of leave. Pay dock is utilized for absences only when the member has exhausted all other applicable leaves and/or comp time.

ARTICLE 13: FRINGE BENEFITS

13.1 FRINGE BENEFITS - In addition to District contribution toward fringe benefits mandated by state and federal law, the District will provide eligible bargaining unit members with the following fringe benefit programs:

- 13.1.1 Medical Insurance Program
- 13.1.2 Dental Insurance Program;
- 13.1.3 Vision Insurance Program;
- 13.1.4 Long Term Disability Insurance Program;
- 13.1.5 \$50,000 Level Term Life Insurance Program;
- 13.1.6 Additional programs may be available at employee's expense.

13.2 Bargaining unit members may access benefits information via the District Human Resources/Benefits website or contact District Human Resources/Benefits for availability.
<http://yosemite.edu/benefits>

13.3 Selection of carriers and/or administration plan selected by the District, shall be subject to negotiations with CSEA Chapter 420.

13.4 In the event there is a change of carriers or methods of plan administration during the term of this Agreement, the District shall indemnify each bargaining unit member against increased personal cost resulting from such change unless a modification in coverage has been mutually agreed to by the parties and such modification has resulted in the increased cost.

13.5 Within thirty one (31) calendar days following a qualifying event, bargaining unit members eligible for fringe benefits shall notify the Human Resources Benefits Office. Contact the Yosemite CCD Benefits Office regarding the effective date of coverage change and to confirm eligibility of a qualifying event. A qualifying event may include:

- 13.5.1 Birth of a child
- 13.5.2 Change in marital status
- 13.5.3 Establishment of Domestic Partnership
- 13.5.4 Adoption
- 13.5.5 Dependent loss of coverage under another health plan.

13.6 A bargaining unit member who works a minimum of thirty (30) minutes or more per day in excess of his/her regular assignment for a period of twenty (20) consecutive working days or more shall have his/her regular hours adjusted upward to reflect the longer hours in order to acquire fringe benefits.

13.7 A bargaining unit member working at least thirty (30) hours a week is eligible for District paid benefits. A bargaining unit member working less than thirty (30) hours per week, but more than twenty (20) hours per week may elect to purchase fringe benefits at a pro-rated portion of the premium.

13.8 Retiree Medical Benefits - Bargaining unit member eligibility for District Retiree Medical benefits is set forth in the chart below. Benefits do not include District paid dental, vision and life insurance. A retired classified employee or surviving spouse may enroll in the District's dental and vision plans at the retiree's own expense at the time of retirement. If coverage is declined or subsequently dropped, there shall be no further opportunity to enroll.

Hired Prior to July 1, 2004	Hired between July 1, 2004 and June 30, 2013	Hired on or after July 1, 2013
Retirees shall be eligible for District paid post-retirement medical benefits until the age of 70 Once Medicare eligible, Retiree shall pay the difference for spousal coverage if spouse is not yet Medicare eligible Retiree may continue District medical benefits after the age of 70 at his/her own expense Employees who are deemed permanently disabled by Social Security or CalPERS and meet the age of 50 plus have 10 years of service may continue to receive District paid medical benefits until the age of 70.	Retirees under the age of 65 and meeting the "Rule of 70" shall continue to receive the District provided medical benefit until Medicare eligible Retiree may continue District medical benefits after Medicare eligible age at his/her own expense Employees who are deemed permanently disabled by Social Security or CalPERS and meet the age of 50 plus have 10 years of service may continue to receive District paid medical benefits until the age of Medicare eligibility.	The District shall pay \$1,361/month (\$16,332/year) for the employee + spouse/domestic partner until the retiree reaches age 65. The retiree will pay the balance. Retirees may enroll dependents at their own expense. The employee must meet the following conditions to be eligible for retiree benefits: 1. Retirement from CalPERS 2. A minimum of 55 years of age 3. A minimum of 20 years of service with the District Employees who are deemed permanently disabled by Social Security or CalPERS and meet the age of 50 plus have 10 years of service may continue to receive District paid medical benefits until the age of Medicare eligibility. If Medicare eligibility age increases, the parties agree to reopen this section pertaining to retiree benefits for classified employees hired on or after July 1, 2013.

13.8.1 Rule of 70 Defined - Any combination of the retiree's minimum age fifty (50) (at last birthday preceding Board Approved retirement date) plus years of continuous probationary and permanent service with the District equivalent to seventy (70) years or more. Credit for continuous employment shall be given for leaves of absence approved by the Board of Trustees, including military leave.

13.8.2 Retirees are eligible for District paid medical benefits based on their percentage of assignment at the time of retirement.

13.8.3 Retirees who worked less than thirty (30) hours but more than twenty (20) hours per week at retirement may elect to purchase the District's medical plan at a pro-rated portion of the premium.

13.8.4 The qualified retiree may continue to purchase the medical benefit through the District until death. Upon the death of the retiree the surviving spouse/domestic partner at his/her own expense, may continue to participate in the District's medical plan at the applicable rate until the surviving spouse's remarriage or death.

13.9 Fringe Benefits Committee - CSEA Chapter 420 shall have no fewer than two (2) classified representatives on all fringe benefits committees (See Article 3.5.4). Exceptions to this section must be upon mutual agreement of the parties.

ARTICLE 14: LEAVES OF ABSENCE

14.1 GENERAL PROVISIONS - Bargaining unit members on a paid leave of absence shall receive wages, fringe benefit contributions and coverage, and retirement credit, the same as if they were not on leave. Bargaining unit members who are granted an unpaid leave during any pay period shall receive their fringe benefit contributions and coverage for the balance of the pay period. Thereafter, bargaining unit members shall be allowed to continue participation pursuant to the terms of the insurance plan(s) or program(s) selected at their own expense, provided they make advance payment of the premium(s) in a manner required by the District.

14.1.1 Part time bargaining unit members shall be entitled to take a pro-rated leave of absence based on the percentage of their assignment.

14.1.2 "Member(s) of the immediate family" as used in this article shall mean mother, father, grandfather, grandmother, grandchild, husband, wife, son, daughter, brother, sister, aunt, uncle, niece, nephew or cousin of the bargaining unit member or spouse or domestic partner of the bargaining unit member, and the bargaining unit member's mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, foster parent, foster children, step parent, step children, step mother, step father, step brother, step sister or any relative/person living in the immediate household of the bargaining unit member.

14.1.3 Any bargaining unit member who is absent from work without authorized leave, or fails to return to work as scheduled, may be subject to disciplinary action. A bargaining unit member shall be subject to pay dock for an unauthorized leave.

14.1.4 A bargaining unit member returning from an absence shall contact the immediate management supervisor or designee as soon as possible but no later than the day preceding his/her return to allow for any necessary modification of assignment.

14.1.5 Bargaining unit members returning from a leave of absence shall be reinstated to a position in the class or related class last occupied.

14.2 SICK LEAVE - Full-time bargaining unit members in paid status shall be credited with ninety-six (96) hours of sick leave per fiscal year.

14.2.1 Less than full time and/or less than twelve (12) month bargaining unit members in paid status shall be credited sick leave on a pro-rated basis based on their assignment per fiscal year.

14.2.2 Annual sick leave will be credited in advance on July 1st of each fiscal year.

14.2.3 Unused sick leave may be accrued from one year to the next.

14.2.4 A bargaining unit member may use up to half of their annual sick leave accrual to attend to an illness or injury of the bargaining unit member and/or his/her immediate family.

14.2.5 After all earned sick leave as provided in Article 14.2 or 14.2.1 has been used and additional absence due to illness or injury is necessary, extended sick leave of up to one hundred (100) days per a twelve (12) month period shall be provided to bargaining unit members. Extended sick leave compensation shall not exceed fifty (50) percent of the bargaining unit member's regular salary except as provided in the District's Short-term Disability Plan. (Contact District Human Resources Benefits Office for specific information.)

14.2.5.1 A bargaining unit member who has exhausted all paid leaves due to medical reasons shall be placed on the 39 month reemployment list and is subsequently reemployed within 39 months, shall have all rights, benefits and seniority restored upon reemployment.

14.2.5.2 Extended sick leave is not cumulative from one twelve month period to the next.

14.2.6 If a pattern in sick leave use becomes apparent, the District may require a statement of verification from a medical care provider.

14.2.7 Fitness for duty - The District may require the bargaining unit member to visit a medical care provider of the District's selection at District expense to obtain a statement of verification relative to the bargaining unit member's fitness for job duties.

14.3 PERSONAL NECESSITY LEAVE - Personal necessity leave shall be used for circumstances which cannot be expected to be disregarded, necessitate immediate attention, and which cannot be dealt with during off duty hours.

14.3.1 Personal necessity leave shall **not** be used for:

Political activities or demonstrations
Vacation, recreation or social activities
Civic or organization activities
Employee association activities
Routine personal activities
Occupational investigation

14.3.2 Bargaining unit members may elect to use up to 80 hours per year of unused sick leave for purposes of approved personal necessity leave.

14.3.2.1 Up to two (2) days of Personal Necessity Leave may be used for absences as a result of personal business. Personal business may cover any circumstances that are not prohibited in this article.

14.3.3 Bargaining unit members shall submit to the immediate management supervisor a Personal Necessity Leave request on the District form for approval.

When possible, the request should be submitted within three (3) working days prior to the beginning date of the leave.

14.3.3.1 When prior approval is not possible, the bargaining unit member shall notify the appropriate administrator of the reason for and expected duration of the absence.

14.3.3.1.1 Upon return to active service, the bargaining unit member shall complete the District Absence form and submit it to the appropriate administrator.

14.3.3.2 The management supervisor may require clarification, or in consultation with Human Resources a statement of verification of the specific circumstance.

14.4 BEREAVEMENT LEAVE - A bargaining unit member shall be eligible for up to five (5) days paid bereavement leave upon the death of an immediate family member (as defined in Article 14.1.2)

14.4.1 Bereavement Leave may be taken non-consecutively, but shall be used within ninety (90) calendar days of eligibility for bereavement leave.

14.4.2 Under special circumstances and/or due to legal responsibilities, additional days may be authorized by the Chancellor or designee.

14.5 FUNERAL SERVICE LEAVE - Bargaining unit members may be granted a paid leave of absence for up to four (4) hours to attend the funeral service of a Yosemite CCD employee/retiree. This leave shall be subject to prior approval by the bargaining unit member's management supervisor. Funeral service leave shall be reported on the District absence form.

14.6 JUDICIAL AND OFFICIAL APPEARANCE LEAVE - Paid leave shall be granted for jury duty, appearance as a witness in court other than as a litigant, or to respond to an official order to appear from other governmental jurisdiction. Leave shall not be provided for reasons brought about through the alleged misconduct of the bargaining unit member.

14.6.1 Jury Duty - A leave of absence without loss of salary shall be granted to a bargaining unit member who is officially called for jury duty. The bargaining unit member shall provide documentation verifying their attendance and attach it to their certificate of absence form.

14.6.1.1 When a bargaining unit member is required to report for jury duty and serves less than four (4) hours, s/he is expected to report to work for the remainder of his/her shift. Hours served on jury duty are considered hours worked.

14.6.1.1.1 Travel time for federal jury duty shall be counted as time worked.

14.6.1.2 When a bargaining unit member is required to report for jury duty and serves four (4) hours or more, s/he is excused from his/her entire assigned work shift without loss of compensation.

14.6.1.3 For bargaining unit members assigned to graveyard shift, if the bargaining unit member is required to report for jury duty, the bargaining unit member is excused from his/her shift prior to jury duty service.

14.6.1.4 When district is observing a 4-10 work schedule or the bargaining unit member works an alternate work schedule, the bargaining unit member and the immediate management supervisor shall develop an appropriate work schedule to accommodate jury duty.

14.6.1.5 Juror's fees received by the bargaining unit member shall be submitted to the District Fiscal Services.

14.6.1.5.1 Bargaining unit members are not required to submit mileage and other allowances.

14.6.2 Court and/or Government Agency Appearance - For any necessary court or government agency appearance, the bargaining unit member may utilize Personal Necessity Leave.

14.6.2.1 A bargaining unit member who has been subpoenaed shall not suffer a loss of pay or be required to use contractual leave.

14.7 MATERNITY LEAVE - A bargaining unit member may be granted an unpaid leave of absence during pregnancy. The District adheres to all federal and state leave laws. For information regarding all maternity leave entitlements, contact the District Human Resources' Benefits Office.

14.8 CHILD/BABY BONDING LEAVE - The District adheres to all federal and state leave laws. For information regarding all baby bonding leave entitlements, contact the District Human Resources Benefits Office.

14.8.1 A male or female bargaining unit member may use up to twenty (20) days of accrued sick leave (which may include any available personal necessity leave) to bond with or care for a newborn, adopted, or foster child. The bargaining unit member shall provide twenty (20) working days advance notice to the immediate management supervisor for use of this leave. When advance notice is not possible, the bargaining unit member shall notify the immediate management supervisor within twenty-four (24) hours of the commencement of the leave.

14.8.2 Extended Child Bonding Leave - After exhausting child/baby bonding leave as identified in Article 14.8.2, an extended leave may be granted to a bargaining unit member. Extended child/baby bonding leave, when combined with child/baby bonding leave as identified in Article 14.8, shall not exceed twelve (12) months, and shall be without compensation, District-paid benefits or credit toward service.

14.9 VACATIONS – All unit members in the bargaining unit shall earn paid vacation time under this article. A full-time, twelve (12) month unit member is entitled to vacation, based on their date of employment.

14.9.1 Vacation allowances as provided in Article 14.9 is based on a full-time, twelve (12) month, forty (40) hour week for bargaining unit members. Vacation allowances for part time bargaining unit members shall be prorated based on a full-time, 12-month accrual rate.

14.9.2 Eligible bargaining unit members shall earn paid vacation as follows:

Years of Service	12 Month			11 Month			10 Month			9 Month		
	Days	Hours	Max Accrual	Days	Hours	Max Accrual	Days	Hours	Max Accrual	Days	Hours	Max Accrual
0-2	12	96	192	11	88	176	10	80	160	9	72	144
3-6	16	128	256	14	117.33	235	13	106.67	214	12	96	192
7-10	20	160	320	18	146.67	294	16	133.33	267	15	120	240
11-14	21	168	336	19	154	308	17	140	280	15.8	126	252
15-19	22	176	336	20	161.33	323	18	146.67	294	16	132	264
20-24	23	184	336	21	168.67	336	19	153.33	307	17	138	286
25 +	24	192	336	22	176	336	20	160	320	18	144	288

14.9.3 Bargaining unit members who have a vacation leave balance in excess of the maximum allowed accrual as provided in Article 14.9.2, shall be considered to have excess vacation. Excess vacation is equivalent to two years of vacation accrual based on years of service for years 0 through 2, 3 through 6, and 7 through 10. Service years 11 and over will have a maximum allowed accrual of 336 hours.

For fiscal year 2022-2023, any balances as of June 30, 2022, will be included towards the maximum allowed leave accrual as provided in 14.9.2. Effective 7/1/2022, bargaining unit members with excess vacation will cease to accrue vacation until such time the balance is reduced below the maximum allowed accrual.

14.9.4 Vacation may, with the approval of the District, be taken at any time during the fiscal year. A bargaining unit member may request vacation up to one (1) year in advance of the desired date(s).

14.9.4.1 A bargaining unit member shall submit a written vacation request to his/her immediate management supervisor/designee. A department internal email and/or departmental forms are acceptable. Upon return to work the District Certificate of Absence form shall be submitted.

14.9.4.2 The immediate management supervisor/designee shall approve/deny the bargaining unit member's vacation request no more than five (5) working days following submittal of the request via the District absence form.

14.9.5.4.1 If the immediate manager supervisor/designee fails to respond within five (5) working days the bargaining unit member may present the request to the next level manager.

14.9.5 Upon separation of employment from the District, eligible bargaining unit members shall receive compensation for accrued vacation no later than thirty (30) calendar days following the effective date of separation.

14.9.5.1 Upon separation of employment from the District, bargaining unit members with less than six (6) months of continuous service shall not receive compensation for accrued vacation.

14.10 MILITARY LEAVE - Military leave of absence shall be granted and compensated in accordance with the Education Code and the Military and Veteran's Code. A copy of the orders shall be attached to the request.

14.10.1 Military Leave Vacancy - The District may fill a vacancy (see Article 16.2.1) caused by a bargaining unit member serving as a military reservist.

14.10.2 When a military reservist determines s/he will not return to the District, s/he shall inform the District immediately.

14.11 INDUSTRIAL ACCIDENT AND ILLNESS LEAVE - A bargaining unit member is entitled to Workers' Compensation benefits of this state including the following provisions...

14.11.1 A bargaining unit member suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a leave of up to sixty (60) working days in any one (1) fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the bargaining unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.

14.11.2 Payment of wages lost on any day shall not, when added to an award granted the bargaining unit member under the Workers' Compensation laws of this state, exceed the normal wage for the day. Payments received by the bargaining unit member from the District's Workers' Compensation insurance carrier shall be deposited to the credit of the District.

14.11.3 Industrial accident or illness leave is to be used in lieu of accrued sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation, or other paid leave may then be used. If, however, a bargaining unit member is still receiving temporary disability payments under the Workers' Compensation laws of this state at the time of the exhaustion of benefits under this section, he/she shall be entitled to use only so

much of his/her accumulated and available normal sick leave and vacation leave, which, when added to Workers' Compensation award, provides for a day's pay at the regular rate of pay.

14.11.4 When a bargaining unit member on industrial accident or illness leave is able to return to work, he/she shall be reinstated in his/her position without loss of pay or benefits.

14.12 OTHER LEAVES - A bargaining unit member may request a leave of absence. If granted, the leave will normally be without compensation and shall normally be for a period not to exceed twelve (12) months. Examples of reasons for which this leave may be granted include but are not limited to health, study, or retraining.

14.13 CSEA CHAPTER 420 LEAVE – See Article 3.4

14.14 WINTER CLOSURE - The District reserves the right to close facilities during the winter break. In the event of closure, the District shall provide bargaining unit members with three (3rd) days paid leave for use during the winter closure period in lieu of regularly scheduled work days not identified in Article 15.1 as paid holidays. The District may grant a fourth (4th) day of paid leave to eligible bargaining unit members dependent upon the calendar and mutual agreement.

14.14.1 A less than twelve (12) month bargaining unit member who is in off duty and off pay status during the winter closure is ineligible for the three days of paid leave provided in Article 14.14.

14.14.2 The District reserves the right to assign bargaining unit members to work during the winter closure period. Bargaining unit members assigned to work during this period thus unable to use the paid leave under this section will accrue the appropriate amount of paid leave of Alternative Time Off (ATO). (Article 11.12)

14.14.2.1 Leave shall be taken at the request of the bargaining unit member with approval by the immediate management supervisor/designee. Leave shall be taken by the end of the current fiscal year prior to the use of accrued vacation or compensatory time off (CTO).

14.14.2.1.1 Winter closure leave not taken by the end of the current fiscal year shall be appropriately compensated.

14.15 CATASTROPHIC LEAVE - "Catastrophic illness" or "injury" means an illness or injury that meets the criteria of a serious health condition under FMLA and is expected to incapacitate the bargaining unit member for an extended period of time, or that incapacitates a member of the bargaining unit member's family which incapacity requires the bargaining unit member to take time off from work for an extended period of time to care for that family member (Ed Code 87045). -

14.15.1 Catastrophic Leave may be used by a bargaining unit member who has exhausted all accrued leave normally available to cover the required absence from work. Conditions which are short term in nature (for example: flu, measles, common

illnesses, common injuries, etc.) are not covered. Chronic illnesses which result in intermittent absences from work may be considered (for example: cancer, AIDS, major surgery and/or treatment for life threatening illness, heart attack, stroke, kidney failure or hospitalization as a result of a severe automobile or other accident). Generally speaking, such chronic illnesses or injuries must be considered both long term in nature and require long term recuperation periods. A written certification from a medical care provider indicating the catastrophic nature and probable duration of the leave is required.

14.15.1.1 Exclusions (include but are not limited to): Stress related illness; elective surgery; cosmetic surgery; normal pregnancy; alcoholism or drug addiction/co- dependency treatment; conditions or illnesses resulting from commission of a felony; intentionally self-inflicted injuries; minor injuries; illnesses such as colds, flu, allergies, and headaches. Injuries and illnesses which may be covered under the Workers' Compensation Program are also not included.

14.15.1.2 A bargaining unit member using catastrophic leave remains in paid status and continues to accrue vacation and sick leave.

14.15.1.2.1 All available vacation and sick leave shall be deducted prior to receiving catastrophic leave funds.

14.15.1.2.2 Catastrophic leave runs concurrently with employee leave entitlements under the Family and Medical Leave and California Family Rights Acts.

14.15.1.3 Duration of catastrophic leave - The request for funds at either full or partial pay shall be for a period of time not to exceed forty two (42) working days, dependent upon availability of funds in the catastrophic leave bank. Leave may be taken consecutively or intermittently. Eligible bargaining unit members may apply only once per fiscal year.

14.15.2 A bargaining unit member may apply for Catastrophic Leave by:

14.15.2.1 Submitting a Catastrophic Leave Request Form and provide medical certification of the need for Catastrophic Leave to Human Resources.

14.15.3 Catastrophic Leave Fund – To be considered for catastrophic leave, a bargaining unit member shall donate a minimum of one (1) work day of earned vacation or compensatory time off annually (See Article 14.15), to the Catastrophic Leave Fund. Donations shall be made in one (1) work day increments.

14.15.3.1 Donations will be valued at the donor's rate of pay at the time of contribution. The recipient shall withdraw from the fund at his/her current rate of pay. Use of this leave in combination with extended sick leave shall not result in the bargaining unit member receiving an excess of his/her current regular rate of pay.

14.15.3.2 The annual solicitation period will be held from April 15th to May 15th to be eligible July 1st of the next fiscal year.

14.15.3.3 A contribution is irrevocable.

14.15.4 Special Solicitation Utilization (Sick Leave Donations) – In the event of continued catastrophic leave, a bargaining unit member may apply for a District wide solicitation through the Catastrophic Leave Committee.

14.15.4.1 Upon exhaustion of the original forty-two (42) days, a bargaining unit member may request a special solicitation for sick leave donations on their behalf. A bargaining unit member may not receive more than thirty (30) days of donated sick leave during a twelve (12) month period.

14.15.4.2 Bargaining unit members may not donate more than three days of sick leave in any fiscal year. Donations are valued at a day for a day. A full time bargaining unit member shall retain a minimum of forty (40) days accumulated sick leave after his/her donation. Less than full time and/or less than twelve (12) month bargaining unit members in paid status shall retain a prorated amount of accumulated sick leave based on their percentage of assignment after his/her donation.

14.15.4.3 Donations of sick leave shall be made by submitting a signed pledge form obtained from the Human Resources office.

14.15.4.4 In the event multiple bargaining unit members sign and submit pledge forms, the sick leave shall be allocated to the recipient bargaining unit member in the order the signed pledge forms are received by the Human Resources office. If the recipient bargaining unit member does not use all donated sick leave, the sick leave shall be returned to the donor(s) in reverse order.

14.15.4.5 The Human Resources office shall keep the identities of those donating sick leave confidential.

14.15.4.6 In no instance shall bargaining unit members sell and/or exchange sick leave for monetary or other considerations.

14.15.5 Catastrophic Leave Committee – The approval committee shall consist of a representative of the District, CSEA Chapter 420 President or designee, and a CSEA Chapter 420 member appointed by the CSEA Executive Board.

14.15.5.1 The committee shall review and approve or deny the request. Human Resources shall notify the bargaining unit member of the committee's decision.

14.15.5.2 The denial notification must include the reason for denial.

14.15.6 Maintenance of Fund - The District shall be responsible for valuing fund contributions, monitoring the fund balance and making fund distributions. The District shall provide annually to CSEA, Chapter 420, an itemized account of all bargaining unit member donations and withdrawals from the fund.

14.15.6.1 By March 1st of each year CSEA will receive from the District the Catastrophic Leave account balance. Should the balance be in excess of \$100,000, the annual mandatory donation will be waived. If a bargaining unit member donated the previous year, a donation would not be necessary to continue eligibility in the upcoming year. The donation period will still be opened for those who did not contribute the previous year but wish to donate at this time to be eligible for the upcoming year.

14.15.6.2 Fund Termination - In the event of fund termination, available funds will be reimbursed to donors, most recent donation first, until the fund balance is exhausted.

14.16 PAY DOCK – Pay dock is not an optional form of leave. Pay dock is utilized for absences only when the member has exhausted all other applicable leaves and/or comp time.

ARTICLE 15: HOLIDAYS

15.1 HOLIDAYS - The District agrees to provide bargaining unit members with the following fourteen (14) holidays during the term of this Agreement:

- 15.1.1 New Year's Day
- 15.1.2 Martin Luther King Jr.'s Birthday
- 15.1.3 Lincoln's Birthday
- 15.1.4 Washington's Birthday
- 15.1.5 Memorial Day
- 15.1.6 Independence Day
- 15.1.7 Labor Day
- 15.1.8 Admission Day (In-lieu day during the last two weeks of December.
District will consult with CSEA on specific date.)
- 15.1.9 Veteran's Day
- 15.1.10 Thanksgiving Day
- 15.1.11 The Friday following Thanksgiving Day
- 15.1.12 Christmas Eve Day
- 15.1.13 Christmas Day
- 15.1.14 Floating Holiday

15.2 HOLIDAYS ON SATURDAY OR SUNDAY - When a scheduled holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. When a scheduled holiday falls on a Sunday, the following workday not a holiday shall be deemed to be that holiday.

15.3 HOLIDAY ELIGIBILITY - Except as otherwise provided in this Article, a bargaining unit member must be in paid status on the working day immediately preceding or succeeding the holiday to be eligible for holiday pay.

15.3.1 Bargaining unit members who are not normally assigned to duty during the Christmas holiday period shall be paid for Christmas Eve Day, Christmas Day, New Year's Day, and Admission (in lieu) Day as holidays providing they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

15.3.2 If a holiday is observed on a bargaining unit member's regular day off the bargaining unit member will be given an alternate day off within the same work week/pay period.

15.3.3 Bargaining unit members with an assignment that is less than 100% shall earn holiday hours on a prorated basis according to their percentage of assignment.

15.4 FLOATING HOLIDAY - Bargaining unit members shall be provided a floating holiday for use during the work year (July 1st to June 30th). The floating holiday is compensated as an eight (8) hour day for full time bargaining unit members. Scheduling of the floating holiday shall be at the bargaining unit members request and management approval. If the bargaining unit member requests but the District does not permit the bargaining unit member to take his/her floating holiday due to workload considerations by

June 30th of the work year, the bargaining unit member shall be compensated for the floating holiday at his/her regular rate of pay.

15.4.1 Newly hired bargaining unit members must be hired prior to April 1st to be eligible for the floating holiday in that fiscal year (July 1st – June 30th).

15.4.2 Bargaining unit members with an assignment that is less than 100% shall earn floating holiday hours on a prorated basis according to their percentage of assignment.

ARTICLE 16: RECRUITMENT

16.1 RECRUITMENT - In compliance with Title V, CCR Section 53021 (“Recruitment”), except as otherwise provided in this article, the District shall actively recruit from both within and outside the District work force to attract qualified applicants for all new openings.

16.2 DEFINITIONS FOR THIS ARTICLE

16.2.1 Vacancy is defined as a bargaining unit position that is new or existing, which becomes vacant after the District has completed the reemployment list (See Article 24.9) and lateral transfer/voluntary demotion processes. A vacancy is not created under the circumstances identified in Title V, CCR Section 53021 (c).

16.2.2 Promotion is defined as a change in the assignment of a bargaining unit member to a classification at a higher range on the salary schedule.

16.2.3 Lateral Transfer is defined as a change in a bargaining unit member’s work location within the same classification and not involving a promotion or demotion.

16.2.4 District-initiated lateral transfer is defined as a change in a bargaining unit member’s work location within the same classification and shift.

16.2.5 Voluntary demotion is defined as a permanent change to a lower classification for which the bargaining unit member meets all employment qualifications as determined by the District.

16.3 PROCESS - Upon an opening for a permanent classified position the District will announce the position via District email to all permanent classified employees of the available lateral transfer/voluntary demotion opportunity. Lateral transfers and voluntary demotion opportunities will be posted for five (5) days.

16.3.1 All eligible bargaining unit members must submit required documents via the District’s online application system:

16.3.1.1 Online application

16.3.1.2 Letter of interest

16.3.1.3 Resume

16.3.1.4 List of references

16.3.2 The process shall consist of:

16.3.2.1 An interview with the hiring manager and at least one additional District employee.

16.3.2.2 A reference check with current manager with agreement of bargaining unit member.

16.3.2.3 A review of official Yosemite CCD Personnel File.

16.3.3 Other methods of gathering background information are allowable by mutual agreement of the hiring manager and the bargaining unit member.

16.3.4 The hiring manager shall give lateral transfer and voluntary demotion requests equal consideration. When the hiring manager determines bargaining unit members are equally qualified, seniority will be the determining factor.

16.3.5 The active recruitment process shall not proceed until all interviews have been completed and bargaining unit members have been notified of the decision by District. District email is an acceptable form of notification.

16.3.6 The filing of a request for lateral transfer/voluntary demotion shall be without negative consequences to the bargaining unit member.

16.3.7 If no bargaining unit member submits interest or no lateral/voluntary demotion is chosen the District shall proceed to the active recruitment process.

16.3.8 A bargaining unit member who meets minimum qualifications and applies during the active recruitment process shall proceed to the interview round of hiring.

16.4 DISTRICT-INITIATED LATERAL TRANSFER - District-initiated lateral transfer of a bargaining unit member may only occur due to the needs and efficient operation of the District. District-initiated lateral transfers shall be made for reasons that are neither arbitrary nor capricious in nature.

16.4.1 The District shall notify the employee five (5) working days prior to the effective date of the District-initiated lateral transfer except in case of emergency. A written verification of the transfer shall follow this notification within ten (10) working days.

16.4.2 Upon written request to Human Resources, bargaining unit members may also request a conference regarding the reasons for a District-initiated lateral transfer. A union representative may accompany the bargaining unit member to the meeting. CSEA or the employee may request his/her current supervisor be present. CSEA or the bargaining unit member may request the specific reasons for the transfer be set forth in writing. Such written response shall be provided within five (5) working days.

16.4.3 The District shall not transfer a bargaining unit member from Modesto to Columbia or from Columbia to Modesto or to an off campus satellite location without written authorization from the bargaining unit member as ascertained by CSEA Chapter 420 President/designee.

16.4.4 To lessen the secondary effect on other bargaining unit member's the District shall first consider requests made by bargaining unit members. In the absence of any requests, the District shall seek volunteers. If there are no requests or volunteers, the District shall make the transfer based on reverse seniority if possible.

16.5 EVALUATION CYCLE – See Article 8.3.1

ARTICLE 17: TEMPORARY OUT OF CLASS

17.1 TEMPORARY OUT OF CLASS - Bargaining unit members may be temporarily assigned to perform duties from a higher classification, subject to, but not limited to, the following circumstances:

- o Leave Replacement – Duration of the leave
- o Active Recruitment/Replacement – Up to ninety (90) calendar days
- o Backfill resulting from Interim Appointment – Until permanently filled, not to exceed two (2) years. (See Title V CCR Section 53021)
- o Duties outside of regular assignment/Special projects – Up to one hundred eighty (180) calendar days
- o Department Assessment/Position Review – Up to one hundred eighty (180) calendar days

17.2 To be eligible for a TOC a bargaining unit member shall meet minimum qualifications or have applicable transferable skills.

17.3 Temporary out of class assignments shall be offered to eligible bargaining unit members in the next lower level in the job series within the department/division for two (2) days; email is an acceptable form of notification. Bargaining unit members shall express interest to the manager.

17.4 If no bargaining unit member expresses interest or meets eligibility, the temporary out class shall be offered to all eligible bargaining unit members in the department/division for two (2) days; email is an acceptable form of notification. Bargaining unit members shall express interest to the manager.

17.5 The temporary out of class may be offered district wide if there are no eligible bargaining unit members in the department/division. The temporary out class shall be offered to all eligible bargaining unit members for three (3) days; email is an acceptable form of notification.

Bargaining unit members shall express interest to the manager.

17.6 A bargaining unit member shall be permitted one temporary out of class in a twelve (12) month period. This shall not apply to temporary assignments of one month or less.

17.6.1 If a solicitation for a temporary out-of-class opportunity results in no interest from eligible bargaining unit member(s), then permanent bargaining unit member(s), within the same department/division only, who have served in a temporary out-of-class assignment within the last 12 months may be considered.

17.7 Temporary out of class opportunities will be offered to bargaining unit members who have completed their one year probation.

17.6.1 If there continues to be no eligible bargaining unit member(s) after considering permanent bargaining unit member(s) who have served within the last 12 months, then a probationary bargaining unit member, within the same department only, may be considered.

17.8 Bargaining unit members on a temporary assignment shall return to their previous position upon completion of the temporary assignment.

17.9 The length of the temporary assignment may be modified according to the operational needs of the District.

17.10 Bargaining unit member(s) in a temporary out of class assignment, shall be placed on the appropriate salary range so that the bargaining unit member(s) will receive not less than a five (5) percent salary increase except that no bargaining unit member(s) shall be placed beyond the highest step of any range.

ARTICLE 18: PROMOTION

18.1 PROMOTION - Promotion is defined as a change in the assignment of a bargaining unit member to a classification at a higher range on the salary schedule. This does not apply to a temporary out-of-class assignment.

18.2 Bargaining unit member(s) promoted to a higher classification, shall be placed on the appropriate salary range so that the bargaining unit member(s) will receive not less than a five (5) percent salary increase except that no bargaining unit member(s) shall be placed beyond the highest step of any range.

18.3 The first of the month following completion of six (6) months of service, the bargaining unit member shall be advanced one (1) step in the new classification providing the bargaining unit member is not already at the top step of the higher classification.

18.4 The first of the month following completion of six (6) months of service shall be the new anniversary date upon which additional steps are granted in the new classification.

18.5 The immediate management supervisor shall offer mentoring during the first six (6) months of a promotion.

18.6 The immediate management supervisor shall provide two (2) informal performance reviews during the six (6) month period to facilitate success.

18.7 Within six (6) months of a promotion to another classified or management position, the bargaining unit member shall have the right to return to his/her previous assignment prior to promotion and displacement privileges (bumping) shall apply.

18.8 Evaluation cycle – See Article 8.3.1

ARTICLE 19: DEMOTION

19.1 VOLUNTARY DEMOTION - Bargaining unit member accepting a voluntary demotion shall be placed on the step in the new lower range that is closest to their current salary. At no time will a bargaining unit member be placed above the highest step in the new range.

19.2 Voluntary demotion in lieu of lay off shall have a sixty-three (63) month reemployment right when previous classification is funded.

19.3 Evaluation cycle – (See Article 8.3.1)

ARTICLE 20: CLASSIFICATION REVIEW

20.1 CLASSIFICATION - Means that each position shall have a job title and specific duties compensated at the same salary range for each bargaining unit member hired into each such position. The classification can be interchanged with “class,” but is generally associated with a single job title within a class. See Ed Code 88001 (a).

20.1.1 The District maintains right of assignment and may review bargaining unit member job classifications to ensure the job tasks performed, the skills required to perform job duties, the technology utilized in performing job duties, the potential impact of that review on job classification, job family, and salary remain current.

20.1.2 The District will not make changes in the job description without first providing CSEA notice and an opportunity to bargain such changes.

20.2 RECLASSIFICATION - Positions may be reclassified through structural reorganization or classification review. Pursuant to Ed Code 88001(f) "Reclassification" means the upgrading of a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in that position.

20.3 CLASSIFICATION REVIEW COMMITTEE - The District Classification Review Committee for the Member Initiated Classification Review Process shall be comprised of the District Senior Director of Human Resources or Designee, two (2) members appointed by the Vice Chancellor of Educational Support Services or Designee, CSEA Chapter President or Designee, and two (2) bargaining unit members appointed by CSEA Chapter President or Designee.

20.3.1 The District Classification Review Committee shall evaluate all requests for Classification Review and shall submit recommendations to the Vice Chancellor of Educational Support Services for review and approval. Classification issues to be evaluated and recommended by the committee shall include, but not be limited to, job descriptions, qualifications, job titles, and assignment of positions within the job series.

20.4 MEMBER INITIATED CLASSIFICATION REVIEW REQUEST PROCESS - A permanent bargaining unit member may request a Classification Review of the bargaining unit member's position where the bargaining unit member believes that there has been a permanent accumulation of responsibilities that are out of the scope or above the level of the bargaining unit member's current job classification.

20.4.1 The basis for a review shall be a significant, consistent and ongoing increase in job content, i.e., required knowledge, skills, abilities, responsibility, and accountability. The review evaluates job content only, not the person, and is not based on job performance, length of service, or other characteristics related to the bargaining unit member in the position.

20.4.2 Increased workload and normal increases in skills, experience, proficiency and adaptation to new technologies consistent with the duties of the classification in a position are not basis for Classification Review.

20.4.3 A bargaining unit member must have served in the position for at least one year before a request for a Classification Review request may be submitted. However, this does not preclude the Temporary Out of Class process (Article 17), if applicable.

20.4.4 Positions shall only be submitted once every two years for Member Classification Review.

20.5 MEMBER INITIATED CLASSIFICATION REVIEW TIMELINE - Requests for classification review may be submitted from October 1st through November 30th of each fiscal year. A completed Classification Review Form must be submitted to the immediate management supervisor for review by November 15th. This will allow the immediate supervisor time to review the form and return it to the bargaining unit member in a timely manner. The bargaining unit member is responsible for final submission to Human Resources by November 30th. Requests not submitted within this period will not be considered. Requests shall be submitted to Human Resources on the approved Classification Review Form available on the District Human Resources website.

20.5.1 If it is determined the duties should be assigned to an existing classification, a meeting will be scheduled with the immediate management supervisor/Human Resources/CSEA to discuss necessary corrections.

20.5.2 The District Classification Review Committee will evaluate each request for classification review based on the information submitted by the bargaining unit member on the Classification Review Form.

20.5.3 The committee may request a desk audit and/or such additional information from Human Resources as may be needed by the committee to clarify information provided on the Classification Review Form.

20.5.4 If it is determined that the duties do not align with any current classification, the committee shall return the request to the manager. The manager shall review the recommendations with Human Resources to develop a new job description or update an existing job description.

20.5.4.1 This process shall be completed within the classification review process timelines.

20.5.5 The recommendations of the committee will be forwarded to the Vice Chancellor of Educational Support Services for review and approval. If the Vice Chancellor disagrees with the committee's recommendations, the Vice Chancellor will meet with the committee to discuss the issues prior to making a final determination.

20.5.6 Where the Vice Chancellor of Educational Support Services does not approve a recommendation due to fiscal or organization reasons, the recommendation will be returned to the committee.

20.5.7 The committee shall validate the performance of the out-of-classification duties and recommend any realignment of responsibilities necessary to conform with the bargaining unit member's existing classification.

20.5.8 The Vice Chancellor of Educational Support Services will provide notice of the final decision to the bargaining unit member within thirty (30) working days after receipt of committee recommendations. This deadline may be extended for a length of time mutually agreed upon by CSEA and the Vice Chancellor.

20.5.9 The decision of the Vice Chancellor of Educational Support Services shall be final. The recommendation of the Classification Review Committee and the decision of the Vice Chancellor are not subject to the grievance process.

20.6 DISTRICT INITIATED CYCLICAL CLASSIFICATION REVIEW – The cyclical process will identify a group of job classifications/job families to be reviewed each year. Every five (5) years each job classification/job family will go through the cyclical process. Each job classification/job family shall be reviewed for consistency and accuracy.

20.6.1 The District-Initiated Classification Review Process includes the following:

1. **Job Description Review:** An employee and manager survey is offered to gather feedback on job descriptions and duties listed to ensure currency and accuracy.
2. **Benchmarking:** Review and comparison of positions and salaries with districts in YCCD's region, and a review of YCCD salaries for internal equity. The District's goal is to ensure salaries are at the median range of comparable Districts and to achieve internal equity. For salaries that are found to be at or above median, no change in salary is recommended. For salaries that are found to be below median, a salary recommendation is made that brings those salaries to median.
3. **Comparable Districts:** Delta Community College District, Kern Community College District, Los Rios Community College District, Merced College, State Center Community College District.

20.6.2 HR will share the preliminary findings of the District Initiated Classification Review with CSEA Leadership prior to notifying the Bargaining Unit Members.

20.6.3 [Five \(5\)-year Cyclical Classification Table](#) (Link)

20.7 IMPLEMENTATION OF CLASSIFICATION CHANGES - Human Resources will meet with the bargaining unit member, CSEA, and immediate management supervisor to discuss classification changes if any.

20.7.1 Approved reclassification changes shall become effective on July 1st following Board approval.

20.7.2 If the committee has recommended a realignment of responsibilities to conform with the bargaining unit member's existing classification the parties will meet to clarify and align job duties.

20.7.3 If the position is assigned to a classification with a lower salary range the incumbent shall be Y-rated.

20.8 REORGANIZATION - A reorganization occurs when the duties of positions in a unit have been changed due to a redistribution of tasks and/or responsibilities. Reorganizations are generally associated with an organizational review of operational priorities and/or span of control.

20.9 IMPLEMENTATION OF REORGANIZATION - The affected positions shall be reviewed by Human Resources and approved by the Board. CSEA will be given prior notice and an opportunity to bargain the effects (wages, hours, and working conditions) of the reorganization.

20.9.1 All classification changes occurring as a result of reorganization shall become effective on first day of the month following approval by the Board.

20.9.2 See Article 10.2 – Seniority for Current Bargaining Unit Members

ARTICLE 21: PROFESSIONAL GROWTH AND EDUCATIONAL OPPORTUNITIES

21.1 PROFESSIONAL GROWTH - All bargaining unit members with the support of the District shall be eligible to apply for and participate in approved professional growth/educational opportunities.

21.2 CSEA INFORMATIONAL MEETING(S) - Biannually, the District shall grant CSEA Chapter 420 no less than one (1) hour to conduct an informational meeting re: Professional Growth for all bargaining unit members. CSEA Chapter 420 shall be responsible to notify the Vice Chancellor or Human Resources of the time(s) and date(s) of the meeting(s). All bargaining unit members may participate in said meetings without loss of compensation.

21.3 TEMPORARY ADMINISTRATIVE/FACULTY ASSIGNMENTS - A bargaining unit member who has obtained the appropriate degree may serve as a faculty or administrator while retaining their classified assignment.

21.3.1 The District shall not compel a bargaining unit member to temporarily reduce his/her regular classified assignment.

21.3.2 With the approval of the bargaining unit member's immediate management supervisor, s/he may temporarily adjust his/her classified assignment/duty hours.

21.3.3 For this assignment a bargaining unit member shall be placed on the appropriate step and column of the adjunct salary schedule.

21.3.4 Income earned from adjunct teaching assignments shall not be reported to CalPERS.

21.3.5 Bargaining unit members who are otherwise eligible for district paid fringe benefits shall not forfeit those benefits by taking on a temporary faculty/administrative assignment.

21.3.5.1 Bargaining unit members not eligible for district paid fringe benefits shall not become eligible by accepting a temporary faculty/administrative assignment.

21.4 EDUCATIONAL OPPORTUNITIES

21.4.1 Staff Course Reimbursement Program - The District shall provide support and encouragement for the continuing education of Yosemite CCD bargaining unit members. Applicable courses include those which meet any one of the following criteria:

21.4.1.1 The class is a part of a plan leading to a certificate

21.4.1.2 The class is applicable to a degree program

21.4.1.3 The class will enhance the bargaining unit member's contribution to the college/district.

21.4.1.4 The course shall be offered for credit by a college of Yosemite CCD and be completed with a "C" pass or better.

21.4.1.5 The fees eligible for reimbursement are the enrollment fee (residents only), health fee, student activity fee, student representation fee, and the student building fee.

21.4.2 Fee Reimbursement Program Community Education Classes - Bargaining unit members enrolled in community education courses offered by a college of Yosemite CCD. Program requirements include:

21.4.2.1 Eligible courses must have a clear and direct connection with his/her current assignment.

21.4.2.2 All requests for fee reimbursement shall be subject to prior approval by the bargaining unit member's management supervisor and the President/designee (college positions) or Vice Chancellor/designee (Central Services)

21.4.2.3 Fee reimbursement shall be limited to a maximum of \$100 per bargaining unit member per fiscal year.

21.4.2.4 Time spent by the bargaining unit member for course activity shall not be considered hours worked.

21.4.2.5 All reimbursements shall be subject to the bargaining unit member submitting proof of payment of course fees and verification by certificate of his/her successful completion of the course, i.e. Certificate of Completion, to the Human Resources office.

21.5 IN SERVICE TRAINING/EDUCATIONAL LEAVE – With the approval of the immediate management supervisor, the work schedule of a bargaining unit member may be adjusted to permit attendance at an in service training or college course during the work day.

21.5.1 Attendance and travel time at District initiated in-service/courses or in-service/courses related to the bargaining unit member's duties shall be considered hours worked.

21.5.2 Attendance at bargaining unit member initiated in-service/courses not directly related to the bargaining unit member's duties shall be via an adjusted schedule or use of compensatory time off or vacation time.

21.5.3 A bargaining unit member shall submit the completed In-Service/Educational Leave Form to his/her immediate management supervisor/designee in advance of the beginning of the in-service/educational leave. The immediate management supervisor/designee shall respond in a reasonable amount of time.

21.6 CLASSIFIED DEVELOPMENT DAY - The District shall provide a *retreat* to bargaining unit members every other year with the following guidelines:

21.6.1 The location of the retreat will be centrally located to ensure inclusive participation of bargaining unit members from both MJC, Columbia College, and Central Services.

21.6.2 A committee of bargaining unit members shall be formed to create the agenda and budget to be approved by the District. District shall cover the cost of the approved budget.

ARTICLE 22: SAFE AND CIVIL WORKING ENVIRONMENT

22.1 The District shall make every reasonable effort to provide employment and working conditions which are as safe and healthy as the nature of the employment and assigned duties reasonably permit.

22.2 The District shall make reasonable effort to meet all safety requirements imposed by State and Federal law or regulations adopted under State or Federal law.

22.3 A bargaining unit member shall not be required to perform duties under conditions which pose an immediate and serious threat of serious bodily harm to the bargaining unit member.

22.4 Bargaining unit members shall be expected to work in a safe manner. Should the required employment duties necessitate the use of any equipment or gear to insure the safety of the bargaining unit member, the District agrees to furnish such equipment or gear.

22.5 Any bargaining unit member who observes an unsafe working condition shall report in writing such condition including the grounds for believing it is unsafe to their immediate management supervisor. No bargaining unit member shall be in anyway discriminated against as a result of reporting or processing any action believed to be in violation of Article 22.4.

22.6 Civility in the workplace: Bargaining unit members are entitled to a working environment that is free from harassment and/or abusive behavior.

22.6.1 Harassment and/or abusive behavior includes but is not limited to, patterns of verbal and/or written attacks that are demeaning, insulting, degrading or manipulative and/or the making of false accusations.

22.6.1.1 Bargaining unit members may report harassment and/or abusive behavior to a management employee or a CSEA representative. The District shall promptly investigate all instances of alleged harassment and/or abusive behavior reported by a bargaining unit member.

22.6.1.2 Parties involved in an investigation under this article shall maintain confidentially both during and at all times after the investigation is concluded.

22.6.2 Allegations of harassment and/or abusive behavior shall be investigated by an impartial District designee who is knowledgeable on the subject of harassment and/or abusive behavior and informed on the nature of the complaint.

22.6.2.1 When an investigation determines that harassment and/or abusive behavior is occurring, the District shall take immediate necessary action to eliminate the behavior.

ARTICLE 23: GRIEVANCE PROCEDURE

23.1 GENERAL PROVISIONS - A grievance is defined as a formal written statement alleging that the District has violated a specific provision of this Agreement.

23.1.1 A grievance may be initiated by a bargaining unit member or by CSEA Chapter 420 on behalf of an individual, a group, or a classification of the bargaining unit.

23.1.2 Reasonable release time will be provided to a grievant, witnesses and a CSEA Chapter 420 job steward/designee for the purposes of:

23.1.2.1 Allowing a grievant to meet with a job steward.

23.1.2.2 Permitting the job steward to investigate a potential grievance.

23.1.2.3 Allowing a grievant and job steward to attend grievance meetings.

23.1.3 As used in this article "day" is any day on which the District Office of the Yosemite Community College District is open for business.

23.2 INFORMAL LEVEL - Before filing a formal written grievance, the grievant or CSEA Chapter 420 shall attempt to resolve the problem by means of an informal conference with the immediate management supervisor.

23.2.1 The grievant or CSEA Chapter 420 shall request the informal conference within twenty (20) days of the occurrence of the act or omission giving rise to the grievance, or within twenty (20) days of when the grievant or CSEA Chapter 420 could reasonably have known of the act or omission.

23.2.2 The grievant may invite a CSEA Chapter 420 job steward/designee to be present at the informal conference.

23.3 FORMAL LEVELS - CSEA Chapter 420 representation is required in order to proceed beyond the informal level.

23.3.1 **Formal Level I** - In the event the grievant or CSEA Chapter 420 is not satisfied with the decision at the informal level they may choose to advance the grievance to the formal levels. CSEA Chapter 420 shall present a formal written statement (grievance) to the immediate management supervisor and the next level supervisor within twenty (20) days of the informal conference as described in Article 19.2.

23.3.2 The written statement shall be a clear, concise statement of the grievance. This statement shall include:

23.3.2.1 The date the alleged violation occurred,

23.3.2.2 The specific article(s) of this Agreement alleged to have been violated,

23.3.2.3 The circumstances involved,

23.3.2.4 The specific remedy sought,

23.3.2.5 The date of the informal conference.

23.3.3 Upon request of the grievant, CSEA Chapter 420, immediate management supervisor or next level supervisor, a Level 1 conference shall be held with all parties listed herein.

23.3.4 The immediate supervisor shall issue a written decision to the grievant or CSEA Chapter 420 within ten (10) days of receipt of the written statement (grievance) or within fifteen (15) days of receipt of the written statement (grievance) if a Level 1 conference is held.

23.3.4.1 Failure of CSEA Chapter 420 to meet the time limits in this article shall invalidate the grievance.

23.3.4.2 Failure of the District to meet the time limits in this article shall move the grievance to the next level.

23.3.4.3 Time limits may be extended, shortened or held in abeyance by mutual written agreement between CSEA Chapter 420 and the District.

23.3.5 **Formal Level II** - In the event CSEA Chapter 420 is not satisfied with the decision at Formal Level I, CSEA Chapter 420 may appeal the decision in writing to the office of the Vice Chancellor, Human Resources, or designee within ten (10) days after the receipt of the Formal Level 1 decision.

23.3.5.1 This appeal shall include a copy of the original grievance statement, the decision rendered at Formal Level I, and a clear, concise statement of the reason(s) for the appeal.

23.3.5.2 Upon request of CSEA Chapter 420 or the Vice Chancellor, Human Resources, or designee, a Formal Level II conference shall be held.

23.3.5.3 The Vice Chancellor, Human Resources, or designee shall issue a written decision to CSEA Chapter 420 within ten (10) days of receipt of the written statement (grievance), OR within fifteen (15) days of receipt of the written statement (grievance) if a Level II conference is held.

23.3.5.4 Failure of CSEA Chapter 420 to meet the time limits in this article shall invalidate the grievance.

23.3.5.5 Failure of the District to meet the time limits in this article shall move the grievance to the next level.

23.3.5.6 Time limits may be extended, shortened or held in abeyance by mutual written agreement between CSEA Chapter 420 and the District.

23.3.6 **Formal Level III** - In the event CSEA Chapter 420 is not satisfied with the decision at Formal Level II, CSEA Chapter 420 may appeal the decision in writing to the Chancellor or designee within ten (10) days after receipt of the Formal Level II decision.

23.3.6.1 This appeal shall include a copy of the original grievance statement, the Level II decision, and a clear, concise statement of the reason(s) for the appeal. Upon request of CSEA Chapter 420, the Chancellor or designee, a Level III conference shall be held.

23.3.6.2 The Chancellor or designee shall issue a written decision within ten (10) days of receipt of the Level III appeal. Within ten (10) days of receipt of the written statement (grievance) or within fifteen (15) days of receipt of the written statement (grievance) if a Level III conference is held.

23.3.6.3 Failure of CSEA Chapter 420 to meet the time limits in this article shall invalidate the grievance.

23.3.6.4 Failure of the District to meet the time limits in this article shall move the grievance to the next level.

23.3.6.5 Time limits may be extended, shortened or held in abeyance by mutual written agreement between CSEA Chapter 420 and the District.

23.3.7 **Formal Level IV** In the event CSEA Chapter 420 is not satisfied with the decision at Formal Level III, CSEA Chapter 420 may appeal the decision in writing, via the Office of the Chancellor, to the Board of Trustees within ten (10) days after receipt of the Formal Level III decision.

23.3.7.1 The Board of Trustees shall schedule and conduct a hearing within forty-five (45) days of receipt of the appeal.

23.3.7.2 The Board of Trustees shall render a final written decision of the grievance to CSEA Chapter 420 within thirty (30) days after the hearing.

23.3.7.3 With the exception of time limits identified in Article 23.3.4, time limits may be extended, shortened or held in abeyance by mutual written agreement between CSEA Chapter 420 and the District.

23.4 GRIEVANCE FILES - Grievance files shall be maintained separately from personnel files.

ARTICLE 24: EFFECTS OF REDUCTION IN FORCE

24.1 EFFECTS OF REDUCTION IN FORCE - A reduction in force (lay off) may only occur when there is a lack of work or lack of funds. The provisions of this article shall apply to both general and/or categorically funded positions.

24.2 NOTICE OF LAYOFF - When practicable the CSEA Chapter 420 President/designee shall be notified of pending lay off no less than thirty (30) days prior to the March 15 notice to the bargaining unit member. The notice shall include the reason for the layoff, the effective date, any displacement privileges (bumping), reemployment rights and maintenance of benefits.

24.3 SENIORITY ROSTER - The District shall maintain an updated seniority roster indicating bargaining unit members' class seniority. The roster shall be provided to CSEA Chapter 420 President/designee annually no later than July 31st. Services performed as a volunteer, student and/or short-term employee shall not be included in seniority computation.

24.4 ORDER OF LAYOFF – Bargaining unit members shall be subject to layoff for lack of work or lack of funds. Whenever a Bargaining unit member is laid off, the order of layoffs within classification shall be determined by length of service. The Bargaining unit member who has been employed the shortest time in the classification plus higher classifications shall be laid off first. Reemployment shall be in the reverse order of layoff.

24.4.1 Length of Service: Length of service is defined as date of hire in the classification.

24.4.2 Equal Seniority: If two (2) or more bargaining unit members subject to layoff have equal seniority, the determination as to who shall be laid off shall be made by lot.

24.5 REDUCTION ORDER - Reductions in the classified service shall be in the following order:

- 24.5.1 Volunteers
- 24.5.2 Student employees
- 24.5.3 Short-term contract employees
- 24.5.4 Probationary bargaining unit members
- 24.5.5 Permanent bargaining unit members

24.6 DISPLACEMENT PRIVILEGES (BUMPING) - All bumping actions shall be accomplished in the following sequence:

24.6.1 A bargaining unit member subject to layoff may either bump the least senior bargaining unit member in the same job classification on a district wide basis; or may elect to be placed in a current vacancy in the same job classification on a district wide basis.

24.6.2 A bargaining unit member who is laid off from a classification and who has previously held a regular position in another equal or lower classification, may displace a less senior bargaining unit member with least seniority in that classification.

24.6.2.1 Bargaining unit members exercising bumping rights to a lower classification shall be placed at the step in the appropriate salary range closest to their current salary.

24.6.2.2 A bargaining unit member bumped from his/her classification shall have the same rights as a laid off bargaining unit member and 19.6 shall apply.

24.7 VOLUNTARY DEMOTIONS OR REDUCTIONS - In lieu of a layoff a bargaining unit member may accept a voluntary demotion to a vacant position provided s/he meets the minimum qualifications.

24.7.1 A bargaining unit member who takes a voluntary demotion or a voluntary reduction in hours in lieu of layoff shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for sixty three (63) months.

24.8 REEMPLOYMENT RIGHTS - A laid off bargaining unit member is eligible for reemployment for a period of thirty-nine (39) months. S/he shall be reemployed in preference to new applicants. Reemployment offers shall be made in reverse order of layoff. Bargaining unit members rehired while on the thirty nine (39) or sixty three (63) month reemployment list shall retain previously earned seniority.

24.9 THIRTY-NINE (39) MONTH REEMPLOYMENT LIST - For a period of thirty-nine (39) months following the effective date of layoff, a bargaining unit member who is laid off shall be notified in writing by certified mail of applicable vacancies as determined by the District. The notice shall be sent to the last address given the District by the bargaining unit member and a copy shall be sent to the CSEA Chapter 420 President/designee.

24.9.1 A former bargaining unit member shall send by certified mail a written notification to the District of his/her intent to accept or refuse reemployment within five (5) working days from the date of the receipt of the reemployment notice.

24.9.2 A former bargaining unit member may refuse reemployment and maintain his/her eligibility on the thirty nine (39) month reemployment list.

24.9.3 Upon acceptance of reemployment the former bargaining unit member must be willing to report to work within ten (10) working days. Failure to report to work, except in cases of illness or emergencies, as determined by the District, will result in removal from the reemployment list.

24.10 RETIREMENT IN LIEU OF LAYOFF - Any bargaining unit member who elects to retire in lieu of lay off shall be placed on the thirty nine (39) month reemployment list. (See Article 24.9)

24.11 MAINTENANCE OF BENEFITS

24.11.1 Health and Welfare Benefits: Following layoff, a bargaining unit member shall be permitted to remain in the District-offered fringe benefit programs at his/her own expense, in compliance with COBRA subject to acceptance/approval of the carrier(s). The bargaining unit member shall be required to reimburse the District in advance on a monthly basis for plan selected.

24.11.2 Sick Leave Benefits: A bargaining unit member laid off or retired in lieu of lay off and subsequently reemployed within thirty nine (39) or sixty three (63) months shall be credited with his/her sick leave balance on record at the time of separation.

24.11.2.1 Sick leave converted to service credit for retirement shall not be re-credited to the bargaining unit member upon reemployment.

24.11.3 Vacation: A bargaining unit member laid off or retired in lieu of lay off and subsequently reemployed within thirty nine (39) or sixty three (63) months shall be credited with prior service for placement on the District vacation schedule.

24.11.4 Longevity and Salary Step Placement: A bargaining unit member laid off or retired in lieu of lay off and subsequently reemployed within thirty nine (39) or sixty three (63) months shall be credited with prior service for salary and longevity placement.

24.12 CONTRACTING OUT - Work performed within the job description of bargaining unit members laid off shall not be contracted out (except in temporary or emergency situations) unless allowed by the Education Code.

APPENDIX A - CLASSIFICATIONS
YOSEMITE COMMUNITY COLLEGE DISTRICT – EMPLOYEE CLASSIFICATIONS

YOSEMITE COMMUNITY COLLEGE DISTRICT
CLASSIFIED SALARY SCHEDULE
2022/2023
Effective July 1, 2022

<u>Position Title</u>	<u>Range</u>
Accounting Analyst (2020)	38
Accounting Specialist (2020)	34
Accounting Technician (2020)	30
Accreditation Assessment Process Specialist	34
Administrative Secretary (2019)	30
Administrative Specialist (2019)	26
Administrative Technician (2019)	22
Admissions And Records Specialist (2021)	32
Admissions And Records Specialist - Lead (2021)	35
Admissions And Records Systems Specialist (2021)	38
Alternate Media Access Specialist (2022)	39
Athletic Equipment Technician (2019)	21
Athletic Trainer	40
Audio Visual/Instructional Technology Integration Technician	32
Business Analyst - IT	40
Campus Security Dispatcher (2019)	24
Campus Security Lead Officer	34
Campus Security Officer	31
Child Development Center Master Teacher	27
Child Development Center Site Supervisor	31
Child Development Center Teacher (2020)	23
Child Development Specialist (2020)	30
Community Education Specialist	34
Counseling Center Coordinator	29
Curriculum Process Specialist (2020)	38
Custodian (2021)	21
Custodian - Graveyard (2021)	24
Custodian Coordinator (2021)	29
Custodian Coordinator - Graveyard (2021)	32
Data Analyst (2020)	46
Electronics Specialist	39
Events Facilities And Duplicating Technician (2019)	25
Events-Facilities Specialist (2019)	29
Events-Publicity Coordinator	26
Financial Aid Specialist (2021)	32
Financial Aid Specialist, Lead (2021)	35
Financial Aid Systems Specialist (2021)	38
Fire Science Facility Technician (2022)	30
Food Service Specialist (2019)	21
Food Service Technician (2021)	17

Position Title	Range
Library Technician (2020)	26
Loan Program Specialist	36
Maintenance Assistant (2021)	25
Maintenance Lead (2021)	45
Maintenance Lead-Carpenter (2021)	37
Maintenance Lead-Electrician (2021)	43
Maintenance Lead-Plumber-Welder (2021)	42
Maintenance Specialist- Access Controls/Locksmith (2021)	40
Maintenance Specialist-Carpenter (2021)	36
Maintenance Specialist-Electrician (2021)	40
Maintenance Specialist-HVAC (2021)	40
Maintenance Specialist-Painter (2021)	36
Maintenance Specialist-Plumber/Welder (2021)	40
Maintenance Technician (2021)	29
Mechanic (2022)	39
Mechanic Lead (2022)	43
Multimedia Specialist (2022)	36
Multimedia Specialist, Lead (2022)	40
Museum Exhibit Technician (2019)	24
Museum Office Technician (2019)	24
Museum Specialist (2019)	28
Network Analyst	44
Network Senior Analyst	48
Network Voice Analyst	44
Online Services Developer - CC	39
Payroll Analyst (2021)	40
Payroll Specialist (2021)	33
Payroll Technician (2021)	29
Performing Arts Costume Specialist (2022)	31
Performing Arts Production Specialist (2022)	35
Photography/Graphics Production Specialist	34
Printing And Reprographics Coordinator	27
Program Assistant (2022)	28
Program Specialist (2022)	36
Program Technician (2022)	32
Purchasing Operations Coordinator	32
Reprographics Operator (2020)	26
Research Analyst	41
Scholarship Specialist (2022)	36
Senior Accounting Analyst (2020)	41
Senior Administrative Secretary (2019)	34
Senior Research Analyst	45
Sign Language Interpreter	35
Stock-Delivery Technician (2021)	24

<u>Position Title</u>	<u>Range</u>
Student Center Technician - Campus Life & Student Learning (2019)	22
Student Services Office Specialist	32
Student Services Representative (2021)	28
Swimming Pool Technician (2021)	29
Systems And Programming Administrator	48
Systems And Programming Analyst	44
Telecommunications Specialist	39
Transportation Services Operator (2022)	26
Transportation Services Operator, Senior (2022)	30
Veterans Services Technician (2022)	32
Video Production Specialist	39
Warehouse Specialist (2021)	26

Appendix B – SALARY SCHEDULE

YOSEMITE COMMUNITY COLLEGE DISTRICT CLASSIFIED SALARY SCHEDULE

2022/2023 4%
Effective July 1, 2022

RANGE	HOURS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
1	HOURLY	2,151 12.41	2,172 12.53	2,277 13.14	2,396 13.82	2,512 14.49	2,638 15.22
2	HOURLY	2,121 12.24	2,229 12.86	2,340 13.50	2,456 14.17	2,583 14.90	2,713 15.65
3	HOURLY	2,175 12.55	2,289 13.21	2,406 13.88	2,520 14.54	2,650 15.29	2,782 16.05
4	HOURLY	2,235 12.89	2,344 13.52	2,464 14.22	2,588 14.93	2,714 15.66	2,855 16.47
5	HOURLY	2,292 13.22	2,407 13.89	2,521 14.54	2,654 15.31	2,779 16.03	2,922 16.86
6	HOURLY	2,344 13.52	2,464 14.22	2,588 14.93	2,714 15.66	2,850 16.44	2,992 17.26
7	HOURLY	2,408 13.89	2,531 14.60	2,657 15.33	2,785 16.07	2,930 16.90	3,077 17.75
8	HOURLY	2,465 14.22	2,589 14.94	2,722 15.70	2,852 16.45	2,997 17.29	3,150 18.17
9	HOURLY	2,531 14.60	2,657 15.33	2,785 16.07	2,930 16.90	3,072 17.72	3,229 18.63
10	HOURLY	2,593 14.96	2,723 15.71	2,856 16.48	2,998 17.30	3,158 18.22	3,319 19.15
11	HOURLY	2,657 15.33	2,785 16.07	2,930 16.90	3,072 17.72	3,238 18.68	3,403 19.63
12	HOURLY	2,723 15.71	2,856 16.48	2,998 17.30	3,158 18.22	3,316 19.13	3,481 20.08
13	HOURLY	2,785 16.07	2,930 16.90	3,072 17.72	3,238 18.68	3,397 19.60	3,569 20.59
14	HOURLY	2,856 16.48	2,998 17.30	3,158 18.22	3,316 19.13	3,485 20.11	3,661 21.12
15	HOURLY	2,929 16.90	3,068 17.70	3,230 18.63	3,396 19.59	3,561 20.54	3,742 21.59
16	HOURLY	2,998 17.30	3,158 18.22	3,316 19.13	3,485 20.11	3,657 21.10	3,841 22.16

Board Approved November 10, 2022

YOSEMITE COMMUNITY COLLEGE DISTRICT
CLASSIFIED SALARY SCHEDULE

2022/2023 4%
Effective July 1, 2022

RANGE	HOURS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
17		3,072	3,238	3,397	3,567	3,746	3,936
	HOURLY	17.72	18.68	19.60	20.58	21.61	22.71
18		3,160	3,317	3,486	3,664	3,842	4,036
	HOURLY	18.23	19.14	20.11	21.14	22.17	23.29
19		3,238	3,397	3,567	3,746	3,937	4,135
	HOURLY	18.68	19.60	20.58	21.61	22.71	23.86
20		3,317	3,486	3,664	3,842	4,032	4,238
	HOURLY	19.14	20.11	21.14	22.17	23.26	24.45
21		3,400	3,576	3,749	3,938	4,134	4,344
	HOURLY	19.62	20.63	21.63	22.72	23.85	25.06
22		3,489	3,665	3,845	4,035	4,245	4,461
	HOURLY	20.13	21.14	22.18	23.28	24.49	25.74
23		3,579	3,756	3,946	4,138	4,352	4,571
	HOURLY	20.65	21.67	22.77	23.87	25.11	26.37
24		3,667	3,848	4,041	4,246	4,451	4,679
	HOURLY	21.16	22.20	23.31	24.50	25.68	26.99
25		3,752	3,943	4,137	4,351	4,559	4,789
	HOURLY	21.65	22.75	23.87	25.10	26.30	27.63
26		3,854	4,044	4,247	4,465	4,680	4,918
	HOURLY	22.24	23.33	24.50	25.76	27.00	28.37
27		3,954	4,148	4,356	4,574	4,803	5,044
	HOURLY	22.81	23.93	25.13	26.39	27.71	29.10
28		4,048	4,254	4,467	4,686	4,920	5,169
	HOURLY	23.35	24.54	25.77	27.04	28.39	29.82
29		4,149	4,359	4,575	4,804	5,050	5,306
	HOURLY	23.94	25.15	26.39	27.72	29.14	30.61
30		4,254	4,467	4,686	4,920	5,167	5,426
	HOURLY	24.54	25.77	27.04	28.39	29.81	31.30
31		4,359	4,575	4,804	5,050	5,295	5,563
	HOURLY	25.15	26.39	27.72	29.14	30.55	32.09
32		4,469	4,690	4,926	5,174	5,428	5,704
	HOURLY	25.78	27.06	28.42	29.85	31.32	32.91
33		4,582	4,808	5,053	5,298	5,565	5,846
	HOURLY	26.44	27.74	29.15	30.57	32.11	33.73

YOSEMITE COMMUNITY COLLEGE DISTRICT
CLASSIFIED SALARY SCHEDULE

2022/2023 4%
Effective July 1, 2022

RANGE	HOURS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
34		4,697	4,933	5,176	5,431	5,713	6,000
	HOURLY	27.10	28.46	29.86	31.33	32.96	34.62
35		4,808	5,053	5,298	5,565	5,842	6,137
	HOURLY	27.74	29.15	30.57	32.11	33.70	35.41
36		4,926	5,174	5,428	5,708	5,991	6,295
	HOURLY	28.42	29.85	31.32	32.93	34.56	36.32
37		5,060	5,306	5,573	5,850	6,145	6,454
	HOURLY	29.19	30.61	32.15	33.75	35.45	37.24
38		5,176	5,431	5,713	5,992	6,296	6,615
	HOURLY	29.86	31.33	32.96	34.57	36.32	38.16
39		5,312	5,575	5,865	6,152	6,464	6,790
	HOURLY	30.65	32.16	33.84	35.49	37.29	39.17
40		5,441	5,718	6,005	6,301	6,615	6,951
	HOURLY	31.39	32.99	34.64	36.35	38.16	40.10
41		5,575	5,865	6,152	6,464	6,786	7,129
	HOURLY	32.16	33.84	35.49	37.29	39.15	41.13
42		5,720	6,007	6,306	6,623	6,952	7,303
	HOURLY	33.00	34.66	36.38	38.21	40.11	42.13
43		5,866	6,160	6,465	6,788	7,131	7,491
	HOURLY	33.84	35.54	37.30	39.16	41.14	43.22
44		6,016	6,315	6,626	6,956	7,306	7,675
	HOURLY	34.71	36.43	38.23	40.13	42.15	44.28
45		6,168	6,471	6,792	7,135	7,492	7,870
	HOURLY	35.59	37.33	39.19	41.16	43.22	45.40
46		6,318	6,632	6,965	7,314	7,680	8,067
	HOURLY	36.45	38.26	40.18	42.20	44.31	46.54
47		6,471	6,792	7,135	7,492	7,866	8,264
	HOURLY	37.33	39.19	41.16	43.22	45.38	47.68
48		6,640	6,973	7,317	7,685	8,067	8,476
	HOURLY	38.31	40.23	42.21	44.34	46.54	48.90
49		6,794	7,141	7,496	7,876	8,272	8,691
	HOURLY	39.20	41.20	43.25	45.44	47.72	50.14
50		6,973	7,317	7,685	8,067	8,468	8,898
	HOURLY	40.23	42.21	44.34	46.54	48.85	51.34

APPENDIX C - Forms

Yosemite Community College District

Application for Fee Reimbursement
Classified Staff/Community Education Courses

Note: Please review program features and eligibility criteria listed in Article 16.4 of the CSEA Agreement prior to completing application. Prior administrative approval is required.

A. Employee Information:

Name _____ Colleague ID # _____

Mailing Address: _____

Job Title/Site: _____

B. Course Information:

Course Title/Ref # _____ Fee _____

Course Description (please attach copy of course description as prepared by Community Education office).

Job relatedness (Please describe how the course has a “clear and direct connection” with improving your knowledge, expertise and job performance in your current assignment):

I have read program requirements listed on the reverse side and hereby request fee reimbursement following successful completion of the course.

Employee Signature

Date

C. Review/Approval: *I hereby certify that this application meets all program requirements.*

Immediate Management Supervisor

Date

College President or Vice Chancellor

Date

Please forward approved application form to Human Resources c/o Lucy Munoz

Received by Human Resources _____ Fees Paid /Req. No. _____

Received by Human Resources _____ Fees Paid /Req. No. _____

Yosemite Community College District
Application for Fee Reimbursement

For _____ Semester, 20_____

_____ Employee Name	_____ Social Security #	_____ Position/Site
Mailing Address: _____		
1. _____ Course Ref. #	_____ Name of Course	_____ Units
2. _____ Course Ref. #	_____ Name of Course	_____ Units
3. _____ Course Ref. #	_____ Name of Course	_____ Units
4. _____ Course Ref. #	_____ Name of Course	_____ Units

FEES TO BE REIMBURSED: *(Material fees are not covered under this policy)*

Please attach registration fee receipt.

1.	Enrollment	\$	_____
2.	Health	\$	_____
3.	Student Activity	\$	_____
	Student Center	\$	_____
	Student Representative	\$	_____
TOTAL		\$	_____

COURSE(S) MEET THE FOLLOWING CATEGORIES:

(Check at least one)

- | | |
|----------|---|
| _____ 1. | The class is part of a plan leading to a certificate |
| _____ 2. | The class is applicable to a degree program. |
| _____ 3. | The class will enhance the staff member's contribution to the college/district. |

Employee Signature (Date)

Supervisor Signature (Date)

College President/Chancellor Signature (Date)

Received by Human Resources _____ Grade Report Received _____ Fees Paid /Req. No. _____

PERSONNEL - GENERAL

4021 - STAFF COURSE FEE REIMBURSEMENT PROGRAM

The purpose of the Yosemite CCD Staff Fee Reimbursement Program is to provide support and encouragement for the continuing education of Yosemite CCD staff, including classified, faculty, and management. Applicable courses include those which meet any one of the following criteria:

- (1) The class is a part of a plan leading to a certificate;
- (2) The class is applicable to a degree program;
- (3) The class will enhance the staff member's contribution to the college/district.

In addition, the course must be offered for credit by a college of Yosemite CCD and be completed with a grade of "CR" or better.

ADMINISTRATIVE PROCEDURE FOR STAFF COURSE FEE REIMBURSEMENT PROGRAM

PROCEDURES:

The fees eligible for reimbursement are the enrollment fee (residents only), health fee, and the student activity fee.

A regular (probationary or permanent) staff member who desires reimbursement for a course(s) will submit a complete Yosemite CCD Application for Fee Reimbursement form to their management supervisor before enrolling in the course(s).

Within five working days the management supervisor will sign and forward the application form to the appropriate College President or Chancellor (for Central Services staff).

Any disagreement about whether or not a particular course fits the criteria will be resolved by the College Presidents or Chancellor.

College Presidents or the Chancellor will forward approved forms to the Vice Chancellor for Human Resources.

At the conclusion of the term, the staff member will send their grade report to the Vice Chancellor for Human Resources.

The Vice Chancellor for Human Resources will initiate the payment process.

Prepayment may be considered in hardship cases upon request. Failure to satisfactorily complete the course will necessitate a refund from the staff member.

Adopted 9/3/91



Catastrophic Leave
Employee Contribution Form
Yosemite CCD/CSEA, Chapter 420

Part A (To be completed by the employee)

I, _____, having reviewed Article 13 of the CSEA/Yosemite CCD Negotiated Agreement, hereby contribute the following accrued vacation and/or compensatory time off (CTO) to the Catastrophic Leave fund.

Note:

Contributions must be made in one-day increments. All contributions are irrevocable.

Please indicate type(s) and number of days leave being contributed

_____ Accrued Vacation Number of Days _____
_____ CTO Number of Days _____

I have confirmed my accrued vacation/CTO balance on <http://staffnet.yosemite.edu/> _____

Note: Recent absences may not be reflected on StaffNet (initial)

My signature below affirms that this contribution is strictly voluntary:

Date

Signature

Part B (To be completed by the Yosemite CCD Human Resources Office)

Employee has sufficient accrued vacation and/or compensatory time off: _____ Yes _____ No*

_____ Daily Hours	X	_____ Hourly Rate	=	_____ Daily Rate
_____ Daily Rate	X	_____ # of Days Contributed	=	_____ Total Contribution

Date

Signature

* This form shall be returned to the employee if s/he does NOT have sufficient accrued vacation or compensatory time off to contribute as indicated in Part A.

Part C (To be completed by the Yosemite CCD Fiscal Services Office)

Account number/amount to transfer:

_____/ \$ _____

_____/ \$ _____

Total amount to be transferred: \$ _____

Date

Signature

Copy to Manager
Copy to Accounting
Original to Human Resources File



Catastrophic Leave Fund
Employee Application Form
YOSEMITE CCD/CSEA, Chapter 420

Part A (To be completed by the employee)

I, _____, having reviewed Article 13 of the CSEA/Yosemite CCD
Negotiated
Agreement, apply for use of Catastrophic Leave due to a catastrophic illness or injury affecting:
Self

Eligible Family Member

Leave to begin: _____
print name and relationship

Catastrophic Leave may be taken on an intermittent basis. Please initial here if intermittent use is anticipated. _____

Date

Signature

Part B (To be completed by the Yosemite CCD Human Resources
Office)

Employee qualifies as contributing member _____ Yes _____ No _____ Date

Employee has used all required paid leaves _____ Yes _____ No _____ Date

Date

Signature

Part C (To be completed by the Catastrophic Leave Committee)

▪ Fund Use ☐ Approved* ☐ Denied

**Note:* If approved for less time than requested, please indicate. All fund payments subject to availability of funds.

Comments:

For the Committee

Date

Signature

Copy to Employee
Original to Human Resources

EMPLOYEE PERFORMANCE EVALUATION

_____ To _____
(Inclusive Dates)

(Last Name) (First Name) (Middle Initial)

(Title) (Employee ID Number)

(College) (Work Area) (Manager)

Overall Rating:		☐ Commendable
		☐ Competent
		☐ Needs Improvement
		☐ Unsatisfactory
Performance Improvement Plan Attached: ☐ Yes ☐ No		
Probationary: ☐ First (6 month) ☐ Final (11 month) ☐ Recommended Continued Employment	Permanent: ☐ Biennial (2 years) ☐ Position Change (6 month) ☐ Off Cycle Follow Up Eval by: _____	

The performance evaluation is made to assist employees in their efforts to perform their duties. Conclusions based upon this employee's work performance during the period covered by this report are summarized below. The employee shall receive a copy of the evaluation placed in their personnel file.

Note to Manager: Review the employee's performance. Under each category, comment on the employee's accomplishments and challenges during the evaluation period. Indicate level of performance achieved using the following scale.

- 4 = Commendable – The employee's work consistently exceeds the standard for this position.
- 3 = Competent – The employee's work is consistently satisfactory.
- 2 = Needs Improvement – The employee's work needs to improve. A Performance Improvement Plan will be issued as part of this evaluation.
- 1 = Unsatisfactory – The employee's work is unsatisfactory. A Performance Improvement Plan will be issued as part of this evaluation.

Performance Improvement Note: If any item on this report is unsatisfactory or needs improvement, the evaluator shall provide the employee with a Performance Improvement Plan and may schedule a follow-up evaluation. For probationary employees, this only applies if employee is recommended for continued employment.

Quality/Quantity of Work:

Ratings: 4 3 2 1

Accuracy, quality of work product and thoroughness				
Amount of work performed				
Completion of work on time				
Looks for ways to improve and promote quality				
Applies feedback to improve performance				
Monitors own work to ensure quality				
Comments:				

Communication, as appropriate for assigned duties:**Ratings: 4 3 2 1**

Written Communication				
Verbal Communication				
Comments:				

Adaptability/Initiative:**Ratings: 4 3 2 1**

Performance in new situations				
Performance in workload crisis				
Performance with minimal instruction				
Self-reliance				
Resourcefulness/problem solving ability				
Accepts and carries out assigned duties				
Ownership in work product				
Provides training and instruction				
Uses good judgment				
Comments:				

Work Habits:**Ratings: 4 3 2 1**

Observance of work hours				
Attendance				
Observance of rules and regulations				
Observance of safety rules				
Compliance with work schedule				
Comments:				

Lead Responsibilities (If applicable)**Ratings: 4 3 2 1**

Planning				
Setting an example				
Making decisions				
Fairness and impartiality				
Approachability				
Comments:				

Personal Relations**Ratings: 4 3 2 1**

Meeting and interacting with the public				
Getting along with fellow employees				
Personal appearance appropriate for assigned duties				
Comments:				

OVERALL RATING

- 4 = Commendable – The employee's work consistently exceeds the standard for this position.
 3 = Competent – The employee's work is consistently satisfactory.
 2 = Needs Improvement – The employee's work needs to improve.
 1 = Unsatisfactory – The employee's work is unsatisfactory.

This performance evaluation represents my best judgment of this employee's performance. My signature indicates I have discussed this evaluation with the employee.

Immediate Management Supervisor /Evaluator _____ Date _____

This performance evaluation has been discussed with me by my Immediate Manager/Evaluator. I understand that my signature does not necessarily mean that I agree with this evaluation. I know this evaluation will become part of my personnel file and I have the right to respond in writing (CSEA/YCCD Contract, Article 8).

Employee _____ Date _____

☐ Regularly Scheduled Evaluation
(attached)

☐ Off Evaluation Cycle

GLOSSARY

ABEYANCE: Temporary inactivity or suspension; Deadlines (especially in Articles 7: Discipline and Article 23: Grievance) are sometimes “held in abeyance” by mutual agreement to allow the District and CSEA to gather information, conduct research, or otherwise prepare for a hearing, for negotiation, for litigation, etc.

ALTERNATE WORK WEEK: A recurring work schedule other than a Monday through Friday schedule (or Monday through Thursday during the summer 4-10 work week); also includes recurring work schedules in which a bargaining unit member works different hours (or a different number of hours) on different days of the week.

ANNIVERSARY DATE:

1. A bargaining unit member’s original date of hire in his/her present classification; or
2. The date of being reclassified into a classification two or more ranges higher than the classification which s/he previously held; or
3. Six (6) months after a promotion.

ARBITRARY: based on subjective opinion; inconsistent; irrational; not supported by objective criteria.

ASSOCIATION: State “California School Employees Association” (CSEA State Organization)

ASSOCIATION FEES: Dues which are paid to the State Association.

BARGAINING UNIT MEMBER: All permanent and probationary non-management classified employees. Bargaining unit member does not include short-term contract or student employees.

BABY BONDING LEAVE: Leave to allow a male or female bargaining unit member to bond with his/her new child, either by birth, adoption or foster-kinship. See Article 14.8

CAPRICIOUS: impulsive; inconsistent; volatile; lacking objective substantiation

CALENDAR DAY: Any day of the month or year; distinct from “Day” (see below)

CALENDAR YEAR: January 1st through December 31st, inclusive.

CATEGORICAL FUNDING: Funding which can be used only for programs or activities (“categories”) specified by the funding source (Also known as Fund 12). In the event of a reduction in force, bargaining unit members whose positions are categorically funded are entitled to the same displacement rights as bargaining unit members whose positions are not categorically funded.

CHAPTER: Local CSEA Chapter 420

CIVILITY: Behavior that shows respect toward another, contributes to mutual respect, and promotes effective communication and team collaboration.

CLASSIFICATION: A specific classified job title including its official description of duties, responsibilities, authority, minimum qualifications, and salary placement.

COLLEGE: Columbia College (CC) or Modesto Junior College (MJC)

COMMITTEE: Generic term which includes but is not limited to: task force; advisory committee; standing committee, work group; focus group; council; or any other title which is created.

CONSIDER: In Article 16.2, when a hiring manager “considers” bargaining unit member(s) (seeking a transfer or voluntary demotion) for a vacancy the manager is filling, s/he shall review all materials submitted by those bargaining unit member(s).

DAY: Any day on which the central administrative office of the Yosemite Community College District is open for business.

DEMOTION: A change in assignment of a bargaining unit member from a position in one classification to a position in another classification that is at a lower range on the salary schedule.

DIFFERENTIAL: A reduction in the number of hours required to be actually worked, and/or an increase in salary, as compensation for a less desirable assignment. See Article 12.3

DISPLACEMENT: Also known as “Bumping”, displacement occurs when a bargaining unit member subject to layoff exercises his/her right to move into a position occupied by a bargaining unit member with less seniority, thereby displacing the less-senior bargaining unit member. See Article 24.6

DOMESTIC PARTNER: Either member of a domestic partnership as defined by Section 297 of the California Family Code.

DISTRICT INITIATED LATERAL TRANSFER - is defined as a change in a bargaining unit member’s work location within the same classification and shift.

EMPLOYEE: An individual hired to fill any position within Yosemite CCD.

EXCHANGE SCHEDULE: A method of adjusting a classified assignment to allow for a certificated or management assignment, or for attending other activities with mutual agreement for work time to be completed.

FITNESS FOR DUTY: Physical/emotional fitness required to perform the essential functions of the position. The District may evaluate a bargaining unit member who is behaving in a manner that could potentially be harmful.

FISCAL YEAR: July 1st through June 30th.

FULL-TIME BARGAINING UNIT MEMBER: Any bargaining unit member with a forty (40) hour-per-week work assignment.

GRIEVANCE: A formal allegation by a bargaining unit member that s/he has been adversely affected by a misinterpretation, a misapplication, or a violation of this Agreement.

GRIEVANT: A bargaining unit member (or CSEA Chapter 420) who has filed a grievance.

HARRASSMENT: Repeated words, gestures, actions which tend to annoy, alarm, and/or abuse (verbally) another person.

HEALTH BENEFITS: Health benefits include medical, dental, vision, short and long term disability and life insurance. Distinct from medical benefits (see below).

HIGHER CLASSIFICATION: Any classification ranked on a salary schedule above a bargaining unit member's current classification.

IMMEDIATE MANAGEMENT SUPERVISOR: The first level manager (neither a bargaining unit member nor a lead) to whom a bargaining unit member reports.

INVOLUNTARY TRANSFER - A District initiated action in which a bargaining unit member is transferred to another assignment or position.

IN SERVICE: Courses, classes and/or training to enhance bargaining unit members' professional and/or personal growth. Not restricted to courses, classes, and training provided by Yosemite CCD or its colleges.

JOB DESCRIPTION: The official, written description of the duties; responsibilities; minimum qualifications; physical demands; and authority of a classification, as maintained by the District.

JURY DUTY: Includes criminal and civil grand jury duty.

LATERAL TRANSFER - is defined as a change in a bargaining unit member's work location within the same classification and not involving a promotion or demotion.

MEDICAL BENEFITS: Include medical care by a medical care provider. Does not include the dental, vision, short and long term disability and life insurance.

MEMBERSHIP/CHAPTER DUES : Local Chapter dues, collected for the operations of CSEA Chapter 420.

MINIMUM QUALIFICATIONS: Qualifications, stated in a job description, which applicants must possess to be considered for a position.

NEXT LEVEL MANAGER: The management supervisor to whom a bargaining unit member's management supervisor reports. Also known as your "boss's boss".

OFF DUTY/OFF PAY: For bargaining unit members who are on a less than 12 month assignments. This is the period in which they are not working and not in paid status.

OUT OF CLASS DUTIES: Duties which are not included in the job description for a specific classification.

PAID STATUS: Includes days/hours worked and all contractual paid leaves.

PART-TIME BARGAINING UNIT MEMBER: Any bargaining unit member whose work assignment is less than 40 hours per week.

PAY DOCK: To deduct a sum of money from a bargaining unit member's wages.

PERMANENT EMPLOYEE: A bargaining unit member who has completed the required probationary period.

PROBATIONARY EMPLOYEE: A bargaining unit member who has not completed the required twelve (12) month probationary period.

PROFESSIONAL GROWTH: Training and/or education which apply not only to current position, but include the opportunity to gain experience for a promotional position; may include CSEA activities/trainings developed to improve skills/knowledge.

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PRO-RATED: In proportion; proportional

REDUCTION: Any decrease in work assignment: hours per day; days per week/month/year; months per year. May also be a reduction in pay.

RE-EMPLOYMENT: The return to duty of an employee who has been laid off or following a voluntary separation from the District.

RE-EMPLOYMENT LIST: The list of bargaining unit members who have been laid off. During a specific period of time (usually 39 months; in some cases 63 months) following a layoff, the District must offer appropriate vacancies to those on the re-employment list prior to otherwise filling the vacancies. See Article 24 for details. A bargaining unit member may also be placed on the re-employment list after having exhausted all available leaves due to a medical condition which prevents him/her from performing his/her duties.

REGULAR EMPLOYEE: Any bargaining unit member, whether permanent, probationary, full-time, or part-time; excludes substitute, short-term contract or student employee.

SEXUAL HARASSMENT: An illegal practice by which an employee or individual is approached by another individual with an unwanted sexual advance which conditions an employment benefit upon an exchange of sexual favors. Sexual harassment also includes unwanted lewd or derogatory sexual references and/or materials which intimidate or greatly offend an individual in the workplace. See “Prohibition of Sexual and Other Harassment” in Yosemite CCD Board Policy 3430.

SHORT-TERM CONTRACT EMPLOYEE: An employee performing classified duties whose employment with the District is via a defined-term contract. Short-term contract employees include hourly, substitute, and temporary employees, and are not bargaining unit members.

SUBSTITUTE EMPLOYEE: Any person employed to replace any classified employee who is temporarily absent from duty.

TITLE V - CCR Subsection 53021 – 5 CA ADC subsection 53021 Barclays Official California Code of Regulations.

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Yosemite Community College District Human Resources

Your Health Coverage Options & Covered California

The intent of this document is to provide general, not specific, information regarding the provisions of Affordable Care Act (ACA). It should not be construed as, nor is it intended to provide, legal or financial advice.

As a part of the Affordable Care Act (ACA) that was passed in 2010, employers are required to provide this notice to all employees regardless of whether or not they are eligible to participate in Employment-Based Health Plans.

Under the ACA, beginning January 1, 2014 individuals will be required to have minimum essential health coverage, or else be subject to a penalty. This is referred to as the "individual mandate." The Health Insurance Marketplace is intended to help individuals meet the individual mandate requirement by providing another place to purchase coverage, and possibly qualify for federal assistance to do so. Information and details are available at HealthCare.gov

In California, the Health Insurance Marketplace is called "[Covered California](http://www.coveredca.com)." To assist you as you evaluate options for you and your family, this notice provides some basic information about Covered California and employment based health coverage offered by Yosemite Community College District, Employer Identification Number (EIN): 52-1566989.

Covered California is designed to help you find health insurance that meets your needs and fits your budget. Covered California offers "one-stop shopping" to find and compare private health insurance options. You may also be eligible for a new kind of tax credit that lowers your monthly premium right away. You are not required to purchase health coverage through Covered California, and may obtain health coverage from other sources.

You may qualify to save money and lower your monthly premium, but only if your employer does not offer coverage, or offers coverage that does not meet certain standards. The savings on your premium that you are eligible for depends on your household income.

If you have an offer of health coverage from your employer that meets certain standards, you will not be eligible for a tax credit through Covered California and may wish to enroll in your employer's health plan, if you are eligible. (Just because you received this notice does not mean you are eligible for the Yosemite Community College District health plan.) However, you may be eligible for a tax credit that lowers your monthly premium, or a reduction in certain cost-sharing, if your employer does not offer coverage to you at all or does not offer coverage that meets certain standards. If your cost for self-only coverage under the Yosemite Community College District health plan is more than 9.5% of your household income for the year, or if the coverage your employer provides does not meet the "minimum value" standard set by the Affordable Care Act, you may be eligible for a tax credit. An employer-sponsored health plan meets the "minimum value standard" if the plan's share of the total allowed benefit costs covered by the plan is no less than 60 percent of such cost.

Note: If you purchase a health plan through Covered California instead of accepting health coverage offered by your employer, then you may lose the employer contribution (if any) to the employer-offered coverage. Also, this employer contribution - as well as your employee contribution (if any) to employer-offered coverage - is often excluded from income for Federal and State income tax purposes. Your payments for coverage through Covered California are made on an after-tax basis.

For more information about coverage offered through Covered California please visit www.coveredca.com. Covered California can help you evaluate your coverage options, including your eligibility for coverage through Covered California and its cost. You will also be able to obtain an online application for health insurance coverage. If you decide to complete an application for coverage through Covered California, you will be asked to provide certain information about the health coverage offered by Yosemite Community College District. You can obtain this information by contacting the individual listed above.

For more information about coverage offered by Yosemite Community College District, please check your summary plan description or contact: yccdbenefits@yosemite.edu, 2201 Blue Gum Avenue Phone: (209)575-6981.

Yosemite Community College District

CSEA, Chapter 420

April 14, 2023

TO: YCCD Classified Professionals

SUBJECT: 2023-2024 Holiday Schedule & 2023 Winter Closure

This notice provides the schedule of holidays for 2023-2024, as well as the 2023 Winter Closure schedule. Please see the attached schedule of holidays for 2023-2024.

Winter Holiday schedule:

The District and College offices will close from Friday, December 22, through Monday, January 1. Normal work schedules will resume **Tuesday, January 2, 2024**

Friday, December 22 - Christmas Eve (Observed)

Monday, December 25 - Christmas Day

Friday, December 29 - In-lieu day (Admissions Day)

Monday, January 1 - New Year's Day

For the three duty days during the Winter Closure, full-time classified unit members will be granted three days of paid leave. For full-time classified employees with Monday through Friday schedules, the three days of paid leave will be **Tuesday, December 26; Wednesday, December 27; and Thursday, December 28**. Classified employees with alternate schedules (other than Monday through Friday), are also eligible and may consult with their supervisor for the appropriate dates.

Classified part-time unit members whose normal work assignments are during the Winter Closure period are eligible for paid leave, and will be granted up to three work days of paid leave, prorated to their percentage of employment.

Classified employees who work less than 12 months per year and whose assignments are normally inactive during the Winter break period, are ineligible for paid leave but may use vacation or comp time during this period.

Yosemite Community College District:

CSEA, Chapter 420:

Kathren Pritchard
Senior Director, Human Resources

Amy Lovett
President, CSEA, Chapter 420

cc: Leadership Team

YOSEMITE COMMUNITY COLLEGE DISTRICT
CLASSIFIED AND MANAGEMENT EMPLOYEES
SCHEDULE OF HOLIDAYS
2023-2024

Independence Day	Tuesday, July 4, 2023
Labor Day	Monday, September 4, 2023
Veteran's Day (Observed)	Friday, November 10, 2023
Thanksgiving Day	Thursday, November 23, 2023
Day following Thanksgiving	Friday, November 24, 2023
Christmas Eve (Observed)	Friday, December 22, 2023
Christmas Day	Monday, December 25, 2023
Day in lieu of Admission Day	Friday, December 29, 2023
New Year's Day	Monday, January 1, 2024
Martin Luther King Jr. Day	Monday, January 15, 2024
Lincoln Holiday (Observed)	Friday, February 16, 2024
Washington Holiday (Observed)	Monday, February 19, 2024
Memorial Day	Monday, May 27, 2024
Juneteenth Holiday	Wednesday, June 19, 2024
Floating Holiday *	For use during the work year (July 1 – June 30)

The District/Colleges will be closed from Friday, December 22 through Monday, January 1. Classified employees who would normally be on duty during the Christmas closure period may be eligible for up to three (3) days paid leave. Please see the holiday memo for details regarding the three days of paid leave.

*Per the CSEA Contract and Leadership Team Handbook, Classified Employees and Leadership Team members shall be provided the former Spring Day Holiday as a Floating Holiday (up to 8 hours) for use during the work year (July 1 to June 30). Scheduling of the Floating Holiday shall be at the unit member's request and administrative approval.