

**TENTATIVE AGREEMENT  
BETWEEN  
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CHAPTER #490)  
AND  
THE OHLONE COMMUNITY COLLEGE DISTRICT**

**CONTRACT DURATION JULY 1, 2020 TO JUNE 30, 2023**

**SUMMARY OF NEGOTIATED CHANGES**

**ARTICLE 2: TERMS OF AGREEMENT**

Updated the duration of the contract period.

**ARTICLE 8: PAY ALLOWANCES**

8.1. The parties agree that the salary schedule shall be increased by the funded cost-of-living-adjustment percentage effective July 1, 2021.

8.1.1. Extended the “Me Too” clause to June 30, 2023.

8.11. Out of Class Pay. Changed the duration of working out of class from 5 days to 10 days before out of class pay applies. Changed the rate of out of class pay to ten percent of the unit member’s hourly rate or the hourly rate of the higher classification range’s first step, whichever is higher beginning on the tenth (10<sup>th</sup>) working day until the end of the out of class work.

**ARTICLE 11: HOURS AND OVERTIME**

Included the MOU language entered between CSEA and the District on October 13, 2016 on full holiday pay for all unit members working on holidays that fall during the 4/10 summer schedule.

**ARTICLE 12: VACATION**

12.2 Vacation time shall be earned and accumulated on a monthly basis in accordance with the following schedules effective July 1, 2021:

1 through 4 years	=	80 hours
5 through 9 years	=	120 hours
10 through 14 years	=	160 hours
15 through 19 years	=	170 hours
20 through 24 years	=	185 hours
25 years and up	=	200 hours

### **ARTICLE 13: HOLIDAYS**

Added the “Juneteenth National Independence Day” to the list of paid holidays.

### **ARTICLE 26: PROFESSIONAL GROWTH AND DEVELOPMENT**

Added mandatory participation in workshops, seminars, trainings, and similar activities that the District defines as mandatory during their regular work hours including onboarding and other activities that promote, embed, and institutionalize cultural competence and equity. Additionally, unit members are expected to attend at least 5 workshops, seminars, trainings, and similar activities per semester not including mandated trainings per state or federal regulations.

### **ARTICLE 27: EVALUATION PROCEDURES**

- 27.1. Included the side letter entered in October 13, 2020 to change the probationary period for Campus Police Dispatchers from 9 months to 12 months in compliance with California Code of Regulations 1018 section (d).
- 27.3. Included “other initiatives” on top of applicable board policies as a basis of an employee’s performance evaluation.

### **ARTICLE 32: SAFETY**

- 32.3 District shall train all bargaining unit members with respect to the District’s Injury Illness Prevention Program and Code of Safety Practices at least once every two years.
- 32.4. Bargaining unit members will report unsafe or potentially dangerous hazards in accordance with the District’s Injury and Illness Prevention Program (IIPP) without fear of reprisal. If the unsafe or potentially dangerous hazard is unable to be resolved within a reasonable time period, the employee may be relocated to work from a different location until the hazard is resolved.

### **ARTICLE 33: TELECOMMUTING PROTOCOLS**

Moved the old Article 33 – Effects of Agreement to Article 34.

Added the provisions of the MOU on Emergency Telecommuting Protocols signed on October 30,2020 to the bargaining agreement as Article 33.

### **ARTICLE 34: EFFECTS OF THE AGREEMENT**

Renumbered the old Article 33 to Article 34.

Upon ratification of the CSEA Chapter 490 membership and approval of the Ohlone Community College District Board of Trustees, the negotiations for 2021-2022 contract period are concluded.

**For the Employer:**  
**Ohlone Community College District**

**For the Union:**  
**California School Employees Association**

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

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