

To Research 1/20/07

Ratified
CSEA 11/16/06
District 11/7/06

AGREEMENT

Between

HARTNELL COMMUNITY COLLEGE DISTRICT

and

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)
CHAPTER 470**

FOR

July 1, 2005 - June 30, 2008

RATIFIED BY CSEA Chapter 470: November 3 & 16, 2006

RATIFIED BY GOVERNING BOARD: November 7, 2006

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**ARTICLE 1
RECOGNITION**

Section 1. The Board of Trustees of the Hartnell Community College District, hereinafter referred to as "District" or "Board", reaffirms its recognition of the California School Employees Association and its Chapter 470, Hartnell Community College, hereinafter referred to as "Chapter" or "CSEA", as the sole and exclusive bargaining representative for eligible classified employees in the classes enumerated in Appendix "A".

Section 2. The Board agrees not to negotiate with any other organization in matters upon which the Chapter is the exclusive representative, and agrees not to negotiate with any member of the unit individually during the duration of this Agreement on matters subject to negotiations.

Section 3. The Chapter recognizes the Board as the duly-elected representative of the people and agrees to negotiate only with the Board representatives officially designated by the Board to act in its behalf. The Chapter further agrees that neither it nor any of its members or agents will attempt to negotiate privately or individually with the Board, any Board member, administrator, or other person or persons not officially designated by the Board as its representative.

Section 4. Any new classifications or positions added to the classified service by the Board during the term of this Agreement shall, when added, be determined by the Board as to be included or excluded from the recognized unit, after consultation between the Superintendent-President or designee and the Chapter officers. If the Chapter disputes a Board decision to include or exclude a new classification or position in/from the recognized unit, the Board and the Chapter shall jointly submit the dispute to the Public Employment Relations Board (PERB) for resolution and therefore, such dispute shall not be subject to the grievance procedure within this Agreement. If the Chapter agrees with the Board's decision to include or exclude a new classification or position in/from the recognized unit, the board and the Chapter may jointly submit the dispute to the Public Employment Relations Board (PERB) to ratify such agreement.

Section 5. The fact that classifications are enumerated, as set forth in Section 1 of this article, does not limit the sole discretion of the Board in any way to:

1. Change the title of a classification, or
2. Change the duties ascribed to a classification title, or
3. Delete from Appendix "A" titles that have been vacant for 12 calendar months, subject to the rules of PERB.

If the Chapter agrees with the District decision to delete a classification from the recognized unit, the Chapter will join the District in notifying the PERB of such modifications.

Section 6. The District will within forty-five (45) days of vacancy of a permanent position, notify the Union President of the status of the position. In the event a decision is made to leave the position unfunded or to eliminate the allocated position, Human Resources will

notify the Union President or designee within ten (10) working days of the decision to discuss the effect of the decision.

If the decision is to fill the position, Human Resources will develop a recruitment plan with the requesting manager upon receipt of the approved Request to fill form. The plan shall include a timeline to complete the screening and selection process in a timely manner.

Section 7. Within ten (10) working days of hire, the immediate supervisor shall provide a written work plan outlining the goals and objectives upon which a new employee shall be evaluated during the probationary period.

ARTICLE 2
SEPARABILITY AND SAVINGS

Section 1. If any provision of this Agreement or any application of this Agreement to any employee or group of employees covered by this Agreement is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

Section 2. In the event that a provision of this Agreement becomes inoperative, pursuant to Section 1 of this article, both parties shall be obligated to initiate the meet and negotiate process on the effect(s) of the provision having been held to be invalid within thirty (30) working days of the date of such holding.

**ARTICLE 3
WAIVER OF BARGAINING**

Section 1. This agreement shall constitute the full and complete commitment between both parties. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

Section 2. No individual employee or group of employees acting independently of the Chapter signatory hereto may alter, amend, or modify any of the provisions of this Agreement.

Section 3. The Board and the Chapter expressly waive and relinquish the right to bargain collectively on any matter during the term of this Agreement, except as provided in Article 2, Section 2, hereinabove.

1. Whether or not specifically referred to or covered in this Agreement; or
2. Even though not within the knowledge or contemplation of either party at the time of negotiations; or
3. Even though during negotiations the matters were proposed and later withdrawn.

Section 4. It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state law, and that in the absence of specific provisions in this Agreement, such practices and procedures are discretionary with the District. Such waiver does not preclude bargaining collectively for subsequent new collective bargaining agreements during the term of this Agreement, pursuant to Section 1 of this article or as provided in Article 2, Section 2, hereinabove.

**ARTICLE 4
PAST PRACTICES**

Section 1. Nothing contained in this Agreement shall be interpreted as to imply or permit the invocation of past practice, or tradition, or accumulation of any employee rights, or privileges other than those expressly stated herein.

Section 2. Parties agree that past practices, standards, obligations, and commitments of the Board to its employees relating to this contract are rejected mutually as a condition of entering into this Agreement, except as they are expressly stated herein.

ARTICLE 5
MAINTENANCE OF OPERATIONS

Section 1. It is recognized that the need for continued and uninterrupted operation of the District is of paramount importance and that there shall be no interference with such operation.

Section 2. The Chapter agrees that for the term of this Agreement and until exhaustion of the impasse procedure to conclude a successor agreement, the Chapter or any person acting in its behalf shall not cause, authorize, engage in, encourage, or sanction a work stoppage, slowdown, picketing other than for informational purposes, sick-in, or strike by any euphemism whatsoever known, against the District, or the concerted failure to report for duty, or abstinence from the full and faithful performance of the duties of employment, including compliance with the request of another labor organization or bargaining unit to engage in such activity, which the District determines to be an activity to induce change in wages, hours of employment, and other terms and conditions of employment.

Section 3. Each employee in a classification represented by the Chapter agrees that for the term of this Agreement and until exhaustion of the impasse procedures to conclude a successor agreement, the employee shall not cause, authorize, engage in, encourage, or sanction a work stoppage, slowdown, picketing other than for informational purposes, sick-in, or strike by an euphemism whatsoever known, against the District, or the failure to report for duty, or abstinence from the full and faithful performance of the duties of employment, including compliance with the request of another labor organization or bargaining unit to engage in such activity which the District determines to be an activity to induce a change in wages, hours of employment, and other terms and conditions of employment.

Section 4. The District agrees it shall not, during the term of this Agreement, and until exhaustion of the impasse procedure to conclude a successor agreement lockout any employee in the bargaining unit.

Section 5. An employee shall not be entitled to any wages or benefits whatsoever, including but not limited to, salaries, life insurance, health insurance, vacation, sick leave, or any other form of compensation by whatsoever name known while engaged in any activity prohibited by Section 3 of this article.

Section 6. The Chapter recognizes the duty and obligation of its representatives and members to comply with the provisions of this Agreement and to make every effort toward inducing all employees to fully and faithfully perform their duties. In the event of any activity prohibited by Sections 2 and 3 of this article, the Chapter agrees to take supererogatory steps necessary to assure compliance with this Agreement.

ARTICLE 6 MANAGEMENT RIGHTS

Section 1. The Chapter recognizes and agrees that the rights of public management derive from the Constitution of the State of California and the Education Code and not from the contract. All matters not specifically enumerated in this Agreement as rights of the exclusive representative are reserved to the public school employer and are not subject to meeting and negotiating, except as provided in the RHODDA Act, SB 160.

It is further understood that there are no provisions in this Agreement that shall be deemed to limit or curtail the Board of Trustees in any way in the exercise of its rights, powers, and authorities.

Section 2. The Chapter recognizes and agrees that the exercise of the express and implied powers, rights, duties, and responsibilities by the Board, e.g., the adoption of policies, rules, regulations, and practices in furtherance of these powers, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement.

Section 3. Subject to the express terms of this Agreement, the Chapter recognizes and agrees that the District's powers, rights, authority, duties, and responsibilities include, but without limiting the generality of the foregoing, the exclusive right to manage its operation; to direct, select, decrease, and increase the workforce including to fill vacant positions or to leave them vacant indefinitely; to maintain discipline and efficiency of employees, subject to terms of the Agreement; to establish and change standards; to determine the qualifications of employees; the right to make all plans and decisions on matters involving its operations; to determine solely the extent to which the facilities of any department thereof shall be operated, the additions thereto, the removal of equipment, the outside purchase of products or services, the scheduling of operations, the means of processes of operations, the materials to be used, and the right to introduce new or improved methods and facilities, and to change or alter any existing methods and facilities; to regulate quality and quantity of services; and to otherwise take any actions desired to run the entire operation efficiently.

Section 4. The Chapter recognizes and agrees that the District retains its rights to amend, modify, or rescind policies and practices referred to in this agreement in case of emergency. The declaration of an emergency is solely within the discretion of the District. An emergency is considered a natural disaster, or other dire interruption of the District program. Where an emergency is declared, the District shall immediately notify and consult with the Chapter. The Chapter agrees it will abide by such emergency decisions of the Board during the time of their declared emergency.

Section 5. The District may, at its sole discretion, employ:

1. regular (probationary and permanent) part-time employees - - such persons are members of the bargaining unit but shall be subject to current restrictions on such positions, including but not limited to overtime pay, fringe benefits, and prorata leave accumulation;

2. student employees, who shall not be members of the bargaining unit - - the District shall adhere to Education Code provisions relative to employment of students as regards the protection of employee rights of bargaining unit members as defined by this Agreement and applicable law, and shall not result in the displacement of bargaining unit members.
3. substitute employees hired to fill positions for specified periods of time pursuant to Education Code Section 88003 - - such employees shall not be included in the bargaining unit, although they may (at the District's sole option) receive full benefits outlined in this Agreement. CSEA shall be notified in writing of the employment of a substitute or short-term employee or any change of his/her employment status;
4. short-term employees hired to fill positions for specified periods of time pursuant to Education Code Section 88003 - - such employees shall not be included in the bargaining unit, although they may (at the District's sole option) receive full benefits outlined in this Agreement. No short-term employee shall displace a bargaining unit member;
5. temporary employees whose positions are funded with categorical non-District revenues - - such employees shall be included in the Bargaining unit, but may be terminated subject to applicable law at the District's sole option.

ARTICLE 7
ORGANIZATIONAL RIGHTS AND RESPONSIBILITIES

Section 1. Access - Chapter officials shall have access to unit members before or after work or during authorized breaks.

Section 2. Distribution of Materials - The Chapter may distribute organizational literature on District property, including work areas, provided there is no interference with District business. No one shall be allowed to distribute materials in a manner which distracts employees while performing their duties.

Section 3. Posting/Distribution of Materials - The Chapter may use, without charge, CSEA designated bulletin board located in the CAB Building hallway by the Business Office, and the campus mail system for transmission of information or notices concerning Chapter matters, subject to the following conditions:

1. All postings or items for distribution, except individually addressed and sealed envelopes, shall contain:
 - A. date of posting or distribution,
 - B. identification of Chapter, and
 - C. authorization of Chapter President (or other agent if prior notice of delegation is provided to Superintendent-President).
2. No postage will be provided to the Chapter by the District.

Section 4. Employee Organization Contact Procedures

1. By January 15 of each year, the Chapter shall provide the Superintendent-President or designee the name(s) of recognized employee organization representative(s) authorized to discuss Chapter matters with the District and its employees.
2. One (1) CSEA classified employee, elected or appointed by CSEA, shall be granted paid release time for the purpose of attending all Health and Welfare Benefits joint powers agreement (JPA) Board of Directors meetings. The District will send a schedule of meetings related to the business of Health and Welfare Benefits joint powers agreement (JPA) Board and District Benefits Committee to the appointed Chapter representative.

Section 5. Use of Facilities - - Advance request for use of District facilities must be made in accordance with the established District procedure whenever an employee organization wishes to schedule use of a District facility to conduct Chapter meetings and related activities. The Chapter may use institutional facilities at times which do not interfere with the instructional program, prior scheduled community use of facilities or scheduled meetings or activities of the District. All such use shall be authorized by the Superintendent-President or designee in conformity with District policy on community use of District facilities.

There shall be no cost for the use of such facilities unless extra set-up or custodial charges are incurred by the District; in which case, CSEA will reimburse the District.

Section 6. Use of Telephone - - The Chapter agrees that it shall not use District telephones to make any long-distance or message unit calls, nor accept any such charges.

Section 7. Employee Roster/Lists - - The District agrees to provide the Chapter President, semi-annually, upon his/her written request, with the date upon which each bargaining unit employee was initially employed and assigned to his/her current class, past classifications, and dates of past classifications. This information will include all employees in the unit on the effective date of the Agreement, and shall be provided within twenty (20) days of receiving the written request.

Section 8. Release Time

1. No paid release time shall be used or granted the Chapter representative for negotiations preparation.
2. A maximum of four (4) authorized employee members of the Chapter's negotiating committee shall be released from their regular work duties, with pay, when negotiating meetings are scheduled during regular working hours of the employee members involved.
3. See Grievance Procedures (Article 19) for release time in grievance processing.

Section 9. Organizational Security

1. All present employees in the bargaining unit, or future employees in the bargaining unit, who are not already members of the CSEA shall, within sixty (60) days of the effective date of this Agreement, or within sixty (60) days of their date of employment, become members of CSEA, or in the alternative, pay to the CSEA each month a service fee in an amount equal to the regular monthly CSEA membership dues uniformly required of employees of the Board who are members of the CSEA. The payments hereunder shall be made by voluntary or involuntary payroll deductions or by direct payment to CSEA.
2. The Board, upon receiving a signed statement from the CSEA indicating that an employee has failed to comply with the conditions of Section 12, shall immediately notify said employee that his/her pay will be involuntarily reduced by the service fee referred to in Section 1 above.
3. If any provision of this Article is invalid under federal or state law, said provision shall be modified to comply with the requirements of said federal or state law.
4. The Board shall deduct from the pay of each employee from whom it receives authorization or from whom involuntary deductions are made pursuant to Section 2 above, the required amount for the payment of CSEA dues or service fees. Check off authorization for CSEA dues or service fees which were executed prior to the execution of this Agreement shall remain in full force and effect. Checked off dues or fees, accompanied by the list of employees from whom they have been deducted and the amount deducted from each, and by a list of employees who had authorized such deductions and from whom no deduction was made and the reason therefore shall be forwarded to the CSEA no later than thirty (30) days after such deductions were made.

5. If any employee does not have sufficient funds due him/her to provide for the payment of dues or service fees after all other authorized or mandatory deductions or garnishments have been made, no such sums shall be deducted and the CSEA shall assume the duty of direct collection from the employee. The CSEA shall assume the same responsibility in all cases where no deductions have been made because an employee's earnings are insufficient during any pay period to pay such dues or service fees.
6. The CSEA agrees that, in the event of litigation against the Board of Trustees, its agents or employees arising out of the implementation of this Article, the CSEA will co-defend and indemnify and hold harmless the Board of Trustees, its agents, or employees for any monetary award arising out of such litigation.
7. Any employee covered by this agreement who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership in, or financially support any employee organization as a condition of continued employment except that, once such an employee has submitted evidence to the parties which proves that he/she sincerely holds such beliefs, he/she will be required, in lieu of a service fee, to pay sums equal to such service either to a non-religious, non-labor organization or charitable fund exempt from taxation under Section 501 (c)(3) of Title 26 of the Internal Revenue Code, chosen by such employee from the following:
 - A. American Cancer Society
 - B. Easter Seal Society for Crippled Children and Adults
 - C. Hartnell Foundation

Evidence shall be presented to the parties to this Agreement that an employee belongs to such religious body within thirty (30) days from the date of this Agreement or his/her initial employment. Such employee shall provide proof on an annual basis to the District and CSEA that such payments have been made as a condition of continued exemption from the requirement of financial support to the exclusive representative. If an employee who holds conscientious objects pursuant to this section requests the employee organization to use the grievance procedure or arbitration procedure on the employee's behalf, the employee organization is authorized to charge the employee for the reasonable cost of using such procedure.

8. CSEA agrees that it shall furnish a "Certification Form" to the District, legally executed, certifying CSEA membership dues or service fee. Such certification shall be furnished annually or upon any change in such dues or service fee. The "Certification Form" must be mutually agreeable to both the District and CSEA.
9. A CSEA President or designee shall meet with each new employee at the orientation meeting or within the first 30 days of employment to explain the provisions of organizational security, any information concerning the advantages of belonging to the Association, and shall obtain from the employee a signed CSEA membership application.

The District shall make every effort to notify the CSEA President and Treasurer of new employee hire prior to the date of the orientation meeting. Notification shall include name, department, office phone number, and date, time and location of orientation. The

employee's signed CSEA membership application shall be submitted to Human Resources within 5 workdays from the date the document is signed.

10. The District agrees that during the life of this Agreement and to the extent the laws of the State of California permit, and as provided herein, the District will deduct one (1) month's current and periodic CSEA dues or service fee based upon the "Certification of Membership Dues and Service Fees" in uniform amounts, from the pay of each bargaining unit employee.
11. Changes in the amount of monthly uniform dues or services fees must be delivered to the District by CSEA at least thirty (30) calendar days prior to the day the pay warrant will be issued.
12. All sums deducted by the District shall be remitted to CSEA at the address given to the District by CSEA once each month. The District shall notify CSEA, with each remittance, the name of each employee and the amount of deduction.
13. All employees shall have their remittance for either CSEA dues or Foundation contribution submitted to the County Office of Education as soon as practicable and in no case later than the month following their date of hire.
14. The District shall not be liable to CSEA by reason of the requirements contained herein for the remittance or payment of any sum other than that constituting actual deductions made from the wages earned by the employee.

Section 10. Public Information - -The District agrees, upon request in writing by the Chapter President or person designated in writing by the Chapter President, to furnish the Chapter with a copy of any public document, budget, or financial material submitted to the Governing Board at a public meeting of said Board. The Chapter agrees to provide the District with a single copy of all written reports submitted to the Public Employment Relations Board (PERB).

Section 11. Organizational Grievances - - Notwithstanding Article 19, Section 1, Paragraph 2, the Chapter officers may file a grievance beginning at level IV of the grievance procedure, if they allege that a violation of organizational rights as defined in this article has occurred. Before filing such a grievance, the Chapter officers shall attempt to resolve their disagreement through informal consultations with the Superintendent-President or designee.

Section 12. Distribution of Contract - - Within forty-five (45) working days of Board ratification of this Agreement, the District shall post a copy of this Agreement on the District website and provide an electronic copy to the Chapter.

Section 13. If the District creates a committee including classified employee representation and the function of the committee is to study and make recommendations on matters within the scope of representation as it affects the classified employee bargaining unit represented by CSEA, the District shall consult with CSEA's President regarding the specific appointment prior to making the appointment. In any event, the appointee shall be a CSEA member.

ARTICLE 8 EVALUATION

Section 1. Each employee's immediate supervisor and/or the first level manager above the supervisor are responsible for evaluating the employee's performance, based upon their knowledge and/or personal observation. No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator. Any negative evaluation shall include recommendations for improvement. The employee shall have the right to review and respond to any evaluation.

An employee who desires to register disagreement with the content of an evaluation may take the following steps:

1. Record a statement of objection at the time of the evaluation conference with the immediate supervisor; or,
2. Submit a statement in writing within ten (10) working days of the conference. Such a statement shall be attached to and become a permanent addition to the evaluation document.
3. May request in writing within ten (10) working days a review of his/her evaluation by the rater's immediate supervisor. The rating will be changed only upon a finding by the supervisor that the rating was produced by mistake or fraud.
4. An unsatisfactory evaluation may be appealed to the next level supervisor who will have the final authority to amend, affirm, or reverse the evaluation or elements of the evaluation (for the definition of an unsatisfactory evaluation, see Article 8, Section 2.3, below.)

Section 2. Permanent employees will be rated every two (2) years on their anniversary date or more frequently, as deemed necessary by the immediate supervisor or first-level manager.

1. If a regular, non-probationary, employee may be receiving an unsatisfactory evaluation, the District shall hold a pre-evaluation conference ninety (90) days prior to the written evaluation. The employee shall be given a written improvement plan that clearly documents the actions to be taken to receive a satisfactory evaluation.
2. Annual step increments shall be withheld for unsatisfactory performance documented in the written evaluation and will not be granted until the receipt of a satisfactory evaluation.
3. A written unsatisfactory evaluation shall be defined as receiving a rating of one (1) or two (2) for a minimum of three (3) of the seven (7) performance factors listed on the performance appraisal and objective plan.
4. Sixty (60) calendar days after an unsatisfactory evaluation is placed in the personnel file, a follow-up evaluation shall be written. The evaluation will be based on the pre-evaluation improvement plan and additional objectives listed on the evaluation that recorded the unsatisfactory performance.
5. The District will not use the evaluation in a discriminatory or unfair manner.

Section 3. A new regular full-time or part-time employee in the bargaining unit shall be in probationary status for a period of nine (9) working months. An evaluation of such an employee shall be submitted prior to the expiration of the fourth (4th) and eighth (8th) working months. The rating will include a recommendation regarding continued employment or dismissal of the employee.

Section 4. It is the District's prerogative to evaluate any employee at any time in the event the employee has either exhibited below-standard work performance or exceptional work performance.

Section 5. A signed copy of each evaluation shall be placed in the employee's permanent file with a copy given to the employee. All employee evaluations are confidential.

Section 6. Notwithstanding any other provision of Article 8, Evaluation, or Article 21, Grievance, a member of the bargaining unit may file a grievance relative to specific alleged violation of the procedures used in the evaluation of the employee. It is hereby agreed, however, that the specific content of any evaluation is not subject to the grievance procedure.

Section 7.

1. Personnel files shall be kept by the District. All such files shall be kept in confidence and may be available for inspection only by the Board of Trustees in closed session, management employees of the District, the employee, and his/her designated representative. Such designation shall be in writing. Access to pre-employment confidential records may not be granted to the employee or his/her representative.

The Chapter agrees to indemnify, defend, and hold harmless the District against any claims or suits against the District or its agents arising from the scope of, or from misrepresentation of, such representative authorization.

2. An employee may review the contents of his/her file and respond to any non-confidential pre-employment documents in the file. Such review/response shall be undertaken upon the employee's own time, or during duty hours with the approval of the employee's supervisor.
3. The District shall maintain a log in each personnel file indicating those persons who have examined the file; such log to include name(s) of person(s) making the examination and the date.
4. An employee may request, in writing, not more than once per year, to obtain a copy of all non-confidential pre-employment material in his/her personnel file. The District shall provide such material within five (5) working days.

Section 8. The Philosophy and Purpose of Classified Staff Evaluation is:

1. To identify and commend effective performance.
2. To counsel and assist employees to improve performance.

3. Appropriately documenting the basis for commendation, and/or concerns of job performance.

Section 9. Criteria for Evaluation and Assessment.

The Hartnell College district shall provide for evaluation and assessment of CSEA employees competency as it reasonably relates to each of the following:

1. Performance of the task/duties assigned per job description.
2. Maintenance of professional and effective attitude toward job performance, working with other staff, faculty, and students, interaction with the public, attendance and work habits including dressing appropriately for the position.
3. The evaluation and assessment shall be based upon the supervisor's observation of the employee's work product and/or third party substantiated observation.
4. The person submitting the evaluation shall arrange a meeting with the unit member to discuss and give specific recommendations and direction as a means of improvement to correct deficiencies.

Section 10. Personnel Files.

No materials derogatory to a unit member's conduct, service, character, or personality shall be placed into the unit member's file unless the unit member has been notified in accordance with Education Code § 87031

The unit member shall have the right to attach a written response within 10 working days to any materials regardless of the nature of the materials. Failure to comply will result in the materials being permanently removed from the unit member's files.

**ARTICLE 9
PAY AND ALLOWANCES**

Section 1. Wages

1. Bargaining unit employee job classifications are set forth in Appendix "A" and incorporated herein. Appendix "D-1" sets forth the 2005/06 EPMC salary schedule and is incorporated herein. The 2005/06 EPMC salary schedule reflects a 3% pay increase over the 2004/05 EPMC salary schedule.

Appendix "D-2" sets forth the 2006/07 EPMC salary schedule and is incorporated herein. The 2006/07 EPMC salary schedule reflects a 5% pay increase over the 2005/06 EPMC salary schedule.

Effective July 1, 2007, the District proposes to increase salaries by the 2007-08 state funded COLA not specifically designated for other purposes such as supplies or part-time salaries.

2. Any shift differential provided for by this Agreement shall be paid in addition to the regular rates of pay. All regular pay, including differentials, shall be payable on or before the last working day of the month on which the Business Office of the District is open.
3. All paychecks of bargaining unit employees shall itemize all pay and dollar allowances and all deductions.
4. Any payroll errors shall be reported in writing to the Vice President/Administrative Services or designee for correction. The District shall, within five (5) working days initiate a good-faith effort with the County to expedite a corrected payment to the employee. A payroll error grievance shall be initiated at Level III of the grievance procedure, Article 21.

Any salary or benefit payment error resulting in an overpayment to an employee shall be corrected by the District through deduction of the overpayment from the next paycheck (after discovery of the overpayment). In the event deduction of the full overpayment from one paycheck would decrease the corrected net pay in that paycheck in excess of 20 percent (20%), the full overpayment shall be recovered by the District through deductions from the next months' paychecks, with no deduction to exceed 20 percent (20%) of the employee's corrected net pay. The above notwithstanding, the District may recover the full overpayment from the next paycheck in cases of emergency or in cases where the employment of the person is terminating either voluntarily or involuntarily.

5. Any paycheck for any bargaining unit employee which is lost after receipt, or which is not delivered within five (5) days of mailing, if mailed, shall be replaced forthwith after filing of an affidavit by the employee that the warrant was lost or destroyed and payment by the employee of a "stop payment" charge.

Section 2. Anniversary Dates and Annual Increments

1. The anniversary date for new employees hired, and for current employees promoted to a higher salary range after the ratification of this Agreement, shall be as follows:
 - A. If hired or promoted between the first and fifteenth of the month, inclusively, the anniversary date shall be the first of such month.
 - B. If hired or promoted between the sixteenth and thirty-first of the month, inclusively, the anniversary date shall be the first of the following month.
2. The anniversary dates for all bargaining unit employees, as of the date of ratification of this Agreement, shall remain as recorded in accordance with prior terms of this Agreement until modified by Paragraph 1 above.
3. For bargaining unit employees working fewer than twelve months, the anniversary date shall be delayed annually by the number of months of unpaid annual leave.
4. Annual increments earned, shall be awarded on the first day of the month following the employee's completion of twelve months of paid service. Annual step increments shall be withheld for unsatisfactory performance documented in the written evaluation and will not be granted until the receipt of a satisfactory evaluation.

Section 3. Promotion - - Bargaining unit employees shall not be required to take an equal or a lower salary (excluding shift differential) due to step placement upon promotion to a higher classification.

Section 4. Mileage

1. Use of Private Vehicles - - Bargaining unit employees who use private vehicles (auto or truck) for official business with prior approval of their supervisor, shall be reimbursed for mileage at the mileage reimbursement rate allowed by the Internal Revenue Service without attribution to the employee's income. Reimbursement shall be made pursuant to standard college mileage claim forms, signed by the employee's immediate supervisor.
2. Automobile Insurance - - The District shall provide bargaining unit employees using a District vehicle or a private vehicle on official business, automotive insurance coverage of personal liability and property damage in an amount of two million dollars (\$2,000,000.00) to act as secondary coverage. Each bargaining unit employee shall be required to show adequate evidence of insurance before the District will allow the employee to use district vehicles or private vehicles on college business.
3. Mileage Compensation During Temporary Assignments - - Bargaining unit employees required to work at a work site on temporary assignment which is more than five (5) 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 at the amount established in this Agreement for reimbursement for mileage. All mileage shall be reimbursed pursuant to standard District claim forms, signed by the employee's immediate supervisor.

Section 5. Meals and Lodging - - Bargaining unit employees who are required by work assignment to be absent from the District, shall be reimbursed for actual and necessary expenses incurred as part of the work assignment. Reimbursements shall be made pursuant to standard college claim forms, approved by the employee's immediate supervisor or first level manager.

Section 6. Uniforms - - The District shall pay the full cost of purchase or lease/rental of all uniforms, safety gear, and identification devices required by the District to be worn by bargaining unit employees.

Section 7. Other Expenses - - The District may reimburse unit employees for other expenses related to their employment, provided prior approval is granted by the immediate supervisor.

Section 8. Merit Pay - - Both parties agree to establish a task force of CSEA employees and management to examine ways to improve the merit pay process.

Section 9. PERS Contribution - - Effective July 1, 1995, the District contribution toward any increase in the current statutory PERS contribution rate shall not be automatically adjusted upward but shall instead be subject to negotiations as part of the total compensation package.

Section 10. Longevity - - After completion of years 10 and 15, bargaining unit employees receive two (2) longevity steps at years 11 and 16 consisting of 2.5% each commencing with the 1995-96 year.

Section 11 – Tuition Waiver

The District and CSEA agree to establish a tuition waiver program for bargaining unit members that will be implemented for the Spring 2007 Semester. Contract language will include reimbursement to the District of expenses from participants who leave District employment with one (1) year of receiving the waiver, as well as a procedure which both assures ease of use by the participating employees and minimizes administrative burden to implement this benefit.

ARTICLE 10
WORK OUT-OF-CLASSIFICATION

Section 1. An employee in this bargaining unit may be required to perform duties which are inconsistent with those of the employee's job description for a period of time which is limited to five (5) full working days within a fifteen (15) calendar day period.

Section 2. An employee in the bargaining unit shall not be required to perform duties of a higher level/nature which are not prescribed by the Governing Board unless the duties reasonably relate to those of the employee's job description for any period of time which exceed five (5) working days within a fifteen (15) calendar day period except as provided herein.

Section 3. An employee in the bargaining unit may be assigned by his/her immediate supervisor to perform duties of a higher level/nature for a period of more than five (5) working days, provided that his/her salary is adjusted upward for the entire period he/she is assigned to work out-of-classification. The assignment must be made by the immediate supervisor in writing on a "Notice of Personnel Action" form, and approved by the Vice-President of Administrative Services or designee.

Section 4. If an employee in the bargaining unit is assigned as set forth in Section 3 hereinabove, such employee's salary shall be adjusted upward by two (2) ranges or the first step of the range for the higher position in which the employee is required to perform; whichever is higher for the entire period the employee is assigned to perform such work.

Section 5. If the employee requests out-of-class pay and is denied by the immediate supervisor, the employee may utilize the grievance procedure through Level 4. In lieu of Level 5 of the grievance procedure, the Tripartite Committee described below in Section 6 shall be implemented.

Section 6. A bargaining unit employee alleging that his/her immediate supervisor is requiring that he/she perform duties of a higher level/nature which do not reasonably relate to those of the employee's job description and in the absence of a "Assignment to Work out-of-Classification" form for any period which exceeds five (5) working days within a fifteen (15) calendar day period must continue to perform such required work until resolution of the allegation has been made by a Tripartite Committee. One member of the Committee shall be appointed by the CSEA Chapter President, one member shall be appointed by the employee's area manager with the mutual agreement of CSEA and the District, and one member will be the Director of Human Resources and Equal Employment Opportunity. Within ten (10) working days of the written request for a hearing, the Committee will meet and review the evidence and appeal. The Committee's findings and recommendation shall be forwarded to the Superintendent/ President within ten (10) working days of the hearing. The Superintendent/President will announce his/her final binding decision in writing within twenty (20) working days of receiving the Committee's findings and recommendation. Copies of the decision will be provided to the affected employee, the CSEA Chapter President, and the Director of Human Resources and Equal Employment Opportunity. If the

decision is in favor of the employee, the District will insure appropriate payment during the succeeding pay period.

Section 7. An employee in the Bargaining Unit who works in an unencumbered bargaining unit position, for a period of 9 months shall have the right to permanency in that classification.

ARTICLE 11 HOURS AND OVERTIME

Section 1. Workweek

1. The regular workweek for full-time bargaining unit employees shall consist of forty (40) hours of work. Normally, the member shall work five (5) consecutive days, Monday through Friday, but other work days may be assigned to meet the needs of the District.
2. This section shall not prohibit an individual bargaining unit employee and the District from agreeing to a ten (10) hour/day, four (4) consecutive days workweek in writing as a normal workweek, nor restrict the District from shifting the entire operation to a four (4) day, ten (10) hour/day schedule.

If the District proposes to shift the entire operation of any office to a four (4) day, ten (10) hours per day schedule, it shall notify all the employees of that office at least ten (10) work days prior to making the shift change and, upon request by CSEA, shall consult with CSEA upon the matter.

3. The regular workweek for part-time bargaining unit employees shall be 20 hours or more per week, but less than 40 hours per week.

Section 2. Workday

1. The workday for each bargaining unit employee shall be established by the District in accordance with provisions of this Agreement. A full-time employee shall not be assigned regular working hours which include a workday of less than three (3) hours. Upon initial employment and each change in classification, the employee shall receive a copy of the applicable job description, a specification of the monthly salary applicable to the position, a statement of the employee's supervisor and worksite, regularly assigned work shift, hours, days per week, and months per year, and shall be given reasonable advance notice of any change in his/her work schedule.
2. This section shall not preclude the immediate supervisor/District from agreeing in advance to a temporary adjustment of workday being made at the request of the employee, nor prohibit the immediate supervisor from making a temporary change in workday not to exceed three (3) days, upon 24 hour notice.
3. The parties hereto recognize and agree to the controlling effect of sections 88035 and 88036 upon regular part-time bargaining unit employees who work a minimum of thirty (30) minutes per day in excess of the regular part-time assignment for a period of twenty (20) consecutive working days or more.
4. When additional hours are to be assigned to a part-time position in the bargaining unit on a regular permanent basis, the assignment shall be offered to the part-time employees in the appropriate job classification within that office or department with the greatest seniority with the District. If such employee declines the added hours, the added hours shall be offered to the remaining part-time employees in the appropriate classification within that office or department in descending order of seniority with the District.

Section 3. Work Year - - The work year of all bargaining unit employees shall be established by the Board (in compliance with law) for each employee, relative to the needs of the District. Each bargaining unit employee shall be assigned fixed annual work year consisting of number of months of service. The employee shall be given reasonable advance notice of any change in his/her work year, unless said change has been deemed an emergency.

Section 4. Lunch Periods - - The District shall establish an unpaid, uninterrupted lunch period of not less than one-half (1/2) hour for each bargaining unit employee working five (5) or more consecutive hours per day. Lunch period shall be scheduled by the employee's immediate supervisor at or about the midpoint of the work shift.

Section 5. Rest Periods - - The District shall provide one paid non-accumulative 15 minute rest period for each four (4) hours of consecutive period worked, at the time approved by the immediate supervisor, at or about the midpoint of the four hours of consecutive work period, but not during the first or last hour of the workday.

Section 6. Overtime

1. All overtime for full-time bargaining unit employees authorized or knowingly permitted by the immediate supervisor (who is not in the bargaining unit) shall be compensated at the rate of one and one-half (1.5) multiplied by the regular rate of pay. Pay for overtime shall be paid as "other pay". Supervisors shall attempt to give reasonable advance notice of required overtime. Volunteers from among available qualified employees will be solicited. If there are no volunteers, the Supervisor will consult with the employee on his/her personal conflict with the needed overtime prior to requiring the employee to work overtime. Except in cases where overtime must be worked on the same day as assignment of the overtime is made, the Supervisor will give the employee at least 24 consecutive hours prior notice of assignment of overtime.
2. Overtime includes:
 - A. Work on a holiday, whether as part of the bargaining unit employee's normal workweek or as required and authorized by their supervisor.
 - B. Work in excess of eight (8) hours in any one (1) day, except as provided in paragraph 4 below.
 - C. Work in excess of forty (40) hours during any workweek.
 - D. Overtime shall be paid for any work performed on the sixth and seventh day for employees working five (5) consecutive days per week and having an average workday of four (4) or more hours per day.
 - E. Overtime shall be paid for any work performed on the seventh day for employees having an average workday of less than four (4) hours per day.
3. The established workweek for bargaining unit employees shall be from 12:01 a.m. on Sunday to 12:00 midnight the following Saturday. For the purpose of computing the hours worked, time during which the bargaining unit employee is excused from work

because of holidays, sick leave, vacation, or other paid leave of absence shall be considered as time worked by the bargaining unit employee.

4. When a bargaining unit employee has a regularly scheduled workweek consisting of some days in excess of eight (8) hours, but totaling forty (40) hours per week or less, overtime shall be paid only for those hours worked in excess of ten (10) hours in any one day, or forty (40) hours in any one week.
5. Call Back Time -- All bargaining unit employees called to work on a day or at a time outside their regular schedule shall receive pay for a minimum of three (3) hours or the actual number of hours worked, whichever is greater. The rate of pay (i.e. regular or overtime) shall be determined by Article 11, section 6, "Overtime" and all applicable State and Federal laws/codes.
6. The District shall make every reasonable effort to distribute overtime and call-in/call-back time equitably within the affected classifications within the department.
7. Standby Time - - Any unit employee who is asked to be on standby by their immediate supervisor, shall be compensated at an overtime rate of three (3) hours for every twenty-four (24) hours standby duty. If, while on standby, the employee is asked to report, he/she shall not be paid for standby, but will receive compensation pursuant to Paragraph 6 of Section 6, Article 11.
8. Compensating Time Off
 - A. Bargaining unit employees may be granted, by their supervisor, compensatory time off for overtime work at the same prorated ratios as overtime cash payment. Such requests for compensatory time off (rather than overtime pay) shall be submitted in writing to the immediate supervisor within five (5) working days following the day the overtime was worked.
 - B. Compensatory time shall be taken at a time mutually acceptable to both employee and the supervisor, within three (3) months of the date earned. If compensatory time is not taken within the approved time, the bargaining unit employee shall be paid as "other pay" with the next supplemental pay period the amount of overtime earned, at the overtime rate in effect on the date of the overtime was worked. Extension may be granted by the Superintendent-President or designee, but in no case may more than twelve (12) months elapse between date of earning and date of taking compensatory time.

Section 7. Shift Differentials

1. All bargaining unit employees assigned on a regular scheduled basis to work 4 days/week with at least 3 duty hours between 6:00 p.m. and 12:00 p.m. shall receive additional monthly pay of five percent (5%) of base pay and shall be employed at the differential rate for all hours worked. All bargaining unit employees assigned on a regular scheduled basis to work at least 3 duty hours between 1:00 a.m. and 6:00 a.m. shall receive additional monthly pay of six percent (6%) of base pay and shall be employed at the differential rate for all hours worked. Employees may not qualify for both differentials,

but shall be paid at the higher rate. Bargaining unit employees will not be denied the shift differential due to temporary reassignment to shifts not qualifying for differential pay.

2. All bargaining unit employees whose regular workweek includes days which do not qualify for shift differential pay shall receive (on a monthly basis) differential pay for those assigned shifts which include at least 3 duty hours between 6:00 p.m. and 12:00 a.m. (midnight) or between 1:00 a.m. and 6:00 a.m. (as set forth under Paragraph 1 above). Irregular (emergency) assignment to shifts calling for differential pay will be granted on the same prorated basis as set forth above and be treated as "Other Pay" and paid monthly on the supplemental payroll.
3. Split Shift Differential - - Compensation - - All bargaining unit employees whose assigned work schedule contains one (1) or more periods of unpaid time exceeding two (2) hours of continuous duration shall receive, in addition to any shift differential, a 5% premium differential payment.

**ARTICLE 12
LAYOFF**

Section 1.

A. Employees in the classified service shall be subject to layoff for a lack of work or lack of funds.

B. Whenever a classified employee is laid off, the order of layoff within the classification shall be determined by length of service. The employee who has been employed the shortest time in the classification, plus higher classification(s), shall be laid off first. If the above seniority computation process results in two or more employees having equal seniority, the employee having the latest hire date within the District shall be laid off first of such employees.

If the above seniority computation process results in two or more employees having equal seniority, the employee having the latest substitute date within the District shall be laid off first of such employees. If two or more employees in the same classification still have equal seniority, the determination of which of such employee(s) shall be laid off first shall be determined by lot.

(Val) /
Paragraph 2
(King City
& Tamberly)
Advance
Notification

Section 2.

A classified employee subject to layoff shall be given written notice delivered personally or by registered mail not less than thirty ~~(30)~~ days prior to the effective day of such layoff and shall be supplied with a copy of Section 3 herein. A complimentary copy of the notice will be provided to CSEA. The failure to serve proper notice to the employee shall invalidate the layoff; however, nothing herein provided shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries of classified employees, nor a layoff for lack of work resulting from causes not foreseeable or preventable by the Governing Board, without such notice.

43

45 days 88 117

Section 3.

1. An employee who has received a layoff notice in one classification who has previously served in a lower class shall be able to move back to such lower classification, at the option of the employee and upon timely written notice to the Superintendent-President if such employee's seniority, as determined pursuant to 1.B hereinabove, is greater than any employee serving in such lower classification.
2. An employee who has received a layoff notice in one classification shall be able to move to a lower classification in a related series, at the option of the employee and upon timely written notice to the Superintendent-President if such employee's seniority, as determined pursuant to 1.B hereinabove, is greater than any employee serving in such lower classification and if the employee meets the minimum qualifications in the current job description for such classification.
3. The layoff notice shall contain each of the following:
 - A. A statement of the effective date of layoff;

- B. A statement of the employee's re-employment rights;
- C. A date, time, and place of a scheduled meeting with the Superintendent-President or designee and the employee to discuss the employee's displacement rights; such meeting shall be within five (5) working days of mailing of written notice of layoff. A CSEA representative has the right to attend such meeting.

4. Laid off bargaining unit employees shall be entitled to accrued pay and unused vacation pay. Such pay shall be issued at the next scheduled payroll after the last day of the employee's work assignment performed.

5. An employee who moves back to a lower classification pursuant to 3.A or 3.B of this Article shall be placed at the salary step of the lower classification which equals the salary step the employee would have earned had the time served in the higher classification(s) been served in the lower classification, i.e., the accumulation of length of service in the classification moved back to plus higher classification(s).

Section 4.

- A. "Length of Service," for services commencing or continuing after July 1, 1971, means all hours in paid status, whether during the school year, a holiday, recess, or during any period that a school is in session or closed, but does not include any hours compensated solely of an overtime basis.
- B. "Hours in paid status" shall not be interpreted to mean any service performed prior to entering into a probationary or permanent status in the classified service of the District except service in restricted positions as defined in the California State Education Code.
- C. "Layoff" shall not mean termination for cause or as a result of disciplinary action.
- D. "Timely" means within five (5) business days of personal delivery of, or within ten (10) business days of registered mailing of, a written layoff notice depending upon method of notice.
- E. "Higher classification" means a classification with a higher monthly salary range.
- F. "Lower classification" means a classification with a lower monthly salary range.
- G. "Related classification" means a classification which is included with other classifications as set forth in Appendix "F" and is therefore related only to other classifications, if any, within the same series.

**ARTICLE 13
HOLIDAYS***

Section 1. The remaining holidays shall be as follows for the remainder of this Agreement.

Legal Holiday

Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Admission Day (in lieu)
Christmas Day
Holiday**
New Year's Day
Holiday**
Martin Luther King Jr. Day
Lincoln's Birthday
Washington's Birthday
Memorial Day
Personal Holiday

** The scheduling of the dates of these floating holidays will be negotiated on a year-by-year basis.

Section 2. When a holiday falls on a Sunday, the following Monday shall be deemed to be a holiday in lieu of the day observed. When a holiday falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.

Section 3. Should a holiday as enumerated above or any other day designated by the Governing Board as a public holiday occur while an employee is absent from work because of sick leave, vacation, or any other paid leave of absence, the holiday shall not be deducted from other paid leave of absence.

Section 4. Employees who work a 40-hour week shall be entitled to same number of holiday hours, regardless of whether they work Monday through Friday or some other shift. Employees who work less than 40 hours per week, but more than 20 hours per week, shall be entitled to a prorated number of holiday hours dependent upon the number of hours worked as a percentage of a 40-hour work week.

Section 5. When a holiday falls on a non-work day for a bargaining unit employee working 40 hours per week other than Monday through Friday and the holiday is one of those enumerated above, the employee is entitled to 8 hours off with pay; such hours are to be scheduled with approval of his/her supervisor within three (3) months of the holiday.

Section 6. When a member is required to work on any paid holiday as defined in this Agreement, he shall be paid compensation or given compensating time off for such work, in addition to the regular pay received for the holiday, at the rate of one and one half times the regular rate of pay. If the member does work and is paid overtime for working on a holiday, he/she shall not receive an additional day off.

Section 7 – Personal Holiday

A Personal Holiday may be taken as an individual day or in conjunction with other leave time (either immediately preceding or succeeding other leave.)

If a Personal Holiday is not taken within the fiscal year, it shall not accumulate for use in the next fiscal year.

Personal Holidays may be used only after approval of a written request to the employee's immediate supervisor in advance of the requested date. The supervisor will approve the Personal Holiday, contingent upon the needs of the District, and schedule the Personal Holiday for the employee. Changes to the Personal Holiday scheduled may be made with the mutual consent of supervisor and employee, or in the event of an emergency declared by the Superintendent/President.

ARTICLE 14 INSURANCE

Section 1. General - - The district will continue existing health and welfare benefits and carriers with the Monterey County Schools Insurance Group Joint Powers Agreement. The maximum district contribution for medical, dental, vision, life insurance, and travel/accident insurance, effective July 1, 2005 is \$1100 per month per qualified employee. Any difference between the cap of \$1100 per month and a lower monthly cost of the benefit package defined as within the cap is not refundable to the employee and/or Association. Also, should costs of that benefit package rise above the \$1100 per month cap, the district shall be obligated to pay only the \$1100 per month per qualified employee and the difference shall be automatically deducted from each qualified employee's monthly salary warrants.

For 2006-07, the district will continue existing health and welfare benefits and carriers with the Monterey County Schools Insurance Group Joint Powers Agreement. The maximum district contribution for medical, dental, vision, life insurance, and travel/accident insurance effective July 1 2006 is \$1200 per month per qualified employee. Any difference between the cap of \$1200 per month and a lower monthly cost of the benefit package defined as within the cap is not refundable to the employee and or the Association. Also, should cost of that benefit package rise above the \$1200 per month cap, the district shall be obligated to pay only the \$1200 per month per qualified employee and the difference shall be automatically deducted from each qualified employee's monthly salary.

For 2007-08, the district will continue existing health and welfare benefits and carriers with the Monterey County Schools Insurance Group Joint Powers Agreement. The maximum district contribution for medical, dental, vision, life insurance, and travel/accident insurance effective July 1, 2007 is \$1300 per month per qualified employee. Any difference between the cap of \$1300 per month and a lower monthly cost of the benefit package defined as within the cap is not refundable to the employee and or the Association. Also, should cost of that benefit package rise above the \$1300 per month cap, the district shall be obligated to pay only the \$1300 per month per qualified employee and the difference shall be automatically deducted from each qualified employee's monthly salary.

"Qualified Employee" shall mean an employee regularly scheduled to work more than thirty (30) hours per week.

Section 2.

The Health and Welfare benefits described in Section 1 above are as follows:

Monterey County School Insurance Group - Plan #4236

Delta Dental - Group #7014-2198

Vision Service Plan - Plan B

Fortis – Policy #6207133

Section 3.

District shall pay, for the duration of this Agreement only, for the following insurance coverage for each qualified employee:

Long Term Disability

UNUM Life Insurance Company of America
Policy #370905

Section 4. Continuation of Benefits

1. Bargaining unit employees on paid leave shall continue to receive insurance coverage as specified.
2. Qualified employees in the bargaining unit who are assigned a work year of ten (10) months or more shall receive insurance coverage as specified in Sections 2 and 3 of this article during the non-working period of each year.
3. Bargaining unit employees on unpaid leave extending beyond thirty (30) calendar days, shall not receive insurance coverage as specified. Such coverage shall terminate on the last day of the month of the employee's service with the District.
4. Bargaining unit employees who are on unpaid leave may continue fringe benefit insurance coverage by paying full cost of all premiums at the beginning of each month of such unpaid leave.
5. Fringe benefits shall terminate upon resignation or termination of employment of any bargaining unit employee.
6. Upon the death of a bargaining unit employee, the District shall provide continuation of the benefits specified in Section 2 of Article 14, for the eligible dependents, through the end of the month next following ninety (90) days from the date of death of such bargaining unit employee.
7. Employees who are regularly assigned to work at least twenty (20) hours per week but no more than thirty (30) may, if allowed by the carrier, participate in the District's health insurance programs at their expense, provided arrangements satisfactory to the District's Business Office are made to prepay (example: payroll deduction) for such benefits. Part-time employees may elect to participate in the benefits program at their expense only at the time of initial employment and during the annual open enrollment period. Participation is limited to the full health and welfare benefits package.

Section 5. Medical/Dental Benefits - - Retired Employees - - For bargaining unit employees retiring May 25, 1977 or later, the District will provide in the same manner provided current employees coverage as set forth in Article 14 for any retiree who meets the following conditions:

1. Retiree must have minimum of ten (10) years full-time service with this District.
2. Retiree will receive one (1) year's benefit for each two (2) years with the District not to exceed five (5) years' benefits.

3. Employee must be minimum age sixty (60) at retirement. Coverage would be provided from date of retirement through age sixty-five (65).
4. If the retiree is under age sixty (60) and has the minimum ten (10) years service, the retiree must pay District and employee premiums from date of retirement until age sixty (60), at which time District-paid coverage will be provided to age sixty-five (65). If the individual retiree fails to pay for his/her coverage between date of early retirement and age sixty (60), the District will not be obligated to provide coverage at age sixty (60) through the age of sixty-five (65) years.
5. All retirees must advise the District within thirty (30) days of their retirement of their desire to exercise this benefit. The Superintendent-President or designee may at his/her sole discretion, provide for extension of the thirty (30) day period. Failure to so notify and pay premiums monthly in advance to the District will result in a loss of said benefit.

Section 6. The parties agree to the creation of a joint labor-management committee composed equally of District representatives and bargaining unit employees. A proportionate number of CSEA bargaining unit employees will be appointed by CSEA. This committee shall meet periodically to research and review proposed and existing insurance programs to ensure that quality and cost effectiveness criteria are maintained. The committee shall meet periodically with insurance providers to determine that benefits are being accorded as required by the various benefit programs. Notwithstanding Article 3 of this Agreement, the Chapter agrees to meet and negotiate, at the request of the District, on the sole issue of health insurance rates and benefits.

**ARTICLE 15
VACATIONS**

Section 1. Unit members are entitled to vacation allowance with pay and the district highly encourages them to take their vacation within the year it is earned.

1. Unit employees working forty (40) hours per week on a twelve (12) month basis shall earn vacation leave as follows:
 - A. One (1) month through third (3rd) year (36th month) of paid status - - twelve (12) days.
 - B. Fourth year (4th) year (37th month) through seventh (7th) year (84th month) of paid status - - fifteen (15) days.
 - C. Eighth (8th) year (85th month) through eleventh (11th) year (132nd month) of paid status - - eighteen (18) days.
 - D. Twelfth (12th) year (133rd month) and over of paid status - - twenty-one (21) days.
Employees in category C. currently earning 20 days shall be grandfathered at 20 days until they move to category D. (21 days).
2. Members working less than forty (40) hours per week on a twelve (12) month basis shall earn vacation leave as follows:
At the same ratio as their work schedule bears to the allowance of an employee whose work year is twelve (12) months.
3. Members working less than twelve (12) months/year shall earn vacation time in accordance with Paragraph A. of this section, at such time as their total months worked equal or exceed years and hours of service equivalent to requirements for the twelve (12) month employees.

Section 2. No vacation leave may be used before it has been credited.

Section 3. Employees must begin work on or before the fifteenth (15th) day of the month in order to earn vacation allowance for that month. To count the last month of service for vacation allowance, the employee must have worked beyond the fifteenth (15th) day of the month.

Section 4. Vacation allowance will not be credited until an employee has completed six (6) consecutive months of employment.

Section 5. All requests for vacation leave shall be submitted in writing no later than two weeks (14 calendar days) prior to the effective date of the vacation. The supervisor will approve the vacation, contingent upon the needs of the district, and schedule the vacation leave for the employee. Changes to the vacation schedule may be made with the mutual consent of supervisor and the employee, or in the event of an emergency declared by the Superintendent/President.

Section 6. Upon separation from College employment, vacation allowance accrued but unused shall be paid at the regular salary rate existing on the separation date, provided the employee has completed six (6) consecutive months of employment. If an employee is re-employed after termination, he/she shall accrue vacation under Section 1 as if he/she were a first time employee unless violative of the Education Code.

Section 7. Vacation leave may accrue up to 240 hours. No vacation leave shall accrue beyond 240 hours unless an employee's written request for vacation has been denied in writing by the supervisor, prior to the effective date of the requested leave. The district shall allow the leave to accrue beyond the 240 hours, or pay the employee for the hours in excess of 240 hours in the following pay period, if the supervisor denies vacation leave prior to its effective date. The supervisor shall forward a copy of the request for leave and denial of that leave to the Office of Human Resources.

Section 8. Unit employees with sixty (60) months or more of service with the District may, with permission of the Superintendent-President or designee, interrupt or terminate their vacation for the purpose of commencing sick leave or injury leave.

Section 9. If a unit member is not permitted, due to District needs, to take full accumulated vacation, the amount not taken shall accumulate for use in the next fiscal year. In no case, however, may an employee accrue more than thirty (30) days vacation leave, unless specifically approved by the Superintendent-President or designee.

Section 10. No employee may normally take vacation leave in excess of twenty (20) consecutive working days without having scheduled the leave at least six (6) months in advance, and/or, with approval of the Superintendent-President or designee.

Section 11. The Office of Human Resources shall provide each employee a report of his or her accrued sick leave and vacation leave by November 15 and May 15 of each academic year.

Section 12. Mandated vacation will not be deducted from pay if the employee does not have enough accrued vacation; unless the persons' employment is terminated and they have not earned the vacation that has been used. Mandated vacation used but unearned will be deducted from vacation days that will be earned in the future.

Section 13. If more than one employee requests vacation at the same time and all requesters, in the opinion of the supervisor, cannot be granted vacation during the period, vacation shall be scheduled based on the earliest original District hire date.

**ARTICLE 16
LEAVES OF ABSENCE**

Section 1. Absence Without Leave

1. A permanent or probationary employee may, within ninety (90) days of the effective date of such separation, file a written request with the District for reinstatement; provided, that if the Director of Human Resources and Equal Employment Opportunity has notified the employee of his or her automatic resignation, any request for reinstatement must be made in writing and filed within fifteen (15) days of the service of notice of separation. Service of notice shall be made personally or by certified mail. Reinstatement may be granted only if the employee makes a satisfactory explanation to the Superintendent-President as to the cause of the employee's absence and his/her failure to obtain leave therefore, and the Superintendent-President finds that the employee is ready, willing, and able to resume the discharge of the duties of his/her position or, if not, that he/she has obtained consent to a leave of absence to commence upon reinstatement.

Section 2. Bereavement Leave

1. A bargaining unit employee may be granted, without loss of salary or other benefits, leave of absence not to exceed three (3) working days, or five (5) working days if travel in excess of 300 miles is required, per occurrence on account of death of any member of the employee's immediate family.
2. "Member of the immediate family, " as used in this section means the mother, father, grandmother, grandfather, or grandchild of the member or of the member's spouse, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, step-father, step-mother, step-brother, step-sister, step-children, brother-in-law, sister-in-law, or any immediate relative living in the immediate household of the member.
3. Additional leave may be requested under personal necessity leave.

Section 3. Court Appearances

1. When regularly called in the manner provided by law for jury duty or as a witness in cases where employee is other than a litigant, bargaining unit employees shall be granted a leave of absence without loss of pay for the time the employee's regularly assigned working hours.

The district will grant a leave of absence without loss of pay for judicial appearances when an employee is called to appear in court other than as litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about through connivance or misconduct of the employee.

2. Request for jury duty, or witness leave must be made by presenting the official court summons to the employee's immediate supervisor and to the District payroll office through regular administrative channels prior to the absence.
3. Reimbursement to the District of any monies earned as a juror, or witness, except mileage, shall be made by the bargaining unit employee.

4. A member regularly called for jury duty shall not be encouraged in any way to seek exemption from such duty nor shall they be discriminated against in any way for not seeking such exemption.
5. Employees are required to return to work during any day in which jury services are not required.
6. The District may require verification of jury duty or witness time prior to providing compensation.

Section 4. Personal Necessity Leave

1. A unit member may be granted a maximum seven (7) working days leave of absence in any school year without loss of pay, in cases of personal necessity except as hereinafter stated. Such leaves shall be deducted from the employee's accumulated sick leave.
2. Personal necessities include: A. death or illness of a member of the employee's immediate family; B. an accident involving the employee's person or property, or the person or property of a member of the employee's immediate family; or C. appearance in court as a litigant or a witness under official order.
3. "Immediate family" will be interpreted to mean the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, step-father, step-mother, step-brother, step-sister, step-child, or any relative living in the immediate household of the employee.
4. Notwithstanding Paragraph 2 of this section, if a bargaining unit employee has accumulated more than ten (10) days of sick leave, such employee may request personal necessity leave for reasons not included in the definition in Paragraph 2. Such request shall be submitted to the Human Resources Director in advance stating the reason for the request. This reason may be stated orally if the unit member indicates a need for confidentiality. The Human Resources Director has sole discretion to approve such requests and may authorize the use of not more than two (2) days per year to be charged against the maximum seven (7) days provided for in Paragraph 1 of this section.

This leave specifically does not include any recreational use nor any use related to present or prospective employment. Such leave as applied for, used, and/or granted must be on matters which cannot be accomplished other than during the employee's regular working hours or deferred to a more convenient date or time to accommodate the regular work schedule.

5. Reasonable notice in advance is required for personal necessity leave, and approval of the Superintendent-President or designee must be obtained prior to the leave payment being processed.

Section 5. Industrial Accident or Illness Leave

1. Members shall receive sixty (60) working days leave with pay in any one fiscal year for an industrial accident or illness. An industrial accident or illness is defined as one where the employee becomes ill or is injured while they are serving the District, and the

accident or illness is reported to the State Compensation Insurance Fund in accordance with their regulations, and the State Compensation Insurance Fund accepts responsibility for the treatment of the employee.

2. Industrial accident or illness leave will commence on the first (1st) day of absence. Allowable leave shall not be accumulative from year to year. When an industrial accident or illness occurs at a time when the full sixty (60) working days will overlap into the next fiscal year, the employee shall be entitled to a maximum of sixty (60) working days for the same illness or injury, and shall not be eligible to use a subsequent fiscal year's sixty (60) working days.
3. Payment for wages lost on any day shall not, when added to an award granted the employee under the workmen's compensation laws of this State, exceed the normal wage for the day. Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of when a compensation award is made under workmen's compensation.
4. The industrial accident or illness leave of absence is to be used in lieu of entitlement acquired under Section 88191 of the State Education Code. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used. However, if an employee is receiving workmen's compensation, he/she shall be entitled to use only so much of his/her accumulated or available sick leave, accumulated compensating time, vacation, or other available leave, which, when added to the workmen's compensation award, provide for a full day's wage or salary.
5. During all paid leaves of absence, whether industrial accident leave as provided in this section, sick leave, vacation, compensated time off, or other available leave provided by law, or the action of the Board, the employee shall endorse to the District wage loss benefit checks received under the workmen's compensation laws of this State. The District, in turn, shall issue the employee appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions. Reduction of entitlement to leave shall be made only in accordance with this section.
6. When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of the position, he/she shall, if not placed in another position, be placed on a re-employment list for a period of thirty-nine (39) months. When available, during the thirty-nine (39) month period, the employee shall be employed in a vacant position in the class of his/her previous assignment over all other available candidates except for a re-employment list established because of lack of work or lack of funds, in which case he/she shall be listed in accordance with appropriate seniority regulations. An employee who has been medically released to return to duty and fails to accept an appropriate assignment shall be dismissed. The Board shall require certification by the attending physician that the employee is medically able to return to and perform the duties of his/her position.
7. Any employee receiving benefits provided in this section shall, during periods of injury or illness, remain within the State of California unless the Board authorizes travel outside the State.

8. Upon formal written petition of the employee, the Board reserves the right, in its sole discretion based on each individual case and facts presented, to grant an employee extension of leave of absence for industrial accident or illness leave.

Military Leave of absence will be allowed according to Federal and State Statutes.

Section 7. Pregnancy/Paternity Leave

1. Leave of absence in the nature of sick leave may be granted for any employee who is required to be absent from duties for disabilities caused by or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom.

The beginning and ending dates of such sick leave will be determined by the employee and her physician, with written certification required from the physician at the beginning of the leave of absence, to verify that illness or disability is a specific consequence of pregnancy, miscarriage, childbirth, or recovery therefrom. In those instances where the ending date of the pregnancy disability is expected to exceed six (6) weeks following the birth or miscarriage and the Superintendent-President or his/her designee reasonably suspects that six (6) weeks or less is sufficient time for recovery from a disability, the District may require another verification by the employee's physician or may require the employee to be examined by a doctor selected by the employee from a panel of five doctors. In the event the District requires an examination by a panel member, it shall be at the District's expense, and the employee's physician may be in attendance at the examination. If the District's employee health plan will not cover the cost of the attendance of the employee's physician, the employee will pay the cost.

At the request of the employee and at the discretion of the Board of Trustees, additional leave may be granted for the school year or a portion thereof following childbirth, or the expiration of sick leave entitlement, whichever comes first. If such a discretionary maternity leave of absence is requested, the request shall be made in writing to the Superintendent-President at least six (6) weeks prior to the beginning date of the leave. No compensation in terms of salary and fringe benefits will normally be paid during such leave. However, the Board retains the authority set in the Education Code to grant additional leave of absence with pay where, in the judgment of the Board, paid leave of absence is justified.

When the employee returns to service from maternity leave granted at the discretion of the Board of Trustees, the employee's salary shall be that which would have been received had she not been absent from service to the District, provided that she has rendered service to the District for forty percent (40%) of the school year in which the leave was taken.

This section shall be construed as requiring the Board of Trustees to grant leave with pay only when it is necessary to do so, in order that leaves of absence for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, or recover therefrom be treated as leaves for illness, injury, or disability.

2. Paternity leave with pay, not to exceed one (1) day, will be granted male bargaining unit employees when the spouse of the employee is confined for maternity purposes. Such leave shall be charged against sick leave.

Section 8. Sick Leave

1. Bargaining unit employees employed forty (40) hours/week shall be entitled to eight (8) hours of sick leave per month of service during the fiscal year. Bargaining unit employees employed less than forty (40) hours/week shall be entitled to sick leave in proportion as the number of hours per week worked is to 40. No overtime worked shall apply towards earning or accruing sick leave.
2. Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day. Credit for leave of absence need not be accrued prior to taking such leave by the employee and such leave of absence may be taken at any time during the year. New employees of the District shall not be eligible to take more than six (6) days or the proportionate amount to which they may be entitled under this policy, until the first (1st) day of the calendar month after completion of six (6) complete months of active service with the District.
3. A new employee must start work on or before the fifteenth (15th) of the leave month in order for that month to be counted in computing sick leave.
4. Sick leave may be accumulated indefinitely and without limitation. At termination of employment, unused sick leave shall not be reimbursed. However, nothing herein shall preclude the use of unused sick leave as credit toward retirement, pursuant to PERS rules and regulations at the time of retirement.
5. Sick leave may be used for visits to medical doctors, dentists, podiatrists, optometrists, chiropractors, chiropractors, psychiatrists, psychologists, acupuncturists, physical therapists, Christian Science practitioners, and pastors. Such leave shall be reasonably scheduled so as to interfere as little as possible with operations of the District and shall be of reasonable duration.
6. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as a condition of illness.
7. Members must be in active employment or on paid leave to earn or use sick leave. Sick leave may be applied only on those days when the bargaining unit employee is required to report for duty but cannot do so because of illness or injury.
8. Where a member is separated prior to rendering a complete fiscal year of service, the sick leave entitlement for the partial year shall be that proportion of the days credited under Paragraphs 1 and 2 of this section, as the number of months in the fiscal year he/she was employed bears to those days credited. Days or hours of sick leave used in excess of those to which he/she is entitled shall be deducted from final salary payment.
9. Employees must notify their immediate supervisor in advance of any scheduled absence due to medical or dental appointments provided in Subsection 5.
10. Accumulated sick leave may not be taken as vacation.
11. Only that period of illness immediately prior to the death of any employee is claimable as sick leave benefit by the estate.

12. On July 1st of each year, each bargaining unit member shall be credited with a total of one hundred (100) non-accumulative work days of paid sick leave, to be used for a non-work related illness or injury which necessitates the employee's absence from work on a continual basis, for an extended period of time. The one-hundred (100) days working sick leave benefit commences running after the exhaustion of the current year's sick leave entitlement and runs concurrently with the use of other full paid sick leave. Each day of these one hundred (100) non-accumulative work days of paid sick leave shall be compensated at the rate of not less than fifty percent (50%) of the employee's regular salary.
13. Verification Related to Use of Sick Leave - - In order to protect against wrongful use of sick leave or to determine whether an employee is capable of performing his/her duties without risking his/her health, whenever the Superintendent-President or his/her designee reasonably suspects wrongful use of sick leave or inability of an employee to perform his/her duties without risking the employee's health, the Superintendent-President or his/her designee may require an employee to provide verification of the need for and/or use of sick leave, including a certification from the employee's physician that the employee was examined on or before the day of the absence and found to be ill or injured to such a degree that the employee should not work on the day of absence. The District may also require an employee to be examined by a licensed health care professional retained by the District in order to verify the need for and/or use of sick leave or the employee's fitness to return to duty. The District shall not use this authority arbitrarily or capriciously or for disciplinary action.
14. If the District business office determines that it is administratively feasible, the District shall provide employees quarterly with an updated report of their accrued sick leave.
15. The Human Resources Director may direct an employee to take sick leave if he/she determines after an evaluation by a physician selected and paid for by the District that the employee has restricted ability to carry out his or her duties due to illness or disability.
16. A member who is absent due to illness or injury for five (5) or more consecutive days shall provide a physician's verifications of illness or injury.

Section 9, Leaves of Absence - - A regular employee who has exhausted all entitlement to sick leave, vacation, compensatory time off, and all other available paid leave and is absent because of a non-industrial injury or illness shall be placed on a reemployment list for 39 months.

If, at any time during the prescribed 39 months, the employee is able to assume the duties of his/her position, he/she shall be reemployed in the first vacancy in the classification of his/her previous assignment. His/her reemployment will take preference over all other applicants except for those laid off for lack of work or funds, in which case he/she shall be ranked according to his/her proper seniority. Upon resumption of his/her duties, the break in service will be disregarded and he/she shall be fully restored as a permanent employee.

Section 10. Unpaid Leaves of Absence

1. Bargaining unit employees may be granted a short, unpaid personal business leave of five (5) days upon the sole discretion of the Superintendent-President or designee when the employee demonstrates that the nature of the leave request represents an urgent condition of necessity to be absent from normal work duties. This period may be extended only by the Superintendent-President or designee as allowed by Education Code 88195 and 88196.

Section 11. Break in Service

1. Bargaining unit employees on an approved paid leave of absence provided by the provisions of this article shall not be considered to have a break in service.
2. Except as provided elsewhere in this article, any unpaid leave of absence longer than thirty (30) calendar days shall be considered a break in service. During such a break in service, seniority, anniversary date, transfer rights, insurance benefits, vacation, and sick leave accrual shall be suspended. Upon return from such break in service, the above shall be restored, effective upon said date of return.

Section 12. If a leave of absence is requested to commence in the future and is denied by the employee's supervisor, the employee may, within five (5) working days, request the second level supervisor to review the denial action. Unless the denial was based primarily upon non-relevant factors or mistake, the immediate supervisor's determination shall be sustained.

Section 13. Well Days/Hours

1. Bargaining unit employees earn well time/hours as follows:
 - A. An employee who uses less than one-third (1/3) of his/her sick leave earned between January 1 and June 30 shall earn one-sixth (1/6) of the number of hours normally earned pursuant to Article 16, Section 8.1.
 - B. An employee who uses less than one-third (1/3) of his/her sick leave earned between July 1 and December 31 shall earn one-sixth (1/6) of the number of hours normally earned pursuant to Article 16, Section 8.1.
2. Bargaining unit employees earned well time/hours shall be credited as follows:
 - A. Well time/hours earned pursuant to Article 16, Section 13.1A herein above shall be credited to the employee on July 1.
 - B. Well time/hours earned pursuant to Article 16, Section 13.1B, herein above shall be credited to the employee on January 1.
3. Bargaining unit employees may use well time/hours as follows:
 - A. No well day/hour may be used before it has been credited.
 - B. Bargaining unit employees must begin work on or before the fifteenth (15th) day of the month in order to earn well days/hours for that month. To count the last month of service for well days/hours, the employee must have worked beyond the fifteenth (15th) day of the month.

- C. Well days/hours may be used only after advance of mutual agreement between the employee and his/her immediate supervisor. The only criterion to be used by the immediate supervisor in determining when well days/hours may be used is to attempt to minimize interruption of District work needs.
- D. If a bargaining unit employee is not permitted, due to District needs, to take his/her desired well days/hours, the amount not taken shall accumulate for use in the next fiscal year. In no case, however, may the bargaining unit employee accrue more than five (5) days of well time/hours, unless specifically approved by the Superintendent/President or designee.
- E. Upon separation of the bargaining unit employee from District employment, well days/hours accrued but not used shall be paid at the regular salary rate existing on the date of separation, provided the employee has completed six (6) months of employment. If a bargaining unit employee is re-employed after termination, he/she shall earn well days/hours as if he/she was a first time employee.
- F. Well days/hours must be taken within twelve (12) months after the date it is credited. Well days/hours earned but not taken will be lost unless special permission is granted by the Superintendent-President or designee.

ARTICLE 17
CATASTROPHIC SICK LEAVE

Catastrophic leave is sick leave donated by unit members, to be used by a unit member who has been absent from work for an extended period of time due to medical necessity and who has exhausted all leaves.

Eligibility Criteria:

1. Deposits to the Catastrophic Leave Bank:
 - A. No unit member may donate sick leave credits unless he or she has a minimum of fifteen (15) equated days of leave accrued.
 - B. The unit member, at his/her option, may donate only the available accrued days above fifteen (15) days.
 - C. All donations will be made in increments of one (1) or more days and will not exceed five (5) equated days in any twelve (12) month period.
 - D. All transfer of sick leave will be irrevocable.
 - E. No sick leave credit may be transferred or donated to the bank after the member has submitted his or her intent to retire or resign.
 - F. The 100 (one-hundred) days of non-accumulative sick leave at fifty per cent (50%) pay is not transferable.

2. Withdrawals from the Catastrophic Leave Bank:
 - A. The unit member must have exhausted all paid leave entitlements before he/she may receive any catastrophic leave.
 - B. A unit member who receives paid sick leave pursuant to this provision shall use any such leave credits that he/she continues to accrue on a monthly basis prior to receiving paid catastrophic sick leave credits.
 - C. The maximum amount of donated credit that may be used by one individual under this section shall be ninety (90) work days within a twelve (12) month period.
 - D. Catastrophic leave credits shall not be used for an illness or injury which qualify for workman's compensation benefits.
 - E. Credits shall not be considered available leave for the purposes of qualifying for PERS retirement or disability.

Applicant's Responsibility:

The unit member who is eligible for the use of catastrophic leave shall apply in writing to the Director of Human Resources and Equal Employment Opportunity in the following manner:

- A. Request the leave by writing a narrative statement when it is apparent that the member's existing leave will be exhausted before the member is able to return to work.

- B. Attach a physician's statement that the member is unable to work due to an extended medical condition that incapacitates him or her and that the condition is likely to last for a specified period of time.

District's Responsibility:

- A. The District will request donations for the catastrophic leave, a minimum of two (2) times per year, and at any time the account balance diminishes.
- B. The District shall maintain the Catastrophic Leave bank and provide forms for members to use who wish to donate credits to the bank.
- C. The Distribution of the leave credits shall be approved and authorized by the Superintendent-President in consultation with the Director of Human Resources and Equal Employment Opportunity and the Chapter President.

ARTICLE 18
PARKING

Section 1. Regular full-time and part-time employees shall be provided necessary documentation to permit parking in currently designated staff parking areas. Only the employee issued the documentation shall use the parking area under such authorization. If designated staff parking areas are full, the employee may park in the student parking areas.

ARTICLE 19
TRANSFERS

Section 1. Voluntary Transfers

1. The District shall post job announcements for filling vacant bargaining unit positions on the District website and at the Human Resources and Equal Employment Opportunity office. The CSEA President shall be notified of each such announcement. .
2. Any permanent bargaining unit employee eligible to transfer may file a letter of interest with the District on or before the final filing date of the recruitment. Any permanent employee on leave or vacation may authorize CSEA or its officers to file a letter of interest on his/her behalf.
3. Members of the bargaining unit may at any time request transfers to positions within their current classification or related lower classes which are within the recognized bargaining unit. Such requests shall include class title requested, the number of hours the employee desires, the specific work location desired, and the maximum number of months per year the employee is willing to work.
4. Consideration will be given to all candidates who meet the established qualifications for the vacancy. Seniority among employees applying shall be a factor in selection proceedings. However, the final selection is within the sole discretion of the management of the District.
5. If the employee voluntarily requests and is granted a transfer to a lower classification in a related field, the employee will be placed on the appropriate range and current step for the position involved.
6. If the employee voluntarily requests and is granted a transfer to a lower classification in an unrelated field, the employee will be placed on the beginning range and step for the position involved.
7. Denial of a transfer requested is not grievable under Article 21, Grievance Procedure, of this Agreement. The District will provide the employee, upon request by the employee, with a statement of the reason(s) for the denial.

Section 2. Promotion

1. Bargaining unit employees who apply for promotion to other positions, who meet minimum qualifications, shall be given first consideration in their application for the promotion. Final selection is within the sole discretion of the management of the District.
2. If a permanent bargaining unit employee of the District applies for and receives a transfer to a different position of equal or higher classification, the employee shall be considered probationary in the new position for a period of six (6) months. In the event said employee is unsuccessful in the new position, he/she shall be entitled to reinstatement to the original position.

Section 3. Probationary Employees - - If a probationary bargaining unit employee applies for and is appointed to another position with the District, the employee shall be considered

probationary in the new position for a period of nine (9) months from date of appointment to the new position, as if he/she were a new employee, and he/she shall not have any claim to reinstatement to his/her original position.

Section 4. Involuntary Transfer - - An involuntary transfer is a transfer within the same class at the request of the District. An involuntary transfer shall not be made for punitive, arbitrary, or capricious reasons. Specific reasons for the transfer shall be provided to the employee and CSEA. Written notice shall be given to the employee and CSEA of an involuntary transfer at least ten (10) working days prior to the transfer unless there is an emergency.

Section 5. Work Site Transfers - - The principal work site for District employees is Salinas, California, either the campus at 156 Homestead Avenue or the agricultural facility on East Alisal Street. Notwithstanding Section 7 of this article, employees may be assigned to any location on either site as needed by the District.

Section 6. Temporary Assignments - - Members within the bargaining unit may be assigned on a temporary basis, not to exceed thirty (30) working days, to any site location within the College District. (See Article 9, Section 4, Paragraph 3.)

ARTICLE 20
CLASSIFIED DISCIPLINE

All employees shall have the right to representation at any evaluation or at any point in the process.

1. Release from Employment of Probationary Employees

- A. Probationary employees are subject to release from employment during the probationary period.
- B. Prior to release from employment, the Director of Human Resources and Equal Employment Opportunity will meet with the employee to notify the employee of his/her status.
- C. The employee will have no right to a hearing nor right to appeal the Superintendent-President's action.
- D. Any grievance or outside administrative action filed, whether on the release from employment or for any other reason, shall not operate to extend the probationary period.
- E. Failure by the District to evaluate the employee consistent with the established timelines will not operate to void the release from employment, nor will it serve to extend the probationary period.
- F. A probationary employee shall be evaluated in the probationary period before he/she is released, if the employee is released after the fourth (4th) month of employment.

2. Personnel Action Against Permanent Classified Employees

- A. As used herein, "personnel action" shall mean suspension without pay, demotion, reduction of pay step in class, or dismissal.
 - 1. As a matter of record, an employee may file a written response to a letter of reprimand within ten working days of the date he or she received the letter.
- B. In addition to any disqualifying or actionable causes otherwise provided for by statute or by policy of this District, each of the following job-related actions constitutes cause for personnel action against a permanent classified employee.
 - 1. Knowingly falsifying any information supplied to the District, including but not limited to, information supplied on application forms, employment records, or any other District records.
 - 2. Incompetency.
 - 3. Inefficiency.
 - 4. Neglect of duty.
 - 5. Insubordination.
 - 6. Dishonesty.
 - 7. Drinking alcoholic beverages while on duty or in such close time proximity thereto as to cause any detrimental effect upon the employee on the job or upon employees associated with him/her on the job.

8. Addiction to the use of narcotics, possession of narcotics, or being under the influence of narcotics during working hours.
 9. Absence without leave.
 10. Conviction of a felony, conviction of any sex offense made relevant by provisions of the Education Code, or conviction of a misdemeanor which is of such nature as to adversely affect the employee's ability to perform the duties and responsibilities of his/her position. A plea of guilty, or a conviction following a plea of nolo contendere, is deemed to be a conviction within the meaning of this section.
 11. Immoral conduct.
 12. Discourteous treatment of the public, students or other employees.
 13. Improper political activity as governed by the federal and state law.
 14. Willful disobedience.
 15. Misuse of District property.
 16. Violation of District, Board, or departmental rule, policy or procedure.
 17. Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee's class or specification or otherwise necessary for the employee to perform the duties of the position.
 18. Physical or mental disability which disability precludes the employee from the proper performance of his/her duties and responsibilities as determined by competent medical authority, except as otherwise provided by contract or by law regulating retirement of employees.
 19. Any other failure of good behavior either during or outside of duty hours which is of such nature that it causes discredit to the District or his/her employment.
- C. Except as defined in (B, 19), above, no personnel action shall be taken for any cause which arose prior to the employee's becoming permanent, nor for any cause which arose more than two (2) years preceding the date of the filing of the notice of cause unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.
- D. The Superintendent-President or his designee may initiate a personnel action as defined herein against a permanent classified employee.
- E. In all such cases involving a personnel action, the person initiating said action shall file a written recommendation of personnel action with the secretary of the Board of Trustees (the Superintendent-President, if the designee is the initiator; if the Superintendent-President initiates the action, his/her signing of the document is the filing). A copy of the recommendation shall be served upon the employee either personally or by registered or certified mail, return receipt requested, at the employee's last known address. The recommendation shall include:
1. a statement of the nature of the personnel action (suspension without pay, demotion, reduction of pay step in class, or dismissal);
 2. a statement of the causes therefore as set forth in (B), above;

3. a statement of the specific acts or omissions upon which the causes are based. If a cause stated in (B, 16), above, is alleged, the rule, policy, or procedure violated shall be set forth in the recommendation;
 4. a statement of the employee's right to appeal from the order and of the manner and time within which his/her appeal must be filed, and;
 5. a card or paper, the signing and filing of which shall constitute a demand for hearing and a denial of all charges.
- F. In any case where it has been determined that formal recommendation of personnel action should be made against a permanent classified employee and that continuation of the employee in active present status after a written recommendation of such personnel action has been issued would result in an unreasonable risk of, or threat to, students, staff, or work place, fostering of disharmony, or an impediment to the efficient operations of the District during the time the proceedings are pending, the Superintendent-President may order the personnel action into effect immediately, on an interim basis, as part of the formal recommendation of personnel action. Such order shall be contained in the formal recommendation of personnel action.

Except in cases of emergency where the employee must be removed from the premises immediately, at least five (5) calendar days prior to the effective date of any order of immediate interim implementation of personnel action issued in conjunction with any recommendation of personnel action involving suspension without pay for more than five (5) days, demotion, reduction in pay step in class or dismissal, the Superintendent-President shall give the employee written notice of the proposed recommendation of personnel action, including notice that an order of immediate interim and reasons for the proposed action, a copy of any materials upon which the proposed action is based, and the right to respond either orally or in writing to the initiating party prior to the issuance of the final recommendation and order of immediate interim implementation. Any response made by the employee shall be considered by the initiating party prior to issuing any recommendation and order. In the event emergency circumstances require removal of the employee from the worksite immediately, such notice and right to respond shall be provided to the employee at the earliest reasonable time after his/her removal from the premises.

In any case where the recommended personnel action is a suspension without pay for five (5) work days or less, the Superintendent-President may order the suspension into effect immediately on an interim basis, but shall either during the suspension or within five (5) work days thereafter give the employee written notice of the action including the causes and reasons therefore, a copy of the charges and any materials upon which the action is based, and a right to respond either orally or in writing to the person who ordered the suspension in effect.

- G. The employee may, within seven (7) calendar days after receiving the recommendation of personnel action described in (E) above, appeal by signing and filing the card or paper included with the recommendation. Any other written document signed and appropriately filed within the specified time limit by the employee shall constitute a sufficient notice of appeal. A notice of appeal is filed only by delivering the notice of appeal to the office of

the Superintendent-President during the normal work hours of that office. A notice of appeal may be mailed to the office of the Superintendent-President but must be received or postmarked no later than the time limit stated herein.

If the employee against whom a recommendation of personnel action has been filed fails to file a notice of appeal within the time specified in these rules, the employee shall be deemed to have waived his/her right to appeal, and if the person making the recommendation has not already ordered the personnel action into effect on an interim basis, the person making the recommendation may order the recommended personnel action into effect immediately, and such action shall be reported to and made subject to ratification by the Board of Trustees. A copy of such order shall be served upon the employee by registered or certified mail, return receipt requested, and a copy shall be delivered to the Board of Trustees for approval or ratification by the Board.

- H. At any time before an employee's appeal is finally submitted to the Board of Trustees or to a hearing officer for decision, the person making the recommendation may, with the consent of the Board or hearing officer, serve on the employee and file with the Board, an amended or supplemental recommendation or personnel action. If the amended or supplemental recommendation presents new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare his/her defense thereto. Any new causes or allegations shall be deemed denied, and any objections to the amended or supplemental causes or allegations may be made orally at the hearing and shall be noted in the record.
- I. The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Board of Trustees or hearing officer and the availability of counsel and witnesses. The employee shall be entitled to appear personally, produce evidence, and have counsel and a public hearing. The initiating party may also be represented by counsel. The procedure entitled "Administrative Adjudication," commencing at Section 11500 of the Government Code, shall not be applicable to any such hearing before the Board or a hearing officer. Neither the Board nor a hearing officer shall be bound by rules of evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made or approved by the hearing officer or the Board.
- J. Any suspensions invoked under these rules against any one person in the classified service for one or more periods shall not aggregate more than ninety (90) calendar days in any twelve (12) month period; provided, however, this time limitation is inapplicable to cases in which personnel action of dismissal is modified by the Board of Trustees to a suspension.
- K.
 - 1. The appeal shall be heard by a hearing officer unless the Board of Trustees directs that the appeal be heard by the Board. In any case in which the Board hears the appeal, the Board may utilize the services of its counsel or a hearing officer in ruling upon procedural questions, objections to evidence, and issues of law. If the appeal is heard by the Board, it may affirm, modify, or revoke the recommendation of personnel action and any order of immediate implementation of personnel action issued with the recommendation of personnel action.

2. If the appeal is heard by a hearing officer, he/she shall prepare a proposed decision in such form that it may be adopted by the Board of Trustees as the decision in the case. A copy of the proposed decision shall be received by the Board. A copy shall also be furnished to each party within ten (10) days after the proposed decision is received by the Board. The employee shall be furnished the copy prior to the Board taking final action on the proposed decision. The Board may:
 - a. adopt the proposed decision in its entirety;
 - b. reduce the personnel action set forth therein and adopt the balance of the proposed decision;
 - c. reject a proposed reduction in penalty, approve the penalty sought by the initiating party or any lesser penalty, and adopt the balance of the proposed decision; or
 - d. reject the proposed decision in its entirety.
 3. If the Board of Trustees rejects the proposed decision in its entirety, each party shall be notified of such action and the Board may decide the case upon the record including the transcript, with or without the taking of additional evidence, or refer the case to the same or another hearing officer to take additional evidence. If the case is assigned to a hearing officer, he/she shall prepare a proposed decision as provided in subdivision (K,2), above, upon the additional evidence and the transcript and other papers which are part of the record of the prior hearing. A copy of such proposed decision shall be furnished to each party within ten (10) days after the proposed decision is received by the Board.
 4. In arriving at a decision or a proposed decision on the propriety of the proposed penalty, the Board of Trustees or the hearing officer may consider the records of any prior personnel action proceedings against the employee in which a personnel action was ultimately sustained and any record contained in the employee's personnel file, only if such records were introduced into evidence at the hearing.
 5. The decision of the Board of Trustees shall be in writing and shall contain findings of fact and the personnel action approved, if any. The findings may be stated in the language of the pleadings or by reference thereto.
- L. The decision of the Board of Trustees shall be delivered to the initiating party from whose recommendation the appeal is taken and shall forthwith be enforced and followed by him/her. A copy of the decision shall be delivered to the appellant or his/her designated representative personally or by registered or certified mail, return receipt requested. The decision of the Board of Trustees shall be final, and the Board's determination of the sufficiency of the cause for personnel action shall be conclusive and binding on the parties.

ARTICLE 21 GRIEVANCE PROCEDURE

Section 1. Definitions

1. A "grievance" is a formal written allegation by a member of the bargaining unit that he/she has been adversely affected by a violation of a specific article, section, or provision of this Agreement.
 - A. "Grievance" as defined in this Agreement shall be brought only through this procedure.
 - B. Actions to challenge or change the policies of the District as set forth in the rules and regulations or administrative regulations and procedures must be undertaken under separate processes.
 - C. Other matters for which a specific method of review is provided by law (such as CAL-OSHA), by the rules and regulations of the Board of Trustees, or by the administrative regulations and procedures of this District, are not within the purview of this procedure.
2. A "grievant" is an employee covered by this Agreement filing a grievance who must be paid status at the time of filing.
3. As used in this article, a "day" is any day in which the administrative offices of the District are open for business.
4. The "immediate supervisor" is the lowest level manager or supervisor who has immediate jurisdiction over the grievant and/or has been designated to adjust grievances. The "immediate supervisor" may not be within the same bargaining unit as the grievant.

Section 2. Time Limits

1. The grievant who fails to comply with the established time limits at any step shall forfeit all rights to further application of this grievance procedure relative to the grievance in question.
2. District failure to respond within established time limits at any step entitles the grievant to proceed to the next step.
3. Time is of the essence in all processing of grievances.
4. Time limits may be waived by mutual written consent of the parties.

Section 3. Procedural Steps

1. Informal
 - A. Within ten (10) days of the time an employee knew or should have known of the occurrence of the act or omission allegedly constituting a violation of this Agreement, the employee shall discuss with his/her immediate supervisor or designee the alleged violation.

2. Formal, Level I

- A. If a satisfactory resolution is not reached informally within twenty (20) days after the employee knew or should have known of the act or omission allegedly constituting a violation of this Agreement, the bargaining unit employee shall, within ten (10) days thereafter, present on the "Statement of Grievance Form," attached hereto as Appendix E, the grievance in writing to the immediate supervisor or designee. The statement shall include a clear, concise statement of the grievance, circumstances involved, the decision rendered at the informal conference, the specific article, section, or provision violated, and the specific remedy sought.
- B. The immediate supervisor or designee shall, within ten (10) days of receipt, communicate the decision in writing to the employee.
- C. Either the grievant or immediate supervisor may request a meeting within the above time limits.

3. Formal, Level II

- A. In the event the grievant is not satisfied with the decision of Formal Level I, he/she may, within ten (10) days after receiving the Level I response, appeal the decision on the appropriate form, Appendix E, to the next higher supervisor or designee. This statement should include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal.
- B. The next higher supervisor or designee shall communicate a copy of the appeal and his/her proposed decision in writing to the grievant within ten (10) days after receiving the appeal.
- C. Within the above time limits, either party may request a personal conference.

4. Formal, Level III

- A. If the grievant is not satisfied with the decision at Formal Level II, he/she may, within ten (10) days after receiving the Level II response, appeal the decision on the appropriate form to the appropriate dean, Vice President/Administrative Services, or their designee. The appeal shall include a copy of the original grievance and appeal, the decisions rendered, and a clear, concise statement of the reasons for the appeal.
- B. The appropriate dean, Vice President/Administrative Services, or designee shall communicate a copy of the appeal and a decision in writing to the grievant within ten (10) days after receiving the appeal.
- C. Within the above time limits either party may request a personal conference.

5. Formal, Level IV

- A. In the event the grievant is not satisfied with the decision at Formal Level III, he/she may, within ten (10) days after receiving the Level III response, appeal the decision

on the appropriate form to the District Superintendent-President or designee. This statement should include a copy of the original grievance, appeals, the decisions rendered, and a clear, concise statement of the reasons for the appeal.

- B. The Superintendent-President or designee shall communicate a copy of the appeal and his/her decision in writing to the exclusive representative and to the employee within twenty (20) days after receiving the appeal.
- C. Within the above time limits either party may request a personal conference.
- D. The decision of the Superintendent-President or designee shall be used as a precedent in any subsequent grievance involving the interpretation of the same section of this Agreement if the chapter has agreed to the decision. If no written objection is received by the Superintendent-President or designee within fifteen (15) days of his/her issuing a decision, it shall be presumed that the chapter has agreed to the decision.

6. Formal, Level V

- A. If the grievant and Chapter are not satisfied with the decision rendered pursuant to Formal Level IV, they may within ten (10) days after receiving the Level IV response, submit a request in writing to the Superintendent-President or designee for advisory arbitration of the dispute.
- B. Upon receipt of the written request, the Superintendent-President shall request the American Arbitration Association to supply a panel of five (5) names. A copy of this request shall be sent to the grievant and the Chapter officers. Within ten (10) days of the receipt of the panel of five (5) names, the Superintendent-President or designee, the grievant, and Chapter representative shall either mutually agree upon an arbitrator or notify the American Arbitration Association to select an arbitrator in accordance with its rules.
- C. The fees and expenses of the arbitrator and a court reporter, if required by the arbitrator, shall be shared equally by the District and the Chapter. Any additional expenses shall be borne by the party incurring such expenses.
- D. The rules of the American Arbitration Association shall govern the arbitration with the exceptions stated within this article. The arbitrator shall have no authority to add to, delete, or alter any provisions of this Agreement, but shall limit his/her decision solely to the application and interpretation of its provisions.
- E. The arbitrator shall conduct a hearing and submit his/her findings and recommendations in writing to the Board, the grievant, and the Chapter within thirty (30) days.
- F. The Board will review the written findings and recommendations of the arbitrator at the next regular Board meeting provided at least ten (10) days elapses between the issuance of the arbitrator's report and the Board meeting. If less than ten (10) days elapses between the issuance of the report and the next regular Board meeting, the report shall be reviewed at the subsequent regular meeting. This summary shall include a recommended solution to the grievance.

It is agreed that the Board will render a final and binding determination of the grievance.

Section 4. Other Provisions

1. Nothing contained herein shall deny to any bargaining unit employee his/her legal rights under state or Federal constitutions and laws.
2. No probationary member may use this grievance procedure in any way to appeal discharge or a decision by the Board not to renew his/her contract for employment.
3. No bargaining unit employee shall use this grievance procedure to appeal a Board decision if such decision is a result of a state or Federal regulatory commission or agency, or state or Federal law decision.
4. The grievant may be represented by a designee of the Chapter at any step of this grievance procedure. Neither the Board nor its representatives shall meet with any person acting as the representative of any employee group other than the Chapter on matters subject to this grievance procedure. District shall submit to the Chapter copies of any formal written grievance five (5) days after its filing.
5. Any grievance which occurs during the period of this Agreement shall be processed under the grievance procedure, even if this Agreement terminates before final resolution or action.
6. Any grievance which arose prior to the effective date of this Agreement shall not be processed under this procedure.
7. The grievant shall not be entitled to prepare and write grievances during his/her regularly scheduled hours of work. Such action may lead to a loss of pay.
8. The grievant and their representative shall be entitled to process a grievance during normal working hours with no loss of pay subject to the following conditions:
 - A. Maximum of two (2) hours per week for the grievant and two (2) hours per week for the grievant's representative.
 - B. Any bargaining unit employee acting as a representative for another in processing a grievance shall notify his/her own immediate supervisor at least twenty-four (24) hours in advance of any scheduled meeting to process a grievance.
 - C. The hours of released time shall be used only for scheduled meetings with appropriate management personnel as specified in the grievance procedure.
 - D. No representative shall be excused from duty under this article for more than four (4) hours/week.
9. A grievant may at any time withdraw a grievance by notifying his/her immediate supervisor in writing. Such action shall terminate all future action relative to this specific grievance.

ARTICLE 22
SAFETY

Section 1. The District shall make every attempt within the limitations of its financial capabilities to comply with the applicable health, safety, and sanitation requirements of local, state, and Federal governments.

Section 2. The District retains the right to suspend with or without pay for up to three (3) days a bargaining unit employee without warning when the health and welfare of students or other employees is endangered by the continued presence of the employee in the school district.

Section 3. Employees are obligated to report in writing to their immediate supervisor, immediately upon discovery, any condition which might be unsafe.

Section 4. No employee shall in any way be discriminated against as a result of reporting any unsafe condition.

ARTICLE 23
DISTRICT-CHAPTER COMMUNICATIONS

Section 1.

Either party to this agreement may request a meeting to discuss contract interpretation or to resolve a problem.

Meetings shall be held at times mutually agreeable to the parties.

Either party may request a special consultation meeting where they believe a resolution of a problem or problems may be feasible.

The party requesting a special meeting shall submit an agenda with sufficient detail to allow an understanding of the problem to be discussed or resolved; and the date, place, and time requested. The receiving party shall, within three (3) work days, notify the requesting party of agreement or non-agreement to the special meeting. Meetings shall be held at times agreeable to both parties.

ARTICLE 24
RECLASSIFICATIONS

Section 1. - - Any employee may request through CSEA and his/her immediate supervisor, a reclassification review based on his/her job duties suffered or permitted by the District. Either party may submit to the other the following:

1. The class or position to be reclassified.
2. The existing job description or class specification and salary placement.
3. The proposed job description or class specification and salary placement.
4. Employees affected and their proposed disposition.
5. The basis for the reclassification.

Section 2. Upon adoption of a revised classification duties by the Board, the District and CSEA agree to immediately meet to negotiate the effects of this reclassification. If as a result of that negotiation any salary adjustment is agreed to, it shall be retroactive to the latter of:

1. Effective date of Board revision of class duties, or
2. Assignment of person to the revised duties.

Section 3. Any new classification(s) added to the bargaining unit by this procedure shall be submitted to the PERB per Article 1, Section 4 of this Agreement.

ARTICLE 25
PROFESSIONAL GROWTH

Section 1. The policy of the District shall be to encourage continued and active participation on the part of classified employees in a program of professional growth activities designed to improve service to students, the District, and the personal development of the employee. Professional growth is designed as a continuous, purposeful program of study/training to retain and extend the high standards of the classified employees. The purpose of this program shall be:

1. To improve the standard of service of the classified staff;
2. To extend and constantly improve the standards of on-the-job performance;
3. To provide opportunities for personal growth and advancement and thereby exert a concerted effort to retain qualified classified personnel.

Section 2. - - The policy shall be interpreted and implemented as follows:

1. Professional growth credit shall be given for relevant unit credit collegiate level coursework. Credit may be obtained for non-collegiate coursework, but in order to obtain such credit, the employee must obtain prior approval of the work and a prior assignment of credit to such work (assuming successful completion) from the immediate supervisor and the Director of Human Resources and Equal Employment Opportunity.
2. Professional growth credit will be provided for coursework completed on the employee's own time. Released time for on-the-job training to participate in study/coursework, etc., shall not result in professional growth credit.
3. Professional growth credit shall be given only for that course work begun and completed subsequent to the effective date of the Agreement into which this proposal is incorporated.
4. All coursework for professional growth shall be job-related or related to advancement to another bargaining unit job and subject to prior approval of the employee's immediate supervisor and the Director of Human Resources and Equal Employment Opportunity. The burden of proof of job-relatedness falls on the employee making request for professional growth credit. All college-level course work (minimum - 3 semester unit course) in minority culture and its primary language, where use of such minority culture and language are a significant part of the employee's job, shall be deemed job-related; provided, however, prior approval of the course work (prior to commencement of the course work) by the District is required.
5. An appeal process would be established similar to that now operating with working out-of-class provisions of the Agreement.
6. Upon promotion of the employee to a new classification, the units completed for professional growth credit shall be reviewed by the new supervisor and the Vice President/Administrative Services.
 - A. If units were gained completing courses which provided employee with prerequisite skills for the new position, the professional growth credit will not be carried over.

- B. If the credit is not job-related to the new position, the credit will not be carried over.
- C. In both A. and B. above, the appeal process of Paragraph 5 shall apply.
7. The District shall have the right to require appropriate coursework as part of any professional growth program for an employee.
 8. An employee shall have three (3) years in which to complete any cycle of professional growth. Units will not be carried over if the cycle is not completed within the three (3) years.
 9. Upon completion of twelve (12) units (within the three-year timeline), the employee shall be eligible for the first step of the professional growth increment. Effective January 1, 1996, upon completion of nine (9) units (within the three-year timeline), the employee shall be eligible for the first step of the professional growth increment. If an employee started a cycle for an increment prior to January 1, 1996, the old 12 unit requirement will apply. The new 9 unit requirement will apply to cycles started on or after January 1, 1996.
 10. Upon completion of an additional twelve (12) units (within the three-year timeline), the employee shall be eligible for a second step of the professional growth increment. Effective January 1, 1996, upon completion of an additional nine (9) units (within the three-year timeline), the employee shall be eligible for an additional step of the professional growth increment. If an employee started a cycle for an increment prior to January 1, 1996, the old 12 unit requirement will apply. The new 9 unit requirement will apply to cycles started on or after January 1, 1996.
 11. Professional growth increment shall be a flat rate of \$50.00 per month per step. Any person receiving a professional growth increment at the rate of \$25.00 as of April 15, 1988, shall continue to be paid \$25.00 for the increment subject to paragraph 16 above and shall not receive \$50.00 for a professional growth increment unless and until an additional increment is earned after April 15, 1988. Anyone who has taken any units before April 15, 1988 but completes the necessary 12 units after April 15, 1988 shall receive the \$50.00 increment.

**ARTICLE 26
DURATION**

Section 1. The term of this Agreement shall expire June 30, 2008. Unless specifically provided otherwise in the terms of this Agreement, the articles of this Agreement shall be in full force and effect from 12:01 a.m. of the first workday immediately following legal ratification of this Agreement by the District Board of Trustees through and including June 30, 2008.

**HARTNELL COMMUNITY COLLEGE
DISTRICT***

**CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION – CHAPTER 470***

By: _____
Dr. Edward J. Valeau
Superintendent-President

Date: _____

By: _____
Margie Wiebusch,
President/Chief Negotiator

Date: _____

By: _____
Tamberly H. Petrovich
Chief Negotiator

Date: _____

By: _____
Al Grainger
Bargaining Team Member

Date: _____

By: _____
Ruth McMullen
Bargaining Team Member

Date: _____

By: _____
Sabrina Lawrence
Bargaining Team Member

Date: _____

By: _____
Paul Casey
Bargaining Team Member

Date: _____

By: _____
Eric Price
Bargaining Team Member

Date: _____

By: _____
Valarie E. Davis
Labor Relations Representative

Date: _____

*Original with signatures on file in Human Resources.

Ratified by CSEA, Chapter 470, on November 3 & 16, 2006.

Ratified by Board of Trustees, Hartnell Community College District, December 5, 2006

**HARTNELL COMMUNITY COLLEGE DISTRICT
CURRENT CSEA BARGAINING UNIT JOB CLASSIFICATIONS**

Position Title	Salary Range
Accountant _____	36
Accounting Assistant _____	21
Accounting Technician _____	25
Administrative Assistant _____	18
Admission and Records Technician _____	18
Assessment Technician _____	15
Athletic Equipment Attendant _____	21
Child Development Center Teacher _____	43
Clerical Assistant _____	14
Computer Lab Coordinator _____	28
Computer/Telephone Technician _____	35
Counseling Data Technician _____	15
Division Administrative Assistant _____	22
Disabled Students Programs and Services (DSP&S) Specialist _____	31
Electronics/Video Technician _____	33
English Instructional Assistant _____	15
EOPS/CARE Technician _____	18
Extended Opportunity Program and Services (EOP&S) Specialist _____	31
Financial Aid Specialist _____	31
Financial Aid Technician _____	18
Foundation Support Technician _____	20
Institutional Research Analyst _____	36
Institutional Research Assistant _____	15
Institutional Research Technician _____	20
Instructional Associate - Toolroom _____	21
Instructional Associate - Visual Arts _____	21
Instructional Operations Specialist _____	28
Instructional Operations Technician _____	28
Instructional Services Assistant _____	14
Instructional Specialist _____	23

Position Title	Salary Range
Instructional Technologist _____	37
Instructional Technology Technician _____	22
International Admissions Technician _____	18
International Student Advisor _____	44
Library Services Specialist _____	31
Library Technician _____	20
Library Technician, Senior _____	22
Marketing and Information Specialist _____	28
Mathematics Instructional Assistant – Learning Center _____	15
MESA Project Coordinator _____	36
Nursing Program Specialist _____	25
Offset Equipment Operator _____	19
Planetarium Coordinator _____	23
Program Assistant _____	31
Programmer Analyst _____	37
Programmer Analyst/Network Administrator _____	48
Programmer Analyst/Web Administrator _____	48
Purchasing Technician _____	21
Scholarship Assistant _____	18
School-to-College Coordinator _____	34
School/Community Relations Coordinator _____	34
Science Lab Technician _____	23
Secretary _____	16
Student Activities Coordinator _____	31
Student Development Assistant _____	18
Student Services Technician _____	20
Tutorial Center Coordinator _____	28
Warehouse Assistant _____	15
Warehouse Technician _____	20
Workforce & Community Development Coordinator _____	34
Workforce & Community Development Specialist _____	31

Appendix B

CSEA Dues and Service Fee Schedule

Information for New Members

The current CSEA dues structure is outlined in the CSEA State Bylaws, Article VII, Section 1. (a); "The per capita dues of the State Association shall be assessed at the rate of 1.5% of the first \$1,900 of monthly gross salary (exclusive of overtime but including longevity, professional growth and anniversary increments), but shall not exceed a maximum assessment of \$285.00 annually, in accordance with procedures as set forth below." In addition, each chapter may assess its own local dues.

Dues, fees, assessments, contributions or gifts to CSEA are not deductible as charitable contributions for federal tax purposes. Dues paid to CSEA, however, qualify as business expenses, and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Service.

As a member of CSEA you have rights and obligations spelled out in the *State Constitution and Bylaws*. Copies may be obtained upon request by writing to the CSEA Chief Financial Officer, P.O. Box 640, San Jose, CA 95106.

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

AUTHORIZATION FOR PAYROLL DEDUCTION

I hereby authorize Hartnell Community College District to deduct from my salary or wages, in accordance with Government Code Section 3543.1(d) and Education Code Section 13604.2, the periodic dues required as a condition of acquiring or retaining membership in the California School Employees Association and its _____ Chapter No. 470, CSEA. This authorization shall become effective for the month of _____, 20____, and shall be irrevocable for a period of one (1) year or until the termination of the collective bargaining agreement between the District and CSEA.

Should the dues of the California School Employees Association be changed by appropriate action of the Chapter and/or the State Association, the District will be officially notified by the Chapter and/or the State Association. This authorization shall constitute a directive to the District to deduct the then-established dues and to pay to the Chapter the appropriate amount of money so deducted, and no new authorization shall be required of me.

The revocation of this authorization shall be subject to the provisions of Government Code Section 3540 (I) (1) 3546 (b) and the provisions of any collective bargaining agreement entered into between CSEA and the District.

Employee's Signature _____

Date _____

**HARTNELL COLLEGE
CSEA STAFF
2005/06 SALARY SCHEDULE**

Appendix D-1

Range	Step A				Step B				Step C				Step D				Step E			
	Annual	Monthly	Hourly	95%	Annual	Monthly	Hourly		Annual	Monthly	Hourly		Annual	Monthly	Hourly		Annual	Monthly	Hourly	
1	\$19,740	1,645	9.49	9.02	\$20,700	1,725	9.95		\$21,780	1,815	10.47		\$22,890	1,908	11.01		\$24,000	2,000	11.54	
2	20,220	1,685	9.72	9.23	21,276	1,773	10.23		22,320	1,860	10.73		23,448	1,954	11.27		24,576	2,048	11.82	
3	20,700	1,725	9.95	9.45	21,780	1,815	10.47		22,896	1,908	11.01		24,000	2,000	11.54		25,212	2,101	12.12	
4	21,276	1,773	10.23	9.72	22,320	1,860	10.73		23,448	1,954	11.27		24,576	2,048	11.82		25,836	2,153	12.42	
5	21,780	1,815	10.47	9.95	22,896	1,908	11.01		24,000	2,000	11.54		25,212	2,101	12.12		26,460	2,205	12.72	
6	22,320	1,860	10.73	10.19	23,448	1,954	11.27		24,576	2,048	11.82		25,836	2,153	12.42		27,108	2,259	13.03	
7	22,896	1,908	11.01	10.46	24,000	2,000	11.54		25,212	2,101	12.12		26,460	2,205	12.72		27,768	2,314	13.35	
8	23,448	1,954	11.27	10.71	24,576	2,048	11.82		25,836	2,153	12.42		27,108	2,259	13.03		28,476	2,373	13.69	
9	24,000	2,000	11.54	10.96	25,212	2,101	12.12		26,460	2,205	12.72		27,768	2,314	13.35		29,196	2,433	14.04	
10	24,576	2,048	11.82	11.23	25,836	2,153	12.42		27,108	2,259	13.03		28,476	2,373	13.69		29,904	2,492	14.38	
11	25,212	2,101	12.12	11.51	26,460	2,205	12.72		27,768	2,314	13.35		29,196	2,433	14.04		30,636	2,553	14.73	
12	25,836	2,153	12.42	11.8	27,108	2,259	13.03		28,476	2,373	13.69		29,904	2,492	14.38		31,380	2,615	15.09	
13	26,460	2,205	12.72	12.08	27,768	2,314	13.35		29,196	2,433	14.04		30,636	2,553	14.73		32,196	2,683	15.48	
14	27,108	2,259	13.03	12.38	28,476	2,373	13.69		29,904	2,492	14.38		31,380	2,615	15.09		32,952	2,746	15.84	
15	27,768	2,314	13.35	12.68	29,196	2,433	14.04		30,636	2,553	14.73		32,196	2,683	15.48		33,792	2,816	16.25	
16	28,476	2,373	13.69	13.01	29,904	2,492	14.38		31,380	2,615	15.09		32,952	2,746	15.84		34,656	2,888	16.66	
17	29,196	2,433	14.04	13.34	30,636	2,553	14.73		32,196	2,683	15.48		33,792	2,816	16.25		35,448	2,954	17.04	
18	29,904	2,492	14.38	13.66	31,380	2,615	15.09		32,952	2,746	15.84		34,656	2,888	16.66		36,348	3,029	17.48	
19	30,636	2,553	14.73	13.99	32,196	2,683	15.48		33,792	2,816	16.25		35,448	2,954	17.04		37,224	3,102	17.9	
20	31,380	2,615	15.09	14.34	32,952	2,746	15.84		34,656	2,888	16.66		36,348	3,029	17.48		38,160	3,180	18.35	
21	32,196	2,683	15.48	14.71	33,792	2,816	16.25		35,448	2,954	17.04		37,224	3,102	17.9		39,072	3,256	18.78	
22	32,952	2,746	15.84	15.05	34,656	2,888	16.66		36,348	3,029	17.48		38,160	3,180	18.35		40,044	3,337	19.25	
23	33,792	2,816	16.25	15.44	35,448	2,954	17.04		37,224	3,102	17.9		39,072	3,256	18.78		41,052	3,421	19.74	
24	34,656	2,888	16.66	15.83	36,348	3,029	17.48		38,160	3,180	18.35		40,044	3,337	19.25		42,096	3,508	20.24	
25	35,448	2,954	17.04	16.19	37,224	3,102	17.9		39,072	3,256	18.78		41,052	3,421	19.74		43,128	3,594	20.73	
26	36,348	3,029	17.48	16.61	38,160	3,180	18.35		40,044	3,337	19.25		42,096	3,508	20.24		44,184	3,682	21.24	
27	37,224	3,102	17.9	17.01	39,072	3,256	18.78		41,052	3,421	19.74		43,128	3,594	20.73		45,240	3,770	21.75	
28	38,160	3,180	18.35	17.43	40,044	3,337	19.25		42,096	3,508	20.24		44,184	3,682	21.24		46,428	3,869	22.32	
29	39,072	3,256	18.78	17.84	41,052	3,421	19.74		43,128	3,594	20.73		45,240	3,770	21.75		47,508	3,959	22.84	
30	40,044	3,337	19.25	18.29	42,096	3,508	20.24		44,184	3,682	21.24		46,428	3,869	22.32		48,708	4,059	23.42	
31	41,052	3,421	19.74	18.75	43,128	3,594	20.73		45,240	3,770	21.75		47,508	3,959	22.84		49,944	4,162	24.01	
32	42,096	3,508	20.24	19.23	44,184	3,682	21.24		46,428	3,869	22.32		48,708	4,059	23.42		51,144	4,262	24.59	
33	43,128	3,594	20.73	19.69	45,240	3,770	21.75		47,508	3,959	22.84		49,944	4,162	24.01		52,392	4,366	25.19	
34	44,184	3,682	21.24	20.18	46,428	3,869	22.32		48,708	4,059	23.42		51,144	4,262	24.59		53,712	4,476	25.82	
35	45,240	3,770	21.75	20.66	47,508	3,959	22.84		49,944	4,162	24.01		52,392	4,366	25.19		55,056	4,588	26.47	
36	46,428	3,869	22.32	21.2	48,708	4,059	23.42		51,144	4,262	24.59		53,712	4,476	25.82		56,388	4,699	27.11	
37	47,508	3,959	22.84	21.7	49,944	4,162	24.01		52,392	4,366	25.19		55,056	4,588	26.47		57,756	4,813	27.77	
38	48,708	4,059	23.42	22.25	51,144	4,262	24.59		53,712	4,476	25.82		56,388	4,699	27.11		59,232	4,936	28.48	
39	49,944	4,162	24.01	22.81	52,392	4,366	25.19		55,056	4,588	26.47		57,756	4,813	27.77		60,672	5,056	29.17	
40	51,144	4,262	24.59	23.36	53,712	4,476	25.82		56,388	4,699	27.11		59,232	4,936	28.48		62,160	5,180	29.88	
41	52,392	4,366	25.19	23.93	55,056	4,588	26.47		57,756	4,813	27.77		60,672	5,056	29.17		63,744	5,312	30.65	
42	53,712	4,476	25.82	24.53	56,388	4,699	27.11		59,232	4,936	28.48		62,160	5,180	29.88		65,316	5,443	31.4	
43	55,056	4,588	26.47	25.15	57,756	4,813	27.77		60,672	5,056	29.17		63,744	5,312	30.65		66,900	5,575	32.16	
44	56,388	4,699	27.11	25.75	59,232	4,936	28.48		62,160	5,180	29.88		65,316	5,443	31.4		68,508	5,709	32.94	
45	57,756	4,813	27.77	26.38	60,672	5,056	29.17		63,744	5,312	30.65		66,900	5,575	32.16		70,236	5,853	33.77	
46	59,232	4,936	28.48	27.06	62,160	5,180	29.88		65,316	5,443	31.4		68,508	5,709	32.94		72,000	6,000	34.62	
47	60,672	5,056	29.17	27.71	63,744	5,312	30.65		66,900	5,575	32.16		70,236	5,853	33.77		73,728	6,144	35.45	
48	62,160	5,180	29.88	28.39	65,316	5,443	31.4		68,508	5,709	32.94		72,000	6,000	34.62		75,540	6,295	36.32	
49	63,744	5,312	30.65	29.12	66,900	5,575	32.16		70,236	5,853	33.77		73,728	6,144	35.45		77,412	6,451	37.22	
50	65,316	5,443	31.4	29.83	68,508	5,709	32.94		72,000	6,000	34.62		75,540	6,295	36.32		79,356	6,613	38.15	
51	66,900	5,575	32.16	30.55	70,236	5,853	33.77		73,728	6,144	35.45		77,412	6,451	37.22		81,300	6,775	39.09	
52	68,508	5,709	32.94	31.29	72,000	6,000	34.62		75,540	6,295	36.32		79,356	6,613	38.15		83,292	6,941	40.04	
53	70,236	5,853	33.77	32.08	73,728	6,144	35.45		77,412	6,451	37.22		81,300	6,775	39.09		85,368	7,114	41.04	
54	72,000	6,000	34.62	32.89	75,540	6,295	36.32		79,356	6,613	38.15		83,292	6,941	40.04		87,480	7,290	42.06	

Two longevity steps at year 11 and 16 consist of 2.5% each.

Board Approved December 5, 2006; Effective July 1, 2007

**HARTNELL COLLEGE
CSEA STAFF
2006/07 SALARY SCHEDULE**

Appendix D-2

Range	Step A				Step B			Step C			Step D			Step E		
	Annual	Monthly	Hourly	95%	Annual	Hourly		Annual	Monthly	Hourly	Annual	Monthly	Hourly	Annual	Monthly	Hourly
1	\$20,724	\$1,727	\$9.96	\$9.46	\$21,732	\$1,811	\$10.45	\$22,872	\$1,906	\$11.00	\$24,036	\$2,003	\$11.56	\$25,200	\$2,100	\$12.12
2	21,228	\$1,769	10.21	9.70	22,344	\$1,862	10.74	23,436	\$1,953	11.27	24,624	\$2,052	11.84	25,800	\$2,150	12.40
3	21,732	\$1,811	10.45	9.93	22,872	\$1,906	11.00	24,036	\$2,003	11.56	25,200	\$2,100	12.12	26,472	\$2,206	12.73
4	22,344	\$1,862	10.74	10.20	23,436	\$1,953	11.27	24,624	\$2,052	11.84	25,800	\$2,150	12.40	27,132	\$2,261	13.04
5	22,872	\$1,906	11.00	10.45	24,036	\$2,003	11.56	25,200	\$2,100	12.12	26,472	\$2,206	12.73	27,780	\$2,315	13.36
6	23,436	\$1,953	11.27	10.71	24,624	\$2,052	11.84	25,800	\$2,150	12.40	27,132	\$2,261	13.04	28,464	\$2,372	13.68
7	24,036	\$2,003	11.56	10.98	25,200	\$2,100	12.12	26,472	\$2,206	12.73	27,780	\$2,315	13.36	29,160	\$2,430	14.02
8	24,624	\$2,052	11.84	11.25	25,800	\$2,150	12.40	27,132	\$2,261	13.04	28,464	\$2,372	13.68	29,904	\$2,492	14.38
9	25,200	\$2,100	12.12	11.51	26,472	\$2,206	12.73	27,780	\$2,315	13.36	29,160	\$2,430	14.02	30,660	\$2,555	14.74
10	25,800	\$2,150	12.40	11.78	27,132	\$2,261	13.04	28,464	\$2,372	13.68	29,904	\$2,492	14.38	31,404	\$2,617	15.10
11	26,472	\$2,206	12.73	12.09	27,780	\$2,315	13.36	29,160	\$2,430	14.02	30,660	\$2,555	14.74	32,172	\$2,681	15.47
12	27,132	\$2,261	13.04	12.39	28,464	\$2,372	13.68	29,904	\$2,492	14.38	31,404	\$2,617	15.10	32,952	\$2,746	15.84
13	27,780	\$2,315	13.36	12.69	29,160	\$2,430	14.02	30,660	\$2,555	14.74	32,172	\$2,681	15.47	33,804	\$2,817	16.25
14	28,464	\$2,372	13.68	13.00	29,904	\$2,492	14.38	31,404	\$2,617	15.10	32,952	\$2,746	15.84	34,596	\$2,883	16.63
15	29,160	\$2,430	14.02	13.32	30,660	\$2,555	14.74	32,172	\$2,681	15.47	33,804	\$2,817	16.25	35,484	\$2,957	17.06
16	29,904	\$2,492	14.38	13.66	31,404	\$2,617	15.10	32,952	\$2,746	15.84	34,596	\$2,883	16.63	36,384	\$3,032	17.49
17	30,660	\$2,555	14.74	14.00	32,172	\$2,681	15.47	33,804	\$2,817	16.25	35,484	\$2,957	17.06	37,224	\$3,102	17.90
18	31,404	\$2,617	15.10	14.35	32,952	\$2,746	15.84	34,596	\$2,883	16.63	36,384	\$3,032	17.49	38,160	\$3,180	18.35
19	32,172	\$2,681	15.47	14.70	33,804	\$2,817	16.25	35,484	\$2,957	17.06	37,224	\$3,102	17.90	39,084	\$3,257	18.79
20	32,952	\$2,746	15.84	15.05	34,596	\$2,883	16.63	36,384	\$3,032	17.49	38,160	\$3,180	18.35	40,068	\$3,339	19.26
21	33,804	\$2,817	16.25	15.44	35,484	\$2,957	17.06	37,224	\$3,102	17.90	39,084	\$3,257	18.79	41,028	\$3,419	19.73
22	34,596	\$2,883	16.63	15.80	36,384	\$3,032	17.49	38,160	\$3,180	18.35	40,068	\$3,339	19.26	42,048	\$3,504	20.22
23	35,484	\$2,957	17.06	16.21	37,224	\$3,102	17.90	39,084	\$3,257	18.79	41,028	\$3,419	19.73	43,104	\$3,592	20.72
24	36,384	\$3,032	17.49	16.62	38,160	\$3,180	18.35	40,068	\$3,339	19.26	42,048	\$3,504	20.22	44,196	\$3,683	21.25
25	37,224	\$3,102	17.90	17.01	39,084	\$3,257	18.79	41,028	\$3,419	19.73	43,104	\$3,592	20.72	45,288	\$3,774	21.77
26	38,160	\$3,180	18.35	17.43	40,068	\$3,339	19.26	42,048	\$3,504	20.22	44,196	\$3,683	21.25	46,392	\$3,866	22.30
27	39,084	\$3,257	18.79	17.85	41,028	\$3,419	19.73	43,104	\$3,592	20.72	45,288	\$3,774	21.77	47,508	\$3,959	22.84
28	40,068	\$3,339	19.26	18.30	42,048	\$3,504	20.22	44,196	\$3,683	21.25	46,392	\$3,866	22.30	48,744	\$4,062	23.43
29	41,028	\$3,419	19.73	18.74	43,104	\$3,592	20.72	45,288	\$3,774	21.77	47,508	\$3,959	22.84	49,884	\$4,157	23.98
30	42,048	\$3,504	20.22	19.21	44,196	\$3,683	21.25	46,392	\$3,866	22.30	48,744	\$4,062	23.43	51,144	\$4,262	24.59
31	43,104	\$3,592	20.72	19.68	45,288	\$3,774	21.77	47,508	\$3,959	22.84	49,884	\$4,157	23.98	52,440	\$4,370	25.21
32	44,196	\$3,683	21.25	20.19	46,392	\$3,866	22.30	48,744	\$4,062	23.43	51,144	\$4,262	24.59	53,700	\$4,475	25.82
33	45,288	\$3,774	21.77	20.68	47,508	\$3,959	22.84	49,884	\$4,157	23.98	52,440	\$4,370	25.21	55,008	\$4,584	26.45
34	46,392	\$3,866	22.30	21.19	48,744	\$4,062	23.43	51,144	\$4,262	24.59	53,700	\$4,475	25.82	56,400	\$4,700	27.12
35	47,508	\$3,959	22.84	21.70	49,884	\$4,157	23.98	52,440	\$4,370	25.21	55,008	\$4,584	26.45	57,804	\$4,817	27.79
36	48,744	\$4,062	23.43	22.26	51,144	\$4,262	24.59	53,700	\$4,475	25.82	56,400	\$4,700	27.12	59,208	\$4,934	28.47
37	49,884	\$4,157	23.98	22.78	52,440	\$4,370	25.21	55,008	\$4,584	26.45	57,804	\$4,817	27.79	60,648	\$5,054	29.16
38	51,144	\$4,262	24.59	23.36	53,700	\$4,475	25.82	56,400	\$4,700	27.12	59,208	\$4,934	28.47	62,196	\$5,183	29.90
39	52,440	\$4,370	25.21	23.95	55,008	\$4,584	26.45	57,804	\$4,817	27.79	60,648	\$5,054	29.16	63,708	\$5,309	30.63
40	53,700	\$4,475	25.82	24.53	56,400	\$4,700	27.12	59,208	\$4,934	28.47	62,196	\$5,183	29.90	65,268	\$5,439	31.38
41	55,008	\$4,584	26.45	25.13	57,804	\$4,817	27.79	60,648	\$5,054	29.16	63,708	\$5,309	30.63	66,936	\$5,578	32.18
42	56,400	\$4,700	27.12	25.76	59,208	\$4,934	28.47	62,196	\$5,183	29.90	65,268	\$5,439	31.38	68,580	\$5,715	32.97
43	57,804	\$4,817	27.79	26.40	60,648	\$5,054	29.16	63,708	\$5,309	30.63	66,936	\$5,578	32.18	70,248	\$5,854	33.77
44	59,208	\$4,934	28.47	27.05	62,196	\$5,183	29.90	65,268	\$5,439	31.38	68,580	\$5,715	32.97	71,928	\$5,994	34.58
45	60,648	\$5,054	29.16	27.70	63,708	\$5,309	30.63	66,936	\$5,578	32.18	70,248	\$5,854	33.77	73,752	\$6,146	35.46
46	62,196	\$5,183	29.90	28.41	65,268	\$5,439	31.38	68,580	\$5,715	32.97	71,928	\$5,994	34.58	75,600	\$6,300	36.35
47	63,708	\$5,309	30.63	29.10	66,936	\$5,578	32.18	70,248	\$5,854	33.77	73,752	\$6,146	35.46	77,412	\$6,451	37.22
48	65,268	\$5,439	31.38	29.81	68,580	\$5,715	32.97	71,928	\$5,994	34.58	75,600	\$6,300	36.35	79,320	\$6,610	38.13
49	66,936	\$5,578	32.18	30.57	70,248	\$5,854	33.77	73,752	\$6,146	35.46	77,412	\$6,451	37.22	81,288	\$6,774	39.08
50	68,580	\$5,715	32.97	31.32	71,928	\$5,994	34.58	75,600	\$6,300	36.35	79,320	\$6,610	38.13	83,328	\$6,944	40.06
51	70,248	\$5,854	33.77	32.08	73,752	\$6,146	35.46	77,412	\$6,451	37.22	81,288	\$6,774	39.08	85,368	\$7,114	41.04
52	71,928	\$5,994	34.58	32.85	75,600	\$6,300	36.35	79,320	\$6,610	38.13	83,328	\$6,944	40.06	87,456	\$7,288	42.05
53	73,752	\$6,146	35.46	33.69	77,412	\$6,451	37.22	81,288	\$6,774	39.08	85,368	\$7,114	41.04	89,640	\$7,470	43.10
54	75,600	\$6,300	36.35	34.53	79,320	\$6,610	38.13	83,328	\$6,944	40.06	87,456	\$7,288	42.05	91,860	\$7,655	44.16

Two longevity steps at year 11 and 16 consist of 2.5% each

Board Approved December 5, 2006; Effective July 1, 2006

HARTNELL COLLEGE
Statement of Grievance for Classified Employees

EMPLOYEE NAME: _____

DEPARTMENT: _____ DATE OF FILING THIS STATEMENT: _____

DATE OF ALLEGED VIOLATION: _____ DATE OF INFORMAL DISCUSSION: _____

DATE OF ORAL RESPONSE: _____

SPECIFIC ARTICLES AND SECTIONS ALLEGED TO HAVE BEEN VIOLATED: _____

EMPLOYEE'S STATEMENT OF ALLEGED VIOLATION AND GRIEVANCE. WHAT IS THE FACTUAL CONTENTION, WHAT HAS OCCURRED? PROVIDE FULL FACTS NECESSARY TO SUPPORT YOUR POSITION: _____

STATE FULL RELIEF, REMEDY, AND/OR ACTION YOU BELIEVE IS REQUIRED TO RESOLVE THIS GRIEVANCE: _____

I. SUPERVISOR RESPONSE TO GRIEVANCE: _____

DATE OF RECEIPT: _____ DATE OF RESPONSE: _____

GRIEVANCE RESOLVED: _____ GRIEVANCE DENIED: _____

Hartnell College, Statement of Grievance for Classified Employees, Page 2

II. NEXT HIGHER SUPERVISOR: _____

DATE OF RECEIPT: _____ DATE OF RESPONSE: _____
GRIEVANCE RESOLVED: _____ GRIEVANCE DENIED: _____

III. DEAN/DEAN OF MANAGEMENT SERVICES: _____

DATE OF RECEIPT: _____ DATE OF RESPONSE: _____
GRIEVANCE RESOLVED: _____ GRIEVANCE DENIED: _____

IV. SUPT/PRESIDENT/DESIGNEE RESPONSE TO GRIEVANCE: _____

DATE OF RECEIPT: _____ DATE OF RESPONSE: _____
GRIEVANCE RESOLVED: _____ GRIEVANCE DENIED: _____

V. REQUEST FOR ADVISORY ARBITRATION RECEIVED: _____
ADVISORY ARBITRATION RECOMMENDATION RECEIVED: _____
BOARD ACTION: _____
DATE OF RECEIPT: _____ DATE OF RESPONSE: _____
GRIEVANCE RESOLVED: _____ GRIEVANCE DENIED: _____

- Note:
1. Attach all responses to this form at all levels.
 2. Maintain two (2) copies--one for employee, one for District.
 3. Time is of the essence at every step

APPENDIX F

**HARTNELL COMMUNITY COLLEGE DISTRICT
ALPHABETICAL LISTING OF CLASSES BY FAMILY**

CLERICAL/SECRETARIAL

Administrative Assistant
Clerical Assistant
Division Administrative Assistant
Institutional Research Assistant
Secretary

FISCAL SERVICES

Accountant
Accounting Assistant
Payroll Technician

INSTRUCTIONAL SERVICES

Athletic Equipment Attendant
Child Development Center Teacher
Computer Lab Coordinator
Foster Care Education and Independent Living Program Coordinator
Instructional Associate (Toolroom & Visual Arts)
Instructional Operations Specialist
Instructional Operations Technician
Instructional Services Assistant
Instructional Specialist
Instructional Technologist
Instructional Technology Technician
Planetarium Coordinator
Program Assistant
Science Lab Technician
Tutorial Center Coordinator

LIBRARY SERVICES

Library Services Specialist
Library Technician
Library Technician, Senior

MIS/INSTRUCTIONAL TECHNOLOGY

Computer/Telephone Technician
Electronics/Video Technician
Programmer Analyst
Programmer Analyst/Network Administrator

PRINTING SERVICES

Offset Equipment Operator

STUDENT SERVICES

Admissions and Records Technician
Assessment Technician
DSP&S Specialist
EOPS Specialist
Financial Aid Specialist
Financial Aid Technician
Fund Development Specialist
International Student Advisor
Scholarship Assistant
School/Community Relations Coordinator
School to College Coordinator
Student Activities Coordinator
Student Development Assistant
Student Services Technician
Workforce & Community Development Coordinator
Workforce & Community Development Specialist

TECHNICAL/PARAPROFESSIONAL

Institutional Research Analyst
Institutional Research Associate
Marketing and Information Specialist

WAREHOUSE

Purchasing Technician
Warehouse Assistant
Warehouse Technician

HARTNELL COLLEGE CLASSIFIED PERFORMANCE APPRAISAL AND OBJECTIVE PLAN

CHECK ONE Permanent 1st Probation 2nd Probation Final Probation

Employee Name: _____ **Classification/Position:** _____
Date in Position: _____ **Hire Date:** _____
Department: _____ **SSN:** _____
Date of last appraisal: _____ **Due date of this appraisal:** _____

The rating categories are:

- | | |
|--|--|
| <ul style="list-style-type: none"> 1. Performance deficient and requires immediate improvement 2. Improvement needed for performance to meet expected standards 3. Performance meets expected standards | <ul style="list-style-type: none"> 4. Performance frequently exceeds expected standards 5. Performance consistently exceeds expected standards |
|--|--|

1	2	3	4	5	PERFORMANCE FACTORS	COMMENTS ARE REQUIRED FOR EACH PERFORMANCE FACTOR. Attach additional sheets if necessary. Ratings of 1 or 2 must be addressed on the reverse side in "Performance Objectives".
					1. QUALITY OF WORK: Consider extent to which completed work is accurate, well-organized, thorough, effective.	
					2. QUANTITY OF WORK: Consider the amount and timeliness of acceptable work produced.	
					3. WORKING RELATIONSHIPS: Consider extent to which the employee recognizes the needs and desires of other people, treats others with respect and courtesy. <ul style="list-style-type: none"> a. students b. co-workers c. the public d. supervisors 	
					4. WORKING ATTITUDES: Consider extent to which the employee learns and applies new ideas and technology, demonstrates interest and initiative and accepts job responsibilities.	
					5. ORGANIZATIONAL AND TEAM RELATIONSHIPS: Consider extent to which employee: <ul style="list-style-type: none"> a. accepts constructive criticism and feedback; b. keeps supervisor and co-workers advised of problems, ideas or decisions; c. provides information and assistance to others. 	
					6. WORK HABITS: Consider how the employee: <ul style="list-style-type: none"> a. effectively organizes work. b. uses good judgment in analyzing work situations. c. follows policies and procedures. d. uses safe work procedures. e. uses and cares for equipment and materials. f. dresses appropriately for position; maintains neat and clean appearance. 	
					7. ATTENDANCE: Consider unexcused absences; excessive absences (i.e., consistent use of credits as soon as they are earned); absences without sufficient notice; tardiness and pattern absences.	

HARTNELL COLLEGE

PERFORMANCE OBJECTIVE PLAN FOR NEXT REVIEW PERIOD

This page is to be completed jointly by the employee and supervisor

Employee Name: _____ **Classification/Position:** _____

Performance objectives and plans for achieving objectives should be based on discussion of performance appraisal and supervisor's expectations for the next review period.

PERFORMANCE OBJECTIVES -- Goals for further improvements in job performance during the next evaluation period in order to meet or exceed standards for employee's present job or to develop employee skills:	PLANS FOR ACHIEVING OBJECTIVES -- Specific methods by which the employee can work toward accomplishing his/her performance objectives:

I have participated in a discussion of this evaluation: YES NO

I wish to discuss this with the Second Level Supervisor: YES NO

Employee's Signature: _____ Date: ____

FOR FINAL PROBATIONARY REPORTS ONLY

I recommend the employee be granted permanent status YES NO

Supervisor's Signature: _____ Date: ____

Discussed with employee on: _____ Date: ____

Second Level Supervisor's Signature: _____ Date: ____

HR Director's Signature: _____ Date: ____

*Please return the completed evaluations with signatures to the HR Department.
Copy will be sent to the Employee*

DEFINITIONS OF CONTRACT TERMS

Accrued	Already earned.
Accumulate	To become greater in quantity or number.
Agreement	When capitalized, equals contract.
Anniversary date	One year from the date first hired as a regular classified service employee regardless of classification in which hired (and each year from that date thereafter) or, specified in this language, one year from the date of promotion and each year from that date thereafter.
Article	Major subdivision of an agreement (contract) consisting of sections and subsections.
Bumping rights	Right to displace a less senior employee in a layoff.
Cause	A ground for legal disciplinary action as contained in Disciplinary Action Article.
Class	Positions which are sufficiently alike in duties, responsibilities, required skills, and education. Positions in a class bear the same job title and salary range. A class may contain a single position.
Classification	The act of placing a position in a class according to its duties, educational and skill requirements, and authority. Also the position one it is placed in a class.
Classified employee	For the purpose of this Agreement, any classified service employee performing all or part of the duties of the classifications specified in Appendix H or any new classification(s) added to Appendix H except substitutes in those positions.
Compensatory time (in lieu time)	Paid release time from work taken in lieu of cash payment for overtime/extra time worked.
Date of hire	Date first employed as a classified service employee with the District.

Day	The time in which any act provided in the Agreement is to be done is computed by excluding the first day, and including the last, unless the last day is a holiday, and then it is to be excluded. The word “day” in this Agreement is as it is defined in the provision in which it appears or to which it relates. If undefined in any provision, “day” shall mean calendar day.
Disciplinary action	Any action whereby an employee is dismissed, suspended, or demoted.
Discriminate	Illegally treat different than other employees in similar circumstances and/or illegally treat in such a way as to harm.
Donor	One who donates sick leave.
Extra time	Time worked in excess of regular assigned hours for which regular (straight time) salary is paid.
Fiscal year	July 1 through June 30.
Formal	In writing (typed, written, or printed).
In lieu time	In the place of, instead of.
Incompetent	Inadequate; lacking the qualities needed for effective action.
Inefficiency	No producing the effect intended; wasteful of time/energy.
Informal	Not reduced to written form (typed, written, printed).
Initial probationary period	Nine-month period, immediately following the date of hire in classified service.
Job description (Job duty statement)	A written statement of duties, degree of supervision and qualifications required (education, experience skills, etc.) of a classification.
Lateral move	A movement to a different classification at the same salary range.
Lay-off	Change in employment status for employed to unemployed while maintaining re-employment and other specified rights (see Lay-off Article).
Lockout Management employee	Any District employee legally designated “Management” by the Hartnell College Governing Board.

Minimum qualifications	Education skills, experience, license requirements and other qualifying factor required for any given classification as stated in the job description.
Paid status	Receiving pay for work performed.
PERB	Public Employment Relations Board. The Governing board over collective bargaining pursuant to the Educational Employees Relations Act (EERA).
Permanent Employee	Classified service employee who has completed his/her initial probationary period as defined in probation.
Promotion	A movement in the same job classification with more hours/workdays or a movement to a higher classification.
Pro-rata	To divide, distribute, or assess proportionately.
Probation	Period of initial assessment during which an employee may be dismissed without notification of cause or right to hearing (initial probation) or returned to previous position (demoted) without right to hearing (promotional probation).
Probationary employee	Employee serving an initial probationary period.
Promotional probationary employee	Employee serving 6 month probationary period.
Recipient	One who receives.
Regular employee	Classified service employee, whether in probationary or permanent status.
School year	The school year begins on the first day of July and ends on the last day of June.
Section	Subdivision of an Article relating to the same subject matter as the Article itself.
Shall and will	Both mandatory terms. One equals the other.
Short term employee	Any person who is employed to perform a service for the District, upon the completion of which, the service or similar services will not be extended or needed on a continuing basis. A person employed in a position in excess of 195 days is a classified

service employee and is not a short term employee.

Subsection	Subdivision of a section.
Substitute (noun)	A non-classified service employee performing the duties of a classified service employee in his/her absence or a non-classified service employee employed to fill a vacant position during the hiring process for the position. Employment of a substitute in the latter circumstance shall not exceed 60 days.
Substitute (verb)	To fill in for (do the duties of) an employee in his/her absence or fill a vacant position during the hiring process.
Supererogatory Supervisory employee	Any District employee designated supervisory by the Hartnell College Governing Board.
Transfer	A movement to a like position (same job classification, hours/workdays).
Vested	Having the character or given the rights of absolute ownership.
Workday	Day when employee is normally required to work.
Work-year	The total days an employee is in paid status between the beginning and ending dates of employee's assignment.

