

Hartnell Community College District
and
~~Chapter #470, CSEA,~~
California School Employees Association and its Chapter 470

Memorandum of Understanding
All-CSEA Classification and Compensation Study
June 24, 2022 - Revised September 8, 2023

The Hartnell Community College District ("District") and the California School Employees Association and its Chapter #470 ("CSEA"), collectively "Parties," having already consulted September 29, 2021, on delaying the application and outsourcing of duties under CSEA 470-District Contract ("Collective Bargaining Agreement" or "CBA") Article 24, "CLASSIFICATION REVIEW AND RECLASSIFICATIONS," agree to the following:

1. That the Parties conducted a search for a qualified consultant that is knowledgeable and experienced in the reclassification process.
2. That the consultant will complete the reclassification process for the "Program Support" family of positions as described in CBA Article 24, Section 4.
3. That the "Program Support" family encompasses positions in both "Clerical/Secretarial" and "Program Support" under the current CBA Appendix F: Alphabetical Listing of Classes.
4. That the Parties met March 16, 2022, and mutually updated Appendix F, as identified in Article 24, to include all CSEA job descriptions, filled and vacant.
5. That the Parties met March 16, 2022, and mutually agreed upon a Compensation Study ("School List") as identified in Article 24, Section 6 "Committee Review," with the following schools:
 - a. Allan Hancock CCD
 - b. Cabrillo CCD
 - c. Gavilan CCD
 - d. Merced CCD
 - e. Monterey Peninsula CCD
 - f. Ohlone CCD
 - g. San Luis Obispo CCD (Cuesta College)
 - h. Sequoias CCD
6. That the "Year 1: Program Support" reclassification study process will begin on or before August 31, 2022 and will be completely finished (including CSEA/610 Ratification and Board Ratification) by May-October 30~~1~~, 2023 (the mutually-agreed "Deadlines"). Each year's Deadline dates may be extended up to ninety (90) days one time by written, mutual agreement without the need to further amend this MOU. These The calendar months and days dates will also be used for each subsequent Classification Families are as follows:
 - a. *Year 2: Library Services and Instructional Services*
Begin: ~~August~~ On/before October 31, 2023; **End:** ~~May-August 30~~1~~, 2024~~
 - b. *Year 3: Student Services*
Begin: On/before August 31, 2024; **End:** August ~~May-30~~1~~, 2025~~
 - c. *Year 4: Fiscal Services and Technical Paraprofessional*
Begin: On/before August 31, 2025; **End:** ~~May-August 30~~1~~, 2026~~
 - d. *Year 5: Instructional Technology*
Begin: On/before August 31, 2026;- **End:** ~~May-August 30~~1~~, 2027~~

e. ~~Year 1: Program Support~~

~~Begin: August 31, 2027; End: May 31, 2028~~

7. That the District will provide written or verbal updates to CSEA at least once per month, and that the Parties will meet at least once every two months (or at a term set by mutual agreement) to discuss the progress of the reclassification studies.
8. It is the interest of both Parties to use the same consultant (Reward Strategy Group "RSG") throughout the process for consistency. Any unanticipated need to change consultant will be addressed by mutual agreement. It is the intention of the Parties to use the same school list for the five-year compensation study reclassification period. Changes to this agreement, positions, families, dates, etc. must be mutually agreed by both Parties.
9. Furthermore, the District will send correspondence/email to the impacted CSEA ~~members~~ employees on the terms of this MOU, once agreed, for each family/study year.
10. That the existing Classification Review Committee process as per Collective Bargaining Agreement (CBA) Article 24 is suspended in lieu of this process. The Committee (or its successor as per CBA in force at the time) will be reestablished by the District and CSEA on or before August 31, 2027.
11. That the Student Success Specialist compensation will be evaluated during year one, that it will be a member of the Student Services family, and that it will be reevaluated in full during year three's classification and compensation study.
12. That the Help Desk Technician position (developed by RSG in year one) will be a member of the Instructional Technology family and will be reevaluated in full during year five's classification and compensation study.
13. That the "Program Coordinator (Clinical Coordinator for Nursing)" position approved by the Board on June 20, 2023 will be considered part of the Program Support family.
14. That salary adjustments for each family will be retroactive to July 1 of the "begin date" year above.
15. That Parties shall establish, for the purposes and lifetime of this agreement, an employee reclassification appeals process and committee to begin work on or before October 31, 2023.
16. The parties agree that this is a non-precedent setting agreement.
17. Any disputes arising from this agreement shall be subject to the grievance procedures outlined in the parties' collective bargaining agreement.

The CBA currently states under Article 24 that the District shall begin the process by September 25, 2021. Since that didn't happen, CSEA and the District met on December 8, 2021, and agreed to the above statements. The parties agree to make every reasonable effort to meet the above deadlines to demonstrate good faith commitment to the process. Both parties agree to work collaboratively to assure the reclassification process is completed in a timely manner and mutually address any unanticipated situations. This MOU does not waive the application of Article 21 Grievance after the Deadlines.

For the District:

Danna Rose 9/25/23

For CSEA:

[Signature] 9/25/2023

[Signature] Lee 9/25/2023

[Signature] 9/25/23

[Signature] 9/25/2023
Julia Gouveia 9.25.2023

Program Support Classification and Compensation Implementation

Memorandum of Understanding

Between

Hartnell Community College District

And

California School Employees Association Chapter 470

In recognizing changing and evolving district staffing needs, and in an effort to preserve and benefit the greatest portion possible of the current group identified for reclassification per the parties' the parties agree to the following:

1. Position titles and ranges will be as follows:

| Classification | Current Range | RSG Proposed Range | Agreed upon Range |
|------------------------------|----------------------|---------------------------|--------------------------|
| Program Coordinator | 36 | 36 | 36 |
| Program Specialist | 32 | 32 | 32 |
| Program Assistant | 26 | 28 | 28 |
| Senior Admin. Assistant | 23 | 26 | 26 |
| Admin. Assistant | 20 | 22 | 22 |
| Help Desk Tech. ² | (New) | 26 | 26 |

1. The parties agree that to preserve the integrity of the bargaining unit, the following shall apply to all permanent or probationary "incumbents" (current employees and future employees— those hired under vacancies publicly posted on the District website/job board, or those hired from active hiring committees, on the day this agreement is signed):
 - a. Any incumbent reclassified from a higher range to a lower range, via RSG allocation or reconsideration/appeal request, shall be placed and Y-rated at their former classification's prior, higher range.
 - b. Any and all future percentage increases to the CSEA classified salary schedule negotiated by the parties on behalf of the CSEA bargaining unit after the implementation of the Program Support Classification and Compensation study shall be applied to the Y-rated hourly rate of pay for incumbents.
 - c. The parties agree that this Y-rate agreement and compensation only apply to incumbents so long as they serve in their reclassified/new job classification. If an incumbent vacates the new classification for any reason, this Y-rate agreement and compensation structure shall no longer be applicable to the vacated position/classification and the compensation for the position shall revert to the parties' agreed upon range placement on the CSEA classified salary schedule as herein identified, unless otherwise agreed upon in writing.
 - d. For Y-rated incumbents, in addition to their existing voluntary transfer rights between vacant positions in the new classification as per Article 19 Section 3, incumbents shall

receive Y-rating protection for all voluntary transfers within the Y-rated classification for the entirety of their working career at Hartnell College. That is, incumbents who are Y-rated shall lose their Y-rating only upon voluntary transfer or application to a lower paying classification.

2. The parties agree to reclassify the current Administrative Assistant IV at a Range 32 to the new Help Desk Technician (HDT) at a range 26. In doing so, the parties agree that the employee currently serving in this position (Juana Montelongo, hereafter referred to as "Employee") shall be placed and Y-rated in range 32 at Step E in the Help Desk Technician job classification. Any and all future percentage increases to the CSEA classified salary schedule negotiated by the parties on behalf of the CSEA bargaining unit after the implementation of this Classification and Compensation study shall be applied to the Y-rated hourly rate of pay for Employee. The parties agree that this Y-rate agreement and compensation only apply to Employee so long as they serve in the Help Desk Technician job classification. Once Employee vacates the Help Desk Technician position for any reason, this Y-rate agreement and compensation structure shall no longer be applicable to Employee and the compensation for the Help Desk Technician position shall revert to salary range 26, commensurate with the parties' agreed upon range placement on the CSEA classified salary schedule, unless otherwise agreed upon in writing.
 - a. The intent of both parties is that Employee will focus exclusively on their new technology-related duties and not be asked to perform Administrative Assistant IV duties ("prior duties" including those from the new Program Support positions outside of the technology-focused HDT). To ensure the success of Employee in their new role, they shall cease performing their prior duties at the time of reclassification.
 - b. The District shall assign a new or existing Senior Administrative Assistant to perform Employee's prior administrative assistant duties not related to the new Help Desk Technician job classification.
 - c. The District shall work with CSEA to identify the employee or employees who will be designated to take over the administrative duties.
 - d. Limited Transition Period: Employee may be directed to train the new/existing Senior Administrative Assistant or others on prior duties for the first ninety (90) days after the reclassification date. After this date, Employee shall not be directed to train on or perform prior duties or be assigned as a backup to the administrative staff. The District shall appoint someone other than Employee to perform or train on the prior duties if they are unable to hire before the transition period ends.
3. The parties agree that seniority will be carried over from the incumbents' current classification to the new classification created from this Classification and Compensation study. No seniority will be lost or gained via this reclassification process.
4. Salary adjustments based on the RSG study will be implemented as follows:

- a. Employees moving classifications and/or ranges will be placed on the new range at the step closest to the employee's salary on the 2021-2022 salary schedule, without reducing the employee's salary.
- b. The 6.25% salary increase will then be applied to the new allocated range and step effective July 1, 2022.
- c. The 4.2% salary increase will be applied effective July 1, 2023 to the new allocated step.
- d. Employees who move from top step to a step other than top step as a result of this MOU shall be eligible for step increases as described in Article 9, Section 2 – Anniversary Dates and Annual Increments.

Any disputes arising from this agreement shall be subject to the grievance procedures outlined in the parties' collective bargaining agreement.

For the District:
Sanna Rose 9/25/23

For CSEA:
 _____ 9/25/2023
Isabel Torres, URR 9/25/2023
[Signature] 9/25/23
[Signature] 9/25/2023
Julia Siveira 9.25.2023

Reconsideration/Appeals Process Description

- The Reconsideration/Appeals Committee will be independent from Negotiations. It will have 2 CSEA members appointed by me and 2 District members appointed by the VP of HR.
- **Negotiators (including me) and Program Support family members are excluded from serving on the committee.** We will not receive updates or have any involvement in the reconsideration/appeals process.
- Each program support family member ("you") will receive a letter or email with their RSG placement from the District.
- You will have 10 days to submit a reconsideration/appeal form.
- If you are unsatisfied with your placement, you will identify one new job classification on your form as the most appropriate and include as much information as possible for the committee to consider in your case.
 - This would be similar to what you provided on the PDQ intake form plus anything new/relevant.
 - Note: You can propose a higher or lower range classification. Your selection should be the JD closest to your actual duties.
- You will submit the reconsideration/appeal form to HR directly **and** to your supervisor.
 - The supervisor has a time limit to submit their form, **They are not required to submit a response to HR.** Submitting a copy to HR as well will make sure the appeal goes forward with no issue.
- HR will submit both your form and the supervisor's form (if they turn one in) to the appeal committee. Neither you nor the supervisor is allowed to initiate contact with the committee or talk to individual committee members about your submission.
- The appeal committee members will review all submitted forms and reach out to you/HR with their decision (Yes or No). See below.
- **Decision Making Process:**
 - If the appeal committee members agree with you (3 or 4 votes Yes), you will be placed where you proposed and receive a written response (with no need to be interviewed).
 - If 2 or fewer appeal committee members vote Yes, you will be entitled to an interview with the committee to argue your case. They will reach out to you/HR to schedule it during a specific timeframe.
 - After the interview, the committee votes again. If there is no tie, the ruling of the committee stands, Yes or No.
 - If the second vote is tied 2-2, the documents and interview notes will go to RSG, our independent third party, for review.
 - For those sent to RSG, they (RSG) will make a determination based on everything collected from all of the previous steps (PDQ to committee interview). Their recommendation for your classification placement will then be made to the VP of HR **and is final**
- CSEA and the District developed a draft schedule of dates. The District will finalize this into a timeline document and share it to members.

[Handwritten Signature]
9/25/23

FT, LR 9/25/23

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