



California
School
Employees
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Member of the AFL-CIO

The nation's largest
independent classified
employee association



April 6, 2023

Via Electronic Mail:

spullum@hartnell.edu

Shawn Pullum
Chapter President 470
950 Holovits Ct.
Marina, CA 93933-5031

Re: Memorandum of Understanding (MOU) – Mileage reimbursement

Dear President Pullum:

I have received the Memorandum of Understanding (MOU) regarding the Mileage reimbursement between the Hartnell Community College and California School Employees Association and its Hartnell Chapter 470.

It has been reviewed in accordance with Policy 610. I have found no apparent violation of law, CSEA's Constitution and Bylaws, or Policy.

Ratification for this MOU **is** required. Please provide your Labor Relations Representative Patricia Padilla-Salsberg with the ratification date so that we may update our records.

Please ensure your chapter complies with the Ratification Meeting requirements as identified in your chapter constitution and Policy 610 Ratification Notice.

I would like to take this opportunity to acknowledge the time and effort spent by you and the Negotiating Committee in negotiations. Your involvement and dedications are truly appreciated.

Please feel free to contact my office if you have any questions or concerns.

Sincerely,

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Debra Cole
Field Director

DC/js

Enclosure: Ch_470-2022-2023-MOU-Mileage reimbursement

Cc: Rebecca Delameter, Regional Representative 70; Donnell Fassler, Area C Director; Patricia Padilla-Salsberg, Labor Relations Representative; Chapter 470 Contract File

Hartnell College
and
California School Employees Association, Chapter 470

MEMORANDUM OF UNDERSTANDING
Mileage
April 3, 2023

Hartnell College ("District") and the California School Employees Association and its Chapter 470 ("CSEA") hereby agree to the following:

For the duration of this agreement, unless and until new contract language replaces, the following shall be substituted for Article 9, Section 4, Mileage, Paragraph 3 as follows:

Section 4. Mileage

3. Mileage Compensation During Temporary Assignments

- a. Bargaining unit employees on temporary assignment more than five (5) or more miles one way from their normal work site, shall be compensated for the total mileage difference between their normal work site and their temporary work site.
- b. In order to receive reimbursement, the temporary assignment work site must be of a greater distance between the unit member's normal work site and their home. "Temporary assignment" is defined in Article 19, section 7.
- c. If a unit member travels to multiple work sites during the day, they shall also receive reimbursement between each work site.

The intent of this agreement is to clarify the existing contract language, not change its meaning. See attached examples to demonstrate the parties' intent.

Attending a conference or event for business purposes does not constitute a temporary assignment.

This memorandum of understanding is subject to ratification by CSEA, adoption by the Hartnell College Board of Trustees, and is subject to the grievance and arbitration sections of the collective bargaining agreement.

For the District:

For CSEA:

Thomas R. Mauwitt
Danna Rose
[Signature]

[Signature]
[Signature]
Julia Seivira
[Signature]

Examples Applying the Mileage MOU

- 1. Members get paid for the drive distance from their usual work site to their temporary work site.**

Ex: A member is assigned to Main Campus. They are asked to drive to King City. They get paid for MC to KC, and then KC to MC. They do not get paid for home to usual work site and usual work site to home.

- 2. Members get paid for the drive distance between temporary work sites during the work day.**

Ex: A member is assigned to Main Campus. They are asked to work temporarily at King City. They are then asked to drive to a high school to present. Then they drive back to King City. Then they drive home. They are paid for MC to KC, KC to HS, HS to KC, and KC to MC. They do not get paid for home to usual work site and usual work site to home.

- 3. The home address is considered *if and only if* a member has a temporary work site closer to their home than the permanent work site. If this is the case, a member is not paid for the home-to-work-and-back portions, but will be paid for additional drives.**

Ex: A member lives closest to the Alisal Campus. They are assigned to Main Campus. They are asked to work at Alisal for a day. ~~They are not paid any mileage for that day because they live closer to AC than MC.~~

Ex: A member lives closest to the Alisal Campus. They are assigned to Main Campus. They are asked to work at Alisal for the day. They are then asked to come to Main Campus in the afternoon. They are only paid for mileage between AC to MC and MC to AC because it is mileage outside of their commute from home to work and back.